रजिस्ट्री सं० डी० एल० (एन) 04/0007/2003—05

REGD. NO. D. L. (N) 04/0007/2003—05

भारत का राजपत्र
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सं. 7] नई दिल्ली, फरवरी 6—फरवरी 12, 2011, शनिवार/माघ 17—माघ 23, 1932
No. 7] NEW DELHI, FEBRUARY 6—FEBRUARY 12, 2011, SATURDAY/MAGHA 17—MAGHA 23, 1932

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक 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)

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, 4 फरवरी, 2011

का. आ. 398.—केन्द्रीय सरकार एतद्द्वारा अपराध प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए दिल्ली विशेष पुलिस स्थापना द्वारा अन्वेषित किए जाने वाले मामले अभियोजन, अपीलों, पुनरीक्षण अथवा इन मामलों से उद्भूत अन्य मामलों का कर्नाटक हाई कोर्ट, बंगलौर तथा इसकी सर्किट बेंच, धारवाड में संचालन करने के लिए निम्नोक्त वकीलों को विशेष लोक अभियोजक के रूप में नियुक्त करती है :-

क्र. सं.	वकील का नाम	हाई कोर्ट और इसकी बेंच का नाम
1.	श्री सी.एच. जाधव	कर्नाटक हाई कोर्ट, बंगलौर
2.	श्री एम.बी. कनवी	कर्नाटक हाई कोर्ट की सर्किट बेंच, धारवाड

[सं. 225/48/2009-एवीडी-II]
वी. एम. रत्नम, उप सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 4th February, 2011

S. O. 398.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints the following Advocates as Special Public Prosecutor of the Central Bureau of Investigation in the Karnataka High Court at Bangalore and its Circuit Bench at Dharwad for conducting the prosecution appeals, revisions or other matters arising out of the cases investigated by the Delhi Special Police Establishment.

Sl. No.	Name of the Advocate	Name of the High Court and its Bench
1.	Shri C. H. Jadhav	Karnataka High Court at Bangalore
2.	Shri M. B. Kanavi	Karnataka High Court at Circuit Bench at Dharwad

[No. 225/48/2009-AVD-II]
V.M. RATHNAM, Dy. Secy.

नई दिल्ली, 4 फरवरी, 2011

का. आ. 399.—केन्द्रीय सरकार एतद्द्वारा अपराध प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इलाहाबाद उच्च न्यायालय, इलाहाबाद में अभियोजन, अपीलों, पुनरीक्षणों या दिल्ली विशेष पुलिस स्थापना द्वारा अन्वेषित मामलों से उत्पन्न अन्य मामलों का संचालन करने के लिए श्री प्रणय कृष्ण, वकील को केंद्रीय अन्वेषण ब्यूरो का विशेष लोक अभियोजक नियुक्त करती है ।

[सं. 225/59/2010-एवीडी-II]
वी. एम. रत्नम, उप सचिव

New Delhi, the 4th February, 2011

S. O. 399.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri Pranay Krishna, Advocate, as Special Public Prosecutor of the Central Bureau of Investigation in the Allahabad High Court at Allahabad for conducting the prosecution appeals, revisions or other matters arising out of the cases investigated by the Delhi Special Police Establishment.

[No. 225/59/2010-AVD-II]
V.M. RATHNAM, Dy. Secy.

कार्यालय मुख्य आयकर आयुक्त

जयपुर, 31 जनवरी, 2011

सं. 23/2010-11

का. आ. 400.—आयकर नियम, 1962 के नियम 2 सी ए के साथ पठनीय आयकर अधिनियम, 1961 (1961 का 43वां) की धारा 10 के खण्ड(23 सी) की उपधारा (vi) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मुख्य आयकर आयुक्त, जयपुर एतद्द्वारा निर्धारण वर्ष 2010-11 एवं आगे के लिए कथित धारा के उद्देश्य से "श्री बीरबल मेडिकल एजूकेशन सोसायटी, जयपुर" को स्वीकृति देते है बशर्ते कि समिति आयकर नियम, 1962 के नियम 2 सी ए के साथ पठनीय आयकर अधिनियम, 1961 की धारा 10 के उप-खण्ड(23 सी) की उपधारा (vi) के प्रावधानों के अनुरूप कार्य करे ।

[क्रमांक : मुआआ/अआआ/(मु)/जय/10(23सी)(vi)/10-11/6196]

मुकेश भान्ती, मुख्य आयकर आयुक्त

OFFICE OF THE CHIEF COMMISSIONER OF INCOME TAX

Jaipur, the 31st January, 2011

No. 23/2010-11

S. O. 400.—In exercise of the powers conferred by sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961) read with rule 2CA of the Income-tax Rules, 1962 the Chief Commissioner of Income-tax, Jaipur hereby approves "Shree Birbal Medical Education Society, Jaipur" for the purpose of said section for the A. Y. 2010-11 and onwards.

Provided that the society conforms to and complies with the provisions of sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 reas with rule 2CA of the Income-tax Rules, 1962.

[No. CCIT/JPR/Addl.CIT(Hqrs.)/10(23C)(vi)/2010-11/6196]
MUKESH BHANTI, Chief Commissioner of Income-tax

जयपुर, 4 फरवरी, 2011

सं. 24/2010-11

का. आ. 401.—आयकर नियम, 1962 के नियम 2 सी ए के साथ पठनीय आयकर अधिनियम, 1961 (1961 का 43वां) की धारा 10 के खण्ड(23 सी) की उपधारा (vi) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मुख्य आयकर आयुक्त, जयपुर एतद्द्वारा निर्धारण वर्ष 2010-11 एवं आगे के लिए कथित धारा के उद्देश्य से "भिवाड़ी जेवियर एजूकेशनल सोसायटी, भिवाड़ी, जिला-अलवर" को स्वीकृति देते हैं बशर्ते कि समिति आयकर नियम, 1962 के नियम 2 सी ए के साथ पठनीय आयकर अधिनियम, 1961 की धारा 10 के खण्ड(23 सी) की उपधारा (vi) के प्रावधानों के अनुरूप कार्य करे ।

[क्रमांक : मुआआ/अआआ/(मु)/जय/10(23सी)(vi)/10-11/6414]

मुकेश भान्ती, मुख्य आयकर आयुक्त

Jaipur, the 4th February, 2011

No. 24/2010-11

S. O. 401.—In exercise of the powers conferred by sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961) read with rule 2CA of the Income-tax Rules, 1962 the Chief Commissioner of Income-tax, Jaipur hereby approves "Bhiwadi Xavier Educational Society, Bhiwadi, Distt.-Alwar" for the purpose of said section for the A. Y. 2010-11 and onwards :

Provided that the society conforms to and complies with the provisions of sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 read with rule 2CA of the Income-tax Rules, 1962.

[No. CCIT/JPR/Addl.CIT(Hqrs.)/10(23C)(vi)/2010-11/6414]
MUKESH BHANTI, Chief Commissioner of Income-tax

जयपुर, 4 फरवरी, 2011

सं. 25/2010-11

का. आ. 402.—आयकर नियम, 1962 के नियम 2 सी ए के साथ पठनीय आयकर अधिनियम, 1961 (1961 का 43वां) की धारा 10 के खण्ड(23 सी) की उपधारा (vi) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मुख्य आयकर आयुक्त, जयपुर एतद्द्वारा निर्धारण वर्ष 2010-11 एवं आगे के लिए कथित धारा के उद्देश्य से "पूजा एजूकेशनल सोसायटी, जयपुर" को स्वीकृति देते हैं बशर्ते कि समिति आयकर नियम 1962 के नियम 2 सी ए के साथ पठनीय

आयकर अधिनियम, 1961 की धारा 10 के खण्ड(23 सी) की उपधारा (vi) के प्रावधानों के अनुरूप कार्य करे ।

[क्रमांक : मुआआ/अआआ/(मु)/जय/10(23सी)(अप)/10-11/6415]

मुकेश भान्ती, मुख्य आयकर आयुक्त

Jaipur, the 4th February, 2011

No. 25/2010-11

S. O. 402.—In exercise of the powers conferred by sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961) read with rule 2CA of the Income-tax Rules, 1962 the Chief Commissioner of Income-tax, Jaipur hereby approves "Pooja Educational Society, Jaipur" for the purpose of said section for the A. Y. 2010-11 & onwards.

Provided that the society conforms to and complies with the provisions of sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 read with rule 2CA of the Income-tax Rules, 1962.

[No. CCIT/JPR/Addl.CIT(Hqrs.)/10(23C)(vi)/2010-11/6415]

MUKESH BHANTI, Chief Commissioner of Income-tax

वित्त मंत्रालय

(राजस्व विभाग)

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 7 फरवरी, 2011

का. आ. 403.—सर्वसाधारण की जानकारी के लिए एतद्द्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5ङ के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उपधारा (1) के खंड (ii) के प्रयोजनार्थ कर निर्धारण वर्ष 2010-2011 के आगे से संगठन फ्लोरोसिस रिसर्च एंड रूरल डेवलपमेंट फाउंडेशन, दिल्ली को निम्नलिखित शर्तों के अधीन अनुसंधान कार्यकलापों में लगी 'अन्य संस्था' की श्रेणी में अनुमोदित किया गया है, अर्थात :-

(i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग वैज्ञानिक अनुसंधान के लिए किया जाएगा ;

(ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छात्रों के माध्यम से वैज्ञानिक अनुसंधान करेगा;

(iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए इसके द्वारा प्राप्त राशि के संबंध में अलग खाता बही रखेगा अनुसंधान करने के लिए प्रयुक्त राशि उसमें दर्शाई गई हो, उक्त अधिनियम की धारा 288 की उप धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से अपनी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप धारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा;

(iv) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित ऐसे विवरण की प्रति प्रस्तुत करेगा ।

2. केंद्र सरकार यह अनुमोदन वापस ले लेगी यदि अनुमोदित संगठन :-

(क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित पृथक लेखा बही नहीं रखेगा; अथवा

(ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा

(ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त एवं प्रयुक्त दान का अपना विवरण प्रस्तुत नहीं करेगा; अथवा

(घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जायज नहीं पाया जाएगा; अथवा

(ङ) उक्त नियमावली के नियम 5ग और 5ङ के साथ पठित उक्त अधिनियम की धारा 35 की उपधारा (1) के खंड (ii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा ।

[अधिसूचना सं. 07/2011/फा. सं. 203/21/2010-आ.क.नि.-II]

संजय कुमार लाल, अवर सचिव (आ.क.नि.-II)

MINISTRY OF FINANCE

(Department of Revenue)

(Central Board of Direct Taxes)

New Delhi, the 7th February, 2011

S. O. 403.—It is hereby notified for general information that the organization Fluorosis Research & Rural Development Foundation, Delhi has been approved by the Central Government for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with Rules 5C and 5E of the Income-tax Rules, 1962 (said Rules), from Assessment Year 2010-2011 and onwards in the category of 'Other Institution', partly engaged in research activities subject to the following conditions, namely :-

(i) The sums paid to the approved organization shall be utilized for scientific research;

(ii) The approved organization shall carry out scientific research through its faculty members or its enrolled students;

(iii) The approved organization shall maintain separate books of accounts in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such aduit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act;

(iv) The approved organization shall maintain a separate statement of donations received and amounts applied for scientific research and a copy of such statement duly certified by the autditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization :-

(a) fails to maintain separate books of accounts referred to in sub-paragraph (iii) of paragraph 1; or

(b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or

(c) fails to furnish its statement of the donations received and sums applied for scientific research referred to in sub-paragraph (iv) of paragraph 1; or

(d) ceases to carry on its research activities or its research activities are not found to be genuine; or

(e) ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of section 35 of the said Act read with rules 5C and 5E of the said Rules.

[Notification No. 07/2011/F. No. 203/21/2010/ITA-II]
SANJAY KUMAR LAL, Under Secy. (ITA-II)

नई दिल्ली, 7 फरवरी, 2011

का. आ. 404.—सर्वसाधारण की जानकारी के लिए एतद्द्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5ङ के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उपधारा (1) के खंड (ii) के प्रयोजनार्थ कर निर्धारण वर्ष 2010-2011 के आगे से संगठन केलकर एजुकेशन ट्रस्ट, मुम्बई को निम्नलिखित शर्तों के अधीन अनुसंधान कार्यकलापों में लगी 'अन्य संस्था' की श्रेणी में अनुमोदित किया गया है, अर्थात :-

(i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग वैज्ञानिक अनुसंधान के लिए किया जाएगा ;

(ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छात्रों के माध्यम से वैज्ञानिक अनुसंधान करेगा;

(iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए इसके द्वारा प्राप्त राशि के संबंध में अलग खाता बही रखेगा अनुसंधान करने के लिए प्रयुक्त राशि उसमें दर्शाई गई हो, उक्त अधिनियम की धारा 288 की उप धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से अपनी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप धारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा;

(iv) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित ऐसे विवरण की प्रति प्रस्तुत करेगा ।

2. केंद्र सरकार यह अनुमोदन वापस ले लेगी यदि अनुमोदित संगठन :-

(क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित पृथक लेखा बही नहीं रखेगा; अथवा

(ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा

(ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त एवं प्रयुक्त दान का अपना विवरण प्रस्तुत नहीं करेगा; अथवा

(घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जायज नहीं पाया जाएगा; अथवा

(ङ) उक्त नियमावली के नियम 5ग और 5ङ के साथ पठित उक्त अधिनियम की धारा 35 की उपधारा (1) के खंड (ii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा ।

[अधिसूचना सं. 08/2011/फा. सं. 203/32/2010-आ.क.नि.-II]
संजय कुमार लाल, अवर सचिव (आ.क.नि.-II)

New Delhi, the 7th February, 2011

S. O. 404.—It is hereby notified for general information that the organization Kelkar Education Trust, Mumbai has been approved by the Central Government for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with Rules 5C and 5E of the Income-tax Rules, 1962 (said Rules), from Assessment Year 2010-2011 and onwards in the category of 'Other Institution', partly engaged in research activities subject to the following conditions, namely :-

(i) The sums paid to the approved organization shall be utilized for scientific research;

(ii) The approved organization shall carry out scientific research through its faculty members or its enrolled students;

(iii) The approved organization shall maintain separate books of accounts in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such aduit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act;

(iv) The approved organization shall maintain a separate statement of donations received and amounts applied for scientific research and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

3. The Central Government shall withdraw the approval if the approved organization :-

(a) fails to maintain separate books of accounts referred to in sub-paragraph (iii) of paragraph 1; or

(b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or

(c) fails to furnish its statement of the donations received and sums applied for scientific research referred to in sub-paragraph (iv) of paragraph 1; or

(d) ceases to carry on its research activities or its research activities are not found to be genuine; or

(e) ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of Section 35 of the said Act read with rules 5C and 5E of the said Rules.

[Notification No. 08/2011/F. No. 203/32/2010/ITA-II]
SANJAY KUMAR LAL, Under Secy. (ITA-II)

स्वास्थ्य एवं परिवार कल्याण मंत्रालय

(स्वास्थ्य एवं परिवार कल्याण विभाग)

नई दिल्ली, 16 सितम्बर, 2010

का.आ. 405.—भारतीय चिकित्सा परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय चिकित्सा परिषद् से परामर्श करके, अर्हता की नामावली में परिवर्तन के कारण उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है, नामत:

उक्त अनुसूची में—

(क) "मान्यता प्राप्त चिकित्सा अर्हता" शीर्षक [इसके बाद कालम (2) के रूप में निर्दिष्ट] के अन्तर्गत "कन्नूर विश्वविद्यालय, केरल" के प्रति पंजीकरण के लिए संक्षिप्त रूप [इसके बाद कॉलम (3) के रूप में निर्दिष्ट] शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतर्विष्ट किया जाएगा, नामत: :—

(2)	(3)
"डॉक्टर ऑफ मेडिसिन (जनरल मेडिसिन)"	एम डी (जनरल मेडिसिन) (यह अप्रैल, 2010 में अथवा उसके बाद आयुर्विज्ञान अकादमी, परियराम, केरल में प्रविष्टि किए जा रहे विद्यार्थियों के संबंध में कन्नूर विश्वविद्यालय, केरल द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी)।

(2)	(3)
"डॉक्टर ऑफ (डर्मिटोलोजी, वेनेरोलोजी और लेप्रोसी)"	एम डी (डी वी एल) (यह अप्रैल, 2010 में अथवा उसके बाद आयुर्विज्ञान अकादमी, परियराम, केरल में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में कन्नूर विश्वविद्यालय, केरल द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
"डिप्लोमा इन डर्मिटोलोजी, वेनेरोलोजी और लेप्रोसी"	(डी डी वी एल) (यह अप्रैल, 2010 में अथवा उसके बाद आयुर्विज्ञान अकादमी, परियाराम, केरल में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में कन्नूर विश्वविद्यालय, केरल द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
"बाल स्वास्थ्य में डिप्लोमा"	डी सी एच (यह सितम्बर, 2009 में अथवा उसके बाद आयुर्विज्ञान अकादमी, पेरियराम, केरल में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में कन्नूर विश्वविद्यालय, केरल द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
"ओटोलेरिन्गोलोजी में डिप्लोमा"	डी एल ओ (यह अप्रैल, 2010 में अथवा उसके बाद आयुर्विज्ञान अकादमी, पेरियाराम, केरल में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में कन्नूर विश्वविद्यालय, केरल द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।

(ख) "मान्यता प्राप्त चिकित्सा अर्हता" शीर्षक [इसके बाद कॉलम (2) के रूप में निर्दिष्ट] के अन्तर्गत "मणिपुर विश्वविद्यालय" के प्रति पंजीकरण के लिए संक्षिप्त रूप [इसके बाद कॉलम (3) के रूप में निर्दिष्ट] शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतर्विष्ट किया जाएगा, नामत:–

"डॉक्टर ऑफ मेडिसन (भौतिक चिकित्सा एवं पुनर्वासन"	एम डी (पी एम आर)	(यह अप्रैल, 2010 में अथवा उसके बाद क्षेत्रीय आयुर्विज्ञान संस्थान, इम्फाल में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में मणिपुर विश्वविद्यालय द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।

(ग) "मान्यता प्राप्त चिकित्सा अर्हता" शीर्षक (इसके बाद कॉलम (2) के रूप में निर्दिष्ट) के अन्तर्गत "डॉ. डी. वाई. पाटिल विश्वविद्यालय, कोल्हापुर महाराष्ट्र" के प्रति पंजीकरण के लिए संक्षिप्त रूप (इसके बाद कॉलम (3) के रूप में निर्दिष्ट) शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतर्विष्ट किया जाएगा, नामत: :-

"मास्टर ऑफ सर्जरी (जनरल सर्जरी)	एम. एस. (जनरल सर्जरी) (यह जून, 2010 में अथवा उसके बाद डॉ. डी. वाई. पाटिल विश्वविद्यालय, कोल्हापुर महाराष्ट्र" में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ. डी. वाई. पाटिल विश्वविद्यालय, कोल्हापुर महाराष्ट्र द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
"डॉक्टर ऑफ मेडिसिन (डर्मिटोलोजी, वेनेरोलोजी एवं लेप्रोसी)"	एम डी (डी वी एल) (यह जून, 2010 में अथवा उसके बाद डॉ. डी. वाई. पाटिल विश्वविद्यालय, कोल्हापुर महाराष्ट्र" में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ. डी. वाई. पाटिल विश्वविद्यालय, कोल्हापुर महाराष्ट्र द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
"डॉक्टर ऑफ मेडिसिन (शरीर रचना विज्ञान)"	एम डी (शरीर रचना विज्ञान) (यह मई, 2010 में अथवा उसके बाद डॉ. डी. वाई. पाटिल विश्वविद्यालय, कोल्हापुर महाराष्ट्र" में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ. डी. वाई. पाटिल विश्वविद्यालय, कोल्हापुर महाराष्ट्र द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
"बाल स्वास्थ्य में डिप्लोमा"	डी सी एच (यह जून, 2010 में अथवा उसके बाद डॉ. डी. वाई. पाटिल विश्वविद्यालय, कोल्हापुर महाराष्ट्र" में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ. डी. वाई. पाटिल विश्वविद्यालय, कोल्हापुर महाराष्ट्र द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।

(2)	(3)
"हड्डी रोग विज्ञान में डिप्लोमा"	डी आर्थो (यह जून, 2010 में अथवा उसके बाद डॉ. डी. वाई. पाटिल विश्वविद्यालय, कोल्हापुर महाराष्ट्र" में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ. डी. वाई. पाटिल विश्वविद्यालय, कोल्हापुर महाराष्ट्र द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।

(घ) "मान्यता प्राप्त चिकित्सा अर्हता" शीर्षक (इसके बाद कॉलम (2) के रूप में निर्दिष्ट) के अन्तर्गत "नागपुर विश्वविद्यालय, महाराष्ट्र" के प्रति पंजीकरण के लिए संक्षिप्त रूप [इसके बाद कॉलम (3) के रूप में निर्दिष्ट) शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतर्विष्ट किया जाएगा, नामत:-

"मास्टर ऑफ (नेत्र रोग विज्ञान)	एम एस (नेत्र रोग विज्ञान) (यह दिसम्बर, 2006 में अथवा उसके बाद जे. एन. मेडिकल कॉलेज, स्वांगी, वर्धा में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में नागपुर विश्वविद्यालय, महाराष्ट्र द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।

(ङ) "मान्यता प्राप्त चिकित्सा अर्हता" शीर्षक (इसके बाद कॉलम (2) के रूप में निर्दिष्ट) के अन्तर्गत "आर.टी.एम. नागपुर विश्वविद्यालय, महाराष्ट्र" के प्रति पंजीकरण के लिए संक्षिप्त रूप (इसके बाद कॉलम (3) के रूप में निर्दिष्ट) शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतर्विष्ट किया जाएगा, नामत:-

"मास्टर ऑफ सर्जरी (नेत्र रोग विज्ञान)	एम एस (नेत्र रोग विज्ञान) (यह दिसम्बर, 2006 में अथवा उसके बाद जे. एन. मेडिकल कॉलेज, स्वांगी, वर्धा में प्रशिक्षित किए जा रहे विद्यार्थियों के नागपुर विश्वविद्यालय, महाराष्ट्र द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।

(च) "मान्यता प्राप्त चिकित्सा अर्हता" शीर्षक (इसके बाद कॉलम (2) के रूप में निर्दिष्ट) के अन्तर्गत "दत्ता मेघे आयुर्विज्ञान संस्थान, विश्वविद्यालय, महाराष्ट्र" के प्रति पंजीकरण के लिए संक्षिप्त रूप (इसके बाद कॉलम (3) के रूप में निर्दिष्ट) शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतर्विष्ट किया जाएगा, नामत:-

"मास्टर ऑफ सर्जरी (नेत्र रोग विज्ञान)	एम एस (नेत्र रोग विज्ञान) (यह दिसम्बर, 2006 में अथवा उसके बाद जे. एन. मेडिकल कॉलेज, स्वांगी, वर्धा में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में दत्ता मेघे आयुर्विज्ञान संस्थान, विश्वविद्यालय, महाराष्ट्र द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
"डॉक्टर ऑफ मेडिसिन (मनश्चिकित्सक)"	एम. डी. (मनश्चिकित्सक) (यह जून, 2010 में अथवा उसके बाद जे. एन. मेडिकल कॉलेज, स्वांगी, वर्धा में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में दत्ता मेघे आयुर्विज्ञान संस्थान, विश्वविद्यालय, महाराष्ट्र द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
"डॉक्टर ऑफ मेडिसिन (माइक्रोबायोलोजी)"	एम. डी. (माइक्रोबायोलोजी) (यह अप्रैल, 2010 में अथवा उसके बाद जे. एन. मेडिकल कॉलेज, स्वांगी, वर्धा में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में दत्ता मेघे आयुर्विज्ञान संस्थान, विश्वविद्यालय, महाराष्ट्र द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
"डॉक्टर ऑफ मेडिसिन (बायोकेमिस्ट्री)"	एम. डी. (बायोकेमिस्ट्री) (यह मई, 2010 में अथवा उसके बाद जे. एन. मेडिकल कॉलेज, स्वांगी, वर्धा में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में दत्ता मेघे आयुर्विज्ञान संस्थान, विश्वविद्यालय, महाराष्ट्र द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
"मास्टर ऑफ मेडिसिन (सामुदायिक चिकित्सा)"	एम. डी. (सामुदायिक चिकित्सा) (यह मई, 2010 में अथवा उसके बाद जे. एन. मेडिकल कॉलेज, स्वांगी, वर्धा में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में दत्ता मेघे आयुर्विज्ञान संस्थान, विश्वविद्यालय, महाराष्ट्र द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।

(छ) "मान्यता प्राप्त चिकित्सा अर्हता" शीर्षक (इसके बाद कॉलम (2) के रूप में निर्दिष्ट) के अन्तर्गत "परमश्री डॉ. डी. वाई. पाटिल विश्वविद्यालय, नवी मुंबई, महाराष्ट्र" के प्रति पंजीकरण के लिए संक्षिप्त रूप [इसके बाद कॉलम (3) के रूप में निर्दिष्ट] शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतर्विष्ट किया जाएगा, नामत:-

"मास्टर ऑफ मेडिसिन/मास्टर ऑफ सर्जरी (प्रसूति रोग विज्ञान एवं स्त्री रोग विज्ञान)"	एम डी/एम एस (ओबीजी) (यह मई, 2010 में अथवा उसके बाद डा. डी. वाई. पाटिल विश्वविद्यालय, नवी मुंबई, महाराष्ट्र में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में पदमश्री, डा. डी. वाई. पाटिल विश्वविद्यालय, नवीं मुंबई द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।

(ज) "मान्यता प्राप्त चिकित्सा अर्हता" शीर्षक [इसके बाद कॉलम (2) के रूप में निर्दिष्ट] के अन्तर्गत "प्रवर आयुर्विज्ञान संस्थान (मानद विश्वविद्यालय) लोनी, महाराष्ट्र" के प्रति पंजीकरण के लिए संक्षिप्त रूप [इसके बाद कॉलम (3) के रूप में निर्दिष्ट] शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतर्विष्ट किया जाएगा, नामत:-

"मेडिकल रेडियो थिरेपी में डिप्लोमा"	डी एम आर टी (यह जून, 2010 में अथवा उसके बाद ग्रामीण मेडिकल कालेज लोनी, महाराष्ट्र में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में प्रवर आयुर्विज्ञान संस्थान (मानद विश्वविद्यालय) लोनी, महाराष्ट्र द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।

(झ) "मान्यता प्राप्त चिकित्सा अर्हता" शीर्षक [इसके बाद कॉलम (2) के रूप में निर्दिष्ट] के अन्तर्गत "राजस्थान विश्वविद्यालय" के प्रति पंजीकरण के लिए संक्षिप्त रूप [इसके बाद कॉलम (3) के रूप में निर्दिष्ट] शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतर्विष्ट किया जाएगा, नामत:-

"मास्टर ऑफ सर्जरी (शरीर रचना विज्ञान)"	एम. एस. (शरीर रचना विज्ञान) (यह 1981 में अथवा उसके बाद जे.एल.एन. मेडिकल कॉलेज, अजमेर, राजस्थान में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में राजस्थान विश्वविद्यालय, द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।

(ञ) "मान्यता प्राप्त चिकित्सा अर्हता" शीर्षक [इसके बाद कॉलम (2) के रूप में निर्दिष्ट] के अन्तर्गत "राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय जयपुर" के प्रति पंजीकरण के लिए संक्षिप्त रूप [इसके बाद कॉलम (3) के रूप में निर्दिष्ट] शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतर्विष्ट किया जाएगा, नामत:-

"मास्टर ऑफ सर्जरी (शरीर रचना विज्ञान)"	एम. एस. (शरीर रचना विज्ञान) (यह 1981 अथवा उसके बाद जे.एल.एन. मेडिकल कॉलेज, अजमेर, राजस्थान में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।

(ट) "मान्यता प्राप्त चिकित्सा अर्हता" शीर्षक [इसके बाद कॉलम (2) के रूप में निर्दिष्ट] के अन्तर्गत "पांडिचेरी विश्वविद्यालय" के प्रति पंजीकरण के लिए संक्षिप्त रूप [इसके बाद कॉलम (3) के रूप में निर्दिष्ट] शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतर्विष्ट किया जाएगा, नामत:-

"मास्टर ऑफ सर्जरी (नेत्र रोग विज्ञान)"	एम एस (नेत्र रोग विज्ञान) (यह मार्च, 2010 में अथवा उसके बाद महात्मा गांधी मेडिकल कॉलेज, एवं अनुसंधान संस्थान, पुदूचेरी में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में पांडिचेरी विश्वविद्यालय द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
"डॉक्टर ऑफ मेडिसिन (बाल चिकित्सा)"	एम. डी. (बाल चिकित्सा) (यह मार्च, 2010 में अथवा उसके बाद महात्मा गांधी मेडिकल कॉलेज, एवं अनुसंधान संस्थान, पुदूचेरी में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में पांडिचेरी विश्वविद्यालय द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
"मास्टर ऑफ सर्जरी (जर्नल सर्जरी)"	एम. एस. (जर्नल सर्जरी) (यह मार्च, 2010 में अथवा उसके बाद महात्मा गांधी मेडिकल कॉलेज, एवं अनुसंधान

(2)	(3)
	संस्थान, पुडुचेरी में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में पांडिचेरी विश्वविद्यालय द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
"डॉक्टर ऑफ मेडिसिन (स्वास्थ्य चिकित्सा)"	एम. डी. (स्वास्थ्य चिकित्सा) (यह मार्च, 2010 में अथवा उसके बाद महात्मा गांधी मेडिकल कॉलेज, एवं अनुसंधान संस्थान, पुडुचेरी में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में पांडिचेरी विश्वविद्यालय द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
"डॉक्टर ऑफ मेडिसिन (मनश्चिकित्सीय)"	एम. डी. (मनश्चिकित्सीय) (यह मार्च, 2010 में अथवा उसके बाद महात्मा गांधी मेडिकल कॉलेज, एवं अनुसंधान संस्थान, पुडुचेरी में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में पांडिचेरी विश्वविद्यालय द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
"डॉक्टर ऑफ मेडिसिन (क्षयरोग तथा श्वसनतंत्र मेडिसिन)"	डॉक्टर ऑफ मेडिसिन (क्षयरोग तथा श्वसनतंत्र मेडिसिन) (यह वर्ष मार्च, 2010 में अथवा उसके बाद महात्मा गांधी मेडिकल कॉलेज, एवं रिसर्च इंस्टीट्यूट, पांडिचेरी में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में पांडिचेरी द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
"मास्टर ऑफ सर्जरी (अस्थि रोग विज्ञान)"	एम. एस. (अस्थि रोग विज्ञान) (यह वर्ष मार्च, 2010 में अथवा उसके बाद महात्मा गांधी मेडिकल कॉलेज, एवं रिसर्च इंस्टीट्यूट, पांडिचेरी में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में पांडिचेरी विश्वविद्यालय द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
"मास्टर ऑफ सर्जरी (ईएनटी)"	एम. एस. (ईएनटी) (यह वर्ष मार्च, 2010 में अथवा उसके बाद महात्मा गांधी मेडिकल कॉलेज, एंड रिसर्च इंस्टीट्यूट, पांडिचेरी में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में पांडिचेरी द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डॉक्टर ऑफ मेडिसिन/मास्टर ऑफ-सर्जरी प्रसूति रोग तथा स्त्री विज्ञान विशेषज्ञ)	डॉक्टर ऑफ मेडिसिन/मास्टर ऑफ-सर्जरी प्रसूति रोग तथा स्त्री विज्ञान विशेषज्ञ) (यह वर्ष मार्च, 2010 में अथवा उसके बाद महात्मा गांधी मेडिकल कॉलेज, एंड रिसर्च इंस्टीट्यूट, पांडिचेरी में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में पांडिचेरी विश्वविद्यालय द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।

(ढ) श्री बालाजी विद्यापीठ विश्वविद्यालय, पांडिचेरी के सामने शीर्षक मान्यताप्राप्त चिकित्सा अर्हता [जोकि आगे कॉलम (2) के रूप में संदर्भित है] के अंतर्गत अंतिम प्रविष्टि और उससे संबंधित प्रविष्टि के बाद शीर्षक पंजीकरण के लिए संक्षेपण [जोकि आगे कॉलम (3) के रूप में संदर्भित है] के सामने निम्नलिखित शामिल किया जाएगा, अर्थात् :-

मास्टर ऑफ सर्जरी (नेत्र रोग विज्ञान)	एम एस (नेत्र रोग विज्ञान) (यह वर्ष मार्च, 2010 में अथवा उसके बाद महात्मा गांधी चिकित्सा महाविद्यालय तथा अनुसंधान संस्थान पांडिचेरी में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में श्री बाला जी विद्यापीठ विश्वविद्यालय, पांडिचेरी द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डॉक्टर ऑफ मेडिसिन (बाल रोग विशेषज्ञ)	एम डी (बाल रोग विशेषज्ञ) (यह वर्ष मार्च, 2010 में अथवा उसके बाद महात्मा गांधी चिकित्सा महाविद्यालय तथा अनुसंधान संस्थान, पांडिचेरी में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में श्री बाला जी विद्यापीठ विश्वविद्यालय, पांडिचेरी द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
मास्टर ऑफ सर्जरी (जनरल सर्जरी)	एम एस (जनरल सर्जरी) (यह वर्ष मार्च, 2010 अथवा उसके बाद महात्मा गांधी चिकित्सा महाविद्यालय तथा

(2)	(3)
	अनुसंधान संस्थान, पांडिचेरी में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में श्री बाला जी विद्यापीठ विश्वविद्यालय, पांडिचेरी द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डाक्टर ऑफ मेडिसिन (जनरल मेडिसीन)	एम डी (जनरल मेडिसिन)
	(यह वर्ष मार्च, 2010 अथवा उसके बाद महात्मा गांधी चिकित्सा महाविद्यालय तथा अनुसंधान संस्थान पांडिचेरी में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में श्री बाला जी विद्यापीठ विश्वविद्यालय, पांडिचेरी द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डाक्टर ऑफ मेडिसिन (मनोश्चिकित्सा)	एम डी (मनोश्चिकित्सा)
	(यह वर्ष मार्च, 2010 अथवा उसके बाद महात्मा गांधी चिकित्सा महाविद्यालय तथा अनुसंधान संस्थान, पांडिचेरी में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में श्री बाला जी विद्यापीठ विश्वविद्यालय, पांडिचेरी द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डॉक्टर ऑफ मेडिसिन (क्षय रोग एवं श्वसनतन्त्र मेडिसिन)	एम डी (क्षय रोग एवं श्वसनतन्त्र मेडिसिन)
	(यह वर्ष मार्च, 2010 में अथवा उसके बाद महात्मा गांधी चिकित्सा महाविद्यालय तथा अनुसंधान संस्थान, पांडिचेरी में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में श्री बाला जी विद्यापीठ विश्वविद्यालय, पांडिचेरी द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
मास्टर ऑफ सर्जरी (अस्थि रोग विज्ञान)	एम. एस. (अस्थि रोग विज्ञान)
	(यह वर्ष मार्च, 2010 अथवा उसके बाद महात्मा गांधी चिकित्सा महाविद्यालय तथा अनुसंधान संस्थान, पांडिचेरी में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में श्री बाला जी विद्यापीठ विश्वविद्यालय, पांडिचेरी द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
मास्टर ऑफ सर्जरी (ईएनटी)	एम. एस. (ईएनटी)
	(यह वर्ष मार्च, 2010 अथवा उसके बाद महात्मा गांधी चिकित्सा महाविद्यालय तथा अनुसंधान संस्थान, पांडिचेरी में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में श्री बाला जी विद्यापीठ विश्वविद्यालय, पांडिचेरी द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डाक्टर ऑफ मेडिसिन/मास्टर ऑफ सर्जरी (प्रसूति रोग तथा स्त्री रोग विशेषज्ञ)	एम डी/एम एस (ओबीजी)
	(यह वर्ष मार्च, 2010 अथवा उसके बाद महात्मा गांधी चिकित्सा महाविद्यालय तथा अनुसंधान संस्थान, पांडिचेरी में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में श्री बाला जी विद्यापीठ विश्वविद्यालय, पांडिचेरी द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
संवेदनाहरक में डिप्लोमा	डीए
	(यह वर्ष मार्च, 2010 अथवा उसके बाद महात्मा गांधी चिकित्सा महाविद्यालय तथा अनुसंधान संस्थान, पांडिचेरी में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में श्री बाला जी विद्यापीठ विश्वविद्यालय, पांडिचेरी द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
चिकित्सा रेडियो (विकिरण) निदान में डिप्लोमा	डीएमआरडी
	(यह वर्ष अप्रैल, 2010 अथवा उसके बाद महात्मा गांधी चिकित्सा महाविद्यालय तथा अनुसंधान संस्थान, पांडिचेरी में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में श्री बाला जी

(2)	(3)
	विद्यापीठ विश्वविद्यालय, पांडिचेरी द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।

(ङ) दी तमिलनाडु डा. एम.जी.आर चिकित्सा विद्यालय, चेन्नई के सामने शीर्षक मान्यताप्राप्त चिकित्सा अर्हता [जोकि आगे कॉलम (2) के रूप में संदर्भित है] के अंतर्गत अंतिम प्रविष्टि और उससे संबंधित प्रविष्टि के बाद शीर्षक पंजीकरण के लिए संक्षेपण [जोकि आगे कॉलम (3) के रूप में संदर्भित है] के सामने निम्नलिखित शामिल किया जाएगा, अर्थात् :–

डाक्टर ऑफ मेडिसिन/मास्टर ऑफ सर्जरी (प्रसूति रोग तथा स्त्री रोग विशेषज्ञ)	एम. डी./एम. एस. (ओबीजी) (यह वर्ष मार्च, 2010 अथवा उसके बाद तिरूनेलवेली मेडिकल कॉलेज, तिरूनेलवेली में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में दी तमिलनाडु डा. एम.जी.आर मेडिकल विश्वविद्यालय, चेन्नई द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डॉक्टर ऑफ मेडिसिन (पेडिक्ट्रिक्स)	एम. डी. (पेडिक्ट्रिक्स) (यह वर्ष मार्च, 2010 में अथवा उसके बाद तिरूनेलवेली मेडिकल कॉलेज, तिरूनेलवेली में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में दी तमिलनाडु, डा. एम.जी.आर, मेडिकल विश्वविद्यालय, चेन्नई द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डॉक्टर ऑफ मेडिसिन (संवेदनाहरण)	एम. डी. (संवेदनाहरण) (यह वर्ष मार्च, 2010 में अथवा उसके बाद किलपौक चिकित्सा महाविद्यालय, चेन्नई में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में दी तमिलनाडु, डा. एम.जी.आर. मेडिकल विश्वविद्यालय, चेन्नई द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
मास्टर ऑफ सर्जरी (अस्थिरोग विज्ञान)	एम. एस. (अस्थिरोग विज्ञान) (यह वर्ष मार्च, 2010 में अथवा उसके बाद कोयम्बटूर मेडिकल कॉलेज, कोयम्बटूर में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में दी तमिलनाडु, डा. एम.जी.आर. मेडिकल विश्वविद्यालय, चेन्नई द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डॉक्टर ऑफ मेडिसिन (चर्म रोग, रतिज तथा कुष्ठ रोग)	एम. डी. (डीवीएल) (यह वर्ष मार्च, 2010 में अथवा उसके बाद किलपौक चिकित्सा महाविद्यालय, चेन्नई में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में दी तमिलनाडु, डा. एम.जी.आर. मेडिकल विश्वविद्यालय, चेन्नई द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डाक्स्टर ऑफ मेडिसिन/मास्टर ऑफ सर्जरी (एनाटोमी)	एम. डी. एम. एस. (एनाटोमी) (यह वर्ष 1983 अथवा उसके बाद तांजावुर मेडिकल कालेज, तंजावूर में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में तमिलनाडु, डा. एम.जी.आर. मेडिकल विश्वविद्यालय, चेन्नई द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
मास्टर ऑफ सर्जरी (जनरल सर्जरी)	एम. एस. (जनरल सर्जरी) (यह वर्ष 2010 अथवा उसके बाद के.ए.पी. विश्वनाथन मेडिकल कालेज, त्रिची में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में दी तमिलनाडु, डा. एम.जी.आर. मेडिकल विश्वविद्यालय, चेन्नई द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।

(च) मान्यता प्राप्त चिकित्सा अर्हता शीर्षक के अंतर्गत भारतीदासन विश्वविद्यालय, तमिलनाडु [इसके बाद कॉलम (2) के रूप में निर्दिष्ट] के सामने पंजीकरण के लिए संक्षिप्त रूप [इसके बाद कॉलम (3) के रूप में निर्दिष्ट] शीर्षक के अंतर्गत अंतिम प्रविष्टि के बाद निम्नलिखित को अंतर्विष्ट किया जाएगा, नामत:

डाक्स्टर ऑफ मेडिसिन (विकिरण निदान)/ मास्टर ऑफ सर्जरी (एनाटोमी)	एम. डी./एम. एस. (एनाटोमी) (यह वर्ष 1983 अथवा उसके बाद तंजावुर मेडिकल कालेज, तंजावुर में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में भारतीदसन विश्वविद्यालय, तमिलनाडु, द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।

(2)	(3)
(ण) मद्रास विश्वविद्यालय के सामने शीर्षक मान्यताप्राप्त चिकित्सा अर्हता [जोकि आगे कॉलम (2) के रूप में संदर्भित है] के अंतर्गत अंतिम प्रविष्टि और उससे संबंधित प्रविष्टि के बाद शीर्षक पंजीकरण के लिए संक्षेपण [जोकि आगे कॉलम (3) के रूप में संदर्भित है] के सामने निम्नलिखित शामिल किया जाएगा, अर्थात् :	
डाक्स्टर ऑफ मेडिसिन/मास्टर ऑफ सर्जरी (एनाटोमी)	एम. डी./एम. एस. (एनाटोमी) (यह वर्ष 1983 अथवा उसके बाद तंजावुर मेडिकल कालेज, तंजावुर में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में मद्रास विश्वविद्यालय, तमिलनाडु, द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
(त) विनायक मिशन विश्वविद्यालय, सलेम, तमिलनाडु के सामने शीर्षक मान्यता प्राप्त चिकित्सा अर्हता [जोकि आगे कॉलम (2) के रूप में संदर्भित है] के अंतर्गत अंतिम प्रविष्टि और उससे संबंधित प्रविष्टि के बाद शीर्षक पंजीकरण के लिए संक्षेपण [जोकि आगे कॉलम (3) के रूप में संदर्भित है] के सामने निम्नलिखित शामिल किया जाएगा, अर्थात् :–	
मास्टर ऑफ सर्जरी (ईएनटी)	एम. एस. (ईएनटी) (यह अप्रैल, 2010 में अथवा उसके बाद आरूपडाई वीडू मेडिकल कालेज, पुडुचेरी में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में विनायक मिशन विश्वविद्यालय, सलेम, तमिलनाडु द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डॉक्टर ऑफ मेडिसिन (जैव रसायन)	एम. डी. (जैव रसायन) (यह अप्रैल 2010 में अथवा उसके बाद आरूपडाई वीडू मेडिकल कालेज, पुडुचेरी में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में विनायक मिशन विश्वविद्यालय, सलेम, तमिलनाडु द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डॉक्टर ऑफ मेडिसिन (पेडिट्रिक्स)	एम. डी. (पेडिट्रिक्स) (यह अप्रैल 2010 में अथवा उसके बाद आरूपडाई वीडू मेडिकल कालेज, पुडुचेरी में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में विनायक मिशन विश्वविद्यालय, सलेम, तमिलनाडु द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
मास्टर ऑफ मेडिसिन/मास्टर ऑफ सर्जरी (प्रसूति रोग तथा स्त्री रोग विशेषज्ञ)	एम. डी./एम. एस. (ओबीजी) (यह अप्रैल, 2010 में अथवा उसके बाद आरूपडाई वीडू मेडिकल कालेज, पुडुचेरी में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में विनायक मिशन विश्वविद्यालय, सलेम, तमिलनाडु द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डॉक्टर ऑफ मेडिसिन (चर्म रोग, रतिज तथा कुष्ठ रोग)	एम. डी. (डीवीएल) (यह अप्रैल 2010 में अथवा उसके बाद आरूपडाई वीडू मेडिकल कालेज, पुडुचेरी में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में विनायक मिशन विश्वविद्यालय, सलेम, तमिलनाडु द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डॉक्टर ऑफ मेडिसिन (जनरल मेडिसिन)	एम. डी. (जनरल मेडिसिन) (यह अप्रैल, 2010 में अथवा उसके बाद आरूपडाई वीडू मेडिकल कालेज, पुडुचेरी में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में विनायक मिशन विश्वविद्यालय, सलेम, तमिलनाडु द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डिप्लोमा इन आर्थोपेडिक्स (डी. आर्थो)	(डी. आर्थो) (यह अप्रैल, 2010 में अथवा उसके बाद आरूपडाई वीडू मेडिकल कालेज, पुडुचेरी में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में विनायक मिशन विश्वविद्यालय, सलेम, तमिलनाडु द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डॉक्टर ऑफ मेडिसिन (बायोकेमिस्ट्री)	एम. डी. (बायोकेमिस्ट्री) (यह अप्रैल, 2010 में अथवा उसके बाद विनायक मिशन मेडिकल कालेज, कराइकल में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में विनायक मिशन विश्वविद्यालय, सलेम, तमिलनाडु द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।

(2)	(3)
डॉक्टर ऑफ मेडिसिन (संवेदनाहरण)	एम. डी. (संवेदनाहरण) (यह अप्रैल, 2010 में अथवा उसके बाद विनायक मिशन मेडिकल कालेज, कराइकल में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में विनायक मिशन विश्वविद्यालय, सलेम, तमिलनाडु द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।

(थ) डॉ. आर.एम.एल. अवध विश्वविद्यालय, फैजाबाद, उत्तर प्रदेश के सामने मान्यताप्राप्त चिकित्सा अर्हता [जोकि आगे कॉलम (2) के रूप में संदर्भित है] के अंतर्गत अंतिम प्रविष्टि और उससे संबंधित प्रविष्टि के बाद शीर्षक पंजीकरण के लिए संक्षेपण [जोकि आगे कॉलम (3) के रूप में संदर्भित है] के सामने निम्नलिखित शामिल किया जाएगा, अर्थात् :

"मास्टर ऑफ सर्जरी (प्रसूति रोग तथा स्त्री रोग विशेषज्ञ)	एम. एस. (ओबीजी) (यह मई, 2010 में अथवा उसके बाद ईरास लखनऊ मेडिकल कालेज, लखनऊ में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ. आर.एम.एल. अवध विश्वविद्यालय, फैजाबाद, उत्तर प्रदेश द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डॉक्टर ऑफ (माइक्रोबॉयोलॉजी)	एम. डी. (माइक्रोबॉयोलॉजी) (यह जून, 2010 में अथवा उसके बाद ईरास लखनऊ मेडिकल कालेज, लखनऊ में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ. आर.एम.एल. अवध विश्वविद्यालय, फैजाबाद, उत्तर प्रदेश द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डॉक्टर ऑफ मेडिसिन (क्षयरोग तथा श्वसनतन्त्र रोग)	एम. डी. (क्षयरोग तथा श्वसनतन्त्र रोग) (यह मई, 2010 में अथवा उसके बाद ईरास लखनऊ मेडिकल कालेज, लखनऊ में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ. आर.एम.एल. अवध विश्वविद्यालय, फैजाबाद, उत्तर प्रदेश द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डॉक्टर ऑफ मेडिसिन (मनोश्चिकित्सा)	एम. डी. (मनोश्चिकित्सा) (यह मई, 2010 में अथवा उसके बाद ईरास लखनऊ मेडिकल कालेज, लखनऊ में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ. आर.एम.एल. अवध विश्वविद्यालय, फैजाबाद, उत्तर प्रदेश द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डॉक्टर ऑफ मेडिसिन (चर्म, रतिज तथा कुष्ठ रोग)	एम. डी. (डीवीएल) (यह जून, 2010 में अथवा उसके बाद ईरास लखनऊ मेडिकल कालेज, लखनऊ में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ. आर.एम.एल. अवध विश्वविद्यालय, फैजाबाद, उत्तर प्रदेश द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
मास्टर ऑफ सर्जरी (नाक, कान तथा गला)	एम. एस. (ईएनटी) (यह मई, 2010 में अथवा उसके बाद ईरास लखनऊ मेडिकल कालेज, लखनऊ में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ. आर.एम.एल. अवध विश्वविद्यालय, फैजाबाद, उत्तर प्रदेश द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डॉक्टर ऑफ मेडिसिन (पेडिट्रिक्स)	एम. डी. (पेडिट्रिक्स) (यह जून, 2010 में अथवा उसके बाद ईरास लखनऊ मेडिकल कालेज, लखनऊ में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ. आर.एम.एल. अवध विश्वविद्यालय, फैजाबाद, उत्तर प्रदेश द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।

सभी के लिए टिप्पणी : 1. स्नातकोत्तर पाठ्यक्रम के लिए स्वीकृत मान्यता 5 वर्ष की अधिकतम अवधि के लिए होगी जिसके बाद इसकी पुनरीक्षा की जाएगी ।

2. उप-धारा 4 में अपेक्षित अनुसार मान्यता को समय पर नवीकरण नहीं कराने के फलस्वरूप संबंधित स्नातकोत्तर पाठ्यक्रमों में निरपवाद रूप से दाखिला बंद हो जाएगा ।

[सं. यू. 12012/173/2010-एमई(पी. II) खंड-1]

अनीता त्रिपाठी, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(DEPARTMENT OF HEALTH AND FAMILY WELFARE)

New Delhi, the 16th September, 2010

S.O. 405.— In exercise of the powers conferred by sub-section (2) of the Section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after cosulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, due to change of nomenclature of the qualification namely:—

In the said Schedule—

(a) against "Kannur University, Kerala" under the heading 'Recognised Medical Qualification ' [hereinafter referred to as column (2)], after the last entry and entray relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:—

(2)	(3)
"Doctor of Medicine (General Medicine)"	MD (General Medicine) (This shall be a recognised medical qualification when granted by Kannur University, Kerala in respect of the students being trained at Academy of Medical Sciences, Pariyaram, Kerala on or after April, 2010).
"Doctor of Medicine (Dermatology, Venereology & Leprosy)"	MD (DVL) (This shall be a recognised medical qualification when granted by Kannur University, Kerala in respect of the students being trained at Academy of Medical Sciences, Pariyaram, Kerala on or after April, 2010).
"[illegible]matology, Venereology & Leprosy"	DDVL (This shall be a recognised medical qualification when granted by Kannur University, Kerala in respect of the students being trained at Academy of Medical Sciences, Pariyaram, Kerala on or after April, 2010).
"Diploma in Child Health"	DCH (This shall be a recognised medical qualification when granted by Kannur University, Kerala in respect of the students being trained at Academy of Medical Sciences, Pariyaram, Kerala on or after September, 2009).
"Diploma in Otolaryngology"	DLO (This shall be a recognised medical qualification when granted by Kannur University, Kerala in respect of the students being trained at Academy of Medical Sciences, Pariyaram, Kerala on or after April, 2010).

(b) against "Manipur University" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)] , after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:—

"Doctor of Medicine (Physical Medicine & Rehabilitation)"	MD (PMR) (This shall be a recognised medical qualification when granted by Manipur University, in respect of the students being trained at Regional Institute of Medical Sciences, Imphal on or after April, 2010).

(c) against "Dr. D.Y. Patil University, Kolhapur, Maharashtra" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column(3)], the following shall be inserted, namely:—

"Master of Surgery (General Surgery)"	M S (General Surgery) (This shall be a recognised medical qualification when granted by Dr. D. Y. Patil University, Kolhapur, Maharashtra in respect of the students being trained at Dr. D. Y. Patil Medical College, Kolhapur on or after June, 2010).
"Doctor of Medicine (Dermatology, Venereology & Leprosy)"	MD (DVL) (This shall be a recognised medical qualification when granted by Dr. D. Y. Patil University, Kolhapur, Maharashtra in respect of the students being trained at Dr. D. Y. Patil Medical College, Kolhapur on or after June, 2010).

(2)	(3)
"Doctor of Medicine (Anatomy)"	MD (Anatomy) (This shall be a recognised medical qualification when granted by Dr. D. Y. Patil University, Kolhapur, Maharashtra in respect of the students being trained at Dr. D. Y. Patil Medical College, Kolhapur on or after May, 2010).
"Diploma in Child Health"	DCH (This shall be a recognised medical qualification when granted by Dr. D. Y. Patil University, Kolhapur, Maharashtra in respect of the students being trained at Dr. D. Y. Patil Medical College, Kolhapur on or after June, 2010).
"Diploma in Orthopaedics"	D. Ortho. (This shall be a recognised medical qualification when granted by Dr. D. Y. Patil University, Kolhapur, Maharashtra in respect of the students being trained at Dr. D. Y. Patil Medical College, Kolhapur on or after June, 2010).

(d) against "Nagpur University, Maharashtra" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:—

"Master of Surgery (Ophthalmology)"	MS (Ophthalmology) (This shall be a recognised medical qualification when granted by Nagpur University, Maharashtra in respect of the students being trained at J. N.Medical College, Swangi, Wardha on or after December, 2006).

(e) against "RTM Nagpur University, Maharashtra" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column(3)], the following shall be inserted, namely:—

"Master of Surgery (Ophthalmology)"	MS (Ophthalmology) (This shall be a recognised medical qualification when granted by RTM Nagpur University, Maharashtra in respect of the students being trained at J. N.Medical College, Swangi, Wardha on or after December, 2006).

(f) against "Datta Meghe Institute of Medical Sciences University, Maharashtra" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:—

"Master of Surgery (Ophthalmology)"	MS (Ophthalmology) (This shall be a recognised medical qualification when granted by Datta Meghe Institute of Medical Sciences University, Maharashtra in respect of the students being trained at J. N.Medical College, Swangi, Wardha on or after December, 2006).
"Doctor of Medicine (Psychiatry)"	MD (Psychiatry) (This shall be a recognised medical qualification when granted by Datta Meghe Institute of Medical Sciences University, Maharashtra in respect of the students being trained at J. N.Medical College, Swangi, Wardha on or after June, 2010).
"Doctor of Medicine (Microbiology)"	MD (Microbiology) (This shall be a recognised medical qualification when granted by Datta Meghe Institute of Medical Sciences University, Maharashtra in respect of the students being trained at J. N.Medical College, Swangi, Wardha on or after April, 2010).
"Doctor of Medicine (Biochemistry)"	MD (Biochemistry) (This shall be a recognised medical qualification when granted by Datta Meghe Institute of Medical Sciences University, Maharashtra in respect of the students being trained at J. N.Medical College, Swangi, Wardha on or after May, 2010).
"Doctor of Medicine (Community Medicine)"	MD (Community Medicine) (This shall be a recognised medical qualification when granted by Datta Meghe Institute of Medical Sciences University, Maharashtra in respect of the students being trained at J. N.Medical College, Swangi, Wardha on or after May, 2010).

(g) against "Padmashree Dr. D.Y. Patil University, Navi Mumbai, Maharashtra" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column(3)], the following shall be inserted, namely:—

(2)	(3)
"Doctor of Medicine/Master of Surgery (Obstetrics & Gynaecology)"	MD/MS (OBG) (This shall be a recognised medical qualification when granted by Padmashree Dr. D.Y. Patil University, Navi Mumbai, Maharashtra in respect of students being trained at Dr. D.Y. Patil University, Navi Mumbai, Maharashtra on or after May, 2010)

(h) against "Pravara Institute of Medical Sciences (Deemed University, Loni, Maharashtra" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:—

"Diploma in Medical Radio Therapy"	DMRT (This shall be a recognised medical qualification when granted by Pravara Institute of Medical Sciences Deemed University, Loni, Maharashtra in respect of students being trained at Rural Medical College, Loni, Maharashtra on or after June, 2010).

(i) against "Rajasthan University" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:—

"Master of Surgery (Anatomy)"	MS (Anatomy) (This shall be a recognised medical qualification when granted by Rajasthan University in respect of students being trained at J.L.N. Medical College, Ajmer, Rajasthan on or after 1981)

(j) against "Rajasthan University of Health Sciences, Jaipur" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:—

"Master of Surgery (Anatomy)"	MS (Anatomy) (This shall be a recognised medical qualification when granted by Rajasthan University of Health Sciences, Jaipur in respect of students being trained at J.L.N. Medical College, Ajmer, Rajasthan on or after 1981)

(k) against "Pondicherry University" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:—

"Master of Surgery (Ophthalmology)"	MS (Ophthalmology) (This shall be a recognised medical qualification when granted by Pondicherry University in respect of students being trained at Mahatma Gandhi Medical College & Research Institute, Puducherry on or after March, 2010).
"Doctor of Medicine (Paediatrics)"	MD (Paediatrics) (This shall be a recognised medical qualification when granted by Pondicherry University in respect of students being trained at Mahatma Gandhi Medical College & Research Institute, Puducherry on or after March, 2010).
"Master of Surgery (General Surgery)"	MS (General Surgery) (This shall be a recognised medical qualification when granted by Pondicherry University in respect of students being trained at Mahatma Gandhi Medical College & Research Institute, Puducherry on or after March, 2010).
"Doctor of Medicine (General Medicine)"	MD (General Medicine) (This shall be a recognised medical qualification when granted by Pondicherry University in respect of students being trained at Mahatma Gandhi Medical College & Research Institute, Puducherry on or after March, 2010).

(2)	(3)
"Doctor of Medicine (Psychiatry)"	MD (Psychiatry) (This shall be a recognised medical qualification when granted by Pondicherry University in respect of students being trained at Mahatma Gandhi Medical College & Research Institute, Puducherry on or after March, 2010).
"Doctor of Medicine (Tuberculosis & Respiratory Medicine)"	MD (TB & Respiratory Diseases) (This shall be a recognised medical qualification when granted by Pondicherry University in respect of students being trained at Mahatma Gandhi Medical College & Research Institute, Puducherry on or after March, 2010).
"Master of Surgery (Orthopaedics)"	MS (Ortho.) (This shall be a recognised medical qualification when granted by Pondicherry University in respect of students being trained at Mahatma Gandhi Medical College & Research Institute, Puducherry on or after March, 2010).
"Master of Surgery (ENT)"	MS (ENT) (This shall be a recognised medical qualification when granted by Pondicherry University in respect of students being trained at Mahatma Gandhi Medical College & Research Institute, Puducherry on or after March, 2010).
"Doctor of Medicine/Master of Surgery (Obstetrics & Gynaecology)"	MD/MS (OBG) (This shall be a recognised medical qualification when granted by Pondicherry University in respect of students being trained at Mahatma Gandhi Medical College& Research Institute, Puducherry on or after March, 2010).

(l) against "Sri Balaji Vidyapeeth University, Pondicherry" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:—

"Master of Surgery (Ophthalmology)"	MS (Ophthalmology) (This shall be a recognised medical qualification when granted by Sri Balaji Vidyapeeth University, Pondicherry in respect of students being trained at Mahatma Gandhi Medical College & Research Institute, Puducherry on or after March, 2010).
"Doctor of Medicine (Paediatrics)"	MD (Paediatrics) (This shall be a recognised medical qualification when granted by Sri Balaji Vidyapeeth University, Pondicherry in respect of students being trained at Mahatma Gandhi Medical College & Research Institute, Puducherry on or after March, 2010).
"Master of Surgery (General Surgery)"	MS (General Surgery) (This shall be a recognised medical qualification when granted by Sri Balaji Vidyapeeth University, Pondicherry in respect of students being trained at Mahatma Gandhi Medical College & Research Institute, Puducherry on or after March, 2010).
"Doctor of Medicine (General Medicine)"	MD (General Medicine) (This shall be a recognised medical qualification when granted by Sri Balaji Vidyapeeth University, Pondicherry in respect of students being trained at Mahatma Gandhi Medical College & Research Institute, Puducherry on or after March, 2010).
"Doctor of Medicine (Psychiatry)"	MD (Psychiatry) (This shall be a recognised medical qualification when granted by Sri Balaji Vidyapeeth University, Pondicherry in respect of students being trained at Mahatma Gandhi Medical College & Research Institute, Puducherry on or after March, 2010).

(2)	(3)
"Doctor of Medicine (Tuberculosis & Respiratory Medicine)"	MD (TB & Respiratory Diseases) (This shall be a recognised medical qualification when granted by Sri Balaji Vidyapeeth University, Pondicherry in respect of students being trained at Mahatma Gandhi Medical College & Research Institute, Puducherry on or after March, 2010).
"Master of Surgery (Orthopaedics)"	MS (Ortho.) (This shall be a recognised medical qualification when granted by Sri Balaji Vidyapeeth University, Pondicherry in respect of students being trained at Mahatma Gandhi Medical College & Research Institute, Puducherry on or after March, 2010).
"Master of Surgery (ENT)"	MS (ENT) (This shall be a recognised medical qualification when granted by Sri Balaji Vidyapeeth University, Pondicherry in respect of students being trained at Mahatma Gandhi Medical College & Research Institute, Puducherry on or after March, 2010).
"Doctor of Medicine/Master of Surgery (Obstetrics & Gynaecology)"	MD/MS (OBG) (This shall be a recognised medical qualification when granted by Sri Balaji Vidyapeeth University, Pondicherry in respect of students being trained at Mahatma Gandhi Medical College & Research Institute, Puducherry on or after March, 2010).
"Diploma in Anaesthesia"	DA (This shall be a recognised medical qualification when granted by Sri Balaji Vidyapeeth University, Pondicherry in respect of students being trained at Mahatma Gandhi Medical College & Research Institute, Puducherry on or after March, 2010).
"Diploma in Medical Radio Diagnosis"	DMRD (This shall be a recognised medical qualification when granted by Sri Balaji Vidyapeeth University, Pondicherry in respect of students being trained at Mahatma Gandhi Medical College & Research Institute, Puducherry on or after April, 2010).

(m) against "The Tamilnadu Dr. MGR Medical University, Chennai" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:—

"Doctor of Medicine/Master of Surgery (Obstetrics & Gynaecology)"	MD/MS (OBG) (This shall be a recognised medical qualification when granted by The Tamilnadu Dr. MGR Medical University, Chennai in respect of students being trained at Tirunelveli Medical College, Tirunelveli on or after March, 2010)
"Doctor of Medicine (Paediatrics)"	MD (Paediatrics). (This shall be a recognised medical qualification when granted by The Tamilnadu Dr. MGR Medical University, Chennai in respect of students being trained at Tirunelveli Medical College, Tirunelveli on or after March, 2010)
"Doctor of Medicine (Anaesthesia)"	MD (Anaesthesia). (This shall be a recognised medical qualification when granted by The Tamilnadu Dr. MGR Medical University, Chennai in respect of students being trained at Kilpauk Medical College, Chennai on or after March, 2010)
"Master of Surgery (Orthopaedics)"	MS (Orthopaedics). (This shall be a recognised medical qualification when granted by Tamilnadu Dr. MGR Medical University, Chennai in respect of students being trained at Coimbatore Medical College, Coimbatore on or after March, 2010).

(2)	(3)
"Doctor of Medicine (Dermatology, Venreology & Leprosy)"	MD (DVL) (This shall be a recognised medical qualification when granted by Tamil Nadu Dr. MGR Medical University, Chennai in respect of students being trained at Kilpauk Medical College, Chennai on or after March, 2010).
"Doctor of Medicine/Master of Surgery (Anatomy)"	MD/MS (Anatomy) (This shall be a recognised medical qualification when granted by Tamil Nadu Dr. MGR Medical University, Chennai in respect of students being trained at Thanjavur Medical College, Thanjavur on or after 1983).
"Master of Surgery (General Surgery)"	MS (General Surgery) (This shall be a recognised medical qualification when granted by Tamil Nadu Dr. MGR Medical University, Chennai in respect of students being trained at KAP Viswanathan Medical College, Trichy on or after March, 2010).

(n) against "Bharathidasan University, Tamil Nadu" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:—

"Doctor of Medicine/Master of Surgery (Anatomy)"	MD/MS (Anatomy) (This shall be a recognised medical qualification when granted by Bharathidasan University, Tamil Nadu in respect of students being trained at Thanjavur Medical College, Thanjavur on or after 1983).

(o) against "Madras University, Tamil Nadu" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:—

"Doctor of Medicine/Master of Surgery (Anatomy)"	MD/MS (Anatomy) (This shall be a recognised medical qualification when granted by Madras University, Tamil Nadu in respect of students being trained at Thanjavur Medical College, Thanjavur on or after 1983).

(p) against "Vinayaka Mission University, Salem, Tamil Nadu" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:—

"Master of Surgery (Ear, Nose & Throat)"	MS (ENT) (This shall be a recognised medical qualification when granted by Vinayaka Mission University, Salem, Tamil Nadu in respect of students being trained at Aarupadai Veedu Medical College, Puducherry on or after April, 2010).
"Doctor of Medicine (Biochemistry)"	MD (Biochemistry) (This shall be a recognised medical qualification when granted by Vinayaka Mission University, Salem, Tamil Nadu in respect of students being trained at Aarupadai Veedu Medical College, Puducherry on or after April, 2010).
"Doctor of Medicine (Paediatrics)"	MD (Paediatrics) (This shall be a recognised medical qualification when granted by Vinayaka Mission University, Salem, Tamil Nadu in respect of students being trained at Aarupadai Veedu Medical College, Puducherry on or after April, 2010).
"Doctor of Medicine/Master of Surgery (Obstetrics & Gynaecology)"	MD/MS (OBG) (This shall be a recognised medical qualification when granted by Vinayaka Mission University, Salem, Tamil Nadu in respect of students being trained at Aarupadai Veedu Medical College, Puducherry on or after April, 2010).

(2)	(3)
"Doctor of Medicine (Dermatology, Venereology & Leprosy)"	MD (DVL) (This shall be a recognised medical qualification when granted by Vinayaka Mission University, Salem, Tamil Nadu in respect of students being trained at Aarupadai Veedu Medical College, Puducherry on or after April, 2010).
"Doctor of Medicine (General Medicine)"	MD (General Medicine) (This shall be a recognised medical qualification when granted by Vinayaka Mission University, Salem, Tamil Nadu in respect of students being trained at Aarupadai Veedu Medical College, Puducherry on or after April, 2010).
"Diploma in Orthopaedics"	D. Ortho. (This shall be a recognised medical qualification when granted by Vinayaka Mission University, Salem, Tamil Nadu in respect of students being trained at Aarupadai Veedu Medical College, Puducherry on or after April, 2010).
"Doctor of Medicine (Biochemistry)"	MD (Biochemistry) (This shall be a recognised medical qualification when granted by Vinayaka Mission University, Salem, Tamil Nadu in respect of students being trained at Vinayaka Mission Medical College, Karaikal on or after April, 2010).
"Doctor of Medicine (Anaesthesia)"	MD (Anaesthesia) (This shall be a recognised medical qualification when granted by Vinayaka Mission University, Salem, Tamil Nadu in respect of students being trained at Vinayaka Mission Medical College, Karaikal on or after April, 2010).

(q) against "Dr. RML Avadh University, Faizabad, Uttar Pradesh" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:—

"Master of Surgery (Obstetrics & Gynaecology)"	MS (OBG) (This shall be a recognised medical qualification when granted by Dr. RML Avadh University, Faizabad, Uttar Pradesh in respect of students being trained at Era's Lucknow Medical College, Lucknow on or after May, 2010).
"Doctor of Medicine (Microbiology)"	MD (Microbiology) (This shall be a recognised medical qualification when granted by Dr. RML Avadh University, Faizabad, Uttar Pradesh in respect of students being trained at Era's Lucknow Medical College, Lucknow on or after June, 2010).
"Doctor of Medicine (Tuberculosis & Respiratory Diseases)"	MD (TB & Respiratory Diseases) (This shall be a recognised medical qualification when granted by Dr. RML Avadh University, Faizabad, Uttar Pradesh in respect of students being trained at Era's Lucknow Medical College, Lucknow on or after May, 2010).
"Doctor of Medicine (Psychiatry)"	MD ((Psychiatry) (This shall be a recognised medical qualification when granted by Dr. RML Avadh University, Faizabad, Uttar Pradesh in respect of students being trained at Era's Lucknow Medical College, Lucknow on or after May, 2010).
"Doctor of Medicine (Dermatology, Venereology & Leprosy)"	MD (DVL) (This shall be a recognised medical qualification when granted by Dr. RML Avadh University, Faizabad, Uttar Pradesh in respect of students being trained at Era's Lucknow Medical College, Lucknow on or after June, 2010).
"Master of Surgery (Ear, Nose & Throat)"	MS (ENT) (This shall be a recognised medical qualification when granted by Dr. RML Avadh University, Faizabad, Uttar Pradesh in respect of students being trained at Era's Lucknow Medical College, Lucknow on or after May, 2010).

(2)	(3)
"Doctor of Medicine (Paediatrics)"	MD (Paediatrics) (This shall be a recognised medical qualification when granted by Dr. RML Avadh University, Faizabad, Uttar Pradesh in respect of students being trained at Era's Lucknow Medical College, Lucknow on or after June, 2010).

Note to all : 1. The recognition so granted to a Postgraduate Course shall be for a maximum period of 5 years, upon which it shall have to be renewed.

2. Failure to seek timely renewal of recognition as required in sub-clause-4 shall invariably result in stoppage of admissions to the concerned Postgraduate Course.

[No. U.12012/173/2010-ME(P.II)Vol.I]
ANITA TRIPATHI, Under Secy.

नई दिल्ली, 3 दिसम्बर, 2010

का.आ. 406.—केन्द्र सरकार, दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की धारा (10) की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दंत चिकित्सा परिषद् से परामर्श करके, उक्त अधिनियम की अनुसूची भाग-1 में निम्नलिखित संशोधन करती है, नामत: :—

2. बाबा फरीद स्वास्थ्य विज्ञान विश्वविद्यालय, फरीदकोट द्वारा प्रदान की जा रही दंत चिकित्सा डिग्रियों को मान्यता देने के बारे में दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 के संबंध में क्रम संख्या 53 के सामने कॉलम 2 तथा 3 की मौजूदा प्रविष्टियों में इसके पश्चात् निम्नलिखित प्रविष्टियों को अंतर्विष्ट किया जाएगा :—

"XII. राष्ट्रीय दंत-चिकित्सा महाविद्यालय तथा अस्पताल, डेरा बस्सी, पंजाब	
पेयडोडॉंटिक्स एंड प्रिवेन्टिव डेंटिस्ट्री (यदि दिनांक 29-5-2010 को या उसके बाद प्रदान की गई ।)	एम. डी. एस. (पेयडोडॉंटिक्स एंड प्रिवेन्टिव डेंटिस्ट्री), बाबा फरीद स्वास्थ्य विज्ञान विश्वविद्यालय, फरीदकोट ।
कंजरवेटिव डेंटिस्ट्री तथा इंडोडॉंटिक्स (यदि दिनांक 29-5-2010 को या उसके बाद प्रदान की गई ।)	एम. डी. एस. (कंजरवेटिव डेंटिस्ट्री तथा इंडोडॉंटिक्स), बाबा फरीद स्वास्थ्य विज्ञान विश्वविद्यालय, फरीदकोट ।
ओरल एंड मेक्सिलोफेसियल सर्जरी (यदि दिनांक 8-6-2010 को या उसके बाद प्रदान की गई ।)	एम. डी. एस. (ओरल एंड मेक्सिलोफेसियल सर्जरी), बाबा फरीद स्वास्थ्य विज्ञान विश्वविद्यालय, फरीदकोट ।
पेरिओडोंटोलॉजी (यदि दिनांक 8-6-2010 को या उसके बाद प्रदान की गई ।)	एम. डी. एस. (पेरिओडोंटोलॉजी), बाबा फरीद स्वास्थ्य विज्ञान विश्वविद्यालय, फरीदकोट ।

[सं. वी. 12017/70/2005-डी. ई.]
अनिता त्रिपाठी, अवर सचिव

New Delhi, the 3rd December, 2010

S.O. 406.—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 :—

2. In the existing entries of columns 2 & 3 against Serial No. 53, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Baba Farid University of Health Sciences, Fridkot, the following entries shall be inserted thereunder :—

"XII. National Dental College & Hospital, Dera Bassi, Punjab	
Master Dental Surgery	
Paedodontics and Preventive Dentistry (if granted on or after 29-5-2010)	MDS, (Paedodontics and Preventive Dentistry), Baba Farid University of Health Sciences, Faridkot.

Conservative Dentistry and Endodontics (if granted on or after 29-5-2010)	MDS, (Conservative Dentistry and Endodontics), Baba Farid University of Health Sciences, Faridkot
Oral & Maxillofacial Surgery (if granted on or after 8-6-2010)	MDS, (Oral & Maxillofacial Surgery), Baba Farid University of Health Sciences, Faridkot.
Periodontology (if granted on or after 8-6-2010)	MDS, (Periodontology), Baba Farid University of Health Sciences, Faridkot.

[No.V-12017/70/2005-DE]
ANITA TRIPATHI, Under Secy.

विदेश मंत्रालय

(सीपीवी प्रभाग)

नई दिल्ली, 1 फरवरी, 2011

का.आ. 407.—राजनयिक और कॉंसलीय ऑफिसर (शपथ और फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में, केंद्र सरकार एतद्द्वारा श्री मागेश कुमार, सहायक को 1-2-2011 से भारत के राजदूतावास, मस्कत में सहायक कॉंसुलर अधिकारी के कर्तव्यों का पालन करने के लिए प्राधिकृत करती है ।

[सं. टी. 4330/1/2006]
आर. के. पेरिनडिया, अवर सचिव (कॉंसुलर)

MINISTRY OF EXTERNAL AFFAIRS

(CPV Division)

New Delhi, the 1st February, 2011

S. O. 407.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorize Shri Magesh Kumar, Assistant Embassy of India, Muscat to perform the duties of Assistant Consular Officer with effect from 1st February, 2011.

[No. T. 4330/1/2006]
R. K. PERINDIA, Under Secy. (Consular)

नई दिल्ली, 3 फरवरी, 2011

का.आ. 408.—राजनयिक और कॉंसलीय ऑफिसर (शपथ और फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में, केंद्र सरकार एतद्द्वारा श्री राजकुमार दुग्गल, सहायक को 3-2-2011 से भारत के कौंसलावास, फ्रैंकफर्ट में सहायक कॉंसुलर अधिकारी के कर्तव्यों का पालन करने के लिए प्राधिकृत करती है ।

[सं. टी. 4330/1/2006]
आर. के. पेरिनडिया, अवर सचिव (कॉंसुलर)

New Delhi, the 3rd February, 2011

S.O. 408.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorize Shri Raj Kumar Duggal, Assistant Consulate General of India, Frankfurt to perform the duties of Assistant Consular Officer with effect from 3rd February, 2011.

[No. T. 4330/1/2006]
R. K. PERINDIA, Under Secy. (Consular)

मानव संसाधन विकास मंत्रालय

(उच्चतर शिक्षा विभाग)

नई दिल्ली, 11 जनवरी, 2011

का.आ. 409.—सार्वजनिक परिसर (अवैध कब्जे खाली कराना) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा मानव संसाधन विकास मंत्रालय, उच्चतर शिक्षा विभाग के दिनांक 16 जनवरी, 2009 के का.आ. संख्या में भारत सरकार की अधिसूचना का अधिक्रमण करते हुए, इस अधिक्रमण से पहले की गई अथवा समाप्त की जाने वाली बातों को छोड़कर केंद्र सरकार एतद्द्वारा श्री दिलान कुरैशी, एसोशिएट प्रोफेसर, जामिया मिलिया इस्लामिया को उपर्युक्त अधिनियम के प्रयोजनार्थ सरकार के राजपत्रित अधिकारी के पद के समकक्ष अधिकारी के रूप में संपदा अधिकारी नियुक्त करती है । वे जामिया मिलिया इस्लामिया की स्थानीय सीमाओं के अन्दर जामिया मिलिया इस्लामिया से संबंधित और उसके प्रशासनिक नियन्त्रण में आने वाले सार्वजनिक परिसरों के संबंध में उपर्युक्त अधिनियम द्वारा अथवा के तहत सम्पदा अधिकारी के शक्तियों का उपयोग और कर्तव्यों का पालन करेंगे ।

[सं. एफ. 6-24/2008-डैस्क(यू)]
जुगलाल सिंह, अवर सचिव

MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department of Higher Education)

New Delhi, the 11th January, 2011

S.O. 409.—In exercise of 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 Human Resource Development, Department of Higher Education, number S.O. dated the 16th January, 2009,

except as respects things done or omitted to be done before such supersession, the Central Government hereby appoints Sh. Dillan Qureshi, Associate Professor, Jamia Millia Islamia, being an officer equivalent to the rank of a Gazetted Officer of Government, to be Estate Officer, for the purposes 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, in respect of the public premises within the local limits of Jamia Millia Islamia campus belonging to and under the administrative control of the Jamia Millia Islamia.

[No. F. 6-24/2008-Desk (U)]

JUGLAL SINGH, Under Secy.

विद्युत मंत्रालय

नई दिल्ली, 28 जनवरी, 2011

का. आ. 410.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में विद्युत मंत्रालय, नई दिल्ली के प्रशासनिक नियंत्रणाधीन ऊर्जा दक्षता ब्यूरो, चतुर्थ तल, सेवा भवन, आर. के. पुरम, नई दिल्ली-110 066 को, जिनके 80 प्रतिशत कर्मचारीवृंद ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्द्वारा अधिसूचित करती है ।

[सं. 11017/4/2010-हिंदी]

अशोक लवासा, अपर सचिव

MINISTRY OF POWER

New Delhi, the 28th January, 2011

S. O. 410.—In pursuance of Sub Rule (4) of Rule 10 of the Official Language (Use for official purposes of the union) Rules, 1976 the Central Government hereby notifies Bureau of Energy Efficiency, 4th Floor, Sewa Bhawan, R. K. Puram, New Delhi-110 066, the staff whereof have acquired 80% working knowledge of Hindi.

[No. 11017/4/2010-Hindi]

ASHOK LAVASA, Addl. Secy.

नई दिल्ली, 28 जनवरी, 2011

का. आ. 411.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में विद्युत मंत्रालय, नई दिल्ली के प्रशासनिक नियंत्रणाधीन एनटीपीसी लिमिटेड, नई दिल्ली, एनएचपीसी लिमिटेड, फरीदाबाद तथा पावरग्रिड कारपोरेशन ऑफ इंडिया लिमिटेड, गुड़गांव के निम्नलिखित कार्यालयों को, जिनके 80 प्रतिशत कर्मचारीवृंद ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्द्वारा अधिसूचित करती है :

1. एनटीपीसी लिमिटेड,
   तपोवन-विष्णुगाड हाइड्रो पावर प्रोजेक्ट,
   कागभुषंडि ऑफिस, बद्रीनाथ रोड,
   जोशीमठ, जिला : चमोली (उत्तराखंड)

2. एनएचपीसी लिमिटेड,
   कोटली भेल जल विद्युत परियोजना स्टेज-II,
   कौड़ियाला, जिला : टिहरी गढ़वाल,
   उत्तराखंड

3. पावरग्रिड कारपोरेशन ऑफ इंडिया लि.,
   पंचकुला 400/220 केवी उपकेंद्र,
   प्लाट नं. 24, अलीपुर इंडस्ट्रियल एस्टेट,
   बरवाला पंचकुला (हरियाणा)-134 118

4. पावरग्रिड कारपोरेशन ऑफ इंडिया लि.,
   मकान नं. 1571, पुलिस चौकी रोड,
   सैक्टर-23, सोनीपत (हरियाणा)-131 001

[सं.11017/4/2010-हिंदी]

अशोक लवासा, अपर सचिव

New Delhi, the 28th January, 2011

S. O. 411.—In pursuance of Sub Rule (4) of Rule 10 of the Official Language (Use for official purposes of the union) Rules, 1976 the Central Government hereby notifies the following offices, under the administrative control of NTPC Limited, New Delhi, NHPC Limited, Faridabad and Powergrid Corporation of India Ltd., Gurgaon, the staff whereof have acquired 80% working knowledge of Hindi.

1. NHPC Limited,
   Tapovan-Vishnugad Hydro Power Project,
   Kagbhusandi Office, Badrinath Road,
   Joshimath, Distt. Chamoli (Uttrakhand).

2. NHPC Limited,
   Kotli Bhel HE Project Stage-II,
   Kaudiyala, Distt. Tehri Garhwal,
   Uttrakhand.

3. Powergrid Corporation of India Limited,
   Panchkula, 400/220 KV Sub Station,
   Plot No. 24, Alipur Industrial Estate,
   Barwala Panchkula (Haryana)-134 118.

4. Powergrid Corporation of India Limited,
   House No. 1571, Police Chowki Road,
   Sector-23, Sonepat (Haryana)-131 001.

[No. 11017/4/2010-Hindi]

ASHOK LAVASA, Addl. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

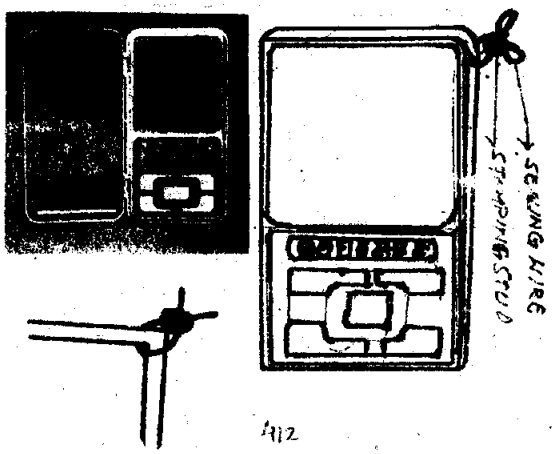
(उपभोक्ता मामले विभाग)

नई दिल्ली, 15 जुलाई, 2010

का.आ. 412.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976(1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अत: अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स झीन शी डाय लिमिटिड, यूनिट आर 1/एफ, मौलम स्ट्रीट, जोर्डन, कोवलून, हांगकांग द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "जीपीई" शृंखला के अस्वचालित, अंकक सूचन सहित तोलन उपकरण (पॉकेट स्केल-टेबलटाप टाइप) जिसके ब्राण्ड का नाम "गंगा" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे मैसर्स शुभ वेइंग स्केल, 5050, सिरकीवालां, हौज काजी, दिल्ली-110006 द्वारा बिना किसी बदलाव या जुडाव के भारत में बिक्रित किया गया है और जिसे अनुमोदन चिह्न आई एन डी/09/09/463 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है ।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (पॉकेट स्केल-टेबलटाप टाइप) है । इसकी अधिकतम क्षमता 200 ग्रा. और न्यूनतम क्षमता 500 मि. ग्रा. है । सत्यापन मापमान अन्तराल (ई) 10 मि ग्रा. है । इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है । लिक्विड क्रिस्टल डायोड (एल सी डी) प्रदर्श तोलन परिणाम उपदर्शित करता है । उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ।



आकृति-2 सीलिंग प्रावधान का योजनाबद्ध डायग्राम

स्केल के विपरीत कार्नर पर सीलिंग वायर और स्टड से सीलिंग किया गया है । कपटपूर्ण व्यवहार से वेइंग मशीन को खोले जाने से रोकने के लिए सीलिंग किया गया है । मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है ।

उपकरण में केलिब्रेशन के लिए बाहरी पहुंच है । बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है ।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1मि.ग्रा. से 50 मि. ग्रा. तक के "ई" मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1x10^{k}$, $2x10^{k}$ $5x10^{k}$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं ।

[फा. सं. डब्ल्यू एम-21(259)/2009]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

New Delhi, the 15th July, 2010

S.O. 412.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Pocket Scale-Table top type) with digital indication of high Accuracy (Accuracy class -II) of series "GPE" and with brand name "GANGA" (hereinafter referred to as the said model), maunfactured by M/s Xin Shi Dai Ltd, Unit F, 1/F, Maulam Street, Jordon, Kowloon, Hongkong and sold in India without any alteration or additions by M/s Shubh Weighing Scales, 5050, Sirkiwalan, Hauz Quazi, Delhi 110006 and which is assigned the approval mark IND/09/09/463;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Pocket Scale-Tabletop type) with a maximum capacity of 200 g. and minimum capacity of 500 mg. The verification scale interval (e) is 10mg. It has a tare device with a 100 percent subtractive retained tare effect. The Liquid Crystal Diode (LCD) display indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1 Model

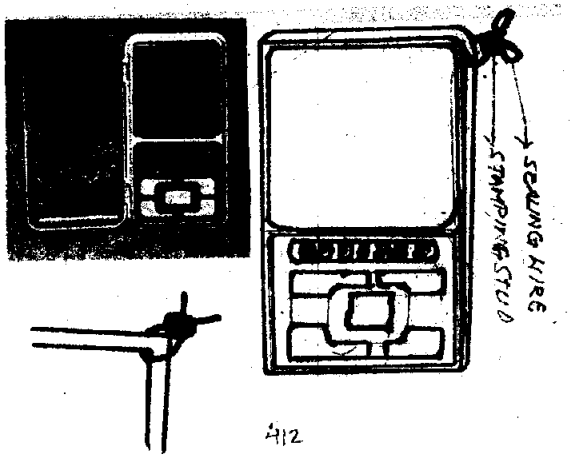


Figure-2 Schematic diagram of Sealing provision of the model

The scale is being sealed by the sealing wire and stud from the opposite corner. Sealing shall be done to prevent opening of the weighing machine for fraudulent practice. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said, Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, and performance of same series with maximum capacity up to 50kg. and with number of verification scale interval (n) in the range of 100 to50,000 for 'e' value of 1mg. to 50mg. and with number of verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100mg. or more and with 'e' value of $1x10^k$, $2x10^k$,or $5x10^k$, k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved model has been manufactured.

[F.No.WM-21/(259)/2009]

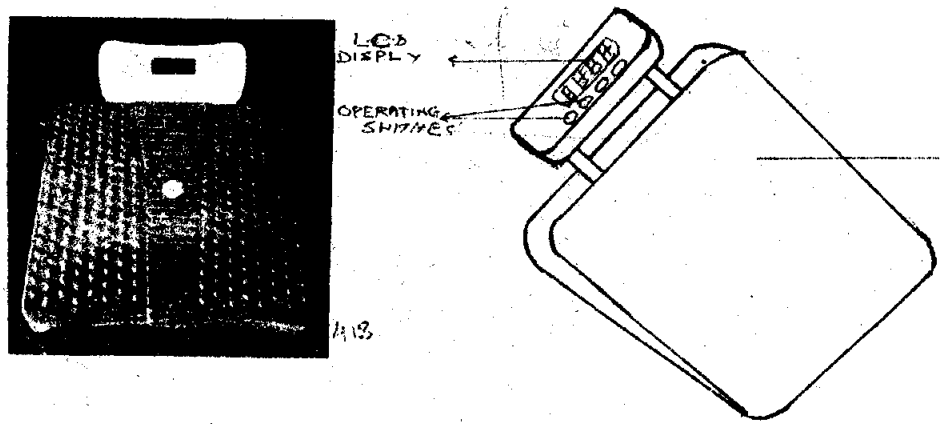
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 15 जुलाई, 2010

का.आ. 413.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976(1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अत: अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स झीन शी डाय लिमिटिड, यूनिट आर 1/एफ, मौलम स्ट्रीट, जोर्डन, कोवलून, हांगकांग द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "जीबीई" शृंखला के अस्वचालित, अंकक सूचन सहित तोलन उपकरण (इलेक्ट्रोनिक परसन वेइंग मशीन) जिसके ब्राण्ड का नाम "गंगा" है, (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे मैसर्स शुभ वेइंग स्केल, 5050, सिरकीवालां, हौज काजी, दिल्ली-110006 द्वारा बिना किसी बदलाव या जुडाव के भारत में बिक्रित किया गया है और जिसे अनुमोदन चिह्न आई एन डी/09/09/462 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है ।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (इलेक्ट्रोनिक परसन वेइंग मशीन) है । इसकी अधिकतम क्षमता 150 कि.ग्रा. और न्यूनतम क्षमता 2 कि. ग्रा. है । सत्यापन मापमान अन्तराल (ई) 100 ग्रा. है । इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है । प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है । उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ।



आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

स्केल के विपरीत कार्नर पर सीलिंग वायर और स्टड से सीलिंग किया गया है । कपटपूर्ण व्यवहार से वेइंग मशीन को खेले जाने से रोकने के लिए सीलिंग किया गया है । मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है ।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 150 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1x10^k$, $2x10^k$ $5x10^k$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं ।

[फा. सं. डब्ल्यू एम-21(259)/2009]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 15th July, 2010

S.O. 413.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Electronic Person Weighing Machine) with digital indication of medium Accuracy (Accuracy class -III) of Series "GBE" and with brand name "GANGA" (hereinafter referred to as the said model), maunfactured by M/s Xin Shi Dai Ltd, Unit R 1/F, Maulam Street, Jordon, Kowloon, Hongkong and sold in India without any alteration or additions by M/s Shubh Weighing Scales, 5050, Sirkiwalan, Hauz Quazi, Delhi 110006 and which is assigned the approval mark IND/09/09/462;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Electronic Person Weighing Machine) with a maximum capacity of 150 kg. and minimum capacity of 2 kg. The verification scale interval (e) is 100 g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1

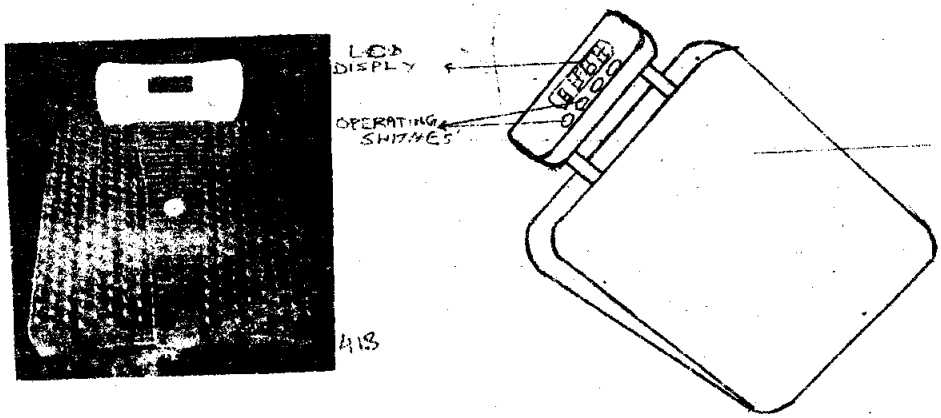


Figure-2 Sealing provision of the indicator of model

The scale is being sealed by the sealing wire and stud from the opposite corner. Sealing shall be done to prevent opening of the weighing machine for fraudulent practice. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said, Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity upto 150kg with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of $1x10^k$, $2x10^k$,or $5x10^k$, where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21/(259)/2009]

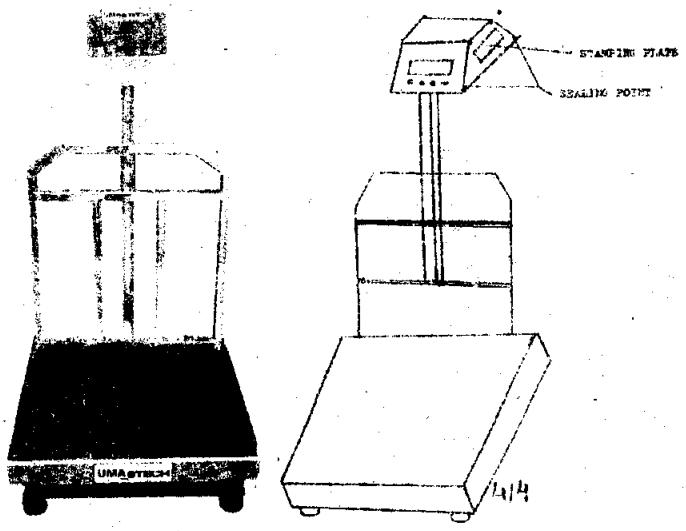
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 9 दिसम्बर, 2010

का.आ. 414.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976(1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अत: अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स उमा मैकेनिकल वर्क्स, 39, के पी एन कालोनी, 5वीं स्ट्रीट, तिरूपुर-641601 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता-III) वाले "यूएमपी" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम "उमा टैक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/482 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है ।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है । इसकी अधिकतम क्षमता 1000 कि. ग्रा. न्यूनतम क्षमता 4 कि.ग्रा. है । सत्यापन मापमान अन्तराल (ई) 200 ग्रा. है । इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है । प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है । उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ।



आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्पले की बाडी में से सीलिंग वायर निकाल कर डिस्पले पर सीलिंग की जाती है । सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है । मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है ।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है । बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है ।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि. ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1x10^{k}$, $2x10^{k}$, $5x10^{k}$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं ।

[फा. सं. डब्ल्यू एम-21(292)/2010]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 9th December, 2010

S.O. 414.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-authomatic weighing instrument (Platform type) with digital indication of medium Accuracy (Accuracy class -III) of Series "UMP" and with brand name "UMA TECH" (hereinafter referred to as the said Model), maunfactured by M/s. Uma Mechanical Works, 39, K.P.N. Colony, 5th Street, Tirupur -641601 and which is assigned the approval mark IND/09/10/482;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with maximum capacity of 1000 kg. and minimum capacity of 4 kg. The verification scale interval (e) is 200g. It has a tare device a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-2

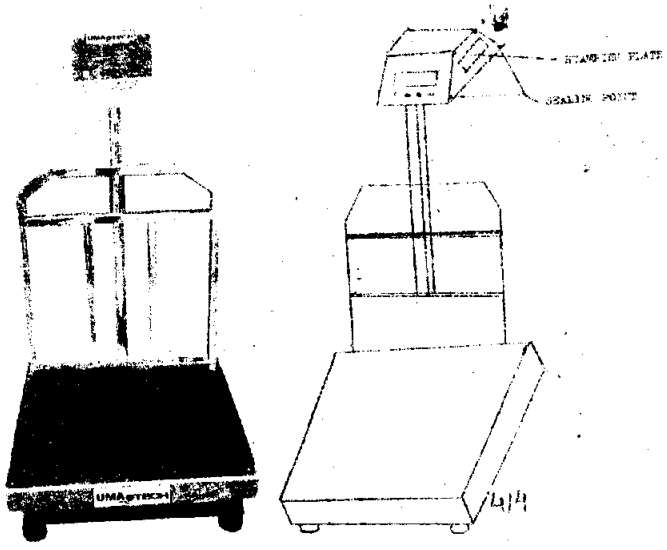


Figure-2 Schematic Diagram of the sealing provision of the model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate & top cover of display, than seal wire is passed through these two holes attached with seal . A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said, Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity above 50 and up to 5000 kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of $1x10^k$, $2x10^k$,or $5x10^k$, where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21(292)/2010]

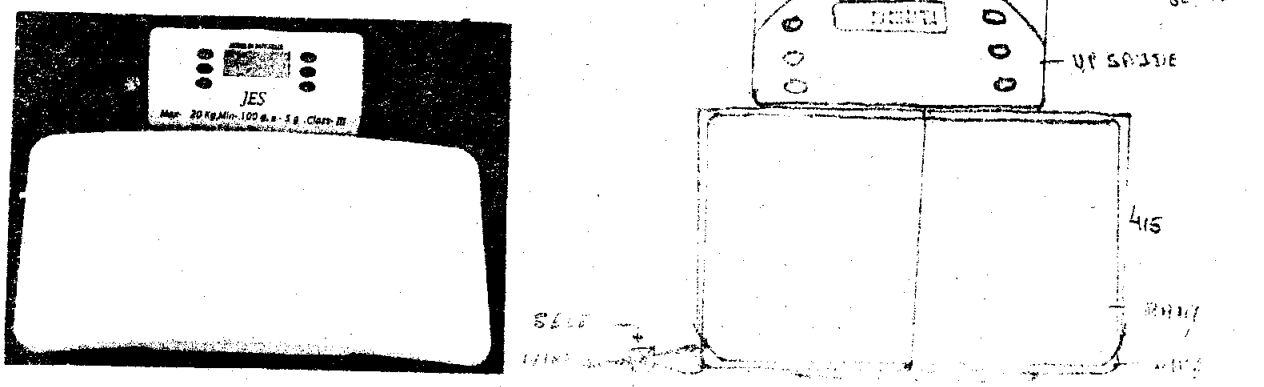
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 9 दिसम्बर, 2010

का.आ. 415.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976(1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अत: अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स जेस डिवाइसिज प्रा. लि. 102, साउथ एक्स प्लाजा II , 209 मस्जिद मोठ, नई दिल्ली -110049, भारत विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "एन वाई" शृंखला के अंकक-सूचन सहित अस्वचालित तोलन उपकरण (इलैक्ट्रोनिक बेबी तोलन मशीन) के मॉडल का, जिसके ब्रांड का नाम "जेएस" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/405 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है ।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (इलैक्ट्रोनिक बेबी तोलन मशीन) है । इसकी अधिकतम क्षमता 20 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है । सत्यापन मापमान अन्तराल (ई) 5 ग्रा. है । इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है । प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है । उपकरण 6 वोल्ट डीसी पर कार्य करता है ।



आकृति -2 उपकरण के मॉडल का सीलिंग प्रावधान

स्केल की बाटम साइड में बनाए गए छेद में से सीलिंग वायर निकाल कर छेद पर सीलिंग की जाती है । स्टाम्पिंग के लिए स्केल की बाडी में लीड सील के साथ सीलिंग वायर निकाल कर स्टाम्पिंग प्लेट को जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है ।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है । बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है ।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक के "ई" मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1x10^{k}$, $2x10^{k}$, $5x10^{k}$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं ।

[फा. सं. डब्ल्यू एम-21(250)/2010]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 9th December, 2010

S.O. 415.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby approves and issues the certificate of approval of the model of non-authomatic weighing instrument (Electronic Baby Weighing Machine) with digital indication of medium Accuracy (Accuracy class -III) of Series "NY" and with brand name "JES" (hereinafter referred to as the said Model), maunfactured by M/s. JES, Devices Pvt. India Ltd., 102, South Ex. Plaza -II, 209 Masjid Moth, New Delhi-110049 and which is assigned the approval mark IND/09/10/405;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Electronic Baby Weighing Machine) with a maximum capacity of 20 kg. and minimum capacity of 100 g. The verification scale interval (e) is 5kg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates 6 Volts DC.

Figure-2

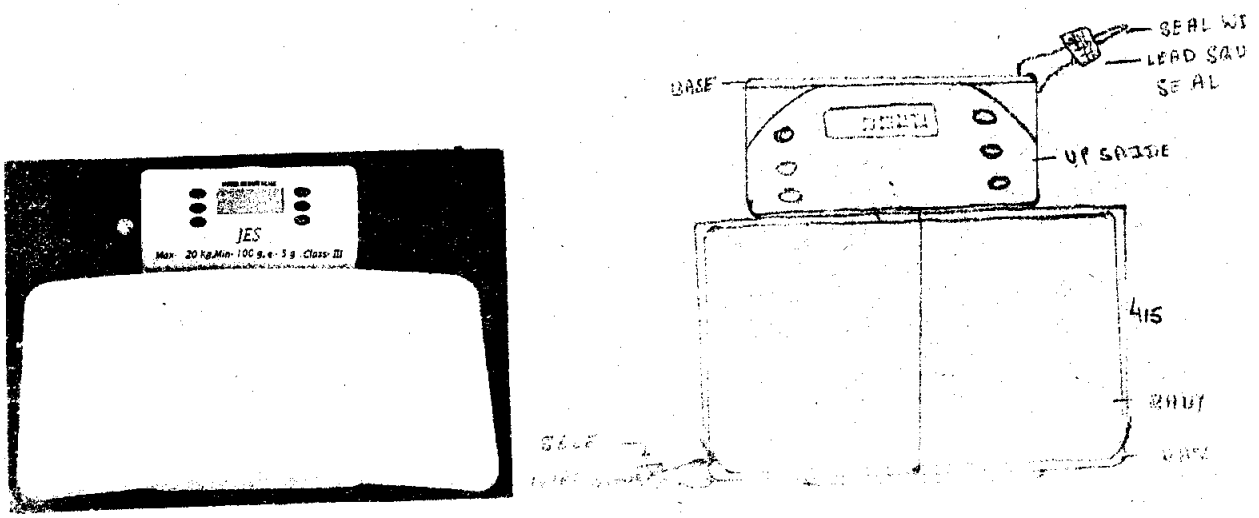


Figure-2 Schematic Diagram of the sealing provision of the model

Sealing is done through the hole, made in the bottom side of the scale, and then sealing wire is passed through these holes. Stamping plate is connected through sealing wire passing from the body of the scale with lead seal, to get the stamping. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said, Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100 mg to 2 g and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of $1x10^k$, $2x10^k$, or $5x10^k$, where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21/(250)/2010]

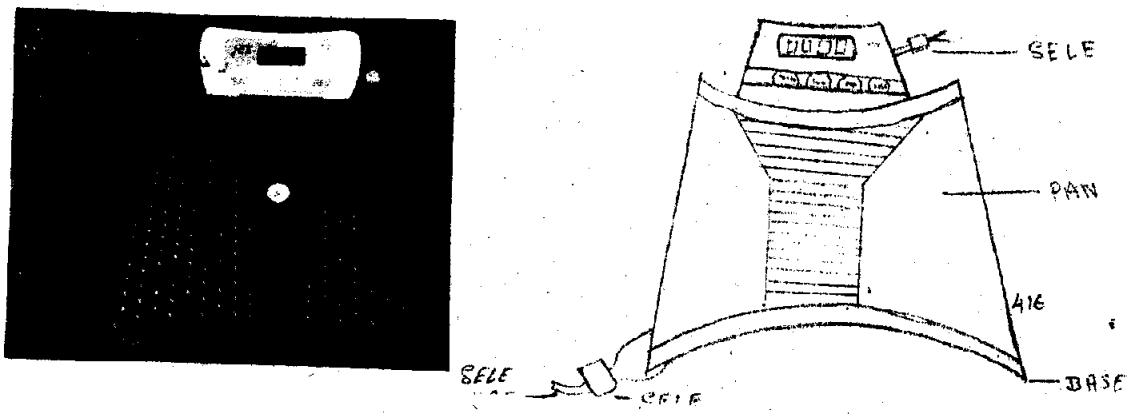
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 9 दिसम्बर, 2010

का.आ. 416.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976(1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स जेस डिवाइसिज प्रा. लि. 102, साउथ एक्स प्लाजा II , 209 मस्जिद मोड़, नई दिल्ली -110049, भारत विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "एक्स वाई" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (इलैक्ट्रोनिक व्यक्ति तोलन मशीन) के मॉडल का, जिसके ब्रांड का नाम "जेस" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/406 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है ।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (इलैक्ट्रोनिक व्यक्ति तोलन मशीन) है । इसकी अधिकतम क्षमता 120 कि.ग्रा. है न्यूनतम क्षमता 400 ग्रा. है । सत्यापन मापमान अन्तराल (ई) 20 ग्रा.। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है । प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है । उपकरण 6 वोल्ट डीसी पर कार्य करता है ।



आकृति -2 उपकरण के मॉडल का सीलिंग प्रावधान

स्केल की बाटम साइड में बनाए गए छेद में से सीलिंग वायर निकाल कर छेद पर सीलिंग की जाती है । स्टाम्पिंग के लिए स्केल की बाडी में लीड सील के साथ सीलिंग वायर निकाल कर स्टाम्पिंग प्लेट को जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है ।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है । बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है ।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 200 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1x10^{k}$, $2x10^{k}$, $5x10^{k}$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक शून्य के समतुल्य हैं ।

[फा. सं. डब्ल्यू एम-21(250)/2010]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 9th December, 2010

S.O. 416.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby approves and issues the certificate of approval of the model of non-authomatic weighing instrument (Electronic Person Weighing Machine) with digital indication of medium Accuracy (Accuracy class -III) of Series "XY" and with brand name "JES" (hereinafter referred to as the said Model), maunfactured by M/s JES, Devices Pvt Ltd., 102, South Ex. Plaza -II, 209 Masjid Moth, New Delhi-110049 India and which is assigned the approval mark IND/09/10/406;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Electronic Person Weighing Machine) with a maximum capacity of 120kg. and minimum capacity of 400 g. The verfication scale interval (e) is 20g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 6 Volts DC.

Figure-2

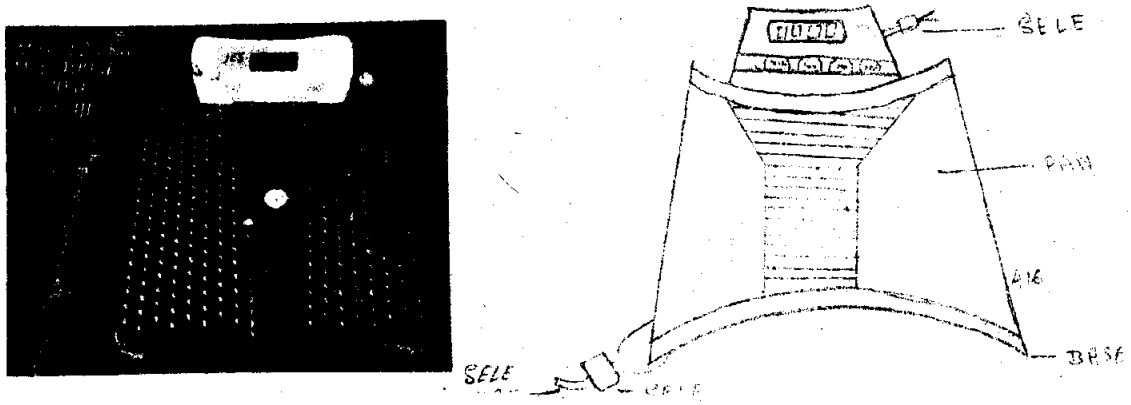


Figure-2 Sealing Diagram of the sealing provision of the model

Sealing is done through the hole, made in the bottom side of the scale, and then sealing wire is passed through these holes. Stamping plate is connected through sealing wire passing from the body of the scale with lead seal, to get the stamping. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said, Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 200kg. with verification scale interval (n) in the range of 500 to 10,000 'e' value of 5g or more and with 'e' value of $1x10^k$, $2x10^k$, or $5x10^k$, where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21/(250)/2010]

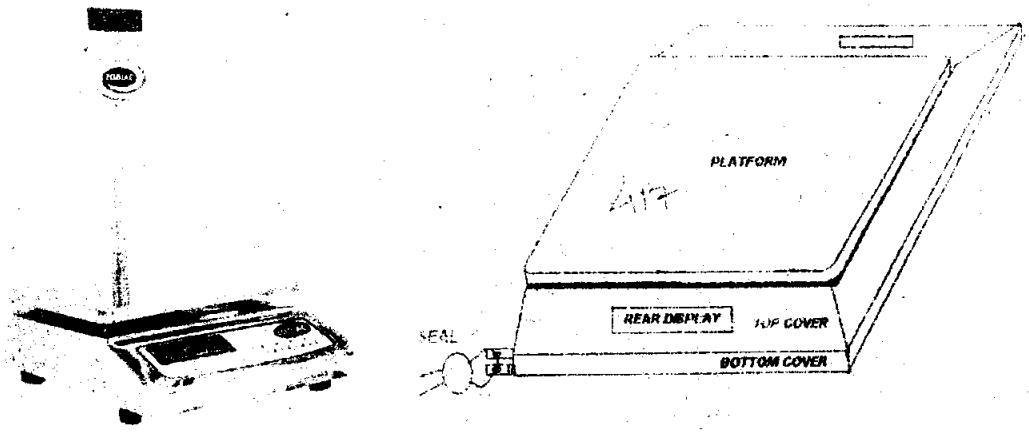
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 14 दिसम्बर, 2010

का.आ. 417.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976(1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अत:, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स लक्ष्मी इलैक्ट्रोनिक्स, 100 ए, गांधी रोड, एनिपारपल्यम पुडुर बस स्टाप, अविनाशी रोड, तिरूपुर-641652 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "जैड-टीटी" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम "जोडिक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/408 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है ।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) है । इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है । सत्यापन मापमान अन्तराल (ई) 5 ग्रा. है । इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है । प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है । उपकरण 230वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ।



आकृति -2 माडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्पले की बाडी में से सीलिंग वायर निकाल कर सीलिंग की जाती है । सील के साथ जुडे हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोडा गया है । मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है ।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है । बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है ।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1मि. ग्रा. से 2 ग्रा. तक के "ई" मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1x10^{k}$, $2x10^{k}$ $5x10^{k}$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं ।

[फा. सं. डब्ल्यू एम-21(255)/2010]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th December, 2010

S.O. 417.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-authomatic weighing instrument (Table top type) with digital indication of medium Accuracy (Accuracy class -III) of Series "Z-TT" and with brand name "ZODIAC" (hereinafter referred to as the said Model), maunfactured by M/s Lakshmi Electronics, 100A, Gandhi Road, Aniparpalayam Pudur Bus Stop, Avinashi Road, Tirupur -641652 and which is assigned the approval mark IND/09/10/408;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table Top Type) with a maximum capacity of 30kg. and minimum capacity of 100 g. The verfication scale interval (e) is 5g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts, 50Hertz alternative current power supply.

Figure-2

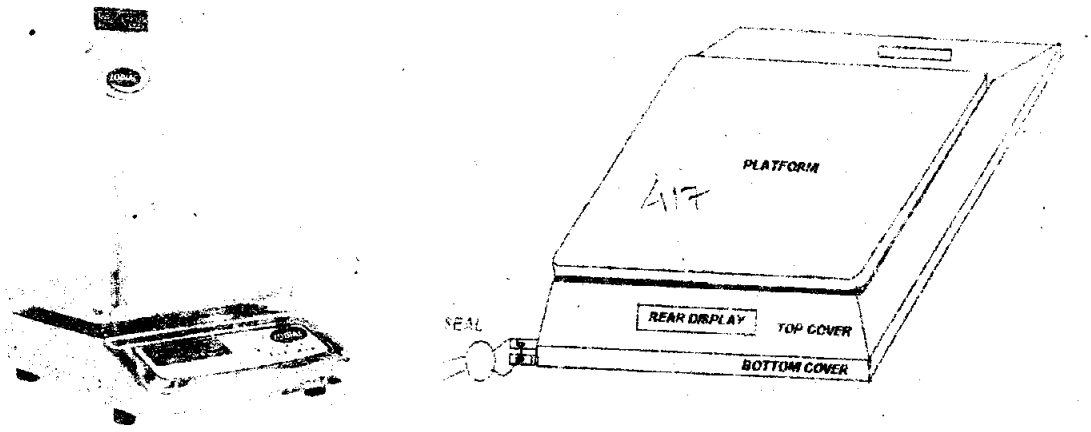


Figure-2 Schematic Diagram of the sealing provision of the model

Sealing is done on the display by passing sealing wire from the body of the display . The seal is connnected by whole in base plate & top cover of display, than seal wire is passed through these two holes attached with seal . A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 1mg to 2 g. and with verification scale interval (n) in the range of 5000 to 10,000 'e' value of 5g. or more and with 'e' value of $1x10^k$, $2x10^k$,or $5x10^k$, where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21/(255)/2010]

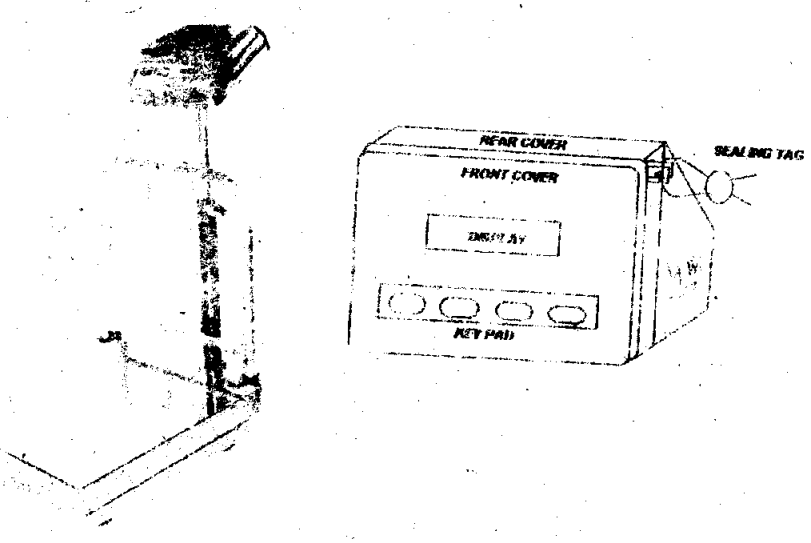
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 14 दिसम्बर, 2010

का.आ. 418.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अत: अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स लक्ष्मी इलैक्ट्रोनिक्स, 100 ए, गांधी रोड, एनिपारपल्यम पुदुर बस स्टाप, अविनाशी रोड, तिरूपुर-641 652 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "जैड-पीएस" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम "जोडिक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/409 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है ।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है । इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 4 कि. ग्रा. है । सत्यापन मापमान अन्तराल (ई) 200 ग्रा. है । इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है । प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है । उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ।



आकृति 2—मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्प्ले की बाडी में से सीलिंग वायर निकालकर सीलिंग की जाती है । सील के साथ जुडे हुए डिस्प्ले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है । मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है ।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है । बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है ।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उस से अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5,000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1x10^{k}$, $2x10^{k}$, या $5x10^{k}$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक शून्य के समतुल्य हैं ।

[फा. सं. डब्ल्यू एम-21(255)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th December, 2010

S.O. 418.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of medium Accuracy (Accuracy class -III) of Series "Z-PS" and with brand name "ZODIAC" (hereinafter referred to as the said Model), maunfactured by M/s. Lakshmi Electronics, 100A, Gandhi Road, Aniparpalayam Pudur Bus Stop, Avinashi Road, Tirupur -641 652 and which is assigned the approval mark IND/09/10/409;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with maximum capacity of 1000kg. and minimum capacity of 4 kg. The verification scale interval (e) is 200g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing resuites. The instrument operates on 230 Volts, 50Hertz alternative current power supply.

Figure-1

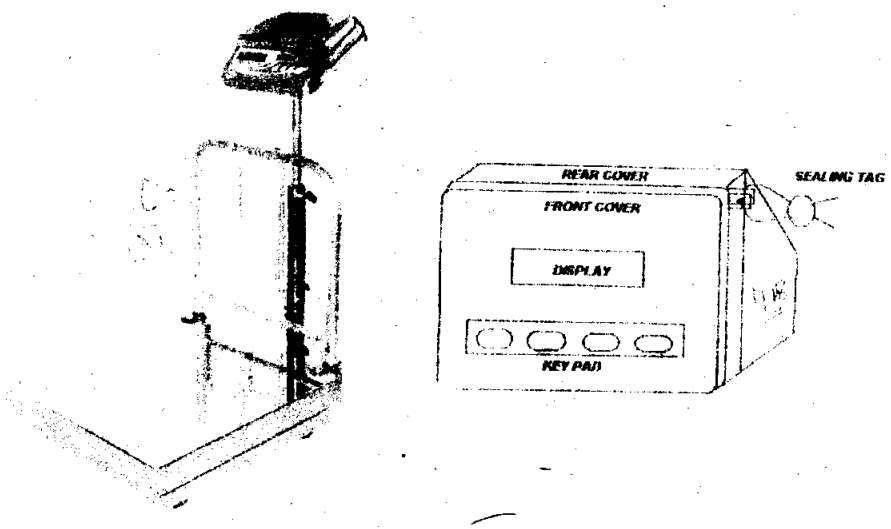


Figure 2— Schematic Diagram of the sealing provision of the model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connnected by whole in base plate & top cover of display, than seal wire is passed through these two holes attached with seal . A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg. and up to 5000 kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of $1x10^k$ $2x10^k$, or $5x10^k$, where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(255)/2010]

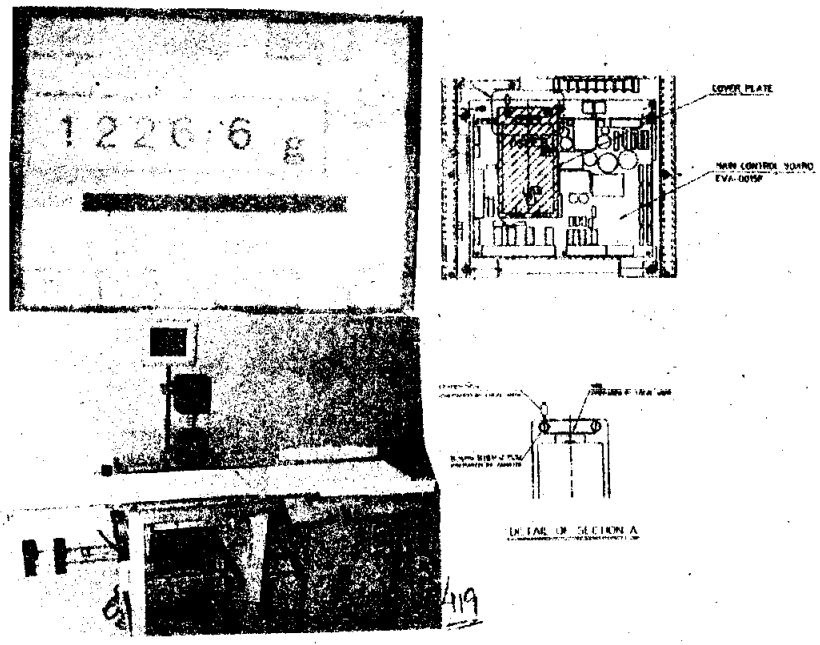
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 21 जनवरी, 2011

का.आ. 419.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स यामातो स्केल कं. लि., 5-22 साएंबा शु. आकाशी-873-8688, जापान विनिर्मित यथार्थता वर्ग रेफ. Y(II) के "एच" शृंखला के स्वचालित कैच वेइंग उपकरण (चेक व्हीयर) जिसके ब्रांड का नाम "यामातो" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे भारत में मैसर्स बोस्च लि., प्लाट नं. 4, फेज- IV, वेरना इंडस्ट्रियल एरिया, वेरना, सलसेट, गोवा -403722 द्वारा विपणीत किया गया है और जिसे अनुमोदन चिह्न आई एन डी/09/09/539 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है ।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित कैच व्हीयर उपकरण है । इसकी अधिकतम क्षमता 2200 ग्रा. न्यूनतम क्षमता 5 ग्रा. और मापमान अंतराल 'डी' 0.10 ग्रा. है । इसकी अधिकतम गति रेंज 10एम/मिनट से 100एम/मिनट है । इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है । लिक्विड क्रिस्टल डायोड डिस्पले (एल सी डी) प्रदर्श तोलन परिणाम उपदर्शित करता है । उपकरण 230 वोल्ट्स और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ।



आकृति 2– मॉडल के सीलिंग प्रावधान का सीलिंग डायग्राम

डिप स्विच की पहुंच को रोकने के लिए कवर प्लेट (जैसाकि आकृति में दिखाया गया है) पीसीबी ईवीए 0015एफ पर दो स्क्रू के साथ फिक्स की गई है । इन स्क्रू के शीर्ष पर छेद हैं । इन स्क्रू के छेदों में से सीलिंग वायर निकाल कर सील किया गया है ।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है । बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है ।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उस से अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1x10^{k}$, $2x10^{k}$ या $5x10^{k}$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक शून्य के समतुल्य हैं ।

[फा. सं. डब्ल्यू एम-21(301)/2009]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 21st January, 2011

S.O. 419.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of automatic catch weighing instrument (Check Weigher) belonging to Accuracy class, Ref Y (II) of "H" series with brand name "YAMATO" (hereinafter referred to as the said Model), maunfactured by M/s Yamato Scale Co. Ltd., 5-22 Saenba Sho, Akashi-873-8688, Japan and marketed in India by M/s BOSCH Limited Plot No. 4, Phase IV, Verna Industrial Estate, Verna, Slacette, Goa - 403722 and which is assigned the approval mark IND/09/09/539;

The said model is a strain gauge type load cell based automatic Catch weighing instrument. It has maximum capacity 2200g. with minimum capacity of 5g. and scale interval 'd' is 0.10g. It has a maximum speed range of 10m/min to 100m/min. It has a tare device with a 100 per cent subtractive retained tare effect. The Liquid Crystal Diode (LCD) indicates the weighing result. The instrument operates on 230 Volts, 50Hertz alternative current power supply.

Figure-1 Model

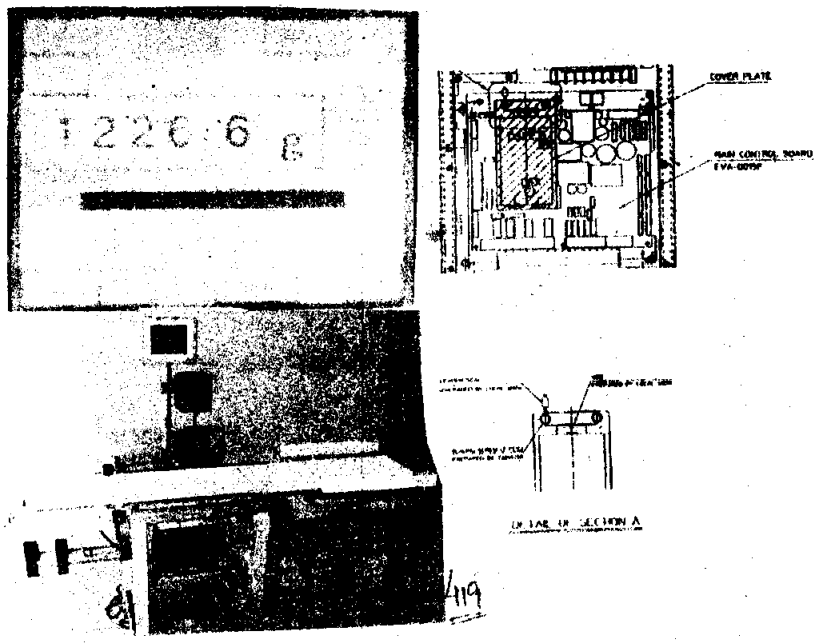


Figure 2— Sealing Diagram of the sealing provision of the model

The Cover Plate (as shown in the figure) will be fixed with two screws over PCB EVA 0015F to stop access to DIP switch. These screws has got holes in head. Sealing wire will pass through holes in screws and will be sealed.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of $1x10^k$, $2x10^k$ or $5x10^k$, where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(301)/2009]

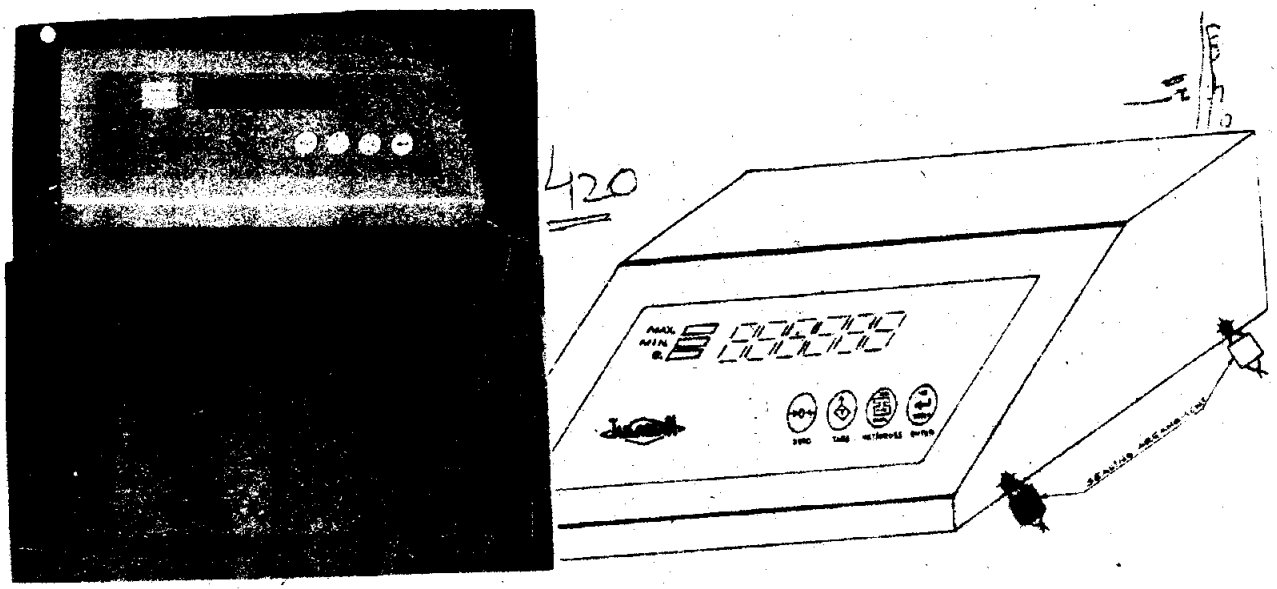
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 21 जनवरी, 2011

का.आ. 420.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976(1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अत: अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स हैदराबाद तुलामान प्रा. लि., प्लाट नं. 116, को.आपरेटिव इंडस्ट्रियल एस्टेट, गांधी नगर एक्सटेंशन, हैदराबाद-500037 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "ईएफएस" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम "तुलामान" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/09/328 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है ।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है । इसकी अधिकतम क्षमता 10,000 कि.ग्रा. है और न्यूनतम क्षमता 40 कि. ग्रा. है । सत्यापन मापमान अन्तराल (ई) 2 कि.ग्रा. है । इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है । प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है । उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ।



आकृति -2 माडल के सीलिंग प्रावधान का डायग्राम

कपटपूर्ण उपयोग को रोकने के लिए स्केल के इंडीकेटर की बॉटम में बनाए गए दो छेदों में से लीड वायर निकाल कर सीलिंग की जाती है । उपकरण को सील से छेड़छाड़ किए बिना नहीं खोला जा सकता । मॉडल के सीलिंग प्रावधान का स्कीमवार डायग्राम ऊपर दिया गया है ।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है । बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है ।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 5 टन से 20 टन तक की अधिकतम क्षमता वाले हैं और "ई" मान $1x10^{k}$, $2x10^{k}$ या $5x10^{k}$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं ।

[फा. सं. डब्ल्यू एम-21(184)/2009]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 21st January, 2011

S.O. 420.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of medium Accuracy (Accuracy class -III) of Series "EFS" and with brand name "TULAMAN" (hereinafter referred to as the said Model), maunfactured by M/s Hyderabad Tulaman Private Limited, Plot No 116, Co-operetive Industrial Estate, Gandhi Nagar Extension, Hyderabad- 500037 and which is assigned the approval mark IND/09/09/328;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform Type) with a maximum capacity of 10000kg. and minimum capacity of 40 kg. The verfication scale interval (e) is 2 kg. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50Hertz alternative current power supply.

Figure-2

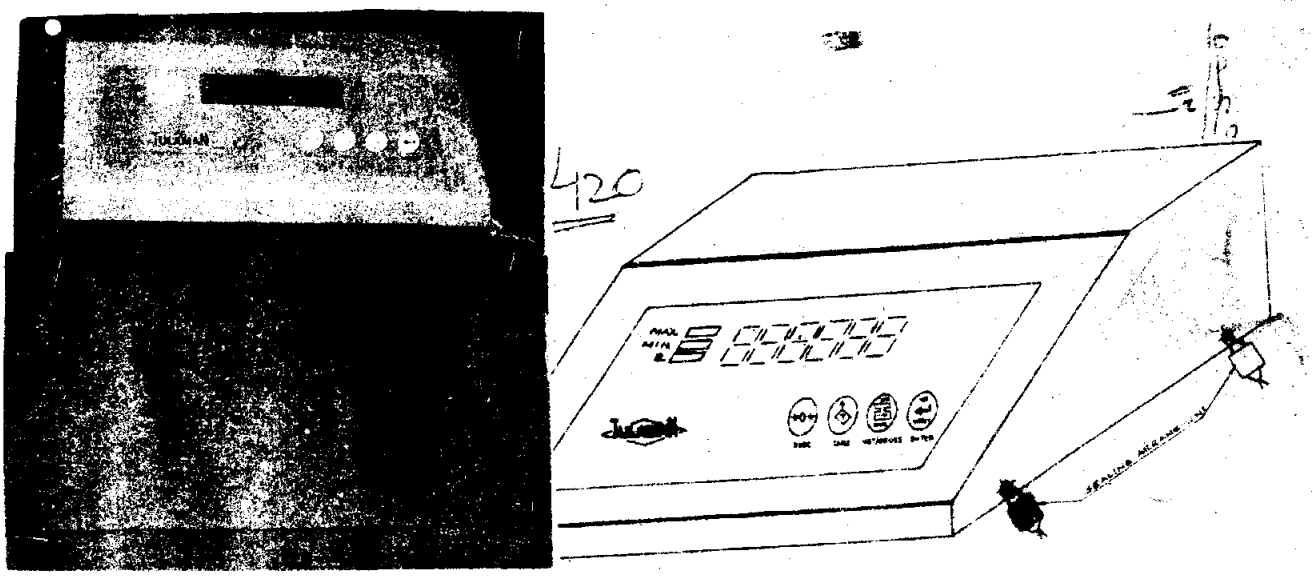


Figure-2 Sealing provision of the indicator of model

Sealing is done by passing lead wire through the two holes made in the bottom of the indicator of the scale to avoid fraudulent use . The instrument can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said, Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 5 tonne up to 20 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of $1x10^k$, $2x10^k$,or $5x10^k$, where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21/(184)/2009]

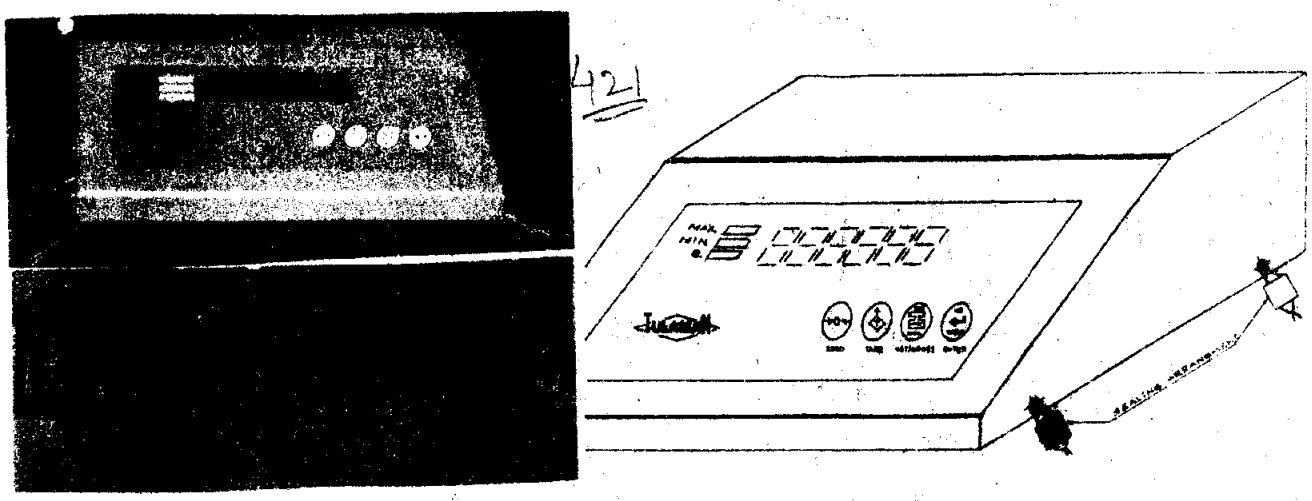
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 21 जनवरी, 2011

का.आ. 421.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976(1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स हैदराबाद तुलामान प्रा. लि., प्लाट नं. 116, को.आपरेटिव इंडस्ट्रियल एस्टेट, गांधी नगर एक्सटेंशन, हैदराबाद.500037 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "ईपीएस" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम "तुलामान" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/09/329 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है ।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है । इसकी अधिकतम क्षमता 1000 कि.ग्रा. है और न्यूनतम क्षमता 4 कि. ग्रा. है । सत्यापन मापमान अन्तराल (ई) 200 ग्रा. है । इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है । प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है । उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ।



आकृति -2 माडल के सीलिंग प्रावधान का डायग्राम

कपटपूर्ण उपयोग को रोकने के लिए स्केल के इंडीकेटर की बॉटम में बनाए गए दो छेदों में से लीड वायर निकाल कर सीलिंग की जाती है । उपकरण को सील से छेड़छाड़ किए बिना नहीं खोला जा सकता । मॉडल के सीलिंग प्रावधान का स्कीमवार डायग्राम ऊपर दिया गया है ।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है । बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है ।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 किग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1x10^{k}$, $2x10^{k}$ या $5x10^{k}$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक शून्य के समतुल्य हैं ।

[फा. सं. डब्ल्यू एम-21(184)/2009]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 21st January, 2011

S.O. 421.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of medium Accuracy (Accuracy class -III) of Series "EPS" and with brand name "TULAMAN" (hereinafter referred to as the said Model), maunfactured by M/s Hyderabad Tulamaan Private Limited, Plot No 116, Co-operetive Industrial Estate, Gandhi Nagar Extension, Hyderabad- 500037 and which is assigned the approval mark IND/09/09/329;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform Type) with a maximum capacity of 1000kg. and minimum capacity of 4 kg. The verfication scale interval (e) is 200g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50Hertz alternative current power supply.

Figure-1 Model

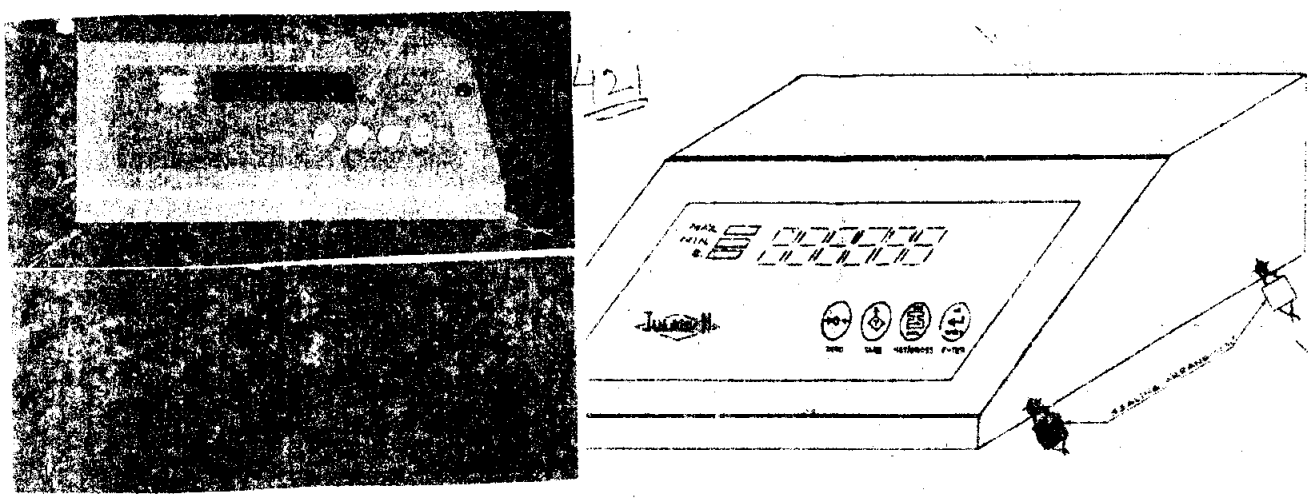


Figure-2 Sealing provision of the indicator of model

Sealing is done by passing lead wire through the two holes made in the bottom of the indicator of the scale to avoid fraudulent use. The instrument can not be opened without tempering the seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of section 36 of the said, Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity above 50 kg. up to 5000 kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of $1x10^k$, $2x10^k$,or $5x10^k$, where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21/(184)/2009]

B. N. DIXIT, Director of Legal Metrology

(भारतीय मानक ब्यूरो)

नई दिल्ली, 7 दिसम्बर, 2010

का. आ. 422.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानक का संशोधन 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.	संशोधन संख्या 1--आई एस 4707 (भाग 2) : 2009 सौंदर्य प्रसाधन कच्ची सामग्री और सहायक सामग्री का वर्गीकरण (भाग 2) कच्ची सामग्री जो कि प्रसाधनों में उपभोग के लिए उपयुक्त नहीं है (तीसरा पुनरीक्षण)	कुछ नहीं	30 नवम्बर 2010

इस भारतीय मानक का संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110,002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नेई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरूवनन्तापुरम में उपलब्ध हैं ।

[संदर्भ : पीसीडी जी/-7 (गजट)]

डॉ. (श्रीमती) विजय मलिक, वैज्ञानिक 'एफ' एवं प्रमुख (पीसीडी)

BUREAU OF INDIAN STANDARDS

New Delhi, the 7th December, 2010

S. O. 422.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Amendment to Indian Standard, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :—

SCHEDULE

Sl. No.	No. & Year and title of the Indian Standards Established	No. & year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	Amendment No. 1 to IS 4707 (Part 2) : 2009 Classification of Cosmetics and Raw Materials and Adjuncts Part 2 List of raw materials generally not recognized as safe for use in cosmetics (third revision)	None	30 November, 2010

Copy of this Standard is available with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolcatta, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. PCD/G-7 (Gazette)]

Drs. (Mrs.) VIJAY MALIK, Sc. 'F' & Head (PCD)

कोयला मंत्रालय

नई दिल्ली, 10 फरवरी, 2011

का.आ. 423.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उप-धारा (1) के अधीन जारी भारत सरकार के कायेला मंत्रालय की अधिसूचना संख्या का.आ. 2113 तारीख 24 अगस्त, 2010 जो भारत के राजपत्र भाग-II, खण्ड 3, उपखण्ड (ii) तारीख 22 अगस्त, 2010 में प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट 148.581 हेक्टेयर या 367.14 एकड़ की भूमि और ऐसे भू-सतह अधिकारों का अर्जन करने के अपने आशय की सूचना दी थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार का पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और मध्य प्रदेश सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि इससे संलग्न अनुसूची में यथा वर्णित 131.721 हेक्टर (लगभग) या 325.48 एकड़ (लगभग) माप वाली भूमि के भू-सतह अधिकार अर्जित किए जाने चाहिएं;

अतः, अब, केन्द्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 9 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि अनुसूची में वर्णित 131.721 हेक्टर (लगभग) या 325.48 एकड़ (लगभग) माप वाली भूमि के भू-सतह अधिकार अर्जित किए जाते हैं ।

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक संख्या एसईसीएल/बीएसपी/जीएम (पीएलजी)/लैंड/396, तारीख 9 अक्तूबर, 2010 का निरीक्षण कलेक्टर, उमरिया (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता-700 001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग) सीपत रोड, बिलासपुर-495 006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है ।

अनुसूची

पिनौरा डेपिलरिंग ब्लाक, जोहिला क्षेत्र

जिला-उमरिया (मध्य प्रदेश)

[रेखांक संख्या :-एसईसीएल/बीएसपी/जीएम (पीएलजी)/लैंड/396, तारीख 9 अक्तूबर, 2010]

भू-सतह अधिकार :

क्रम संख्या	ग्राम का नाम	पटवारी हल्का नम्बर	जनरल नम्बर	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पण
1.	देवरी अमहाई	99	334	बांधौगढ़	उमरिया	47.342	भाग
2.	पिनौरा	99	413	बांधौगढ़	उमरिया	78.414	भाग
3.	पिपरारी	99	414	बांधौगढ़	उमरिया	5.965	भाग
				कुल :--131.721 हेक्टर (लगभग) या 325.48 एकड़ (लगभग)			

1. ग्राम देवरी अमहाई (भाग) में अर्जित किए जाने वाले प्लाट संख्या :-

43 (भाग), 44, 45, 46 (भाग), 47 (भाग), 50 (भाग), 58 (भाग), 59 (भाग), 59/326 (भाग), 60, 60/325, 61 (भाग) 62 (भाग) 63(भाग), 63 (भाग), 65 (भाग), 66 से 68, 69 (भाग), 70 से 86, 87 (भाग), 88 (भाग), 89 से 92, 93 (भाग), 94 (भाग), 95, 96 (भाग), 97 (भाग), 98 से 103, 104 (भाग), 105 (भाग), 106 (भाग), 107 (भाग), 108 (भाग), 109(भाग), 110 (भाग), 111 (भाग), 131 (भाग), 132 (भाग), 139 (भाग), 140 (भाग), 141, 142, 143 (भाग), 144, 145 (भाग), 146, 147 (भाग) ।

2. ग्राम पिनौरा (भाग) में अर्जित किए जाने वाले प्लाट संख्या :-

413 (भाग), 481 (भाग), 482 (भाग), 483 से 492, 493 (भाग), 494, 495 (भाग), 496 (भाग), 497 से 508, 509 (भाग), 510 (भाग), 511 (भाग), 513 (भाग), 514 से 531, 532 (भाग), 538 (भाग), 540 (भाग), 541 से 546, 547 (भाग), 548, 549 (भाग), 550 (भाग), 553 (भाग), 554, 555, 556, 557 (भाग), 564 (भाग), 565 (भाग), 566 से 570, 571 (भाग), 574 (भाग), 575, 576, 577 (भाग), 609 (भाग) ।

3. ग्राम पिपरारी (भाग) में अर्जित किए जाने वाले प्लाट संख्या :-

81 (भाग), 82 (भाग), 83 से 86, 87 (भाग), 88 से 91, 92 (भाग), 93 (भाग) ।

सीमा वर्णन :

क-ख रेखा ग्राम देवरी अमहाई में बिन्दु "क" से आरंभ होती है और ग्राम देवरी अमहाई के प्लाट संख्या 145, 65, 63, 62, 61, 59/326, 59, 57, 55, 53/321, 53, 52 से गुजरती हुई बिन्दु "ख" पर मिलती है ।

ख-ग रेखा ग्राम देवरी अमहाई के प्लाट संख्या 59 के उत्तरी सीमा और 58 से होकर 60 के पश्चिमी और उत्तरी सीमा तथा 50, 69, 47, 46, 43 से होती हुई प्लाट संख्या 43 के उत्तरी सीमा और 93, 94, 96, 97 से होती हुई ग्राम देवरी अमहाई-पिनौरा के सम्मिलित सीमा में बिन्दु "ग" पर मिलती हैं ।

ग-घ रेखा ग्राम पिनौरा के प्लाट संख्या 547, 540, 538, 532, 513, 511, 510, 509, 413, 482, 481 से होकर ग्राम पिपरारी में प्रवेश कर प्लाट संख्या 82, 81 से गुजरती है फिर 92 के उत्तरी सीमा से गुजरती हुई बिन्दु "घ" पर मिलती है ।

घ-ङ रेखा ग्राम पिपरारी के प्लाट संख्या 92, 87, 93 से होकर 93, 91 के पूर्वी सीमा तथा ग्राम पिपरारी-पिनौरा के भागत: सम्मिलित सीमा से होती हुई बिन्दु "ङ" पर मिलती है ।

ङ-च-छ रेखा ग्राम पिनौरा के प्लाट संख्या 565, बिन्दु 'च', 576, 571/2, 571/4.

ज-झ-ञ बिन्दु 'छ', 571/5, 571/1, बिन्दु 'ज', 574, बिन्दु 'झ' तथा 575 के भागत: दक्षिणी सीमा और 609 से गुजरती हुई बिन्दु "ञ" पर मिलती है ।

ञ-ट-ठ रेखा ग्राम पिनौरा के प्लाट संख्या 609, बिन्दु 'ट' से गुजरती हुई प्लाट संख्या 577 के पश्चिमी सीमा तथा 564, 565 से गुजरती हुई बिन्दु "ठ" पर मिलती है ।

ठ-क रेखा ग्राम पिनौरा के प्लाट संख्या 565, 493, 495, 496 से होती हुई प्लाट संख्या 497 के भागत: दक्षिणी सीमा तथा 557, 553, 550, 549, 547 से गुजरती है फिर ग्राम देवरी अमहाई में प्रवेश कर प्लाट संख्या 111, 110, 109, 108, 107, 104, 106, 105, 88, 131, 132, 87, 140, 143, 139, 147, 145 से होती हुई आरंभिक बिन्दु "क" पर मिलती है ।

[फा. सं. 43015/31/2008-पीआरआईडब्ल्यू-1]

एस.सी. भाटिया, निदेशक

MINISTRY OF COAL

New Delhi, the 10th February, 2011

S. O. 423.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 2113 dated the 24th August, 2010 issued under sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part-II, Section 3, Sub-section (ii) dated the 28th August, 2010, the Central Government gave notice of its intention to acquire 148.581 hectares or 367.14 acres land as surface rights in or over such lands specified in the Schedule appended to that notification;

And whereas, the competent authority in pursuance of Section 8 of the said Act has made his report to the Central Government;

And whereas, the Central Government after considering the aforesaid report and after consulting the Government of Madhya Pradesh, is satisfied that the lands measuring 131.721 hectares (approximately) or 325.48 acres (approximately) as surface rights in or over such lands as described in Schedule appended hereto, should be acquired;

Now, therefore, in exercise of the powers conferred by sub section (1) of Section 9 of the said Act, the Central Government hereby declares that the land measuring 131.721 hectares (approximately) or 325.48 acres (approximately) as surface rights in or over such lands as described in Schedule are hereby acquired.

The Plan bearing number SECL/BSP/GM/(PLG)/LAND/396, dated the 9th October, 2010 of the area covered by this notification may be inspected at the Office of the Collector, Umaria (Madhya Pradesh) or at the Office of the Coal Controller, 1, Council House Street, Kolkata -700 001 or at the Office of the South Eastern Coalfield Limited (Revenue Section), Seepat Road, Bilaspur-495 006 (Chhattisgarh).

SCHEDULE

Pinoura Depillaring Block, Johilla Area District- Umaria (Madhya Pradesh)

(Plan bearing number SECL/BSP/GM(PLG)/LAND/ 396, dated the 9th October, 2010)

Surface Rights:

Sr. No.	Name of village	Patwari halka number	General number	Tahsil	District	Area in hectares	Remarks
1.	Deori Amhai	99	334	Bandhogarh	Umaria	47.342	Part
2.	Pinoura	99	413	Bandhogarh	Umaria	78.414	Part
3.	Piprari	99	414	Bandhogarh	Umaria	5.965	Part

Total:-131.721 hectares (approximately) or 325.48 acres (approximately)

1. Plot numbers to be acquired in village Deori Amhai (Part) :

43(P), 44, 45, 46(P), 47(P), 50(P), 58(P), 59(P), 59/326(P), 60, 60/325, 61 (P), 62(P), 63(P), 65(P), 66 to 68, 69(P), 70 to 86, 87(P), 88(P), 89 to 92, 93(P), 94(P), 95, 96(P), 97(P), 98 to 103, 104(P), 105(P), 106(P), 107(P), 108(P), 109(P), 110(P), 111(P), 131(P), 132(P), 139(P), 140(P), 141, 142, 143(P), 144, 145(P), 146, 147(P).

2. Plot numbers to be acquired in village Pinoura (Part) :

413(P), 481 (P), 482(P), 483 to 492, 493(P), 494, 495(P), 496(P), 497 to 508, 509(P), 510(P), 511 (P), 513(P), 514 to 531, 532(P), 538(P), 540(P), 541 to 546, 547(P), 548, 549(P), 550(P), 553(P), 554, 555, 556, 557(P), 564(P), 565(P), 566 to 570, 571(P), 574(P), 575, 576, 577(P), 609(P).

3. Plot numbers to be acquired in village Piprari (Part): 81 (P), 82(P), 83 to 86, 87(P), 88 to 91, 92(P), 93(P).

Boundary Description :

A-B Line starts from point 'A' in village Deori Amhai and passes through plot number 145, 65, 63, 62, 61, 59/326, 59, 57, 55, 53/321, 53, 52, and meets at point 'B' in the same village.

B-C Line passes in village Deori Amhai along northern boundary of plot number 59, through plot number 58, western and northern boundary of plot number 60, through 50, 69, 47, 46, 43, northern boundary of plot number 43, partly eastern boundary of plot number 45, through 93, 94, 96, 97 and meets at point 'C' on the common boundary of villages Deori Amhai - Pinoura.

C-D Line passes in village Pinoura through plot number 547, 540, 538, 532, 513, 511, 510,509,413,482,481 then enter in village Piprari and passes through plot number 82,81 and along northern boundary of plot number 92 and meets at point 'D'.

D-E Line passes in village Piprari through plot number 92, 87, 93 then along eastern boundary of plot number 93, 91 and partly common boundary of villages Piprari -Pinoura and meets at point 'E' on the same common boundary.

E-F-G- Line passes in village Pinoura through plot number 565, point 'F', 576, 571/2, 571/4, point 'G', 571/5, 571/1, point

H-I-J 'H', 574, point 'I', along partly southern boundary of plot number 575, through 609 and meets at point 'J'.

J-K-L Line passes in village Pinoura through plot number 609, point 'K', along western boundary of plot number 577, through plot number 564,565 and meets at point 'L'.

L-A Line passes in village Pinoura through plot number 565, 493, 495, 496, along partly southern boundary of plot number 497, through plot number 557, 553, 550, 549, 547 then enter in village Deori Amhai and passes through plot number 111, 110, 109, 108, 107, 104, 106, 105, 88, 131, 132, 87, 140, 143, 139, 147, 145 and meets at starting point 'A'.

[F. No. 43015/31/2008-PRIW-I]

S. C. BHATIA, Director

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 8 फरवरी, 2011

का.आ. 424.—भारत 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 उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 582 (अ) तारीख 12-03-2010 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डिया) लिमिटेड द्वारा आन्ध्र प्रदेश राज्य में टाटीपाका-लेंको टेप ऑफ से सिलिका सिरामिक पाइपलाइन के माध्यम से प्राकृतिक गैस 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 राजपत्रित अधिसूचना की प्रतियां जनता को उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने जनता से प्राप्त आक्षेपों पर विचार कर लिया है और उन्हें अनुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है;

और भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइनें बिछाने के लिए अपेक्षित है, उस में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अत: अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइनें बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्देश देती है कि पाइपलाइनें बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, भारत सरकार में निहित होने के बजाए, पाइपलाइनें बिछाने का प्रस्ताव करने वाली गेल (इण्डिया) लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्लंगमों से मुक्त, गेल (इण्डिया) लिमिटेड में निहित होगा ।

अनुसूची

जिला	तहसील	गाँव	सर्वे नं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल (हेक्टेयर में)
पश्चिम गोदावरी	उंगुटरू	चेबगेलू	89/3 बी भाग	0.085
			108/1 भाग	0.045
			योग	**0.13**

[फा. सं. एल-14014/9/10-जी. पी.]

के. के. शर्मा, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 8th February, 2011

S. O. 424.—Whereas by notification of Government of India in Ministry of Petroleum and Natural Gas number S.O. 582(E) dated 12th March, 2010 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), Govt. of India 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 from tap-off on Tatipaka-Lanco to Silica Ceramic pipeline for the transportation of natural gas in Andhra Pradesh State by GAIL (India) Limited;

And whereas copies of the said Gazette notifications were made available to the public;

And whereas the objections received from the public to the laying of the pipeline have been considered and disallowed by the Competent Authority;

And whereas the Competent Authority has, under sub-section (1) of section 6 of the said Act, submitted its report to Govt. of India;

And whereas Government of India after considering the said report, and on being satisfied that the said land is required for laying the pipelines, has decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, Government of India hereby declares that the Right of User in the 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, Government of India hereby directs that the Right of User in the land for laying the pipelines shall, instead of vesting in the Government of India, vest, on the date of the publication of the declaration, in GAIL (India) Limited, free from all encumbrances.

SCHEDULE

District	Tehsil	Village	Survey No.	Area to be acquired for ROU (In Hectares)
West Godavari	Unguturu	Chebrolu	89/3 b part	0.085
			108/1 part	0.045
			Total	**0.13**

[F. No. L-14014/9/10-G.P.]
K. K. SHARMA, Under Secy.

नई दिल्ली, 8 फरवरी, 2011

का.आ. 425.—भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मध्य प्रदेश राज्य में दहेज-बेमार-विजयपुर पाइपलाइन (विस्तार) परियोजना के माध्यम से प्राकृतिक गैस के परिवहन के लिए गेल (इण्डिया) लिमिटेड द्वारा, एक पाइपलाईन बिछाई जानी चाहिए;

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

अत: अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उप-धारा (1) के अधीन भारत के राजपत्र में यथाप्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध कर दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में, सक्षम प्राधिकारी, गेल (इण्डिया) लिमिटेड, गेल कॉम्प्लेक्स, मध्य प्रदेश को लिखित में आक्षेप कर सकेगा ।

अनुसूची

जिला	तहसील	गाँव	सर्वे नं.	क्षेत्रफल (हेक्टेयर में)
(1)	(2)	(3)	(4)	(5)
राजगढ	राजगढ	किशनपुरिया 1	198	0.30
			195	0.79
			196	0.06
राजगढ	राजगढ	रामपुरिया	48	0.35
			62	0.81
राजगढ	राजगढ	गोल्यावे	208/5/3	0.49
राजगढ	राजगढ	बनानिया	467	0.02
			487	0.09
राजगढ	राजगढ	कालीपीठ	1086	0.02
			1063	0.05
राजगढ	राजगढ	रानीपुरा	12	0.04
राजगढ	राजगढ	तुमडियाखेडी	31	0.12

(1)	(2)	(3)	(4)	(5)
गुना	चाचौडा	जयसिंहपुरा	17/204	0.13
गुना	चाचौडा	रमडा	1/172	0.16
गुना	कुम्भराज	उपरी	362/596	0.12
गुना	कुम्भराज	तुलसीखेडी	264	0.02
गुना	राधौगड	आवन	153	0.18
			155	0.11
गुना	राधौगड	अहीरखेडी	190	0.01
			119	0.03

[सं. एल-14014/15/09-जी.पी. (भाग-III)]

के.के. शर्मा, अवर सचिव

New Delhi, the 8th February, 2011

S.O. 425.—Whereas it appears to the Government of India that it is necessary in public interest that for transportation of natural gas through Dahej-Vemar-Vijaipur pipeline(Expansion) project in the State of Madhya Pradesh, a pipeline should be laid by GAIL (India) Limited;

And, whereas it appears to the Government of India that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the Land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification.

Now, therefore, in exercise of powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Government of India hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty one days from the date of which the copies of the notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the laying of the pipeline under the land to Competent Authority, GAIL (India) Limited, GAIL Complex, Madhya Pradesh.

SCHEDULE

District	Tehsil	Village	Survey No.	Area (In Hectares)
Rajgarh	Rajgarh	Kishanpuriya 1	198	0.30
			195	0.79
			196	0.06
Rajgarh	Rajgarh	Rampuriya	48	0.35
			62	0.81
Rajgarh	Rajgarh	Golyave	208/5/3	0.49
Rajgarh	Rajgarh	Bananiya	467	0.02
			487	0.09
Rajgarh	Rajgarh	Kalipith	1086	0.02
			1063	0.05
Rajgarh	Rajgarh	Ranipura	12	0.04
Rajgarh	Rajgarh	Tumdiyakhedi	31	0.12
Guna	Chachoda	Jaisinghpura	17/204	0.13
Guna	Chachoda	Ramada	1/172	0.16
Guna	Kumbharaj	Uppari	362/596	0.12
Guna	Kumbharaj	Tulsikhedi	264	0.02
Guna	Raghogarh	Avan	153	0.18
			155	0.11
Guna	Raghogarh	Ahirkhedi	190	0.01
			119	0.03

[F. No. L-14014/15/09-G.P.(Part-III)]

K. K. SHARMA, Under Secy.

नई दिल्ली, 8 फरवरी, 2011

का.आ. 426.—भारत 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 उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 1102 (अ) 14-05-2010 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डिया) लिमिटेड द्वारा मध्य प्रदेश में दहेज-वेमार-विजयपुर पाइपलाइन (विस्तार) परियोजना के माध्यम से प्राकृतिक गैस 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 राजपत्रित अधिसूचना की प्रतियाँ जनता को तारीख 24-05-2010 से 25-05-2010 तक उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी को पाइपलाइन बिछाने के सम्बन्ध में कोई आक्षेप निर्धारित समय सीमा में जनता से प्राप्त नहीं हुए हैं ।

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

और भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और संतुष्ट हो जाने पर कि उक्त भूमि में पाइपलाइनें बिछाने के लिए अपेक्षित है, उस में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अत: अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइनें बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और भारत सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्देश देती है कि पाइपलाइनें बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, भारत सरकार में निहित होने के बजाए, पाइपलाइनें बिछाने का प्रस्ताव करने वाली गेल (इण्डिया) लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्लंगमों से मुक्त गेल (इण्डिया) लिमिटेड में निहित होगा ।

अनुसूची

जिला	तहसील	गाँव	सर्वे नं.	क्षेत्रफल (हेक्टेयर में)
1	2	3	4	5
शाजापुर	मोहनबरोदिया	गोविन्दा	78	00.05
			77	00.19
			80	00.12
			98	00.01
			97	00.42
			119	00.05
			95	00.03
शाजापुर	मोहनबरोदिया	गोविन्दा	94	00.13
			93	00.01
			151	00.12
			152	00.02
			154	00.04
			149	00.04
			150	00.04
			445	00.03
			145	00.01
			156	00.07
			155	00.24
			162	00.03
			157	00.19
			444	00.32
			353	00.06
			358	00.05
			359	00.04
			360	00.01
			356	00.06
			357	00.03
			355	00.11
			361	00.08
			362	00.15
			426	00.09
			425	00.03
			424	00.11
			417	00.08
			418	00.01
			399	00.04
			400 P	00.08
			414 P	00.04
			414 P	00.27
			402	00.23
			408	00.10
			387/2	00.09
			386	00.08
			372	00.16
			373	00.08
			388	00.02
			334	00.23
			333	00.05
			332	00.09
			817	00.03
			योग	04.66

[फा. सं. एल-14014/15/2009-जी. पी. (भाग-IV)]

के. के. शर्मा, अवर सचिव

New Delhi, the 8th February, 2011

S.O. 426.—Whereas by notification of Government of India in Ministry of Petroleum and Natural Gas number S.O. 11 02(E) 14-05-2010 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), Govt. of India 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 the transportation of natural gas through Dahej-Vemar-Vijaipur pipeline (Expansion) project in the State of Madhya Pradesh by GAIL (India) Limited;

And whereas copies of the said Gazette notification were made available to the public from 24-05-2010 to 25-05-2010;

And whereas no objections were received from the public to the laying of the pipeline by the Competent Authority within the stipulated time;

And whereas the Competent Authority has, under sub-section (1) of Section 6 of the said Act, submitted its report to Govt. of India;

And whereas Govt. of India after considering the said report, and on being satisfied that the said land is required for laying the pipelines, has decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, Govt. of India hereby declares that the Right of User in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipelines;

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Govt. of India hereby directs that the Right of User in the land for laying the pipelines shall, instead of vesting in the Govt. of India, vest, on the date of the publication of the declaration, in GAIL (India) Limited, free from all encumbrances.

SCHEDULE

District	Tehsil	Village	Survey No.	Area (In Hect.)
1	2	3	4	5
Shajapur	Mohanbar-	Govinda	78	00.05
(M.P.)	odiya		77	00.19
			80	00.12
			98	00.01
			97	00.42
			119	00.05
			95	00.03
			94	00.13
			93	00.01
			151	00.12
			152	00.02
			154	00.04
			149	00.04
			150	00.04
			445	00.03
			145	00.01
			156	00.07
			155	00.24
			162	00.03
			157	00.19
			444	00.32
			353	00.06
			358	00.05
			359	00.04
			360	00.01
			356	00.06
			357	00.03
			355	00.11
			361	00.08
			362	00.15
			426	00.09
			425	00.03
			424	00.11
			417	00.08
			418	00.01
			399	00.04
			400 P	00.08
			414 P	00.04
			414 P	00.27
			402	00.23
			403	00.10
			387/2	00.09
			386	00.08
			372	00.16
			373	00.08
			388	00.02
			334	00.23
			333	00.05
			332	00.09
			817	00.03
			Total	04.66

[F. No. L-14014/15/2009-GP.-(Part IV)]

K. K. SHARMA, Under Secy.

नई दिल्ली, 8 फरवरी, 2011

का.आ. 427.—भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पंजाब राज्य में बवाना-नांगल और स्पर पाइपलाइन परियोजना से प्राकृतिक गैस के परिवहन के लिए गेल (इण्डिया) लिमिटेड द्वारा, एक पाइपलाइन बिछाई जानी चाहिए;

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

अत: अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको उक्त अधिनियम की धारा 3 की उप-धारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में सक्षम प्राधिकारी, गेल (इण्डिया) लिमिटेड, चंडीगढ को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची

जिला	तहसील	गांव	सर्वे नं.	आर. ओ. यू. हेतु अर्जित क्षेत्रफल (हेक्टेयर में)		
1	2	3	4	5	6	7
भटिन्डा	भटिन्डा	गैरी बुटर	563	00	06	05
			564	00	18	94
			565	00	01	67
			582	00	25	93
			584	00	09	13
			रास्ता	00	01	97
			193/585	00	00	44
			574	00	04	70
			575	00	09	57
			581	00	03	20
			593	00	21	61
			578	00	07	81
			579	00	21	07
			580	00	06	17
			1765/530	00	06	08
			603	00	02	78
			604	00	14	08
			706	00	01	09
			708	00	14	09
			710	00	26	27
			714	00	20	43
			715	00	09	42
			720	00	00	15
			719	00	28	06
			796	00	00	98
			798	00	07	50
			799	00	13	25
			801	00	07	00
			804	00	25	01
			805	00	04	16
			812	00	27	78
			813	00	01	32
			811	00	27	12
			841	00	23	57
			846	00	00	05
			845	00	03	72
			844	00	12	24
			842	00	01	70
			843	00	22	78
			857	00	02	25
			879	00	15	70
			876	00	03	62
			858	00	33	19
			873	00	07	72
			871	00	25	20
			872	00	00	05
			909	00	01	57
			925	00	39	12
			924	00	25	42
			991	00	02	14
			999	00	02	40
			992	00	05	11
			993	00	06	32
			994	00	07	73
			995	00	06	11
			996	00	19	46
			997	00	06	79
			रास्ता	00	00	79
			1004	00	15	29
			1014	00	15	11
			1013	00	13	73

1	2	3	4	5	6	7
भटिन्डा	भटिन्डा	गैरी बुटर	नहर	00	03	08
			1213	00	06	21
			1214	00	26	06
			रास्ता	00	01	05
			1227	00	11	03
			1228	00	03	47
			1230	00	03	66
			1237	00	00	79
			1238	00	08	44
			1239	00	27	50
			1241	00	18	64
			1245	00	09	45
			1244	00	12	85
			1250	00	09	62
		गुरसरसैने-वाला	रास्ता	00	00	49
			265	00	13	01
			268/1	00	10	55
			269/1	00	03	72
			269/2	00	16	21
			269/3	00	06	01
			270/3	00	01	32
			रास्ता	00	00	73
			276/1	00	12	78
			277	00	00	18
			276/2	00	12	14
			275/2	00	05	17
			298	00	13	36
			297	00	00	57
			299	00	02	88
			297/3	00	00	57
			300	00	18	07
			403	00	01	18
			384	00	18	05
			383	00	08	87
			382	00	10	87
			387	00	18	66
			360/1	00	06	08
			261	00	01	92
			397	00	02	54
			400	00	11	18
			रेलवे लाइन	00	04	13
			448/2	00	10	42
			447	00	07	71
भटिन्डा	भटिन्डा	गुरसरसैने-वाला	443/2	00	13	34
			450	00	01	20
			441	00	14	87
			440	00	03	26
			500/5	00	01	35
			500/8	00	01	48
			500/9	00	07	20
			507	00	12	20
			506	00	17	77
			505	00	16	88
			504	00	00	16
			508	00	01	47
			510	00	15	05
			488	00	00	98
			537/2	00	10	78
			535/2	00	04	50
			535/1	00	06	08
			534	00	20	78
			528	00	01	43
			527	00	15	96
			526	00	05	62
			615	00	12	60
			616	00	05	53
		नरवाना	1375	00	01	22
			1368	00	21	01
			1367	00	00	07
			1369	00	02	42
			1366	00	25	28
			1361	00	05	86
			1362	00	19	89
			1358	00	13	31
			1357	00	12	16
			1356	00	28	98
			1351	00	00	05
			1439	00	01	22
			1392	00	08	14
			1415/1	00	30	24
			1415/2	00	08	12
			1437	00	02	06
			1414	00	00	41
			1416	00	28	98
			1413	00	12	91
			1422	00	17	65

1	2	3	4	5	6	7
भटिन्डा	भटिन्डा	नरवाना	1407	00	16	37
			1423	00	12	33
			105	00	01	43
			104	00	27	65
			103	00	02	54
			87	00	00	37
			88	00	29	04
			61	00	00	10
			114	00	13	53
			113	00	15	41
			116	00	27	76
			188	00	01	09
			177	00	12	01
			178	00	09	80
			664	00	04	44
			661	00	01	93
			663	00	27	73
			662	00	01	69
			640	00	00	36
			641	00	29	48
			643	00	10	80
			644	00	20	51
			630	00	22	84
			629	00	12	13
			619	00	25	55
			621	00	01	36
			605	00	00	80
			604	00	03	94
			603	00	25	00
			597	00	00	55
			598	00	19	56
			601	00	00	05
			600	00	11	06
			रास्ता	00	01	66
			797	00	29	31
			798	00	07	51
			रास्ता	00	03	34
			795	00	20	07
			816	00	15	26
			818	00	20	90
			517	00	04	00
			511	00	12	78
			513	00	17	09

1	2	3	4	5	6	7
भटिन्डा	भटिन्डा	बीडतलाब	9 सड़क	00	01	37
			13	00	02	83
			18	00	10	69
			23	00	09	71
			19 3	00	10	82
			8	00	08	44
			7	00	02	48
			14/1	00	03	52
			13/2	00	02	27
			13/3	00	00	80
			रास्ता	00	00	52
			14/2	00	00	07
			14/3	00	03	45
			18/1	00	00	15
			17/2	00	07	50
			17/1	00	02	89
			रास्ता	00	00	65
			24/2	00	09	98
			32 4/2	00	03	23
			रास्ता	00	00	48
			7	00	06	37
			14	00	10	92
			17/1	00	03	15
			32 17/2	00	07	63
			24/2	00	10	35
			43 4	00	03	92
			5	00	08	52
			6/1	00	09	25
			6/2	00	02	86
			15/2	00	01	34
			44 10/2	00	00	48
			11	00	11	16
			20/1	00	00	44
			20/2	00	09	97
			21	00	10	29
			55 1/1	00	08	64
			सड़क	00	02	89
		भटिन्डा	696	00	06	62
			1040	00	31	66
			1041	00	01	96
			1047	00	10	04
			1032	00	16	07
			1031	00	22	37

1	2	3	4	5	6	7
भटिन्डा	भटिन्डा	भटिन्डा	1049	00	14	13
			1055	00	01	48
			1090	00	26	13
			1086	00	27	16
			1084	00	25	46
			1083	00	15	23
			1082	00	28	45
			1116	00	10	05
			1117	00	06	46
			1118	00	23	50
			1119	00	35	32
			1122	00	01	66
			1131	00	32	06
			1133	00	02	74
			1241	00	00	07
			1240	00	16	81
			1138	00	09	59
			1141	00	03	07
			1139	00	00	07
			1140	00	15	02
			1142/2	00	15	31
			1145	00	09	00
			1147	00	01	11
			1169	00	11	09
			1170	00	05	22
			1171	00	05	32
			1172	00	08	19
			1173	00	18	43
			1178	00	00	75
			1180	00	09	30
			1179	00	01	31
			1181	00	05	47
			1182	00	09	62
			1190	00	07	35
			1188	00	01	05
			1189	00	14	31
			रास्ता	00	04	51
			नहर	00	07	23
			रास्ता	00	03	96
			4843	00	08	88
			4844	00	14	25
			4833	00	00	05
			4834	00	53	98
			सड़क	00	01	17
			4548	00	20	93
			4552	00	14	48
			4538	00	17	60
भटिन्डा	भटिन्डा	ब्रहम्ण दिवाना	714/2	00	01	38
			714/1	00	01	71
			692/1	00	13	86
			रास्ता	00	00	86
			694/1/2	00	26	02
			694/1/1	00	01	41
			695/1	00	10	17
			696/1	00	01	59
			695/2/1	00	01	09
			695/2/2	00	18	79
			697	00	01	66
			698/1	00	11	38
			698/2	00	18	57
			700	00	06	33
			699/2	00	09	85
			701	00	02	80
			792/1	00	12	65
			794	00	15	74
			793/2	00	15	00
			795	00	24	33
			796/1	00	06	67
			693	00	04	26
			797/2	00	31	57
			798/1	30	01	64
			799/2	00	15	15
			799/1/2	00	14	86
			808	00	06	05
			800/1	00	14	07
			637/5	00	08	99
			804/1	00	21	70
			804/3	00	06	52
			805/2	00	06	94
			828	00	00	95
			841	00	13	42
			840	00	04	13
			848	00	00	75
			849	00	28	35
			850/2	00	13	19
			850/1	00	15	65

1	2	3	4	5	6	7
भटिन्डा	भटिन्डा	बहम्मण दिवाना	863/3	00	00	15
			862/2	00	00	59
			862/1/2	00	04	27
			863/1	00	04	36
			863/4	00	01	07
			867	00	18	08
			880/1	00	00	37
			880/2	00	01	25
			881/2	00	04	21
			881/3	00	10	57
			881/4	00	13	68
			882/3	00	00	10
			890	00	04	19
			883	00	24	02
			888	00	27	81
			887	00	00	81
			906/1	00	03	15
			905/2	00	02	63
			905/1	00	00	59
			906/2	00	22	23
			907	00	00	43
भटिन्डा	भटिन्डा	सिविया	588	00	05	18
			591	00	14	03
			592	00	14	19
			598	00	09	12
			597	00	04	82
			596	00	07	25
			599	00	06	61
			601	00	13	74
			602	00	15	10
			605	00	10	62
			604	00	00	65
			606	00	16	93
			608	00	15	38
			609	00	10	81
			610	00	01	90
			616	00	01	88
			617	00	06	64
			618	00	01	03
			619	00	06	12
			620	00	15	52
			629	00	18	14
			630	00	01	13
			631	00	09	13
			633	00	13	54
			634/1	00	01	42
			632	00	13	96
			636	00	01	08
			651	00	04	33
			650	00	12	28
			649	00	16	17
			648	00	01	58
			647	00	17	82
			653	00	16	91
			654	00	15	25
			655	00	02	07
			657	00	17	35
			658	00	21	63
भटिन्डा	तलवन्डी सावो	रामां 98	7/2	00	08	96
			14/1	00	07	83
			14/2	00	01	06
			15	00	03	02
			16	00	12	18
			17	00	00	06
			25	00	10	65
		97	21/1	00	00	84
			340	00	01	96
		102	5	00	00	71
		103	1	00	08	42
			10	00	12	38
			11	00	05	25
			12	00	07	15
			19	00	12	31
			22	00	06	11
			23	00	04	03,
			343	00	02	02
			341	00	01	21
		139	3	00	10	84
			8	00	06	08
			7	00	06	27
			14	00	11	75
			17	00	08	25
			16	00	03	57
			24	00	00	05
			25	00	12	24
		146	5	00	09	09

1	2	3	4	5	6	7
भटिन्डा	तलवन्डी साबो	रामां	6	00	00	49
			147 1	00	01	82
			10	00	11	46
			147 11	00	11	43
			12	00	00	05
			20	00	03	44
			19	00	08	46
			22	00	11	69
			186 2	00	00	77
			1304	00	00	60
			238 19/1	00	01	63
			18/2	00	00	07
			23	00	10	55
			24	00	03	27
			240 4	00	04	92
			5	00	08	72
			6	00	00	35
			1316	00	00	75
			241 1	00	01	38
			10	00	05	72
			9	00	07	61
			12	00	00	69
			8	00	01	34
			13	00	06	84
			14	00	07	17
			17	00	01	22
			15	00	00	86
			16	00	07	57
			242 20	00	05	94
			21	00	02	47
			19	00	00	08
			22	00	07	77
			23	00	02	62
			253 2	00	00	13
			3	00	05	86
			4	00	07	27
			7	00	01	60
			5	00	00	51
			6/1	00	07	24
			6/2	00	00	89
			252 10	00	05	41
			11	00	03	07
			9/2	00	00	13
			12	00	08	11
			13/1	00	02	67
			13/2	00	02	05
			14/1	00	00	05
			18	00	03	60
			17	00	08	38
			24/2	00	00	05
			16	00	03	46
			25	00	08	20
			256 5	00	06	85
			1291	00	00	05
भटिन्डा	तलवन्डी साबो	रामसरा	4 2	00	06	06
			9 2	00	16	35
			6	00	16	07
			9	00	01	77
			5/1	00	00	59
			10/1	00	14	00
			10/2	00	00	08
			15/1	00	03	24
			15/3/2	00	08	05'
			15/2	00	04	77
			20/2	00	15	69
			8 21	00	00	48
			16 3/2	00	01	97
			4	00	14	59
			7	00	16	64
			14	00	13	71
			15	00	02	00
			16	00	15	34
			17	00	00	47
			25	00	16	91
			115	00	00	60
			24 5/2/2	00	13	99
			24 6	00	14	87
			15	00	14	11
			16	00	15	49
			25	00	15	01
			31 5	00	15	06
			6	00	15	28
			15	00	14	76
			16	00	15	24
			25	00	09	47
			32 21/1	00	03	31

1	2	3	4	5	6	7
भटिन्डा	तलवन्डी साबो	रामसरा	97	00	01	57
			21/2	00	00	05
			38 1	00	17	94
			10	00	16	32
			11	00	11	77
			12	00	18	90
			13	00	08	89
			96	00	09	05
			95	00	01	37
			14/2	00.	17	10
			15/2	00	17	89
			37 11/2	00	17	94
			20/2	00	00	42
			12/1	00	06	35'
			19/2	00	00	59
			रास्ता	00	02	11
			12/2	00	06	88
			19/1	00	01	16
			18	00	03	84
			13	00	14	13
			17	00	05	13
			14	00	12	01
			15	00	09	99
			16/2	00	05	24
			93	00	01	36
			36 17/2	00	10	28
			8	00	07	32
			36 9	00	00	90
			16	00	16	71
			15	00	17	90
			14	00	17	36
			13/2	00	12	71
			13/1	00	04	41
			35 1	00	15	49
			2	00	00	05
			91	00	01	17
भटिन्डा	तलवन्डी साबो	तिरखान-वाल	7 16	00	00	50
			2 20	00	07	94
			21	00	05	26
			22	00	13	84
			23	00	01	54
			9 2	00	00	44
			3	00	13	01

1	2	3	4	5	6	7
भटिन्डा	तलवन्डी साबो	तिरखान-वाल	4	00	06	59
			7	00	07	79
			6	00	12	79
			15	00	01	19
			8 10	00	00	64
			11	00	13	59
			12/1	00	03	09'
			20	00	00	05
			175	00	01	44
			8 12/2	00	00	82
			19	00	09	26
			18	00	10	39
			176	00	02	39
			रास्ता	00	01	50
			8 23	00	01	02
			24	00	13	80
			25	00	04	81
			17 5/1	00	07	89
			रास्ता	00	01	62
			18 1	00	09	90
			18 10	00	03	77
			9/1	00	06	95
			9/2	00	07	56
			8	00	02	34
			12	00	00	15
			13	00	12	01
			14/2	00	08	56
			17	00	05	75
			16	00	13	02
			25	00	00	16
			174	00	01	17
			19 21/1	00	06	37
			21/2	00	06	50
			22	00	10	16
			23	00	00	05
			22 2	00	03	57
			3	00	13	48
			4/1	00	02	11
			रास्ता	00	02	48
			22 4/2	00	04	37
			7	00	04	20
			5	00	00	05
			6	00	13	16

1	2	3	4	5	6	7
भटिन्डा	तलवन्डी साबो	तिरखान-वाल	21 10	00	09	08.
			11	00	04	99
			12	00	06	99
भटिन्डा	तलवन्डी साबो	बाघा	2 8/1	00	02	36
			सड़क	00	02	32
			2 8/2	00	00	45
			13	00	10	65
			18	00	10	79
			23/1	00	00	60
			रास्ता	00	01	44
			2 24/1	00	00	35
			23/2	00	06	56
			24/2	00	01	66
			14 3	00	02	09
			4	00	09	27
			7	00	11	28
			14	00	11	18
			17/2	00	10	23
			17/1	00	01	34
			24/2	00	09	61
			25/1	00	00	82
			28 5/1	00	06	36
			4/1	00	03	99
			नाली	00	01	05
			6	00	11	38
			7	00	00	05
			15	00	11	03
			16/1	00	00	59
			16/2	00	10	85
			25	00	10	59
			29 21	00	00	05
			52 5/2	00	07	24
			6	00	01	34
			51 1	00	03	41
			10/2	00	10	02
			11/1	00	11	09
			20	00	10	83'
			21	00	10	68
			62 1	00	11	09
			2	00	00	05
			9	00	03	51
			10	00	07	66
			12	00	09	91

1	2	3	4	5	6	7
भटिन्डा	तलवन्डी साबो	बाघा	11	00	01	73
			19	00	10	77
			22	00	10	79
			92 2	00	12	02
			9	00	08	65
			8	00	03	11
			12	00	00	22
			92 13	00	12	12
			18	00	11	57
			23	00	08	93
			24	00	02	76
			106 3	00	00	12
			4	00	12	00
			7	00	11	95
			14/1	00	08	47
			सड़क	00	02	83
			14/2	00	00	75
			17/1	00	02	22
			16/1/1	00	05	25
			रास्ता	00	00	94
			168	00	03	38
			रास्ता	00	00	93
			25/1	00	11	32
			127 5	00	01	98
भटिन्डा	तलवन्डी साबो	सुखलधी	रास्ता	00	01	27
			5 14	00	03	75
			नाली	00	01	23
			15	00	04	77
			16	00	12	59
			25/1	00	00	05
			25/2	00	00	39'
			110	00	00	39
			6 20	00	01	40
			21/1	00	09	80
			21/2	00	05	16
			10 1	00	03	55
			103	00	03	10
			2	00	07	19
			9	00	09	25
			8	00	04	84
			13	00	13	56
			14	00	00	35
			18	00	01	56

1	2	3	4	5	6	7
भटिन्डा	तलवन्डी साबो	सुखलधी	10 17	00	12	00
			24	00	08	63
			25	00	05	65
			24 5	00	13	02
			6	00	02	54
			25 1/1	00	01	28
			104	00	01	76
			10	00	08	27
			11	00	08	22
			12/1	00	05	83
			19/2	00	09	07
			19/1	00	03	61
			526	00	00	65
			18	00	00	10
			22	00	01	80
			23	00	10	93
			नाली	00	00	86
			29 3	00	08	85
			4	00	04	84
			7	00	13	64
			6	00	00	38
			14	00	01	45
			15	00	12	09
			16	00	06	91
			28 20	00	05	83
			21	00	11	42
			रास्ता	00	01	79
			नाली	00	00	97
			47 1	00	01	94
			2	00	11	22
			9/2	00	07	22
			9/1	00	01	64
			8/3	00	04	67
			8/2	00	00	12
			13/1	00	02	10
			13/2	00	05	96
			13/3	00	05	03
			18	00	01	64
			47 14	00	00	33
			17	00	12	18
			24	00	07	28
			25	00	05	73
			नाली	00	01	43
भटिन्डा	तलवन्डी साबो	सुखलधी	50 5	00	12	48
			49 1/1	00	01	10
			10/2	00	02	77
			नाली	00	01	71
			49 10/1	00	04	58
भटिन्डा	तलवन्डी साबो	रूघु बंगी	नहर	00	15	58
			5/2	00	04	14
			15	00	11	77
			14/2	00	04	05
			14/1	00	19	75
			13/1	00	04	79
			नाली	00	01	57
			22	00	17	79
			23	00	21	84
			24	00	00	31
			35	00	01	58
			34	00	23	24
			33/2	00	02	51
			33/1	00	11	33
			रास्ता	00	01	36
			39/1	00	09	00
			32	00	04	90
			नहर	00	04	77
			267/1	00	02	21
			267/2	00	10	49
			268	00	09	97
			262/1	00	01	63
			262/2	00	12	17
			261	00	23	49
			260	00	03	52
			256/1	00	02	05
			256/2	00	24	11
			257/2	00	10	51
			248/2	00	17	40
			248/1	00	00	64
			291/1	00	03	17
			280/2	00	00	20
			280/1	00	12	70
			292	00	15	59
			291	00	17	86
			294	00	11	82
			295/1	00	21	97
			295/3	00	00	43

1	2	3	4	5	6	7
भटिन्डा	तलवन्डी साबो	रूपु बंगी	236/1	00	00	78
			236/2	00	06	79
			319/1	00	11	82
			319/2	00	04	15
			318/2	00	02	40
			320/2	00	00	10
			321/1	00	18	14
			321/2	00	06	50
			322	00	09	95
			सड़क	00	02	13
			335/1/2	00	11	61
			335/1/1	00	03	33
			325/2	00	12	26
			334	00	17	03
			333/2	00	06	01
			333/1	00	08	58
			344/2	00	15	99
			347	00	14	86
			346	00	13	91
भटिन्डा	तलवन्डी साबो	मलवाला	9 10	00	08	99
			11	00	04	57
			12	00	01	10
			रास्ता	00	02	77
			नहर	00	00	93
			9 19	00	13	33
			9 20	00	00	07
			22	00	11	60
			21 2	00	07	17
			3/1	00	04	53
			9/1	00	00	05
			8	00	11	25
			13	00	11	32
			रास्ता	00	02	12
			21 18	00	08	64
			23	00	06	13
			24/1	00	01	83
			रास्ता	00	01	19
			नाली	00	01	12
			26 4	00	10	37
			3	00	00	35
			7	00	11	63
			14	00	11	20
			17	00	03	24
			नाली	00	03	31

1	2	3	4	5	6	7
भटिन्डा	तलवन्डी साबो	मलवाला	26 16	00	04	88
			25	00	11	17
			43 5/2	00	11	44
			6/2	00	11	37
			15/2	00	04	37
			42 10	00	00	13
			11	00	06	77
			20	00	10	94
			21	00	10	96
			सड़क	00	01	60
			49 1	00	09	22
			10	00	06	06
			9	00	05	95
			12/1	00	09	56
			12/2	00	01	24
			19	00	11	30
			22	00	09	93
			23	00	01	92
			63 3/1	00	04	60
			63 2/1	00	01	24
			3/2	00	07	28
			2/2	00	00	05
			सड़क	00	01	58
			63 8	00	07	33
			13/1	00	05	60
			13/2	00	05	58
			18	00	07	77
			17	00	03	37
			24	00	10	80
			23	00	00	38
			69 4	00	10	55
			7	00	10	50
			14	00	10	52
			15	00	00	39
			16	00	02	57
			16/2	00	05	48
			17	00	02	89
			रास्ता	00	01	25
			69 25	00	10	79
			80 5	00	10	17
			6	00	10	24
			15	00	04	23
			16	00	00	05
			रास्ता	00	08	79

1	2	3	4	5	6	7
भटिन्डा	तलवन्डी साबो	मलकाना	79 11	00	00	88
			20/1	00	00	91
			रास्ता	00	00	44
			20/2	00	06	24
			21/1	00	08	27
			21/2	00	02	60
			86 1	00	10	41
			10	00	09	90
			9/2	00	00	89
			12	00	07	63
			11	00	03	25
			19/1	00	07	48
			86 19/2	00	03	26
			रास्ता	00	00	77
			86 22	00	10	59
			95 2	00	10	85
			9	00	10	39
			8	00	00	87
			13	00	02	87
			12	00	02	40
			सड़क	00	00	78
भटिन्डा	तलवन्डी साबो	भगवान-गढ़	873	00	11	98
			874/1	00	14	10
			874/2	00	02	41
			875	00	18	83
			878	00	01	49
			922	00	11	96
			921	00	15	64
			907/1	00	01	00
			920	00	01	64
			908/3	00	02	93
			908/2/2	00	11	98
			909/2	00	16	65
			910/1	00	16	10
			911/2	00	15	33
			913/1	00	14	88
			914/2	00	00	56
			888	00	01	75
			589/1	00	01	19
			589/2	00	09	70
			597/2	00	02	55
			590/1	00	00	63
			596/2	00	15	59
			595/2	00	11	69

1	2	3	4	5	6	7
भटिन्डा	तलवन्डी साबो	भगवान-गढ़	595/1	00	04	52
			594/2/1	00	00	19
			594/1	00	16	41
			593/2/2	00	14	56
			593/2/1	00	01	44
			605/1	00	16	96
			605/3	00	01	27
भटिन्डा	तलवन्डी साबो	दुनेवाला	रास्ता	00	01	21
			33 19	00	07	84
			18	00	00	42
			22/1	00	01	35
			23	00	11	58
			35 3	00	07	90
			रास्ता	00	01	95
			4	00	02	43
			35 7/1	00	08	85
			7/2	00	02	01
			6	00	00	06
			नाली	00	01	53
			35 14/2	00	01	31
			15/1	00	04	45
			15/3	00	06	60
			16	00	07	70
			36 20	00	04	15
			21	00	13	09
			22	00	00	29
			47 2	00	09	91
			1	00	01	60
			9	00	06	58
			8	00	06	09
			13	00	11	02
			सड़क	00	01	88
			47 14/2	00	00	53
			18	00	01	06
			17	00	11	01
			24	00	05	76
			25	00	06	58
			52 5	00	10	35
			6	00	00	05
			53 1/1	00	03	56
			53 10/2	00	02	33
			नाली	00	00	86

1	2	3	4	5	6	7
भटिन्डा	तलवन्डी	दुनेवाला	रास्ता	00	00	42
	साबो		53 1/2	00	00	05
			10/1	00	05	84
			9	00	11	64
			8	00	05	07
			13	00	06	88
			14	00	11	36
			15	00	09	03
			16	00	05	42
			रास्ता	00	01	69
			54 20	00	12	49
			19	00	05	22
			22	00	05	36
			23	00	10	97
			रास्ता	00	01	76
			54 24	00	06	55
			59 4	00	07	19
			5	00	12	35
			6	00	02	22
			58 1	00	00	15
			10	00	08	56

[फा. सं. एल-14014/7/11-जी. पी.]

के. के. शर्मा, अवर सचिव

New Delhi, the 8th February, 2011

S.O. 427.—Whereas, it appears to Government of India that it is necessary in public interest that for transportation of natural gas through Bawana-Nangal & its spur pipeline project in the State of Punjab, a pipeline should be laid by GAIL (India) Limited;

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

Now, therefore, in exercise of powers conferred by Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under sub-section (1) of Section 3 of the siad Act, as published in the Gazette of India are made available to the general public, object in writing to the laying of pipeline under land to Competent Authority, GAIL (India) Limited, Chandigarh.

SCHEDULE

District	Tehsil	Village	Survey No.	Area Hec.	Are	Sq. Mtr.
1	2	3	4	5	6	7
Bhatinda	Bhatinda	Gairi Butar	563	00	06	05
			564	00	18	94
			565	00	01	67
			582	00	25	93
			584	00	09	13
			Cart track	00	01	97
			193/585	00	00	44
			574	00	04	70
			575	00	09	57
			581	00	03	20
			593	00	21	61
			578	00	07	81
			579	00	21	07
			580	00	06	17
			1765/530	00	06	08
			603	00	02	78
			604	00	14	08
			706	00	01	09
			708	00	14	09
			710	00	26	27
			714	00	20	43
			715	00	09	42
			720	00	00	15
			719	00	28	06
			796	00	00	98
			798	00	07	50
			799	00	13	25
			801	00	07	00
			804	00	25	01
			805	00	04	16
			812	00	27	78
			813	00	01	32
			811	00	27	12
			841	00	23	57
			846	00	00	05
			845	00	03	72
			844	00	12	24
			842	00	01	70
			843	00	22	78
			857	00	02	25

1	2	3	4	5	6	7
Bhatinda	Bhatinda	Gairi Butar	879	00	15	70
			876	00	03	62
			858	00	33	19
			873	00	07	72
			871	00	25	20
			872	00	00	05
			909	00	01	57
			925	00	39	12
			924	00	25	42
			991	00	02	14
			999	00	02	40
			992	00	05	11
			993	00	06	32
			994	00	07	73
			995	00	06	11
			996	00	19	46
			997	00	06	79
			Cart track	00	00	79
			1004	00	15	29
			1014	00	15	11
			1013	00	13	73
			Canal	00	03	08
			1213	00	06	21
			1214	00	26	06
			Cart track	00	01	05
			1227	00	11	03
			1228	00	03	47
			1230	00	03	66
			1237	00	00	79
			1238	00	08	44
			1239	00	27	50
			1241	00	18	64
			1245	00	09	45
			1244	00	12	85
			1250	00	09	62
		Gursar-senewal	Cart track	00	00	49
			265	00	13	01
			268/1	00	10	55
			269/1	00	03	72
			269/2	00	16	21
			269/3	00	06	01
			270/3	00	01	32
			Cart track	00	00	73
			276/1	00	12	78
			277	00	00	18
			276/2	00	12	14
			275/2	00	05	17
			298	00	13	36
			297	00	00	57
			299	00	02	88
			297/3	00	00	57
			300	00	18	07
			403	00	01	18
			384	00	18	05
			383	00	08	87
			382	00	10	87
			387	00	18	66
			360/1	00	06	08
			261	00	01	92
			397	00	02	54
			400	00	11	18
			Railway line	00	04	13
			448/2	00	10	42
			447	00	07	71
			443/2	00	13	34
			450	00	01	20
			441	00	14	87
			440	00	03	26
			500/5	00	01	35
			500/8	00	01	48
			500/9	00	07	20
			507	00	12	20
			506	00	17	77
			505	00	16	88
			504	00	00	16
			508	00	01	47
			510	00	15	05
			488	00	00	98
			537/2	00	10	78
			535/2	00	04	50
			535/1	00	06	08
			534	00	20	78
			528	00	01	43
			527	00	15	96
			526	00	05	62
			615	00	12	60
			616	00	05	53
Bhatinda	Bhatinda	Narwana	1375	00	01	22

1	2	3	4	5	6	7
Bhatinda	Bhatinda	Narwana	1368	00	21	01
			1367	00	00	07
			1369	00	02	42
			1366	00	25	28
			1361	00	05	86
			1362	00	19	89
			1358	00	13	31
			1357	00	12	16
			1356	00	28	98
			1351	00	00	05
			1439	00	01	22
			1392	00	08	14
			1415/1	00	30	24
			1415/2	00	08	12
			1437	00	02	06
			1414	00	00	41
			1416	00	28	98
			1413	00	12	91
			422	00	17	65
			1407	00	16	37
			1423	00	12	33
			105	00	01	43
			104	00	27	65
			103	00	02	54
			87	00	00	37
			88	00	29	04
			61	00	00	10
			114	00	13	53
			113	00	15	41
			116	00	27	76
			188	00	01	09
			177	00	12	01
			178	00	09	80
			664	00	04	44
			661	00	01	93
			663	00	27	73
			662	00	01	69
			640	00	00	36
			641	00	29	48
			643	00	10	80
			644	00	20	51
			630	00	22	84
			629	00	12	13
			619	00	25	55
			621	00	01	36
			605	00	00	80
			604	00	03	94
			603	00	25	00
			597	00	00	55
			598	00	19	56
			601	00	00	05
			600	00	11	06
			Cart Track	00	01	66
			797	00	29	31
			798	00	07	51
			Cart track	00	03	34
			795	00	20	07
			816	00	15	26
			818	00	20	90
			517	00	04	00
			511	00	12	78
			513	00	17	09
Bhatinda	Bhatinda	Birtlab	9 Road	00	01	37
			13	00	02	83
			18	00	10	69
			23	00	09	71
			19 3	00	10	82
			8	00	08	44
			7	00	02	48
			14/1	00	03	52
			13/2	00	02	27
			13/3	00	00	80
			Cart track	00	00	52
			14/2	00	00	07
			14/3	00	03	45
			18/1	00	00	15
			17/2	00	07	50
			17/1	00	02	89
			Cart track	00	00	65
			24/2	00	09	98
			32 4/2	00	03	23
			Cart track	00	00	48
			7	00	06	37
			14	00	10	92
			17/1	00	03	15
			32 17/2	00	07	63
			24/2	00	10	35

1	2	3	4	5	6	7
Bhatinda	Bhatinda	Birtlab	43 4	00	03	92
			5	00	08	52
			6/1	00	09	25
			6/2	00	02	86
			15/2	00	01	34
			44 10/2	00	00	48
			11	00	11	16
			20/1	00	00	44
			20/2	00	09	97
			21	00	10	29
			55 1/1	00	08	64
			Road	00	02	89
Bhatinda	Bhatinda	Bhatinda	696	00	06	62
			1040	00	31	66
			1041	00	01	96
			1047	00	10	04
			1032	00	16	07
			1031	00	22	37
			1049	00	14	13
			1055	00	01	48
			1090	00	26	13
			1086	00	27	16
			1084	00	25	46
			1083	00	15	23
			1082	00	28	45
			1116	00	00	05
			1117	00	06	46
			1118	00	23	50
			1119	00	35	32
			1122	00	01	66
			1131	00	32	06
			1133	00	02	74
			1241	00	00	07
			1240	00	16	81
			1138	00	09	59
			1141	00	03	07
			1139	00	00	07
			1140	00	15	02
			1142/2	00	15	31
			1145	00	09	00
			1147	00	01	11
			1169	00	11	09
			1170	00	05	22
Bhatinda	Bhatinda	Bhatinda	1171	00	05	32
			1172	00	08	19
			1173	00	18	43
			1178	00	00	75
			1180	00	09	30
			1179	00	01	31
			1181	00	05	47
			1182	00	09	62
			1190	00	07	35
			1188	00	01	05
			1189	00	14	31
			Cart track	00	04	51
			Canal	00	07	23
			Cart track	00	03	96
			4843	00	08	88
			4844	00	14	25
			4833	00	00	05
			4834	00	53	98
			Road	00	01	17
			4548	00	20	93
			4552	00	14	48
			4538	00	17	60
Bhatinda	Bhatinda	Bahman Diwana	714/2	00	01	38
			714/1	00	01	71
			692/1	00	13	86
			Cart track	00	00	86
			694/1/2	00	26	02
			694/1/1	00	01	41
			695/1	00	10	17
			696/1	00	01	59
			695/2/1	00	01	09
			695/2/2	00	18	79
			697	00	01	66
			698/1	00	11	38
			698/2	00	18	57
			700	00	06	33
			699/2	00	09	85
			701	00	02	80
			792/1	00	12	65
			794	00	15	74
			793/2	00	15	00
			795	00	24	33
			796/1	00	06	67

1	2	3	4	5	6	7
Bhatinda	Bhatinda	Bahman Diwana	693	00	04	26
			797/2	00	31	57
			798/1	00	01	64
			799/2	00	15	15
			799/1/2	00	14	86
			808	00	06	05
			800/1	00	14	07
			637/5	00	08	99
			804/1	00	21	70
			804/3	00	06	52
			805/2	00	06	94
			828	00	00	95
			841	00	13	42
			840	00	04	13
			848	00	00	75
			849	00	28	35
			850/2	00	13	19
			850/1	00	15	65
			863/3	00	00	15
			862/2	00	00	59
			862/1/2	00	04	27
			863/1	00	04	36
			863/4	00	01	07
			867	00	18	03
			880/1	00	00	37
			880/2	00	01	25
			881/2	00	04	21
			881/3	00	10	57
			881/4	00	13	68
			882/3	00	00	10
			890	00	04	19
			883	00	24	02
			888	00	27	81
			887	00	00	81
			906/1	00	03	15
			905/2	00	02	63
			905/1	00	00	59
			906/2	00	22	23
			907	00	00	43
Bhatinda	Bhatinda	Sibia	588	00	05	18
			591	00	14	03
Bhatinda	Bhatinda	Sibia	592	00	14	19
			598	00	09	12
			597	00	04	82
			596	00	07	25
			599	00	06	61
			601	00	13	74
			602	00	15	10
			605	00	10	62
			604	00	00	65
			606	00	16	93
			608	00	15	38
			609	00	10	81
			610	00	01	90
			616	00	01	88
			617	00	06	64
			618	00	01	03
			619	00	06	12
			620	00	15	52
			629	00	18	14
			630	00	01	13
			631	00	09	13
			633	00	13	54
			634/1	00	01	42
			632	00	13	96
			636	00	01	08
			651	00	04	33
			650	00	12	28
			649	00	16	17
			648	00	01	58
			647	00	17	82
			653	00	16	91
			654	00	15	25
			655	00	02	07
			657	00	17	35
			658	00	21	63
Bhatinda	Talwandi Saboo	Raman	98 7/2	00	08	96
			14/1	00	07	83
			14/2	00	01	06
			15	00	03	02
			16	00	12	18
			17	00	00	06

1	2	3	4	5	6	7
Bhatinda	Talwandi Saboo	Raman	25	00	10	65
			97 21/1	00	00	84
			340	00	01	96
			102 5	00	00	71
			103 1	00	08	42
			10	00	12	38
			11	00	05	25
			12	00	07	15
			19	00	12	31
			22	00	06	11
			23	00	04	03
			343	00	02	02
			341	00	01	21
			139 3	00	10	84
			8	00	06	08
			7	00	06	27
			14	00	11	75
			17	00	08	25
			16	00	03	57
			24	00	00	05
			25	00	12	24
			146 5	00	09	09
			6	00	00	49
			147 1	00	01	82
			10	00	11	46
			147 11	00	11	43
			12	00	00	05
			20	00	03	44
			19	00	08	46
			22	00	11	69
			186 2	00	00	77
			1304	00	00	60
			238 19/1	00	01	63
			18/2	00	00	07
			23	00	10	55
			24	00	03	27
			240 4	00	04	92
			5	00	08	72
			6	00	00	35
			1316	00	00	75
Bhatinda	Talwandi Saboo	Raman	241 1	00	01	38
			10	00	05	72
			9	00	07	61
			12	00	00	69
			8	00	01	34
			13	00	06	84
			14	00	07	17
			17	00	01	22
			15	00	00	86
			16	00	07	57
			242 20	00	05	94
			21	00	02	47
			19	00	00	08
			22	00	07	77
			23	00	02	62
			253 2	00	00	13
			3	00	05	86
			4	00	07	27
			7	00	01	60
			5	00	00	51
			6/1	00	07	24
			6/2	00	00	89
			252 10	00	05	41
			11	00	03	07
			9/2	00	00	13
			12	00	08	11
			13/1	00	02	67
			13/2	00	02	05
			14/1	00	00	05
			18	00	03	60
			17	00	08	38
			24/2	00	00	05
			16	00	03	46
			25	00	08	20
			256 5	00	06	85
			1291	00	00	05
Bhatinda	Talwandi Saboo	Ram-Sara	4 2	00	06	06
			9 2	00	16	35
			6	00	16	07
			9	00	01	77

1	2	3	4	5	6	7
Bhatinda	Talwandi Saboo	Ram-Sara	5/1	00	00	59
			10/1	00	14	00
			10/2	00	00	08
			15/1	00	03	24
			15/3/2	00	08	05
			15/2	00	04	77
			20/2	00	15	69
			8 21	00	00	48
			16 3/2	00	01	97
			4	00	14	59
			7	00	16	64
			14	00	13	71
			15	00	02	00
			16	00	15	34
			17	00	00	47
			25	00	16	91
			115	00	00	60
			24 5/2/2	00	13	99
			24 6	00	14	87
			15	00	14	11
			16	00	15	49
			25	00	15	01
			31 5	00	15	06
			6	00	15	28
			15	00	14	76
			16	00	15	24
			25	00	09	47
			32 21/1	00	03	31
			97	00	01	57
			21/2	00	00	05
			38 1	00	17	94
			10	00	16	32
			11	00	11	77
			12	00	18	90
			13	00	08	89
			96	00	09	05
			95	00	01	37
			14/2	00.	17	10
			15/2	00	17	89
			37 11/2	00	17	94
			20/2	00	00	42
			12/1	00	06	35
			19/2	00	00	59
			Cart track	00	02	11
			12/2	00	06	88
			19/1	00	01	16
			18	00	03	84
			13	00	14	13
			17	00	05	13
			14	00	12	01
			15	00	09	99
			16/2	00	05	24
			93	00	01	36
			36 17/2	00	10	28
			8	00	07	32
			36 9	00	00	90
			16	00	16	71
			15	00	17	90
			14	00	17	36
			13/2	00	12	71
			13/1	00	04	41
			35 1	00	15	49
			2	00	00	05
			91	00	01	17
Bhatinda	Talwandi Saboo	Tirkhan-wala	7 16	00	00	50
			2 20	00	07	94
			21	00	05	26
			22	00	13	84
			23	00	01	54
			9 2	00	00	44
			3	00	13	01
			4	00	06	59
			7	00	07	79
			6	00	12	79
			15	00	01	19
			8 10	00	00	64
			11	00	13	59
			12/1	00	03	09
			20	00	00	05
			175	00	01	44

1	2	3	4	5	6	7
Bhatinda	Talwandi Saboo	Tirkhan-wala	8 12/2	00	00	82
			19	00	09	26
			18	00	10	39
			176	00	02	39
			Cart track	00	01	50
			8 23	00	01	02
			24	00	13	80
			25	00	04	81
			17 5/1	00	07	89
			Cart track	00	01	62
			18 1	00	09	90
			18 10	00	03	77
			9/1	00	06	95
			9/2	00	07	56
			8	00	02	34
			12	00	00	15
			13	00	12	01
			14/2	00	08	56
			17	00	05	75
			16	00	13	02
			25	00	00	16
			174	00	01	17
			19 21/1	00	06	37
			21/2	00	06	50
			22	00	10	16
			23	00	00	05
			22 2	00	03	57
			3	00	13	48
			4/1	00	02	11
			Cart track	00	02	48
			22 4/2	00	04	37
			7	00	04	20
			5	00	00	05
			6	00	13	16
			21 10	00	09	08
			11	00	04	99
			12	00	06	99
Bhatinda	Talwandi Saboo	Bagha	2 8/1	00	02	36
			Road	00	02	32
			2 8/2	00	00	45
			13	00	10	65
			18	00	10	79
			23/1	00	00	60
			Cart track	00	01	44
			2 24/1	00	00	35
			23/2	00	06	56
			24/2	00	01	66
			14 3	00	02	09
			4	00	09	27
			7	00	11	28
			14	00	11	18
			17/2	00	10	23
			17/1	00	01	34
			24/2	00	09	61
			25/1	00	00	82
			28 5/1	00	06	36
			4/1	00	03	99
			Nali	00	01	05
			6	00	11	38
			7	00	00	05
			15	00	11	03
			16/1	00	00	59
			16/2	00	10	85
			25	00	10	59
			29 21	00	00	05
			52 5/2	00	07	24
			6	00	01	34
			51 1	00	03	41
			10/2	00	10	02
			11/1	00	11	09
			20	00	10	83
			21	00	10	68
			62 1	00	11	09
			2	00	00	05
			9	00	03	51
			10	00	07	66
			12	00	09	91
			11	00	01	73
			19	00	10	77
			22	00	10	79

1	2	3	4	5	6	7
Bhatinda	Talwandi Saboo	Bagha	92 2	00	12	02
			9	00	08	65
			8	00	03	11
			12	00	00	22
			92 13	00	12	12
			18	00	11	57
			23	00	08	93
			24	00	02	76
			106 3	00	00	12
			4	00	12	00
			7	00	11	95
			14/1	00	08	47
			Road	00	02	83
			14/2	00	00	75
			17/1	00	02	22
			16/1/1	00	05	25
			Cart track	00	00	94
			168	00	03	38
			Cart track	00	00	93
			25/1	00	11	32
			127 5	00	01	98
Bhatinda	Talwandi Saboo	Sukh-ladhi	Cart track	00	01	27
			5 14	00	03	75
			Nali	00	01	23
			15	00	04	77
			16	00	12	59
			25/1	00	00	05
			25/2	00	00	39
			110	00	00	39
			6 20	00	01	40
			21/1	00	09	80
			21/2	00	05	16
			10 1	00	03	55
			103	00	03	10
			2	00	07	19
			9	00	09	25
			8	00	04	84
			13	00	13	56
			14	00	00	35
			18	00	01	56
Bhatinda	Talwandi Saboo	Sukh-ladhi	10 17	00	12	00
			24	00	08	63
			25	00	05	65
			24 5	00	13	02
			6	00	02	54
			25 1/1	00	01	28
			104	00	01	76
			10	00	08	27
			11	00	08	22
			12/1	00	05	83
			19/2	00	09	07
			19/1	00	03	61
			526	00	00	65
			18	00	00	10
			22	00	01	80
			23	00	10	93
			Nali	00	00	86
			29 3	00	08	85
			4	00	04	84
			7	00	13	64
			6	00	00	38
			14	00	01	45
			15	00	12	09
			16	00	06	91
			28 20	00	05	83
			21	00	11	42
			Cart track	00	01	79
			Nali	00	00	97
			47 1	00	01	94
			2	00	11	22
			9/2	00	07	22
			9/1	00	01	64
			8/3	00	04	67
			8/2	00	00	12
			13/1	00	02	10
			13/2	00	05	96
			13/3	00	05	03
			18	00	01	64
			47 14	00	00	33
			17	00	12	18

1	2	3	4	5	6	7
Bhatinda	Talwandi Saboo	Sukh-ladhi	24	00	07	28
			25	00	05	73
			Nali	00	01	43
			50 5	00	12	48
			49 1/1	00	01	10
			10/2	00	02	77
			Nali	00	01	71
			49 10/1	00	04	58
Bhatinda	Talwandi Saboo	Rughu Bangi	Canal	00	15	58
			5/2	00	04	14
			15	00	11	77
			14/2	00	04	05
			14/1	00	19	75
			13/1	00	04	79
			Nali	00	01	57
			22	00	17	79
			23	00	21	84
			24	00	00	31
			35	00	01	58
			34	00	23	24
			33/2	00	02	51
			33/1	00	11	33
			Cart track	00	01	36
			39/1	00	09	00
			32	00	04	90
			Canal	00	04	77
			267/1	00	02	21
			267/2	00	10	49
			268	00	09	97
			262/1	00	01	63
			262/2	00	12	17
			261	00	23	49
			260	00	03	52
			256/1	00	02	05
			256/2	00	24	11
			257/2	00	10	51
			248/2	00	17	40
			248/1	00	00	64
			291/1	00	03	17
			280/2	00	00	20
Bhatinda	Talwandi Saboo	Rughu Bangi	280/1	00	12	70
			292	00	15	59
			291	00	17	86
			294	00	11	82
			295/1	00	21	97
			295/3	00	00	43
			236/1	00	00	78
			236/2	00	06	79
			319/1	00	11	82
			319/2	00	04	15
			318/2	00	02	40
			320/2	00	00	10
			321/1	00	18	14
			321/2	00	06	50
			322	00	09	95
			Road	00	02	13
			335/1/2	00	11	61
			335/1/1	00	03	33
			325/2	00	12	26
			334	00	17	03
			333/2	00	06	01
			333/1	00	08	58
			344/2	00	15	99
			347	00	14	86
			346	00	13	91
Bhatinda	Talwandi Saboo	Mal-wala	9 10	00	08	99
			11	00	04	57
			12	00	01	10
			Cart track	00	02	77
			Canal	00	00	93
			9 19	00	13	33
			9 20	00	00	07
			22	00	11	60
			21 2	00	07	17
			3/1	00	04	53
			9/1	00	00	05
			8	00	11	25
			13	00	11	32
			Cart track	00	02	12
			21 18	00	08	64
			23	00	06	13

1	2	3	4	5	6	7
Bhatinda	Talwandi Saboo	Mal-wala	24/1	00	01	83
			Cart track	00	01	19
			Nali	00	01	12
			26 4	00	10	37
			3	00	00	35
			7	00	11	63
			14	00	11	20
			17	00	03	24
			Nali	00	03	31
			26 16	00	04	88
			25	00	11	17
			43 5/2	00	11	44
			6/2	00	11	37
			15/2	00	04	37
			42 10	00	00	13
			11	00	06	77
			20	00	10	94
			21	00	10	96
			Road	00	01	60
			49 1	00	09	22
			10	00	06	06
			9	00	05	95
			12/1	00	09	56
			12/2	00	01	24
			19	00	11	30
			22	00	09	93
			23	00	01	92
			63 3/1	00	04	60
			63 2/1	00	01	24
			3/2	00	07	28
			2/2	00	00	05
			Road	00	01	58
			63 8	00	07	33
			13/1	00	05	60
			13/2	00	05	58
			18	00	07	77
			17	00	03	37
			24	00	10	80
			23	00	00	38
			69 4	00	10	55
			7	00	10	50
			14	00	10	52
			15	00	00	39
			16	00	02	57
			16/2	00	05	48
			17	00	02	89
			Cart track	00	01	25
			69 25	00	10	79
			80 5	00	10	17
			6	00	10	24
			15	00	04	23
			16	00	00	05
			Cart track	00	08	79
			79 11	00	00	88
			20/1	00	00	91
			Cart track	00	00	44
			20/2	00	06	24
			21/1	00	08	27
			21/2	00	02	60
			86 1	00	10	41
			10	00	09	90
			9/2	00	00	89
			12	00	07	63
			11	00	03	25
			19/1	00	07	48
			86 19/2	00	03	26
			Cart track	00	00	77
			86 22	00	10	59
			95 2	00	10	85
			9	00	10	39
			8	00	00	87
			13	00	02	87
			12	00	02	40
			Road	00	00	78
Bhatinda	Talwandi Saboo	Bhagwan-Garh	873	00	11	98
			874/1	00	14	10
			874/2	00	02	41
			875	00	18	83
			878	00	01	49
			922	00	11	96
			921	00	15	64
			907/1	00	01	00

1	2	3	4	5	6	7
Bhatinda	Talwandi Saboo	Bhagwan-Garh	920	00	01	64
			908/3	00	02	93
			908/2/2	00	11	98
			909/2	00	16	65
			910/1	00	16	10
			911/2	00	15	33
			913/1	00	14	88
			914/2	00	00	56
			888	00	01	75
			589/1	00	01	19
			589/2	00	09	70
			597/2	00	02	55
			590/1	00	00	63
			596/2	00	15	59
			595/2	00	11	69
			595/1	00	04	52
			594/2/1	00	00	19
			594/1	00	16	41
			593/2/2	00	14	56
			593/2/1	00	01	44
			605/1	00	16	96
			605/3	00	01	27
Bhatinda	Talwandi Saboo	Dune-wala	Cart track	00	01	21
			33 19	00	07	84
			18	00	00	42
			22/1	00	01	35
			23	00	11	58
			35 3	00	07	90
			Cart track	00	01	95
			4	00	02	43
			35 7/1	00	08	85
			7/2	00	02	01
			6	00	00	06
			Nali	00	01	53
			35 14/2	00	01	31
			15/1	00	04	45
			15/3	00	06	60
			16	00	07	70
			36 20	00	04	15
			21	00	13	09
Bhatinda	Talwandi Saboo	Dune-wala	47 22	00	00	29
			47 2	00	09	91
			1	00	01	60
			9	00	06	58
			8	00	06	09
			13	00	11	02
			Road	00	01	88
			47 14/2	00	00	53
			18	00	01	06
			17	00	11	01
			24	00	05	76
			25	00	06	58
			52 5	00	10	35
			6	00	00	05
			53 1/1	00	03	56
			53 10/2	00	02	33
			Nali	00	00	86
			Cart track	00	00	42
			53 1/2	00	00	05
			10/1	00	05	84
			9	00	11	64
			8	00	05	07
			13	00	06	88
			14	00	11	36
			15	00	09	03
			16	00	05	42
			Cart track	00	01	69
			54 20	00	12	49
			19	00	05	22
			22	00	05	36
			23	00	10	97
			Cart track	00	01	76
			54 24	00	06	55
			59 4	00	07	19
			5	00	12	35
			6	00	02	22
			58 1	00	00	15
			10	00	08	56

[F. No. L-14014/7/11-G.P.]

K.K. SHARMA, Under Secy.

नई दिल्ली, 10 फरवरी, 2011

का.आ. 428.—केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत के राजपत्र, तारीख 16 अक्तूबर, 2010 में प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2558 तारीख 13 अक्तूबर, 2010 द्वारा उस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में गुजरात राज्य में स्थापित कोयली-दहेज पाइपलाइन की शाखा आमोद से हजीरा तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा 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 जनता को तारीख 20 अक्तूबर, 2010 को उपलब्ध करा दी गई थी;

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

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित किये जाएं;

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

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाए, इंडियन ऑयल कॉर्पोरेशन लिमिटेड में सभी विल्लंगमों से मुक्त घोषणा के प्रकाशन की इस तारीख को निहित होगा ।

अनुसूची

राज्य	जिला	तालुका	गाँव	सर्वेक्षण सं. खण्ड सं.	उप-खण्ड सं.	क्षेत्रफल हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6	7	8	9
गुजरात	भरुच	आमोद	इटोला	386		00	04	68
		आमोद	कोलवणा	825		00	18	32
				1105		00	07	43
				1000		00	08	96
				1251		00	21	96
				1252		00	06	30
				1253		00	06	30
				1282		00	05	40
				1328		00	16	23
				1400	3	00	09	00
				682	3	00	08	60
				755	1	00	14	93
		वागरा	साचण	185		00	23	65
		वागरा	पीसाद	72		00	00	74
		वागरा	सारण	13		00	21	38
				167		00	40	83
				188		00	49	50
				191		00	51	66
		वागरा	साअेखा	141		00	91	31
				168	B	00	41	50
		भरुच	अमलेश्वर	863		00	21	60
		भरुच	नवेठा	149		00	19	98
		भरुच	मुस्तफाबाद	277	P2	00	04	29
			(भाड़भुत)	186		00	39	96

1	2	3	4	5	6	7	8	9
गुजरात	भरुच	मुस्तफाबाद	(भाड़भुत)	180/181		00	19	00
				178		00	19	62
				376		00	32	80
				375		00	02	83
				370		00	10	80
				451		00	24	12
				316		00	04	14
		अंकलेश्वर	धंतुरीया	579		00	09	59
				42	3	00	22	00
				42	4	00	06	00
				181		00	01	32
		अंकलेश्वर	माटीअेड	639		00	21	98
				180		00	14	58
				171		00	28	44
				170		00	20	52
				164		00	12	96
				165		00	10	44
				130		00	30	42
		अंकलेश्वर	मोतवाण	172		00	05	22
				173		00	19	08
		हांसोट	मोठिया	59		00	15	93
				61		00	16	20
		हांसोट	दीगस	402	B	00	08	64
				316		00	23	40
				608	A	00	03	78
				608	B	00	19	98
				452		00	13	25
				440		00	21	60
				416	A	00	29	16
				416	B	00	11	88
				403		00	22	32
				354		00	21	72
				360		00	02	24
				338	A	00	12	20
				338	B	00	12	00
				346		00	00	45
				353		00	00	96
		हांसोट	कलम	28	G	00	01	16
				58		00	05	25
				59		00	17	07
				61		00	21	60
				68	B	00	13	40
				76	A+B	00	06	40
				84	A	00	40	00
		हांसोट	ओभा	1248		00	12	54

[फा. सं. आर-25011/1/2008-ओ. आर.-1]

बी. के. दत्ता, अवर सचिव

New Delhi, the 10th February, 2011

S.O. 428.—Whereas by a notification of the Government of India, Ministry of Petroleum and Natural Gas Number S.O. 2558 dated 13-10-2010 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), the Central Government declared its intention to acquire the right of user in the land specified in the schedule annexed to that notification for the purpose of laying a branch pipeline from existing Koyali - Dahej pipeline for the transportation of Petroleum Product from Amod to Hazira in the State of Gujarat by Indian Oil Corporation Limited;

And whereas, the copies of the said gazette notification were made available to the general public on the 20th October, 2010;

And whereas, the Competent Authority has submitted report to the Central Government;

And whereas, the Central Government has after considering the report and on being satisfied that said land is required for laying pipeline has decided to acquire the right of user therein;

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 land specified in the Schedule annexed 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 shall instead of vesting in the Central Government vest on this date of publication of this declaration in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

State	District	Taluka	Village	Survey / Block No.	Sub-Division No.	Area		
						Hect.	Are	Sq.mtr.
1	2	3	4	5	6	7	8	9
Gujarat	Bharuch	Amod	Intola	386		00	04	68
		Amod	Kolwana	825		00	18	32
				1105		00	07	43
				1000		00	03	96
				1251		00	21	96
				1252		00	06	30
				1253		00	06	30
				1282		00	05	40
				1328		00	16	23
				1400	3	00	09	00
				682	3	00	03	60
				755	1	00	14	93
		Vagra	Sachan	185		00	23	65
		Vagra	Pisad	72		00	00	74
		Vagra	Saran	13		00	21	38
				167		00	40	83
				188		00	49	50
				190		00	51	66
		Vagra	Sayakha	141		00	91	31
				168	B	00	41	50
		Bharuch	Amleshwar	863		00	21	60
		Bharuch	Navetha	149		00	19	98
		Bharuch	Mustfabad	277	P2	00	04	29
			(Bhadbhut)	186		00	39	96
				180/181		00	19	00
				178		00	19	62

1	2	3	4	5	6	7	8	9
Gujarat	Bharuch	Mustfabad	(Bhadbhut)	376		00	32	80
				375		00	02	83
				370		00	10	80
				451		00	24	12
				316		00	04	14
		Ankleshwar	Dhanturia	579		00	09	59
				42	3	00	22	00
				42	4	00	06	00
				181		00	01	32
		Ankleshwar	Matiad	639		00	21	98
				180		00	14	58
				171		00	28	44
				170		00	20	52
				164		00	12	96
				165		00	10	44
				130		00	30	42
		Ankleshwar	Motwan	172		00	05	22
				173		00	19	08
		Hansot	Mothiya	59		00	15	98
				61		00	16	20
		Hansot	Digas	402	B	00	08	64
				316		00	23	40
				608	A	00	08	78
				608	B	00	19	98
				452		00	13	25
				440		00	21	60
				416	A	00	29	16
				416	B	00	11	88
				403		00	22	32
				354		00	21	72
				360		00	02	24
				338	A	00	12	20
				338	B	00	12	00
				346		00	00	45
				353		00	00	96
		Hansot	Kalam	28	G	00	01	16
				58		00	05	25
				59		00	17	07
				61		00	21	60
				68	B	00	13	40
				76	A+B	00	06	40
				84	A	00	40	00
		Hansot	Obha	1248		00	12	54

[F. No. R-25011/1/2008-O.R.-1]

B. K. DATTA, Under Secy.

नई दिल्ली, 10 फरवरी, 2011

का.आ. 429.—केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत के राजपत्र, तारीख 16 अक्तूबर, 2010 में प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2557 तारीख 13 अक्तूबर, 2010 द्वारा उस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में गुजरात राज्य में स्थापित कोयली-दहेज पाइपलाइन की शाखा आमोद से हजीरा तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा 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 जनता को तारीख 20 अक्तूबर, 2010 को उपलब्ध करा दी गई थी;

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

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित किए जाएं;

अत: अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि पाइपलाइन बिछाने के लिए इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाता है;

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

अनुसूची

राज्य	जिला	तालुका	गाँव	सर्वेक्षण सं. खण्ड सं.	उप-खण्ड सं.	क्षेत्रफल हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6	7	8	9
गुजरात	सूरत	ओलपाड	ऊमराछी	289		00	04	68
				295		00	26	10
				245		00	22	32
				250		00	45	18
				305	A	00	13	64
		ओलपाड	वडोली	664		00	13	76
				669		00	10	99
				671		00	00	29
				675		00	24	62
				676		00	13	75
				573		00	31	91
				574		00	01	27
				575	P2	00	23	65
				639		00	17	10
				584		00	11	23
				585		00	18	74
				586		00	06	19
				587		00	33	60
				596		00	11	82
				595		00	10	23

1	2	3	4	5	6	7	8	
		ओलपाड	वडोली	594		00	14	40
				601		00	00	81
				593	P1	00	27	50
				591		00	22	79
				605+606	A	00	14	00
				605+606	B	00	14	76
		ओलपाड	वीहारा	162	P3	00	21	60
				151		00	37	62
				154		00	26	10
		ओलपाड	अछारण	238		00	09	74
		ओलपाड	सांढीयेर	323		00	20	16
				320	P	00	03	20
				381		00	06	84
				390		00	08	82
		ओलपाड	करमला	63	P2	00	21	38
		ओलपाड	कोसम	222		00	12	08
		ओलपाड	सेगवाछामा	265		00	08	96
				264		00	08	92
				290		00	09	90
				294		00	09	54
				298		00	16	74
				401	A	00	24	84
				405		00	07	56
				400	B	00	08	64
				286	B	00	00	84
		चोर्यासी	वणकला	111		00	22	32
				150		00	19	08
		चोर्यासी	ओखा	107		00	18	00
				106		00	11	52
				108		00	36	54
		चोर्यासी	भेसाण	471		00	06	15
		चोर्यासी	मलगामा	115		00	17	74
				109		00	14	94
				221		00	09	27
		चोर्यासी	आसरमा	5		00	02	82

[फा सं. आर-25011/1/2008-ओ. आर-1]

बी. के. दत्ता, अवर सचिव

New Delhi, the 10th February, 2011

S.O. 429.—Whereas by a notification of the Government of India, Ministry of Petroleum and Natural Gas Number S.O. 2557 dated 13-10-2010, 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), the Central Government declared its intention to acquire the right of user in the land specified in the schedule annexed to that notification for the purpose of laying a branch pipeline from existing Koyali - Dahej pipeline for the transportation of Petroleum Product from Amod to Hazira in the State of Gujarat by Indian Oil Corporation Limited;

And whereas, the copies of the said gazette notification were made available to the general public on the 20th October, 2010;

And whereas, the Competent Authority has submitted report to the Central Government;

And whereas, the Central Government has after considering the report and on being satisfied that said land is required for laying pipeline has decided to acquire the right of user there in;

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 land specified in the Schedule annexed 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 shall instead of vesting in the Central Government vest on this date of publication of this declaration in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

State	District	Taluka	Village	Survey / Block No.	Sub-Division No.	Area		
						Hect.	Are	Sq.mtr.
1	2	3	4	5	6	7	8	9
Gujarat	Surat	Olpad	Umrachhi	289		00	04	68
				295		00	26	10
				245		00	22	32
				250		00	45	18
				305	A	00	13	64
		Olpad	Vadoli	664		00	13	76
				669		00	10	99
				671		00	00	29
				675		00	24	62
				676		00	13	75
				573		00	31	91
				574		00	01	27
				575	P2	00	23	65
				639		00	17	10
				584		00	11	23
				585		00	18	74
				586		00	06	19
				587		00	33	60
				596		00	11	82

1	2	3	4	5	6	7	8	9
Gujarat	Surat	Olpad	Vadoli	595		00	10	23
				594		00	14	40
				601		00	00	81
				593	P1	00	27	50
				591		00	22	79
				605+606	A	00	14	00
				605+606	B	00	14	76
			Vihara	162	P3	00	21	60
				151		00	37	62
				154		00	26	10
			Achharan	238		00	09	74
			Sandhiar	323		00	20	16
				320	P	00	03	20
				381		00	06	84
				390		00	08	82
			Karmala	63	P2	00	21	38
			Kosam	222		00	12	08
			Segwach-	265		00	08	96
			hama	264		00	08	92
				290		00	09	90
				294		00	09	54
				298		00	16	74
				401	A	00	24	84
				405		00	07	56
				400	B	00	08	64
				286	B	00	00	84
		Choryasi	Vankala	111		00	22	32
				150		00	19	08
			Okha	107		00	18	00
				106		00	11	52
				108		00	36	54
			Bheshan	471		00	06	15
			Malgama	115		00	17	74
				109		00	14	94
				221		00	09	27
			Asarma	5		00	02	82

[F. No. R-25011/1/2008-O.R.-1.]

B. K. DATTA, Under Secy.

नई दिल्ली, 10 फरवरी, 2011

का.आ. 430.—केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में सलाया से उत्तर प्रदेश राज्य में मथुरा तक पैट्रोलियम क्रूड के परिवहन के लिए "सलाया-मथुरा पाइपलाइन के अन्तर्गत डी-बॉटलनेकिंग परियोजना" के कार्यान्वयन हेतु इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उक्त भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ जनसाधारण को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में श्री भीम सिंह सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड पाइपलाइन्स प्रभाग, 33, मुक्तानंद नगर, गोपालपुरा मोड़, जयपुर-302018 (राजस्थान) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : देसूरी जिला : पाली राज्य : राजस्थान

क्रम सं	ग्राम का नाम	खसरा संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
1.	बड़ौदा	411	00	01	40
		412	00	03	10
		413	00	03	10
		414	00	01	80
		420	00	00	20
		407	00	00	40
		415	00	06	60
		416	00	05	00
		397 (सरकारी भूमि)	00	01	40
		392	00	03	30
		393	00	02	00
		396 (ग्राम पंचायत भूमि)	00	09	20
		428 (ग्राम पंचायत भूमि)	00	10	80
		380 (सरकारी भूमि)	00	00	80
		331 (ग्राम पंचायत भूमि)	00	06	00
		335	00	07	10
		332 (ग्राम पंचायत भूमि)	00	07	80
		329	00	07	00
		328	00	09	50
		327	00	08	50
		321 (सरकारी भूमि)	00	00	80
		284	00	11	30
		285	00	04	20
		286	00	10	70
		271	00	11	60
		261	00	12	10
		262	00	04	10
		260	00	05	20
		259	00	05	00
		258	00	06	00
		257	00	06	70
		256	00	00	20
		248 (सरकारी भूमि)	00	01	80
		173 (सरकारी भूमि)	00	28	30
		170 (सरकारी भूमि)	00	00	60
		72 (सरकारी भूमि)	00	11	00
		73 (सरकारी भूमि)	00	03	70
		76 (सरकारी भूमि)	00	26	00
		88 (सरकारी भूमि)	00	05	70
		87	00	16	40
		85	00	05	40
		62 (सरकारी भूमि)	00	07	00
		26	00	15	70
		28	00	23	90
2.	उन्दरथल	356	00	39	20
		355 (सरकारी भूमि)	00	03	90
		354 (सरकारी भूमि)	00	00	60
		353	00	11	60
		350 (सरकारी भूमि)	00	02	80
		349	00	02	90
		347	00	05	00

1	2	3	4	5	6
2.	उन्दरथल	348 (सरकारी भूमि)	00	05	90
		345	00	09	10
		344 (सरकारी भूमि)	00	02	60
		342	00	10	20
		341	00	03	10
		339 (सरकारी भूमि)	00	04	30
		338 (सरकारी भूमि)	00	04	40
		334	00	07	00
		333	00	06	00
		151 (सरकारी भूमि)	00	01	60
		144	00	10	50
		139	00	05	40
		140	00	04	40
		136	00	08	40
		133	00	03	70
		131	00	03	40
		129	00	08	60
		126 (सरकारी भूमि)	00	02	00
		124	00	14	20
		120	00	16	00
		115/394	00	06	00
		115	00	13	60
		96	00	03	10
		94	00	07	60
3.	पदमपुरा	105	00	15	20
		104	00	23	70
		103 (सरकारी भूमि)	00	01	00
		100	00	09	40
		97	00	05	00
		96	00	03	60
		86	00	01	40
		37/159	00	00	30
		81 (सरकारी भूमि)	00	01	90
		80	00	06	50
		78	00	05	80
		75	00	01	40
		72	00	02	20
		71	00	03	30
		70	00	02	70
		69	00	02	80
		68	00	02	70

1	2	3	4	5	6
3.	पदमपुरा	63	00	02	50
4.	ढालोप	364	00	07	00
		363	00	09	10
		362	00	08	80
		361 (सरकारी भूमि)	00	15	40
		360/894 (सरकारी भूमि)	00	00	60
		352 (सरकारी भूमि)	00	13	70
		6 (ग्राम पंचायत भूमि)	00	79	20
		20 (सरकारी भूमि)	00	01	20
		48 (सरकारी भूमि)	00	07	80
		5 (सरकारी भूमि)	00	10	90
		4 (ग्राम पंचायत भूमि)	00	50	90
5.	कोटडी	291	00	01	40
		292	00	18	20
		292/884 (सरकारी भूमि)	00	08	30
		307 (सरकारी भूमि)	00	00	80
		308/910	00	12	70
		308/911	00	02	80
		314 (सरकारी भूमि)	00	01	80
		316	00	03	70
		333	00	02	40
		332	00	07	30
		344	00	00	70
		342	00	15	70
		346	00	06	60
		159	00	00	60
		114	00	24	10
		115 (सरकारी भूमि)	00	00	90
		128	00	03	70
		137	00	02	10
		138 (सरकारी भूमि)	00	06	80
		139 (सरकारी भूमि)	00	01	90
		140	00	09	90
		141	00	21	00
		143	00	02	90
		397	00	05	20

1	2	3	4	5	6
5.	कोटडी	396	00	13	20
		395	00	05	00
		398	00	37	10
6.	नाडोल	4489	00	24	00
		4488	00	02	10
		4494	00	01	70
		4491	00	08	00
		4492	00	29	00
		4496	00	09	60
		4497	00	11	50
		4498 (सरकारी भूमि)	00	00	50
		4503	00	01	40
		4504 (सरकारी भूमि)	00	01	20
		4514	00	02	30
		4515	00	21	90
		4511	00	17	40
		4510	00	03	50
		4519	00	02	40
		4093	00	05	40
		4091	00	05	90
		4520 (सरकारी भूमि)	00	01	60
		4589	00	06	00
		4521	00	06	10
		4522 (सरकारी भूमि)	00	03	40
		4583	00	08	40
		4579	00	11	20
		4653 (सरकारी भूमि)	00	00	20
		4656 (सरकारी भूमि)	00	03	70
		4657	00	14	40
		4655	00	08	00
		4661 (सरकारी भूमि)	00	01	80
		4667	00	01	40
		4666	00	01	20
		4663	00	10	60
		4665	00	00	20
		4668	00	01	10
		4684	00	16	40
		4685	00	00	80
		4687 (सरकारी भूमि)	00	00	30
		4683	00	01	80
		4679 (सरकारी भूमि)	00	05	10
		4688	00	24	80
		3836	00	03	00
		3835 (सरकारी भूमि)	00	01	10
		3801	00	08	00
		3800	00	05	70
		3807	00	00	60
		3808	00	14	00
		3809	00	00	30
		3810	00	17	60
		3811	00	13	30
		3761	00	04	10
		3602 (सरकारी भूमि)	00	01	20
		3601(सरकारी भूमि)	00	04	90
		3584 (सरकारी भूमि)	00	02	40
		3484	00	07	90
		3486	00	09	00
		3485	00	05	00
		3461	00	03	70
		3472 (सरकारी भूमि)	00	01	20
		3464	00	17	10
		3458	00	40	10
		3434 (सरकारी भूमि)	00	05	10
		3289/5344 (सरकारी भूमि)	00	15	40
		3288	00	15	80
		3281	00	02	00
		3283/5568/1	00	00	30
		3283	00	03	80
		3282	00	08	70
		3283/5568/5848	00	08	10
		3265 (सरकारी भूमि)	00	00	90
		3259	00	12	10
		3258	00	01	50
		3347/5350 (सरकारी भूमि)	00	29	00
		3346 (सरकारी भूमि)	00	01	90
7.	गुडा केसरसिंह	50	00	33	60
		45	00	07	30
		44	00	04	50
		24 (ग्राम पंचायत भूमि)	00	20	20

1	2	3	4	5	6
7.	गुडा केसरसिंह	12 (ग्राम पंचायत भूमि)	00	38	20
		13	00	03	00
		14	00	10	20
		20 (सरकारी भूमि)	00	01	90
8.	जीवन्द खुर्द	133 (सरकारी भूमि)	00	08	00
		132 (सरकारी भूमि)	00	05	00
		127	00	00	80
		128/429	00	06	90
		129	00	09	70
		101 (सरकारी भूमि)	00	01	00
		92	00	26	60
		82	00	02	30
		83	00	00	20
		79	00	15	20
		78	00	15	60
		48 (सरकारी भूमि)	00	00	50
		32	00	02	30
		25	00	08	20
		24	00	00	70
		210 (सरकारी भूमि)	00	03	60
		222	00	31	50
		223	00	06	90
		221	00	13	70
		215	00	09	00
		215/2	00	14	00
9.	बोरडी	637 (सरकारी भूमि)	00	07	70
		636/650	00	30	60
		635	00	03	10
		634 (सरकारी भूमि)	00	01	00
		633 (सरकारी भूमि)	00	06	20
		626	00	14	40
		632	00	02	70
		617	00	17	30
		614 (सरकारी भूमि)	00	00	60
		613	00	15	60
		600 (सरकारी भूमि)	00	07	40
		349 (सरकारी भूमि)	00	01	80
		333	00	23	50
		268 (सरकारी भूमि)	00	00	80
		271	00	21	90
		277	00	37	80
9.	बोरडी	276 (सरकारी भूमि)	00	04	00
		109 (सरकारी भूमि)	00	03	20
		110	00	08	60
		111	00	12	10
		112	00	15	40
		113	00	10	20
		100	00	05	70
		95	00	07	60
		94	00	22	30
		83 (सरकारी भूमि)	00	03	50
		43	00	00	80
		42	00	10	50
		40	00	11	30
		38	00	10	20
		39	00	00	20
		37	00	00	90
		36	00	09	00
10.	बोला कुडा	190	00	17	90
		189	00	07	80
		196	00	06	60
		195	00	02	90
		203	00	24	20
		205	00	03	10
		316/3	00	06	60
		316/2	00	08	00
		311/4	00	00	50
		311/2	00	03	80
		311/1	00	08	40
		311	00	08	90
		313	00	11	60
		305	00	00	20
		302	00	00	20
		294	00	01	10
		293	00	21	00
		295	00	00	90
		288	00	00	90
		283	00	10	70
11.	घेनडी	235	00	14	20
		234	00	04	50
		234/850	00	04	10
		234/851	00	10	60
		219 (सरकारी भूमि)	00	02	70

1	2	3	4	5	6
11.	घेनडी	233	00	00	20
		217	00	01	90
		216	00	00	90
		209	00	10	30
		210	00	15	00
		211	00	00	20
		194	00	17	10
		197	00	16	10
		200	00	17	80
		183	00	16	10
		182/1	00	05	40
		182	00	08	10
		182/2	00	10	80
		187	00	09	90
		188 (ग्राम पंचायत भूमि)	00	02	60
		164 (सरकारी भूमि)	00	01	40
		151 (सरकारी भूमि)	00	15	60
		154	00	18	70
		157	00	00	20
		106 (सा.नि.वि.)	00	01	10
		28	00	08	10
		27	00	03	50
		25	00	17	90
		32	00	01	90
		24	00	01	40
		38	00	13	90
		44	00	17	20
		45	00	09	50
		46	00	06	80
		47	00	06	20
12.	पिलोवनी	822/1	00	01	10
		823	00	18	80
		856	00	03	30
		857	00	11	50
		858	00	07	30
		859	00	10	90
		860	00	11	40
		876/1	00	04	90
		876/2	00	04	30
		876/3	00	04	10
		876	00	01	30
12.	पिलोवनी	875/1	00	01	40
		875/2	00	02	50
		875	00	02	50
		877	00	06	30
		1009 (सरकारी भूमि)	00	16	60
		1008	00	00	70
13.	सिवास	245	00	13	00
		244	00	31	80
		243	00	01	40
		42 (सरकारी भूमि)	00	05	00
		43	00	06	70
		49	00	01	50
		21	00	15	00
		20	00	47	00
		65 (सरकारी भूमि)	00	32	40
		81	00	05	70
		80	00	05	00
		83	00	00	20
14.	गुडा ढोलजी	170	00	05	40
		149 (सरकारी भूमि)	00	00	60
		137/1	00	21	90
		137 (सरकारी भूमि)	00	10	70
		138	00	09	60
		141	00	20	50
		140	00	01	80
		142	00	00	50
		124	00	06	90
		121	00	05	70
		120	00	07	90
		119	00	09	30
		118	00	03	80
		117	00	04	20
		104 (सरकारी भूमि)	00	03	00
		103 (सरकारी भूमि)	00	01	30
		102 (सरकारी भूमि)	00	29	80
15.	खिवाडा	176	00	19	20
		172	00	09	60
		181	00	02	90
		171	00	00	70
		170	00	05	10
		184	00	28	10

1	2	3	4	5	6
15.	खिवाड़ा	185 (सरकारी भूमि)	00	00	80
		168	00	10	90
		167	00	23	60
		167/1397	00	03	00
		166	00	25	40
		165	00	05	20
		197	00	11	50
		198	00	05	60
		202	00	11	50
		203	00	06	00
		204	00	06	00
		205	00	06	00
		206	00	06	00
		207	00	06	00
		208	00	01	70
		209	00	07	50
		145 (सरकारी भूमि)	00	00	60
		151	00	16	70
		146 (सरकारी भूमि)	00	01	20
		108	00	13	00
		109	00	00	60
		102 (सरकारी भूमि)	00	01	00
		100	00	15	80
		99	00	11	70
		99/1409	00	10	70
		77 (सरकारी भूमि)	00	01	20
		79	00	11	10
		80	00	10	70
		83	00	01	30
		76	00	15	80
		72	00	00	40
		71 (सरकारी भूमि)	00	01	10
		43	00	04	00
		42	00	08	00
		2 (सरकारी भूमि)	00	47	00

[फा. सं. आर-25011/7/2011-ओ. आर-1]

बी. के. दत्ता, अवर सचिव

New Delhi, the 10th February, 2011

S.O. 430.—Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of petroleum crude a pipeline from Salaya in the State of Gujarat to Mathura in the State of Uttar Pradesh, (Under Salaya-Mathura Pipeline Debottlenecking Project) should be laid by the Indian Oil Corporation Limited;

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

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

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of this notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land, to Shri Bhim Singh, Competent Authority, Indian Oil Corporation Limited (Pipelines Division), 33, Muktanand Nagar, Gopalpura Byepass, Jaipur -302018 (Rajasthan).

SCHEDULE

Tehsil : Desuri District : Pali State : Rajasthan

Sl. No.	Name of Village	Khasra No.	Area		
			Hectare	Are	Square Metre
1	2	3	4	5	6
1.	Barod	411	00	01	40
		412	00	03	10
		413	00	03	10
		414	00	01	80
		420	00	00	20
		407	00	00	40
		415	00	06	60
		416	00	05	00
		397 (Govt. Land)	00	01	40
		392	00	03	30

1	2	3	4	5	6
1.	Barod	393	00	02	00
		396 (Gram Panchayat Land)	00	09	20
		428 (Gram Panchayat Land)	00	10	80
		380 (Govt. Land)	00	00	80
		331 (Gram Panchayat Land)	00	06	00
		335	00	07	10
		332(Gram Panchayat Land)	00	00	80
		329	00	07	00
		328	00	09	50
		327	00	08	50
		321 (Govt. Land)	00	00	80
		284	00	11	30
		285	00	04	20
		286	00	10	70
		271	00	11	60
		261	00	12	10
		262	00	04	10
		260	00	05	20
		259	00	05	00
		258	00	06	00
		257	00	06	70
		256	00	00	20
		248 (Govt. Land)	00	01	80
		173 (Govt. Land)	00	28	30
		170 (Govt. Land)	00	00	60
		72 (Govt. Land)	00	11	00
		73 (Govt. Land)	00	03	70
		76 (Govt. Land)	00	26	00
		88 (Govt. Land)	00	05	70
		87	00	16	40
		85	00	05	40
		62 (Govt. Land)	00	07	00
		26	00	15	70
		28	00	23	90
2.	Undrathal	356	00	39	20
		355 (Govt. Land)	00	03	90
		354 (Govt. Land)	00	00	60
		353	00	11	60
		350 (Govt. Land)	00	02	80

1	2	3	4	5	6
2.	Undrathal	349	00	02	90
		347	00	05	00
		348 (Govt. Land)	00	05	90
		345	00	09	10
		344 (Govt. Land)	00	02	60
		342	00	10	20
		341	00	03	10
		339 (Govt. Land)	00	04	30
		338 (Govt. Land)	00	04	40
		334	00	07	00
		333	00	06	00
		151 (Govt. Land)	00	01	60
		144	00	10	50
		139	00	05	40
		140	00	04	40
		136	00	08	40
		133	00	03	70
		131	00	03	40
		129	00	08	60
		126 (Govt. Land)	00	02	00
		124	00	14	20
		120	00	16	00
		115/394	00	06	00
		115	00	13	60
		96	00	03	10
		94	00	07	60
3.	Padampura	105	00	15	20
		104	00	23	70
		103 (Govt. Land)	00	01	00
		100	00	09	40
		97	00	05	00
		96	00	03	60
		86	00	01	40
		37/159	00	00	30
		81 (Govt. Land)	00	01	90
		80	00	06	50
		78	00	05	80
		75	00	01	40
		72	00	02	20
		71	00	03	30
		70	00	02	70
		69	00	02	80

1	2	3	4	5	6
3.	Padampura	68	00	02	70
		63	00	08	50
4.	Dhalop	364	00	07	00
		363	00	09	10
		362	00	08	80
		361/894 (Govt. Land)	00	15	40
		360/894 (Govt. Land)	00	00	60
		352 (Govt. Land)	00	13	70
		6 (Gram Panchayat Land)	00	79	20
		20 (Govt. Land)	00	01	20
		48 (Govt. Land)	00	07	80
		5 (Govt. Land)	00	10	90
		4 (Gram Panchayat Land)	00	50	90
5.	Kotri	291	00	01	40
		292	00	18	20
		292/884 (Govt. Land)	00	08	30
		307 (Govt. Land)	00	00	80
		308/910	00	12	70
		308/911	00	02	80
		314 (Govt. Land)	00	01	80
		316	00	03	70
		333	00	02	40
		332	00	07	30
		344	00	00	70
		342	00	15	70
		346	00	06	60
		159	00	00	60
		114	00	24	10
		115 (Govt. Land)	00	00	90
		128	00	03	70
		137	00	02	10
		138 (Govt. Land)	00	06	80
		139 (Govt. Land)	00	01	90
		140	00	09	90
		141	00	21	00
		143	00	02	90
		397	00	05	20
		396	00	13	20
		395	00	05	00
5.	Kotri	398	00	37	10
6.	Nadol	4489	00	24	00
		4488	00	02	10
		4494	00	01	70
		4491	00	08	00
		4492	00	29	00
		4496	00	09	60
		4497	00	11	50
		4498 (Govt. Land)	00	00	50
		4503	00	01	40
		4504 (Govt. Land)	00	01	20
		4514	00	02	30
		4515	00	21	90
		4511	00	17	40
		4510	00	03	50
		4519	00	02	40
		4093	00	05	40
		4091	00	05	90
		4520 (Govt. Land)	00	01	60
		4589	00	06	00
		4521	00	06	10
		4522 (Govt. Land)	00	03	40
		4583	00	08	40
		4579	00	11	20
		4653 (Govt. Land)	00	00	20
		4656 (Govt. Land)	00	03	70
		4657	00	14	40
		4655	00	08	00
		4661 (Govt. Land)	00	01	80
		4667	00	01	40
		4666	00	01	20
		4663	00	10	60
		4665	00	00	20
		4668	00	01	10
		4684	00	16	40
		4685	00	00	80
		4687 (Govt. Land)	00	00	30
		4683	00	01	80
		4679 (Govt. Land)	00	05	10
		4688	00	24	80
		3836	00	03	60
		3835 (Govt. Land)	00	01	10

1	2	3	4	5	6
6.	Nadol	3801	00	08	00
		3800	00	05	70
		3807	00	00	60
		3808	00	14	00
		3809	00	00	30
		3810	00	17	60
		3811	00	13	30
		3761	00	04	10
		3602 (Govt. Land)	00	01	20
		3601 (Govt. Land)	00	01	90
		3584 (Govt. Land)	00	02	40
		3484	00	07	90
		3486	00	09	00
		3485	00	05	00
		3461	00	03	70
		3472 (Govt. Land)	00	01	20
		3464	00	17	10
		3458	00	40	10
		3434 (Govt. Land)	00	05	10
		3289/5344 (Govt. Land)	00	15	40
		3288	00	15	80
		3281	00	02	00
		3283/5568/1	00	00	30
		3283	00	03	80
		3282	00	08	70
		3283/5568/5848	00	08	10
		3265 (Govt. Land)	00	00	90
		3259	00	12	10
		3258	00	01	50
		3347/5350 (Govt. Land)	00	29	00
		3346 (Govt. Land)	00	01	90
7.	Gura Kesarsingh	50	00	33	60
		45	00	07	30
		44	00	04	50
		24 (Gram Panchayat Land)	00	20	20
7.	Gura Kesarsingh	12 (Gram Panchayat Land)	00	38	20
		13	00	08	00
		14	00	10	20
		20 (Govt. Land)	00	01	90
8.	Jiwand khurd	133 (Govt. Land)	00	08	00
		132 (Govt. Land)	00	05	00
		127	00	00	80
		128/429	00	06	90
		129	00	09	70
		101 (Govt. Land)	00	01	00
		92	00	26	60
		82	00	02	30
		83	00	00	20
		79	00	15	20
		78	00	15	60
		48 (Govt. Land)	00	00	50
		32	00	02	30
		25	00	08	20
		24	00	00	70
		210 (Govt. Land)	00	03	60
		222	00	31	50
		223	00	06	90
		221	00	13	70
		215	00	09	00
		215/2	00	14	00
9.	Bordi	637 (Govt. Land)	00	07	70
		636/650	00	30	60
		635	00	03	10
		634 (Govt. Land)	00	01	00
		633 (Govt. Land)	00	06	20
		626	00	14	40
		632	00	02	70
		617	00	17	30
		614 (Govt. Land)	00	00	60
		613	00	15	60
		600 (Govt. Land)	00	07	40
		349 (Govt. Land)	00	01	80
		333	00	23	50

1	2	3	4	5	6
9.	Bordi	268 (Govt. Land)	00	00	80
		271	00	21	90
		277	00	37	80
		276 (Govt. Land)	00	04	00
		109 (Govt. Land)	00	08	20
		110	00	08	60
		111	00	12	10
		112	00	15	40
		113	00	10	20
		100	00	06	70
		95	00	07	60
		94	00	22	30
		83 (Govt. Land)	00	08	50
		43	00	00	80
		42	00	10	50
		40	00	11	30
		38	00	10	20
		39	00	00	20
		37	00	00	90
		36	00	09	00
10.	Bolakura	190	00	17	90
		189	00	07	80
		196	00	06	60
		195	00	02	90
		203	00	24	20
		205	00	08	10
		316/3	00	06	60
		316/2	00	08	00
		311/4	00	00	50
		311/2	00	08	80
		311/1	00	08	40
		311	00	08	90
		313	00	11	60
		305	00	00	20
		302	00	00	20
		294	00	01	10
		293	00	21	00
		295	00	00	90
		288	00	00	90
		283	00	10	70
11.	Ghenri	235	00	14	20

1	2	3	4	5	6
11.	Ghenri	234	00	04	50
		234/850	00	04	10
		234/851	00	10	60
		219 (Govt. Land)	00	02	70
		233	00	00	20
		217	00	01	90
		216	00	00	90
		209	00	10	30
		210	00	15	00
		211	00	00	20
		194	00	17	10
		197	00	16	10
		200	00	17	80
		183	00	16	10
		182/1	00	05	40
		182	00	08	10
		182/2	00	10	80
		187	00	09	90
		188 (Gram Panchayat Land)	00	02	60
		164 (Govt. Land)	00	01	40
		151 (Govt. Land)	00	15	60
		154	00	18	70
		157	00	00	20
		106 (P.WD.)	00	01	10
		28	00	08	10
		27	00	08	50
		25	00	17	90
		32	00	01	90
		24	00	01	40
		38	00	13	90
		44	00	17	20
		45	00	09	50
		46	00	06	80
		47	00	06	20
12.	Pilowani	822/1	00	01	10
		823	00	18	80
		856	00	08	30
		857	00	11	50
		858	00	07	30
		859	00	10	90

1	2	3	4	5	6
12.	Pilowani	860	00	11	40
		876/1	00	04	90
		876/2	00	04	30
		876/3	00	04	10
		876	00	01	30
		875/1	00	01	40
		875/2	00	02	50
		875	00	02	50
		877	00	06	30
		1009 (Govt. Land)	00	16	60
		1008	00	00	70
13.	Siwas	245	00	13	00
		244	00	31	80
		243	00	01	40
		42 (Govt. Land)	00	05	00
		43	00	06	70
		49	00	01	50
		21	00	15	00
		20	00	47	00
		65 (Govt. Land)	00	32	40
		81	00	05	70
		80	00	05	00
		83	00	00	20
14.	Guradolji	170	00	05	40
		149 (Govt. Land)	00	00	60
		137/1	00	21	90
		137 (Govt. Land)	00	10	70
		138	00	09	60
		141	00	20	50
		140	00	01	80
		142	00	00	50
		124	00	06	90
		121	00	05	70
		120	00	07	90
		119	00	09	30
		118	00	08	80
		117	00	04	20
		104 (Govt. Land)	00	08	00
		103 (Govt. Land)	00	01	30
		102 (Govt. Land)	00	29	80
15.	Khiwara	176	00	19	20
		172	00	09	60
		181	00	02	90
		171	00	00	70
		170	00	05	10
		184	00	28	10
		185 (Govt. Land)	00	00	80
		168	00	10	90
		167	00	23	60
		167/1397	00	08	00
		166	00	25	40
		165	00	05	20
		197	00	11	50
		198	00	05	60
		202	00	11	50
		203	00	06	00
		204	00	06	00
		205	00	06	00
		206	00	06	00
		207	00	06	00
		208	00	01	70
		209	00	07	50
		145 (Govt. Land)	00	00	60
		151	00	16	70
		146 (Govt. Land)	00	01	20
		108	00	13	00
		109	00	00	60
		102 (Govt. Land)	00	01	00
		100	00	15	80
		99	00	11	70
		99/1409	00	10	70
		77 (Govt. Land)	00	01	20
		79	00	11	10
		80	00	10	70
		83	00	01	30
		76	00	15	80
		72	00	00	40
		71 (Govt. Land)	00	01	10
		43	00	04	00
		42	00	08	00
		2 (Govt. Land)	00	47	00

[F. No. R-25011/7/2011-OR-I]

B. K. DATTA, Under Secy.

नई दिल्ली, 10 फरवरी, 2011

का. आ. 431.— भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि तमिलनाडु में तिरुत्तन्नी के पास विजयवाडा-नैल्लोर-चैन्नई पाइपलाइन के टर्मिनल प्वाइंट से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए मैसर्स रिलोजिसटिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा चैन्नई-बंगलौर-मंगलौर पाइपलाइन बिछाई जानी चाहिए;

और; भारत सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी की गई अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में श्री के.मल्लीनाथ, सक्षम प्राधिकारी, रिलोजिसटिक्स इन्फ्रास्ट्रक्चर लिमिटेड, 74, दूसरी मंजिल, प्रेस्टीज फेरोज, कन्निंगहाम रोड, बंगलौर - 560 052, कर्नाटक राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालुक : हासन	जिला : हासन	राज्य : कर्नाटक		
गाँव का नाम	सर्वे सं./ सब डिविजन सं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	सि एयर
1	2	3	4	5
1) होम्मगोंडनहल्ली	सर्वे नं 35 और गावँ सीमा के बीच में भूमि	00	04	59
	35	00	32	50
	सर्वे नं 35 मे खुला	00	02	17
	सर्वे नं 38 मे खुला	00	00	79
	37	00	01	49
	38	00	58	55
	सर्वे नं 38 और 51 के बीच में पांड	00	03	89
	51	00	16	71
	50	00	10	42
	49	00	01	51
	47	00	40	46
	46	00	01	50
	45	00	21	43
	44	00	11	90
	57	00	51	59
	58	00	25	27
	64	00	32	86
	65	00	17	48

1	2	3	4	5
2) [illegible]	33	00	83	40
	32	00	00	47
3) [illegible]	60	00	05	03
	59	00	94	88
	58	01	46	19
4) [illegible]	12	00	25	89
	15/3	00	18	27
	14/1	00	16	46
	16	00	07	85
	19/2	00	06	65
	17	00	07	87
	18	00	06	27
	19/1	00	21	42
	22	00	03	23
	21	00	07	19
	20	00	08	24
	34/2	00	02	40
	34/3	00	33	64
	49	00	57	43
4) [illegible] (निरंतर)	46/1	00	13	55
	46/2	00	13	26
	48	00	26	23
	सर्वे नं 48 और गावं सीमा के बीच में रोड	00	02	17
5) [illegible]	सर्वे नं 22 और गावं सीमा के बीच में रोड	00	04	27
	22	00	50	91
	26	00	11	27
	21	00	25	67
	20	00	14	90
	1	00	54	71
	6	00	08	39
	4	00	71	38
	5	00	03	02
	16	00	01	98
	15	00	60	60
6) [illegible]	184	00	31	81
7) [illegible]	61	00	20	94
	63	00	39	02
	65/1	00	15	19
8) [illegible]	136/1ए2	00	09	69
	136/1बी2	00	04	05
	136/1ए1	00	01	10
	136/1बी1	00	20	25
	41	00	06	55
	38	00	00	10
	39	00	14	51

1	2	3	4	5
8) गुलेन हल्ली (Contd...)	40/2	00	23	22
	40/1	00	27	48
	44/4	00	13	32
	45/3	00	24	57
	45/4	00	14	84
	47/1	00	03	60
	48/2	00	27	29
	48/1	00	13	86
	49/2	00	02	07
	49/4	00	18	95
	49/1	00	00	10
	49/3	00	19	30
9) कडदरवल्ली	54/5	00	14	26
	54/4	00	07	31
	54/3	00	01	09
	55	00	67	02
	286	00	04	63
	68	00	65	84
	69	00	21	65
	128	00	00	54
	127	00	11	47
	126	00	23	68
	125	00	00	45
	159	00	22	16
	157/5	00	21	58
	157/3	00	09	77
	189	00	02	99
	201/5	00	06	29
	201/4	00	15	56
	201/1	00	04	17
	203	00	00	10
	200	00	13	92
	199	00	31	91
	197	00	01	22
	196	00	12	58
	195	00	19	23
	172	00	22	31
	206/2	00	00	10
	207/2	00	03	63
	207/1	00	00	62
	208/2	00	00	10
	170	00	14	27
	208/3	00	08	34
	208/1	00	10	64
	213	00	15	11
	214/3	00	10	47
	214/1	00	07	84

1	2	3	4	5
9) [illegible] (निरंतर)	214/2	00	07	19
	215/3	00	11	17
	215/2	00	11	55
	218	00	38	53
	224	00	11	26
	223	00	24	28
	222	00	51	13
	221	00	57	43
	सर्वे नं 220 और 221 के बीच में खराब	00	10	85
	220	00	35	59
10) [illegible]	33	00	13	94
	सर्वे नं 32 और 33 के बीच के एस एच 57	00	09	86
	32	01	82	96
	24	00	31	44
	22	00	00	29
	10/1	00	19	54
	11/2	00	18	58
	11/1	00	46	81
	15	00	37	26
	16/2	00	16	82
	16/1	00	17	51
	17/2	00	00	19
	17/1	00	14	72
11) सिद्दापुरा	29	00	38	29
	28	00	37	32
	25	00	15	69
	24/3	00	27	61
	24/4	00	67	84
	21	00	03	65
	23/2	00	37	24
	22/1	00	38	68
	23/1	00	28	73
12) [illegible]	7	00	47	27
	8	00	74	66
13) तिम्मनहल्ली	26	01	02	08
	24	00	45	57
	20	00	57	95
14) दोड्डगड्डवल्ली	151	00	58	56
	152	00	24	83
	155	01	17	78
	154	00	49	40
15) दसूर	8	00	59	40
	6	00	81	51
16) गुंडसेट्टिहल्ली	103	00	72	97
	104	00	44	34
	102	00	82	76

1	2	3	4	5
16) [illegible] (निरंतर)	100	00	42	77
	101	00	02	10
	98	00	28	37
	99	00	00	10
	96/4	00	27	47
	97	00	00	12
	96/2	00	01	28
	96/5	00	10	83
	84/1	00	41	00
	85/2	00	24	11
	72	00	13	03
	71	00	19	88
	86	00	14	52
	63	00	60	38
	62	00	13	85
	61/1	00	29	97
	60/1	00	31	33
	60/2	00	08	38
तालुक : वेलुर	जिला : हासन	राज्य : कर्नाटक		
1) हालतोरे	68	00	70	74
2) पडवललु	सर्वे नं 46 और गावँ सीमा के वीच में यगचि नदि	00	20	82
	46	00	35	07
	47/1	00	18	91
	31/2	00	03	80
	सर्वे नं 30 और 47 के वीच में वडि नाला	00	06	17
	30/1	00	29	43
	29	00	00	42
	2	00	87	32
	24/2	00	28	60
	24/3	00	13	27
	21	02	64	80
3) डणायिकनाहल्ली	28	00	78	44
	26	00	00	89
	27	00	17	82
	26/1	00	21	74
	18	00	09	36
	19	00	39	03
	8	00	05	32
	सर्वे नं 8 और 9 के वीच में पांड	00	01	05
	9	00	54	84
4) यडिहल्ली	34	00	54	58
5) मदगट्ट	194	00	75	63
	180	00	21	09
	198	00	07	40
	199/3	00	07	56

1	2	3	4	5
5) मदगट्ट (निरंतर)	201	00	35	35
	202	00	09	56
	204	00	05	06
	208	00	15	40
	207/6	00	13	05
	207/9	00	09	00
	211	00	19	71
	207/8	00	05	73
	207/11	00	02	01
	225	00	25	62
	224/2	00	02	73
	224/3	00	24	06
	224/1	00	00	30
	सर्वे नं 159 और 224 के बीच में रोड	00	07	65
	159	00	24	31
	157	00	01	73
	160	00	04	63
	156	00	01	80
	153	00	37	67
	152	00	25	85
	161	00	03	39
	151	00	26	12
	149	00	09	18
	148	00	22	61
	147	00	20	81
	106/1बी	00	24	17
	145	00	00	66
	106/1ए	00	07	95
	134	00	49	83
	135	00	22	73
	133	00	79	05
	132	00	64	69
	129/3	00	24	77
	127	00	42	65
	126	00	21	34
	सर्वे नं 126 और गावँ सीमा के बीच में नाला	00	06	86
6) होन्नेमने	सर्वे नं 17 और गावँ सीमा के बीच में नाला	00	07	72
	17	00	54	24
7) कोडिहल्ली	2	00	63	17
	1	00	74	40

1	2	3	4	5
8) निडुमनवल्ली	27	00	67	99
	26/2	00	26	50
	33/2	00	06	78
	32/3	00	11	04
	32/2	00	23	09
	32/1	00	03	17
	31	00	03	58
9) विक्कोडु	138	00	01	34
	137/1	00	27	20
	137/2	00	18	70
	125/1	00	06	82
	125/3	00	24	78
	126/2	00	07	98
	127	00	26	56
	128	00	18	67
	129	00	19	03
	130	00	51	09
	124	00	01	38
	91/5	00	00	19
	91/2	00	24	13
	93	00	01	87
	92	00	01	91
	114	00	06	63
	115	00	31	47
	सर्वे नं 115 और 179 के बीच में रोड	00	06	05
	179	00	27	05
	183	00	31	04
	182	00	21	02
	181	00	27	16
	177	00	01	92
	175	00	43	25
	176	00	46	96
	174	00	04	89
	173	00	00	10
	172	00	12	14
	191	00	57	48
	171	00	19	53
	3	00	01	41

[फा सं. एल.-14014/106/2010-जी.पी.]

के .के .शर्मा, अवर सचिव



New Delhi, the 10th February, 2011

S. O. 431.— Whereas it appears to Government of India that it is necessary in public interest that for transportation of natural gas from terminal point of Vijayawada-Nellore-Chennai pipeline near Tiruttani in TamilNadu to consumers in various parts of the country, Chennai - Bangalore - Mangalore pipeline should be laid by M/s Relogistics Infrastructure Limited;

And, whereas, it appears to Government of India that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of the Right of User therein for laying the pipeline under the land to K.Mallinath, Competent Authority, Relogistics Infrastructure Limited, #74, 2nd Floor, Prestige Feroze, Cunningham Road, Bangalore-560052, Karnataka State.

Schedule

Taluk: Hassan	District: Hassan	State: Karnataka		
Village	Survey No./Sub-Division No.	Area to be acquired for RoU		
		Hec	Are	C-Are
1	2	3	4	5
1) Hommagondnahalli	Land between Sy.No. 35 & V.B	00	04	59
	35	00	32	50
	Cart track in the Sy.No.35	00	02	17
	Cart track in the Sy.No.38	00	00	79
	37	00	01	49
	38	00	58	55
	Pond between Sy.No. 38 & 51	00	03	89
	51	00	16	71
	50	00	10	42
	49	00	01	51
	47	00	40	46
	46	00	01	50
	45	00	21	43
	44	00	11	90
	57	00	51	59
	58	00	25	27
	64	00	32	86
	65	00	17	48
2) Sundenahalli	33	00	83	40
	32	00	00	47

1	2	3	4	5
3) Kadaga	60	00	05	03
	59	00	94	88
	58	01	46	19
4) Kakkenahalli	12	00	25	89
	15/3	00	18	27
	14/1	00	16	46
	16	00	07	85
	19/2	00	06	65
	17	00	07	87
	18	00	06	27
	19/1	00	21	42
	22	00	03	23
	21	00	07	19
	20	00	08	24
	34/2	00	02	40
	34/3	00	33	64
	49	00	57	43
	46/1	00	13	55
	46/2	00	13	86
	48	00	26	23
	Road between Sy.No. 48 & V.B	00	02	17
5) Timmenahalli	Road between Sy.No. 22 & V.B	00	04	27
	22	00	50	91
	26	00	11	27
	21	00	25	67
	20	00	14	90
	1	00	54	71
	6	00	08	39
	4	00	71	38
	5	00	03	02
	16	00	01	98
	15	00	60	60
6) Salagame	184	00	31	81
7) Kalladevarahalli	61	00	20	94
	63	00	39	02
	65/1	00	15	19
8) Gulenahalli	136/1A2	00	09	69
	136/1B2	00	04	05
	136/1A1	00	01	10
	136/1B1	00	20	25
	41	00	06	55
	38	00	00	10
	39	00	14	51
	40/2	00	23	22
	40/1	00	27	48
	44/4	00	13	32
	45/3	00	24	57
	45/4	00	14	84
	47/1	00	03	60

1	2	3	4	5
8) Gutlavenkatalli (contd.)	48/2	00	27	29
	48/1	00	13	86
	49/2	00	02	07
	49/4	00	18	95
	49/1	00	00	10
	49/3	00	19	30
9) Kadadaravalli	54/5	00	14	26
	54/4	00	07	31
	54/3	00	01	09
	55	00	67	02
	286	00	04	63
	68	00	65	84
	69	00	21	65
	128	00	00	54
	127	00	11	47
	126	00	23	68
	125	00	00	45
	159	00	22	16
	157/5	00	21	58
	157/3	00	09	77
	189	00	02	99
	201/5	00	06	29
	201/4	00	15	56
	201/1	00	04	17
	203	00	00	10
	200	00	13	92
	199	00	31	91
	197	00	01	22
	196	00	12	58
	195	00	19	23
	172	00	22	31
	206/2	00	00	10
	207/2	00	03	63
	207/1	00	00	62
	208/2	00	00	10
	170	00	14	27
	208/3	00	08	34
	208/1	00	10	64
	213	00	15	11
	214/3	00	10	47
	214/1	00	07	84
	214/2	00	07	19
	215/3	00	11	17
	215/2	00	11	55
	218	00	38	53
	224	00	11	26
	223	00	24	28
	222	00	51	13
	221	00	57	43
	Cart track between Sy.No. 220 & 221	00	10	85
	220	00	35	59
10) Sanenahalli	33	00	13	94

1	2	3	4	5
10) Sanenahalli (Contd)	S.H 57 between Sy.No.32 & 33	00	09	86
	32	01	82	96
	24	00	31	44
	22	00	00	29
	10/1	00	19	54
	11/2	00	18	58
	11/1	00	46	81
	15	00	37	26
	16/2	00	16	82
	16/1	00	17	51
	17/2	00	00	19
	17/1	00	14	72
11) Siddapura	29	00	38	29
	28	00	37	32
	25	00	15	69
	24/3	00	27	61
	24/4	00	67	84
	21	00	03	65
	23/2	00	37	24
	22/1	00	38	68
	23/1	00	28	73
12) Heggadihalli	7	00	47	27
	8	00	74	66
13) Thimmanahalli	26	01	02	08
	24	00	45	57
	20	00	57	95
14) Doddagaddavalli	151	00	58	56
	152	00	24	83
	155	01	17	78
	154	00	49	40
15) Dassur	8	00	59	40
	6	00	81	51
16) Gundasettihalli	103	00	72	97
	104	00	44	34
	102	00	82	76
	100	00	42	77
	101	00	02	10
	98	00	28	37
	99	00	00	10
	96/4	00	27	47
	97	00	00	12
	96/2	00	01	28

1	2	3	4	5
16) Gundasettihalli (Contd)	96/5	00	10	83
	84/1	00	41	00
	85/2	00	24	11
	72	00	13	03
	71	00	19	88
	86	00	14	52
	63	00	60	38
	62	00	13	85
	61/1	00	29	97
	60/1	00	31	33
	60/2	00	08	38
Taluk: Belur	**District: Hassan**	**State: Karnataka**		
1) Halathore	68	00	70	74
2) Padavalalu	Yagachi River between Sy.No 46 & V.B	00	20	82
	46	00	35	07
	47/1	00	18	91
	31/2	00	03	80
	Field Channel between Sy.No. 30 & 47	00	06	17
	30/1	00	29	43
	29	00	00	42
	2	00	87	32
	24/2	00	28	60
	24/3	00	13	27
	21	02	64	80
3) Danaikanahalli	28	00	78	44
	26	00	00	89
	27	00	17	82
	26/1	00	21	74
	18	00	09	36
	19	00	39	03
	8	00	05	32
	Pond between Sy.No. 8 & 9	00	01	05
	9	00	54	84
4) Yadihalli	34	00	54	58
5) Madagatta	194	00	75	63
	180	00	21	09
	198	00	07	40
	199/3	00	07	56
	201	00	35	35
	202	00	09	56
	204	00	05	06
	208	00	15	40
	207/6	00	13	05

1	2	3	4	5
5) Madagatta (Contd)	207/9	00	09	00
	211	00	19	71
	207/8	00	05	73
	207/11	00	02	01
	225	00	25	62
	224/2	00	02	73
	224/3	00	24	06
	224/1	00	00	30
	Road between Sy.No.159 & 224	00	07	65
	159	00	24	31
	157	00	01	73
	160	00	04	63
	156	00	01	80
	153	00	37	67
	152	00	25	85
	161	00	03	39
	151	00	26	12
	149	00	09	18
	148	00	22	61
	147	00	20	81
	106/1B	00	24	17
	145	00	00	66
	106/1A	00	07	95
	134	00	49	83
	135	00	22	73
	133	00	79	05
	132	00	64	69
	129/3	00	24	77
	127	00	42	65
	126	00	21	34
	Nala between Sy.No. 126 & V.B	00	06	86
6) Honnemane	Nala between Sy.No. 17 & V.B	00	07	72
	17	00	54	24
7) Kodihalli	2	00	63	17
	1	00	74	40
8) Nidumanahalli	27	00	67	99
	26/2	00	26	50
	33/2	00	06	78
	32/3	00	11	04
	32/2	00	23	09
	32/1	00	03	17
	31	00	03	58

Continued.....8

1	2	3	4	5
9) Bikkodu	138	00	01	34
	137/1	00	27	20
	137/2	00	18	70
	125/1	00	06	82
	125/3	00	24	78
	126/2	00	07	98
	127	00	26	56
	128	00	18	67
	129	00	19	03
	130	00	51	09
	124	00	01	38
	91/5	00	00	19
	91/2	00	24	13
	93	00	01	87
	92	00	01	91
	114	00	06	63
	115	00	31	47
	Road between Sy.No. 115 & 179	00	06	05
	179	00	27	05
	183	00	31	04
	182	00	21	02
	181	00	27	16
	177	00	01	92
	175	00	43	25
	176	00	46	96
	174	00	04	89
	173	00	00	10
	172	00	12	14
	191	00	57	48
	171	00	19	53
	3	00	01	41

[F. No. L-14014/106/2010-G.P.]
K. K. SHARMA, Under Secy.

नई दिल्ली, 10 फरवरी, 2011

का. आ. 432.— भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मैसर्स रिलाएन्स इंडस्ट्रीज लिमिटेड की आन्ध्र प्रदेश में पूर्वी तट पर ऑनशोर टरमिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकीनाडा-वासुदेवपुर-हावड़ा पाइपलाइन विछाई जानी चाहिए;

और, भारत सरकार को उक्त पाइपलाइन विछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि, उस भूमि में, जिसके भीतर उक्त पाइपलाइन विछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपावद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः, अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितवद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी की गई अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर

भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उपायोग के अधिकार के अर्जन के संबंध में श्री व्रज किशोर पंडा, सक्षम प्राधिकारी, रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड, प्रथम मंजिल, फोर्चुन टावर, चन्द्रशेखरपुर, भुवनेश्वर - 751023, ओडिशा राज्य को लिखित रुप में आक्षेप भेज सकेगा।

अनुसूची

मंडल/ तेहसिल/ तालुक ःवेगुनीया	जिला ःखोरडा	राज्य ः ओडिशा		
गाँव का नाम	सर्वे सं / सब डिविजन सं	आर.ओ.यू अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	सि एयर
1	2	3	4	5
1) खडीपडार	517	00	06	03
	518	00	05	84
	527	00	01	31
	526	00	02	13
	525	00	00	39
	519	00	00	12
	520	00	03	91
	523	00	03	62
	524	00	04	09
	522	00	06	75
	530	00	21	29
	521	00	00	21
	534	00	00	25
	535	00	03	18
	541	00	01	70
	536	00	00	12
	540	00	00	76
	542	00	08	19
	543	00	01	82
	544	00	03	05
	545	00	06	16
	546	00	00	11
	547	00	00	12
	548	00	00	10
	550	00	07	06
	552	00	02	91
	551	00	06	99
	562	00	04	15
	563	00	04	04
	564	00	03	06
	574	00	02	83
	575	00	02	17
	577	00	00	57
	576	00	02	63
	593	00	07	46
	594	00	05	95
	605	00	07	43

1	2	3	4	5
1) खडीपडार (निरंतर)	608	00	08	13
	606	00	00	10
	609	00	05	63
	607	00	00	72
	616	00	05	25
	1245	00	00	38
	669	00	00	66
	633	00	05	48
	634	00	04	96
	668	00	04	04
	652	00	03	28
	653	00	02	70
	666	00	16	54
	654	00	03	67
	665	00	03	46
	679	00	01	92
	680	00	04	62
	678	00	18	41
	682	00	01	83
	754	00	02	34
	677	00	04	47
	677/1226	00	12	78
	676	00	01	51
	765	00	03	33
	764	00	20	51
	766	00	01	98
	767	00	02	53
	769	00	01	34
	770	00	01	00
	775	00	04	80
	777	00	00	34
	778	00	00	10
	780	00	06	79
	774	00	03	48
	822	00	09	89
	781	00	02	69
	821	00	02	29
	820	00	02	56
	787	00	00	40
	926	00	02	73

1	2	3	4	5
1) खडीपडार (निरंतर)	819	00	16	47
	927	00	15	40
	816	00	14	86
	934	00	00	92
	935	00	01	66
	936	00	00	76
	1023	00	63	06
	1024	00	20	51
	1025	00	00	42
	995	00	19	65
	996	00	04	74
	997	00	05	66
	998	00	00	21
	994	00	12	57
2) सीको	438	00	03	57
	437	00	02	12
	431	00	06	49
	430	00	08	62
	428	00	11	12
	413	00	19	30
	412	00	02	91
	414	00	06	61
	416	00	35	30
	407	00	00	11
	399	00	05	38
	392	00	34	10
	196	00	11	79
	178	00	21	11
	133	00	00	68
	130	00	09	10
	129	00	10	60
	127	00	09	10
	128	00	00	10
	126	00	03	13
	125	00	02	14
	123	00	18	14
	98	00	04	21
	99	00	04	62
	100	00	00	10
	101	00	18	26

1	2	3	4	5
2) सीक्वे (निरंतर)	83	00	04	91
	82	00	12	58
	74	00	01	39
	102	00	04	00
	110	00	13	63
	112	00	00	89
	111	00	01	95
	109	00	05	62
	108	00	09	65
	1879	00	00	10
	1880	00	00	59
	1886	00	04	44
	106	00	02	62
	105	00	01	02
	103	00	00	10
	1887	00	05	85
	1895	00	05	28
	1896	00	05	07
	1897	00	00	10
	1898	00	03	37
	1899	00	05	07
	1905	00	02	75
	1904	00	12	06
	1907	00	05	89
	1908	00	06	87
3) छीमा	1210	00	19	32
	1219	00	05	68
	1220	00	08	31
	1217	00	01	12
	1164	00	05	07
	1222	00	00	11
	1221	00	02	51
	1225	00	00	66
	1163	00	27	93
	1162	00	12	38
	1227	00	00	66
	1161	00	12	69
	1160	00	09	96
	1228	00	08	97
	1229	00	18	04

1	2	3	4	5
3) छीमा (निरंतर)	1157	00	21	40
	1156	00	04	95
4) नखापारा	196	00	01	30
	197	00	03	51
	198	00	16	17
	385	00	00	58
	386	00	00	10
	381	00	01	79
	199	00	03	84
	200	00	00	20
	380	00	06	41
	379	00	04	22
	378	00	00	65
	371	00	05	70
	370	00	03	50
	369	00	02	56
	365	00	07	73
	346	00	03	35
	347	00	05	29
	359	00	00	82
	364	00	00	10
	358	00	01	69
	348	00	03	18
	349	00	04	97
	350	00	02	74
	352	00	00	94
	351	00	00	50
	339	00	04	20
	336	00	02	68
	485	00	03	89
	335	00	00	52
	334	00	00	48
	333	00	04	27
	495	00	03	24
	320	00	00	10
	321	00	00	10
	322	00	01	41
	323	00	11	69
	311	00	05	22
	324	00	01	87

1	2	3	4	5
4) नखापारा (निरंतर)	308	00	03	25
	309	00	03	18
	310	00	01	66
	295	00	05	86
	307	00	08	95
	296	00	06	84
	297	00	00	51
	298	00	02	40
	302	00	02	96
	303	00	03	36
	300	00	00	10
	301	00	03	04
	260	00	08	48
	488	00	12	59
	494	00	01	02
	255	00	02	60
	256	00	06	74
5) गौडियापाडा	520	00	00	85
	521	00	00	45
	522	00	04	26
	519	00	00	84
	515	00	01	28
	514	00	00	49
	513	00	04	34
	510	00	07	61
	509	00	02	23
	508	00	02	56
	506	00	03	58
	417	00	03	93
	415	00	12	66
	280	00	07	38
	264	00	02	67
	234	00	05	65
	414	00	03	20
	413	00	03	40
	412	00	00	38
	233	00	03	86
	232	00	07	40
	203	00	10	62
	202	00	03	98

1	2	3	4	5
5) गौडियापाडा (निरंतर)	200	00	10	40
	382	00	07	47
	381	00	00	63
	192	00	05	34
	189	00	07	93
	188	00	03	43
	187	00	02	07
	186	00	01	28
	753	00	02	60
	175	00	02	10
	174	00	05	23
	173	00	02	24
	172	00	01	57
	171	00	00	22
	170	00	02	27
	336	00	06	76
	335	00	13	20
	334	00	00	97
	313	00	15	62
	312	00	13	65
	314	00	00	12
	309	00	20	65
	282	00	04	01
	281	00	02	01
6) ईन्डीपुर	348	00	05	81
	350	00	06	01
	351	00	00	49
	353	00	08	62
	354	00	02	07
	358	00	01	73
	355	00	08	73
	356	00	00	35
	357	00	03	40
	608	00	00	80
	284	00	00	36
	611	00	04	13
	279	00	02	46
	281	00	01	28
	283	00	01	36
	282	00	03	07

1	2	3	4	5
6) ईडीपुर (निरंतर)	187	00	09	72
	188	00	04	53
	203	00	03	32
	202	00	06	57
	189	00	00	15
	190	00	01	75
	201	00	13	50
	191	00	00	82
	192	00	00	54
	200	00	07	88
	199	00	07	01
	194	00	10	70
	193	00	00	71
	195	00	09	36
	173	00	01	77
	198	00	02	25
	197	00	00	76
	196	00	11	20
	170	00	03	75
	169	00	05	60
	168	00	03	49
मंडल/ तेहसिल/ तालुक ःरनपुर	जिला ःनयागढ	राज्य ःओडिशा		
1) गौरचन्द्रपुर	1031	00	08	76
	1032	00	00	25
	1035	00	00	10
	1036	00	24	34
	1024	00	04	48
	1026	00	05	62
	1025	00	07	25
	304	00	06	98
	303	00	20	11
	301	00	12	19
	300	00	17	85
	280	00	25	96
	281	00	07	87
	282	00	05	32
	285	00	08	74
	283	00	16	77
	284	00	15	81
	274	00	20	07
	267	00	53	26

1	2	3	4	5
1) गौरचन्द्रपुर (निरंतर)	269	00	00	65
	249	00	05	02
	248	00	02	81
	247	00	03	87
	244	00	04	48
	246	00	00	10
	1942	00	04	97
	230	00	11	24
	231	00	00	10
	245	00	00	12
	229	00	10	28
	176	00	23	36
	179	00	17	85
	180	00	20	05
	182	00	16	55
	183	00	11	99
	189	00	44	57
	190	00	01	65
	23	00	14	97
	1956	00	00	29
	1969	00	04	12
	958	00	02	71
	19	00	10	05
	24	00	00	14
	18	00	07	86
	1968	00	00	10
	17	00	07	93
	16	00	09	53
	15	00	00	78
2) रानीगरीया	253	00	00	22
	254	00	07	11
	255	00	13	64
	256	00	19	37
	257	00	03	42
	259	00	01	31
	258	00	22	66
3) रायपारा	1237	01	25	99
	735	00	08	15
	737	00	11	58
	1404	00	01	61

1	2	3	4	5
3) रायपारा (निरंतर)	736	00	02	71
	591	00	01	22
	590	00	00	13
	589	00	00	71
	584	00	13	01
	585	00	00	10
	583	00	11	06
	581	00	09	57
	582	00	00	50
	579	00	13	84
	575	00	06	86
	578	00	04	50
	576	00	06	22
	574	00	06	15
	573	00	03	99
	572	00	03	00
	571	00	08	08
	570	00	01	66
	564	00	10	01
	569	00	02	52
	568	00	02	25
	565	00	22	35
	1304	00	00	38
	539	00	01	41
	1303	00	13	49
	540	00	03	17
	541	00	02	39
	530	00	00	10
	532	00	00	10
	533	00	12	69
	534	00	07	74
	538	00	00	23
	535	00	00	10
	502	00	02	92
	504	00	04	14
	505	00	02	24
	506	00	00	10
	475	00	26	73
	472	00	08	72
	471	00	08	96

1	2	3	4	5
3) रायपारा (निरंतर)	473	00	06	70
	405	00	03	24
	406	00	16	35
	407	00	06	07
	410	00	22	01
	411	00	07	23
4) नकीथाना	954	00	20	08
	950	00	00	10
	955	00	06	55
	956	00	05	28
	960	00	10	81
	948	00	00	33
	947	00	05	55
	946	00	13	65
	1074	00	12	38
	945	00	11	97
	944	00	08	83
	943	00	14	15
	942	00	05	84
	937	00	01	42
	936	00	03	77
	975	00	00	76
	932	00	03	11
	1144	00	00	21
	931	00	00	25
	1081	00	04	16
	965	00	05	74
	966	00	01	48
	1013	00	05	03
	1017	00	13	47
	1011	00	04	14
	1010	00	23	89
	1008	00	06	90
	1002	00	05	68
	1001	00	03	90
	1000	00	05	55
	990	00	03	62
	999	00	00	10
	991	00	01	68
	992	00	06	59

1	2	3	4	5
4) नकीखाना (निरंतर)	995	00	08	14
	994	00	00	80
	993	00	03	35
	984	00	05	73
	983	00	01	11
	971	00	01	53
	972	00	03	54
	855	00	13	58
	854	00	00	10
	973	00	51	21
	834	00	01	67
	833	00	54	42
	721	00	45	07
	722	00	00	20
	1058	00	00	12
	707	00	03	92
	708	00	07	87
	709	00	14	54
	710	00	11	81
	711	00	09	89
	712	00	04	58
	713	00	00	10
	1125	00	02	82
	702	00	00	51
	701	00	04	96
	700	00	09	84
	699	00	06	08
	698	00	00	10
	1139	00	02	54
	685	00	00	52
	686	00	04	66
	687	00	04	15
	688	00	09	72
	689	00	00	53
	679	00	00	42
	669	00	35	49
5) बरंग गडीया	1158	00	23	53
	1157	01	32	91
	1087	00	92	87
	1107	00	01	07

1	2	3	4	5
5) वरंग गडीया (निरंतर)	1135	00	13	15
	1136	00	01	47
	1134	00	07	35
	1133	00	07	35
	1217	00	12	16
	1112	00	12	93
	1130	00	00	12
	1113	00	04	42
	545	00	23	60
	544	00	10	02
	539	00	07	62
	1216	00	13	03
6) झरापारा	1736	00	13	86
	1741	00	01	39
	1740	00	05	63
	1739	00	12	73
	1737	00	36	73
	1738	00	04	42
	1766	00	00	57
	1765	00	13	79
	1764	00	00	10
	1767	00	05	54
	1768	00	03	52
	1771	00	08	28
	1770	00	07	37
	1774	00	06	09
	1775	00	01	98
	1776	00	14	32
	1779	00	06	49
	1778	00	11	47
	1783	00	22	73
	1785	00	02	04
	1786	00	21	30
	1794	00	14	96
	1787	00	01	27
	1788	00	00	61
	1806	00	00	14
	1801	00	15	50
	1796	00	18	78
	1797	00	00	91

1	2	3	4	5
6) झरापारा (निरंतर)	1795	00	19	41
	1041	00	03	59
	1040	00	07	32
	1043	00	01	58
	1039	00	11	00
	1038	00	01	82
	1036	00	03	70
	1035	00	07	58
	1037	00	02	59
	1033	00	02	40
	1032	00	07	54
	1031	00	13	63
	1009	00	01	06
	1011	00	02	86
	1010	00	02	66
	942	00	00	10
	941	00	01	58
	940	00	00	10
	642	00	05	63
	641	00	00	80
	640	00	01	35
	594	00	01	09
	597	00	03	59
	612	00	02	87
	622	00	00	89
	613	00	01	69
	611	00	03	75
	610	00	01	12
	609	00	11	88
	593	00	09	65
	614	00	00	10
	599	00	01	14
	607	00	07	79
	606	00	01	03
	603	00	15	96
	602	00	09	50
	432	00	00	13
	359	00	00	64
	393	00	01	17
	430	00	08	99

1	2	3	4	5
6) झरापारा (निरंतर)	431	00	04	78
	429	00	23	36
	428	00	08	89
	408	00	04	76
	407	00	00	80
	409	00	04	35
	406	00	02	57
	410	00	03	34
	405	00	04	05
	411	00	03	05
	412	00	02	45
	414	00	03	08
	413	00	02	59
	404	00	00	35
	401	00	03	35
	125	00	03	01
	400	00	02	60
	415	00	00	90
	398	00	04	98
7) बोकाखाई	652	00	16	61
	651	00	46	68
	21	00	01	52
	18	00	05	86
	19	00	05	50
	30	00	05	41
	14	00	00	10
	31	00	12	05
	6	00	07	33
	32	00	00	81
	35	00	04	83
	5	00	04	58
	36	00	10	59
	41	00	00	73
8) जोकागरीया	7	00	07	23
	8	00	06	78
	9	00	00	83
	6	00	22	23
	3	00	14	07
	1	00	03	67
	2	00	11	19

1	2	3	4	5
8) [illegible] (निर्स्तर)	4	00	14	66
	14	00	03	05
9) संत्रापुर	757	00	09	48
	685	00	12	75
	736	00	03	50
	735	00	15	92
	734	00	15	00
	732	00	01	40
	733	00	04	06
	730	00	08	29
	731	00	02	18
	701	00	15	58
	728	00	00	10
	727	00	00	48
	726	00	02	24
	725	00	01	53
	724	00	01	72
	720	00	00	52
	723	00	01	75
	721	00	02	27
	722	00	01	86
	702	00	00	10
	703	00	00	19
	710	00	11	28
	709	00	03	79
	711	00	19	75
	713	00	01	39
	712	00	00	14
	708	00	00	56
	707	00	00	10
	534	00	07	15
	535	00	00	51
	532	00	13	56
	533	00	04	10
	531	00	00	50
	528	00	00	79
	527	00	08	35
	524	00	10	71
	523	00	01	51
10) नतीम	926	00	15	91

1	2	3	4	5
10) नलीम (निरंतर)	114	00	09	34
	115	00	02	24
	116	00	02	61
	117	00	05	09
	118	00	00	99
	113	00	03	49
	112	00	09	02
	111	00	09	54
	110	00	00	26
	109	00	01	48
	83	00	11	08
	82	00	02	87
	81	00	28	15
	80	00	02	61
	79	00	35	98
	75	00	13	98
	76	00	05	88
	77	00	03	17
	74	00	01	67
	78	00	05	20
	159	00	03	34
	67	00	10	15
	66	00	03	86
	65	00	05	32
	63	00	02	68
	64	00	02	98
	43	00	07	15

[फा सं. एल.-14014/62/2010-जी.पी.]

के .के .शर्मा, अवर सचिव

New Delhi, the 10th February, 2011

S. O. 432.— Whereas it appears to Government of India that it is necessary in public interest that for transportation of natural gas from onshore terminal at East coast of Andhra Pradesh of M/s Reliance Industries Limited to consumers in various parts of the country, Kakinada - Basudebpur - Howrah pipeline should be laid by M/s Relogistics Infrastructure Limited;

And whereas, it appears to Government of India that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of the Right of User therein for laying the pipeline under the land to Shri Braja Kishore Panda, Competent Authority, Relogistics Infrastructure Limited, 1st Floor, Fortune Tower, Chandrasekharpur, Bhubaneswar - 751023,Orissa State.

Schedule

Mandal/Tehsil/Taluk:Begunia	District:Khorda	State:Orissa		
Village	Survey No./Sub-Division	Area to be acquired for		
		Hec	Are	C-Are
1	2	3	4	5
1) Khadipadar	517	00	06	03
	518	00	05	84
	527	00	01	31
	526	00	02	13
	525	00	00	39
	519	00	00	12
	520	00	03	91
	523	00	03	62
	524	00	04	09
	522	00	06	75
	530	00	21	29
	521	00	00	21
	534	00	00	25
	535	00	03	18
	541	00	01	70
	536	00	00	12
	540	00	00	76
	542	00	08	19
	543	00	01	82
	544	00	03	05
	545	00	06	16
	546	00	00	11
	547	00	00	12
	548	00	00	10
	550	00	07	06
	552	00	02	91
	551	00	06	99
	562	00	04	15
	563	00	04	04
	564	00	03	06
	574	00	02	83
	575	00	02	17
	577	00	00	57
	576	00	02	63
	593	00	07	46
	594	00	05	95
	605	00	07	43

1	2	3	4	5
1) Khadipadar (Contd)	608	00	08	13
	606	00	00	10
	609	00	05	63
	607	00	00	72
	616	00	05	25
	1245	00	00	38
	669	00	00	66
	633	00	05	48
	634	00	04	96
	668	00	04	04
	652	00	03	28
	653	00	02	70
	666	00	16	54
	654	00	03	67
	665	00	03	46
	679	00	01	92
	680	00	04	62
	678	00	18	41
	682	00	01	83
	754	00	02	34
	677	00	04	47
	677/1226	00	12	78
	676	00	01	51
	765	00	03	33
	764	00	20	51
	766	00	01	98
	767	00	02	53
	769	00	01	34
	770	00	01	00
	775	00	04	80
	777	00	00	34
	778	00	00	10
	780	00	06	79
	774	00	03	48
	822	00	09	89
	781	00	02	69
	821	00	02	29
	820	00	02	56
	787	00	00	40
	926	00	02	73

1	2	3	4	5
1) Khadipadar (Contd)	819	00	16	47
	927	00	15	40
	816	00	14	86
	934	00	00	92
	935	00	01	66
	936	00	00	76
	1023	00	63	06
	1024	00	20	51
	1025	00	00	42
	995	00	19	65
	996	00	04	74
	997	00	05	66
	998	00	00	21
	994	00	12	57
2) Siko	438	00	03	57
	437	00	02	12
	431	00	06	49
	430	00	08	62
	428	00	11	12
	413	00	19	30
	412	00	02	91
	414	00	06	61
	416	00	35	30
	407	00	00	11
	399	00	05	38
	392	00	34	10
	196	00	11	79
	178	00	21	11
	133	00	00	68
	130	00	09	10
	129	00	10	60
	127	00	09	10
	128	00	00	10
	126	00	03	13
	125	00	02	14
	123	00	18	14
	98	00	04	21
	99	00	04	62
	100	00	00	10
	101	00	18	26

1	2	3	4	5
2) Siko (Contd)	83	00	04	91
	82	00	12	58
	74	00	01	39
	102	00	04	00
	110	00	13	63
	112	00	00	89
	111	00	01	95
	109	00	05	62
	108	00	09	65
	1879	00	00	10
	1880	00	00	59
	1886	00	04	44
	106	00	02	62
	105	00	01	02
	103	00	00	10
	1887	00	05	85
	1895	00	05	28
	1896	00	05	07
	1897	00	00	10
	1898	00	03	37
	1899	00	05	07
	1905	00	02	75
	1904	00	12	06
	1907	00	05	89
	1908	00	06	87
3) Chhima	1210	00	19	32
	1219	00	05	68
	1220	00	08	31
	1217	00	01	12
	1164	00	05	07
	1222	00	00	11
	1221	00	02	51
	1225	00	00	66
	1163	00	27	93
	1162	00	12	38
	1227	00	00	66
	1161	00	12	69
	1160	00	09	96
	1228	00	08	97
	1229	00	18	04

1	2	3	4	5
3) Chhima (Contd)	1157	00	21	40
	1156	00	04	95
4) Nakhapara	196	00	01	30
	197	00	03	51
	198	00	16	17
	385	00	00	58
	386	00	00	10
	381	00	01	79
	199	00	03	84
	200	00	00	20
	380	00	06	41
	379	00	04	22
	378	00	00	65
	371	00	05	70
	370	00	03	50
	369	00	02	56
	365	00	07	73
	346	00	03	35
	347	00	05	29
	359	00	00	82
	364	00	00	10
	358	00	01	69
	348	00	03	18
	349	00	04	97
	350	00	02	74
	352	00	00	94
	351	00	00	50
	339	00	04	20
	336	00	02	68
	485	00	03	89
	335	00	00	52
	334	00	00	48
	333	00	04	27
	495	00	03	24
	320	00	00	10
	321	00	00	10
	322	00	01	41
	323	00	11	69
	311	00	05	22
	324	00	01	87

1	2	3	4	5
4) Nakhapara (Contd)	308	00	03	25
	309	00	03	18
	310	00	01	66
	295	00	05	86
	307	00	08	95
	296	00	06	84
	297	00	00	51
	298	00	02	40
	302	00	02	96
	303	00	03	36
	300	00	00	10
	301	00	03	04
	260	00	08	48
	488	00	12	59
	494	00	01	02
	255	00	02	60
	256	00	06	74
5) Gaudiapada	520	00	00	85
	521	00	00	45
	522	00	04	26
	519	00	00	84
	515	00	01	28
	514	00	00	49
	513	00	04	34
	510	00	07	61
	509	00	02	23
	508	00	02	56
	506	00	03	58
	417	00	03	93
	415	00	12	66
	280	00	07	38
	264	00	02	67
	234	00	05	65
	414	00	03	20
	413	00	03	40
	412	00	00	38
	233	00	03	86
	232	00	07	40
	203	00	10	62
	202	00	03	98

1	2	3	4	5
5) Gaudiapada (Contd)	200	00	10	40
	382	00	07	47
	381	00	00	63
	192	00	05	34
	189	00	07	93
	188	00	03	43
	187	00	02	07
	186	00	01	28
	753	00	02	60
	175	00	02	10
	174	00	05	23
	173	00	02	24
	172	00	01	57
	171	00	00	22
	170	00	02	27
	336	00	06	76
	335	00	13	20
	334	00	00	97
	313	00	15	62
	312	00	13	65
	314	00	00	12
	309	00	20	65
	282	00	04	01
	281	00	02	01
6) Indipur	348	00	05	81
	350	00	06	01
	351	00	00	49
	353	00	08	62
	354	00	02	07
	358	00	01	73
	355	00	08	73
	356	00	00	35
	357	00	03	40
	608	00	00	80
	284	00	00	36
	611	00	04	13
	279	00	02	46
	281	00	01	28
	283	00	01	36
	282	00	03	07

1	2	3	4	5
6) Indipur (Contd)	187	00	09	72
	188	00	04	53
	203	00	03	32
	202	00	06	57
	189	00	00	15
	190	00	01	75
	201	00	13	50
	191	00	00	82
	192	00	00	54
	200	00	07	88
	199	00	07	01
	194	00	10	70
	193	00	00	71
	195	00	09	36
	173	00	01	77
	198	00	02	25
	197	00	00	76
	196	00	11	20
	170	00	03	75
	169	00	05	60
	168	00	03	49
Mandal/Tehsil/Taluk:Ranpur	**District:Nayagarh**	**State:Orissa**		
1) Gaurchandrapur	1031	00	08	76
	1032	00	00	25
	1035	00	00	10
	1036	00	24	34
	1024	00	04	48
	1026	00	05	62
	1025	00	07	25
	304	00	06	98
	303	00	20	11
	301	00	12	19
	300	00	17	85
	280	00	25	96
	281	00	07	87
	282	00	05	32
	285	00	08	74
	283	00	16	77
	284	00	15	81
	274	00	20	07
	267	00	53	26

1	2	3	4	5
1) Gaurchandrapur (Contd)	269	00	00	65
	249	00	05	02
	248	00	02	81
	247	00	03	87
	244	00	04	48
	246	00	00	10
	1942	00	04	97
	230	00	11	24
	231	00	00	10
	245	00	00	12
	229	00	10	28
	176	00	23	36
	179	00	17	85
	180	00	20	05
	182	00	16	55
	183	00	11	99
	189	00	44	57
	190	00	01	65
	23	00	14	97
	1956	00	00	29
	1969	00	04	12
	958	00	02	71
	19	00	10	05
	24	00	00	14
	18	00	07	86
	1968	00	00	10
	17	00	07	93
	16	00	09	53
	15	00	00	78
2) Ranigaria	253	00	00	22
	254	00	07	11
	255	00	13	64
	256	00	19	37
	257	00	03	42
	259	00	01	31
	258	00	22	66
3) Raipara	1237	01	25	99
	735	00	08	15
	737	00	11	58
	1404	00	01	61

1	2	3	4	5
3) Raipara (Contd)	736	00	02	71
	591	00	01	22
	590	00	00	13
	589	00	00	71
	584	00	13	01
	585	00	00	10
	583	00	11	06
	581	00	09	57
	582	00	00	50
	579	00	13	84
	575	00	06	86
	578	00	04	50
	576	00	06	22
	574	00	06	15
	573	00	03	99
	572	00	03	00
	571	00	08	08
	570	00	01	66
	564	00	10	01
	569	00	02	52
	568	00	02	25
	565	00	22	35
	1304	00	00	38
	539	00	01	41
	1303	00	13	49
	540	00	03	17
	541	00	02	39
	530	00	00	10
	532	00	00	10
	533	00	12	69
	534	00	07	74
	538	00	00	23
	535	00	00	10
	502	00	02	92
	504	00	04	14
	505	00	02	24
	506	00	00	10
	475	00	26	73
	472	00	08	72
	471	00	08	96

1	2	3	4	5
3) Raipara (Contd)	473	00	06	70
	405	00	03	24
	406	00	16	35
	407	00	06	07
	410	00	22	01
	411	00	07	23
4) Nakithana	954	00	20	08
	950	00	00	10
	955	00	06	55
	956	00	05	28
	960	00	10	81
	948	00	00	33
	947	00	05	55
	946	00	13	65
	1074	00	12	38
	945	00	11	97
	944	00	08	83
	943	00	14	15
	942	00	05	84
	937	00	01	42
	936	00	03	77
	975	00	00	76
	932	00	03	11
	1144	00	00	21
	931	00	00	25
	1081	00	04	16
	965	00	05	74
	966	00	01	48
	1013	00	05	03
	1017	00	13	47
	1011	00	04	14
	1010	00	23	89
	1008	00	06	90
	1002	00	05	68
	1001	00	03	90
	1000	00	05	55
	990	00	03	62
	999	00	00	10
	991	00	01	68
	992	00	06	59

1	2	3	4	5
4) Nakithana (Contd)	995	00	00	14
	994	00	00	00
	993	00	03	35
	984	00	05	73
	983	00	01	11
	971	00	01	53
	972	00	03	54
	855	00	13	58
	854	00	00	10
	973	00	51	21
	834	00	01	67
	833	00	54	42
	721	00	45	07
	722	00	00	20
	1058	00	00	12
	707	00	03	92
	708	00	07	87
	709	00	14	54
	710	00	11	81
	711	00	09	09
	712	00	04	58
	713	00	00	10
	1125	00	02	82
	702	00	00	51
	701	00	04	96
	700	00	09	84
	699	00	06	00
	698	00	00	10
	1139	00	02	54
	685	00	00	52
	686	00	00	66
	687	00	00	15
	688	00	00	72
	689	00	00	53
	679	00	00	42
	669	00	35	09
5) Barang Gadia	1158	00	23	39
	1157	01	32	00
	1087	00	00	07
	1107	00	01	07

Continued.... 1.4

1	2	3	4	5
5) Barang Gadia (Contd)	1135	00	13	15
	1136	00	01	47
	1134	00	07	35
	1133	00	07	35
	1217	00	12	16
	1112	00	12	93
	1130	00	00	12
	1113	00	04	42
	545	00	23	60
	544	00	10	02
	539	00	07	62
	1216	00	13	03
6) Jharapara	1736	00	13	86
	1741	00	01	39
	1740	00	05	63
	1739	00	12	73
	1737	00	36	73
	1738	00	04	42
	1766	00	00	57
	1765	00	13	79
	1764	00	00	10
	1767	00	05	54
	1768	00	03	52
	1771	00	03	28
	1770	00	07	37
	1774	00	06	09
	1775	00	01	98
	1776	00	14	32
	1779	00	06	49
	1778	00	11	47
	1783	00	22	73
	1785	00	02	04
	1786	00	21	30
	1794	00	14	96
	1787	00	01	27
	1788	00	00	61
	1806	00	00	14
	1801	00	15	50
	1796	00	18	78
	1797	00	00	91

1	2	3	4	5
6) Jherapara (Contd)	1795	00	19	41
	1041	00	03	59
	1040	00	07	32
	1043	00	01	58
	1039	00	11	00
	1038	00	01	82
	1036	00	03	70
	1035	00	07	58
	1037	00	02	59
	1033	00	02	40
	1032	00	07	54
	1031	00	13	63
	1009	00	01	06
	1011	00	02	86
	1010	00	02	66
	942	00	00	10
	941	00	01	58
	940	00	00	10
	642	00	05	63
	641	00	00	80
	640	00	01	35
	594	00	01	09
	597	00	03	59
	612	00	02	87
	622	00	00	89
	613	00	01	69
	611	00	03	75
	610	00	01	12
	609	00	11	88
	593	00	09	65
	614	00	00	10
	599	00	01	14
	607	00	07	79
	606	00	01	03
	603	00	15	96
	602	00	09	50
	432	00	00	13
	359	00	00	64
	393	00	01	17
	430	00	08	99

1	2	3	4	5
6) Jharapara (Contd)	431	00	04	78
	429	00	23	36
	428	00	08	89
	408	00	04	76
	407	00	00	80
	409	00	04	35
	406	00	02	57
	410	00	03	34
	405	00	04	05
	411	00	03	05
	412	00	02	45
	414	00	03	08
	413	00	02	59
	404	00	00	35
	401	00	03	35
	125	00	03	01
	400	00	02	60
	415	00	00	90
	398	00	04	98
7) Bo[illegible]	652	00	16	61
	651	00	46	68
	21	00	01	52
	18	00	05	86
	19	00	05	50
	30	00	05	41
	14	00	00	10
	31	00	12	05
	6	00	07	33
	32	00	00	81
	35	00	04	83
	5	00	04	58
	36	00	10	59
	41	00	00	73
8) Jokaigaria	7	00	07	23
	8	00	06	78
	9	00	00	83
	6	00	22	23
	3	00	14	07
	1	00	03	67
	2	00	11	19

1	2	3	4	5
8) Jokagaria (Contd)	4	00	14	66
	14	00	03	05
9) Santarapur	757	00	09	48
	685	00	12	75
	736	00	03	50
	735	00	15	92
	734	00	15	00
	732	00	01	40
	733	00	04	06
	730	00	08	29
	731	00	02	18
	701	00	15	58
	728	00	00	10
	727	00	00	48
	726	00	02	24
	725	00	01	53
	724	00	01	72
	720	00	00	52
	723	00	01	75
	721	00	02	27
	722	00	01	86
	702	00	00	10
	703	00	00	19
	710	00	11	28
	709	00	03	79
	711	00	19	75
	713	00	01	39
	712	00	00	14
	708	00	00	56
	707	00	00	10
	534	00	07	15
	535	00	00	51
	532	00	13	56
	533	00	04	10
	531	00	00	50
	528	00	00	79
	527	00	08	35
	524	00	10	71
	523	00	01	51
10) Natim	926	00	15	91

1	2	3	4	5
10) Natim (Contd)	114	00	09	34
	115	00	02	24
	116	00	02	61
	117	00	05	09
	118	00	00	99
	113	00	03	49
	112	00	09	02
	111	00	09	54
	110	00	00	26
	109	00	01	48
	83	00	11	08
	82	00	02	87
	81	00	28	15
	80	00	02	61
	79	00	35	98
	75	00	13	98
	76	00	05	88
	77	00	03	17
	74	00	01	67
	78	00	05	20
	159	00	03	34
	67	00	10	15
	66	00	03	86
	65	00	05	32
	63	00	02	68
	64	00	02	98
	43	00	07	15

[F. No. L-14014/62/2010-G.P.]
K. K. SHARMA, Under Secy.

नई दिल्ली, 10 फरवरी, 2011

का. आ. 433.—भारत सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 1534, तारीख 08 जून, 2009 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, मैसर्स रिलाएंस इन्डस्ट्रीज लिमिटेड के आन्ध्र प्रदेश में पूर्वी तट पर ऑनशोर टरमिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकीनाडा- वासुदेवपुर-हावडा गैस 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 जनता को तारीख 16 अक्तूबर, 2010 को अथवा उससे पूर्व उपलब्ध करा दी गई थीं ;

और, पाइपलाइन बिछाने के सम्बन्ध में, जनता की ओर से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और अननुज्ञात कर दिया गया;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है ;

और, भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः, अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से भारत सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड में निहित होगा।

अनुसूची

मंडल/ तेहसिल/ तालुक ः पेन्दुर्ति	जिला ःविशाखापट्नम	राज्य ःआन्ध्र प्रदेश		
गाँव का नाम	सर्वे सं/सब डिविजन सं.	आर.ओ.यू.अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	सि एयर
1	2	3	4	5
1) पिनागडी	5/1	00	11	78
	7/1	01	46	15
	9	00	00	91
	24	00	03	41
	20	00	35	52
	27/2	00	19	71
	27/3	00	80	02
	27/4	00	21	87
	28	00	39	50
2) गोरपल्लि	18	00	01	30
	20	00	53	43
	23/2	00	15	15
	23/3	00	06	17
	23/4	00	53	57
	23/5	00	01	74
	37/2एफ	00	00	75
	32/3ई	00	00	63
	32/3एफ	00	05	50
	32/3सी	00	00	86
	32/3जी	00	02	88
	32/3एच	00	02	22
	32/4ए	00	01	53
	32/5सी	00	02	50
	32/5बी	00	01	56
	31	00	00	43
	32/6सी	00	02	69
	32/6बी	00	02	08
	32/6ए	00	01	33
	32/7बी	00	00	10
	सर्वे न. 32/6सी और 32/17ए के बीच में	00	03	79
	सर्वे न. 32/6ए और 32/17बी के बीच में	00	04	84
	32/17ए	00	02	62
	32/17बी	00	02	19
	32/18ए	00	02	33
	32/18बी	00	00	92
	सर्वे न. 32/7बी और 32/12ए के बीच में	00	05	39
	32/12जी	00	01	64

1	2	3	4	5
2) गोरपल्लि (निरंतर)	32/12एच	00	01	65
	32/12एफ	00	02	81
	32/12ई	00	01	82
	33/19डी	00	00	10
	33/19सी	00	05	76
	32/12सी	00	00	10
	32/12डी	00	00	18
	33/19ए	00	00	32
	33/19बी	00	00	82
	33/19ई	00	03	36
	33/19एफ	00	01	89
	33/19जी	00	00	87
	33/19एच	00	01	38
	33/19के	00	00	16
	33/19जे	00	01	28
	33/19आई	00	03	48
	33/18डी	00	00	10
	33/18ई	00	00	69
	33/11बी	00	00	10
	33/11सी	00	02	12
	33/20	00	06	39
	29/1सी	00	02	15
	29/1बी	00	07	30
	29/1डी	00	05	21
	29/1एच	00	02	82
	29/3ई	00	00	33
	29/3डी	00	00	35
	29/1जी	00	04	54
	29/1एफ	00	02	04
	29/3एफ	00	00	59
	29/3सी	00	01	89
	29/3बी	00	00	50
	29/4	00	02	33
	29/7ए	00	01	20
	29/7बी	00	00	40
	29/7डी	00	08	37
	29/7ई	00	03	98
	65	00	05	63
	92/5	00	23	13
	92/6	00	08	64
	92/3	00	01	66
	92/4	00	23	66

1	2	3	4	5
2) गोरपल्लि (निरंतर)	91	00	05	57
	93	00	43	90
	95	00	05	26
	85/13	00	12	38
	85/15	00	00	93
	85/14	00	04	14
	85/12	00	00	36
	85/11	00	06	24
	85/10	00	05	55
	85/9	00	03	08
	85/4	00	00	24
	84/4ए	00	01	22
	84/1एफ	00	01	05
	84/1जी	00	00	10
	84/1ई	00	02	73
	84/1डी	00	01	53
	84/1सी	00	03	10
	84/1बी	00	02	92
	84/1ए	00	02	25
	84/2ए	00	03	75
	84/2सी	00	00	10
	84/4ई	00	00	10
	78/9बी	00	00	10
	78/9सी	00	01	27
	78/9डी	00	01	31
	78/13बी	00	04	09
	78/13ई	00	00	10
	78/13ए	00	04	31
	78/13सी	00	03	22
	78/13डी	00	02	29
	78/12बी	00	05	47
	78/12ए	00	00	41
	82	00	01	58
	80/6	00	02	34
	80/5	00	17	48
3) सरिपल्लि	32/1	00	23	47
	34/4	00	02	95
	34/3	00	04	13
	34/5	00	00	54
	34/1	00	04	45
	31/3	00	01	82
	31/2	00	01	76

1	2	3	4	5
3) सरिपल्लि (निरंतर)	31/1	00	12	13
	30/8	00	06	79
	30/9	00	02	77
	30/15	00	05	08
	30/16	00	00	10
	30/14	00	09	48
	30/17	00	00	24
	30/13	00	09	12
	29/11	00	07	66
	29/12	00	00	10
	29/13	00	04	29
	29/10	00	03	42
	29/9	00	00	10
	29/8	00	01	70
	29/15	00	01	37
	29/14	00	07	32
	29/6	00	00	32
	29/5	00	05	66
	29/4	00	04	08
	28/1	00	01	86
	28/2	00	02	28
	27/10	00	04	99
	27/11	00	09	14
	27/13	00	00	53
	27/14	00	03	78
	27/8	00	07	31
	27/18	00	05	47
	27/7	00	06	02
	27/4	00	01	07
	27/5	00	06	57
	27/6	00	03	36
	45	00	23	37
	46	00	04	91
	19/3ए	00	06	70
	19/3बी	00	06	13
	18	00	08	53
	168/4	00	00	13
	167/10	00	02	16
	167/9	00	18	84
	167/12	00	07	59
	167/13	00	05	69
	167/6	00	00	67

1	2	3	4	5
3) सरिपल्लि (निरंतर)	166/3	00	06	52
	166/4	00	00	13
	166/2	00	01	33
	166/1	00	06	55
	166/11	00	07	42
	166/12	00	07	16
	166/10	00	00	16
	166/13	00	02	44
	189	00	18	65
	188/3	00	12	03
	188/2	00	01	32
	188/4	00	04	57
	188/5	00	07	33
	188/6	00	02	46
	187/5	00	04	42
	188/15	00	00	29
	187/6	00	07	10
	187/7	00	06	29
	188/16	00	01	63
	188/17	00	00	46
	187/11	00	01	08
	197/1	00	00	28
	200/2	00	10	85
	198/3	00	04	26
	198/4	00	02	06
	198/2	00	08	45
	198/1	00	01	44
	198/7	00	04	03
	198/8	00	03	97
	198/11	00	01	70
	198/10	00	08	48
	198/9	00	02	08
	199/4	00	08	42
	199/5	00	06	88
	199/6	00	00	10
	199/9	00	06	61
	199/3	00	03	45
	199/2	00	05	75
	199/10	00	01	90
	206	00	04	26
	207/1	00	02	64
	207/2	00	01	63

1	2	3	4	5
3) सरिपल्ली (निरंतर)	208/7बी	00	05	50
	208/8	00	13	78
	208/9बी	00	00	23
	208/12	00	01	78
	208/11	00	07	24
	211	00	23	83
	209/14	00	00	10
	209/15	00	03	07
	209/16	00	04	32
	209/17	00	04	64
	210	00	18	77
	205	00	00	64
4) मुदपाका	149/1	00	56	81
	149/2	00	08	53
	148/5	00	26	35
	150/1	00	06	72
	147/13	00	27	25
	150/2	00	00	83
	147/14	00	08	60
	147/12	00	08	30
	138/1	00	09	75
	147/11	00	00	46
	138/3ए	00	16	89
	138/3बी	00	08	34
	138/2	00	01	64
	138/7ए	00	00	10
	139/22	00	01	09
	139/23	00	03	89
	139/24	00	02	52
	139/27	00	01	08
	139/13	00	01	37
	139/25	00	02	83
	139/26	00	03	65
	139/28	00	01	53
	139/12	00	02	22
	139/11	00	05	26
	139/10	00	00	10
	127/2	00	40	67
	122	00	02	61
	119/6	00	05	20
	121	00	27	82
	123/10	00	01	58

1	2	3	4	5
4) मुदपाका (निरंतर)	123/9	00	04	73
	123/8	00	00	29
	123/7	00	08	96
	123/5	00	18	43
	123/4	00	00	10
	123/6	00	03	62
	124/4	00	27	21
	193	00	03	19
	194/1	00	21	01
	197/4	00	00	20
	198/1	00	11	34
	198/2	00	13	36
	198/3	00	08	62
	201	00	01	95
	202/10बी	00	01	78
	202/10ए	00	06	88
	202/10सी	00	01	01
	202/9बी	00	17	27
	202/9ए	00	08	21
	202/8सी	00	05	32
	202/8ए	00	05	77
	202/8बी	00	04	43
	202/1	00	34	49
	209	00	46	89
	200	00	00	94
	210/1बी	00	06	16
	210/1ए	00	24	10
	89/6	00	01	49
	89/5	00	13	68
	89/4	00	11	95
	89/2	00	04	97
	89/1	00	14	17
	90	00	45	04
	86	01	24	38
	77	00	30	85
	76	00	80	79
	1	01	56	10
मंडल/ तेहसिल/ तालुक ः आनंदपुरम	जिला ःविशाखापट्नम	राज्य ःआन्ध्र प्रदेश		
1) रामावरम	38	01	35	14
	35	00	73	78
	1	01	86	07
	33	00	06	94
	32	00	35	63

1	2	3	4	5
1) रामावरम (निरंतर)	3/1	00	40	85
	4	00	13	33
	5	00	16	78
	7/1	00	15	88
	6/2	00	60	67
	6/3	00	12	46
	100/1	00	16	14
2) गोरिन्टा	40	00	88	49
	39/7	00	05	81
	39/8	00	10	10
	39/9	00	00	78
	39/6	00	02	24
	39/5	00	05	50
	39/4	00	06	32
	39/1	00	02	25
	39/2	00	08	96
	39/3	00	03	94
	37/9	00	00	10
	37/15	00	05	21
	37/16	00	02	36
	37/19	00	06	09
	48/8	00	00	52
	37/17	00	01	29
	37/18	00	02	28
	48/2	00	08	75
	48/1	00	12	26
	49/4	00	11	13
	49/5	00	35	45
	58/3	00	01	34
	58/2	00	28	72
	58/10	00	00	10
	58/8	00	01	84
	58/4	00	03	20
	58/7	00	02	60
	58/6	00	05	16
	58/5	00	27	18
	61/2	00	12	32
	59	00	04	41
	60/1	00	11	19
	61/4	00	44	76
	64	00	02	44
	71/15	00	00	10

1	2	3	4	5
2) गोरिन्टा (निरंतर)	71/16	00	00	87
	71/17	00	05	17
	65	00	02	18
	70/5	00	03	77
	70/4	00	11	74
	70/6	00	02	09
	70/8	00	06	50
	70/7	00	06	80
	70/14	00	00	57
	70/13	00	04	99
	70/12	00	05	79
	70/9	00	00	40
	70/10	00	00	40
	70/11	00	00	43
	70/15	00	17	62
	70/16	00	08	24
	70/17	00	06	17
	97/4	00	01	62
	98/5	00	02	04
	98/7	00	31	71
	103/1	00	02	26
	97/9	00	04	75
	97/5	00	02	86
	97/8	00	08	26
	98/2	00	02	49
	98/3	00	00	17
	96	00	04	45
	94/1	00	31	57
	94/2	00	09	92
	94/3	00	04	83
	93/1	00	00	15
	92	00	07	25
	90/2	00	62	51
	89/4	00	05	19
	89/3	00	13	43
3) गिडिजाला	65	00	48	41
	64	00	61	54
	63/8	00	29	82
	63/7	00	21	97
	63/6	00	19	76
	63/5	00	15	58
	63/4	00	14	71

1	2	3	4	5
3) गिडिजाला (निरंतर)	63/3	00	15	69
	63/2	00	14	48
	63/1	00	20	02
	53	00	00	18
	52/4	00	66	43
	51/11	00	38	11
	51/10	00	01	91
	50/7	00	33	72
	50/6	00	04	04
	50/5	00	14	51
	50/4	00	02	63
	49/9	00	00	10
	49/8	00	00	10
	49/2	00	15	25
	49/1	00	02	30
	49/3	00	14	[illegible]
	49/4	00	04	52
	49/5	00	09	74
	6/21	00	01	99
	48	00	04	73
	7/22	00	02	24
	7/17	00	05	88
	6/13	00	00	10
	7/16	00	04	56
	7/18	00	05	41
	7/19	00	07	37
	7/20	00	03	79
	7/21	00	01	23
	7/13	00	00	30
	7/12	00	02	06
	7/11	00	06	12
	7/10	00	02	97
	36/3	00	05	34
	36/2	00	05	29
	36/9	00	13	29
	36/13	00	00	10
	36/10	00	04	13
	36/11	00	12	84
	36/12	00	00	74
	36/16	00	00	92
	35/4	00	16	22
	35/5	00	00	11

1	2	3	4	5
3) गिडिजाला (निरंतर)	35/11	00	09	89
	35/12	00	09	89
	35/13	00	09	45
	35/17	00	08	75
	35/19	00	00	69
	35/20	00	09	42
	38/1	00	00	95
	38/2	00	08	26
	38/4	00	24	38
	38/7	00	11	72
	38/8	00	12	94
	40	00	03	19
	41/1	00	06	21
	41/2	00	11	80
	41/3	00	03	03
	41/8	00	01	72
	41/7	00	06	91
	41/11	00	08	78
	41/12	00	06	15
	41/15	00	06	60
	41/16	00	11	25
	114/14	00	05	50
	114/13	00	05	53
	114/2	00	07	38
	114/3	00	08	60
	114/4	00	03	84
	114/1	00	23	52
	115/17	00	03	27
	115/10	00	01	75
	115/11	00	01	26
	115/12	00	14	85
	115/13	00	15	65
	115/14	00	01	18
	115/1	00	02	82
	123/9	00	02	87
	123/8	00	00	32
	123/10	00	02	06
	123/11	00	06	44
	123/21	00	07	61
	123/20	00	00	10
	123/18	00	07	80
	123/22	00	06	54

1	2	3	4	5
3) गिडिजाला (निरंतर)	124/1	00	01	95
	124/11	00	08	23
	124/12	00	06	50
	124/13	00	03	06
	124/15	00	00	10
	124/14	00	16	27
	124/9	00	08	01
	128/1	00	10	13
	128/6	00	10	30
	127/4	00	00	91
	127/5	00	10	03
	127/14	00	07	23
	127/15	00	05	21
	127/6	00	07	15
	127/9	00	02	77
	127/8	00	13	35
	127/7	00	00	82
	127/10	00	08	07
	127/11	00	19	67
	127/12	00	00	98
	159/1	00	02	43
	159/2	00	11	29
	159/6	00	01	53
	159/7	00	06	63
	159/17	00	00	14
	सर्वे नंबर 159/7 और 159/13 के बीच में	00	06	85
	159/8	00	05	41
	159/13	00	07	74
	159/9	00	04	04
	159/11	00	06	54
	159/10	00	12	90
	160/2	00	15	91
	126	00	03	26
	160/1	00	09	36
	160/5	00	00	28
	161/4	00	14	74
	161/5	00	00	93
	161/6	00	03	43
	161/8	00	07	42
	161/3	00	05	52
	161/2	00	00	88
	161/10	00	09	26

1	2	3	4	5
3) गिडिजाला (निरंतर)	161/11	00	07	75
	161/12	00	02	67
	162	00	49	35
	171/1	00	01	96
	171/2	00	05	80
	171/3	00	03	97
	171/4	00	04	87
	171/5	00	03	97
	171/7	00	00	10
	171/8	00	03	88
	171/9	00	03	99
	171/10	00	04	85
	171/11	00	03	91
	171/12	00	02	56
	171/13	00	00	38
	175	00	30	39
	170/1	00	00	30
	172	00	00	98
	173	00	01	08
मुच्चर्ला	59/14	00	06	50
	59/2	00	01	14
	59/1	00	03	99
	58	00	00	22
	57/2	00	08	37
	51	00	18	31
	49/5	00	27	27
	49/4	00	04	70
	50/1	00	04	17
	50/2	00	02	30
	50/3	00	02	00
	50/4	00	00	81
	50/5	00	00	90
	50/9	00	22	02
	35	00	09	37
	33	00	74	16
	34	00	00	10
	32/2	00	62	81
	30	00	18	82
	29	00	23	52
	28	00	30	57
	27	00	11	74
	19	00	12	62

1	2	3	4	5
4) पुच्यर्ला (निरंतर)	18	00	05	57
	17	00	22	16
	9	01	52	69
5) कनगम	1	00	45	32

[फा सं. एल-14014/31/2010-जी.पी.(खण्ड-II)]
के .के .शर्मा, अवर सचिव

New Delhi, the 10th February, 2011

S. O. 433.— Whereas by notification of Government of India in Ministry of Petroleum and Natural Gas number S.O. 1534 dated 08th June , 2010, 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), Government of India 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 Kakinada-Basudebpur-Howrah gas pipeline for transportation of natural gas from onshore terminal at East coast of Andhra Pradesh of M/s Reliance Industries Limited by M/s Relogistics Infrastructure Limited to the consumers in various parts of the country;

And whereas, the copies of the said Gazette notification were made available to the public on or before 16th October, 2010;

And whereas, the objections received from the public to the laying of the pipeline have been considered and disallowed by the Competent Authority;

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

And whereas, Government of India, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, Government of India hereby declares that the Right of User in the 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, Government of India hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in Government of India, vest on the date of publication of the declaration, in M/s Relogistics Infrastructure Limited, free from all encumbrances

Schedule

Mandal/Tehsil/Taluk:Pendurthi	District:Visakhapatnam	State:ANDHRA PRADESH		
Village	Survey No./Sub-Division No.	Area to be acquired for RoU		
		Hec	Are	C-Are
1	2	3	4	5
1) Pinnagadi	5/1	00	11	78
	7/1	01	46	15
	9	00	00	91
	24	00	03	41
	20	00	35	52
	27/2	00	19	71
	27/3	00	80	02
	27/4	00	21	87
	28	00	39	50
2) Gorapalli	18	00	01	30
	20	00	53	43
	23/2	00	15	15
	23/3	00	06	17
	23/4	00	53	57
	23/5	00	01	74
	37/2F	00	00	75
	32/3E	00	00	63
	32/3F	00	05	50
	32/3C	00	00	86
	32/3G	00	02	88
	32/3H	00	02	22
	32/4A	00	01	53
	32/5C	00	02	50
	32/5B	00	01	56
	31	00	00	43
	32/6C	00	02	69
	32/6B	00	02	08
	32/6A	00	01	33
	32/7B	00	00	10
	In bet. Suy no. 32/6C & 32/17A	00	03	79
	In bet. Suy no. 32/6A & 32/17B	00	04	84
	32/17A	00	02	62
	32/17B	00	02	19
	32/18A	00	02	33
	32/18B	00	00	92
	In bet. Suy no. 32/7B & 32/12A	00	05	39
	32/12G	00	01	64

1	2	3	4	5
2) Gorapalli (Contd)	32/12H	00	01	65
	32/12F	00	02	81
	32/12E	00	01	82
	33/19D	00	00	10
	33/19C	00	05	76
	32/12C	00	00	10
	32/12D	00	00	18
	33/19A	00	00	32
	33/19B	00	00	82
	33/19E	00	03	36
	33/19F	00	01	89
	33/19G	00	00	87
	33/19H	00	01	38
	33/19K	00	00	16
	33/19J	00	01	28
	33/19I	00	03	48
	33/18D	00	00	10
	33/18E	00	00	69
	33/11B	00	00	10
	33/11C	00	02	12
	33/20	00	06	39
	29/1C	00	02	15
	29/1B	00	07	30
	29/1D	00	05	21
	29/1H	00	02	82
	29/3E	00	00	33
	29/3D	00	00	35
	29/1G	00	04	54
	29/1F	00	02	04
	29/3F	00	00	59
	29/3C	00	01	89
	29/3B	00	00	50
	29/4	00	02	33
	29/7A	00	01	20
	29/7B	00	00	40
	29/7D	00	08	37
	29/7E	00	03	98
	65	00	05	63
	92/5	00	23	13
	92/6	00	08	64
	92/3	00	01	66
	92/4	00	23	66

1	2	3	4	5
2) Gorapalli (Contd)	91	00	05	57
	93	00	43	90
	95	00	05	26
	85/13	00	12	38
	85/15	00	00	93
	85/14	00	04	14
	85/12	00	00	36
	85/11	00	06	24
	85/10	00	05	55
	85/9	00	03	08
	85/4	00	00	24
	84/4A	00	01	22
	84/1F	00	01	05
	84/1G	00	00	10
	84/1E	00	02	73
	84/1D	00	01	53
	84/1C	00	03	10
	84/1B	00	02	92
	84/1A	00	02	25
	84/2A	00	03	75
	84/2C	00	00	10
	84/4E	00	00	10
	78/9B	00	00	10
	78/9C	00	01	27
	78/9D	00	01	31
	78/13B	00	04	09
	78/13E	00	00	10
	78/13A	00	04	31
	78/13C	00	03	22
	78/13D	00	02	29
	78/12B	00	05	47
	78/12A	00	00	41
	82	00	01	58
	80/6	00	02	34
	80/5	00	17	48
3) Saripalli	32/1	00	23	47
	34/4	00	02	95
	34/3	00	04	13
	34/5	00	00	54
	34/1	00	04	45
	31/3	00	01	82
	31/2	00	01	76

1	2	3	4	5
3) Saripalli (Contd)	31/1	00	12	13
	30/8	00	06	79
	30/9	00	02	77
	30/15	00	05	08
	30/16	00	00	10
	30/14	00	09	48
	30/17	00	00	24
	30/13	00	09	12
	29/11	00	07	66
	29/12	00	00	10
	29/13	00	04	29
	29/10	00	03	42
	29/9	00	00	10
	29/8	00	01	70
	29/15	00	01	37
	29/14	00	07	32
	29/6	00	00	32
	29/5	00	05	66
	29/4	00	04	08
	28/1	00	01	86
	28/2	00	02	28
	27/10	00	04	99
	27/11	00	09	14
	27/13	00	00	53
	27/14	00	03	78
	27/8	00	07	31
	27/18	00	05	47
	27/7	00	06	02
	27/4	00	01	07
	27/5	00	06	57
	27/6	00	03	36
	45	00	23	37
	46	00	04	91
	19/3A	00	06	70
	19/3B	00	06	13
	18	00	08	53
	168/4	00	00	13
	167/10	00	02	16
	167/9	00	18	84
	167/12	00	07	59
	167/13	00	05	69
	167/6	00	00	67

1	2	3	4	5
3) Saripalli (Contd)	166/3	00	06	52
	166/4	00	00	13
	166/2	00	01	33
	166/1	00	06	55
	166/11	00	07	42
	166/12	00	07	16
	166/10	00	00	16
	166/13	00	02	44
	189	00	18	65
	188/3	00	12	03
	188/2	00	01	32
	188/4	00	04	57
	188/5	00	07	33
	188/6	00	02	46
	187/5	00	04	42
	188/15	00	00	29
	187/6	00	07	10
	187/7	00	06	29
	188/16	00	01	63
	188/17	00	00	46
	187/11	00	01	08
	197/1	00	00	28
	200/2	00	10	85
	198/3	00	04	26
	198/4	00	02	06
	198/2	00	08	45
	198/1	00	01	44
	198/7	00	04	03
	198/8	00	03	97
	198/11	00	01	70
	198/10	00	08	48
	198/9	00	02	08
	199/4	00	08	42
	199/5	00	06	88
	199/6	00	00	10
	199/9	00	06	61
	199/3	00	03	45
	199/2	00	05	75
	199/10	00	01	90
	206	00	04	26
	207/1	00	02	64
	207/2	00	01	63

1	2	3	4	5
3) Saripalli (Contd)	208/7B	00	05	50
	208/8	00	13	78
	208/9B	00	00	23
	208/12	00	01	78
	208/11	00	07	24
	211	00	23	83
	209/14	00	00	10
	209/15	00	03	07
	209/16	00	04	32
	209/17	00	04	64
	210	00	18	77
	205	00	00	64
4) Mudapaka	149/1	00	56	81
	149/2	00	08	53
	148/5	00	26	35
	150/1	00	06	72
	147/13	00	27	25
	150/2	00	00	83
	147/14	00	08	60
	147/12	00	08	30
	138/1	00	09	75
	147/11	00	00	46
	138/3A	00	16	89
	138/3B	00	08	34
	138/2	00	01	64
	138/7A	00	00	10
	139/22	00	01	09
	139/23	00	03	89
	139/24	00	02	52
	139/27	00	01	08
	139/13	00	01	37
	139/25	00	02	83
	139/26	00	03	65
	139/28	00	01	53
	139/12	00	02	22
	139/11	00	05	26
	139/10	00	00	10
	127/2	00	40	67
	122	00	02	61
	119/6	00	05	20
	121	00	27	82
	123/10	00	01	58

1	2	3	4	5
4) Mudapaka (Contd)	123/9	00	04	73
	123/8	00	00	29
	123/7	00	08	96
	123/5	00	18	43
	123/4	00	00	10
	123/6	00	03	62
	124/4	00	27	21
	193	00	03	19
	194/1	00	21	01
	197/4	00	00	20
	198/1	00	11	34
	198/2	00	13	36
	198/3	00	08	62
	201	00	01	95
	202/10B	00	01	78
	202/10A	00	06	88
	202/10C	00	01	01
	202/9B	00	17	27
	202/9A	00	08	21
	202/8C	00	05	32
	202/8A	00	05	77
	202/8B	00	04	43
	202/1	00	34	49
	209	00	46	89
	200	00	00	94
	210/1B	00	06	16
	210/1A	00	24	10
	89/6	00	01	49
	89/5	00	13	68
	89/4	00	11	95
	89/2	00	04	97
	89/1	00	14	17
	90	00	45	04
	86	01	24	38
	77	00	30	85
	76	00	80	79
	1	01	56	10
Mandal/Tehsil/Taluk:Anandapuram	**District:Visakhapatnam**	**State:ANDHRA PRADESH**		
1) Ramavaram	38	01	35	14
	35	00	73	78
	1	01	86	07
	33	00	06	94
	32	00	35	63

1	2	3	4	5
1) Ramavaram (Contd)	3/1	00	40	85
	4	00	13	33
	5	00	16	78
	7/1	00	15	88
	6/2	00	60	67
	6/3	00	12	46
	100/1	00	16	14
2) Gorinta	40	00	88	49
	39/7	00	05	81
	39/8	00	10	10
	39/9	00	00	78
	39/6	00	02	24
	39/5	00	05	50
	39/4	00	06	32
	39/1	00	02	25
	39/2	00	08	96
	39/3	00	03	94
	37/9	00	00	10
	37/15	00	05	21
	37/16	00	02	36
	37/19	00	06	09
	48/8	00	00	52
	37/17	00	01	29
	37/18	00	02	28
	48/2	00	08	75
	48/1	00	12	26
	49/4	00	11	13
	49/5	00	35	45
	58/3	00	01	34
	58/2	00	28	72
	58/10	00	00	10
	58/8	00	01	84
	58/4	00	03	20
	58/7	00	02	60
	58/6	00	05	16
	58/5	00	27	18
	61/2	00	12	32
	59	00	04	41
	60/1	00	11	19
	61/4	00	44	76
	64	00	02	44
	71/15	00	00	10

1	2	3	4	5
2) Gorinta (Contd)	71/16	00	00	87
	71/17	00	05	17
	65	00	02	18
	70/5	00	03	77
	70/4	00	11	74
	70/6	00	02	09
	70/8	00	06	50
	70/7	00	06	80
	70/14	00	00	57
	70/13	00	04	99
	70/12	00	05	79
	70/9	00	00	40
	70/10	00	00	40
	70/11	00	00	43
	70/15	00	17	62
	70/16	00	08	24
	70/17	00	06	17
	97/4	00	01	62
	98/5	00	02	04
	98/7	00	31	71
	103/1	00	02	26
	97/9	00	04	75
	97/5	00	02	86
	97/8	00	08	26
	98/2	00	02	49
	98/3	00	00	17
	96	00	04	45
	94/1	00	31	57
	94/2	00	09	92
	94/3	00	04	83
	93/1	00	00	15
	92	00	07	25
	90/2	00	62	51
	89/4	00	05	19
	89/3	00	13	43
3) Gidijala	65	00	48	41
	64	00	61	54
	63/8	00	29	82
	63/7	00	21	97
	63/6	00	19	76
	63/5	00	15	58
	63/4	00	14	71

1	2	3	4	5
3) Gidijala (Contd)	63/3	00	15	69
	63/2	00	14	48
	63/1	00	20	02
	53	00	00	18
	52/4	00	66	43
	51/11	00	38	11
	51/10	00	01	91
	50/7	00	33	72
	50/6	00	04	04
	50/5	00	14	51
	50/4	00	02	63
	49/9	00	00	10
	49/8	00	00	10
	49/2	00	15	25
	49/1	00	02	30
	49/3	00	14	33
	49/4	00	04	52
	49/5	00	09	71
	6/21	00	01	99
	48	00	04	73
	7/22	00	02	24
	7/17	00	05	88
	6/13	00	00	10
	7/16	00	04	56
	7/18	00	05	41
	7/19	00	07	37
	7/20	00	03	79
	7/21	00	01	23
	7/13	00	00	30
	7/12	00	02	06
	7/11	00	06	12
	7/10	00	02	97
	36/3	00	05	34
	36/2	00	05	29
	36/9	00	13	29
	36/13	00	00	10
	36/10	00	04	13
	36/11	00	12	84
	36/12	00	00	74
	36/16	00	00	92
	35/4	00	16	22
	35/5	00	00	11

1	2	3	4	5
3) Gidijala (Contd)	35/11	00	09	89
	35/12	00	09	89
	35/13	00	09	45
	35/17	00	08	75
	35/19	00	00	69
	35/20	00	09	42
	38/1	00	00	95
	38/2	00	08	26
	38/4	00	24	38
	38/7	00	11	72
	38/8	00	12	94
	40	00	03	19
	41/1	00	06	21
	41/2	00	11	80
	41/3	00	03	03
	41/8	00	01	72
	41/7	00	06	91
	41/11	00	08	78
	41/12	00	06	15
	41/15	00	06	60
	41/16	00	11	25
	114/14	00	05	50
	114/13	00	06	53
	114/2	00	07	38
	114/3	00	08	60
	114/4	00	03	84
	114/1	00	23	52
	115/17	00	03	27
	115/10	00	01	75
	115/11	00	01	26
	115/12	00	14	85
	115/13	00	15	65
	115/14	00	01	18
	115/1	00	02	82
	123/9	00	02	87
	123/8	00	00	32
	123/10	00	02	06
	123/11	00	06	44
	123/21	00	07	61
	123/20	00	00	10
	123/18	00	07	80
	123/22	00	06	54

1	2	3	4	5
3) Gidijala (Contd)	124/1	00	01	95
	124/11	00	08	23
	124/12	00	06	50
	124/13	00	03	06
	124/15	00	00	10
	124/14	00	16	27
	124/9	00	08	01
	128/1	00	10	13
	128/6	00	10	30
	127/4	00	00	91
	127/5	00	10	03
	127/14	00	07	23
	127/15	00	05	21
	127/6	00	07	15
	127/9	00	02	77
	127/8	00	13	35
	127/7	00	00	82
	127/10	00	08	07
	127/11	00	19	67
	127/12	00	00	98
	159/1	00	02	43
	159/2	00	11	29
	159/6	00	01	53
	159/7	00	06	63
	159/17	00	00	14
	In bet suy no. 159/7 & 159/13	00	06	85
	159/8	00	05	41
	159/13	00	07	74
	159/9	00	04	04
	159/11	00	06	54
	159/10	00	12	90
	160/2	00	15	91
	126	00	03	26
	160/1	00	09	36
	160/5	00	00	28
	161/4	00	14	74
	161/5	00	00	93
	161/6	00	03	43
	161/8	00	07	42
	161/3	00	05	52
	161/2	00	00	88
	161/10	00	09	26

1	2	3	4	5
3) Gidijala (Contd)	161/11	00	07	75
	161/12	00	02	67
	162	00	49	35
	171/1	00	01	96
	171/2	00	05	80
	171/3	00	03	97
	171/4	00	04	87
	171/5	00	03	97
	171/7	00	00	10
	171/8	00	03	88
	171/9	00	03	99
	171/10	00	04	85
	171/11	00	03	91
	171/12	00	02	56
	171/13	00	00	38
	175	00	30	39
	170/1	00	00	30
	172	00	00	98
	173	00	01	08
4) Muchcherla	59/14	00	06	50
	59/2	00	01	14
	59/1	00	03	99
	58	00	00	22
	57/2	00	08	37
	51	00	18	31
	49/5	00	27	27
	49/4	00	04	70
	50/1	00	04	17
	50/2	00	02	30
	50/3	00	02	00
	50/4	00	00	81
	50/5	00	00	90
	50/9	00	22	02
	35	00	09	37
	33	00	74	16
	34	00	00	10
	32/2	00	62	81
	30	00	18	82
	29	00	23	52
	28	00	30	57
	27	00	11	74
	19	00	12	62

4) Muchukuru (Contd.)	18	00	05	57
	17	00	22	16
	9	01	52	69
5) Kagaman	1	00	45	32

[F. No. L-14014/31/2010-G.P.(Vol.-II)]
K. K. SHARMA, Under Secy.

नई दिल्ली, 10 फरवरी, 2011

का. आ. 434.— भारत सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 1533, तारीख 08 जून, 2010 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, मैसर्स रिलाएंस इन्डस्ट्रीज लिमिटेड के आन्ध्र प्रदेश में पूर्वी तट पर ऑनशोर टरमिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकीनाडा- वासुदेवपुर-हावडा गैस 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 जनता को तारीख 12 अक्तूबर, 2010 को अथवा उससे पूर्व उपलब्ध करा दी गई थीं ;

और, पाइपलाइन बिछाने के सम्बन्ध में, जनता की ओर से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और अननुज्ञात कर दिया गया;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है ;

और, भारत सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चिय किया है ;

अतः, अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से भारत सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड में निहित होगा।

अनुसूची

मंडल/ तेहसिल/ तालुक : आनंदपुरम	जिला :विशाखापट्नम	राज्य :आन्ध्र प्रदेश		
गाँव का नाम	सर्वे सं/सब डिविजन सं.	आर.ओ.यू.अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	सि एयर
1	2	3	4	5
1) वकुरूपालेम	56/1	00	17	32
	57	00	54	13
	60	00	03	91
	47/26	00	06	41
	47/25	00	00	51
	47/24	00	01	53
	47/23	00	04	25
	47/21	00	02	35
	47/20	00	00	59
	47/22	00	05	91
	47/17	00	01	53
	47/15	00	05	57
	47/14	00	04	00
	61/6	00	00	85
	61/3	00	03	47
	61/5	00	05	26
	61/7	00	00	83
	61/8	00	01	91
	61/9	00	01	09
	61/19	00	00	63
	61/10	00	02	61
	61/2	00	04	82
	61/1	00	00	83
	61/11	00	05	09
	61/12	00	00	69
	61/13	00	00	62
	62/18	00	05	43
	62/22	00	01	96
	62/21	00	01	44
	62/20	00	01	55
	62/19	00	01	50
	62/17	00	00	54
	62/16	00	01	89
	62/29	00	02	34
	62/15	00	02	44
	62/14	00	03	47
	62/13	00	00	97

1	2	3	4	5
1) वकुरूपालेम (निरंतर)	62/12	00	00	91
	62/10	00	06	89
	62/8	00	01	66
	62/7	00	05	89
	62/5	00	01	21
	62/6	00	07	13
	63/24	00	03	22
	63/23	00	01	10
	63/25	00	03	90
	63/26	00	01	32
	63/17	00	01	55
	63/27	00	01	58
	63/28	00	10	13
	63/16	00	09	44
	63/13	00	05	81
	63/14	00	05	51
	63/7	00	01	18
	63/6	00	02	07
	63/5	00	01	94
	63/4	00	02	57
	63/15	00	00	10
	63/3	00	06	89
	63/2	00	02	72
	63/1	00	07	05
	64/1	00	01	27
	41/36	00	01	30
	41/35	00	01	23
	41/34	00	00	23
	41/14	00	06	81
	41/13	00	05	38
	41/12	00	09	94
	41/11	00	02	26
	41/10	00	01	41
	41/9	00	01	08
	41/8	00	02	14
	41/7	00	05	91
	41/6	00	02	97
	66	00	00	75
	65/8	00	28	69
	65/5	00	10	67
	65/4	00	13	00
	65/2	00	10	78

1	2	3	4	5
1) वकुरूपालेम (निरंतर)	65/1	00	02	47
	67	00	18	06
	38/7	00	06	66
	38/6	00	00	17
	38/3	00	28	36
	38/4	00	10	53
	38/1	00	11	68
	68	00	99	65
2) कुसुलुवाडा	104	01	55	93
	98	00	49	73
	106	00	24	00
	140	00	84	65
	139	00	37	79
	138	00	36	64
	136	00	74	57
	133	01	34	91
	129/7	00	00	10
	129/8	00	05	32
	129/9	00	00	18
	129/10	00	20	34
	129/11	00	00	23
	129/12	00	06	14
	129/13	00	08	43
	130/1	00	04	26
	128/10	00	21	59
	127	00	01	50
	125/2	00	00	10
	125/3	00	14	19
	125/5	00	10	59
	125/6	00	06	74
	125/7	00	09	49
	125/8	00	00	11
	156/10	00	02	67
	156/11	00	00	10
	156/12	00	02	62
	156/13	00	01	45
	156/14	00	00	43
	156/15	00	06	67
	156/16	00	10	54
	156/17	00	03	02
	156/19	00	01	47
	156/20	00	09	18

1	2	3	4	5
2) कुसुलुवाडा (निरंतर)	156/21	00	02	70
	156/22	00	01	54
	156/23	00	01	09
	156/24	00	08	27
	156/25	00	00	10
	157/1	00	02	86
	157/2	00	02	52
	157/3	00	04	58
	157/4	00	02	01
	157/5	00	01	20
	157/6	00	07	59
	157/11	00	00	17
	157/12	00	00	90
	157/13	00	00	10
	212	00	01	21
	210	00	52	16
	209	00	13	38
	208	00	25	11
	207	00	03	16
	206/1	00	09	68
	203	00	82	22
	204	00	04	60
	201/1	00	00	75
	201/2	00	36	70
	200	00	15	80
	189/2	00	18	83
	189/2/1	00	07	38
	189/3	00	00	37
	189/4	00	06	04
	189/5	00	02	94
	189/6	00	04	96
	189/7	00	03	89
	189/8	00	01	69
	189/9	00	00	15
	189/12	00	07	84
	190	00	01	28
	185/4	00	00	10
	185/5	00	01	26
	185/8	00	01	27
	188/1	00	06	19
	188/2	00	10	25
	185/9	00	00	10

1	2	3	4	5
2) कुसुलुवाडा (निरंतर)	185/10	00	35	63
	186/1/ए	00	12	61
	186/1/बी	00	11	29
	186/4	00	00	51
3) बोनि	195	00	35	25
	177	00	11	80
	148	00	13	27
	141	00	16	11
	140	00	20	60
मंडल/ तेहसिल/ तालुक ः पदमानाभाम	जिला ःविशाखापट्टनम	राज्य ःआन्ध्र प्रदेश		
1) पन्डरन्गी	305	01	06	54
	269/2	00	69	51
	269/1	00	01	58
	265	00	00	68
	264/2	00	38	48
	271/2	00	00	30
	271/1	00	12	13
	264/1	00	07	44
	272	00	03	59
	260/3	00	15	39
	260/1	00	18	89
	261/5	00	40	66
	261/4	00	00	10
	261/1	00	01	26
	261/6	00	01	76
	257/1	00	00	10
	130/3	00	02	71
	130/7	00	07	69
	131/12	00	01	71
	131/11	00	03	72
	131/10	00	07	03
	131/13	00	03	69
	131/14	00	01	52
	131/9	00	01	42
	131/8	00	00	10
	131/5	00	02	57
	131/6	00	00	16
	131/4	00	03	80
	131/18	00	00	12
	131/3	00	06	24
	131/1	00	00	78
	131/2	00	34	36
	142/2	00	02	05

1	2	3	4	5
1) पन्डरन्गी (निरंतर)	134/1	00	18	55
	135	00	60	02
	140/17	00	00	53
	140/16	00	00	10
	136/9	00	02	36
	136/7	00	10	42
	136/10	00	01	26
	136/8	00	01	61
	136/6	00	17	96
	136/5	00	06	09
	136/4	00	11	24
	137	00	04	21
	169/17	00	00	36
	169/15	00	04	54
	169/16	00	00	41
	169/19	00	00	10
	169/14	00	00	25
	169/12	00	02	82
	169/1बी	00	03	58
	169/11	00	03	86
	169/2ए	00	07	35
	169/1ए	00	02	38
	169/3ए	00	00	40
	169/4	00	00	16
	168	00	03	91
	159/3	00	00	81
	159/4	00	26	58
	159/5	00	05	22
	159/9	00	11	03
	159/8	00	18	18
	161/6	00	10	59
	159/7	00	00	20
	161/5	00	03	59
	161/4	00	19	80
	161/1	00	06	08
	161/2	00	12	16
	161/3	00	05	15
	118/3	00	22	75
	162/1	00	23	77
	162/2	00	23	77
	117/1	00	02	06
	117/12	00	05	60

1	2	3	4	5
1) पन्डरन्गी (निरंतर)	117/9	00	06	19
	117/8	00	06	65
	117/7	00	02	55
	117/6	00	03	76
	117/3	00	02	15
	117/2	00	00	63
	117/4	00	01	91
	117/5	00	00	90
	112/12	00	01	15
	112/11	00	00	10
	112/13	00	09	65
	112/8	00	08	96
	112/7	00	03	50
	111/1	00	19	82
	112/6	00	02	22
	112/3	00	01	32
	111/2	00	07	06
	114	00	00	10
	113	00	05	44
	99/1	00	22	63
	100/21	00	13	65
	101/2	00	13	69
	101/1	00	09	57
	101/3	00	01	76
	101/4	00	17	16
	101/5	00	06	13
	101/8	00	06	99
	102	00	00	80
	87	00	02	51
	86	00	36	63
	88/4	00	13	86
	88/5	00	25	85
	89/2	00	01	46
	81	00	05	03
	85/1	00	08	75
	82	01	01	56
	83	00	06	29
	85/4	00	02	72
	36	00	33	98
2) वेन्कटापुरम	42/1	00	06	82
	42/6	00	01	42
	42/7	00	07	88

1	2	3	4	5
2) वेन्कटापुरम (निरंतर)	42/8	00	08	01
	41/4	00	05	63
	41/3	00	06	80
	41/5	00	05	45
	41/2	00	03	89
	41/1	00	01	33
	41/6	00	09	54
	41/7	00	01	44
	41/8	00	04	25
	41/9	00	00	96
	41/10	00	00	42
	41/11	00	00	49
	40/16	00	00	53
	40/17	00	13	79
	5	00	63	14
	3	00	07	20
	2/22	00	00	10
	2/23	00	07	39
	2/19	00	00	81
	2/18	00	00	10
	40/1	00	10	82
	4	00	00	62
3) कोराडा	241	00	18	77
	242	00	29	70
	254	00	12	08
	253/8	00	04	08
	253/9	00	08	52
	253/10	00	00	52
	253/13	00	01	44
	253/14	00	00	10
	253/7	00	08	82
	253/6	00	05	87
	252/1	00	30	46
	252/2	00	31	43
	251	00	16	57
	250/4	00	13	68
	250/5	00	02	37
	65/16	00	06	32
	65/15	00	03	29
	65/14	00	05	25
	65/7	00	02	38
	65/5	00	02	38

1	2	3	4	5
3) कोराडा (निरंतर)	65/13	00	08	20
	65/12	00	12	24
	65/11	00	00	10
	65/10	00	06	13
	65/8	00	00	31
	65/9	00	14	45
	64/13	00	02	44
मंडल/ तेहसिल/ तालुक ः भीमुनिपटनम	जिला ःविशाखापट्नम	राज्य ःआन्ध्र प्रदेश		
1) दाकामरी	21/2	00	52	01
	22/2	00	04	80
	22/1	00	05	00
	22/3	00	20	76
	सर्वे न. 22/3 और 26/1 के बीच में	00	04	69
	28	00	02	37
	26/1	00	02	10
	27/7	00	16	51
	27/8	00	09	08
	27/6	00	00	60
	27/4	00	13	59
	35/11	00	01	81
	35/3	00	03	95
	35/2	00	13	46
	35/1	00	15	80
	35/9	00	03	41
	32/13	00	00	55
	32/14	00	13	39
	27/1	00	00	10
	33/4	00	05	49
	33/5	00	13	87
	33/6	00	01	39
	33/3	00	05	57
	33/7	00	18	22
	33/8	00	00	14
	33/11	00	02	30
	14/13	00	14	71
	14/14	00	09	62
	12	00	14	65
	87/13	00	00	23
	87/1	00	11	13
	88/2	00	02	89
	88/7	00	20	74
	88/9	00	00	14
	88/6	00	14	77

1	2	3	4	5
1) दाकामरी (निरंतर)	88/5	00	02	50
	88/4	00	00	10
	88/10	00	14	16
	88/11	00	00	49
	89	00	03	15
	90/8	00	08	24
	90/9	00	04	69
	90/15	00	02	96
	90/14	00	03	84
	90/17	00	07	80
	90/16	00	00	10
	90/18	00	04	95
	91/12	00	02	52
	91/13	00	07	34
	91/16	00	00	41
	91/14	00	03	94
	91/8	00	01	70
	91/7	00	07	52
	91/6	00	03	37
	99/1	00	00	42
	98/17	00	05	30
	98/16	00	00	33
	98/14	00	15	39
	98/7	00	00	57
	98/13	00	01	11
	98/12	00	18	27
	105	00	14	16
	106/1	00	10	76
	106/2	00	05	91
	106/3	00	07	96
	107	00	08	40
	108/1	00	17	58
	108/2	00	48	33
	108/3	00	00	55
	212	00	14	83
	201/1	00	00	10
	201/2	00	36	48
	201/3	00	06	82
	201/4	00	73	58
	199/5	00	00	10
	199/4	00	08	01
	199/3	00	09	94

1	2	3	4	5
1) दाकामरी (निरंतर)	199/6	00	07	12
	199/2	00	00	10
	199/1	00	05	42
	199/10	00	01	42
	199/8	00	05	35
	199/9	00	12	93
	198/1	00	06	79
	198/2	00	02	60
	216	00	07	99
	217	00	01	30
	218	00	27	63
	219/12	00	05	70
	219/5	00	01	14
	219/11	00	15	81
	219/10	00	03	88
	219/8	00	15	52
	219/7	00	00	10
	243	00	09	87
	348	00	42	39
	244/8	00	10	22
	244/9	00	21	05
	244/10	00	01	44
	244/6	00	12	76
	244/4	00	01	23
	244/5	00	08	29
	245	00	12	56
	246/7	00	09	32
	246/4	00	00	28
	246/5	00	03	76
	246/6	00	09	62
	246/8	00	10	42
	246/9	00	11	21
	260/3	00	15	72
	260/1	00	08	56
	252	00	89	50
	256/3	00	17	60
	257	00	07	82
	269/2	00	00	23
	268/1	00	00	45
	269/6	00	35	16
	269/4	00	22	28
	269/5	00	02	02

1	2	3	4	5
1) दाकमरी (निरंतर)	273	00	03	34
	272/3	00	07	43
	272/4	00	17	53
	274	00	06	69
2) वोडामेट्टापालेम	71	00	09	28
	72/10	00	10	81
	72/11	00	11	15
	72/12	00	03	43
	72/14	00	00	65
	72/13	00	00	82
	72/9	00	02	00
	72/8	00	07	81
	72/7	00	04	24
	72/6	00	15	10
	72/4	00	02	66
	72/3	00	01	48
	72/1	00	00	10
	72/2	00	00	30
	64/7	00	02	72
	64/6	00	00	42
	64/2	00	06	29
	64/3	00	00	90
	64/1	00	04	68
	65/16	00	10	76
	65/17	00	04	77
	58/5	00	14	26
	58/4	00	13	03
	58/3	00	08	19
	58/2	00	15	14
	58/1	00	00	10
	57/4	00	12	72
	57/3	00	00	74
	57/6	00	01	66
	57/2	00	00	13
	57/5	00	05	64
	57/11	00	13	18
	57/9	00	14	12
	56/10	00	02	98
	56/17	00	01	13
	56/18	00	10	24
	56/19	00	08	59
	56/20	00	00	95

1	2	3	4	5
2) वोडामेट्टापालेम (निरंतर)	56/16	00	16	88
	56/13	00	00	10
	56/14	00	07	42
	56/15	00	07	50
	55/3	00	00	39
	55/1	00	01	77
	50/9	00	00	12
	50/8	00	03	24
	50/7	00	04	95
	50/6	00	00	47
	50/21	00	07	68
	50/20	00	04	26
	50/22	00	01	89
	50/19	00	05	73
	50/18	00	04	80
	50/17	00	06	26
	50/15	00	00	81
	54/2	00	23	85
	54/7	00	01	55
	54/6	00	00	25
	53	00	38	56

[फा सं. एल.-14014/31/2010 जी.पी.(खण्ड-II)]
के .के .शर्मा, अवर सचिव

New Delhi, the 10th February, 2011

S. O. 434.— Whereas by notification of Government of India in Ministry of Petroleum and Natural Gas number S.O. 1533 dated 08th June , 2010, 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), Government of India 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 Kakinada-Basudebpur-Howrah gas pipeline for transportation of natural gas from onshore terminal at East coast of Andhra Pradesh of M/s Reliance Industries Limited by M/s Relogistics Infrastructure Limited to the consumers in various parts of the country;

And whereas, the copies of the said Gazette notification were made available to the public on or before 12th October, 2010;

And whereas, the objections received from the public to the laying of the pipeline have been considered and disallowed by the Competent Authority;

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

And whereas, Government of India, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, Government of India hereby declares that the Right of User in the 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, Government of India hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in Government of India, vest on the date of publication of the declaration, in M/s Relogistics Infrastructure Limited, free from all encumbrances

Schedule

Mandal/Tehsil/Taluk:Anandapuram	District:Visakhapatnam	State:ANDHRA PRADESH		
Village	Survey No./Sub-Division No.	Area to be acquired for RoU		
		Hec	Are	C-Are
1	2	3	4	5
1) Bakurupalem	56/1	00	17	32
	57	00	54	13
	60	00	03	91
	47/26	00	06	41
	47/25	00	00	51
	47/24	00	01	53
	47/23	00	04	25
	47/21	00	02	35
	47/20	00	00	59
	47/22	00	05	91
	47/17	00	01	53
	47/15	00	05	57
	47/14	00	04	00
	61/6	00	00	85
	61/3	00	03	47
	61/5	00	05	26
	61/7	00	00	83
	61/8	00	01	91
	61/9	00	01	09
	61/19	00	00	63
	61/10	00	02	61
	61/2	00	04	82
	61/1	00	00	83
	61/11	00	05	09
	61/12	00	00	69
	61/13	00	00	62
	62/18	00	05	43
	62/22	00	01	96
	62/21	00	01	44
	62/20	00	01	55
	62/19	00	01	50
	62/17	00	00	54
	62/16	00	01	89
	62/29	00	02	34
	62/15	00	02	44
	62/14	00	03	47
	62/13	00	00	97

1	2	3	4	5
1) Bakurupalem (Contd)	62/12	00	00	91
	62/10	00	06	89
	62/8	00	01	66
	62/7	00	05	89
	62/5	00	01	21
	62/6	00	07	13
	63/24	00	03	22
	63/23	00	01	10
	63/25	00	03	90
	63/26	00	01	32
	63/17	00	01	55
	63/27	00	01	58
	63/28	00	10	13
	63/16	00	09	44
	63/13	00	05	81
	63/14	00	05	51
	63/7	00	01	18
	63/6	00	02	07
	63/5	00	01	94
	63/4	00	02	57
	63/15	00	00	10
	63/3	00	06	89
	63/2	00	02	72
	63/1	00	07	05
	64/1	00	01	27
	41/36	00	01	30
	41/35	00	01	23
	41/34	00	00	23
	41/14	00	06	81
	41/13	00	05	38
	41/12	00	09	94
	41/11	00	02	26
	41/10	00	01	41
	41/9	00	01	08
	41/8	00	02	14
	41/7	00	05	91
	41/6	00	02	97
	66	00	00	75
	65/8	00	28	69
	65/5	00	10	67
	65/4	00	13	00
	65/2	00	10	78

1	2	3	4	5
1) Bakurupalem (Contd)	65/1	00	02	47
	67	00	18	06
	38/7	00	06	66
	38/6	00	00	17
	38/3	00	28	36
	38/4	00	10	53
	38/1	00	11	68
	68	00	99	65
2) Kusuluvada	104	01	55	93
	98	00	49	73
	106	00	24	00
	140	00	84	65
	139	00	37	79
	138	00	36	64
	136	00	74	57
	133	01	34	91
	129/7	00	00	10
	129/8	00	05	32
	129/9	00	00	18
	129/10	00	20	34
	129/11	00	00	23
	129/12	00	06	14
	129/13	00	08	43
	130/1	00	04	26
	128/10	00	21	59
	127	00	01	50
	125/2	00	00	10
	125/3	00	14	19
	125/5	00	10	59
	125/6	00	06	74
	125/7	00	09	49
	125/8	00	00	11
	156/10	00	02	67
	156/11	00	00	10
	156/12	00	02	62
	156/13	00	01	45
	156/14	00	00	43
	156/15	00	06	67
	156/16	00	10	54
	156/17	00	03	02
	156/19	00	01	47
	156/20	00	09	18

1	2	3	4	5
2) Kusuluvada (Contd)	156/21	00	02	70
	156/22	00	01	54
	156/23	00	01	09
	156/24	00	08	27
	156/25	00	00	10
	157/1	00	02	86
	157/2	00	02	52
	157/3	00	04	58
	157/4	00	02	01
	157/5	00	01	20
	157/6	00	07	59
	157/11	00	00	17
	157/12	00	00	90
	157/13	00	00	10
	212	00	01	21
	210	00	52	16
	209	00	13	38
	208	00	25	11
	207	00	03	16
	206/1	00	09	68
	203	00	82	22
	204	00	04	60
	201/1	00	00	75
	201/2	00	36	70
	200	00	15	80
	189/2	00	18	83
	189/2/1	00	07	38
	189/3	00	00	37
	189/4	00	06	04
	189/5	00	02	94
	189/6	00	04	96
	189/7	00	03	89
	189/8	00	01	69
	189/9	00	00	15
	189/12	00	07	84
	190	00	01	28
	185/4	00	00	10
	185/5	00	01	26
	185/8	00	01	27
	188/1	00	06	19
	188/2	00	10	25
	185/9	00	00	10

1	2	3	4	5
2) Kusuluvada (Contd)	185/10	00	35	63
	186/1/A	00	12	51
	186/1/B	00	11	29
	186/4	00	00	51
3) Boni	195	00	35	25
	177	00	11	80
	148	00	13	27
	141	00	16	11
	140	00	20	60
Mandal/Tehsil/Taluk:Padmanabham	**District:Visakhapatnam**	**State:ANDHRA PRADESH**		
1) Pandrangi	305	01	06	54
	269/2	00	69	51
	269/1	00	01	58
	265	00	00	68
	264/2	00	38	48
	271/2	00	00	30
	271/1	00	12	13
	264/1	00	07	44
	272	00	03	59
	260/3	00	15	39
	260/1	00	18	89
	261/5	00	40	66
	261/4	00	00	10
	261/1	00	01	26
	261/6	00	01	76
	257/1	00	00	10
	130/3	00	02	71
	130/7	00	07	69
	131/12	00	01	71
	131/11	00	03	72
	131/10	00	07	03
	131/13	00	03	69
	131/14	00	01	52
	131/9	00	01	42
	131/8	00	00	10
	131/5	00	02	57
	131/6	00	00	16
	131/4	00	03	80
	131/18	00	00	12
	131/3	00	06	24
	131/1	00	00	78
	131/2	00	34	36
	142/2	00	02	05

1	2	3	4	5
1) Pandrangi (Contd)	134/1	00	18	55
	135	00	60	02
	140/17	00	00	53
	140/16	00	00	10
	136/9	00	02	36
	136/7	00	10	42
	136/10	00	01	26
	136/8	00	01	61
	136/6	00	17	96
	136/5	00	06	09
	136/4	00	11	24
	137	00	04	21
	169/17	00	00	36
	169/15	00	04	54
	169/16	00	00	41
	169/19	00	00	10
	169/14	00	00	25
	169/12	00	02	82
	169/1B	00	03	58
	169/11	00	03	86
	169/2A	00	07	35
	169/1A	00	02	38
	169/3A	00	00	40
	169/4	00	00	16
	168	00	03	91
	159/3	00	00	81
	159/4	00	26	58
	159/5	00	05	22
	159/9	00	11	03
	159/8	00	18	18
	161/6	00	10	59
	159/7	00	00	20
	161/5	00	03	59
	161/4	00	19	80
	161/1	00	06	08
	161/2	00	12	16
	161/3	00	05	15
	118/3	00	22	75
	162/1	00	23	77
	162/2	00	23	77
	117/1	00	02	06
	117/12	00	05	60

1	2	3	4	5
1) Pandrangi (Contd)	117/9	00	06	19
	117/8	00	06	65
	117/7	00	02	55
	117/6	00	03	76
	117/3	00	02	15
	117/2	00	00	63
	117/4	00	01	91
	117/5	00	00	90
	112/12	00	01	15
	112/11	00	00	10
	112/13	00	09	65
	112/8	00	08	96
	112/7	00	03	50
	111/1	00	19	82
	112/6	00	02	22
	112/3	00	01	32
	111/2	00	07	06
	114	00	00	10
	113	00	05	44
	99/1	00	22	63
	100/21	00	13	65
	101/2	00	13	69
	101/1	00	09	57
	101/3	00	01	76
	101/4	00	17	16
	101/5	00	06	13
	101/8	00	06	99
	102	00	00	80
	87	00	02	51
	86	00	36	63
	88/4	00	13	86
	88/5	00	25	85
	89/2	00	01	46
	81	00	05	03
	85/1	00	08	75
	82	01	01	56
	83	00	06	29
	85/4	00	02	72
	36	00	33	98
2) Venkatapuram	42/1	00	06	82
	42/6	00	01	42
	42/7	00	07	88

1	2	3	4	5
2) Venkatapuram (Contd)	42/8	00	08	01
	41/4	00	05	63
	41/3	00	06	80
	41/5	00	05	45
	41/2	00	03	89
	41/1	00	01	33
	41/6	00	09	54
	41/7	00	01	44
	41/8	00	04	25
	41/9	00	00	96
	41/10	00	00	42
	41/11	00	00	49
	40/16	00	00	53
	40/17	00	13	79
	5	00	63	14
	3	00	07	20
	2/22	00	00	10
	2/23	00	07	39
	2/19	00	00	81
	2/18	00	00	10
	40/1	00	10	82
	4	00	00	62
3) Korada	241	00	18	77
	242	00	29	70
	254	00	12	08
	253/8	00	04	08
	253/9	00	08	52
	253/10	00	00	52
	253/13	00	01	44
	253/14	00	00	10
	253/7	00	08	82
	253/6	00	05	87
	252/1	00	30	46
	252/2	00	31	43
	251	00	16	57
	250/4	00	13	68
	250/5	00	02	37
	65/16	00	06	32
	65/15	00	03	29
	65/14	00	05	25
	65/7	00	02	38
	65/5	00	02	38

Continued.....10

1	2	3	4	5
3) Korada (Contd)	65/13	00	08	20
	65/12	00	12	24
	65/11	00	00	10
	65/10	00	06	13
	65/8	00	00	31
	65/9	00	14	45
	64/13	00	02	44
Mandal/Tehsil/Taluk:Bheemunipatnam	**District:Visakhapatnam**		**State:ANDHRA PRADESH**	
1) Dakamarri	21/2	00	52	01
	22/2	00	04	80
	22/1	00	05	00
	22/3	00	20	76
	In bet. Svy. No. 22/3 & 26/1	00	04	69
	28	00	02	37
	26/1	00	02	10
	27/7	00	16	51
	27/8	00	09	08
	27/6	00	00	60
	27/4	00	13	59
	35/11	00	01	81
	35/3	00	03	95
	35/2	00	13	46
	35/1	00	15	80
	35/9	00	03	41
	32/13	00	00	55
	32/14	00	1[illegible]	39
	27/1	00	00	10
	33/4	00	05	49
	33/5	00	13	87
	33/6	00	01	39
	33/3	00	05	57
	33/7	00	18	22
	33/8	00	00	14
	33/11	00	02	30
	14/13	00	14	71
	14/14	00	09	62
	12	00	14	65
	87/13	00	00	23
	87/1	00	11	13
	88/2	00	02	89
	88/7	00	20	74
	88/9	00	00	14
	88/6	00	14	77

1	2	3	4	5
1) Dakamarri (Contd)	88/5	00	02	50
	88/4	00	00	10
	88/10	00	14	16
	88/11	00	00	49
	89	00	03	15
	90/8	00	08	24
	90/9	00	04	69
	90/15	00	02	96
	90/14	00	03	84
	90/17	00	07	80
	90/16	00	00	10
	90/18	00	04	95
	91/12	00	02	52
	91/13	00	07	34
	91/16	00	00	41
	91/14	00	03	94
	91/8	00	01	70
	91/7	00	07	52
	91/6	00	03	37
	99/1	00	00	42
	98/17	00	05	30
	98/16	00	00	33
	98/14	00	15	39
	98/7	00	00	57
	98/13	00	01	11
	98/12	00	18	27
	105	00	14	16
	106/1	00	10	76
	106/2	00	05	91
	106/3	00	07	96
	107	00	08	40
	108/1	00	17	58
	108/2	00	48	33
	108/3	00	00	55
	212	00	14	83
	201/1	00	00	10
	201/2	00	36	48
	201/3	00	06	82
	201/4	00	73	58
	199/5	00	00	10
	199/4	00	08	01
	199/3	00	09	94

1	2	3	4	5
1) Dakamarri (Contd)	199/6	00	07	12
	199/2	00	00	10
	199/1	00	05	42
	199/10	00	01	42
	199/8	00	05	35
	199/9	00	12	93
	198/1	00	06	79
	198/2	00	02	60
	216	00	07	99
	217	00	01	30
	218	00	27	63
	219/12	00	05	70
	219/5	00	01	14
	219/11	00	15	81
	219/10	00	03	88
	219/8	00	15	52
	219/7	00	00	10
	243	00	09	87
	348	00	42	39
	244/8	00	10	22
	244/9	00	21	05
	244/10	00	01	44
	244/6	00	12	76
	244/4	00	01	23
	244/5	00	08	29
	245	00	12	56
	246/7	00	09	32
	246/4	00	00	28
	246/5	00	03	76
	246/6	00	09	62
	246/8	00	10	42
	246/9	00	11	21
	260/3	00	15	72
	260/1	00	08	56
	252	00	89	50
	256/3	00	17	60
	257	00	07	82
	269/2	00	00	23
	268/1	00	00	45
	269/6	00	35	16
	269/4	00	22	28
	269/5	00	02	02

1	2	3	4	5
1) Dakaimarri (Contd)	273	00	03	34
	272/3	00	07	43
	272/4	00	17	53
	274	00	06	69
2) Bodamettapalem	71	00	09	28
	72/10	00	10	81
	72/11	00	11	15
	72/12	00	03	43
	72/14	00	00	65
	72/13	00	00	82
	72/9	00	02	00
	72/8	00	07	81
	72/7	00	04	24
	72/6	00	15	10
	72/4	00	02	66
	72/3	00	01	48
	72/1	00	00	10
	72/2	00	00	30
	64/7	00	02	72
	64/6	00	00	42
	64/2	00	06	29
	64/3	00	00	90
	64/1	00	04	68
	65/16	00	10	76
	65/17	00	04	77
	58/5	00	14	26
	58/4	00	13	03
	58/3	00	08	19
	58/2	00	15	14
	58/1	00	00	10
	57/4	00	12	72
	57/3	00	00	74
	57/6	00	01	66
	57/2	00	00	13
	57/5	00	05	64
	57/11	00	13	18
	57/9	00	14	12
	56/10	00	02	98
	56/17	00	01	13
	56/18	00	10	24
	56/19	00	08	59
	56/20	00	00	95

1	2	3	4	5
2) Bodamettapalem (Contd)	56/16	00	16	88
	56/13	00	00	10
	56/14	00	07	42
	56/15	00	07	50
	55/3	00	00	39
	55/1	00	01	77
	50/9	00	00	12
	50/8	00	03	24
	50/7	00	04	95
	50/6	00	00	47
	50/21	00	07	68
	50/20	00	04	26
	50/22	00	01	89
	50/19	00	05	73
	50/18	00	04	80
	50/17	00	06	26
	50/15	00	00	81
	54/2	00	23	85
	54/7	00	01	55
	54/6	00	00	25
	53	00	38	56

[F. No. L-14014/31/2010-G.P.(Vol.-II)]
K. K. SHARMA, Under Secy.

नई दिल्ली, 10 फरवरी, 2011

का. आ. 435.—भारत सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 1532, तारीख 08 जून, 2010 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, मैसर्स रिलायंस इन्डस्ट्रीज लिमिटेड के आन्ध्र प्रदेश में पूर्वी तट पर ऑनशोर टरमिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकीनाडा- वासुदेवपुर-हावडा गैस 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 जनता को तारीख 05 अक्तूबर, 2010 को अथवा उससे पूर्व उपलब्ध करा दी गई थीं ;

और, पाइपलाइन बिछाने के सम्बन्ध में, जनता की ओर से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और अननुज्ञात कर दिया गया;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है ;

और, भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः, अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से भारत सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड में निहित होगा।

अनुसूची

मंडल/ तेहसिल/ तालुक ः सव्वावरम	जिला ःविशाखापट्नम	राज्य ःआन्ध्र प्रदेश		
गाँव का नाम	सर्वे सं/सब डिविजन सं	आर.ओ.यू.अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	सि एयर
1	2	3	4	5
1) सव्वावरम	288/1ए	00	00	78
	288/2	00	34	95
	289	00	21	68
	293/1	00	01	45
	425	00	03	76
	426/2	00	05	77
	426/1	00	03	85
	426/3	00	03	45
	422/1	00	05	14
	422/4	00	00	50
	426/4	00	00	10
2) अन्टाकापल्ले	655/3	00	17	07
	655/4	00	12	54
	655/5	00	36	50
	646	00	04	43
	653/20	00	03	83
	653/21	00	07	69
	653/22	00	07	93
	653/23	00	00	70
	653/24	00	01	12
	653/28	00	17	10
	634/1	00	00	86
	634/2	00	02	65
	634/3	00	11	80
	634/4	00	00	18
	634/9	00	05	91
	635/1	00	00	67
	635/2	00	03	29
	635/3	00	00	17
	635/6	00	01	54
	635/7	00	03	47
	635/8	00	00	14
	636/5	00	00	17
	636/6	00	01	13
	636/7	00	10	99
	636/12	00	00	43
	636/14	00	02	33

1	2	3	4	5
2) अन्टाकापल्ले (निरंतर)	636/15	00	03	32
	636/16	00	04	36
	636/17	00	00	62
	636/19	00	12	32
	636/20	00	06	35
	637/14	00	00	10
	637/15	00	08	49
	637/16	00	02	36
	637/26	00	11	72
	618/1	00	48	65
	618/4	00	39	32
	611/12	00	02	32
	610/3	00	07	86
	610/4	00	09	20
	610/5	00	15	43
	610/6	00	01	22
	589	00	00	62
	619	00	07	90
	588/17	00	00	24
	588/18	00	03	11
	588/	00	04	71
	588/19	00	00	25
	588/20	00	03	97
	588/21	00	00	15
	588/27	00	05	89
	588/29	00	04	08
	588/30	00	04	95
	588/31	00	03	37
	588/32	00	00	12
	588/33	00	00	63
	588/36	00	00	20
	588/37	00	07	80
	588/38	00	00	10
	588/39	00	01	53
	587/1	00	16	94
	587/2	00	09	38
	587/3	00	05	18
	587/4	00	00	88
	587/5	00	00	35
	585/7	00	04	00
	585/18	00	07	74
	585/19	00	04	67
	585/20			

1	2	3	4	5
2) अन्टाकापल्ले (निरंतर)	585/21	00	05	23
	585/22	00	05	10
	585/23	00	02	35
	582/1	00	08	06
	582/2	00	04	90
	582/3	00	00	10
	582/4	00	01	54
	581/4	00	01	25
	581/5	00	03	93
	581/6	00	05	81
	581/7	00	03	90
	581/8	00	04	67
	581/9	00	02	88
	581/10	00	01	76
	581/11	00	00	23
	581/12	00	04	45
	581/13	00	01	20
	579/4	00	00	10
	579/5	00	02	93
	579/11	00	00	73
	579/13	00	00	58
	580	00	31	35
	578	00	06	54
	577/13	00	03	93
	577/17	00	00	15
	577/30	00	00	96
	577/31	00	01	28
	577/32	00	00	10
	577/33	00	02	08
	577/34	00	03	00
	577/35	00	00	10
	577/36	00	00	53
	577/42	00	00	80
	577/43	00	03	10
	577/44	00	12	32
	577/45	00	09	19
	577/46	00	01	75
	577/47	00	00	10
	577/48	00	00	62
	577/49	00	02	26
	577/50	00	00	97
	577/51	00	03	77

1	2	3	4	5
2) अन्टाकापल्ले (निरंतर)	577/52	00	01	31
	577/53	00	01	56
	577/54	00	01	14
	577/55	00	00	85
	577/56	00	00	90
	577/57	00	01	00
	577/58	00	00	92
	577/64	00	02	51
	577/65	00	03	79
	577/66	00	00	10
	555/2	00	41	39
	509/9	00	02	26
	509/19	00	10	63
	509/20	00	04	69
	509/22	00	02	02
	509/23	00	04	20
	509/24	00	01	15
	509/25	00	00	74
	509/26	00	01	06
	509/27	00	02	40
	509/28	00	05	59
	509/29	00	03	14
	509/30	00	02	83
	509/31	00	00	22
	509/34	00	00	10
	509/41	00	01	86
	509/42	00	02	21
	509/43	00	03	89
	509/44	00	04	71
	509/45	00	13	33
	510/8	00	02	41
	510/9	00	07	62
	554/2	01	02	74
	541/1	00	31	95
	542/1	00	21	24
	516	00	07	74
	519/2	00	00	57
	519/3	00	03	89
	519/4	00	02	32
	519/5	00	01	87
	520/7	00	00	10
	520/16	00	02	56

1	2	3	4	5
2) अन्टाकापल्ले (निरंतर)	518/2	00	00	34
	518/4	00	01	48
	518/5	00	03	77
	518/6	00	06	61
	518/7	00	07	17
	518/8	00	03	76
	517/1	00	01	37
	517/2	00	00	10
	522/22	00	00	62
	522/27	00	00	25
	522/28	00	09	81
	522/29	00	15	98
	522/30	00	05	30
	522/31	00	10	81
	522/32	00	01	04
	522/34	00	00	70
	533	00	11	96
	534	00	03	93
	535/6	00	00	61
	535/7	00	09	95
	535/8	00	00	10
	535/9	00	05	54
	535/4	00	02	36
	535/10	00	07	41
	535/11	00	21	43
	535/12	00	02	90
	535/13	00	00	10
	535/14	00	12	57
3) गुल्लिपल्लि	168/8	00	02	44
	168/14	00	24	22
	168/6	00	00	29
	168/5	00	01	07
	171/4	00	02	72
	171/3	00	02	12
	171/2	00	22	99
	170/1	00	08	63
	170/2	00	00	20
	171/1	00	00	51
	220	00	07	46
	217/16बी	00	00	10
	217/16ए	00	00	60
	218/1	00	13	01

1	2	3	4	5
3) गुल्लिपल्लि (निरंतर)	218/2	00	04	58
	218/3	00	06	35
	218/4	00	01	67
	218/5	00	00	31
	217/5	00	01	57
	217/6	00	02	24
	217/9	00	03	87
	217/4	00	00	13
	217/7	00	02	50
	217/8	00	02	75
	380/13	00	03	31
	380/14	00	08	30
	380/15	00	04	13
	380/21ए	00	00	10
	380/16	00	16	46
	380/17	00	07	46
	380/18	00	01	99
	380/4बी	00	04	10
	380/4सी	00	00	10
	379	00	67	09
	215	00	16	53
	192	00	08	28
	195/1	00	01	75
	195/2ए	00	09	60
	195/2बी	00	05	13
	377/16	00	00	10
	377/17	00	01	15
	377/18	00	01	11
	377/19	00	01	18
	377/20	00	00	76
	377/21	00	04	94
	377/22	00	01	63
	377/23ए	00	00	10
	377/12बी	00	01	85
	377/24	00	04	36
	377/25ए	00	04	95
	377/25बी	00	01	07
	377/5	00	00	16
	377/4सी	00	01	15
	377/4बी	00	00	29
	377/26	00	03	41
	377/27	00	04	17

1	2	3	4	5
3) गुल्लिपल्लि (निरंतर)	377/28बी	00	00	10
	377/28ए	00	00	28
	194/16बी	00	04	65
	194/17ए	00	03	50
	194/18	00	03	00
	194/19	00	02	70
	197/4	00	00	10
	197/3	00	00	10
	197/2	00	03	55
	197/1	00	06	31
	195/3ए	00	01	06
	195/3ऐफ	00	01	22
	366/3	00	09	85
	366/4ए	00	02	35
	366/4बी	00	03	85
	366/4सी	00	03	55
	366/9	00	01	95
	366/10	00	00	60
	366/8	00	05	95
	366/7बी	00	02	83
	193/38	00	29	82
	193/36	00	02	28
	194/11ए	00	04	70
	194/11 बी	00	00	76
	194/11 सी	00	03	65
	194/11डी	00	07	05
	194/12बी	00	00	30
	194/13	00	01	90
	194/14ए	00	01	20
	194/15	00	02	06
	194/16ए	00	01	90
	194/5	00	00	26
	194/6ए	00	03	14
	194/6बी	00	03	55
	194/6 सी	00	02	35
	194/7	00	02	50
	194/8	00	01	35
	194/9	00	00	25
) मोगलिपुरम	84/5	00	02	47
	84/12	00	12	04
	84/13	00	05	28
	84/11ए	00	01	72

1	2	3	4	5
4) मोगलिपुरम (निरंतर)	84/11वी	00	02	02
	84/14	00	03	25
	84/15	00	02	40
	85/1	00	12	60
	85/3	00	00	86
	85/2	00	00	37
	90/1	00	05	92
	90/2	00	05	35
	90/3	00	00	23
	92/18	00	02	77
	92/19	00	02	55
	90/4	00	02	82
	90/5	00	00	76
	92/20	00	02	67
	92/23	00	01	99
	92/22	00	02	66
	92/24	00	02	37
	93/26ए	00	07	17
	93/26वी	00	01	44
	93/24वी	00	00	39
	93/22	00	01	69
	249/1	00	03	24
	93/21	00	01	30
	93/23	00	00	10
	96/9	00	03	81
	249/2	00	00	53
	249/3	00	00	68
	249/4	00	00	99
	249/5	00	04	73
	249/15	00	00	10
	96/8	00	06	41
	96/7	00	10	89
	96/6	00	04	43
	96/5	00	00	88
	96/3	00	01	70
	96/2	00	04	61
	95/46	00	01	09
	95/49	00	00	10
	95/50	00	00	62
	98/1	00	06	20
	98/5	00	09	40
	95/52	00	01	19

1	2	3	4	5
4) मोगलिपुरम (निरंतर)	98/6	00	07	56
	102	00	05	32
	105/16	00	01	49
	105/17	00	01	43
	105/18	00	00	86
	105/19	00	00	85
	105/21	00	03	71
	105/20	00	01	67
	105/23	00	00	34
	105/22	00	06	90
	105/15	00	05	62
	105/27	00	18	80
	105/28	00	00	62
	105/26	00	00	78
	105/25	00	00	10
	105/29	00	03	77
	105/30	00	01	37
	108/17	00	00	11
	108/15	00	05	79
	108/16	00	00	80
	108/18	00	01	65
	108/23	00	04	78
	108/24	00	05	88
	108/21	00	00	56
	108/22	00	00	15
	108/26	00	09	27
	108/25	00	01	51
	113	00	18	76
	108/27	00	03	86
	115/3	00	06	58
	112/13	00	00	21
	112/15	00	01	45
	112/16	00	00	92
	112/17	00	00	91
	112/18ए	00	02	28
	112/5	00	03	00
	112/23	00	03	52
	112/22	00	02	40
	112/26	00	05	41
	112/21	00	00	60
	112/27	00	05	74
	112/28ए	00	05	41

1	2	3	4	5
4) मोगलिपुरम (निरंतर)	112/25डी	00	00	10
	112/33	00	00	10
	122/2	00	07	33
	112/29	00	04	34
	112/28बी	00	01	54
	112/30	00	02	17
	112/31	00	00	90
	112/32	00	00	52
	122/4	00	00	60
	122/5	00	00	54
	122/9	00	04	20
	122/6	00	00	13
	122/10	00	03	14
	122/8	00	06	38
	122/11	00	03	34
	123	00	01	84
	124/1	00	01	73
	124/2	00	02	16
	124/7	00	06	43
	124/8	00	02	92
	124/9	00	02	60
	124/10	00	03	55
	125/38बी	00	00	23
	125/39बी	00	02	02
	124/11	00	01	48
	125/41	00	03	25
	125/39ए	00	00	64
	125/40	00	01	25
	125/30सी	00	03	34
	125/42	00	00	31
	125/43	00	00	10
	125/30बी	00	01	62
	125/30ए	00	01	45
	125/31	00	01	15
	125/29बी	00	01	10
	125/27	00	05	83
	125/28बी	00	00	65
	128	00	00	16
	125/26	00	00	18
	125/15	00	00	96
	125/24	00	03	22
	125/25	00	04	52

1	2	3	4	5
4) मोगलिपुरम (निरंतर)	125/23	00	00	15
	125/21एफ	00	06	82
	125/21ई	00	01	47
	125/21सी	00	00	10
	129/3	00	02	02
	129/5	00	00	50
	129/6	00	03	63
	129/7	00	01	95
	129/8	00	03	11
	129/9	00	01	87
	129/10	00	01	81
	129/11	00	00	10
	129/14	00	02	64
	129/15	00	00	41
	124/12ए	00	00	12
	84/2सी2	00	07	70
5) नारपाडु	85/1	00	00	11
	85/2ए	00	02	00
	89/8सी	00	01	28
	89/8ए	00	00	70
	89/8बी	00	03	50
	89/14ए	00	04	45
	89/10ए	00	02	62
	89/10बी	00	03	19
	89/14बी	00	01	10
	89/9	00	00	10
	89/13	00	03	99
	89/12	00	03	26
	89/11बी	00	01	05
	89/11ए	00	00	50
	89/15	00	00	10
	86/1	00	03	07
	88/20	00	04	87
	88/21	00	01	40
	88/22	00	00	36
	88/19	00	01	55
	88/23	00	01	78
	88/18	00	04	39
	88/17	00	05	36
	88/16	00	00	15
	88/1	00	00	22
	88/2	00	00	96

1	2	3	4	5
) नारपाडु (निरंतर)	88/3	00	01	89
	88/4	00	02	01
	88/5	00	01	61
	88/6	00	01	85
	88/7	00	01	76
	88/8	00	00	63
	90	00	21	57
	93/4	00	00	13
	72/16	00	00	10
	72/27	00	00	62
	72/28	00	05	40
	72/29	00	01	75
	72/30	00	03	75
	72/31	00	01	25
	72/32	00	00	85
	72/34	00	00	90
	72/35	00	01	35
	72/36	00	02	11
	72/37	00	00	60
	72/39	00	01	80
	72/40	00	02	25
	72/41	00	01	75
	72/42	00	00	30
	72/43	00	01	40
	72/44	00	03	30
	72/45	00	00	20
	72/46	00	03	90
	72/47	00	02	10
	72/48	00	01	10
	72/49	00	01	65
	71/1	00	04	50
	71/2	00	01	77
	71/3	00	00	72
	67/1	00	01	75
	67/2	00	03	95
	67/3	00	03	70
	67/5	00	04	32
	67/13	00	00	87
	67/21	00	00	48
	68/7	00	11	05
	68/22/डी	00	01	47
	68/8	00	01	61

1	2	3	4	5
5) नारपाडु (निरंतर)	68/19	00	01	68
	68/20	00	00	10
	68/18	00	03	80
	68/22ए	00	00	94
	68/17	00	03	52
	68/16	00	02	91
	68/15	00	03	77
	68/9बी	00	01	80
	59/32	00	00	10
	68/14	00	03	05
	59/27	00	01	16
	68/13	00	02	32
	58/38ए	00	00	10
	59/11	00	03	96
	59/10	00	04	52
	59/9	00	03	09
	59/8	00	02	33
	59/3	00	05	56
	59/7	00	00	10
	59/2	00	02	53
	59/1	00	00	25
	59/4	00	09	41
	59/5	00	00	68
	60/1	00	02	93
	61/20	00	00	80
	61/21	00	01	11
	61/13	00	00	73
	61/22	00	07	49
	61/23	00	00	91
	61/27	00	02	48
	61/24बी	00	03	65
	61/24ए	00	00	10
	61/26	00	00	10
	61/25	00	07	83
	61/8	00	00	10
	61/9	00	01	23
	62/3	00	05	66
	62/2	00	01	48
	62/1	00	00	19
	62/4बी	00	00	95
	62/4ए	00	17	50
	40	00	01	72

1	2	3	4	5
5) नारपाडु (निरंतर)	43/7	00	01	40
	43/8	00	02	70
	43/9ए	00	03	20
	43/13	00	04	65
	43/14ए	00	04	96
	43/15	00	02	20
	43/17	00	00	70
	43/19	00	19	05
	43/25	00	00	70
	43/26	00	02	25
	43/27	00	03	17
	43/28	00	03	70
	43/29	00	03	90
	44/2	00	02	30
	44/5	00	06	73
	44/6	00	04	12
	44/7	00	01	91
	49/4	00	00	36
	44/4	00	05	73
	49/3	00	03	87
	49/6	00	03	41
	49/11	00	02	19
	49/1	00	00	10
	49/2	00	00	52
	49/7	00	01	30
	49/8	00	02	31
	49/9	00	02	50
	49/10	00	02	77
	49/12	00	03	56
	49/18	00	00	52
	49/17	00	04	02
	49/16	00	01	10
	49/14	00	02	00
	49/15	00	03	00
	49/19	00	01	67
	48/5	00	05	15
	48/6	00	02	97
	48/8	00	07	27
	48/9	00	04	93
	48/10	00	03	93
	48/11	00	04	19
	48/12	00	03	16

1	2	3	4	5
5) नारपाडु (निरंतर)	48/17	00	00	10
	161	00	00	60
	206/3	00	05	24
	162/6	00	05	69
	162/7	00	00	47
	162/5	00	04	81
	162/4	00	08	18
	162/3	00	02	59
	162/2	00	06	90
	162/1	00	03	37
	168	01	81	16
	222/28	00	00	11
	222/29	00	00	11
	48/18	00	06	16
	48/19	00	09	24
	48/20	00	05	52
	48/21	00	04	51
	48/22	00	02	90
	84/2ए1	00	07	50
	84/3ए/39	00	01	70
	84/3ए/40	00	14	30
	84/3ए/41	00	02	23
	84/3ए/42	00	23	40
	84/3ए/44	00	05	80
	84/3ए/45	00	04	20
	84/3ए/46	00	09	80
	84/3ए/47	00	00	88
	84/3ए/84	00	07	05
	84/3ए/85	00	14	05
	84/3ए/86	00	08	05
	84/3ए/87	00	00	85
	84/3ए/88	00	03	89
	84/3ए12	00	04	66
	84/3ए13	00	02	84
	84/3ए4	00	00	22
	84/3ए5	00	06	47
	84/3ए6	00	07	11
	84/3ए7	00	07	30
	84/3ए8	00	00	33
	85/10	00	01	40
	85/11	00	01	12
	85/12	00	01	44

1	2	3	4	5
5) नारपाडु (निरंतर)	85/13	00	02	16
	85/14ए	00	01	88
	85/14बी	00	02	27
	85/15	00	02	50
	85/17	00	01	35
	85/18	00	06	06
	85/19	00	03	04
	85/20	00	01	30
	85/21	00	24	19
	85/23	00	00	80
	85/2बी	00	01	28
	85/2सी	00	00	20
	85/40	00	00	57
	85/6बी	00	00	10
	85/9ए	00	00	25
6) दोंगमरि सीतारामपुरम	28	00	98	99
	29	00	72	11
	21	00	40	07
	15/16	00	01	64
	15/17	00	20	34
	15/14	00	13	74
	15/5	00	07	07
	15/6	00	13	70
	15/2	00	02	40
	15/7	00	04	87
	15/8	00	00	87
	13/7	00	02	44
	13/8	00	09	98
	13/9	00	03	73
	13/5	00	05	84
	13/4	00	34	95
	13/1	00	22	94
	3/2	00	08	72
	3/1	00	21	26
	5	00	27	14
	6	00	51	44
7) गालिभीमावरम	5/1डी	00	52	80
	5/8सी	00	05	20
	3	00	13	80
	4	00	00	10
	2	00	07	06
	1/2	00	27	66

1	2	3	4	5
7) गालिभीमावरम (निरंतर)	10	00	01	60
	1/1	00	08	98
	1/3ए	00	07	79
	1/3सी	00	04	35
	46	00	26	20
8) लगिशेट्टिपालेम	104/7	00	20	85
	104/12	00	33	40
	104/8	00	06	23
	101/6	00	00	85
	101/7	00	11	37
	101/15	00	02	80
	101/14	00	09	92
	101/16	00	00	28
	101/13	00	02	07
	101/10	00	06	47
	101/11	00	05	38
	101/12	00	00	86
	100/24	00	03	73
	100/26	00	06	72
	100/25	00	10	60
	102	00	00	10
	100/13	00	02	96
	100/12	00	03	21
	100/11	00	01	78
	100/10	00	01	10
	100/9	00	01	31
	100/7	00	00	10
	99	00	26	01
	48	00	25	46
	44	00	51	73
	45	00	40	42
	35	00	29	75
	36	00	40	33
	32	00	08	76
	31/1	00	00	21
	29	00	01	99
	26/3	00	00	10
	26/4	00	01	09
	26/5	00	04	21
	26/6	00	07	20
	26/9	00	00	10
	26/19	00	09	88

1	2	3	4	5
8) लगिशेट्टिपालेम (निरंतर)	26/20	00	14	48
	26/27	00	00	18
	26/22	00	04	21
	26/23	00	03	23
	26/24	00	01	98
	26/25	00	00	75
	26/21	00	13	89
	26/26	00	00	10
	25/2	00	00	10
	27/1ए	00	20	34
	27/2	00	04	52
	27/3	00	00	55
	28/1	00	65	46
	28/2	00	00	10
9) गोटिवाडा	141	00	09	91
	153/3एफ	00	04	14
	153/4वी	00	10	04
	153/3ई	00	02	80
	153/3डी	00	00	32
	153/4ए	00	05	53
	153/4सी	00	02	20
	153/6सी	00	02	21
	153/6डी	00	00	17
	153/7सी	00	00	69
	143/1सी	00	00	77
	143/1ए	00	04	24
	143/1वी	00	02	52
	153/7वी	00	07	11
	143/2ए	00	02	61
	153/7ई	00	06	00
	153/7डी	00	00	46
	153/7एच	00	03	60
	153/7एफ	00	00	17
	153/7जी	00	05	85
	153/7आई	00	04	38
	153/8	00	00	26
	146/6	00	00	56
	146/7	00	11	10
	146/8	00	33	58
	146/9वी	00	00	20
	146/9ए	00	06	66
	146/10	00	00	84

1	2	3	4	5
9) गोटिवाडा (निरंतर)	150/19	00	11	41
	150/18	00	04	23
	146/13ए	00	00	10
	149/1	00	02	80
	149/2	00	02	26
	149/3	00	02	74
	146/14बी	00	00	44
	146/14ए	00	07	68
	146/15ए	00	00	10
	100/5डी	00	05	24
	100/5ई	00	18	16
	101/1	00	19	00
	101/2	00	01	39
	101/3	00	09	55
	101/4	00	08	82
	101/5	00	02	70
	100/4बी	00	03	09
	100/4सी	00	10	17
	100/4डी	00	05	89
	100/4ई	00	04	09
	87/2	00	07	51
	102/1ए	00	00	35
	84/28	00	50	16
	83/3	00	31	51
	83/1	00	02	73
	83/2	00	00	12
	77/1	00	34	73
	82/8	00	06	58
	82/5	00	01	89
	82/7	00	01	19
	77/17	00	00	37
	77/2	00	11	17
	77/3	00	02	96
	77/4	00	00	15
	78	00	16	59
	74/13बी	00	01	22
	74/13ए	00	00	10
	74/14	00	04	86
	74/15	00	01	52
	74/16	00	00	56
	74/26	00	01	32
	74/25	00	02	12

1	2	3	4	5
9) गोटिवाडा (निरंतर)	74/24	00	06	16
	74/23ए	00	00	28
	74/23बी	00	01	31
	74/30	00	00	97
	74/31	00	03	89
	74/32	00	03	24
	74/22	00	00	10
	74/33	00	02	40
	74/35डी	00	00	84
	74/39	00	00	36
	74/2डी	00	00	10
	74/40	00	00	10
	74/47	00	00	87
	74/37/ए	00	02	31
	74/37/बी	00	00	10
	74/36	00	03	72
	74/34	00	00	40
	74/35ए	00	01	87
	74/3	00	08	30
	74/1सी	00	05	96
	74/2एफ	00	00	96
	74/1बी	00	06	49
	74/1ए	00	00	27
	75	00	02	68

[फा सं. एल.-14014/31/2010-जी.पी.(खण्ड-II)]

के .के .शर्मा, अवर सचिव

New Delhi, the 10th February, 2011

S. O. 435.— Whereas by notification of Government of India in Ministry of Petroleum and Natural Gas number S.O. 1532 dated 08th June , 2010, 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), Government of India 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 Kakinada-Basudebpur-Howrah gas pipeline for transportation of natural gas from onshore terminal at East coast of Andhra Pradesh of M/s Reliance Industries Limited by M/s Relogistics Infrastructure Limited to the consumers in various parts of the country;

And whereas, the copies of the said Gazette notification were made available to the public on or before 05th October,2010;

And whereas, the objections received from the public to the laying of the pipeline have been considered and disallowed by the Competent Authority;

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

And whereas, Government of India, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, Government of India hereby declares that the Right of User in the 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, Government of India hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in Government of India, vest on the date of publication of the declaration, in M/s Relogistics Infrastructure Limited, free from all encumbrances.

Schedule

Mandal/Tehsil/Taluk:Sabbavaram	District:Visakhapatnam	State:ANDHRA PRADESH		
Village	Survey No./Sub-Division No.	Area to be acquired for RoU		
		Hec	Are	C-Are
1	2	3	4	5
1) Sabbavaram	288/1A	00	00	78
	288/2	00	34	95
	289	00	21	68
	293/1	00	01	45
	425	00	03	76
	426/2	00	05	77
	426/1	00	03	85
	426/3	00	03	45
	422/1	00	05	14
	422/4	00	00	50
	426/4	00	00	10
2) Antakapalle	655/3	00	17	07
	655/4	00	12	54
	655/5	00	36	50
	646	00	04	43
	653/20	00	03	83
	653/21	00	07	69
	653/22	00	07	93
	653/23	00	00	70
	653/24	00	01	12
	653/28	00	17	10
	634/1	00	00	86
	634/2	00	02	65
	634/3	00	11	80
	634/4	00	00	18
	634/9	00	05	91
	635/1	00	00	67
	635/2	00	03	29
	635/3	00	00	17
	635/6	00	01	54
	635/7	00	03	47
	635/8	00	00	14
	636/5	00	00	17
	636/6	00	01	13
	636/7	00	10	99
	636/12	00	00	43
	636/14	00	02	33

1	2	3	4	5
2) Antakapalle (Contd)	636/15	00	03	32
	636/16	00	04	36
	636/17	00	00	62
	636/19	00	12	32
	636/20	00	06	35
	637/14	00	00	10
	637/15	00	08	49
	637/16	00	02	36
	637/26	00	11	72
	618/1	00	48	65
	618/4	00	39	32
	611/12	00	02	32
	610/3	00	07	86
	610/4	00	09	20
	610/5	00	15	43
	610/6	00	01	22
	589	00	00	62
	619	00	07	90
	588/17	00	00	24
	588/18	00	03	11
	588/19	00	04	71
	588/20	00	00	25
	588/21	00	03	97
	588/27	00	00	15
	588/29	00	05	89
	588/30	00	04	08
	588/31	00	04	95
	588/32	00	03	37
	588/33	00	00	12
	588/36	00	00	63
	588/37	00	00	20
	588/38	00	07	80
	588/39	00	00	10
	587/1	00	01	53
	587/2	00	16	94
	587/3	00	09	38
	587/4	00	05	18
	587/5	00	00	88
	585/7	00	00	35
	585/18	00	04	00
	585/19	00	07	74
	585/20	00	04	67

1	2	3	4	5
2) Antakapalle (Contd)	585/21	00	05	23
	585/22	00	05	10
	585/23	00	02	35
	582/1	00	08	06
	582/2	00	04	90
	582/3	00	00	10
	582/4	00	01	54
	581/4	00	01	25
	581/5	00	03	93
	581/6	00	05	81
	581/7	00	03	90
	581/8	00	04	67
	581/9	00	02	88
	581/10	00	01	76
	581/11	00	00	23
	581/12	00	04	45
	581/13	00	01	20
	579/4	00	00	10
	579/5	00	02	93
	579/11	00	00	73
	579/13	00	00	58
	580	00	31	35
	578	00	06	54
	577/13	00	03	93
	577/17	00	00	15
	577/30	00	00	96
	577/31	00	01	28
	577/32	00	00	10
	577/33	00	02	08
	577/34	00	03	00
	577/35	00	00	10
	577/36	00	00	53
	577/42	00	00	80
	577/43	00	03	10
	577/44	00	12	32
	577/45	00	09	19
	577/46	00	01	75
	577/47	00	00	10
	577/48	00	00	62
	577/49	00	02	26
	577/50	00	00	97
	577/51	00	03	77

1	2	3	4	5
2) Antakapalle (Contd)	577/52	00	01	31
	577/53	00	01	56
	577/54	00	01	14
	577/55	00	00	85
	577/56	00	00	90
	577/57	00	01	00
	577/58	00	00	92
	577/64	00	02	51
	577/65	00	03	79
	577/66	00	00	10
	555/2	00	41	39
	509/9	00	02	26
	509/19	00	10	63
	509/20	00	04	69
	509/22	00	02	02
	509/23	00	04	20
	509/24	00	01	15
	509/25	00	00	74
	509/26	00	01	06
	509/27	00	02	40
	509/28	00	05	59
	509/29	00	03	14
	509/30	00	02	83
	509/31	00	00	22
	509/34	00	00	10
	509/41	00	01	86
	509/42	00	02	21
	509/43	00	03	89
	509/44	00	04	71
	509/45	00	13	33
	510/8	00	02	41
	510/9	00	07	62
	554/2	01	02	74
	541/1	00	31	95
	542/1	00	21	24
	516	00	07	74
	519/2	00	00	57
	519/3	00	03	89
	519/4	00	02	32
	519/5	00	01	87
	520/7	00	00	10
	520/16	00	02	56

1	2	3	4	5
2) Antakapalle (Contd)	518/2	00	00	34
	518/4	00	01	48
	518/5	00	03	77
	518/6	00	06	61
	518/7	00	07	17
	518/8	00	03	76
	517/1	00	01	37
	517/2	00	00	10
	522/22	00	00	62
	522/27	00	00	25
	522/28	00	09	81
	522/29	00	15	98
	522/30	00	05	30
	522/31	00	10	81
	522/32	00	01	04
	522/34	00	00	70
	533	00	11	96
	534	00	03	93
	535/6	00	00	61
	535/7	00	09	95
	535/8	00	00	10
	535/9	00	05	54
	535/4	00	02	36
	535/10	00	07	41
	535/11	00	21	43
	535/12	00	02	90
	535/13	00	00	10
	535/14	00	12	57
3) Gullipalli	168/8	00	02	44
	168/14	00	24	22
	168/6	00	00	29
	168/5	00	01	07
	171/4	00	02	72
	171/3	00	02	12
	171/2	00	22	99
	170/1	00	08	63
	170/2	00	00	20
	171/1	00	00	51
	220	00	07	46
	217/16B	00	00	10
	217/16A	00	00	60
	218/1	00	13	01

1	2	3	4	5
3) Gullipalli (Contd)	218/2	00	04	58
	218/3	00	06	35
	218/4	00	01	67
	218/5	00	00	31
	217/5	00	01	57
	217/6	00	02	24
	217/9	00	03	87
	217/4	00	00	13
	217/7	00	02	50
	217/8	00	02	75
	380/13	00	03	31
	380/14	00	08	30
	380/15	00	04	13
	380/21A	00	00	10
	380/16	00	16	46
	380/17	00	07	46
	380/18	00	01	99
	380/4B	00	04	10
	380/4C	00	00	10
	379	00	67	09
	215	00	16	53
	192	00	08	28
	195/1	00	01	75
	195/2A	00	09	60
	195/2B	00	05	13
	377/16	00	00	10
	377/17	00	01	15
	377/18	00	01	11
	377/19	00	01	18
	377/20	00	00	76
	377/21	00	04	94
	377/22	00	01	63
	377/23A	00	00	10
	377/12B	00	01	85
	377/24	00	04	36
	377/25A	00	04	95
	377/25B	00	01	07
	377/5	00	00	16
	377/4C	00	01	15
	377/4B	00	00	29
	377/26	00	03	41
	377/27	00	04	17

1	2	3	4	5
3) Gullipalli (Contd)	377/28B	00	00	10
	377/28A	00	00	28
	194/16B	00	04	65
	194/17A	00	03	50
	194/18	00	03	00
	194/19	00	02	70
	197/4	00	00	10
	197/3	00	00	10
	197/2	00	03	55
	197/1	00	06	31
	195/3A	00	01	06
	195/3F	00	01	22
	366/3	00	09	85
	366/4A	00	02	35
	366/4B	00	03	85
	366/4C	00	03	55
	366/9	00	01	95
	366/10	00	00	60
	366/8	00	05	95
	366/7B	00	02	83
	193/38	00	29	82
	193/36	00	02	28
	194/11A	00	04	70
	194/11B	00	00	76
	194/11C	00	03	65
	194/11D	00	07	05
	194/12B	00	00	30
	194/13	00	01	90
	194/14A	00	01	20
	194/15	00	02	06
	194/16A	00	01	90
	194/5	00	00	26
	194/6A	00	03	14
	194/6B	00	03	55
	194/6C	00	02	35
	194/7	00	02	50
	194/8	00	01	35
	194/9	00	00	25
4) Mogalipuram	84/5	00	02	47
	84/12	00	12	04
	84/13	00	05	28
	84/11A	00	01	72

1	2	3	4	5
4) Mogalipuram (Contd)	84/11B	00	02	02
	84/14	00	03	25
	84/15	00	02	40
	85/1	00	12	60
	85/3	00	00	86
	85/2	00	00	37
	90/1	00	05	92
	90/2	00	05	35
	90/3	00	00	23
	92/18	00	02	77
	92/19	00	02	55
	90/4	00	02	82
	90/5	00	00	76
	92/20	00	02	67
	92/23	00	01	99
	92/22	00	02	66
	92/24	00	02	37
	93/26A	00	07	17
	93/26B	00	01	44
	93/24B	00	00	39
	93/22	00	01	69
	249/1	00	03	24
	93/21	00	01	30
	93/23	00	00	10
	96/9	00	03	81
	249/2	00	00	53
	249/3	00	00	68
	249/4	00	00	99
	249/5	00	04	73
	249/15	00	00	10
	96/8	00	06	41
	96/7	00	10	89
	96/6	00	04	43
	96/5	00	00	88
	96/3	00	01	70
	96/2	00	04	61
	95/46	00	01	09
	95/49	00	00	10
	95/50	00	00	62
	98/1	00	06	20
	98/5	00	09	40
	95/52	00	01	19

1	2	3	4	5
4) Mogalipuram (Contd)	98/6	00	07	56
	102	00	05	32
	105/16	00	01	49
	105/17	00	01	43
	105/18	00	00	86
	105/19	00	00	85
	105/21	00	03	71
	105/20	00	01	67
	105/23	00	00	34
	105/22	00	06	90
	105/15	00	05	62
	105/27	00	18	80
	105/28	00	00	62
	105/26	00	00	78
	105/25	00	00	10
	105/29	00	03	77
	105/30	00	01	37
	108/17	00	00	11
	108/15	00	05	79
	108/16	00	00	80
	108/18	00	01	65
	108/23	00	04	78
	108/24	00	05	88
	108/21	00	00	56
	108/22	00	00	15
	108/26	00	09	27
	108/25	00	01	51
	113	00	18	76
	108/27	00	03	86
	115/3	00	06	58
	112/13	00	00	21
	112/15	00	01	45
	112/16	00	00	92
	112/17	00	00	91
	112/18A	00	02	28
	112/5	00	03	00
	112/23	00	03	52
	112/22	00	02	40
	112/26	00	05	41
	112/21	00	00	60
	112/27	00	05	74
	112/28A	00	05	41

1	2	3	4	5
4) Mogalipuram (Contd)	112/25D	00	00	10
	112/33	00	00	10
	122/2	00	07	33
	112/29	00	04	34
	112/28B	00	01	54
	112/30	00	02	17
	112/31	00	00	90
	112/32	00	00	52
	122/4	00	00	60
	122/5	00	00	54
	122/9	00	04	20
	122/6	00	00	13
	122/10	00	03	14
	122/8	00	06	38
	122/11	00	03	34
	123	00	01	84
	124/1	00	01	73
	124/2	00	02	16
	124/7	00	06	43
	124/8	00	02	92
	124/9	00	02	60
	124/10	00	03	55
	125/38B	00	00	23
	125/39B	00	02	02
	124/11	00	01	48
	125/41	00	03	25
	125/39A	00	00	64
	125/40	00	01	25
	125/30C	00	03	34
	125/42	00	00	31
	125/43	00	00	10
	125/30B	00	01	62
	125/30A	00	01	45
	125/31	00	01	15
	125/29B	00	01	10
	125/27	00	05	83
	125/28B	00	00	65
	128	00	00	16
	125/26	00	00	18
	125/15	00	00	96
	125/24	00	03	22
	125/25	00	04	52

1	2	3	4	5
4) Mogalipuram (Contd)	125/23	00	00	15
	125/21F	00	06	82
	125/21E	00	01	47
	125/21C	00	00	10
	129/3	00	02	02
	129/5	00	00	50
	129/6	00	03	63
	129/7	00	01	95
	129/8	00	03	11
	129/9	00	01	87
	129/10	00	01	81
	129/11	00	00	10
	129/14	00	02	64
	129/15	00	00	41
	124/12A	00	00	12
5) Narapadu	84/2C2	00	07	70
	85/1	00	00	11
	85/2A	00	02	00
	89/8C	00	01	28
	89/8A	00	00	70
	89/8B	00	03	50
	89/14A	00	04	45
	89/10A	00	02	62
	89/10B	00	03	19
	89/14B	00	01	10
	89/9	00	00	10
	89/13	00	03	99
	89/12	00	03	26
	89/11B	00	01	05
	89/11A	00	00	50
	89/15	00	00	10
	86/1	00	03	07
	88/20	00	04	87
	88/21	00	01	40
	88/22	00	00	36
	88/19	00	01	55
	88/23	00	01	78
	88/18	00	04	39
	88/17	00	05	36
	88/16	00	00	15
	88/1	00	00	22
	88/2	00	00	96

1	2	3	4	5
5) Narapadu (Contd)	88/3	00	01	89
	88/4	00	02	01
	88/5	00	01	61
	88/6	00	01	85
	88/7	00	01	76
	88/8	00	00	63
	90	00	21	57
	93/4	00	00	13
	72/16	00	00	10
	72/27	00	00	62
	72/28	00	05	40
	72/29	00	01	75
	72/30	00	03	75
	72/31	00	01	25
	72/32	00	00	85
	72/34	00	00	90
	72/35	00	01	35
	72/36	00	02	11
	72/37	00	00	60
	72/39	00	01	80
	72/40	00	02	25
	72/41	00	01	75
	72/42	00	00	30
	72/43	00	01	40
	72/44	00	03	30
	72/45	00	00	20
	72/46	00	03	90
	72/47	00	02	10
	72/48	00	01	10
	72/49	00	01	65
	71/1	00	04	50
	71/2	00	01	77
	71/3	00	00	72
	67/1	00	01	75
	67/2	00	03	95
	67/3	00	03	70
	67/5	00	04	32
	67/13	00	00	87
	67/21	00	00	48
	68/7	00	11	05
	68/22/D	00	01	47
	68/8	00	01	61

1	2	3	4	5
5) Narapadu (Contd)	68/19	00	01	68
	68/20	00	00	10
	68/18	00	03	80
	68/22A	00	00	94
	68/17	00	03	52
	68/16	00	02	91
	68/15	00	03	77
	68/9B	00	01	80
	59/32	00	00	10
	68/14	00	03	05
	59/27	00	01	16
	68/13	00	02	32
	58/38A	00	00	10
	59/11	00	03	96
	59/10	00	04	52
	59/9	00	03	09
	59/8	00	02	33
	59/3	00	05	56
	59/7	00	00	10
	59/2	00	02	53
	59/1	00	00	25
	59/4	00	09	41
	59/5	00	00	68
	60/1	00	02	93
	61/20	00	00	80
	61/21	00	01	11
	61/13	00	00	73
	61/22	00	07	49
	61/23	00	00	91
	61/27	00	02	48
	61/24B	00	03	65
	61/24A	00	00	10
	61/26	00	00	10
	61/25	00	07	83
	61/8	00	00	10
	61/9	00	01	23
	62/3	00	05	66
	62/2	00	01	48
	62/1	00	00	19
	62/4B	00	0	95
	62/4A	00	7	50
	40	00	01	72

1	2	3	4	5
5) Narapadu (Contd)	43/7	00	01	40
	43/8	00	02	70
	43/9A	00	03	20
	43/13	00	04	65
	43/14A	00	04	96
	43/15	00	02	20
	43/17	00	00	70
	43/19	00	19	05
	43/25	00	00	70
	43/26	00	02	25
	43/27	00	03	17
	43/28	00	03	70
	43/29	00	03	90
	44/2	00	02	30
	44/5	00	06	73
	44/6	00	04	12
	44/7	00	01	91
	49/4	00	00	36
	44/4	00	05	73
	49/3	00	03	87
	49/6	00	03	41
	49/11	00	02	19
	49/1	00	00	10
	49/2	00	00	52
	49/7	00	01	30
	49/8	00	02	31
	49/9	00	02	50
	49/10	00	02	77
	49/12	00	03	56
	49/18	00	00	52
	49/17	00	04	02
	49/16	00	01	10
	49/14	00	02	00
	49/15	00	03	00
	49/19	00	01	67
	48/5	00	05	15
	48/6	00	02	97
	48/8	00	07	27
	48/9	00	04	93
	48/10	00	03	93
	48/11	00	04	19
	48/12	00	03	16

1	2	3	4	5
5) Narapadu (Contd)	48/17	00	00	10
	161	00	00	60
	206/3	00	05	24
	162/6	00	05	69
	162/7	00	00	47
	162/5	00	04	81
	162/4	00	08	18
	162/3	00	02	59
	162/2	00	06	90
	162/1	00	03	37
	168	01	81	16
	222/28	00	00	11
	222/29	00	00	11
	48/18	00	06	16
	48/19	00	09	24
	48/20	00	05	52
	48/21	00	04	51
	48/22	00	02	90
	84/2A1	00	07	50
	84/3A/39	00	01	70
	84/3A/40	00	14	30
	84/3A/41	00	02	23
	84/3A/42	00	23	40
	84/3A/44	00	05	80
	84/3A/45	00	04	20
	84/3A/46	00	09	80
	84/3A/47	00	00	88
	84/3A/84	00	07	05
	84/3A/85	00	14	05
	84/3A/86	00	08	05
	84/3A/87	00	00	85
	84/3A/88	00	03	89
	84/3A12	00	04	66
	84/3A13	00	02	84
	84/3A4	00	00	22
	84/3A5	00	06	47
	84/3A6	00	07	11
	84/3A7	00	07	30
	84/3A8	00	00	33
	85/10	00	01	40
	85/11	00	01	12
	85/12	00	01	44

1	2	3	4	5
5) Narapadu (Contd)	85/13	00	02	16
	85/14A	00	01	88
	85/14B	00	02	27
	85/15	00	02	50
	85/17	00	01	35
	85/18	00	06	06
	85/19	00	03	04
	85/20	00	01	30
	85/21	00	24	19
	85/23	00	00	80
	85/2B	00	01	28
	85/2C	00	00	20
	85/40	00	00	57
	85/6B	00	00	10
	85/9A	00	00	25
6) Dongamarri Sitarampuram	28	00	98	99
	29	00	72	11
	21	00	40	07
	15/16	00	01	64
	15/17	00	20	34
	15/14	00	13	74
	15/5	00	07	07
	15/6	00	13	70
	15/2	00	02	40
	15/7	00	04	87
	15/8	00	00	87
	13/7	00	02	44
	13/8	00	09	98
	13/9	00	03	73
	13/5	00	05	84
	13/4	00	34	95
	13/1	00	22	94
	3/2	00	08	72
	3/1	00	21	26
	5	00	27	14
	6	00	51	44
7) Galibhimavaram	5/1D	00	52	80
	5/8C	00	05	20
	3	00	13	80
	4	00	00	10
	2	00	07	06
	1/2	00	27	66

1	2	3	4	5
7) Galibhimavaram (Contd)	10	00	01	60
	1/1	00	08	98
	1/3A	00	07	79
	1/3C	00	04	35
	46	00	26	20
8) Lagisettipalem	104/7	00	20	85
	104/12	00	33	40
	104/8	00	06	23
	101/6	00	00	85
	101/7	00	11	37
	101/15	00	02	80
	101/14	00	09	92
	101/16	00	00	28
	101/13	00	02	07
	101/10	00	06	47
	101/11	00	05	38
	101/12	00	00	86
	100/24	00	03	73
	100/26	00	06	72
	100/25	00	10	60
	102	00	00	10
	100/13	00	02	96
	100/12	00	03	21
	100/11	00	01	78
	100/10	00	01	10
	100/9	00	01	31
	100/7	00	00	10
	99	00	26	01
	48	00	25	46
	44	00	51	73
	45	00	40	42
	35	00	29	75
	36	00	40	33
	32	00	08	76
	31/1	00	00	21
	29	00	01	99
	26/3	00	00	10
	26/4	00	01	09
	26/5	00	04	21
	26/6	00	07	20
	26/9	00	00	10
	26/19	00	09	88

1	2	3	4	5
8) Lagisettipalem (Contd)	26/20	00	14	48
	26/27	00	00	18
	26/22	00	04	21
	26/23	00	03	23
	26/24	00	01	98
	26/25	00	00	75
	26/21	00	13	89
	26/26	00	00	10
	25/2	00	00	10
	27/1A	00	20	34
	27/2	00	04	52
	27/3	00	00	55
	28/1	00	65	46
	28/2	00	00	10
9) Gotivada	141	00	09	91
	153/3F	00	04	14
	153/4B	00	10	04
	153/3E	00	02	80
	153/3D	00	00	32
	153/4A	00	05	53
	153/4C	00	02	20
	153/6C	00	02	21
	153/6D	00	00	17
	153/7C	00	00	69
	143/1C	00	00	77
	143/1A	00	04	24
	143/1B	00	02	52
	153/7B	00	07	11
	143/2A	00	02	61
	153/7E	00	06	00
	153/7D	00	00	46
	153/7H	00	03	60
	153/7F	00	00	17
	153/7G	00	05	85
	153/7I	00	04	38
	153/8	00	00	26
	146/6	00	00	56
	146/7	00	11	10
	146/8	00	33	58
	146/9B	00	00	20
	146/9A	00	06	66
	146/10	00	00	84
	150/19	00	11	41
	150/18	00	04	23
	146/13A	00	00	10
	149/1	00	02	80
	149/2	00	02	26
	149/3	00	02	74
	146/14B	00	00	44
	146/14A	00	07	68
	146/15A	00	00	10
	100/5D	00	05	24
	100/5E	00	18	16
	101/1	00	19	00
	101/2	00	01	39

1	2	3	4	5
9) Gotivada (Contd)	101/3	00	09	55
	101/4	00	08	82
	101/5	00	02	70
	100/4B	00	03	09
	100/4C	00	10	17
	100/4D	00	05	89
	100/4E	00	04	09
	87/2	00	07	51
	102/1A	00	00	35
	84/28	00	50	16
	83/3	00	31	51
	83/1	00	02	73
	83/2	00	00	12
	77/1	00	34	73
	82/8	00	06	58
	82/5	00	01	89
	82/7	00	01	19
	77/17	00	00	37
	77/2	00	11	17
	77/3	00	02	96
	77/4	00	00	15
	78	00	16	59
	74/13B	00	01	22
	74/13A	00	00	10
	74/14	00	04	86
	74/15	00	01	52
	74/16	00	00	56
	74/26	00	01	32
	74/25	00	02	12
9) Gotivada (Contd)	74/24	00	06	16
	74/23A	00	00	28
	74/23B	00	01	31
	74/30	00	00	97
	74/31	00	03	89
	74/32	00	03	24
	74/22	00	00	10
	74/33	00	02	40
	74/35D	00	00	84
	74/39	00	00	36
	74/2D	00	00	10
	74/40	00	00	10.
	74/47	00	00	87
	74/37/A	00	02	31
	74/37/B	00	00	10
	74/36	00	03	72
	74/34	00	00	40
	74/35A	00	01	87
	74/3	00	08	30
	74/1C	00	05	96
	74/2F	00	00	96
	74/1B	00	06	49
	74/1A	00	00	27
	75	00	02	68

[F. No. L-14014/31/2010-G.P.(Vol.-II)]

K. K. SHARMA, Under Secy.

श्रम और रोजगार मंत्रालय

नई दिल्ली, 13 जनवरी, 2011

का.आ. 436.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण भुवनेश्वर के पंचाट (संदर्भ संख्या 10/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-1-2011 को प्राप्त हुआ था।

[सं. एल-12012/251/2004-आई आर (बी-I)]

रमेश सिंह, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 13th January, 2011

S.O. 436.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 10/2005) of the Central Government Industrial Tribunal-cum-Labour Court-2, Bhubaneswar 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 11-1-2011.

[No. L-12012/251/2004-IR (B-1)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Shri J. Srivastava,

Presiding Officer, C.G.I.T.-cum-Labour Court, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 10/2005

Date of Passing Award - 29th December 2010

Between:

The Management of the Chief Manager,
State Bank of India, Main Branch,
Harihar Chhak, Puri, Orissa.

...1st Party-Management.

And

Their workman Shri Lingaraj Mohanty,
S/o. Shri Gunanidhi Mohanty,
At.-Mati Mandap Sahi, Ps. Town Thana,
Dist. - Puri, Orissa.

...2nd Party-Workman.

APPEARANCES:

M/s. H.K. Mohanty, Advocate. — For the 1st Party-Management.

M/s. Subrat Mishra & Associates, Advocate. — For the 2nd Party-Workman.

AWARD

The Government of India in the Ministry of Labour has referred the present industrial dispute existing between the employers in relation to the Management of State Bank of India and their workman 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 *vide* their letter No. L-12012/251/2004 - IR (B-I) dated 03/21-3-2005.

2. The dispute as referred is quoted below :-

"Whether the claim of Shri Lingaraj Mohanty that he was engaged by the Management of State Bank of India in relation to their Puri Main Branch during the year from 1982-2003 is correct? If so, whether the action of the Management in terminating him from service without following Section-25 of the Industrial Dispute Act, 1947 is legal and justified? If not, what relief is the disputant entitled to?"

3. In pursuance of the order of reference the 2nd Party-workman preferred his statement of claim contending that he was given appointment after being selected in an interview on the post of messenger on daily wage basis by the Chief Manager of the 1st Party-Management on 3-3-1982. However no written order of appointment was issued to him. He resumed his duties on 3-3-1982 as a casual messenger but at a later stage he was directed to perform the job of canteen cook by the Chief Manager. Besides the job of canteen cook, he was also assigned the work of security guard of the cycle stand of the bank. In November, 2000 he was deputed as a security guard in the ATM counter of the bank and worked there till 5-9-2003. After that he was refused employment by the 1st Party-Management. He has performed all his assigned duties sincerely and satisfactorily. He was never issued any charge-sheet for misconduct, nor any enquiry was initiated against him by the 1st Party-Management. He was initially appointed at a daily wage of Rs. 25, but when he was deputed as watchman in cycle stand his salary was fixed at Rs. 500 per month consolidated. As his wages were very low he approached the Chief Manager for enhancement of his wages whereupon his wages were enhanced to Rs. 40 per day in the year 1999. While he was discharging his duties as a watchman at the ATM counter, his wages were again enhanced at Rs. 45 per day from 1-12-2008 and thereafter at Rs. 50 per day from 1-3-2002 till the date of his disengagement. While discharging his duties in casual post he attended the interview for the post of permanent messenger in two different years, but to his misfortune he

was not given any permanent post and was allowed to continue in the bank in temporary status till 5-9-2003. Thus his disengagement by way of refusal of employment amounts to retrenchment for which the 1st Party-Management is under statutory obligation to comply the provisions of Section 25- F of the Industrial Disputes Act. He has worked for more than 240 days continuously with uninterrupted service under the 1st Party-Management. Hence non-compliance of provisions of Section 25- F renders the termination void-ab-initio. But the 1st Party-Management in flagrant violation of Section 25-G of the Industrial Disputes Act instead of adhering to the principles of "First come last go" has terminated the service of the 2nd Party-workman, and allowed the juniors to continue in service and as such the disputant-workman is entitled to be reinstated in service with all consequential service benefits. His termination is not only illegal, unjustified, malafide and arbitrary, but the same is against the principles of natural justice. He approached the concerned authority for reinstatement in service, but to no avail. Hence his termination be declared illegal and unjustified and the 1 st Party-Management be directed to reinstate him in service with full back wages and other consequential service benefits.

4. The 1st Party-Management has filed written statement in which it has been stated that the 2nd Party-workman was engaged intermittently for a period of 174 days i.e., with effect from 1-1-1982 to 31-12-1983 in temporary capacity and for 64 days on daily wage basis with effect from 15-1-1982 to 2-12-1986 in exigencies of service for cleaning of branch premises and shifting of records etc. To give a permanent status to the temporary/casual/daily wage workers they were given opportunities for appearing in the interviews in pursuance of a number of settlements entered into between the State Bank of India and All India State Bank of India Staff Federation. The 2nd Party-workman was also called to appear in the interview along with other eligible candidates, but he was not selected in the said interview. Any length of temporary employment does not entitle a person to claim any statutory right for permanent appointment in the bank. The 2nd Party-workman was engaged as a canteen boy and cycle stand watchman for a few days by the Local Implementation Committee. He was being paid Rs. 500 per month by the Local Implementation Committee while working as a watchman. The Local Implementation Committee at the branch is a separate body formed by the staff for their welfare activities. The bank is not concerned with such local implementation committee except giving certain funds to carry out such welfare activities. The canteen and the cycle stand are not run/ maintained/managed by the bank, but by the Local Implementation Committee consisting of members of the staff of the branch concerned. Therefore the days for which the 2nd Party-workman was engaged by the Local Implementation Committee as canteen boy and cycle stand watchman cannot be said as engagement by the 1st Party-Management. So the claim of the 2nd Party-workman in this regard is not maintainable as he was never employed by the bank. The first ATM of the 1st Party-Management-Bank was installed on 19-11-2000 and in order to facilitate smooth functioning of the ATM the authorized officer of the ATM was advised to take the service of the security agency or any local person at his risk and responsibility. The officer in-charge engaged the 2nd Party-workman till alternative arrangement is made by the bank. There is no such practice in the bank to engage any ATM watchman. In fact whatever amount had been paid to the 2nd Party-workman for keeping watch over the ATM counter the same had been paid to him by the officer in-charge of the ATM, though it was reimbursed by the bank to such officer. When the ATM vendor took over the maintenance of all the ATM counters of the bank, the services of the 2nd Party-workman were no more required. He was never engaged by the 1 st Party-Management during the period from 1982 to 2003. Therefore the termination of service of the 2nd Party-workman by the 1st Party-Management in 2003 does not arise at all. Thus the present reference is not maintainable. There is also no question of violation of either of provisions of Section 25-F or 25-G. No principle of natural justice has been infringed. The 1st Party-Management had given him fair opportunity for his permanent absorption in the bank, but he failed to succeed in the interview. Therefore, no question of reinstatement arises and the reference is liable to be rejected.

5. Following issues were settled on the pleadings of the parties for adjudication.

ISSUES

1. Whether the workman was appointed as a casual messenger on the basis of an interview?

2. Whether the workman was in continuous employment from 3-3-1982 to 5-9-2003?

3. Whether the Management is justified in refusing employment to the workman without due compliance of Section 25 of ID Act, 1947?

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

6. The 2nd Party-workman Shri Lingaraj Mohanty has examined himself as Workman Witness No.1 and has filed and proved certain documents marked as Ext.-1 to 4/1. The 1st Party-Management has examined Shri Ajit Kumar Parija on affidavit as M.W.-1 and has filed and proved certain documents marked as Ext.-A to Ext.-F.

FINDINGS

ISSUE NO.1

7. This issue is not at all at dispute as the 2nd Party-workman has alleged and proved in his statement before the Court that he was appointed as a casual messenger after facing an interview and joined in the bank on

3-3-1982. The 1st Party-Management has admitted his temporary appointment in its written statement by saying that the 2nd Party-workman was engaged intermittently for a period of 174 days i.e. with effect from 1-1-1982 to 31-12-1983 and for 64 days on daily wage basis from 15-1-1982 to 2-12-1986, though afterwards alleged that his engagement at canteen and cycle stand was made by Local Implementation Committee and at ATM counter by authorized officer (In-charge) of the ATM. This makes no difference as the wages were paid to the 2nd Party-workman from the funds of the Bank as principal employer and the term "workman" includes all such type of persons. The witness Shri Ajit Kumar Parija produced on behalf of the 1st Party- Management has no direct knowledge about the period of engagement or nature of engagement of the 2nd Party-workman as he himself has admitted it in his cross-examination. The Management witness has not denied the fact that the 2nd Party-workman was appointed as a casual messenger on the basis of an interview. There is also no denial of this fact in the written statement of the 1st Party-Management. As such it is held that the 2nd Party-workman was appointed as a casual messenger on the basis of an interview and accordingly this Issue is decided in favour of the 2nd Party-workman.

ISSUE NO. II

8. The contention of the 2nd Party-workman is that he had worked with the 1st Party-Management as a casual worker in different capacities from 3-3-1983 to 5-9-2003. The 1st Party-Management has denied his continuous employment in the aforesaid period and has stated that the 2nd Party-workman was engaged intermittently only for a period of 174 days with effect from 1-1-1982 to 31-12-1983 and thereafter for 64 days on daily wage basis from 18-1-1982 to 2-12-1986 in exigencies of service. So far as the engagement of the 2nd Party-workman after the aforesaid two periods relates no statement has been made except his engagement shown as a canteen boy and a cycle stand watchman for a few days. During that period he was paid by the Local Implementation Committee. But no exact period of such engagement has been disclosed in the written statement. The pleadings in this regard are all the more inconsistent. The 1st Party-Management has admitted the engagement of the 2nd Party-workman as a watchman at the ATM counter from November 2000 to 5-9-2003, but at the same time has alleged that for the work of watchman at ATM counter, the 2nd Party-workman was paid his wages by the officer in-charge of the ATM who was in turn reimbursed such payment by the Bank. The evidence of the M.W.-1 Shri A.K Parija throws no light on the period of engagement of the 2nd Party-workman as a casual worker in different capacities in the Bank or its allied agencies. On the other hand, the 2nd Party-workman has stated categorically in his statement before the court that he had worked continuously for all the days from 3-3-1982 to 5-9-2003 including the holidays. He joined in the bank on 3-3-1982 as a casual messenger. At times he was asked to work in the canteen as a cook and the other time he was asked to watch the cycle stand. On 19-11-2000 the Bank opened an ATM counter at Puri and he was engaged there as a watchman from the very day where he worked till 5-9-2003. There-after he was refused employment saying that the ATM counter was privatized and given to C.M.C. company. He has stated that while working as a casual messenger he was getting his wages through bankers cheque at the end of each month and while working in the cycle stand and in the canteen he was getting his wages daily from out of the contingency fund/petty cash. He has filed Ext.-1, 1/1/, 1/2 and 1/3 as xerox copies of the vouchers through which he was paid from out of the contingency fund. These exhibits relate to the year 1996. He has also filed Ext.-3, 3/1 to 3/40 as xerox copies of the vouchers through which he was paid for his service rendered at the ATM counter. These payments were made to him by the Branch Manager He has further stated in his cross-examination that while working in the cycle stand he was also being engaged temporarily in some petty office work and for that he was being paid separately in addition to a fixed amount of Rs. 500 which he was getting towards watching the cycle stand. The above testimony of the 2nd Party-workman stands un-controverted and thus reveals that he had worked under the 1st Party- Management as a casual worker in different capacities from 3-3-1982 to 5-9-2003 either at the Bank or its allied agencies such as canteen, cycle stand, ATM counter etc. Although no full time documentary evidence has been produced by the 2nd Party-workman regarding his continuous and uninterrupted engagement in the Bank or its allied agencies for the period from 3-3-1982 to 5-9-2003 yet the 2nd Party-workman has produced all possible documentary evidence as was available with him. He has also produced xerox copies of two letters dated 19-01-1990 and 14-12-1993 marked as Ext.-2 and 2/1 respectively which show that the 2nd Party-workman was called for interview by the 1st Party-Management for permanent appointment as "Messenger" in the subordinate cadre of the bank. These letters testify his version that he was in temporary employ of the 1st Party-Management earlier to the dates given in the call letters for interview. It cannot be expected from a man who was casually employed without any written order of appointment by the bank to preserve all the letters and correspondence made regarding his employment. Therefore heavy burden lies on the 1st Party-Management to show the actual period of engagement of the 2nd Party-workman in the Bank or its ancilliary agencies when the latter has discharged the initial burden. But the 1st Party-Management has miserably failed to disprove the continuous employment of the 2nd Party-workman in the bank or its ancilliary agencies from 3-3-1982 to 5-9-2003. The witness produced on behalf of the 1st Party-Management Shri A.K. Parija is not in the know of the period of engagement or the nature of engagement of the 2nd Party-workman. He joined

the Puri Branch of the 1st Party-Management on 14-5-2007 when all the happenings of the case came to a close. Therefore it is held that the 2nd Party-workman was in continuous employment of the 1st Party-Management from 3-3-1982 to 5-9-2003. This issue is accordingly decided in favour of the 2nd Party-workman.

ISSUE NO. III & IV

9. Since both the issues are inter-connected they are taken together for convenience sake. It has been held under the findings of the foregoing issues that the 2nd Party-workman was appointed by the 1st Party-Management as a casual messenger and he continued to work under the 1st Party-Management from 3-3-1982 to 5-9-2003. The 2nd Party-workman was lastly engaged as an ATM counter watchman from 19th or 21st November, 2000 to 5-9-2003 and he was paid for that job allegedly by the Branch Manager who was reimbursed for such payment by the bank itself. There is no explanation as to whether the engagement of the 2nd Party-workman by the bank at ATM counter relates to any welfare measure of the staff? Therefore it cannot be denied that the 2nd Party-workman was engaged by the 1st Party-Management in connection with the affairs of the bank. After rendering service for nearly three years short of two or three months the 1st Party-Management cannot justify its action to disengage him from service without compliance of provisions of Section 25-F of the Industrial Disputes Act as the 2nd Party-workman has rendered more than 240 days continuous service within a period of 12 calendar months preceding the date of his termination of service which amounts to retrenchment and where the workman is proposed to be retrenched after rendering continuous service of one year (at least 240 days) under an employer he shall be given one month's notice in writing indicating the reasons for retrenchment or paid wages for the period of notice in lieu of notice. In addition to it he shall also be paid retrenchment compensation equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of six months. These mandatory provisions have not been complied with by the 1st Party-Management while terminating the services of the 2nd Party-workman. Prior to 19-11-2000 or 21-11-2000 period of rendition of continuous service at the bank has also to be taken into account as the 1st Party-Management has failed to show that the 2nd Party-workman was not engaged by it and paid by the funds of the bank. Therefore the 2nd Party-workman is also entitled to receive the benefits under section 25- F of the Industrial Disputes Act for the said period.

10. It has also been urged on behalf of the 2nd Party-workman that the provisions of Section 25-G and 25-H have not been followed by the 1st Party-Management while ceasing the employment of the 2nd Party-workman. The principle of "first come last go" must be adhered to and the 2nd Party-workman be given re-employment if there exists or arises any casual or temporary vacancy under the 1st Party-Management. A number of decisions of various High Courts and Hon'ble Supreme Court have been cited in this regard. In the case of "Gopal- versus- MCD & another" reported in 2004-IV-LLJ (Suppl)-NOC-40, the Hon'ble High Court of Delhi has held that even those workmen who had put in less than 240 days have industrial rights under the Industrial Disputes Act such as those pertaining to Section 25-G and 25-H. The same view was reiterated in the case of "Government of NCT of Delhi - Versus- Hospital Employees Union, Delhi" reported in 1997(II) - LLJ-516. The Hon'ble High Court of Rajasthan in the case of "Oriental Bank of Commerce - versus- P.O., CGIT & another" reported in 1994 (II)-LLJ-770 has held that Section 25-G and 25-H are attracted even in cases where workman had worked for less than 240 days. The Hon'ble High Court of Orissa in the case of "Union of India & Others - Versus - Sudarsan Barik & Others" reported in 2006(Suppl-I) OLR 619 has ruled that where any workmen are retrenched and the employer proposes to take into his employ any person, he shall, in such manner as may be prescribed give an opportunity to the retrenched workmen and such workmen who offer themselves for re-employment shall have preference over other persons

11. The Hon'ble Supreme Court in the case of "Central Bank of India -versus- S. Satyam & Others" reported in 1996-II-LLJ-820 has held that the benefit of applicability of Section 25-F can be claimed by a workman only if he has been in continuous service for not less than one year as defmed in section 25-B. Any other retrenched workman who does not satisfy this requirement of continuous service for not less than one year cannot avail the benefit of such Section 25-F which prescribes the conditions precedent to retrenchment of workman of this category. Section 25-G prescribes the procedure for retrenchment and ordinarily applies the principle of "last come first go".

12. Section 25-H then provides for re-employment of retrenched workman. It says that when the employer proposes to take into his employ any persons, he shall, in such a manner as may be prescribed, give an opportunity to the retrenched workmen who are citizens of India to offer themselves for re-employment and such retrenched workmen who offer themselves for re-employment shall have preference over other persons.

13. The Hon'ble Court has also referred to Rules 77 and 78 of the Industrial Disputes (Central) Rules, 1957 which prescribe the maintenance of seniority list of all workmen in a particular category from which retrenchment is contemplated and the mode of re-employment of retrenched workmen.

14. It is presumed that the 1st Party- Management has been maintaining such a seniority list as required by

Rule 77. There is a specific allegation by the 2nd Party-Workman in his statement of claim that the 1st Party-Management instead of adhering to the principle of "first come last go" as envisaged in Section 25-G of the Industrial Disputes Act has terminated his services allowing the juniors to continue. This fact though pleaded has not been proved in evidence. But, nevertheless if the procedure for retrenchment as envisaged in Section 25-G of the Industrial Disputes Act has not been followed by the 1st Party-Management, the 2nd Party-Workman is entitled to its benefit and he shall be given reemployment forthwith provided there is any vacancy already existing under the 1st Party-Management or arises in future.

15. In view of the above discussions, it undoubtedly comes out that the 1st Party-Management was not justified in refusing employment to the 2nd Party-Workman without making due compliance of the provisions of Section 25-F of the Industrial Disputes Act , 1947. When certain facts are alleged by one party, the other party has to put his case with regard to those allegations. The 1st Party-Management in reply to Para-9 of the statement of claim has submitted that since there is no violation of Section 25-F of the Industrial Disputes Act, the question of violation of 25-G does not arise. But, as has been held in a catena of judgments of the various Hon'ble High Courts and Hon'ble Supreme Court the application of Section 25-H cannot be restricted to the categories of retrenched workmen covered under Section 25-F alone. It means that Section 25-H is capable of application to all retrenched workman not merely those covered under Section 25- F. Therefore the contention of the 1st Party-Management does not hold good and it by implication suggests that the provisions of Section 25-G were not complied with by the 1st Party-Management. Therefore the 2nd Party-Workman is entitled to be reinstated in a casual or temporary vacancy existing or likely to arise in near future. The 2nd Party-Workman has also prayed for back wages and consequential service benefits but to a casual or temporary employee reinstatement with back wages cannot be allowed as he does not hold any vested right in the post from where he was disengaged. He is, of course, entitled to some compensation on this count.

16. In the sum and substance, the 2nd Party-Workman is entitled to be reinstated in some casual or temporary vacancy now existing or likely to arise in near future. He shall also be entitled to receive a sum of Rs. 30,000 as compensation for arbitrary and illegal termination of service and for violation of provisions of Section 25-G of the Industrial Disputes Act by the 1st Party-Management. The 1st Party-Management is also directed to pay wages in lieu of one month's prior notice of retrenchment and retrenchment compensation equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of six months. All these directions are to be complied with within a period of three months from the date of publication of the award.

17. Issues No. III and IV are decided accordingly.

18. Award is passed with the above directions to the 1st Party-Management.

Dictated and Corrected by me.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 14 जनवरी, 2011

का.आ. 437.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/आर/190/92) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-1-2011 को प्राप्त हुआ था।

[सं. एल-12012/121/92-आई आर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 14th January, 2011

S.O. 437.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/LC/R/190/92) of the Central Government Industrial Tribunal/Labour Court Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workmen, which was received by the Central Government on 5-1-2011.

[No. L-12012/121/92-IR(B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

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

NO. CGIT/LC/R/190/92

Presiding Officer: SHRI MOHD. SHAKIR HASAN

Shri Deviram Batham,
S/O Shri Rajaram Batham,
C/o President,
Central Bank Employees Union,
362, C.O.Colony, Morar,
Gwalior ...Workman/Union

Versus

The Regional Manager,
Central Bank of India, Birma Bhawan, Near A. G Office,
Jhansi Road,
Gwalior ...Management

AWARD

Passed on this 22nd day of December 2010

1. The Government of India in the Ministry of Labour vide its Notification No L-12012/121/92-IR(B-II) dated 31-8-92 has referred the following dispute for adjudication by this tribunal :—

"Whether the action of the Management of Central Bank of India, Gwalior, in terminating the services of Shri Deviram Batham S/o Shri Rajaram Batham, Peon w.e.f. 12-9-87 is justified? If not, to what relief is the workman entitled?"

2. The case of the workman in short is that the workman was appointed orally against permanent vacancy as peon by the management bank at Thatipur Branch on 15-6-87. He worked continuously till 12-9-87 when he was terminated from service without any notice and another person was appointed immediately. On continuous approach, he was again appointed on the same vacancy w.e.f. 1-1-1988 and worked till June, 1988. Thereafter again he was terminated without any notice. He raised industrial dispute before the Asstt. Labour Commissioner, Bhopal but on failure this is the reference. It is submitted that the termination be declared illegal and the workman be reinstated with all benefits.

3. The management appeared and filed Written Statement to contest the reference. The case of the management, inter alia, is that the workman was engaged as a casual labour on daily wages from July, 1987 to September, 1987 for only 60 days. Thereafter he was again engaged from January, 1988 to May, 1988 for 66 days on exigency of work. He was never appointed on any permanent post nor he has worked 240 days or more in any twelve calendar months as has been required under Section 25B of the Industrial Disputes Act, 1947. His service was automatically terminated on expiry of the exigency of work and therefore no notice was required to be given to him. On these grounds, it is submitted that the reference be answered in favour of the management.

4. On the pleadings of both the parties, the following issues are framed for adjudication.

I. Whether the action of the management in terminating the service of the workman is justified?

II. To what relief, the workman is entitled?

5. After filing statement of claim, the workman absented and therefore the then Tribunal proceeded the reference exparte against the workman on 3-4-2008.

6. Issue No. I

To substantiate the case of the management, the management has adduced one witness. The management witness Shri A.K.Shrivastava is Senior Manager of the management Bank. He has stated that he was engaged on daily wages as casual labour and was never appointed against vacancy. He has further stated that he has never worked 240 days in 12 calendar months. His evidence is unrebutted. There is no other evidence to establish the case of the workman. I do find any reason to disbelieve the evidence of the management. It is clear that the action of the management is justified. This issue is decided in favour of the management.

7. Issue No. 2

On the basis of the discussion made above, it is clear that the workman is not entitled to any relief. Accordingly the reference is answered.

8. In the result, the award is passed without any costs.

9. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 14 जनवरी, 2011

का.आ. 438.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एंड सिंध बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या 22/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-1-2011 को प्राप्त हुआ था।

[सं. एल-12012/96/2009-आई आर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 14th January, 2011

S.O. 438.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No 22/2010) of the Central Government Industrial Tribunal-cum-Labour Court-1, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab and Sind Bank and their workmen, which was received by the Central Government on 5-1-2011.

[No. L-12012/96/2009-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE DR. R.K. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, KARKARDOOMA COURTS COMPLEX, DELHI

I.D. NO. 22/2010

Rattan Pal S/o Shri Dharam Pal,
R/o H. No. 344, Block A, Sector-11,
New Vijay Nagar,
Ghaziabad (U.P.). ... Workman

Versus

The Chief Manager,
Punjab & Sind Bank,
H.O. Foreign Exchange Department,
24, Rajindra Place,
New Delhi. ... Management

AWARD

Part-time sweepers, engaged by Punjab & Sind Bank (hereinafter referred to as the bank) at its foreign exchange department, located at H-11, Connaught Place, New Delhi, absented themselves from their duties, in spite of various reminders sent to them. The bank informed authorities in that regard and contemplated domestic action against them. In their absence temporary services of two sweepers, namely, Shish Pal and Rattan Pal were taken by the bank for clearing and sweeping its premises, which consisted of four floors of the building. Services of Shish Pal were dispens with in December, 2003. He raised an industrial dispute, which came to be adjudicated vide award dated 19-7-07 by the Central Government Industrial Tribunal No.2, Rajinder Place, New Delhi. Services of Rattan Pal were also done away by the bank. He raised a demand for reinstatement of his services, which demand was brushed aside by the bank. He was constrained to raise an industrial dispute before the Conciliation Officer. The bank took a stand that since services of Rattan Pal were engaged on casual basis occasionally, without following recruitment policy, hence he cannot be reinstated. On account of aforesaid contention of the bank, the conciliation proceedings failed. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to this tribunal for adjudication, vide order No.L-12012/96-2009-IR(B-II) New Delhi dated 8-2-2010, with following terms of reference:

> "Whether the action of the management of Punjab & Sind Bank, New Delhi in terminating the services of workman Rattan Pal w.e.f. February, 2007 is just, fair and legal? To what relief the workman is entitled?"

2. Claim statement was filed by Shri Rattan Pal pleading that he was engaged by the bank for sweeping a four storey building, located at H-11, Connaught Place, New Delhi, where its foreign exchange department was functioning. He was engaged in June, 95, since regular sweepers of the bank were not attending to their duties. Approximate area of the building was around 5500 sq.ft and as per norms there were vacancy of two sweepers with the bank. Besides sweeping job, he was also performing duties of a peon. He performed his duties without any break, leaves, overtime, benefit of holidays etc. A meager sum was paid to him, which was much below the minimum wages. He used to work from 8.30 AM till 7 PM, even on Saturdays and Sundays. After August, 98, the bank shifted to Scindia House, Connaught Place, New Delhi. The bank kept on exploiting him on assurances that his services would be regularized. Though an office note dated 22-4-98 was submitted, yet his services were not regularized at all. He rendered 240 days service in every calendar year from 1995 till February, 2007, when he was orally told not to report for duties. He projects that the bank has been recruiting sweepers without any selection process. Branches at Mayur Vihar, Preet Vihar, Mukherjee Nagar, Dwarka Sector VI, Vikas Puri, Delhi, Indra Puram, Gaziabad and Rewari as well as Gurgaon were opened by the bank but his services were not regularized. Persons much junior to him were regularized at Chawri Bazar and Mayur Vihar branch of the bank. Various persons were recruited and juniors to him were regularized, which acts amount to unfair labour practice. He claims reinstatement with continuity of service and full back wages. Cost of litigation has also been sought by him.

3. Contest was given to his claim by the bank pleading that the claimant was never recruited in accordance with recruitment policy, which includes reservation to SC/ST categories, besides calling candidates for recruitment through medium of employment exchange. Since he was not recruited through employment exchange, he cannot claim any right for appointment in services of the bank. The bank pleads that claimant was engaged on casual basis occasionally for filling water in coolers and sometimes engaged for odd casual jobs. He was paid for the days he worked. The bank disputes that the claimant was engaged in June, 95, as regular sweepers were not doing their duties. It has been claimed that Vijender Singh and Rameshwar Singh were doing cleaning and sweeping job. It was not disputed that head office of foreign exchange department was reshifted to Scindia House, New Delhi, in August, 98. It was located only in two floors of the building, having approximate area of 37.00 sq.ft. and Vijender Singh and Rameshwar Singh continued to perform their duties there. In February, 2007, Foreign Exchange Department of the bank was reshifted to third floor at head office of the bank at Rajinder Place, New Delhi. It has been disputed that there were two vacancies of sweepers with the bank. It has been denied that the claimant performed job of a peon and worked from 8.30 AM till 7 PM. He used to do casual jobs of filling coolers with water which was done within one or at the best two hours. Since he was engaged for casual jobs there was no question of weekly off, holidays, overtime or grant of leaves to the claimant. It has been denied that he worked on Saturdays, Sundays and holidays. Bank agitates that at no point of time claimant rendered continuous service of 240 days in a calendar year. There were two permanent part-time sweepers and two peons engaged by the bank. There was no question of any assurances given to the claimant for being made regular. It has been disputed that any recommendation for regularization of service of the claimant was done by the bank. In the alternative bank pleads that the

recommendation, if any, cannot be a part of recruitment process. He was paid for the casual jobs. It has been disputed that on opening of new branches, appointment was to be given to the claimant. It has been denied that juniors to the claimant were regularized at Mayur Vihar and Chawri Bazar branch of the bank. Bank projects that the claim, being devoid of merits, is liable to be dismissed.

4. Claimant has examined himself in support of his claim. Rajinder Singh, Senior Manager, was examined by the bank to substantiate its stand. No other witness was examined by either of the parties.

5. Arguments were heard at the bar. Shri G. S. Chaturvedi, authorised representative, had advanced arguments on behalf of the claimant. Shri J Suthar, authorised representative, raised his submissions on behalf of the bank. I have given my careful consideration to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:

6. It has been claimed by the bank that the claimant was not recruited in accordance with recruitment policy, hence no right accrued in his favour for continuance in service. On the other hand, the claimant urges that on completion of 240 days continuous service, he became an industrial employee, to whom protection is available under the provisions of the Industrial Disputes Act, 1947 (in short the Act) . To adjudicate the controversy it would be expedient to know whether there is any recruitment policy of the bank for recruitment of sweepers, It is not a matter of dispute that service conditions of award staff of the bank are governed by Sastry Award, Desai Award and Bipartite Settlements, Therefore, an exercise is under taken to ascertain as to whether the aforesaid awards and settlements provide any provisions for appointment of part-time employees. Para 508 of the Sastry Award commands that employees shall be classified as: (a) permanent employees, (b) probationers, (c) temporary employees, (d) part-time employees. "Part time empioyee" has been defined to mean "an employee who does not or is not required to work for the full period for which an employee is ordinarily required to work and who is paid on the basis that he is or may be engaged in doing work elsewhere".

7. Paragraph 493 of Sastry Award projects that bank(s) in their own interest and, in case of a reasonable number of posts, advertise them and then make appointments after passing the candidates through such tests as they may consider necessary. The bank(s) should also maintain registers of candidates in which their names, ages, qualifications, previous experience, if any, special merits and recommendations should be entered and such registers should be revised periodically and kept upto date. Such registers should also have the names of retrenched and temporary employees whose work has been found to be satisfactory. The award nowhere provides as to how a part-time employee would be recruited.

8. Desai Award directs that a minimum of 1/3rd of the appropriate rate of pay and allowances should be given to part-time employees, if such part-time employee work for not less than 7 hours per week. Minima of wages have been prescribed for them, as detailed above. Desai Award is also silent as to under what manner a part-time employee would be recruited by the bank(s).

9. First Bipartite Settlement lays down in detail as to how a part- time employee would be paid. In clause 4.5 it has been provided that in supersession of paragraph 5.191 of the Desai Award, part-time workman shall be entitled to graduated incremental pay scales relating to their working hours, as follows :

(a) Part-time workman other than those belonging to subordinate staff shall be paid 1/3rd of the basic pay, special allowance, house rent allowance and other allowance, if any and D.A. and shall also be entitled to 1/3rd of the annual increments, payable under this settlement to full time workman provided that the total working hours of such part time workmen shall not exceed 12 per week.

(b) Part-time workmen who are members of subordinate staff shall (subject to clause 20.5) be paid - if their normal working hours per week are:

(1)	upto 3 hours	at banks discretion.
(2)	More than three hours but less than six hours	at banks discretion but minimum Rs.15/- PM.
(3)	6 hours to 13 hours	1/3rd of the scale wages with proportionate annual increment.
(4)	More than 13 to 19 hours	½ of the scale wages with proportionate annual increment.
(5)	More than 19 hours to 29 hours	3/4th of the scale wages with proportionate annual increment.
(6)	Beyond 29 hours -	Full scale wages.

10. Second Bipartite Settlement also speaks about the wages of part time workman. Clause 9 of the said settlement projects that in supersession of clauses 4.5 and 20.5 of the Bipartite Settlement dated 19th October, 1966, part time workman shall be entitled to graduated incremental pay scales related to their work hours, as follows:-

(a) Part-time workman other than those belonging to the subordinate staff shall be paid 1/3rd of the scale wages and shall be entitled to 1/3rd of the annual increment, payable under the settlement to full time workman provided that the total working hours of such part time work shall not exceed 12 per week.

(b) Part-time workmen who are members of subordinate staff shall be paid if their normal total working hours per week are :

(1)	Up to three hours	at bank's discretion.
(2)	More than three hours but less than six hours	at banks discretion but with a minimum Rs. 25 PM.
(3)	6 hours to 13 hours	1/3rd of the scale wages with proportionate annual increment.
(4)	More than 13 to 19 hours	1/2 of the scale wages with proportionate annual increment.
(5)	More than 19 to 29 hours	3/4th of the scale wages with proportionate annual increment.
(6)	Beyond 29 hours -	Full scale wages.

11. In third Bipartite Settlement agreement was reached to the effect that permanent part-time employees who are required to work for more than six hours a week will be eligible for provident fund and gratuity. Part-time employee, who is required to work over 3 hours but below six hours a week, shall be paid Rs. 60 PM w.e.f. 1st of September, 98. It was further agreed that subject to banks recruitment rules, if any, part-time employees in the subordinate cadre will be given a preference for filling full time vacancies in the same cadre, other things being equal.

12. Clause 18.1 of the Fifth Bipartite Settlement projects that codified service conditions of part-time employees with such modifications, as are considered necessary, as follows:-

Subordinate Staff

If their normal total working hours per week are:

Up to 3 hours	at bank's discretion with a minimum of Rs. 60 p.m..
More than 3 hours	at bank's discretion but with a minimum of Rs. 175 p.m.
6 to 13 hours	One third of the scale wages with proportionate annual increment.
More than 13 hours to 19 hours	One half of the scale wages with proportionate annual increment.
More than 19 hours to 29 hours	Three fourth of the scale wages with proportionate annual increment.
Beyond 29 hours	Full scale wages

'Scale wages' are defined to mean basic pay, city compensatory allowance (as per Clause 6), if any, special/ house rent/other allowance, if any, and dearness allowance payable under this Settlement to full-time workmen.

Part-time employees not drawing scale wages shall be eligible for only fixed monthly payment made to them by the bank. Other part-time employees drawing scale wages shall get only such benefits as are specifically provided hereunder:-

(a) Permanent part-time employees drawing scale wages are eligible for leave, medical aid and uniforms.

(b) Permanent part-time employees drawing scale wages are eligible for Provident Fund with effect from 1-9-1978.

(c) Permanent part-time employees drawing scale wages in banks other than in State Bank of India will be eligible for Gratuity. Those in State Bank of India, will however be eligible for Gratuity or Pension as per rules.

(d) Permanent part-time employees drawing scale wages shall be eligible for leave fare concession and leave encashment on pro-rata basis with effect from 1-4-89.

13. In Supplementary Settlement dated 28th Nov., 1997, it was agreed that part-time employees who are members of the subordinate staff and whose normal total working hours per week are as given below shall be paid consolidated wages:

1. Part-time Employees

In partial modification of Clause 18(1) of Memorandum of Settlement dated 10th April, 1989, part-time employees who are members of the subordinate staff, whose normal total working hours per week are as given below shall be paid consolidated wages:

(a)	From 1-11-1992 to 31-10-1994	
	Up to 3 hours	= Rs. 130 p. m.
	More than 3 hours but less than 6 hours	= Rs. 375 p.m.
(b)	From 1-11-1994	
	Up to 3 hours	= Rs. 150 p. m.
	More than 3 hours but less than 6 hours	= Rs. 440 p.m.

14. In Seventh Bipartite Settlement it has been projected that part- time employees shall be paid consolidated wages, in accordance with their working hours. Those agreed aspects are as follows:

"20. Part-Time Employees

(i) In partial modification of Clause 1 of the Bipartite Settlement dated 28th November, 1997, with effect from 1st November, 1997, part-time employees whose

normal working hours per week are as given below shall be paid consolidated wages as under :

(a)	Upto 3 hours	at bank's discretion with a minimum of Rs. 450 p. m.
(b)	More than 3 hours but less than 6 hours	at bank's discretion with a minimum of Rs. 740 p. m.

(ii) In partial modification of Clause 18.2 of the Bipartite Settlement dated 10th April, 1989, with effect from 1st November, 1999, part-time employees drawing scale wages shall also be eligible for reimbursement of hospitalisation expenses on pro-rata basis.

15. Except the amount of wages payable to a part-time employee, in none of the awards and settlements, referred above, mode or method of recruitment of part-time employee(s) was ever provided for. There is a candid admission by the bank that no recruitment rules are there in awards and settlements, referred above, for recruitment of part-time sweeper(s). Guidelines formulated by Department of Economic Affairs (Banking Division), Ministry of Finance, Govt. of India, New Delhi, has been proved by the bank as Ex. MW1/2. Those guidelines lay norms for recruitment of subordinate staff, which consists of part-time sweepers too. Relevant extract of those guidelines provides as follows:

Subordinate Staff

(i) Recruitment to subordinate staff should be on local basis.

(ii) The maximum age for sub-staff is to be fixed at 25 with suitable relaxation for SC/ST candidates.

(iii) Candidates having middle school as the minimum educational qualification should be considered for appointment as sub-staff.

(iv) Applications sponsored by the Employment Exchanges and such other applications that the bank may receive directly could form the basis for selection as sub-staff.

(v) While no written test is normally necessary for selection of sub-staff, the bank may devise a procedure to ascertain the candidate's ability to read and write. Interview should be the main process for selection.

(vi) As the procedure for selection of sub-staff through Employment Exchange is relatively simple, long waiting lists should not be prepared.

16. Except the guidelines detailed above, no recruitment procedure in respect of part-time employee(s) could reach my hands. Question for consideration comes as to whether recruitment of a part-time employee would be subjected to the Employment Exchange (Compulsory Notification of Vacancies) Act, 1959. (in short the Employment Exchange Act). Clause (i) of Section 2 of the Employment Exchange Act defines "unskilled office work". It provides that "unskilled office work" means work done in establishment by any of the following categories of employees, namely, (i) daftry, (ii) jamadar, orderly and peon, (iii) dusting man and farash, (iv) bundle or record lifter, (v) process server, (vi) watchman, (vii) sweeper, (viii) any other employees doing any routine or unskilled work/ the Central Government may by notification in the Official Gazette declare to be unskilled office work.

17. Section 3 of the Employment Exchange Act makes it clear that the said Act, does not apply in relation to vacancies - (a) in any employment in agricultural including horticulture in any establishment in private sector other than employment as agricultural or farm machinery operatives, (b) under any employment in domestic service, (c) under any employment the total duration of which is less than three months, (d) in any employment to do unskilled office work, (e) in another employment connected with the staff of parliament. Therefore, it is evident that for recruitment of a sweeper, not to talk of a part-time sweeper, provisions of the Employment Exchange Act are not applicable. The bank may recruit a part-time sweeper locally, without advertising vacancy in a newspapers or otherwise. Guidelines referred above, leaves a room for the bank to receive an application directly from a candidate for recruitment as sub-staff. No obligation is cast on the bank to insist for names of the candidates being sponsored by the employment exchange. For a work, duration of which is less than 3 hours a week, a candidate would not get his name registered with an employment exchange. It is not expected of the bank to make advertisement of such vacancies for public at large, since such work would be performed by persons, who can pull on with meager income. Therefore, it is evident that for recruitment of part-time sweeper discretion vests with the bank to engage such persons from near vicinity, where the branch is located where work exists. Therefore, it is emerging over the record that part-time sweeper(s) can be engaged by the bank in its respective branches, as per exigencies. When the bank makes engagement of part-time sweeper(s), as per exigency, without getting names of the candidates sponsored by an employment-exchange, which mode of recruitment is recognized by the guidelines referred above, it does not lie in its mouth to assert that the claimant was engaged dehors the rules. In such a situation contention of Shri Buther, to the effect that the claimant was engaged in violation of rules and not entitled for continuance of his service, is unfounded.

18. Shri Buther argued that instructions issued by Government of India, under the Employment Exchange Act are to be followed by the bank. On the other hand Shri Chaturvedi presents that those instructions are not relevant for the bank, in the matter of employment of part-

time sweepers. Though there is a dispute as to the relevancy of the instructions issued by Government of India, yet it would be expedient to know contents of those instructions. Office Memorandum No.114/11/64-Estt.(D) dated 21-3-64 was issued by Ministry of Home Affairs, Government of India, emphasizing that all vacancies in Central Government establishments, other than those filled through the Union Public Service Commission should be notified to the nearest employment exchange and no department or office should fill any vacancy by direct recruitment unless the employment exchange certified that they were unable to supply suitable candidates. Office memorandum No. 14024/ 2/77 -Estt. (D) dated 12-4-77 was issued by Department of Personnel and Training laying stress on proposition that all vacancies arising in Central Government offices/ establishments (including quasi government institutions and statutory organizations) irrespective of the nature and duration other than filled from the U.P.S.C. are not only to be notified, but also to be filled through the employment exchange alone and other permissible source of recruitment can be taped only if employment exchange concerned issued a non availability certificate. There can be no deviation from this recruitment procedure unless a different arrangement in this regard has been previously agreed to in consultation with the department of Personnel and Training and Ministry of Labour.

19. A gloss was put on these instructions by the Apex Court in N. Hargopal [1987 (3) SCC 308] wherein it was ruled that the Government is at perfect liberty to issue instructions to its own departments and organizations provided the instructions do not contravene any constitutional provision or any statute, these instructions cannot bind other bodies which are created by statute and which functions under the authority of statute. In the absence of any statutory prescription the statutory authority may, however, adopt and follow such instructions if it thinks fit. The court concluded that in case of public appointment it is necessary to eliminate arbitrariness, favourtism and introduce uniformity of standards and orderliness in the matter of employment. There has to be an element of procedural fairness in recruitment. If a public employer chooses to receive applications for employment where and when he pleases, and chooses to make appointment as he likes a grave element of arbitrariness is certainly introduced. The court went on to say that in the absence of a better method of recruitment any restriction that employment in Government departments should be through the medium of employment exchanges does not offend Article 14 and 16 of the Constitution. Hence it emerges that above instructions were affirmed by the Apex Court

20. Whether above instructions are applicable to the bank, is a proposition which has to be considered. The bank was constituted in view of the provisions made in section 3 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 (hereinafter referred to as the Banking Companies Act). The bank is a body corporate with perpetual succession and a common seal with power to acquire, hold and dispose of property and to contract and be sued in its name, enacts sub-section (4) of Section 3 of the Banking Companies Act. The general superintendence, direction and management of affairs and business of the bank vests in a board of directors, which is entitled to exercise all such powers and do all such acts and things as the bank is authorised to exercise and do, commands sub-section (2) of section 7 of the Banking Companies Act. Thus it is evident that the bank is a body corporate and not a department or establishment of Government of India. The employees of the bank not civil servants. The bank, being creature of the Banking Companies Act, is empowered to adopt its own policy of recruitment and the instructions referred above are not binding on it. Consequently it is concluded that the instructions, referred above, are not relevant for formulation of recruitment policy by the bank in respect of part-time sweepers.

21. As per information provided by the bank to the claimant under Right to Information Act, the bank had not engaged any part-time sweeper through the medium of employment exchange. Ex. MW1/2 makes it apparent that bank has adopted a policy to recruit part-time sweepers locally, permitting applicants to submit their application for recruitment directly, without being sponsored through an employment exchange. These facts make it clear that at no point of time the bank resorted to appoint part time sweeper through medium of employment exchange. Recruitment of sweeper were done locally by receiving applications directly from them. Hence contention of Shri Buther that the bank engages part-time sweepers through employment exchange is factually incorrect. Claimant was engaged locally, by permitting him to move his application directly to the bank. His engagement was in consonance with recruitment policy adopted by the bank.

22. Now I would turn to factual matrix of the present controversy. Claimant unfolds in his affidavit Ex. MW1/A that he was engaged by the bank in June, 95 for sweeping four storey buildings, located at H-11, Connaught Place, New Delhi. He worked with the bank from 8.30 AM till 7 PM. His engagement was necessitated since sweepers on the roll of the bank were not doing their duties. He worked continuously with the bank from June, 95 to February,2007. He had relied documents which are Ex. WW1/1 to Ex.WW1/ 240 to prove continuity of his service. Shri Rajinder Singh projects in his affidavit Ex. MW1/A that the claimant was engaged on temporary basis as a daily wager as and when there was some casual work. He was also engaged for filling water in desert coolers. He was paid for actual days of work. However, he concedes that vouchers Ex. MW1/W1 to Ex. MW1/W80 relate to the claimant. He further concedes that documents Ex.WW1/1 to Ex. WW1/ 85 are photo copies

of peon book and Ex.WW1/89 to Ex.WW1/231 are the vouchers issued by the bank. Ex.WW1/234, 235, 238 to Ex.WW1/240 are admitted to be the documents issued by the bank.

23. To appreciate rival submissions, it is expedient to have a glance on documents referred above, to ascertain period of service rendered by the claimant. Vouchers, which are not disputed by the bank project that the claimant worked only for 21 days in 1998. It emerges through the vouchers that in all claimant worked for 139 days in 1999, 90 days in 2000, 27 days in 2001, 14 days in 2002, 118 days in 2003,14 days in 2004 and 45 days in 2006. When these vouchers were scanned it emerged that the claimant worked for 9 days from 24-2-98 to 3rd of March, 98, 6 days from 9-12-98 to 15-12-98 and six days from 16-12-98 to 22-12-98. When cheques proved by the claimant were taken into account it came to light that the bank has withheld various vouchers for the year 1998. The claimant was paid a sum of Rs.350 on 16-1-98, a sum of Rs.200 on 22-1-98, a sum of Rs.350 on 13-2-98, a sum of Rs.200 on 3-3-98, a sum of Rs.360 on 8-10-98 , a sum of Rs.240 on 13-10-98, a sum of Rs.420 on 27-10-98, a sum of Rs.420 on 16-11-98, a sum of Rs.300 on 20-11-98, a sum of Rs.360 on 12-12-98, and a sum of Rs.360 on 23-12-98. In these cheques period for which the claimant had worked have not been unfolded. Therefore, this Tribunal cannot undertake an exercise to ascertain the actual period, for which the aforesaid cheques were paid by the bank to the claimant. However, it has emerged that the bank had withheld various vouchers for the year 1998, for reasons best known to it.

24. As per vouchers produced by the bank, the claimant had not worked with the bank in the month of April and May, 1999. However, that proposition was found to be factually incorrect, since as per cheques proved by the claimant a sum of Rs.260 was paid to him on 17-5-99, and another a sum of Rs.500 was paid to him on 18-5-99. Therefore, it is evident that for the year 1999 the bank had also withheld relevant vouchers. As per vouchers proved by the bank, the claimant had not at all worked in April, June and November, 2000. When cheques proved by the claimant were scanned it came to light that a sum of Rs. 500 was paid to him on 7-4-2000 and another sum of Rs.500 was paid to him on 24-5-2000. For the month of June a sum of Rs.500 was paid to him on 7-6-2000. A sum of Rs.500 was paid to him on 2-11-2000. Therefore, those facts postulate that relevant vouchers were withheld by the bank for the month of April, June and November, 2000 also. As per voucher produced by the bank the claimant had worked from 2-12-2000 to 8-12-2000 with the bank. However, when cheques were perused it came to light that a sum of Rs. 575 was paid to the claimant on 8-12-2000 and another sum of Rs. 575 was paid to him for 29-12-2000. Therefore, for the month of December, 2000 too, relevant voucher were withheld by the bank.

25. Bank had produced vouchers for the month of January and February, 2001, that too for 27 days only on which the claimant allegedly worked. As projected through cheques, a sum of Rs.575 was paid to the claimant on 29-1-2001, another sum of Rs.575 was paid to him on 2-2-2001. A sum of Rs.500 was paid on 9-2-2001, a sum of Rs.575 was paid on 16-2-2001, Rs. 500 was paid to him on 11-5-2001 and a sum of Rs. 575 each were paid to him on 18-5-001 and 22-6-2001 and a sum of Rs.500 was paid to him on 25-10-2001. Therefore, it is. absolutely clear that for the year 2001 also the bank had not produced various vouchers, for reasons best known to it.

26. When vouchers for the year 2003 were considered it came to light that the bank had produced documents for the month of January, April, May, July, August, September, October, November and December, 2003 only. When cheques, proved by the claimant, were taken into account, it came to light that a sum of Rs.575 each was paid to the claimant on 7-2-2003, 14-2-2003 and 28-2-2003. In the same manner a sum of Rs. 500 was paid to him on 13-3-03 and a sum of Rs. 575 was paid to him on 13-6-2003. Thus it is evident that for the year 2003 also the bank had withheld various vouchers for reasons best known to it. As per vouchers produced by the bank claimant worked with it from 17-1-2004 to 23-1-2004 and 31-1-2004 to 6-2-2004. However, cheques present different picture, since a sum of Rs. 475 was released in favour of the claimant on 9-1-2004 and a sum of Rs. 400 each was released in his favour on 6-2-2004 and 13-2-2004. As per vouchers proved by the bank the claimant had worked in the month of June, July, September and August, 2006. However, cheques project a different picture. A sum of Rs. 600 was released in favour of the claimant on 17-1-2006 and a sum of Rs.900 was released in his favour on 20-1-2006. It has also been shown that a sum of Rs.600/- was released in favour of the claimant on 19-2-2006, besides payments released in July and August, 2006. Thus it is emerging over the record that the bank had withheld vouchers which were in its possession, despite demand raised by the claimant in that regard.

27. A burden is there on the claimant to prove that he rendered continuous services of 240 days, preceding the date on which his services were dispensed with. To discharge that burden the claimant entered the witness box and unfolds that his services were engaged by the bank in June, 95, since part time sweepers were not performing their duties. To prove that proposition he had proved documents Ex.WW1/91 and Ex.WW1/92. Ex.WW1/91 was written by the Chief Manager (Personnel) to Assistant General Manager, Foreign Exchange Department of the bank. In that letter receipt of communication dated 5-7-95, intimating that Vijender Singh and Rajinder Singh were absent from their duties since August, 95 and 4th of March, 96 respectively, was acknowledged and authorities were requested to take suitable action against them, besides

making temporary arrangement for sweeping the premises at their end. Therefore, out of this document facts deposed by the claimant, to the effect that his services were engaged by the bank, when their part-time sweepers were not performing their duties, get support. Ex.WW1/92 gives confirmation to the aforesaid propositions and highlights that claimant and Shishpal were engaged by the bank to clean its office premises. Ex.WW1/92 was written on 22-4-98, which projects engagement of the claimant as part time sweeper since long. The claimant asserts that he has been working continuously from June 95 till February, 2007. He requested the bank for production of the vouchers, for the period he worked with it. The bank produced a few of the vouchers, referred above. It withheld vouchers for a major period. Undoubtedly the claimant ought to have proved continuity of his service by cogent evidence. However, when documents were in possession of the bank, it was incumbent upon the employer to produce the record. No justification could be established for non-production of the record. Thus it is evident that it is a fit case where an adverse inference may be drawn against the bank to the effect that in case it would have produced entire vouchers, the claim that the claimant rendered continuous service for more than 240 days in every calendar year would have been established. The Tribunal is fortified by the precedent in R.M.Yaliati [2006(1) LLJ 442] in that regard. Reference can also be made to Bhiku Bhai Megha Ji Bhai Chavda [2009 (15) (Addl.) S.C.R.761]. Consequently it is concluded that the claimant has been able to establish a case of adverse inference against the bank and drawing that adverse inference it is concluded that the claimant had worked continuously with the bank for a period of 240 days, preceding the date of his disengagement.

28. Claimant asserts that his services were disengaged in February,2007, when he was advised not to attend his duties. Contra to it Shri Ravinder Singh presents that claimant was engaged occasionally and was paid for actual days of his work. No inference emerge out that notice or pay in lieu thereof was given to the claimant, besides payment of retrenchment compensation. Therefore, it is emerging that when services of the claimant were dispensed with neither notice nor pay in lieu thereof and retrenchment compensation was paid. The management was under an obligation to pay him compensation for retrenchment at the time of retrenchment. Payment of retrenchment compensation is a condition precedent to a valid order of retrenchment. Precedents in Bombay Union of Journalists case [1964 (1) LLJ 351], Adaishwar Laal [1970 Lab.I.C.936] and B.M.Gupta [1979 (1) LLJ 168] announce that subsequent payment of compensation can not validate an invalid order of retrenchment. As retrenchment compensation was not paid to the claimant, consequently action of the management falls within the mischief of section 25-F of the Act.

29. When retrenchment of the claimant was violative of the provisions of section 25-F of the Act, as a normal rule, he is entitled for reinstatement in service with continuity. Retrenchment of Rattan Pal is held to be wrongful. Claimant asserts that he is unemployed since that date of his termination. This self serving bald statement would not espouse his cause, without any cogent evidence. Hence it is to be considered as to what quantum of wages is to be awarded to him for the intervening period. No definite yardstick for measuring the quantum of wages for intervening period is available. Certain precedents are there wherein question of award of compensation in lieu of reinstatement was considered, which may be of some help in the matter. In S.S.Shetty [1957 (11) LLJ 696] the Apex Court indicated some relevant factors which an adjudicator has to take into account in computing compensation in lieu of reinstatement, in the following words:

"The industrial Tribunal would have to take into account the terms and conditions of employment, the tenure of service, the possibility of termination of the employment at the instance of either party, the possibility of retrenchment by the employer or resignation or retirement by the workman and even of the employer himself ceasing to exist or of the workman being awarded various benefits including reinstatement under the terms of future awards by industrial Tribunal in the event of industrial disputes arising between the parties in future. In computing the money value of the benefits of reinstatement, the industrial adjudicator would also have to take into account the present value of what his salary, benefits etc. would be till he attained the age of superannuation and the value of such benefits would have to be computed as from the date when such reinstatement was ordered under the terms of the award.

Having regard to the considerations detailed above, it is impossible to compute the money value of this benefit of reinstatement awarded to the appellant with mathematical exactitude and the best that any tribunal or court would do under the circumstances would be to make as correct as estimate as is possible bearing, of course in mind all the relevant factors pro and con".

30. A Divisional Bench of the Patna High Court in B. Choudhary Vs. Presiding Officer, Labour Court, Jamshedpur (1983) Lab. 1. 1755 (1758) deduced certain guidelines which have to be borne in mind in determining the quantum of compensation viz.(i) the back wages receivable (ii) compensation for deprivation of the job with future prospect and obtainability of alternative employment; (iii) employee's age (iv) Length of service in the establishment (v) capacity of the employer to pay and the nature of the employer's business (vi) gainful employment in mitigation of damages; and (viii) circumstances leading to the disengagement and the past conduct. These factors are only illustrative and not

exhaustive. In addition to the amount of compensation, it is also within the jurisdiction of the Tribunal to award interest on the amount determined as compensation. Furthermore, the rate of such interest is also in the discretion of the Tribunal. Reference can be made to Tabesh Process, Shivakashi (1989 Lab.I.C.1887).

31. In Assam Oil Co. Ltd. [1960 (1) LLJ 587] the Apex Court took into account countervailing facts that the employer had paid certain sums to the workmen and her own earning in the alternative employment and ordered that "it would be fair and just to direct the appellant a substantial sum as compensation to her". In Utkal Machinery Ltd. [1966(1) LLJ 398] the amount of compensation equivalent to two year salary of the employee awarded by the industrial Tribunal was reduced by the Supreme Court to an amount equivalent to one year salary of the employee in view of the fact that she had been in service with the employer only for 5 months and also took into consideration the unusual manner of her appointment at the instance of the Chief Minister of the State. In A. K. Roy [1970(1) LLJ 228] compensation equivalent to two years salary last drawn by the workmen was held to be fair and proper to meet the ends of justice. In Anil Kumar Chakaraborty [1962(11) LLJ 483] the Court converted the award of reinstatement into compensation of a sum of Rs.50000 as just and fair compensation in full satisfaction of all his claims for wrongful dismissal from service. In O.P.Bhandari [1986 (11) LLJ 509]. The Apex Court observed that it was a fit case for grant of compensation in view of reinstatement. The Court awarded compensation equivalent to 3.33 years salary as reasonable. In M.K.Aggarwal (1988 Lab.I.C.380), the Apex Court though confirmed the order of reinstatement yet restricted the back salary to 50% of what would otherwise be payable to the employee. In Yashveer Singh (1993 Lab.I.C.44) the court directed payment of Rs. 75000 in lieu of reinstatement with back wages. In Naval Kishor [1984 (11) LLJ 473] the Apex Court observed that in view of the special circumstances of the case adequate compensation would be in the interest of the appellant. A sum of Rs. 2 lac was awarded as compensation in lieu of reinstatement. In Sant Raj [1985 (11) LLJ 19] a sum of Rs. 2lac was awarded as compensation in lieu of reinstatement. In Chandu Lal (1985 Lab.I.C.12225) a compensation of Rs. 2lac by way of back wages in lieu of reinstatement was awarded. In Ras Bihari (1988 Lab.I.C.107) a compensation of Rs.65000 was granted in lieu of reinstatement, since the employee was gainfully employed elsewhere. In V.V. Rao (1991 Lab. I.C.1650) a compensation of Rs. 2.50 lac was awarded in lieu of reinstatement.

32. Applying principles of law referred above and on consideration of facts and circumstances surrounding the controversy, I am of the view that the claimant is entitled to 25% of back wages from the date of his termination till the date of his reinstatement in service. Hence it is ordered that bank shall reinstate the service of the claimant and for the interregnum it shall pay 25% back wages.

33. Rattan Pal asserts that his juniors have been regularized in service. To project his point of view he has relied the information furnished by the bank under R.T.I. Act. When the information, so furnished, is scanned it came to light that Ravinder Kumar was appointed in Chawri Bazar, Delhi, branch of the bank as part time sweeper on 6-9-05 and regularized as such on 6-3-2005. In the same manner Sudhir Kumar, appointed at Paschim Vihar on 27-9-2003, was regularized in service on 26-10-2005. Smt. Dharamwati was appointed at Hem Kunt Colony, New Delhi, branch on 1-9-2004 and regularized on 1-3-2005. Therefore, it is emerging over the record that the persons, who were engaged after the claimant, were regularized in service.

34. Equality before law and equal protection of laws are fundamental rights of every person, ordains Article 14 of the Constitution. The guiding principles laid in Article 14 are that persons, who are similarly situated, shall be treated alike both in privileges conferred and liability imposed, which means that amongst equals the law should be equal and should be equally administered and that like should be treated a like. Article 16 of the Constitution guarantees equality of opportunities for all citizens in matters relating to employment or appointment to any office under the State. What is guaranteed is the equality of opportunity. Like all other employers, government is also entitled to pick and choose from amongst a large number of candidates offering themselves for employment. But the selection process must not be arbitrary. The guarantee given by clause (a) of Article 16 of the Constitution will cover (a) initial appointments (b) promotions (c) termination of employment (d) and matters relating to salary, periodical increments, leaves, gratuity, pension, age of superannuation etc. Matters relating to employment or appointments include all matter in relations to employment both prior and subsequent to the employment which are incidental to the employment and form part of the terms and conditions of such employment.

35. Fundamental rights guaranteed by Article 14 forbids class legislation, but does not forbid classification or differentiation which rests upon reasonable ground of discretion. Classification is the recognition of the relations, and in making it the government must be allowed a wide latitude of discretion and judgment. In a way, the consequences of such classification would undoubtedly be to differentiate persons belonging to that class from others. The classification must be founded on an intelligible differentia which distinguishes persons or things that are grouped together from others left out of the group and the differentia must have a rational relation to the object sought to be achieved. Classification may be made according to

the nature of persons, nature of business, and may be based with reference to time.

36. Concept of equality guaranteed by Article 16 of the constitution is something more than formal equality and enables the underprivileged groups to have a fair share by having more than equal chance and enables the state to give favoured treatment to those groups by achieving real equality with reference to social needs. 'Protection discrimination' enabled the state to adopt new strategy to bring underprivileged at par with the rest of the society, by providing all possible opportunities and incentives to them. Therefore a class may be allowed to have preferential treatment in the matter relating to employment or appointment. There cannot be rule of equality between members of separate and independent group of persons. Persons can be classified in different groups, based on in terms of nature of persons, nature of business and with reference to time.

37. As projected above claimant was engaged as a part-time sweeper in June, 95. He served the bank till February, 2007. His engagement was in consonance with the recruitment policy of the bank, as contained in EX.MW1/2. In the same manner Ravinder Kumar, Sudhir Kumar and Smt. Dharamwati were recruited as part-time sweeper in Chawri Bazar, Paschim Vihar and Hemkunt Colony, New Delhi, branch of the bank. No material has been brought over the record to project that Ravinder Kumar, Sudhir Kumar and Smt. Dharamwati were placed on different pedestal than the claimant They fell in the same bracket in which the claimant was placed. Hence the claimant has a right to be treated at par with the aforesaid persons. Different treatment would frustrate fundamental right of equality available to the claimant.

38. Can management be permitted to treat equals differently? Answer lies in negative. In Bal Kishan (1990 (I) LLJ 61) the Apex Court announced that no junior shall be confirmed or promoted without considering the case of his senior. The observations made by the Apex Court are reproduced thus:

"In service, there could be only one norm for confirment or promotion of persons belonging to the same cadre. No junior shall be confirmed or promoted without considering the case of his senior. Any deviation from this principle will have demoralizing effect in service apart from their being contrary to Article 16(1) of the Constitution".

39. The management projected that in Uma Devi [2006 (4) SCC.1] the Apex Court ruled that a person who entered service dehors the rules has no right for regularization or continuance in service. The principle of law laid by the Apex Court in the aforesaid case is not a matter of dispute. Whether the law so laid would allow the management to discriminate the claimants from Shri Murari Lal, who was junior to them and placed on similar paderstral ? Such a proposition was considered by the Apex Court in Pooran Chandra Pandey [2007 (12) Scale 304], wherein it was announced that precedent in Uma Devi (supra) cannot be applied mechanically without considering facts of a particular case. In Uma Devi it was ruled that a person, who entered the government service dehors rules cannot claim as right for continuance or regularization of service. However, the said decision nowhere speaks of a case where regularization in service has been sought in pursuance of fundamental rights guaranteed by Article 14 of the Constitution. In Pooran Chandra Pandey (supra) there were two sets of employees who were daily wagers, that is (i) the original employees of the U.P.State Electricity Board and (ii) the employees of the society, who subsequently became employees of the Electricity Board. The High Court ruled that there was no ground for discriminating between the two sets of employees. When issue reached the Apex Court it was ruled that since the parties were all appointed in the society before 4th of May, 1990, they cannot be denied benefit of the decision of the Electricity Board dated 28th of November, 1996, permitting regularization of the employees of the Electricity Board who were working from before 4-5-1990. It was announced that to take a contrary view would violate Article 14 of the Constitution. The courts cannot read Uma Devi case in a manner which will make it in conflict with Article 14 of the Constitution. Thus the Apex Court made it clear in Pooran Chandra Pandey (supra) that when regularization is to be ordered in pursuance of Article 14 of the Constitution precedent laid down in Uma Devi will not come in between.

40. Relying law laid in Pooran Chandra Pandey (supra), it is announced that it does not lie in the mouth of the bank to seek refuse in the principles of law laid in Uma Devi with a view to deny equality to the claimant. Therefore, it is commanded that claimant, would be regularized in the service by the bank on the same standards on which services of Ravinder Kumar, Sudhir Kumar and Smt.Dharamwati were regularized. He would be regularized from the date whenever vacancy was available for him and in any eventualities not later from the date when services of Sudhir Kumar were regularized.

41. In view of above reasons, it is held that the claimant shall be reinstated in service by the bank as part-time sweeper and would be paid 25% back wages from the date of his termination till the date of his reinstatement. His services would be regularized by the bank as part-time (permanent) sweeper from the date when vacancy was available for him and in any eventuality not later the date when services of Shri Sudhir Kumar were regularized. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated : 23-11-2010

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 14 जनवरी, 2011

का.आ. 439.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार युनाइटेड कमर्शियल बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/आर 45/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-01-2011 को प्राप्त हुआ था।

[सं. एल-12012/227/1998-आईआर (बी-II)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 14th January, 2011

S.O. 439.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.CGIT/LC/R/45/99) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of United Commercial Bank and their workmen, which was received by the Central Government on 13/01/2011.

[No. L-12012/227/98-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

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

No. CGIT/LC/R/45/99

Presiding Officer : Shri Mohd. Shakir Hasan

The Tilak Ram Yadav,
S/o Late Bondhuram Yadav,
C/o Shatrughan Lal Yadav,
Vill Chandkhuri,
Near Simplex Farm House,
PO Pisergaon, Durg (MP) ....Workman/Union

Versus

The Regional Manager,
United Commercial Bank,
Regional Office, Telebanda,
Distt. Raipur (MP) .....Management

AWARD

Passed on this 10th day of January, 2011

1. The Government of India, Ministry of Labour, vide its Notification No. L-12012/227/98-IR (B-II) dated 30-12-1998 has referred the following dispute for adjudication by this tribunal :—

"Whether Shri Tilak Ram Yadav, S/o Late Bonduram Yadav had worked as a messenger in the section-1/ Civil Centre Branch, Bhilai of UCO Bank ?"

" Whether the termination of service of Shri Tilak Ram Yadav, S/o Late Bonduram Yadav w.e.f. March 1992 is justified ? If not, what relief the workman is entitled ?"

2. The case of the workman in short is that he was apointed as a messenger on 5-11-1990 and worked till March 1992 with the UCO Bank. It is stated that in the year 1990 and 1991, he worked 276 days and in the year 1992 for 208 days against vacant post as such he acquired the status of permanent employee. The UCO Bank had issued a circular dated 19-10-89 where by a casual worker who had worked 240 days more with or without interruption during the period of three years was to be observed in the service of the Bank . It is stated that the post of messenger is vacant in Sector I and Civic Centre Branch of the Bank. It is submitted that the workman be reinstated with back wages.

3. The management appeared and filed written statement to contest the reference. There is no clear cut averment of the management. However the management case, interalia, appears to be that the workman was engaged on daily wages as a casual labour on exigency of work. He was never appointed on the vacant post of messenger nor engaged as a messenger. The circular as has been referred, is not applicable to the workman . There was no relationship of employer and employee between the management and the alleged workman. It is submitted that the he is not entitled to any relief.

4. On the basis of the pleadings of the parties, the following issues for adjudication -

I. Whether the workman had as a messenger in Sector-I, Civic Centre Branch , Bhilai of UCO Bank ?

II. Whether the termination of service of the workman w.e.f. March 1992 is justified ?

III. To what relief the workman is entitled ?

5. Issue No. I

The Workman Shri Tilak Ram Yadav is examined in the case. He has stated that he was not referred by the Employment Exchange for apointment, nor any test was conducted . His appointment was illegal. The workman has not filed any document to show that he was appointed as a messenger and had worked as a messenger. The management has also not examined any evidence in the case. Thus it is clear from the evidence of the workman that he was illegally engaged by the Bank. This issue is , therefore, decided against the workman.

6. Issue No. II

The workman has stated in his evidence that he worked from 1990 to March 1992 for a total period of 484 days. The workman has himself filed a chart which is Paper No. 2/10 (Annexure A/4). The said chart shows that he worked only 195 days for a period of one year during a period of twelve calendar months preceding the date with reference. If holidays will be including then the days will come to 231 days only. This shows that he had not worked 240 days during a period of twelve calendar months preceding the date of reference as has been provided in section 25-B of the Act. Thus he is not entitled to get any relief in accordance with Section 25-F of the Act. It shows that the management appears to be justified. This issue is also decided against the workman.

7. Issue No. III

On the basis of the discussion made above, the workman is not entitled to any relief. Acordingly the reference is answered.

8. In the result, the award is passed without any costs.

10. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 14 जनवरी, 2011

का.आ. 440.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/आर 205/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-1-2011 को प्राप्त हुआ था।

[सं. एल-12012/225/90-आईआर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 14th January, 2011

S.O. 440.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No CGIT/LC/R/205/96) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workmen, which was received by the Central Government on 13-1-2011.

[No. L-12012/225/90-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

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

No. CGIT/LC/R/205/96

Presiding Officer : Shri Mohd. Shakir Hasan

Shri Dwarka Prasad Sharma,
Son of Shri Ram Narayan Sharma,
Bada Bazar, Chhote Govind Ki
Gali, Datia (MP) ....Workman/Union

Versus

The Regional Manager,
Punjab National Bank,
Regional Office,
Jawahar Bhawan, New Market,
New Delhi .....Management

AWARD

Passed on this 6th day of January, 2011

1. The Government of India, Ministry of Labour, vide its Notification No. L-12012/225/90-IR (B-II) dated 20-10-1995 has referred the following dispute for adjudication by this tribunal :—

> " Whether the action of the management of the erstwhile Hindustan Commercial Bank Limited (since merged with Punjab National Bank), Kanpur in terminating the services of Shri Dwarika Prasad Sharma, Peon w.e.f. April 1986 is legal and justified ? If not, to what relief is the said workman is entitled ?"

2. The case of the workman in short is that the workman was selected in the interview taken by erstwhile Hindustan Commercial Bank Limited which was subsequently merged with Punjab National Bank and his name was included in the panel of appointment. The panel dated 10-5-82 was communicated to the workman. It is stated that the applicant was appointed on 27-1-83 and worked till 20-10-83 for 91 days with some break. Again on 1-1-84 till December 1984 with breaks for 89 days, again from April 1985 for 12 days and lastly from November 1985 to April 1986 for 90 days. He was in employment with erstwhile Bank for total 282 days. Thereafter the Bank merged with Punjab National Bank who did not employee him ever .The service of the workman was terminated by the erstwhile Bank against the settlement. The workman filed application on 22-3-91 but he was not considered in view of settlement. It is submitted that the workman be reinstated with back wages.

3. The management Bank apeared and filed Written Statement . The case of the management in short is that the alleged workman was never appointed by erstwhile

Hindustan Commercial Bank as peon. Even if he was engaged then he had not worked 240 days or more in twelve calendar months preceding the date of reference. He is not to be termed as retrenched employee under the Industrial Disputes Act, 1947 (in short the Act). It is submitted that the alleged workman is not entitled to any relief.

4. The alleged workman during the course of proceeding died but his legal heirs did not appear in the case. Hence the case is proceeded exparte against the legal heirs.

5. On the basis of the pleadings the following issues are settled -

I. Whether the termination of the workman by the erstwhile Hindustan Commercial Bank w.e.f. April 1986 is justified ?

II. To what relief the workman is entitled ?

6. Issue No. I

There is no evidence on behalf of the workman who is now dead. The legal heirs also did not appear to contest the reference. The pleadings of the workman clearly shows that the workman had not worked 240 days in twelve months preceding the date with reference. This shows that the workman was not deemed to be in continuous service under the provision of Section 25B of the Act and therefore the provision of 25-F of the Act is not applicable.

7. The management witness Shri J. Simhachalam is Officer (HRD), Punjab National Bank. He has supported the case of the management. He has stated that he was never appointed by the erstwhile Bank as peon. He has stated that the pleading of the workman itself shows that he was engaged for specific period and his service came to an end automatically. He is covered under Section 2(oo)(bb) of the Act. His evidence shows that the workman was engaged for specific period. His termination appears to be justified . Accordingly the issue is decided.

8. Issue No. II

On the basis of the discussion made above, the workman or his legal heirs are not entitled to any relief. Accordingly the reference is answered.

9. In the result, the award is passed without any order to costs.

10. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 14 जनवरी, 2011

का.आ. 441.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार शिपिंग कॉरपोरेशन आफ इंडिया लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/श्रम न्यायालय-1, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-1/03/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-1-2011 को प्राप्त हुआ था।

[सं. एल-31011/16/2007-आईआर(बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 14th January, 2011

S.O. 441.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-1/03 of 2008) of the Central Government Industrial Tribunal/Labour Court - 1, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Shipping Corporation of India Ltd. and their workmen, which was received by the Central Government on 13-1-2011.

[No. L-31011/16/2007-IR(B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT : Justice G. S. SARRAF, Presiding Officer

Reference No. CGIT-1/ 3 of 2008

Parties : Employers in relation to the management of Shipping Corporation of India Limited.

And

Their Workmen (Shri. D'Costa Antonio J. B.)

APPEARANCES :

For the Management :	Shri Jaidev B. Punjabi Management Representative.
For the Workman :	Mrs. Anjali P. Purav, Adv. and Ms. Deepa V. Gurav, Adv
State :	Maharashtra

Mumbai, dated the 4th day of January, 2011

AWARD

1. 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 the Central Government has referred the following dispute for adjudication to this Tribunal. :—

"Whether the action of the management of M/s Shipping Corporation of India Ltd., Mumbai in discontinuing/relieving Mr. D'Costa Antonio, J. B. Catering Officer from the services w.e.f. 6-2-2007 vide

Order No. FPM/CTO/AJBD/551752 dated 27-02-2007 is legal, proper and justified ? If not, to what relief Mr. D'Costa Antonio J.B. is entitled to and from which date ?"

2. An application has been filed by the workman stating therein that the dispute has been resolved between the parties and hence he does not wish to pursue the present reference. He has, therefore, prayed that the present reference may be disposed of as withdrawn.

3. The Management representative for the First Party has no objection.

4. In view of the prayer of the workman the reference stands disposed of as withdrawn.

JUSTICE G. S. SARRAF, Presiding Officer

नई दिल्ली, 14 जनवरी, 2011

का.आ. 442.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 32/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-01-2011 को प्राप्त हुआ था ।

[सं. एल-12012/81/2005-आईआर(बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 14th January, 2011

S.O. 442.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 32/2006) of the Central Government Industrial Tribunal/Labour Court, Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workmen, which was received by the Central Government on 13-01-2011.

[No. L-12012/81/2005-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

PRESENT : Shri N. K. PUROHITt, Presiding Officer

I. D. No. 32/06

Reference No. L-12012/81/2005-IR (B-II) dated : 24-2-2006

Shri Mohan Singh
Through R. C. Jain
80, Bajrang Vihar, Near Gopalpura Bridge
Jaipur (Raj.)

V/s

The Regional Manager
Punjab National Bank
Regional Office, Z-5,
Transport Nagar, Jaipur

AWARD

Dated 31-12-2010

1. The Central Government in exercise of the powers confered under clause (d) of Sub-section (1) and 2(A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following industrial dispute to this Tribunal for adjudication which runs as under :—

"Whether claimant Shri Mohan Singh S/o Shri Chhote was the employee of Punjab National Bank by doing the duty of Chowkidar for looking after the property of one of the bank debtor's company lying at its godown from 1982 to 23-11-96 ? If yes, his termination of services from 23-11-1996 is legal and justified and for what relief he is entitled from the bank in case his termination was illegal ?"

2. Pursuant to the receipt of reference order, the registered notices were issued to both the parties. The representative on behalf of the non-applicant appeared on 12-06-06. On perusal of the record it apears that registered notice sent to the workman has been served upon him. The acknowledgement receipt is on the record but despite service of registered notices none appeared on behalf of the workman on 12-7-10. On 30-8-10 Shri R. C. Jain appeared and sought time for filing claim statement as well as his authority letter. On next date again he sought time for the same on 13-10-10. Therefore one more opportunity was given to him to file claim statement and his authority letter to represent the workman but on 2-12-10 neither the workman appeared nor any claim statement was filed by him. Shri R.C. Jain appeared on his behalf but he did not file any authority letter of the workman. Under these circumstances ex-party proceedings were drawn against the workman and the case was posted for hearing ex-party arguments on 23-12-10.

3. Heard the arguments on behalf of the non-applicant and perused the record.

4. The representative on behalf of the management submitted that since the workman has not filed any claim statement therefore, 'No Claim Award' may be passed in this matter.

5. The workman has not appeared to file his claim statement despite service of registered notice upon him. Shri R.C. Jain who appeared on behalf of him could not produce any authority letter in spite of several opportunities provided to him for the same. It appears that

the workman is not willing to contest the case further. Under these circumstances, there is no material on record on the basis of which the reference under adjudication can be decided on merits. Therefore, "No Claim Award" is passed in this matter. The reference under adjudication is answered accordingly.

6. Award as above.

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 14 जनवरी, 2011

का.आ. 443.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चैन्नई के पंचाट (संदर्भ संख्या 83/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05-01-2011 को प्राप्त हुआ था ।

[सं. एल-12011/83/2007-आईआर(बी-II)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 14th January, 2011

S.O. 443.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No 83/2007) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Bank and their workmen, which was received by the Central Government on 05-01-2011.

[No. L-12011/83/2007-IR (B-II)]
RAMESH SINGH, Desk Officer

ANNEXURE

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

Friday, the 31st December, 2010

Present:

A.N. JANARDANAN, Presiding Officer

Industrial Dispute No. 83/2007

(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 Management of Indian Bank and their Workmen)

BETWEEN

The General Secretary,
Federation of Indian Bank Employees Union,
25, Second Line Beach, Chennai-600001

...1 sl Party/Petitioner

Vs.

The General Manager (HRDM),
Indian Bank Head Office,
No. 66, Rajaji Salai Chennai-600001

....2nd Party/Respondent

APPEARANCE:

For the 1st Party/Petitioner Union : Sri K.M. Ramesh

For the 2nd Party/Management : M/s. T. S. Gopalan & Co.

AWARD

The Central Government, Ministry of Labour vide its Order No. L-12011/83/2007-IR(B-II) dated 16-01-2008 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

"Whether the action of the management of Indian Bank in imposing the punishment of "Removal from the Service" under clause 19.6(b) of the Bi-partite Settlement 1966 and consequent denial of pensionary benefits to Smt. Mahalakshmi Sridhar is legal and justified? If not, to what relief the workman entitled?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as 83/2007 and issued notices to both sides. Both sides entered appearance through their respective counsel and filed their Claim and Counter Statement as the case may be.

3.The Claim Statement averments bereft of unnecessary details are as follows:

Mahalakshmi Sridhar employed in Clerical Cadre under the Respondent w.e.f. 23-01-1978 had applied for 91 days Privilege Leave from 06-12-1999 to 6-3-2000 for going to USA in connection with her son's treatment. Respondent had sanctioned only 27 days leave from 6-12-1999 to 01-01-2000 with due intimation that she had no leave to her credit from 2-1-2000. An undertaking not to extend leave beyond 90 days had also been obtained from her. The undertaking also was made to envisage a right to the Management to treat her to have abandoned services and for removal of her name from the rolls on the ground of desertion within 15 days of the expiry of the leave granted. There is no provision to collect such undertaking by coercion under any award or Bipartite Settlement applicable to the Clerical Cadres. The employee had submitted leave applications several times without pay for the continued medical attention to her son which was refused to be considered and were rejected mercilessly. Her absence was treated as unauthorized with instructions to report for duty at Sadashiv Peth Branch, Pune on or before 31-10-2000. Respondent failed to follow the procedures before disciplinary action was initiated flouting all the rules. No

Show Cause Notice was issued. The Management was partisan and hasty in removing her from service. Bank preferred to victimize her by an improper enquiry. Meanwhile on 9-11-2000 VRS 2000 was declared inviting applications from employees with minimum 15 years of service or 40 years of age as on 26-12-2000. The employee also applied for the scheme, which was rejected on 2-03-2001 for alleged reason that the application did not conform to the eligibility criteria. On 1-3-2001 Charge Sheet was framed against her. She fulfilled the eligibility criteria for VRS. The disciplinary action had not been contemplated or pending. She was not under suspension to become ineligible to the scheme as per Circular dated 2-11-2000. The Management want only created a situation to harass the employee and rejected the VRS application and initiated enquiry after her having served for more than 21 years. The enquiry was conducted in absentia of her. With a notice of enquiry dated 3-3-2001 enquiry was held ex-parte on 18-7-2001. A finding was drawn on 24-8-2001 and the removal from service was imposed. The proceedings were reportedly communicated to the employee at her USA address on different occasions. Employee's letter dated 8-7-2001 was returned back to her instead of referring to the Disciplinary Authority violating principles of natural justice. On 22-8-2001 she submitted resignation from service through e-mail which the Bank suggested her to fax them the resignation in the format annexed for further processing. She was finally removed from service on 4-12-2001 under Clause-19.6(b) of the Bipartite Settlement amended up to date by 4-12-2001. The time-frame for filing appeal had not been stipulated in the appeal provisions communicated to her. However she filed appeal praying to convert the punishment to compulsory retirement. Since pension regulations do not permit removal from the service under gross misconduct to the pension's eligibility, which was turned down on the ground of appeal being barred by limitation. The punishment confirmed in appeal is illegal and unjust. The employee was only on leave and not on unauthorized absence which is not a gross misconduct. The employee had obtained "No Objection" for going to USA for treatment of her Son. Her absence was not properly regularized by the Bank denying basic human rights/ considerations. VRS opportunity was denied to her even before the departmental enquiry which is arbitrary, unjust and discriminatory. She has not caused any damage or loss to the Bank. The doctrine of repugnancy has to be applied while considering the punishment under Clause-19.6(b) of the Bipartite Agreement which reads "Be Compulsorily Retired/Removed from Service/Discharged with superannuation benefits as would be due otherwise at that stage and without disqualification from future employment ". It is similar to the doctrine of repugnance as enshrined under Article-246 and 7th Schedule of the Constitution of India with regard to conflict arising between the Central and State Legislations and Central Legislation only always prevails over the State Legislations. Here again it is the Bipartite Agreement only which covers and bind the service conditions of the Award Staff and prevail on the other internal regulations of the Bank and not otherwise. The employee had not abandoned the job and there was no intention to do so. After 21 years of service if she abandons her job she would be deprived of her livelihood and also other legal dues. The letter extracted from her was compelled to be parted with to the 2nd Respondent in view of the grave situation prevailing then. The authoriti es failed to apply their mind to the nature of the punishment. The punishment is shockingly excessive and harsh. She is legally victimized. The Management is to be directed to sanction the pensionery benefits by modifying t he punishment imposed by the Respondent.

4. The counter statement contentions bereft of unnecessary details are as follows:

The amended reference covering both termination of employment and denial of pensionery benefits is to be one under Section-2(K) and not under Section-2(A) of I.D. Act. Cause of action has not arisen within the jurisdiction of Tamil Nadu or this Tribunal. Reference is not valid. In her application for no objection certificate for her passport she undertook not to extend leave, etc. She applied for extension of leave for 8 months from 1-1-2000 to 1-9-2000. Her periodical leave applications were refused for want of leave at credit. Her desire to go on VRS expressed on 28-11-2000 or her resignation were not accepted. Show Cause Notice and Charge Sheet were issued to her which she did not attend. Enquiry Report was furnished to her on 30-8-2001. Notice proposing punishment and requiring her to appear for personal hearing was issued which she did not comply with. On 9-10-2001 she submitted resignation which was not accepted. She stayed away from duty for nearly 2 years and the punishment is valid and justified. She received her Gratuity and PF. The claim is to be rejected on the ground of delay, latches and inaction. Pursuant to a settlement dated 29-11-1993 Indian Bank (Employees) Pension Regulations, 1995 were framed. Under Regulation-22(1)(a) removal entails forfeiture of past service thus not qualifying for pension. Thus the employee is ineligible for pension. The industrial dispute raised was only about denial of pension and not regarding the removal from service. While so, the corrigendum dated 16-01-2008 of the Government of India was issued modifying the reference. The corrigendum enlarging the scope of the reference is not valid. The absence of the employee beyond the sanctioned leave for 27 days, irrespective of the reasons which prompted her not to return to work was unauthorized and she is liable for disciplinary action. It is not stated in what manner the Respondent flouted the rules and procedures in the matter of disciplinary action. Bank cannot

be said to have acted unfairly. Bank cannot carry on its business to suit the convenience of every employee in turning upon employment. VRS cannot be claimed as a matter of right or course. Bank has discretion to accept or reject it. Even if the resignation is accepted it would result in forfeiture of past service. If leave applied for is not sanctioned it is unauthorized absence. There is no repugnancy between Pension Regulations and Bipartite Settlement. It is not the case of the Bank that the employee abandoned her employment. The claim is not justified.

5. The evidence consists of the oral evidence of WW1 and Ex.W1 to Ex.W10 on the side of the petitioner and the oral evidence of MW1 and Ex.M1 to Ex.M 28 on the side of the Respondent.

6. Points for consideration are:

(i) Whether the removal from service of the employee under Clause-19.6(b) of the Bipartite Settlement 1966 is legal and justified?

(ii) Whether the denial of pensionery benefits to Mahalakshmi Sridhar is legal and justified ?

(iii) To what relief the concerned employee is entitled ?

Points (i), (ii) & (iii)

7. Heard both sides and perused the documents. The learned counsel for the petitioner Sri K.M. Ramesh argued that the locus-standi of the petitioner association is not assailable for the reason that there is no bar under ID Act precluding an unregistered union from espousing disputes. In the case of removal from service as on hand when an individual workman himself can raise the dispute there is no reason why the petitioner association cannot espouse the cause of the workman. In view of Ex.W7 letter from the 1st party to the General Manager (IAE), Appellate Authority of the Respondent, the Federation of Indian Bank Employees Union has right to espouse the cause of its member. Therefore, the plea against maintainability and the lack of jurisdiction to this Tribunal is only to be rejected. I find force in the above contentions. Another point canvassed by the learned counsel is that after issuing Charge Sheet on 1-3-2001 the workman's application for VRS is seen rejected on 2-3-2001 vaguely stating that she does not answer the eligibility criteria of the scheme. The totality of the effect of Clause-19.6(iv)(b) of the Bipartite Settlement has to be rational basis for the punishment of the employee. The punishment is against the real intention behind the object of the clause. The pension is denied to her in terms of the Pension Regulations. The applications for leave of the employee are not denied for genuine cause. The Management should have bestowed humanitarian consideration in dealing with the employee. The disciplinary action is one initiated only after 6 months. Only on a technical interpretation inter se the Bipartite Settlement clause and Pension Regulation that the pension is denied to her. The punishment of removal from service is grossly disproportionate to the gravity of the misconduct. She is removed from service after only ex-parte enquiry. The punishment is to be interfered with invoking Section-11A of the I D Act.

8. The contra arguments on behalf of the Respondent advanced by its learned counsel Sri T. S. Gopalan are that there is no cause of action arisen in Tamilnadu for conferment of jurisdiction to this Tribunal. He also challenged the competency of the Petitioner Union to espouse the cause. He continued to argue that there is no case for the petitioner that her removal from service is unjust. In a case of removal from service the employee is not eligible for pension. Hence she is not entitled to pension. In the absence of entitlement under the statute no question of denial arises and actually there is no denial of pension to her by the act or conduct of the Management. The claim for pension by the employee has to be as per pension regulations introduced w.e.f. September, 1995. The relevant Bipartite Settlement is w.e.f 14-02-1995. Pension Regulations superceding Bipartite Settlement, the former is to prevail over the latter. The removal of the employee from the service is not specifying that she is entitled to superannuation benefits as evidenced by Ex.W4, punishment order.

9. In spite of the couching terminology of the reference by way of corrigendum as distinct from the original reference appearing to be a bit discrepant, inter se, the true purport of the reference has to be discerned from the pleadings raised in the respective claim and counter statement. Going by the respective pleadings, the real purport is a challenge against the punishment as excessive and harsh meted out to the employee in legal victimization, according to the petitioner, but which according to the Respondent the dispute was only about denial of pension and not regarding removal from service. The corrigendum to the reference could be seen to belie that contention, which does not enlarge the scope of the reference as contended on behalf of the Respondent. But such a contention is not sustainable in that the amended reference also takes within it the question as to the validity of the removal from service as well.

10. Invoking Section-11A of the ID Act though the enquiry was ex-parte in which a finding of guilt was rendered against the employee the enquiry is only to be kept intact in as much as the petitioner had been given due notices thereof but reason for her omission to participate in it was entirely attributable to her alone. She proceeded on leave with no objection from the Management and thereafter overstayed the leave. She proceeded to USA to get better treatment for her Son who has been suffering from disease joining with her Husband employed there. Her case is that she has not been able to return to her job since she was very much wanted there for the recovery of her son. She has produced records showing that her son

was suffering from disease and that her presence was inevitably necessary there. Though she has not produced any certificates or testimonials attested or certified through the concerned embassy the same are not to be looked with suspicion in as much as no parent would be out to depict its son as a mentally retarded person which is a disgraceful or grave handicap not good to be disclosed if it is really not true. In order to obtain leave of absence one cannot normally be expected to put forth such reasons before any authority. Therefore, according to me the genuineness of the certificates produced by her indicating her son to have been suffering from such and such diseases and has been undergoing treatment is not to be doubted. Therefore, the absence of the petitioner though with unauthorized leave is not to be reckoned as so serious a charge against her to impose upon her a grave punishment of removal, which as per the Pension Regulations introduced in the Bank by then does not permit to take with it the superannuation benefits. The said punishment is shockingly disproportionate to the gravity of the offence. In fact the employee had applied for availing VRS which had in the meantime been floated by the Management. The same was rejected by the Management alleging her not to fall within the eligibility criteria, of which the reason has not been specifically disclosed. The Management is seen to explain it only by saying that it has the discretion to do so. But it is to be noted that when an action or a conduct rests on discretion the authority has to ensure that the said discretion is exercised in a judicious way. It is thereafter that the employee is seen to have sent resignation through e-mail which was rejected with a direction that she may fax it. It is after all these that the petitioner had raised the Industrial Dispute which was later amended so as to comprise the real bone of contention as to the legality and justifiability of her removal from service. Discernibly, the real axe to grind is the denial of her pensioner benefits. When with that in mind the dispute was raised and the reference occasioned later was enlarged in scope by challenging the very removal from service since it was realized that the Pension Regulations on coming into force, the claim of denial of pensionery benefits itself cannot be said to have any legs to stand. Even with the enlargement of the scope of the reference by the amended reference the dispute could be seen to be substantially the same. The initial and the amended references could be seen to be not mutually exclusive but are consistent going together. Though the ex-parte enquiry and the finding thereon are only to be upheld, the punishment is shockingly disproportionate to the gravity of the misconduct and the same is liable to be modified and reduced to compulsory retirement.

11. Resultantly the removal from service of the employee is set aside. The Management is directed to impose Compulsory Retirement to her with superannuation benefits in lieu of removal from service.

12. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 31st December, 2010)

A. N. JANARDANAN, Presiding Officer

Witnesses Examined:

For the 1 sl Party/Petitioner : WW1, Sri E. Arunachalam

For the 2nd Party/ Management : MW1, Sri R. Someswaran

Documents Marked: On the Petitioner's side

Ex.No.	Date	Description
Ex.W1	7-08-2001	Letter from concerned employee to the Enquiry Officer
Ex.W2	29-09-2001	Letter from Second Party to the concerned employee
Ex.W3	04-10-2001	Second Show Cause Notice issued by the Second Party to concerned employee
Ex.W4	04-12-2001	Order of punishment issued by the Second Party to concerned employee
Ex.W5	07-04-2003	Appeal preferred by concerned employee to Appellate Authority of the Second Party
Ex.W6	01-07-2003	Letter from DP Cell of the Second party communicating the decision of the Appellate Authority
Ex.W7	16-12-2003	Letter from the 1st Party to the General Manager (IAE), Appellate Authority of the 2nd Party
Ex.W8	03-03-2004	Letter from the 1st party to the General Manager (IAE), Appellate Authority of the 2nd Party
Ex.W9	09-05-2004	Letter from the 1st party to the General Manager (IAE), Appellate Authority of the 2nd Party
Ex.W10	04-08-2005	Industrial Dispute raised by the 1st Party Union

On the Management's side

Ex.No.	Date	Description
Ex.M1	08-06-1999	Internal Memo from Zonal Office, Mumbai transferring the petitioner from Nanapeth Branch, Pune to Sadashiv Peth Branch, Pune
Ex.M2	09-10-1999	Letter from Chief Manager, Nanapeth Branch, Pune to Sadashiv Peth Branch, Pune

Ex.M3	11-10-1999	Memo from Sadashiv Peth Branch to Zonal of Indian Bank
Ex.M4 and Ex.M5	15-11-1999	Memo from Senior Manager, Sadashiv Peth Branch to Regional Office forwarding application of Mahalakshmi seeking permission to go abroad
Ex.M6	17-11-1999	Leave application submitted by Mahalakshmi Sridhar for the period 06-12-1999 to 06-03-2000
Ex.M7	08-03-2000	Memo from Sadashiv Peth Branch to Indian Bank, Regional office
Ex.M8 And Ex.M9	11-05-2000	Letter from Mahalakshmi Sridhar to Manager and Zonal Manager, Indian Bank requesting extension of leave (June to August 2000 for 3 months)
Ex.M10	17-05-2000	Memo from Senior Manager, Sadashiv Peth Branch to Regional Office, Indian Bank forwarding letter dated 11-05-2000 of Mahalakshmi Sridhar
Ex.M11	26-06-2000	Inter Office Memo forwarding leave application of Mahalakshmi Sridhar seeking leave for 01-01-2000 to 01.09.2000 vide application dated 06-06-2000
Ex.M12	1-08-2000	Letter from Zonal Office, Mumbai to AGM, Regional Office, Pune
Ex.M13	7-08-2000	Inter Office Memo from Regional Office, Pune to Sadashiv Peth Branch
Ex.M14	11-08-2000	Letter from Sadashiv Peth Branch to Mahalakshmi Sridhar declining sanction for leave and directing her to report for duty
Ex.M15	26-09-2000	Reminder letter from Respondent Bank to Mahalakshmi Sridhar to report for duty
Ex.M16	30-08-2000	Letter from Mahalakshmi Sridhar received on 30.09 by Indian Bank, Sadashiv Peth Branch requesting extension of leave from 01-09-2000 to 01-12-2000
Ex.M17	03-10-2000	Inter Office memo from Sadashiv Peth Branch to Regional Office
Ex.M18	15-10-2000	Letter from Mahalakshmi Sridhar to AGM, Regional Office, Indian Bank
Ex.M19	16-10-2000	Letter from Indian Bank, Pune to Mahalakshmi . Sridhar informing to initiate action if not report for duty
Ex. M20	01-11-2000	Inter Office Memo from Sadashiv Peth Branch to Regional Office
EX.M21	01-11-2000	Letter from Respondent to Mahalakshmi Sridhar
Ex.M22	02-03-2001	Letter from Respondent to Mahalakshmi Sridhar intimating non-acceptance of VRS application submitted by her
Ex. M23	27-08-2001	Letter from Respondent to Mahalakshmi Sridhar
Ex. M24	09-10-2001	Letter of resignation submitted by Mahalakshmi Sridhar
Ex. M25	05-12-2001	Inter Office Memo
EX.M26	08-12-2001	Inter Office Memo
Ex. M27	—	Extract of Indian Bank (employees) Pension Regulations, 1995 Clause:22-Forfeiture of Service
EX.M28	01-02-2008 18-01-2010	Statement of Account of Mahalakshmi Sridhar, Indian Bank, Sadashiv Peth Branch—NREA/c

Presiding Officer

नई दिल्ली, 14 जनवरी, 2011

का.आ. 444.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुम्बई पोर्ट ट्रस्ट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, मुम्बई के पंचाट (संदर्भ संख्या 28-2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05-1-2011 को प्राप्त हुआ था।

[सं. एल-31011/7/2005-आईआर(बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 14th January, 2011

S.O. 444.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-1/28 of 2007) of the Central Government Industrial Tribunal/Labour Court-1, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Mumbai Port Trust and their workmen, which was received by the Central Government on 5-1-2011.

[No. L-31011/7/2005-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

Justice G. S. Sarraf, Presiding Officer

Reference No. CGIT-1/28 of 2005

Parties : Employers in relation to the Management of Mumbai Port Trust

And

Their Workmen

Appearances :

For the Management : Shri Umesh Nabar, Adv.

For the Workman : Shri Jai Prakash Sawant, Adv.

State: Maharashtra

Mumbai, dated the 30th day of December, 2010

AWARD

1. 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 (hereinafter referred to as the Act) the Central Government has referred the following dispute for adjudication to this Tribunal :—

> "Whether the action of the management of Mumbai Port Trust by terminating the services of S/Shri. A. C. Gulwadi and P. A. Shirsat,, Flotilla Lascars w.e.f. 20-6-2003 and 8-6-2003 respectively is justified ? If not, what relief these employees are entitled to ?"

2. As per the Statement of claim submitted on behalf of the workmen A. C. Gulwadi and P.S. Shirsat, Flotilla Lascars, the facts in brief are that the workman A.C. Gulwadi, Flotilla Lascar was in continuous service of the management from 17-7-1993 and his services were terminated by the management w.e.f. 20-6-2003 whereas the workman P. A. Shirsat, Flotilla Lascar was in continuous service of the management w.e.f. 6-9-1994 and his services were terminated by the management w.e.f. 8-6-2003. The services of these two workmen were terminated by a letter dtd. 19-6-2003 issued by Chief Timekeeper, Port Department. The two workmen are well trained. They completed FOSMA training. They were appointed on the post of Flotilla Lascar by Competent Authority by following the procedure and they worked satisfactorily. They were paid wages in the pay scale attached to the post of Flotilla Lascar. The termination of the two workmen from service amounts to their retrenchment. The management has not complied with the conditions precedent to such retrenchment prescribed under section 25-F of the Act and, therefore, the termination of the two workmen is ab initio void. The two workmen are entitled to reinstatement in service with full back wages and consequential benefits as also the permanency in the employment.

3. The First Party submitted written statement and stated therein that the workmen are seeking regularization of their services whereas they did not work with the First Party on regular basis and they were intermittently engaged on leave vacancies as a gesture of compassion. According to the written statement the relief sought regarding permanency in the employment is beyond the scope of terms of reference. It has been stated that in the circumstances of this case the workmen are not entitled to any relief as the workmen were engaged as substitute Flotilla Lascars on leave vacancies as per the work requirement.

4. The workmen filed rejoinder wherein they reiterated their stand taken in their statement of claim.

5. The workmen filed their affidavits and thereafter they were cross examined by learned counsel for the First Party whereas the First Party filed affidavits of Ramakant Dukhande and N. J. Ravi Nair who were cross examined by learned counsel for the workmen.

6. Heard learned counsel for the First Party and learned counsel for the workmen.

7. Learned counsel for the First Party has argued that the protection of the Act is available only to regularly appointed employees and since the workmen in this case were deployed on temporary basis intermittently on leave vacancies, therefore, they are not entitled to any relief and at the most they may be awarded some compensation. He has cited (2007) 1 SCC 257 and 408, (2006) 7 SCC 488, 684, (2006) 4 SCC 1, (2006) 1 SCC 667 and (2006) 1 SCC 479.

8. Learned counsel for the workmen has submitted that the workmen were not afforded any opportunity of explanation before the issue of the impugned order and consequently the order is null and void being inconsistent with the principles of natural justice. He has submitted that discharge of the workmen from service amounted to

their retrenchment under section 2(oo) of the Act and since the conditions precedent to such retrenchment as contained in Section 25-F of the Act have not been complied with the discharge of the workmen from service is liable to be set aside. He has placed reliance on (2010) I CLR (SC) 884, (2009) III CLR (SC) 934, (2006) 7 SCC 800, (1993) II LLJ (SC) 696, (1986) II LLJ (SC) 351, 2006 I CLR 931, 2005 III CLR 323, 1997 II CLR 1099 and 1996 I CLR 1128.

9. Let us first look at the discharge order dated 19-6-2003. It is as under :

> "You are discharged from 20-6-2003 as per DC's order.
>
> Prathmesh Shirsat remained absent from 9-6-2003 so he is discharged from 8-6-2003 and Gulwadi is discharged from 20-6-2003."

Apparently the above order has been passed on the basis of an order of Deputy Conservator. There is no order of Deputy Conservator on record whereby the workmen were directed to be discharged from service. There is, however, one letter dtd. 23rd October 2002 sent by Deputy Conservator to Manager (SOM) Mumbai Port Trust wherein a request has been made to take up the matter for the permanent absorption of the two workmen. It is thus clear that the impugned order of discharge dtd. 19-6-2003 passed by Chief Timekeeper is without authority and is, therefore, not sustainable.

10. Moreover, the workmen have not been afforded any opportunity of explanation before issue of the impugned order and, therefore, the order is rendered null and void being inconsistent with the principles of natural justice.

11. A.C. Gulwadi and P.A. Shirsat are workmen as defined in Section 2(s) of the Act. Their discharge from service clearly amounts to their retrenchment as defined in Section 2(oo) of the Act.

12. Section 25-B of the Act defined continuous service. Under section 25-B (2) where a workman is not in continuous service within the meaning of clause (1) he shall be deemed to be in continuous service under an employer for a period of one year if the workman during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than 240 days. Even if it is accepted as claimed by the First Party that the workmen were deployed against leave vacancies intermittently, still it is not at all disputed by the First Party that the workmen worked for not less than 240 days during the period of twelve calendar months preceding the date of their termination or discharge. It is thus clear that the workmen were in continuous service under Section 25-B of the Act.

13. Section 25-F of the Act deals with conditions precedent to retrenchment of workman. Section 25-F runs as under :

> 25-F. Conditions precedent to retrenchment of workmen .— No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until -
>
> (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice :
>
> (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days average pay [for every completed year of continuous service or any part thereof] in excess for six months ; and
>
> (c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette.]

It is not at all the case of the First Party that the provisions of Section 25-F of the Act have been complied with . Non -compliance of conditions of Section 25-F of the Act renders retrenchment as invalid and inoperative.

14. The above discussion makes it clear that there is no force in the argument of learned counsel for the first Party and the retrenchment brought about without compliance of the mandatory provisions of Section 25-F of the Act is no retrenchment in the eye of law.

15. This conclusion leads us to the question as to what relief the workmen are entitled to.

16. The workmen are obviously entitled to reinstatement. As regards the back wages in the facts and circumstances of this case 50 per cent of the back wages will meet the ends of justice.

17. The issue relating to permanency of the workmen is beyond the scope of this reference and therefore, it deserves no consideration at all.

18. Consequently, the First Party is directed to reinstate the two workmen A. C. Gulwadi and P.A. Shirsat within a period of two months from today with 50 per cent of the back wages.

19. An Award is made accordingly.

JUSTICE G. S. SARRAF, Presiding Officer

नई दिल्ली, 14 जनवरी, 2011

का.आ. 445.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या 14/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-1-2011 को प्राप्त हुआ था।

[सं. एल-12012/184/2004-आईआर(बी-II)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 14th January, 2011

S.O. 445.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 14/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workmen, which was received by the Central Government on 5-1-2011.

[No. L-12012/184/2004-IR (B-II)]
RAMESH SINGH, Desk Officer

ANNEXURE

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

Dated : 9th December, 2010

Present : Shri S. N. Navalgund, Presiding Officer

C. R. No. 14/2005

1st Party

Shri Ajith H Tilagal,
K.C.T. Mill Chawl,
Karwar Road,
Hubli,
Karnataka

II Party

The Chief Manager,
Syndicate Bank,
Industrial relations Division,
Head Office,
Manipal
Karnataka- 576119

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section(1) and sub- section (2A)of Section 10 of the Industrial Disputes Act, 1947(14 of 1947) has referred this dispute vide order No.L-12012/184/2004-IR(B-II) dated 4th February, 2005 for adjudication on the following Schedule :

SCHEDULE

"Whether the management of Syndicate Bank is justified in compulsory retiring Shri Ajith Tilagal from the services of the Bank ? If not to what relief the workman is entitled to ?"

2. After the receipt of the reference the notices were issued to both parties and the first party appearing through Shri M. Rama Rao, General Secretary Dharwad District Bank Employees Association filed his claim statement whereas the Second Party appearing through its counsel Shri Ramesh Upadhyaya filed counter statement.

3. After receipt of the claim statement and counter statement my learned predecessor formulated a Preliminary Issue regarding fairness of the Domestic Enquiry and after receiving the evidence of enquiry officer for the management as MW1 and exhibiting 11 documents as Ex.M. EX-1 to 11, after hearing the representative of the first party and the second party counsel by order dated 14-02-2006 hold the DE as fair and proper. After the order on the Preliminary Issue I heard the arguments addressed by the representative of the first party and the second party counsel on merits and posted the case for award.

4. The brief facts leading to this reference may be summed up as under:-

The Management issued charge sheet dated 12-03-1999 to first party as under : —

"It is reported against you as under :

You are working at our Super Market Branch, Hubli as Attender since 29-03-1993. While working at Super Market Branch, Hubli as Attender, you were issued with a charge sheet No.CGS(W)/ZOM/DGM/97/21 dated 1-09-1997 for committing gross misconduct of "habitual doing of any act which amounts to minor misconduct" under cl. no.19.5(f) of the Bipartite Settlement for the reason that you were earlier issued with charge sheets for the minor misconducts of "Absence without leave" and punishments were awarded on three occasions. Later on, you were awarded the punishment of "reduction of basics pay by one stage in the time scale of Pay with immediate effect" vide proceedings No. PRS(W)/ZOM/DGM/98/13 dated 30-04-1998.

Despite the above, it is reported that you continue to abstain from duty without proper leave application/ without prior sanction of leave/without any leave to your credit, that you have absented yourself from duties during the period from 28-08-1997 to 30-11-1998 for 229 days as detailed below:—

S.No.	From	To	No. of days	Ref. No. of RO, Hubli letter No. treating the absence as UAA.
1.	28.08.97	15.11.97	80	2910/STF/DOH/1567/29/11/97
2.	02.03.1998	05.05.98	66	3234/STF/DOH/1567/13/5/98
3.	17.08.98	18.8.98	02	2613/STF/DOH/1567/5/5/12/98
4.	26.09.98	-	01	-do-
5.	14.09.1998	17.09.98	04	-do-
6.	26.08.98	05.09.98	11	-do-
7.	06.10.1998	20.11.98	46	2724/roh/1228/STF/1569/16.12.98
8.	12.12.98	29.12.98	18	2813/1228/STF/1567/8/2/1999
	Total		229 Days	

Your above absence for a period of 229 days has been treated as unauthorized by DO/RO, Hubli and communicated to you vide their letters referred to above. You have absented yourself unauthorisedly for a total period of 2074 days as on 30-11-1998.

From the above, it is evident that you have not followed the leave rules of the Bank. Your acts of abstaining from duty without proper leave application/without prior sanction of leave/without any leave to your credit constitute minor misconducts in terms of provisions of the Bipartite Settlement. Although the acts committed by you constitute minor misconducts, it has been decided to treat the same as gross- misconduct in view of the fact that your such misconduct has already been treated as gross misconduct and charge sheet under cl.no.19.5(f) of the Bipartite Settlement has been issued to you as stated above.

Therefore, you are again charged with the gross misconduct of "habitually during of an act which amounts to minor misconduct" in terms of clause No.19.5 (f) of the Bipartite Settlement.

The documents based on which the charge has been framed against you are detailed in Annexure and copies of the said documents are enclosed.

You are hereby called upon to submit your written statement of defence, if any, within 15 days from the date of receipt of this chargesheet failing with the matter will be preceded further.

Sd/- K.N. Ramaswamy,
Dy. General Manager

5. To that charge sheet the first party submitted his reply dated 16-04-1999 contending that when he was playing cricket for the bank's Hubli zone having sustained injury to his trunk he is getting severe pain , as such he is compelled to take leave often and accordingly he has taken the leave on the dates mentioned in the charge sheet and on some occasions he had sent the leave application under certificate of posting and some times by appearing in person,

6. The Second Party management being not satisfied with the reply initiated the disciplinary enquiry appointing Shri Subraya Pandit, Dy. Chief Officer, IR Cell, Zonal Office, Udupi as Enquiry Officer and Shri C.K. Pai, Dy. Chief Officer, Zonal Office, Udupi as Presenting Officer. The enquiry officer through his notice dated 22-07-1999 informed the first party to appear before him on 09-08-1999 and sent notice through the Super Market Branch as well as by registered AD to his residential address and received the confirmation from the branch office that first party having received the notice and through telegram dated 07-8-1999 he requested the enquiry officer for adjournment saying that he is not feeling well but on 09-08-1999 since the management representative opposed for adjournment saying that though well in advance the first party was served with notice to appear on 09-08-1999 till 07-08-1999 he kept quite as such he has brought the management witness from Hubli and he may be allowed to examine him and a date may be given for the cross- examination by the first party. Accordingly the enquiry officer recorded the deposition of management witness and advised the first party to inform him within a week of receipt of the proceedings whether he intend to cross-examine the management witness and also to produce the evidence in the matter and in the event of his failure to make any communication, the enquiry will be treated as concluded and forwarded the said proceedings to first party's

residential address by RPAD which came to be received by him on 19-8-1999. Thereafter the first party by his letter dated 29-8-1999 which is in Ex.M6 informed the enquiry officer that he is not interested to cross examine the management witness further stating that he availed leave of absence mainly due to his ill health and he has informed the same to the branch through his colleagues (without specifying the name of the colleague) and the same has not been recorded properly and since last two to three years he is suffering from back ache due to twist in backbone to which he was taking treatment, with a further request to view the matter leniently and in future he would strictly adhere to the leave rules and would not give any scope for such type of mistake in future. Thereafer the enquiry officer having regard to the oral and documentary evidence of management witness receiving the written brief of the management representative by his report dated 9-9-1999 submitted the findings of enquiry in the affirmative. Thereafter the Disciplinary Authority along with the copy of the enquiry report dated 9-9-1999 issued notice to the first party for his submission within 7 days of receipt of the letter and as no response was received from him the Disciplinary Authority vide letter dated 12-10-1999 proposed the punishment of Compulsory Retirement from the services of the bank advising the first party to appear before him for over personal hearing on 20-10-1999 at Udupi and as there was no response from the first party he passed the impugned order of Compulsory Retirement dated 26-11-1999 and forwarded the copy of the same to the first party informing that if he desires he may prefer an appeal against the said order to the Appellate Authority within 45 days of its receipt through registered post as well as ordinary post and through local delivery which came to be served on him on 3-12-1999. Thereafter the first party preferred an appeal which was received in the head office of Second Party's office on 19-1-2000 and the Appellate Authority issued a notice to appear before him for personal hearing on 12-4-2000 to make his submission and as he did not appear, Appellate Authority under his proceedings dated 11-5-2000 confirmed the punishment awarded by the Disciplinary Authority and the same was served on the first party on 27-5-2000. Thereafter the first party keeping mum over a period around four years by his application dated 8-6-2004 moved the ALC, Hubli for conciliation and the Conciliation Officer after hearing both the sides submitted the failure report dated 24-9-2004. Thereafter the central government made this reference.

7. In the claim statement the first party while contending that no proper opportunity was given to him to defend in the enquiry(which fact has been decided against him on preliminary issue) also contended that the Disciplinary Authority simply accepted the enquiry findings without application of mind in a prejudiced manner without taking into consideration his past 26 years unblemished service and that by the impugned punishment of compulsory retirement he and his family have been thrown to street, as such, declaring the impugned punishment order of the second party as biased, I against the principles of natural justice, unfair, illegal, null and void direct the second party to reinstate him with full back wages, continuity of service, ancillary benefits attendant to service etc.

8. In the counter statement filed on behalf of the Second Party justifying the enquiry proceedings as fair and proper, it is contended since the first party left the oral and documentary evidence placed on record by the management unchallenged and by his letter to the enquiry officer simply stated that he had sent leave letters through his colleagues without specifying the name of his colleagues, praying for leniency contending that in the future he would adhere to the leave rules, the enquiry officer had no other go except to give his finding in the affirmative on the charge and the first party also failed to explain the Disciplinary Authority by putting his personal appearance having regard to the gravity of the misconduct on the part of the first party a right decision is taken to impose the compulsory retirement punishment and the same also has been approved by the Appellate Authority on the appeal preferred by the first party by passing considered orders. Thus the impugned action taken against the first party is supported as just and proper.

9. During the course of arguments on merits the learned representative for the first party drawing my attention to Clause 13.13, 13.14, 13.34 and 13.36 of Bipartite Settlement urged that none of these provisions being complied with by the management, the impugned order cannot be upheld. He also taking me through clause 19.5F, 19.9 and 19.16 of the Bipartite Settlement urged that the facts of the case do not constitute habitual absenteeism to invoke Clause 19.5 F of the Bipartite Settlement in punishing the first party hence also the impugned action of the management requires to be set aside. He also urged that for his earlier punishment he having been proportionately punished, this impugned punishment amounts to punishing him for the same offence for which he had already punished amounting to double jeopardy. Thus he urged to set aside the impugned punishment and to reinstate him in service with all consequential benefits.

10. Interalia the learned counsel appearing for the second party urged that after the impugned order of the Disciplinary Authority and the Appellate Authority the first party having slept over for a period of more than 4 years without initiating any action, this latches on the part of the first party itself disentitles him for any relief. He also

submitted that since the oral and documentary evidence of the second party management before the enquiry officer has not at all been challenged and on the other hand it has been admitted stating that he would in future strictly adhere to the leave rules and as even during the course of enquiry and subsequently he went on expressing his inability to work due to his ill health and also failed to appear before the medical board, the bank has taken a right decision in compulsorily retiring him from service. Thus he supported the impugned action against the first party.

11. As rightly urged on behalf of the Second party the first party inspite of being served with the copy of the evidence of the management witness as well as the documents relied on for the management giving him sufficient time to challenge the same by cross examination he not only failed but intimated that he is not interested to cross- examine the management witness and thus having left the oral and documentary evidence placed on record for the management unchallenged, there was no material before the enquiry officer to reject the evidence for the management. Threfore, I find no reason to say that his finding in the, affirmative on the charges is either arbitrary or perverse. Since the very charge indicates which is also not denied that on earlier three occasions for remaining absent without leave he was punished and invoking clause 19.5 F of the Bipartite Settlement he was charge sheeted and ultimately punishment of reduction of basic pay by one stage in the time scale of pay with immediate effect by order No.PRS(W)/ZOM/DGM/98/13 dated 30-4-1998 was imposed. Despite the same he remained absent to duty without proper leave application for a period of 229 days as detailed in the charge sheet during the period from 28-08-1997 to 30-11-1998. The orders have been made on all the applications given by him while reporting to duty and the same have been communicated but inspite of it he did not improve his conduct in regularly attending to his duties as such the bank did not commit any error in invoking clause 19.5F of the first Bipartite Settlement. It is borne out from the enquiry records that even after initiating the enquiry, in view of consistent submission of the first party that he has been suffering from back ache due to the injury sustained in the Cricket match played for the management party, he was asked to appear before the panel doctor for medical checkup on 13-5-99 but he did not avail that opportunity also. If this opportunity was availed by him and the panel doctor were to opine that he has sustained a back injury while playing cricket match for the management the bank would have considered that aspect. But his failure to appear before the medical board indicate that he must not have been suffering from the ailment he is putting forward and he is putting forward such excuse for his consistent absenteeism from the duty. The evidence on record do suggest that despite of sufficient opportunities granted to him to report for duty he failed to report for duty. In addition though he was served with order of Appellate Authority confirming order of Disciplinary Authority on 11th May 2000, he keeping quite for a period of more than four years in approaching ALC Hubli for conciliation indicates that he had no intention to continue his service. Therefore, the impugned punishment of compulsory retirement in my considered view is justified and I find nothing to interfere in the same. Hence I pass the following award:

AWARD

The reference is rejected holding the action of the management/second party in compulsorily retiring the first party from its services is justified and that he is not entitle for any relief.

(Dictated to PA transcribed by her corrected and signed by me on 9th December, 2010)

S. N. NAVALGUND, Presiding Officer

Annexure

List of witnesses examined by the management before the Enquiry Officer

1. Srinivas Upadhya, Sr. Branch Manager MW1

Documents exhibited for the the Management before the Enquiry Officer

1.	Letter of Dy. General Manager dated 30-4-1998	MEX-1
2.	Letter of Divisional Manager dt. 29-11-1997	MEX-2
3.	letter of DM dated 13-5-1998	MEX-3
4.	Letter of Asstt. General Manager dated 9-5-99	MEX-4
5.	Letter of AGM dated 11-12-98	MEX-5
6.	Letter of AGM dt 8-2-1999	MEX-6
7.	Staff card	MEX-7
8.	Letter of Sr. Manager dt. 10-5-99	MEX-8
9.	Post card dated 9-5-99	MEX-9
10.	Letter of Sr. Branch Manager dt. 11-6-99	MEX-10
11.	Post card dated 21-6-1999	MEX-11

List of witnesses examined by the first party/CSE before the Enquiry Officer.

Nil

List of Documents of 1st party marked in the Enquiry

नई दिल्ली, 14 जनवरी, 2011

का.आ. 446.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एंड सिंध बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय -2, चण्डीगढ़ के पंचाट (संदर्भ संख्या 1057/05) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-1-2011 को प्राप्त हुआ था।

[सं. एल-12012/41/2003-आई आर(बी-II)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 14th January, 2011

S.O. 446.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1057/2k5) of the Central Government Industrial Tribuna/Labour Court, No.II, Chandigarh now as shown in the Annexure in the industrial dispute between the employers in relation to the management of Punjab & Sind Bank and their workman, which was received by the Central Government on 5-1-2011.

[No. L-12012/41/2003-IR (B-II)]
RAMESH SINGH, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

PRESENT: SHRI A. K. RASTOGI, Presiding Officer

Case ID No. 1057/2K5

Registered on 22-7-2003

Shri Gurnam Singh S/o Late Shri Shainu Ram H. No. 2915/2, Sector 47-D, Chandigarh

...Applicant

Versus

The Zonel Manager, Punjab and Sind Bank, Zonal Office Sector 17-B, Chandigarh-160017

...Respondent

APPEARANCES:

For the workman : Mr. Arun Batra, Advocate

For the management : Mr. J. S. Sathi, Advocate

AWARD

Passed on 24th December 2010

Central Government vide notification No. L-12012/41/2003-IR (B-II) dated 13-6-2003 by exercising its powers under Section 10 Sub section (1) Clause (d) and Sub section 2 (A) of the Industrial Disputes Act, 1947 (hereinafter referred to as Act) has referred the following industrial dispute for adjudication to this Tribunal:—

> "Whether the action of the management of Punjab and Sind Bank in terminating the services of Shri Gurnam Singh S/o Late Sh. Shainu Ram, Ex-Peon (Daily Wage Basis) w.e.f. 1-3-2002 without any notice and without any payment of retrenchment compensation is legal and just? If not, what relief the concerned workman is entitled to and from which date?"

As per claim statement the workman was engaged as a Peon on daily wages in Punjab and Sind Bank, Sector-11, Chandigarh w.e.f. 1-7-1999 to 11-6-2000 thereafter, he worked at Punbaj and Sind Bank, Phase V. Mohali w.e.f 12-6-2000 to 28-2-2002 and his services were terminated w.e.f. 1-3-2002 illegally and arbitrarily. It has been alleged that he worked in both the branches under the controlling authority of Zonal Office, Chandigarh and though he had completed more than 240 days in twelve calendar months prior to his termination but no notice or compensation as per provisions of Section 25 of the Act was given to him. After the termination of his services the management appointed a fresh Peon in March 2002 in violation of Section 25-H of the Act. He has prayed for the reinstatement with full back wages and continuity of service.

The claim was contested by the management and it was alleged that the workman was employed on purely temporary basis on daily wages and was not recruited in accordance with the recruitment procedure of the bank and not by the competent authority, who is Zonal head. There is no permanent vacancy in existence for the post of Peon and the management does not require employees in this category, hence the workman is not entitled to reinstatement. It was also submited that the engagement in different branches of the bank cannot be clubbed together to determine the length of service of the workman and he has not put in continuous service to become entitle to the protection of Section 25F and 25G/H of the Act. His claim is liable to be rejected.

In support of his claim the workman has filed his affidavit and photo copies of Vouchers numbering 61, which are cumulatively marked as WW-1/1. The management on the other hand has filed the affidavit of Ujjal Singh, Senior Manager, Punjab and Sind Bank, Branch Office Phase V. SAS Nagar (Mohali). On the application of the workman the management also produced Photo Copies of General Charges Register showing the payment made to the workman from 17-6-2000 to 8-3-2002 and also 25 Payment Vouchers of the payment made to the workman from August 2001 to April 2002.

I have heard the learned counsel for the parties and have perused the evidence on record.

Admittedly the service of the workman was terminated on1-3-2002 without complying with the provisions of Section 25, 25F of the Act. From 12-6-2000 to 28-2-2002 he was working at the Branch Office of the Management in Phase V, Mohali. For the protection of Section 25 of the Act it is to be seen whether he was in continuous service for not less than one year within the meaning of Section 25B of the Act i.e. whether he worked for 240 days in 12 calendar months preceding his date of termination. The service of 12 calendar months before the date of termination of the workman on 1-3-2002 was in the Branch Office of Phase V, Mohali. Therefore the service period of the workman in the branch office of Sector 11, Chandigarh is not relevant. During the preceding 12 calendar months of the termination of his services, he did not work in the branch office in Sector 11 Chandigarh.

The workman in his cross-examination has admitted that his wages were being paid after a period of 4-5 days or less and not on monthly basis and wages were paid to him as Water-boy or for the supply of water.

From the amount paid to him and from the mode of payment it appears that up to December 2001 he was paid @ Rs.60 per day and thereafter @ Rs. 65 per day. From the details given in Sundry Dr./Cr./Margin Ledger filed by the management on the application of the workman it appears that during the relevant period he was generally paid wages for six days at a time. Sometimes he was paid for lesser and more days also. But total days for which he was paid wages during the relevant period i.e. from 1-3-2001 to 28-2-2002 i.e. preceding 12 calendar months prior to his termination on 1-3-2002 comes to 216 days only. It means that he worked for less than 240 days in the preceding 12 calendar months before his termination. He therefore, did not complete the qualifying service of 240 days to make him entitle to the protection of Section 25F of the Act. I therefore agree with the learned counsel for the management that the compliance of Section 25F of the Act was not necessary in the case of the workman and his termination cannot be assailed on the ground of violation of the said provisions.

The workman has alleged in his claim statement that after his termination, fresh Peon was appointed by the management in violation of Section 25H of the Act. The workman, however, not named the person so employed. The management witness in his cross-examination has stated that there were only two Peons including the workman in the branch; and the other person doing the job was a regular employee and after the disengagement of the workman no one else has been engaged in the branch.

The workman has thus failed in proving the engagement of any person as Peon subsequent to his termination. The violation of provisions of Section 25H of the Act is, therefore, not proved.

From the above going discussions, it is clear that the action of the management of Punjab and Sind Bank in terminating the services of the workman without any notice and without any payment of compensation is legal and just and the workman is not entitled to any relief. The reference is answered against him. Let two copies of award after due compliance be sent to the Central Government for further necessary action.

ASHOK KUMAR RASTOGI, Presiding Officer

नई दिल्ली, 14 जनवरी, 2011

का.आ. 447.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 13/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-1-2011 को प्राप्त हुआ था।

[सं. एल-12012/35/2010-आई आर(बी-II)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 14th January, 2011

S.O. 447.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 13/2010) of the Central Government Industrial Tribunal/ Labour Court, Jaipur now 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 5-1-2011.

[No. L-12012/35/2010-IR (B-II)]
RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

PRESENT : N. K. PUROHIT, Presiding Officer

I.D. 13/2010

Reference No. L-12012/35/2010-IR (B-II) dated: 15-7-2010

Shri Sunil Kumar,
S/o Shri Ramesh Chand,
37/79, Rajat Path, Mansarovar,
Jaipur.

V/s

1. Dy. General Manager,
Central Bank of India,
Zonal Office, Link House,
3, Bahadurshah Jafur Marg,
New Delhi

2. Asstt. General Manager,
Central Bank of India,
Regional Office,
S. C. Road,
Jaipur

AWARD

16-12-2010

1. The Central Government in exercise of the powers conferred under clause (d) of sub-section 1 & 2 (A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following Industrial dispute to this tribunal for adjudication which runs as under:—

> "Whether the action of the management of Central Bank of India, Jaipur to dismiss Shri Sunil Kumar, Cash Peon from service w.e.f. 25-3-2008 is legal and justified? If not, he is entitled to what relief?"

2. Pursuant to the receipt of reference order, the registered notices were issued to both the parties at the address mentioned therein. On perusal of the record, it reveals that Shri B. L. Kulshrestha, Advocate appeared on behalf of the non-applicant on 8-10-10 & filed authority letter. From the proceedings dated 13-9-10 it further reveals that the registered notice issued to the workman was returned unserved with the remark "मकान खाली पड़ा है "। In the interest of justice again registered notice was issued to the workman, but the same was again returned unserved with the remark "left without address". Under such circumstances the case was reserved for passing award after hearing the learned representative on behalf of the management.

3. Since, the registered notices issued to the workman for appearing to file his claim statement could not be served upon him for want of proper address, there is no material on record on the basis of which the reference under adjudication can be decided on merits. Therefore "No Claim Award" is passed in this matter. The reference under adjudication is answered accordingly.

4. Award as above.

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 14 जनवरी, 2011

का.आ. 448.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एनजीपी/32/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-1-2011 को प्राप्त हुआ था ।

[सं. एल-12012/43/2009-आई आर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 14th January, 2011

S.O. 448.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.CGIT/NGP/32/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of UCO Bank and their workmen, which was received by the Central Government on 13-1-2011.

[No. L-12012/43/2009-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/32/2009

Date -1-2011

Petitioner/
Party No. 1

Shri Manohar Ramlujee Edlawar,
Plot No. 28, Lata Kunj, R/o Sarkar Nagar,
Mul Road,
Dist. Chandrapur,
Chandrapur.

Versus

Respondent/
Party No. 2

The Assistant General Manager,
UCO Bank, Regional Office, 101,
Bhagwaghar Layout,
Dharampeth,
Nagpur-440010

AWARD

(Dated : 5th January, 2011)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of UCO Bank, and their workmen for adjudication, as per letter No. L-12012/43/2009-IR (B-II) dated 18-9-2009, with the following schedule :—

> "Whether the action of the management of UCO Bank in dismissing the services of Sh. Manohar

Ramlujee Edlawar Ex. Asstt. Cashier/Clerk is legal and justified? What relief the workmen concerned is entitled to ?"

2. Though, in this case, the reference had been recieved by the Tribunal on 9-10-2009 and the workmen had been directed to file the statement of claim, till 7-10-2010, the statement of claim had not been filed by the workman. However, in the interest of justice, on 7-10-2010, a last chance was given to the workman to file the statement of claim on 28-12-2010. On 28-12-2010, neither the workman nor his advocate appeared. The statement of claim was also not filed. Hence the case was closed for passing award.

3. As no statement of claim has been filed by the workman from 15-12-2009, it is found that the parties are not intersted to proceed with the case. Hence, it is necessary to pass a no dispute award. Hence, it is ordered :

ORDER

The case be treated as "no dispute award", due to the default of the parties.

J. P. CHAND, Presiding Officer

नई दिल्ली, 14 जनवरी, 2011

का.आ. 449.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-2, चण्डीगढ़ के पंचाट (संदर्भ संख्या 948/05) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-1-2011 को प्राप्त हुआ था।

[सं. एल-12012/399/1996-आई आर (बी-II)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 14th January, 2011

S.O. 449.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 948/05) of the Central Government Industrial Tribunal-cum-Labour Court No.1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workmen, which was received by the Central Government on 5-1-2011.

[No. L-12012/399/1996-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

PRESENT: SHRI A. K. RASTOGI, Presiding Officer

Case No. ID 948/2K5

Registered on 4-2-1998

Shri Rakesh Kumar, C/o PNB Staff Union, Punjab National Bank, Kotwali Bazar, Dharamshala, (HP)-176 215

...Applicant

Versus

The Regional Manager, PNB Regional Office, Dharamsala (HP)-176215

...Respondent

APPEARANCES:

For the workman : Workman in person

For the management : Authorized Representative

AWARD

Passed on 23th December, 2010

Central Government vide notification No. L-12012/399/96-IR (B-II) dated 13-1-1998 by exercising its powers under Section 10 Sub-section (1) Clause (d) and Sub-section 2 (A) of the Industrial Disputes Act, 1947 (hereinafter referred to as Act) has referred the following industrial dispute for adjudication to this Tribunal:—

> "Whether the action of the management of Punjab National Bank, Dharmsala (HP) in imposing the penalty of stoppage of two increments with cumulative effect, non-payment of wages during the period of suspension and extension of suspension period even after imposing penalty for all the charges vide order dt. 18-3-91 in respect of Sh. Rakesh Kumar, Clerk/Cashier is just and legal ? If not, what relief the workman is entitled and from which date?"

The facts relevant for the purpose of the matter under reference are that the workman at the relevant time was working as Clerk/Cashier In-charge at Branch Office Dhameta of the bank. Vide order dated 30-7-89 he was placed under suspension. He was charge-sheeted on 17-7-89 on the allegations that:

1. On 14-6-89 he deliberately removed the daily arrangement register from the premises of the bank to destroy the banks' permanent record containing

the evidence of his coming late, absence and going out of office without proper office order;

2. He unauthorizedly marked his attendance on 6-6-89 for his absence on 3-6-89 in the Attendance Register and moved leave application on 17-6-89 for his leave on 5-6-89 on repeated reference of staff to Manager;

3. On 13-6-89 in connivance with Smt. Swarna Devi wife of late Sh. Ram Swarup he unauthorizedly and fraudulently prepared the claim papers to settle the deposit claim in her favour in respect of S/AF Account No. 786 and F.D.R. No.148 of 85 for Rs. 932.71 and Rs.3,000 + interest respectively outstanding in the deceased account of late Shri Biru Ram son of Kiru Ram Village Dehri Sakhon. He prepared the relevant documents and Transfer Vouchers without any written authority or B.M's sanction/certificate. Since he was working on loan seat and cash book and above job was not assigned to him and also did not pertain to his seat, he prepared the papers to defraud the bank in connivance with Smt.Swarna Devi in view of the fact that application of Smt. Giano Devi wife of Jaishi Ram as claimant was on record. When the irregularity was pointed out to him, he destroyed the relevant transfer vouchers, which were already journalized by him and he returned the relative documents to Smt. Swarana Devi which should have been kept in banks' record for further enquiry in the matter;

4. He was indulged in taking bribe and undue favour from the borrowers and was instrumental in getting fraudulently advances made by Manager R. K. Rehan.

In enquiry, the Enquiry Officer found that the charge for demanding Rs.1,000 as bribe from a local cloth merchant of Dhameta was established, while against other charges finding of 'not found guilty' was given. The disciplinary authority agreed with the findings of the Enquiry Officer regarding proof of the charge of demanding bribe from a local cloth merchant; and regarding exoneration of the workman for the charges of taking undue favour from the borrowers. But he differed from the Enquiry Officer on his finding regarding the charge of removal of the daily Attendance Register, unauthorized leave, marking attendance and moving leave application after availing the leave and also for preparing claim papers without any order either on the application or the B.M.'s sanction on PNB-46-47 and found the workman guilty for the related charges also. He issued a Show Cause Notice to the workman proposing the punishment of stoppage of two increments with cumulative effect. Workman was also held not entitled to any wages for the period of suspension except subsistence allowance. After considering the reply of the workman, the disciplinary authority vide order dated 18-3-1991 confirmed the proposed punishment and advised the workman to report to Branch Office of Rajhoon where he was posted permanently and his suspension was ordered to be revoked on the date of his joining in the said office. The workman filed an appeal against the punishment order, but that failed. So was the fate of a review application moved by him.

The workman has raised an industrial dispute by stating that charge-sheet dated 17-7-1989 was not according to law as it did not contain the list of documents and witnesses on which the charges are based. It resulted in miscarriage of justice. Enquiry Report was submitted after the prescribed period of one year. The disciplinary authority while fixing the date for his personal hearing refused to supply the documents required by him in his letter dated 27-2-1991 and thereby infringed his right of defence as well as the principle of natural justice. The disciplinary authority after the personal hearing in the case rejected all the submission of the workman arbitrarily and without considering the report of the Enquiry Officer and the evidence on record and confirmed the proposed punishment. His allegation is that the disciplinary authority deputed his henchman Jai Ram Gupta, Senior Manager and Som Nath Wassan, Manager to establish the charges against him and both of them along with Ajay Kumar Banta, Assistant Manager, pressurized, threatened the borrowers Sh. Bhag Singh and Sh. Hardev Singh to obtain their statements. Shri Wassan was the Enquiry Officer in another matter against the workman earlier also. His contention is that the suspension, framing/issuing of charge-sheet and awarding punishment was done by a single person as disciplinary authority which is illegal, unjust, improper, arbitrary, instrumental, null and void and are the result of ill will, mala fide and bias of the management and are liable to be quashed and so are the entire enquiry proceedings. The holding of the workman guilty for taking bribes from local cloth merchant is not based on evidence on record but is based on surmises and conjectures.

Many other facts mentioned in the Claim Statement are not relevant for the purpose of reference. He has prayed for the regularization of his suspension period and consequential benefits with a direction to the management to release his all dues consequent upon setting aside the impugned action and also to promote him to the next higher post of Special Assistant and Accountant J.M.G. Scale 1 in accordance with the original seniority.

The bank contested the claim and filed written statement. Preliminary objections were raised about the referred dispute not being an industrial dispute under the Act and about being it highly belated as it has been raised after more than 5 years. On merits it was contended that

the departmental action has been taken against the workman in accordance with the provisions of the Bipartite Settlement and the orders passed by the disciplinary authority as well as by the appellate authority are perfectly legal and valid. The allegations made against the Enquiry Officer and the disciplinary authorities are totally wrong, baseless and have been made with ulterior objective. During the enquiry, workman had been allowed to be represented by the representative and had been provided the list of documents and witnesses to enable him to lead the defence and all reasonable opportunity was given to him to defend himself. After the report of the Enquiry Officer, a Show Cause Notice along with copy of enquiry report was sent to the workman and after giving him personal hearing the punishment order was passed. There is no requirement for providing the list of documents and witnesses in the charge-sheet itself. The disciplinary authority while differing with the findings of the Enquiry Officer in respect of some of the charges has given due and valid reasons and it is denied that the findings of the Enquiry Officer in respect of demand of bribery is not based on evidence on record. The allegation of threat has been denied. It was also denied that the workman is entitled to full salary for the period of suspension. It was submitted by the bank that in case the Tribunal finds that the enquiry conducted by the bank is bad for any reason in that eventuality, the bank be allowed to lead evidence to prove the allegations.

Workman filed a rejoinder to say that the allegations contained in the charge-sheet were not of grave nature and does not constitute misconduct under the provisions of the Bipartite Settlement. The senior employees who were responsible and liable for suspension and charge-sheet were instrumental in producing the witnesses against him during the enquiry. B. K. Rehan, the In-charge of the Branch Office. Dhameta during the relevant period was a material witness, but was not included in the list of witnesses of the management. The disciplinary authority has in fact prejudged the guilt of the workman as he had mentioned in the notice of the proposed punishment that no wages will be paid to the workman for the suspension period. The disciplinary authority while differing from the findings of the Enquiry Officer has relied on the statement of MW-5 in that enquiry but has not considered the probative value of his statement. He has also alleged that annual grade increment which was due during the suspension period w.e.f. 1-12-1990 has not been released till date.

On the pleadings of the parties following issues arise for decision in this case:—

1. Whether the dispute raised by the workman is not an industrial dispute under the Act, if not, its effect ?
2. Whether the dispute has been raised belatedly, if so, its effect ?
3. Whether the suspension, issuing charge-sheet and awarding punishment by single person as disciplinary authority is illegal and is the result of ill-will, mala fide and bias of the management and if so, its effect ?
4. Whether the action of the bank in imposing the penalty of stoppage of two increments with cumulative effect, non payment of wages during the period of suspension and extension of suspension period is just and legal ?
5. To what relief, if any, is the workman entitled ?

In support of his case, the workman filed and tendered his own affidavit and also several documents. While on behalf of the management bank, affidavits of Ashok Goel, Senior Inspector, PNB, K.C. Sharma, Senior Manager and S. K. Nigam, A.G.M. Headquarters, New Delhi were tendered in evidence. The bank produced the enquiry report also.

Workman has filed his written arguments in the case. I considered the material available on record and also written arguments of the workman and heard the AR of the bank also. My findings on the various issues are as follows:—

Issue No. 1

Management has taken a preliminary objection that what has been referred to this Tribunal by the appropriate Government cannot be termed as industrial dispute as envisaged under the provisions of the Act as the so called dispute has not been duly and validly espoused as required under the Act.

It has not been elaborated as to how the dispute can be said not duly and validly espoused. It being a dispute between a employee and a workman is an industrial dispute within the meaning of Section 2 (k) of the Act. Issue No. 1 is decided against the management accordingly.

Issue No. 2

The second preliminary objection of the management is that the dispute has been raised by the workman after the lapse of over 5 years and it is highly belated.

The answer to this objection may be found in the claim statement itself. It has been stated in the claim statement that after the order of the appellate authority the claimant had filed a civil suit but the Civil Court returned the plaint for want of jurisdiction on 25-9-1995. The claimant approached this Tribunal after the return of the plaint from the Civil Court and there appears no undue delay on the part of the workman in raising the dispute before this Tribunal. Otherwise also in view of law laid down by the Apex Court in Karan Singh Vs M/s. Executive Engineer, Haryana State Marketing Board 2007 (4) RSJ 675 the

Industrial Tribunal cannot invalidate the reference on the ground of delay. Issue No.2 is decided against the management.

Issue No. 3 & 4.

The workman has taken a plea that the suspension, issuing of charge sheet and awarding punishment, all acts have been done by a single person as disciplinary authority, which is illegal. But no service rule or provision of Bi-partite Settlement has been cited by the workman in support of his plea. In the absence of any provision I am of the view that no fault can be found with the suspension, isuing charge-sheet and awarding punishment by disciplinary authority.

In his written arguments, the workman has taken a plea that the suspension order may be passed only by the appointing authority, who in his case is Chairman-cum-Managing Director and the disciplinary authority is not the appointing authority of the workman, hence he was not authorized to pass the suspension order. The plea though was not taken in the claim statement and was raised by the workman for the first time in his written arguments, yet being a legal plea it requires consideration.

From the record of enquiry it is clear that Regional Manager, Dharamsala has acted as disciplinary authority in the matter. He has issued the suspension order, Charge-sheet and passed the punishment order. The question is whether the Regional Manager, Dharmsala is the appointing authority and if he is not, can he act as disciplinary authority? In this regard the Circle Office, Chandigarh of Punjab National Bank, on the asking of the Tribunal, has made available Circular letter No.27 of 1988 dated 4-5-1988 and Circular No.1012 of 13-4-1987 issued from the Head Office, New Delhi of Punjab National Bank. Circular letter No. 27/88 provides that the appointing authority for clerical and subordinate cadre in a state shall be the Chief Manager/Assistant General Manager. Circular letter No. 1012 however, makes a Regional Manager, the disciplinary authority. According to this circular the incumbent Incharge of each office is empowered to issue and serve charge-sheets on the defaulting workman and to suspend him, if considered necessary, after obtaining prior approval from disciplinary authority designated under para (ii) and in para (ii), the Regional Manager has been empowered to hold enquiry, to take disciplinary action and pass the original order with regard to all offices in the region including Regional Office and other administrative offices under the Regional Office.

The above circulars are made part of the record. from the aforesaid circular letters it is clear that the Regional Manager, Dharmsala is not the appointing authority of the workman but he as disciplinary authority was quite competent to issue suspension order and charge-sheet to the workman and to pass the punishment order. The plea of the workman in this regard therefore, is not sustainable and is rejected.

Issue No.4 is regarding the legality and justification of the punishment imposed by the management. Workman had been found guilty by the Enquiry Officer for demanding bribe from a local cloth merchant but the disciplinary authority found him guilty for three other charges also regarding removal of daily arrangement register, unauthorized marking his attendance and moving leave application after availing the leave and also for unauthorizedly preparing claim papers.

I have perused the order dated 20-2-1991 Ex. W-7 of the disciplinary authority. Disciplinary authority has given valid reasons for his findings. Considering the gravity of the misconduct the punishment imposed by the management of stopping two increments with cumulative effect is appropriate and is rather on lenient side.

The workman has alleged that the non-payment of wages during the period of suspension is unjust and illegal. However, he has not made it clear that on what ground he is claiming the wages for suspension period. The suspension order dated 3-7-1989 is annexure-A, Ex.W-2. By this order his leaving of station without prior permission of Manager, D.O. Dhameta and his entry in the premises of the bank without the prior permission of the said Manager had been banned. It is clear that no work was taken by management from the workman during the suspension period. He was therefore, not entitled to any wages for that period excepting subsistence allowance, which was admissible to him.

The workman has alleged that his suspension was not revoked even after he joined on 19-2-1991 the Rajhoom Branch of Punjab National Bank but the management in its reply has said that the suspension of the workman was revoked when he reported at Rajhoom branch on 23-3-1991. It cannot be believed that even after his joining the Branch Office as per orders of the management his suspension continued. It has not been made clear by the workman as to from which date he started getting his regular salary after the punishment order and on what basis he has alleged the extension of his suspension period.

From the above discussion it is clear that there was no extension of suspension period and the action of the bank in imposing the penalty of stoppage of two increments with cumulative effect, non-payment of wages during the period of suspension is just and legal. Issue nos. 3 and 4 are therefore, decided against the workman.

Issue No. 5

From the findings returned on various issues it is clear that workman is not entitled to any relief. The reference is answered against him. Let two copies of award

after due compliance be sent to the Central Government for further necessary action.

ASHOK KUMAR RASTOGI, Presiding Officer

नई दिल्ली, 14 जनवरी, 2011

का.आ. 450.– औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. I, नई दिल्ली के पंचाट (संदर्भ संख्या 20/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-1-2011 को प्राप्त हुआ था।

[सं. एल-12011/29/2005-आई आर(बी- II)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 14th January, 2011

S.O. 450.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 20/2005) of the Central Government Industrial Tribunal-cum-Labour Court-No. I, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Allahabad Bank and their workmen, which was received by the Central Government on 5-1-2011.

[No. L-12011/29/2005-IR(B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1. KARKARDOOMA COURTS COMPLEX, DELHI

I.D. No. 20/2005

Shri B. S. Verma,
Through the General Secretary,
All India Allahabad Bank Employees' Association,
C/o Allahabad Bank, Baroda
New Delhi -110001.

...Workman

Versus

The General Manager,
Allahabad Bank,
Zonal Office,
17, Parliament Street,
New Delhi.

...Management

AWARD

Various acts of misconduct were committed by Shri B. S. Verma, Head Cashier Category E, while posted at Rajokari and Mangolpur Kalan Branch of the Allahabad Bank (hereinafter referred to as the bank) Since his misconducts amounted to wilful in -subordination or disobedience to lawful authority and reasonable orders of his superiors a charge sheet was served upon him on 3-8-98. Reply of Shri Verma to the said charge sheet was found to be unsatisfactory. Enquiry was initiated which lasted for about 5 years. The Enquiry Officer gave his findings. The Disciplinary Authority imposed punishment of withdrawal of special allowance of Shri Verma. He approached All India Allahabad Bank Employees Association, who raised a dispute before the Conciliation Officer. Since conciliation proceedings failed the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No.L-12011/29/2005-IR (B-II), New Delhi dated 5th July, 2005, with following terms:—

> "Whether the action of the management of Allahabad Bank in imposing punishment of withdrawal of special allowance of Shri B. S. Verma. Head Cashier -'E' is legal and justified? If not to what relief is the disputant entitled to?"

2. Claim statement was filed by Shri Verma pleading therein that the management started harassing him since the very date when he joined Mangolpur Kalan Branch of the bank, as a Head Cashier category 'E'. Duties were assigned to him against the guidelines of the Head Office. He was supposed to work in excess to his defined duties. He requested the authorities to adhere to the Head Office's guidelines/circulars. This made him to invite displeasure of his superiors. With a view to interrupt him the bank started issuing manipulated, intentional, deliberate and malafide office orders/letters, which were contrary to the Head Office Guidelines. He projects that the bank manipulated charge sheet dated 3-8-98 due to sheer vengience, with a view to victimize him for his trade union activities as well as protest raised by him against illegal office orders/letters. Letters dated 28-3-98, 30-3-98 and 31.3.98, as mentioned in head three of the charge sheet, were not supplied to him. Without supply of those letters charges were not made specific and clear to him. The Enquiry Officer had not given reasonable opportunity to defend himself. Charges were not proved against him. However, the Enquiry Officer submitted a report, which was perverse. The Disciplinary Authority awarded punishment of withdrawal of his special allowance, without application of his mind. The Appellate Authority also dismissed his appeal in a mechanical manner and confirmed the punishment awarded to him.. He claims that the order of punishment dated 13-12-03 may be set aside and he may be exonerated from all charges restoring his special allowance.

3. Contest was given to the claim statement by the bank pleading that the reference made by the appropriate Government is without application of mind, hence it is liable to be rejected. It has been pleaded that while posted at Rajokri and Mangolpur Kalan branch of the bank, the claimant failed to carry out duties assigned to him. Vide order dated 7-3-98 Senior Manager assigned duties of application of interest, balancing of saving bank ledgers Nos. 2, 4, 6, 8, 10 ,12, and 14, preparation of H.O. 41 weekly and application of H.O. interest and work, which duties were not performed by the workman. Keeping in view urgency of closing work, two officers, namely, Pramod Kumar and Ramesh Jain were deputed at Rajokri Branch for completion of the closing work. Application of interest in different saving bank ledgers was done by Pramod Kumar, Ramesh Jain and R. P.Tanwar. Conclusion of H.O. interest was done by Shri Pramod Kumar. Work of balancing of S. B.Ledger Nos. 2, 4, 6, 8, 10, 12 and 14 was done in April,1998. Since the workman opted not to perform those duties, letters dated 28-3-98, 30-3-98 and 31-3-98 were written, which were acknowledged by Shri Verma, but he disobeyed instructions contained therein. Therefore, contention of Shri Verma that these documents were not supplied to him is misconceived. Circular dated 19-6-98 makes it clear that the instruments (cheques) were to be accepted by the authorised person or the person to whom duty was specifically assigned in that regard. Contention of the workman that office order, commanding him to receive cheques from public, was contrary to office guidelines, is misconceived. The workman admits that he refused to accept cheques from public in pursuance of the office order, which was contrary to office guidelines. However his assertion that the officer orders were contrary to office guidelines, is wrong and misconceived. It has been denied that the bank started harassing the workman from the date of his joining Mangolpur Kalan branch. It has been denied that the workman was forced to work in excess of his defined duties. It has also been denied that charge sheet was manipulated. It has been pleaded that the enquiry was initiated on 21-10-98 and it was completed on 16-4-2003, in 29 hearings. Contention of the workman that reasonable opportunity was not given to defend himself is unfounded, in view of various hearings of the enquiry. It has been claimed that the findings of the Enquiry Officer were based on evidence produced before him. He rightly concluded that charges stood proved against Shri Verma. The Disciplinary Authority gave personal hearing to Shri Verma and then awarded punishment of withdrawal of his special allowance. Appellate Authority also passed its order in consonance with facts. The bank claims that case projected by the workman is misconceived and is liable to be dismissed.

4. On pleadings of the parties, following issues were settled:

1. Whether the enquiry conducted by the management was just and fair ?
2. Whether the punishment of withdrawal of special allowance was commensurative to the misconduct ?
3. As in terms of reference.
4. Relief.

5. Issue No.1 was treated as preliminary issue. Shri B.S.Verma has examined himself in support of his claim. Shri Amar Singh, Chief Manager, was examined by the bank to discharge onus. After hearing the parties and on appreciation of evidence, the preliminary issue was answered in favour of the claimant and against the bank vide order dated 15-2-2010.

6. Vijay Kumar Vij was examined by the bank to prove misconduct of the claimant. Shri Verma entered the witness box again to rebut evidence, so adduced by the bank. No other witness was examined by either of the parties.

7. Arguments were heard at the bar. Shri B.S.Verma raised his submissions in person. Shri Rajat Arora, authorised representative, advanced arguments on behalf of the bank. Subsequently written submissions were filed by Shri Verma. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:

Issue no. 2 and 3

8. Shri Vijay Kumar Vij unfolds that from July, 1997 till May, 1998 he was posted as Branch Manager, Mangolpur Kalan branch of the bank. On 27-3-98 the workman came to join as a Head Cashier category 'E' in his branch, on being transferred from Rajokri branch of the bank. He reached at about 4.30 PM to take over charge of cash department. He detailed duties, when Shri Verma reported on 28th of March, 98. He was made aware that his duties includes cash receipt, cash payments, tallying of cash at the end of the day, to hand over cash to the branch incharge to be kept in safe and duel custody. He was advised to collect cheques for clearing purposes from customers. He was also made aware that vouchers upto an amount of Rs.3000 would be released by him for posting purposes by cash clerks and vouchers of higher amount would be counter-signed by him. During his duty hours on 28th of March, 98 Shri Verma refused to accept cheques from customers for clearing purposes. Customers approached officer concerned as well as him (witness) in that regard. He told Shri Verma that it was part of his duty to accept cheques from public for clearing purposes. When Shri Verma refused to comply those instructions, he had to issue an office order in that regard, which is Ex.MW2/1.

Shri Verma accepted the order under protest. He refused to accept cheques from customers for clearing purposes, despite issuance of the order referred above. He issued another office order which is Ex.MW2/2. Despite issuance of second office order. Shri Verma refused to receive cheques from customers for clearing purposes. Therefore, he issued letter Ex.MW2/3 to Shri Verma in evening hours. All these efforts failed since Shri Verma opted not to comply and went away.

9. Shri Vij erects edifice brick by brick detailing that on 30-3-98 also he told Shri Verma that it was part of his duty to accept cheques from customers for clearing purposes. He again refused to comply oral instructions, so given. He had to issue office order Ex.MW2/4 on that day, which was accepted by him under protest. Thereafter he asked Shri Mange Ram, Officer, to accept cheques from customers for clearing purposes. Letter Ex. MW2/5 was issued to Shri Verma on 30-3-98. Shri Verma come in hall many a times for making telephone calls and told him that he cannot perform that job. Public approached him time and again, when Shri Verma refused to accept cheques and a scene was created. Some customers gave complaints in writing, which complaints were sent to Regional Office. Shri Verma was speaking to him in indecent manner. He uttered, "who is that bastered who can harm me". Lady staff felt inconvenient on hearing such indecent remarks. Shri Verma did not complete his job that day and left home.

10. Shri Vij detailed that on 31-3-98 he again directed Shri Verma to receive cheques from customers for clearing purposes. Office order Ex.MW2/6 was issued which was accepted by Shri Verma under protest. A letter was issued to him that day which is Ex. MW2/7. He reported the incident to Regional Office vide letters Ex.MW2/8 and Ex.MW2/9 respectively. Shri Verma had adopted a go slow tactics. He used to release receipt vouchers in evening for posting by cash clerk. He had to request his officers to post those vouchers and complete ledgers. He issued office order in that regard which is Ex.MW2/10. He had to issue directions to the entire staff to complete the work since 31-3-98 was closing day of the year, which directions are Ex.MW2/11. On 31-3-98 Shri Verma created a scene in hall and gave a feeling that he was a leader. He left vouchers for posting in the evening. Shri Verma did not complete his job on 31-3-98.

11. To project that acceptance of cheques from customers for clearing purposes was duty of Head Cashier category 'E', Shri Vij unfolds that prior to Shri Verma, Shri V.K.Jain, Head Cashier Category 'E', used to perform those duties. He never received any complaint in respect of working of Shri V.K.Jain. Shri Verma used to address and advise other employees not to do their job. He used to utter that he will see as to how work is taken from him by the branch manager. He testified facts in that regard before the Enquiry Officer. During the course of his cross examination, he announces that Shri Verma was bound to perform his duties in pursuance to circular Ex.MW2/W1. Complaint like Ex. MW2/W2, Ex. MW2/W3, Ex.MW2/W4 and Ex.MW2/W5 were received by him on 28-3-98. He does not dispute the documents Ex.MW2/W6 to Ex. MW2/20. He announces that circular Ex.MW1/7 was issued by the bank on 19-6-98. He details that letter Ex.MW2/W3 might have been received by Shri Verma either in evening of 29-3-98 or in morning of 30-3-98. On 30-3-98 Shri Verma released vouchers for posting by cash clerk at about 4 or 4.15 PM. On 31-3-98 his officers told that Shri Verma has released vouchers for being posted by cash clerks belatedly. Shri Mange Ram Sharma told him that Shri Verma was not receiving cheques from public for clearing purposes. In Ex.MW2/5 he made reference of go slow tactics adopted by Shri Verma.

12. Shri B.S Verma unfolds that on 28-3-98 cashier sent certain vouchers to him which were not in consonance with the circular issued by the bank. He instructed him to send vouchers to him in accordance with the circulars. Raj Singh, Receipt Cashier, went to the cabin of the Branch Manager. Thereafter he came to his seat and informed that he was told by the Branch Manager to work in accordance with the practice prevalent and not in accordance with the circulars. Branch Manager handed over office order Ex.MW2/1. He told the Branch Manager that cheques sent to him for clearing purposes were not containing signature of the ledger keeper. He told him to check those cheques and to do the needful. A cheque was to be deposited in the account of one Jeet Singh Yadav, which account was not properly introduced. On account of that irregularity, the cheque in question could not be encashed in that account. He requested Mangat Ram Sharma, Operation Manager, to instruct Receipt Cashier to send cheques to him in accordance with the circular. Shri Sharma went to cabin of the Branch Manager and on return told that Shri Vij had instructed him to and work as per practice. Second Office order was issued by the Branch Manager on that very day. Since it was practice prevalent in those days to drop cheques in clearing box, there was no occasion for the public to reach his seat and to hand over cheques for clearing purposes. On 28-3-98 Branch Manager come to his seat alongwith cash receipt vouchers. He requested him to certify the same as per practice. Vouchers were without counter-foils and transit register. Since the staff had refused to post vouchers he has to authenticate the same.

13. Shri Verma declares that on 30-3-98 Receipt Cashier had sent certain vouchers without counter-foils and transit register. He had handed over counter foil to respective customers. An office order was issued by the Branch Manager instructing him to receive cheques from public for clearing purposes. None from public came to

him to handover cheques for clearing purposes. At about 11.30 AM Shri Vij approached him and uttered that he (witness) was trying to disrupt working of the receipt counter. He threatened him saying that he would implicate him in one or other charges as he was new to the branch. At about 12 noon Shri Vij again approached him with cash receipt vouchers above Rs.3000 and advised him to authenticate those vouchers, since staff has refused to pass the same. He issued letter Ex.MW1/3 in morning hours and letter Ex.MW2/5 around 4.50 PM.

14. Shri Verma concedes that on 31-3-93 Shri Vij had issued office order, which is Ex. MW2/6. None from public came to him to handover cheques for clearing purposes. He received office orders under protest. He gave a telephone call to Shri R.S.Saini General Secretary of the Union and narrated facts. As per instructions of Shri Saini he requested Shri Vij to have a talk with Shri Saini. Shri Vij started abusing and uttered that he does not know any bastered with the name of Shri Saini he had to authenticate cash receipt vouchers without counter-foils and transit register. During the course of his cross examination, he concedes that Shri Vij asked him to receive cheques from customers for clearing purposes. He presents that he could not receive a cheque without ascertaining the fact as to whether it could be cleared for encashment. According to him, it was his duly to know whether account in which a cheque was to be encashed, was properly introduced and opened. Saving bank vouchers and ledgers were not in his cabin. He had to go out to check these vouchers and ledgers. He tenders circular and enquiry proceedings, which are Ex.WW1/1 to Ex.WW1/7.

15. When facts testified by Shri Vijay Kumar Vij and Shri B.S.Verma were appreciated, it came to light that Shri Verma joined Mangolpur Kalan Branch of the bank as a Head Cashier Category 'E' on 27th of March,98, on being transferred to that branch from Rajokri branch. He took over charge of the post at 4.30 PM that day. On 28-3-98 Shri Vij detailed duties of that post to Shri Verma. He was made aware that his duties includes cash receipt, cash payments, felling books of cash at the end of the day, to handover cash to the branch incharge to be kept in safe custody. He was also advised to collect cheques for clearing purposes from customers, besides releasing vouchers upto an amount of Rs.3000 for posting purposes by cash clerks and to counter-sign vouchers of amount higher than Rs.3000. A hue and cry was raised by Shri Verma, that it was not his duty to collect cheques from public for clearing purposes. Contra to his assertions Shri Vij has unfolded that he was made clear that it was part of his duties to collect cheques from customers for clearing purposes. Therefore, it is expedient to ascertain as to whether assertion of Shri Vij is correct. Consequently efforts would be made to know as to what were duties of Head Cashier Category 'E', in those days. Circular No.4208, proved by the claimant as Ex.WW1/4, enlists duties carrying special allowance in clerical and subordinate cadres. It has been mentioned in the circular that workman entrusted with duties attracting special allowance can be required to perform routine duties of his cadre. Routine duties of clerical cadre, for which no special allowance was to be paid, has also been detailed as follows:

1. Acknowledgement of inward mail received,
2. Receipt of cheques, drafts, dividend, warrants, pay orders and other like instruments other than bills and giving acknowledgements in the counterfoil.
3. Delivery of cheque books, subject to authorization by competent authority,
4. Issue of cash receipts upto Rs. 1000/-.
5. Issue of ESI Stamps whenever applicable or may become applicable.
6. Recounting of currency notes by case department staff.
7. Ensuring proper contents in covers and envelopes including registered one before tendering.

16. Besides above duties, Annexure A to the circular enlists special allowance duties of Head Cashier Category A, Head Cashier Category C and Head Cashier Category E and of other posts. Duties of Head Cashier Category A takes within its sweep functions of holding bank's cash, keys and/or other valuables in safe custody (jointly with an officer) and being accountable for them and being responsible for running cash department. It has been projected therein that in banks where such practice is in existence, the opinion compilation with verification of vernacular signatures/endorsements may, if the bank so desires, continued to be done by employees under that category without disturbance. Duties of head cashier category C shall involve holding bank's cash, keys, and / or other valuables in safe custody (jointly with an officer) and being accountable for them and being responsible for running cash department, and counter signing cheques and or drafts (on selves or correspondents), pay orders, deposit receipts etc. It has been pointed out that in banks where such practice is in existence, the opinion compilation with verification of vernacular signatures/endorsements will continue to be done by employees of that category without disturbance, besides where practice of discharging bills/hundies for payment received is in existence it may be continued to be done by the officials of that category.

17. Duties of Head Cashier Category 'E' shall be the same as provided for Head Cashier Category (A) or (B) or (C) or (D) besides all or any of the following duties:

1. Discharging/endorsing bills/cheques etc.

2. Opinion compilation work and verification of vernacular signatures (to there it is not already covered under Categories A, B, C, or D).

3. Being incharge of clearing and godown department etc.

4. Guaranteeing the cash staff under them.

5. Passing independently clearing and transfer cheques, vouchers etc. (credits or debits) upto and including Rs.35000. Passing cash vouchers upto Rs.35000 jointly with an authorised person.

18. As projected above a Head Cashier Category "E' shall perform all duties of Head Cashier Category A, B C or D, plus duties detailed above. Besides those duties he is under an obligation to perform routine duties, which duties are of receipt of cheques, drafts, dividend, warrants, pay orders and other like instructions other than bills and giving acknowledgements in counter-foil. Consequently it is evident that receipt of cheques from public for clearing purposes was part of routine duties to be performed by Head Cashier Category 'E' which position Shri B.S.Verma was holding at the relevant time.

19. Ex.MW2/1 was served on Shri Verma by Shri Vij on 28-3-98, which document makes it clear that Shri Verma was advised to receive local clearing cheques and after noting it in register to hand over collected cheques to the Special Assistant for compiling the same. This office order was received by Shri Verma under protest. Another office order Ex.MW2/2 was issued by Shri Vij wherein he mentioned that Shri Verma had not received cheques from public. He was advised to receive cheques from public for smooth functioning of the branch and to submit his protest after public working hours. That office order was again received by Shri Verma under protest. Despite office orders Shri Verma refused to accept cheque for clearing purposes at the payment counter. It constrained Shri Vij to issue letter Ex.MW2/3 wherein he unfolds that non- compliance of the aforesaid office orders is violative of its contents. He emphasised on Shri Verma that the latter had failed to justify his salary for the day. On 30th of March, 98 he was again advised by Shri Vij to accept cheques from customers for clearing purposes, as it was part of his duty. Shri Verma again refused to follow instructions of his superior, who was constrained to issue office order Ex.MW2/4. Shri Verma opted to accept the order under protest. When Shri Verma failed to carry out his duties, Shri Mange Ram was advised by the Branch Manager to accept cheques from customers for clearing purposes. An order Ex.MW2/10 was issued by Shri Vij in that regard and Shri Mange Ram Sharma carried out instructions issued to him. Letter Ex.MW2/5 was issued to Shri Verma, contents of which are self explanatory. Shri Vij unfolds that Shri Verma came in hall for making telephone calls and told him that he can not perform his duties in that manner. Complaints were made by the customers to him, asserts Shri Vij. As projected by Shri Vij, Shri Verma talked in an indecent manner and left home without completing job for the day.

20. On 3rd consecutive day, that is 31st of March, 98 Shri Vij again directed Shri Verma to receive cheques from customers for clearing purposes. He issued office order Ex.MW2/6, which was received by him under protest. When Shri Verma failed to carry out instructions, letter Ex. MW2/7 was issued which portraits roudy behaviour of Shri Verma. These documents makes it clear that Shri Verma created scene of indiscipline and refused to perform duties assigned to him. Shri Vij was constrained to report the matter to higher authorities vide communications Ex.MW2/8 and Ex. MW2/9, Since it was closing day of the year, Shri Vij has to issue directions to the entire staff to complete their work, which directions are contained in Ex. MW2/11. Shri Verma left voucher for posting in the evening hours with a view to create problems for the Branch Manager.

21. Facts detailed above make it clear that Shri Verma opted to disobey instructions issued by Branch Manager on various dates. He not only defied legal orders of his superior but created scene in the branch, which was subversive of discipline. He uttered indecent words which smacks of insubordination too. From even its detailed above, it is crystal clear that the bank has been able to prove misconduct of Shri Verma relating to defying legal orders of his superior, creation of indecent behaviour in the branch, disrupting smooth functioning of the bank and showing insubordination and dis-obedience to lawful authorities of his superior. Consequently it is clear that the bank has been able to prove misconduct of Shri Verma, as detailed above.

22. On quantum of punishment to be awarded, the bank projects that Shri Verma may be punished suitably. On the other hand Shri Verma claimed exoneration of his punishment. An employee who disobeys instructions of his superior, disrupts the working of the branch, uses indecent words in presence of public and shows insubordination and disobedience to lawful authority of his superior runs a risk of incurring penalty. He cannot be exonerated of such misconducts. Considering all facts, penalty of withdrawal of special allowance of Shri B.S Verma, Head Cashier Category 'E' is imposed upon him. The punishment order shall operate from the day on which the punishment was awarded to Shri Verma by the bank. An award is, accordingly, passed. It be sent to the appropriate Government for Publication.

Dated: 29-11-2010

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 14 जनवरी, 2011

का.आ. 451.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टैण्डर्ड चार्टरड बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, मुंबई के पंचाट (संदर्भ संख्या 70/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-1-2011 को प्राप्त हुआ था।

[सं. एल-12011/52/2003-आई आर(बी-I)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 14th January, 2011

S.O. 451.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 70/2003) of the Central Government Industrial Tribunal-cum-Labour Court-1, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Standard Chartered Bank and their workman, received by the Central Government on 12-1-2011.

[No. L-12011/52/2003-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

JUSTICE G. S. SARRAF, Presiding Officer

REFERENCE No. CGIT-1/70 of 2003

PARTIES:

Employers in relation to the management of Standard Chartered Bank

And

Their Workmen

APPEARANCES:

For the Management : Shri Ashok D. Shetty, Adv.

For the Union : Shri Dinesh Tawade Secretary, Mumbai Labour Union

State : Maharashtra

Mumbai, dated the 5th day of January 2011

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section 1 of Section 10 of the Industrial Disputes Act 1947 vide Government of India, Ministry of Labour, New Delhi Order No. L-12011/52/2003-IR (B-I) dt. 27-11-2003. The terms of reference given in the schedule are as follows :

> "Whether the action of the Management of Standard Chartered Bank, Mumbai in terminating the services of S/Shri Shekar Poojary and 9 others w.e.f 1-8-2002 is justified? If not, what relief, S/Shri Shekar Poojary and 9 others are entitled to ?"

2. Secretary, Mumbai Labour Union and learned counsel for the First Party Bank have submitted an application today that in terms of the Memorandum of Settlement dt.3-1-2011 the dispute has been amicably settled between them and the workmen do not desire to prosecute or press their claims or contentions.

3. According to the terms of settlement each of the ten workmen shall be paid the amount shown against his name as per Annexure 'A' and upon receipt of the said amount by the individual workman the same shall be in full satisfaction of all his legal dues/claims against the employer and that they shall have no further claim or dispute of any nature whatsoever monetary or otherwise.

4. Shri Dinesh Tawade, Secretary, Mumbai Labour Union and all workmen except the workman Shri Alkesh Barot are present in the Court and they submit that they have received the Pay Orders of the amount as mentioned in Annexure 'A' in full and final satisfaction of their claims and they now have no grievance against the First Party.

5. One workam Alkesh Barot is absent. Shri Dinesh Tawade, Secretary, Mumbai Labour Union states that his whereabouts are not known. There is no material on record except the Memorandum of Settlement according to which he is entitled to receive Rs.1,42,350. It is, therefore, declared that the workman Shri Alkesh Barot is entitled to receive Rs.1, 42, 350 from Dr. Mukund Aparajit, Proprietor, Rosemary & Thyme International, Gala No.2 Gandhi Nagar, Bharat Bazar, D. C. Road, Behind Lady Ratan Tata Tower, Worli, Mumbai-400018.

6. Accordingly the reference stands disposed of in terms of Memorandum of Settlement dt. 3-1-2011.

JUSTICE G. S. SARRAF, Presiding Officer

नई दिल्ली, 14 जनवरी, 2011

का.आ. 452.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बडौदा के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-2, नई दिल्ली के पंचाट (संदर्भ संख्या 55/07) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-1-2011 को प्राप्त हुआ था।

[सं. एल-12012/110/2006-आई आर (बी-II)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 14th January, 2011

S.O. 452.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.55/2007) of the Central Government Industrial Tribunal/Labour Court-II, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workmen, which was received by the Central Government on 13-1-2011.

[No. L-12012/110/2006-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, KARKARDOOMA, DELHI

ID No. 55/2007

Dated : 22-11-2010

In the matter of dispute between :

Shri Anil Kumar, son of late Sh. Jai Prakash,
House No. 349, Purani Aabadi,
Hanuman Chowk,
Muzaffarnagar (UP) ... Workman

Versus

The Assistant General Manager,
Bank of Baroda, Regional Office, 1,
Sanaklan Road, Bhotia Padav,
Nainital Road, Haldwani. .. Management

AWARD

The Central Government, Ministry of Labour, vide Order No. L-12012/110/2006-IR(B-II) dated 30-8-2007 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of Bank of Baroda, Muzaffarnagar to terminate the service of Shri Anil Kumar, part time sweeper w.e.f. whether 1-10-2003 is fair, legal and justified ? If not, to what relief the workman is entitled ?"

The workman has not been attending this case for the last so many dates of hearing. In fact, since 28-7-2008 he has not been attending this court. Evidently, he is not interested in the outcome of this reference. In this situation, there is no way out except to pass a no dispute award in this case which is passed accordingly. The reference sent by the Central Government stands disposed of accordingly.

Dated : 22-11-2010

SATNAM SINGH, Presiding Officer

नई दिल्ली, 14 जनवरी, 2011

का.आ. 453.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-2, नई दिल्ली के पंचाट (संदर्भ संख्या 61/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-1-2011 को प्राप्त हुआ था।

[सं. एल-12012/14/2000-आई आर (बी-II)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 14th January, 2011

S.O. 453.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.61/2000) of the Central Government Industrial Tribunal/Labour Court-II, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of India and their workmen, which was received by the Central Government on 13-1-2011.

[No. L-12012/14/2000-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, KARKARDOOMA, DELHI-110032

ID No. 61/2000

Dated : 25-11-2010

In the matter of dispute between :

Shri S.K. Pasricha, Flat No. 150
Plot No. 13/1, Bhagirathi Apptts.
New Delhi-110085 ... Workman

Versus

Bank of India,
The Zonal Manager, BOI,
Jeevan Bharti Building,
Level-5, Tower-1, 124
Indira Chowk, New Delhi-110001 .. Management

AWARD

The CentralGovernment, Ministry of Labour, vide Order No. L-12012/14/2000-IR(B-II) dated 5-6-2000 has referred the following industrial dispute to this Tribunal for adjudication :

" Whether the action of the Dy. Chief Manager (Admn). Bank of India, New Delhi Service Branch, Zonal Office, Jewan Bharti Building, Level 5, Tower-1, Indira Chowk, New Delhi in imposing punishment of removal from service to Shri S.K. Pasricha Ex-Staff Clerk w.e.f. 24-2-99 is justified, reasonable and valid ? If not, what relief and benefits he is entitled to ?"

The workman has not been attending this case for the last so many date of hearing. In fact, since 3-9-2008 he has not been attending the court. Evidently, he is not interested in the outcome of this reference. In this situation, there is no way out except to pass a no dispute award in this case which is passed accordingly. The reference sent by the Central Government stands disposed of accordingly.

Dated : 25-11-2010

SATNAM SINGH, Presiding Officer

नई दिल्ली, 14 जनवरी, 2011

का.आ. 454.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 12/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-1-2011 को प्राप्त हुआ था।

[सं. एल-12012/98/2007-आई आर (बी-II)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 14th January, 2011

S.O. 454. —In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 12/2008) of the Central Government Industrial Tribunal/Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Union Bank of India and their workmen, which was received by the Central Government on 13-01-2011.

[No. L-12012/98/2007-IR(B-II)]
RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SRI RAM PARKASH, HJS, PRESIDING OFFICER,

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, KANPUR.

Industrial Dispute No. 12 of 2008

BETWEEN

Sri Tarun Bharti,
S/o Sri Rajesh Bharti,
Moh. Antpada,
Arya Samaj Road,
Mathura.

And

The General Manager,
Union Bank of India,
3rd Floor Sharda Tower,
Kapoorthala Complex,
Aliganj, Lucknow.

AWARD

1. Central Government, MoL, New Delhi, vide notification no. L-12012/98/2007 (IR (B-II) dated 10-12-2007 has refered the following dispute for adjunction to this tribunal.

2. Whether the action of the management of Union Bank of India, Mathura Cantt. Branch in terminating Sri Tarun Bharti alias Chhotu, son of Sri Rajesh Bharti from the service w.e.f. 01-01-05 is just fair and legal ? If not to what relief the workman concerned is entitled to ?

3. In the above case after the receipt of the reference order by the appropriate government registered notices were issued to the contesting parties from the tribunal for filing their respective claims by the contesting parties. The instant case was taken up for hearing on and on 10-04-08, 09-05-08, 29-05-08, 07-07-08, 4-08-08, 09-09-08, 16-10-08, 28-11-08, 19-02-09, 25-03-09, 01-05-09, 27-07-09, 24-09-09, 20-10-09, 02-12-09, 29-12-09, 16-02-2010, 15-03-2010, 29-04-2010, 31-05-2010, 27-07-2010, 13-08-10, 31-08-2010, 04-10-10, 18-11-2010 and 21-12-10 respectively, but neither the workman nor any one on his behalf appeared in the case to contest the case nor was any statement of claim filed on his behalf.

4. It is the workman who is claimant in the instant case is heavily burdened to contest his case before the tribunal and if he fails to file his complaint or statement of claim before the tribunal he is solely responsible for the same and he cannot be allowed to get any relief for his own deliberate lapses as has been found in the instant case.

5. Since the claimant has not availed the opportunity granted by the tribunal and also since he deliberately failed to file his claim before the tribunal, the tribunal is inclined to believe that the claimant is not interested to prosecute his case before the tribunal and the reference is bound to be answered against the claimant for want of pleadings and proof.

6. Accordingly reference is answered in affirmative in favour of the opposite party management and against the workman.

Dated : 6-1-11

RAM PARKASH, Presiding Officer

नई दिल्ली, 14 जनवरी, 2011

का.आ. 455.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एंड सिंध बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट (संदर्भ संख्या 24/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05-01-2011 को प्राप्त हुआ था।

[सं. एल-12012/02/2010-आई आर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 14th January, 2011

S.O. 455. —In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 24/2010) of the Central Government Industrial Tribunal, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab & Sind Bank and their workman, which was received by the Central Government on 05-01-2011.

[No. L-12012/02/2010-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE DR. R.K. YADAV : PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, KARKARDOOMA COURTS COMPLEX, DELHI

I.D.No.24/2010.

Tirath Singh S/o Late Sh. Amolak Singh,
R/o WZ-169, Second Floor,
Street No.5, Varinder Nagar,
New Delhi. ... Workman

Versus

The Zonal Manager,
Punjab & Sind Bank, Zonal Office-II,
B-38, Naraina Industrial Area,
Naraina, New Delhi - 110028. ... Management

AWARD

Amolak Singh, who Was employed with Punjab & Sind Bank (in short the bank), died in harness. His son, namely, Tirath Singh, applied for compassionate appointment. His request was granted and he was appointed as Typist, vide appointment letter dated 11th of November, 94. He was constrained to give an authority letter to the bank to deduct a sum equivalent to 25% of his monthly gross emoluments, to deposit it in the account of Smt. Rajinder Kaur, his mother. He joined services of the bank and kept on probation for a period of six months. His services were confirmed w.e.f. 11th of May, 95. He applied for leave to go abroad. The bank gave him no objection certificate and sanctioned 48 days leave w.e.f. 3-11-2005 to 20-12-2005. It was made clear to him that no further request with regard to extension of leave of any kind will be entertained. Shri Tirath Singh went abroad and did not join his duties on 21-12-2005 or thereafter. Various letters were written by the bank but to no avail. Notices dated 2-1-2007 and 2-2-2007 were served, calling upon him to join his duties. Ultimately notice dated 6-3-2007 was sent calling upon him to join his duties within 30 days, failing which he would be deemed to have voluntarily vacated his employment. Shri Tirath Singh failed to report for his duty. On 16-4-2007 bank issued a letter to him, declaring therein that he was deemed to have voluntarily vacated his employment and his name stood struck off from muster roll of the bank. Against the said order, Shri Tirath Singh raised an industrial dispute. Since Conciliation proceedings failed, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No.L-12012/02/2010-IR (B-II) New Delhi dated 10-3-2010, with following terms:

> "Whether the action of the management of Punjab & Sind Bank, New Delhi, in terminating the services of Shri Tirath Singh, ex-Typist, is just, fair and legal? To what relief the workman is entitled?"

2. Claim statement was filed by Shri Tirath Singh and his mother Rajinder Kaur, pleading therein that Shri Tirath Singh was employed as a typist by the bank vide appointment letter dated 11-11-94, in the pay scale for Rs. 900-2860. He was appointed on compassionate grounds, with a condition to pay 25% of his gross emolument to his mother every month as maintenance. He authorized the bank to deduct 25% of his monthly gross emoluments, to deposit it in the account of his mother. His services were confirmed on 11-5-95. He was posted at extension counter of the bank at Dev Nagar, New Delhi, as Head Cashier somewhere in June/July, 2005. He applied for 48 days leave and N.O.C. from the bank for visiting

U.S.A., where his uncle resides. His leaves were sanctioned, besides granting N.O.C., vide letter dated 2-11-2005. He went to U.S.A., to stay with his uncle. His aunt had fallen seriously ill, hence he requested the bank authorities, vide letter dated 1-3-2006, for extension of his leaves. Though his letter was received by the bank, yet it was not responded to. He thought that his leave have been extended. He got a seat booked for flight to India for 8th of August, 2006. Unfortunately on 1st of August, 2006, he slipped in bath room and sustained serious injuries in his backbone. He was advised by leading consultant not to travel till his complete recovery. Constrained by the circumstances, he got his ticket cancelled. He wrote to the Manager, Dev Nagar branch of the bank, on 12-8-2006 and requested him for grant of medical leave till medical attendant advises him to travel to India. He annexed medical certificate alongwith that application. The bank opted not to respond to that communication. On 2-2-2007 he received a letter from Chief Manager, directing him to join his duties within 30 days of that letter. He had not replied it. On 28-3-2007 he received another notice dated 6-3-2007 calling upon him to join duties within 30 days failing which he would be deemed to have voluntarily vacated his employment on expiry of notice period. On 5-4-2007, he wrote a letter to the Chief Manager and faxed it on 6-4-2007, wherein he had clarified his position. Surprisingly he received letter dated 16-4-07 wherein it was observed that he has been deemed to have voluntarily vacated his employment and his name stood struck off muster roll of the bank.

3. Shri Tirath Singh explains that he had no intention whatsoever to vacate his employment with the bank. He wrote to the authorities and explained his inability to join his duties, vide letters dated 1-3-06, 12-8-2006 and 5-4-07. He projects that in catena of decisions the Apex Court and High Court of Delhi had ruled that in case an employee applies for leave and leaves his office on his leaves having been sanctioned, his remaining absent for some period would not constitute abandonment (voluntarily vacating employment) in law. He urges that letter dated 16-4-07 is arbitrary, unjustified, illegal and as such cannot be upheld by law. The said order was passed without giving an opportunity to present his defence. He cannot be removed from services of the bank, in an arbitrary manner. After issuance of that order, he approached the bank number of times, but was not allowed to resume duties. He claims that the bank be directed to allow him to resume duties and pay him full wages, besides consequential benefits.

4. Claim was demurred pleading that Smt. Rajinder Kaur is not a workman since she was never employed with the bank. Employment of Shri Tirath Singh as typist on compassionate grounds has not been disputed. It is also not a matter of dispute that he gave an authority to the bank to deduct 25% of gross monthly emoluments of his wages, to deposit the same in the account of his mother. It is also not a matter of dispute that his services were confirmed and he was posted at extension counter of the bank at Dev Nagar to work as Head Cashier somewhere in June/July, 2005. It is also not a matter of dispute that Shri Tirath Singh applied leaves for 48 days besides N.O.C. for visiting U.S.A. The bank claims that his leaves were sanctioned, making it clear that no further request with regard to extension of leave of any kind will be entertained. He was required to report for duty on 21-12-05, on expiry of leaves. Since he did not report for duty, he was asked to join his duties immediately, vide letter dated 25-1-06. He was instructed, vide letters dated 10-3-2006 and 16-5-2006 to report for duty. He was further advised to report for duty, vide letters dated 2-1-2007 and 2-2-2007, but he opted not to respond. The aforesaid letters were in the form of notice calling him to join duties within 30 days otherwise he would be deemed to have voluntarily vacated his employment. On 7-4-07 a fax message dated 5-4-07 was received, major portion of which was not legible. Letters dated 5-3-06 and 13-8-06, as mentioned in the said fax message, were not received by the bank. The bank had sent notice dated 6-3-07 and 13-3-07. The claimant neither joined duties nor gave any satisfactory explanation for his unauthorized absence. Ultimately order dated 16-4-07 was passed detailing therein that the claimant had voluntarily vacated his employment and his name has been struck off rolls of the bank. In his claim statement, stories of illness of his aunt and of self were coined by the claimant. As he has not filed any medical bills with the claim, medical certificate submitted by him is fabricated. Claim statement, being untenable, is liable to be dismissed.

5. Claimant has examined himself in support of his claim. Shri Karamjit Singh has been examined by the bank to prove its defence. No other witness was examined by either of the parties.

6. Arguments were heard at the bar. Sri Ajay Kumar, authorized representative, advanced arguments on behalf of the claimant. He has also submitted written submissions. Shri Lajwinder Singh and Pranav Jha, authorized representatives, advanced arguments on behalf of the bank. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:

7. In affidavit Ex. WW1/A claimant presents that he applied for 48 days leave and N.O.C. from the bank and after approval of leave from 3-11-05 to 20-12-05, he went to U.S.A. to meet his uncle. Letter dated 2-11-05, vide which bank aproved his leave and frowarded N.O.C. to him, is Ex. WW1/3. He details that at U.S.A. his aunt had

fallen seriously ill, hence he requested the bank, vide letter dated 1-3-06 for extension of his leave. Copy of letter dated 1-3-2006 and its postal receipt are Ex. WW1/4 and Ex. WW1/5 respectively. He got his seat booked for 8-8-2006 but unfortunately he slipped in bathroom on 1st of August, 2006 and sustained serious injuries in his back-bone. He was advised by his medical consultant to take complete bed rest and not to travel until recovered. He wrote letter dated 18-8-2006, explaining all facts, copy of which letter is Ex. WW1/7. Since no response was received, he believed that his request for extension of leave has been accepted. He received letters dated 2-2-2007 and 6-3-2007, directing him to join his duties within 30 days, failing which he would be deemed to have voluntarily vacated his employment on expiry of the notice. Those notices are Ex. WW1/9 and Ex. WW1/10 respectively. He wrote letter dated 5-4-2007 and faxed it on 6-4-07, narrating entire facts. Letter dated 16-4-07 was received wherein it was observed that since he had failed to join his duties in spite of service of notice dated 2-1-07, 2-2-07 and 6-3-07, he is deemed to have voluntarily vacated his employment, copy of which order is Ex. WW1/13. He went on to narrate that order dated 16-4-07 was passed, without giving an opportunity to present his defence, hence violative of principles of natural justice and cannot be upheld.

8. Shri Karamjit Singh confirms factum of granting leave from 3-11-05 to 20-12-05 and no objection certificate to the claimant, in his affidavit Ex.MW1/A. He narrates that it was made clear to the claimant that his request for extension of leave of any kind would not be entertained. His leave expired on 20-12-05, but he did not report for duty on 21-12-05. Letter dated 25-1-2006 was sent. Letters dated 10-3-06 and 16-5-06 were sent to the claimant calling upon him to report for duty. He was advised vide letters dated 2-1-07 and 2-2-07 to report for his duty. A fax dated 5-4-07, was received, major portion of it was not legible. The bank did not receive letters dated 5-3-06 and 12-8-06, as mentioned in the fax massage notice dated 6-3-07 was sent calling the claimant to join duties within 30 days, failing which he would be deemed to have voluntarily vacated employment on expiry of notice period. He did not report for duty, hence order dated 16-4-07 was passed detailing therein that the claimant had voluntarily vacated his employment and his name was struck off rolls of the bank. The claimant had no intention to return to India and join duties. He overstayed leaves for his personal reasons as he was working in U.S.A., where he tried to settle. Now the claimant had returned and making efforts to claim employment, which he has already abandoned.

9. As emerging out of facts detailed by the claimant and reaffirmed by Shri Karamjit Singh, the claimant overstayed his leaves. Bank wrote letters to the claimant calling upon him to join his duties. Notices were sent to the claimant mentioning therein that he should join his duties within 30 days failing which it would be deemed to have voluntarily vacated his employment. The bank projects that claimant had abandoned his employment, when he opted not to join duties despite service of notices dated 2-1-07, 2-2-07 and 6-3-07. Therefore, it would be expedient to know what words "abandon" and "abandonment" mean. Ordinarily, word "abandon" does not mean merely "leaving" but "leaving completely and finally". Word "abandonment" would indicate that it has a connotation of finality, which would mean relinquishment or extinguishment of a right, giving up of something absolutely, giving up with an intent of never claiming a right or interest, to renounce or forsake utterly. In order to constitute on "abandonment" there must be a total or complete giving up of duties, so an to indicate an intention not to resume the same. Abandonment must be total and under circumstances which clearly indicate an absolute relinquishment. A failure to perform duties pertaining to an office must be with an actual or imputed intention on the part of the officer to abandon and relinquish the office.

10. Abandonment is a voluntary positive act. A man must expressly say that he gives up his right. If he remains quite, it cannot be said that he is forsaking his title to property or his interest therein. An office is abandoned by ceasing to perform its duties. A temporary absence is not, ordinarily sufficient to constitute an abandonment of an office. A mere absence of a workman from duty can not be treated as an abandonment of service. Abandonment or relinquishment of service is always a question of intention and normally, such an intention can not be attributed to an employee without adequate evidence is that behalf. However, the "intention" may be inferred from the acts and conduct of the party. The question as to whether the job, infact has been abandoned or not, is a question of fact which is to be determined in the light of the surrounding circumstances of each case.

11. In banking industry, provisions laying down conditions where inference of abandonment of service can be drawn was for the first time introduced by clause 2 of Bipartite Settlement dated 8-9-83. The said clause was replaced by clause 14 of 4th Bipartite Settlement dated 7-9-84, which was substituted by clause 17 of 5th Bipartite Settlement dated 10-4-89. Prior to Bipartite Settlement dated 8-9-83, cases of abandonment of service by employees were governed by doctrine of common law. Now such cases are governed in accordance with the agreed circumstances/conditions in the Bipartite Settlements entered into between the bank and the union of the employees. Clause 17 of 5th Bipartite Settlement, which governs the present controversy, is extracted thus:—

"17. Voluntary Cession of Employment by the Employees. The earlier provisions relating to the voluntary cessation of employment by the employee in the earlier settlements shall stand substituted by the following:

(a) When an employee absents himself from work for a period of 90 or more consecutive days, without submitting any application for leave or for its extension or without any leave to his credit or beyond the period of leave sanctioned originally/ subsequently or when there is a satisfactory evidence that he has taken up employment in India or when the management is reasonably satisfied that he has no intention of joining duties, the management may at any time thereafter give a notice to the employee at his last known address calling upon him to report for duty within 30 days of the date of the notice, stating interalia the grounds for coming to the conclusion that the employee has no intention of joining duties and furnishing necessary evidence, where available. Unless the employee reports for duty within 30 days of the notice or given an explanation for his absence within the said period of 30 days satisfying the management that he has not taken up another employment or avocation and that he has no intention of not joining duties, the employee will be deemed to have voluntarily retired from the bank's service on the expiry of the said notice. In the event of the employee submitting a satisfactory reply, he shall be permitted to report for duty thereafter within 30 days from the date of the expiry of the aforesaid notice without prejudice to the bank's right to take any action under the law or rules of service".

(b) Where an employee goes abroad and absents himself for a period of 150 or more consecutive days without submitting any application for leave or for its extension or without any leave to his credit or beyond period of leave sanctioned originally/ subsequently or when there is a satisfactory evidence that he has taken up employment outside India or when the management is reasonably satisfied that he has no intention of joining duties, the management may at any time thereafter give a notice to the employee at his last known address calling upon him to report for duty within 30 days of the date of notice, stating inter alia the grounds for coming to the conclusion that the employee has no intention of joining duties and furnishing necessary evidence, where available. Unless the employee reports for duty within 30 days of the notice or gives an explanation for his absence within the said period of 30 days satisfying the management that he has not taken up another employment or avocation and that he has no intention of not joining duties, the employee will be deemed to have voluntarily retired from the bank's service on the expiry of the said notice. In the event of the employee submitting a satisfactory reply, he shall be permitted to report for duty thereafter within 30 days from the date of the expiry of the aforesaid notice without prejudice to the bank's right to take any action under the law or rules of service.

(c) If an employee again absents himself within a period of 30 days without submitting any application after reporting for duty in response to the notice given after 90 days or 150 days absence, as the case may be, the second notice shall be given after 30 days of such absence giving him 30 days time to report. If he reports in response to the second notice, but absents himself a third time from duty within a period of 30 days without application, his name shall be struck off from the establishment after 30 days of such absence under intimation to him by registered post deeming that he has voluntarily vacated his appointment".

12. Clause 17 of Fifth Bipartite Settlement dated 10-4-89 was deleted by clause 33 of the 7th Bipartite Settlement dated 27-3-2000. Clause 33 of 8th Bipartite Settlement dated 2nd June, 2005 again reintroduced provisions relating to voluntary cessation of employment. For sake of convenience provisions of clause 33 of 8th Bipartite Settlement are reproduced thus:

"Voluntary Cessation of Employment.

(i) When an employee absents himself from work for a period of 90 or more consecutive days without prior sanction from the Competent Authority or beyond the period of leave sanctioned originally including any extension thereof or when there is satisfactory evidence that he has taken up employment in India or outside, the management at any time thereafter may give a notice to the employee at his last known address as recorded with the bank calling upon him to report for work within 30 days of the date of notice. Unless the employee reports, for work within 30 days of the notice or gives an explanation for his absence within the period of 30 days satisfying the management inter alia that he has not taken up another employment or avocation, the employee shall be given a further notice to report for work within 30 days of the notice failing which the employee will be deemed to have voluntarily vacated his employment on the expiry of the said notice and advised accordingly by registered post.

In the event of the employee submitting a satisfactory reply, he shall be permitted to report for work thereafter within 30 days from the date of expiry of the aforesaid notice without prejudice to the bank's right to take any action under the law or rules/ conditions of service.

If the employee fails to report for work within this 30 days period, then he shall be given a final notice to report for work within 30 days of this notice failing which the employee will be deemed to have voluntarily vacated his employment on the expiry of the said notice and advised accordingly by registered post.

(ii) If an employee again absents himself for the second time within a period of 30 days without submitting any application and obtaining sanction thereof, after reporting for duty in response to the first notice given after 90 days' of absence or within the 30 days' period granted to him for reporting to work on his submitting a satisfactory reply to the first notice, a further notice shall be given after 30 days of such absence giving him 30 days' time to report. If he fails to report for work or reports for work in response to the notice but absents himself a third time from work within a period of 30 days without prior sanction, his name shall be struck off from the rolls of the establishment after 30 days of such absence under intimation to him by registered post deeming that he has voluntarily vacated his appointment.

(iii) Any notice under this clause shall be in a language understood by the employee concerned. The notice shall be sent to him by registered post with acknowledgement due. Where the notice under this clause is sent to the employee by registered post acknowledgement due at the last recorded address communicated in writing by the employee and acknowledged by the bank, the same shall be deemed as good and proper service.

13. Provisions of clause 33 of 8th Bipartite Settlement project powers of administrative adjudication available to the bank. Administrative decision making is a biproduct of an intensive form of government and consequently socialisation of law. Vast expansion of state activity has taken place and government has to embark on ambitious, massive plans of public health, education, planning, social security, transport, agriculture, industrialisation and national assistance. It is impossible to carry out such programmes and determine legal questions involved therein. Therefore, if social control over this area of action is desirable, administrative decision making process has to develop, viz. instrumentalities of the State developing itself under justice system, which supplements the existing one. Power of administrative adjudication has been reorganized by the Apex Court in catena of decisions. Precedents in Barreli Electricity Supply Company [1971 (2) SCC 617), Rattan Singh [1977 (2) SCC 491], Tara Chand [1977(1) SCC 472], Nand Kishore Prasad [1978 (3) SCC, 366] and S.N.Mukherjee, [1990 (4) S.C. 594] are a few which can be quoted in that regard.

14. Whether the Bank, which is an instrumentality of the State, is required to initiate enquiry against the claimant, before exercising the powers of Administrative adjudication, available to it under clause 33 of the 8th Bipartite Settlement. In Suresh Chand (2007 LLR 344) contention of the workman that no domestic enquiry was conducted and termination of his services was illegal, was brushed aside and it was ruled that when a workman absents from duty without any intimation or prior permission, termination of his services without holding an enquiry will be justified. In Vijay Pal (2007 L.L.R.7) and G.T. Lal (1979 Lab.I.C. 2910) same proposition of law was laid. However in G.T. Lal (supra) it was ruled by the Apex Court that absence of an employee because of strike for enforcement of their demands does not amount to abandonment of their services. In Syndicate Bank (AIR 2000 S.C. 2198) the Apex Court was confronted with such a proposition, as exists in the present controversy. Workman was absent from his work place for a period of 90 or more consecutive days. A notice was served upon him to report for duty within 30 days of notice alongwith the grounds on which bank came to the conclusion that the workman had no intention to join his duties. The workman did not respond to that notice at all. Bank passed orders to the effect that the workman had voluntarily retired from the service of the bank. Apex Court laid that as far as principles of natural justice are concerned the court was to consider (1) whether show cause notice detailing the contents of the complaint or accusation was served (2) whether an opportunity was there for the workman to state his case, and (3) whether the management acted in good faith and has been fair, reasonable and just. It was ruled therein that on the facts and circumstances of the case the principles of natural justice were inbuilt in the clause relating to voluntary cessation of employment and when workman had not opted to join his duties on service of notice, principles of natural justice were complied with.

15. Whether the Bank had complied with the provisions of section 33 of 8th Bipartite Settlement in the present controversy ? As projected by the claimant and reaffirmed by Karamjit Singh leaves were sanctioned in favour of the former from 3-11-2005 to 20-12-2005. It was made clear in Ex. WW1/3 that no further request with regard to extension of leave of any kind will be entertained by the bank. Therefore. the claimant was under an obligation to

report for duty on 21st of December, 2005. The claiment did not join his duties till order dated 16-4-2007 was passed by the bank. Consequently it has emerged over the record that the claimant absented himself from duties for a period of 90 or more consecutive days, beyond the period of leave sanctioned.

16. Shri Karamjit Singh unfolds that the claimant was advised to report for duty vide letters dated 2-1-2007 and 2-2-2007. It is not a matter of dispute that letter dated 25-1-2006, sent by the bank, was received by the claimant wherein he was informed that he has over stayed his leave and should join his duties at the earliest. Response to that letter was made by the claimant on 1-3-2006, wherein he projected a story that his aunt was serious and he cannot join his duties. Consequently there is an admission on the part of the claimant that at the earliest possible opportunity the bank informed him about his overstay of leave and called him to join duties.

17. Service of notice dated 2-2-2007 which is Ex.WW1/9 is an admitted fact. When perused Ex.WW1/9 enlists various notices, served on the claimant, vide letters dated 25-1-2006, 10-3-2006 and 16-5-06. He was called upon to report for his duties within 30 days from the receipt of the said notice. Notice dated 6-3-2007 was also admittedly served on the claimant which has been proved by him as Ex.WW1/10. In that notice the bank details that letter dated 25-1-06, 10-3-06, 16-5-06 were sent to him but he cared not to narrate valid reasons of his absence. Notice went on to portrait that letters dated 2-1-2007 and 2-2-2007 were sent, advising him to report for duty within 30 days of the notice failing which action would be taken under the rules. He was advised to report for duty within 30 days of the date of said notice failing which he would be deemed to have voluntarily vacated his employment. In response to that notice the claimant wrote letter dated 5-4-07 and faxed it to the bank on 6-4-07. Receipt of the fax massage is not in dispute. However the bank projects that it was not completely legible. The bank disputes that letter dated 5-3-06 and 12-8-06, as mentioned in the fax massage, were received. Perusal of Ex.WW1/11 makes it clear that in that reply the claimant nowhere asserts that notice dated 2-1-2007 was not received by him. In that letter he simply responds that he was called upon to join his duties within a period of 30 days from that notice. He details that since his old ticket has expired he will get a new ticket and then report for his duties. Therefore, Ex.WW1/11 gives an inference that claimant could not dispel the fact that notice dated 2-1-07 was served upon him, Service of notice dated 2-2-2007 and 6-3-07 is not a matter of dispute.

18. An issue was raised by the claimant that notice dated 2nd of January, 2007 bears No. Staff/DACoffn/4676/07, while letter dated 2-2-07 bears number as Staff/DACoffn/4664/06-07. According to him, dispatch numbers of these two letters indicate that letter dated 2nd of January, 2007 was not at all dispatched in response to that proposition the bank had placed peon books before the Tribunal. It came to light that two separate peon books were maintained and these two letters were entered in different peon books, benefits of which fact the claimant is trying to avail. Peon books make it clear that these two letters were dispatched and there is no discrepancy in dispatch numbers as well as the dates on which these letters were dispatched. At this belated stage the claimant wants to raise an issue regarding service of notice dated 2nd of January, 2007, while he had not tried to comment about it when he wrote letter dated 5-4-07 and faxed it to the bank. Consequently it stood established that notice dated 2nd of January,2007 was served on the claimant and thereafter two notices dated 2nd of Februry,2007 and 6-3-2007 were served upon him.

19. Clause 33 of 8th Bipartite settlement provides for service of a notice calling upon an employee to join his duties within period of 30 days, when he overstayed period of leave sanctioned for 90 or more consecutive days. Said notice was served on the claimant on 2nd of January, 2007. He absented to join his duties nor offered an explanation to the said notice. Second notice was served upon him on 2nd of February, 2007 requiring him to join his duties within a period of 30 days. Another notice was served on the claimant on 6-3-07 calling upon him to join his duties within a period of 30 days failing which he shall be deemed to have voluntarily vacated his employment on the expiry of the notice period. Explanation offered by him through fax massage dated 5-4-07 is not satisfactory at all. He failed to join his duties on expiry of 30 days notice so served upon him, with a caution that he will be deemed to have voluntarily vacated his employment. Therefore, it is evident that even on service of a final notice the claimant had not opted to join his duties. The bank had complied provisions of clause 33 of 8th Bipartite Settlement in its letter and spirit.

20. In Ex.WW1/11, claimant presents that his old ticket had expired and he will get a confirmed ticket for his return to India. Final notice was sent to him on 6-3-2007. For confirmation of a ticket one weeks time may prove to be sufficient and reasonable. He neither got his ticket confirmed nor made any efforts to report for duty till order dated 16-4-07 was passed. He overstayed for 16 months, without any valid reason. Explanations, relating to ill health of his aunt and receipt of back-bone injury by the claimant, were coined by him. Reasons for such conclusion are traced out of medical certificate dated 8th of February, 2006, placed over the record by the claimant. The said certificate neither bear signature of the claimant nor supported by medical prescription or fee of the doctor. Registration number of the doctor or his rubber stamp are conspicuously missing from the certificate. No veracity

can be attached to it. All these aspects are sufficient to conclude that the claimant could offer no explanation for his long overstay than the leave sanctioned by the bank in his favour. Administrative adjudication by the bank, in pursuance of powers available under clause 33 of 8th Bipartite settlement, is in consonance with law. Claimant overstayed the period of his leave, without any explanation. He opted not to join his duties, when called for by the bank through various letters and notices sent to him. His period of overstay is not of days but of long 16 months. Therefore, it is evident that the claimant exhibited his intention of not serving the bank. He went abroad and overstayed his leaves, for which he projects vague excuses. It is evident that he voluntarily vacated his employment. No arbitrariness in the action of the bank is traceable out of facts and surrounding circumstances. Therefore, action of the bank in declaring that the claimant had voluntarily vacated his employment is found to be just and fair. No illegality can be attributed to the order. Precedent in Vivekanand Sethi (IV 2005 S.L.T. 238) is not applicable to the present controversy, since facts are distinct and different.

21. When action of the bank could withstand standards of judicial review, no relief can be granted to the claimant. His claim statement is, accordingly, discarded. An award is passed in favour of the bank and against the claimant. It be sent to the appropriate government for publication.

Dated : 25-10-2010

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 14 जनवरी, 2011

का.आ. 456.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-2, धनबाद के पंचाट (संदर्भ संख्या 192/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05-01-2011 को प्राप्त हुआ था।

[सं. एल-12012/305/1998-आई आर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 14th January, 2011

S.O. 456. —In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 192/99) of the Central Government Industrial Tribunal/Labour Court-2, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of India and their workmen, which was received by the Central Government on 05-01-2011.

[No. L-12012/305/1998-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

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

Present : Shri Kishori Ram, Presiding Officer

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

Reference No. 192 of 1999

Parties : Employers in relation to the management of Bank of India and their workman.

APPEARANCES :

On behalf of the workman	:	Mr. K. Chakravorty, Advocate and the concerned workman Kishan Yadav.
On behalf of the employers	:	Mr. D. K. Verma, Advocate.

State : Jharkhand Industry : Banking

Dated, Dhanbad, the 15th December, 2010

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-12012/305/98-IR (B-II), dated, the 12th May, 1999.

SCHEDULE

"Whether the action of the management of Bank of India, Hazaribagh Region in stoppage of duty of Sh. Kishun Yadav, Badlee Seopy and not regularising his service as Badlee Sepoy is legal and justified ? If not, what relief the concerned workman is entitled ?"

2. The case of the workman Shri Kishun Yadav is that he had been working as a permanent Badlee Seopy/ Sub-Staff against permanent vacancy in different branches continuously till 31-8-96 since 10-4-95 under the direct control and supervision of the Bank of India Hazaribagh such as Markachho, Inderwa, Jhumri Telaiya and Masmohana etc. yet the management was not paying the regular wages and other benefits of the said post on the ground that he is a daily rated worker. The petitioner had put in more than 240 days attendance in each calendar year by rendering service for the interest of the management, but the management had been paying him lesser wages

than prescribed for the Badlee Sepoy/Sub-staff. His name was also sponsored by the Employment Exchange and interview for his permanent absorption was conducted by the management but without any effect. But his repeated representations for paying him proper wages and other benefits, the management annoyedly stopped him from rendering service without any rhyme or reason and mandatory provision of law under Section 25F of the I.D. Act and also contrary to the principle of natural justice and settled law of the land. For the illegal and arbitrary termination order of the management against him, he raised an Industrial dispute before the ALC (C) Hazaribagh, but the same failed owing to the harsh attitude of the management. Hence the case was referred by the Labour Ministry to this Tribunal for adjudication, becasue the action of the management for stopping his duty was illegal, arbitrary and unjustified vindictive, discriminatory as well as contrary to the principle of natural justice.

3. Whereas specificaly denying the allegation as stated in the Written Statement of the workman, the case of the management is that the case not failling under Section 2A of the I.D. Act, as an Industrial dispute for regularisation of services as Badlee Sepoy is not tenable, because of the fact a casual worker does not have any right to demand for regular employment on all days, as his engagement is casual in nature for requirement of jobs. The management may stop duties to such casual worker in case of non-availabillity of any work for him. Further pleading of the management is that two issues, one related to the stoppage of duty in absence of its specific date and nature being wages lies beyond the purview of the aforesaid Act for adjudication. Each branches of the Hazaribagh region functions independently under the charge of Manager of the Bank subject to the control of the Regional Manager under the control of the General Manager concerned. The reference without specific name of the branch being defective is unsustainable. The casual workers are engaged by different Managers of different branches according to the timely requirement. A casual worker may work in one branch for some period, and may also get engagement in another branch for different periods. So the engagement of casual labour is not done on regualr basis nor any continuity of his service exists. Moreover, the Bank of India adopts the Governmental procedure for selection and recruitment of workman as Badlee Sepoy at the initial stage by calling the names from the Employment Exchange concerned and the selection of such persons is processed by the selection committee, and accordingly a panel of Badlee Sepoy is prepared in respect of the different region and Badlee Sepoys are deputed according to the requirement at different branches to work against temporary and casual vacancies of permanent workers deployed in different branches owing to their leave or sick or any extra work. After sponsoring the name of the concerned workman by the Employment Exchange, his case was also considered along with several others by the selection committee, but the concerned workman being not selected as Badlee Sepoy was not kept in the panel of Badlee Sepoy for engagement as Class IV employee. Badlee Sepoys after working for several years are made permanent on the basis of their meritorious performance of their duties. But the workman concerned did not set out any ground against the selection committee for his non-selection and non-inclusion of his name in the panel nor he alleged any illegality or irregularity in finalising of the panel of Badlee Sepoy by the Selection Committee.

4. Further it is alleged that the workman had worked at different branches of the Bank in Hazaribagh Region as a casual worker according to the requirement to the different Managers of the different branches. In absence of specific particulars of his engagement during different branches, his temporary engagement is vague. Moreover, his enrolment was no longer required and he was stopped automatically from his duty. On his approach to another Manager of different branch, he might have got some casual employment temporarily. As such his service was never continuous rather intermittent. In this way his claim for regularisation as Badlee Sepoy is meritiless.

FINDING WITH REASONS

5. In the instant case, I find lawful situation of gross inconsistencies between the pleadings and evidence as adduced on behalf of the workman Shri Kishun Yadav as Badlee Sepoy. It is settled law as held by the Hon'ble Apex Court in the case of Manager, RBI versus S. Mani and others reported in 2005 (105) FLR-1067 (CB) that pleadings are not 'substitute' for proof. In this case, WW-1 Kishun Yadav (the workman) on his behalf and MW-1 Kundan Lal Bisharia, the then Branch Manager at Inderwa onbehalf of the management have been examined respectively. The perusal of the evidence as adduced on behalf of both the parties as contrasted with their respective pleadings manifests the following facts as indisputable;

(1) Workman Kishun Yadav served as a Badlee Sepoy casualy firstly at the branch of Markachho, then at the Inderwa, Jhumritelaiya and Masmohana branches of Bank of India, all under Hazaribagh Region.

(2) The status of the workman was out and out temporary to serve as Badlee Sepoy/Sub-staff against the occasional vacancy occurred due to going of the staff concerned on leave etc. at all the aforesaid Branches of Bank of India Hazaribagh Region as per requirement of his service temporarily.

6. According to WW-1 Kishun Yadav, the workman in consonance of his pleadings he has stated that each year from 1989 to 1996, he used to put his attendance for more than 240 days by performing the duties as Sub-staff for 8 hours per day during the said period. But unfortunately his documentary proofs i.e. the original certificate (Ext. W-1 series as well as his photo copies of letters as Exts. W-2 series) prove his intermittent service as Badlee Sepoy/ Messengar at the aforsaid branches during the period of 4th April, 1985 to 31-1-95. But none of the aforesaid documentary proof establishes his continuous service for the 240 days in any preceding calendar year. So far as the suddeen stoppage of his duty is concerned, his plea in his evidence that after his 52 days-work at Markachho Branch at the Bank of India, Hazaribagh, following his appointment in the year 1985, he was stopped from working there is not tenable in the eye of law. According to him, he neither got any notice nor any compensation prior to his stoppage from work; and that upon raising it as an industrial dispute before the ALC (C) Hazaribagh, for conciliation which ultimately resulted in the reference for adjudication, the management again deployed him in the work in the year 1998. But there is no proof of it. It is pertinent to mention that neither the pleading nor evidence of the workman specifies the period of his stoppage of work by the management, though he has alleged against the management to have stopped him from work, when he claimed for regularisation.

7. The reference involves the second point as to the regularisation of the workman as a Badlee Sepoy. According to the averment of the workman Kishun Yadav, he was appointed as Badlee Sepoy on recommendation of the Employment Exchange followed by his interview. It is an acknowledged fact that on requisition of the Branch Manager of different Branches of the management of Hazaribagh Region, the Badlee Sepoy is posted in the said Region and the Branch Manager stops the services of Badlee Sepoy after meeting his requirement in his branch concerned and the name of the workman was also including in the panel for Badlee Sepoy. MW-1 Kundan Lal Bisharia, the then Branch Manager of Inderwa Branch, Bank of India, has asserted very positively that during his tenure 1985 to 1998, the concerned workman was engaged to perform duty as casual worker/sub-staff for a period of 8 or 10 days. The workman has himself admitted in his cross-examination that till to-day he has been working as Badlee Sepoy under the said management, though he expressed his ignorance of the fact whether the management taken interview of the Badlee Sepoy for their regularisation as Sub-staff time to time.

8. From the preceding discussed facts, it stands crystal clear that the claim of the workman for regularisation his service as Badlee Sepoy in lack of proof of his continuity in service for the minimum period of 240 days does not legally stand as claimed. In the instant case, I find there was no specific stoppage of work, if there was, it was casual concerning the workman in view of the nature of his work as Badlee Sepoy intermittently.

9. On the consideration of the entire facts and circumstances of the case as brought to the notice of this Tribunal, I find and hold that the action of the management of Bank of India, Hazaribagh Region in stoppage of duty of the workman Shri Kishun Yadav, Badlee Sepoy was casual in view of the nature of his service; and accordingly it is held unregularising his service as Badlee Sepoy is neither illegal not unjustified in the eye of law.

KISHORI RAM, Presiding Offieer

नई दिल्ली, 14 जनवरी, 2011

का.आ. 457.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाराष्ट्र बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, मुम्बई के पंचाट (संदर्भ संख्या 1/28/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-1-2011 को प्राप्त हुआ था।

[सं. एल-12011/149/2006-आई आर (बी-II)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 14th January, 2011

S.O. 457.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-1/28 of 2007) of the Central Government Industrial Tribunal/ Labour Court-I, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Maharashtra and their workmen, which was received by the Central Government on 5-1-2011.

[No. L-12011/149/2006-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 1 MUMBAI

JUSTICE G. S. SARRAF, Presiding Officer

Reference No. CGIT-1/28 of 2007

PARTIES: Employers in relation to the management of Bank of Maharashtra

AND

Their Workmen

APPEARANCES :

For the Management : Shri M.B. Anchan, Adv.

For the union : Absent

State : Maharashtra

Mumbai, dated the 16th day of November, 2010.

AWARD

This is a reference made by the Central Government in exercise of its powers under clasue (d) of sub section 1 of Section 10 of the Industrial Disputes Act 1947 (The Act for short) vide Government of India, Ministry of Labour, New Delhi Order No. L-12011/149/2006-(IR)(B-II) dt. 05-6-2007. The terms of reference given in the schedule are as follows :

"Whether the action of the management of Bank of Maharashtra, Pune in awarding punishment to Shri R. D. Thorat, Substaff of Somwar Peth branch is legal and justified? If not, to what relief the concerned workman is entitled to?

2. Mr. M. B. Anchan, learned Advocate for the Management is present. Nobody is present on behalf of the Union inspite of service of Notice. No statement of claim has been filed on behalf of the Union.

3. In view of the above the matter stands disposed of for want of prosecution.

4. An Award is made accordingly.

JUSTICE G. S. SARRAF, Presiding Officer

नई दिल्ली, 17 जनवरी, 2011

का.आ. 458.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण धनबाद के पंचाट (संदर्भ संख्या 83/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-01-2011 को प्राप्त हुआ था।

[सं. एल-12012/19/2005-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 17th January, 2011

S.O. 458.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 83/2005) of the Central Government Industrial Tribunal, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workmen, received by the Central Government on 13-01-2011.

[No. L-12012/19/2005-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 DHANBAD

In the matter of a reference U/s. 10(1) (d) (2A) of I. D. Act,

Reference No. 83 of 2005

Parties : Employers in relation to the management of State Bank of India.

AND

Their Workman

Present : Shri H.M. Prasad, Presiding Officer.

APPEARANCES :

For the Employers : Shri R. N. Ganguly, Advocate.

For the Workmen : Shri S.C. Gour, Advocate.

State : Bihar Industry : Bank

Dated, the 28-2-2010

AWARD

By Order No. L-12012/19/2005-IR(B-I) dated 5-10-2005 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 action of management of State Bank of India, Patna in terminating the services of Sh. Ram Pravesh Patel, S/o Jai Narayan Singh, Vill-Modha Chatur, P.O. Madah Dih, Dist, Vaishali (Bihar) instead of regularising without complying Section 25F of I.D. Act is legal and justified? If not, to what relief above workman is entitiled to?"

2. The case of the concerned workman is that he was engaged by the management of Sumerganj Branch S.B.I. as a casual worker in the year 1991 for jobs of Peon, Canteen boy etc. on a monthly consolidated salary of Rs. 500. One Harendra Singh, permanent messenger of the S.B.I. was placed under suspension in July, 1998 and the Manager of the S.B.I. Branch engaged the concerned workman as Messenger which I continued till August, 2000. The management from time to time assured the concerned workman to regularise his services as a Messanger in the said Branch of S.B.I. He worked in the S.B.I. from 1991 to 2003 continuously and completed more than 240 days attendance in a year. The management stopped the concerned workman from service in April, 2003 without any notice etc. and without complying Sec. 25-F of the I.D. Act, 1947.

It has been prayed that the Hon'ble Tribunal be pleased to pass award holding that the termination of service of the concerned workman is not justified and he is entitled to be regularised on reinstatement.

3. The case of the management is that the concerned person was never appointed by the employers at any point of time in any post whatsoever. It has been stated that in case of vacancy in any post under the employers, the same is filled up after adopting and observing the procedure and rules for recruitment of State Bank of India and nobody is empowered to appoint any person directly without following the aforesaid rules and procedures without proper sanction from the competent authority. It has also been stated that one of the measures of welfare activity, employer subsidies the cost of running Canteen at most of its branches of S.B.I. through the employers are not statutorily required to keep a Canteen in most of their branches including the Sumerganj Branch. According to the scheme of welfare activities these canteens are run by the Local implementation Committee consisting of members of the staff at the branches concerned and not by the employers directly or departmentally. The aforesaid Local Implementation Committee is fully responsible for the said Canteen, look after all affairs of such canteen including appointment of Canteen Boys, and payment of wages to them, supervise the work and deployment of a Canteen Boy and such Canteen Boys are the employees of Local Implementation Committee and not of a State Bank of India by any stretch of imagination. The person concerned was employed/engaged by the Local Implementation Committee at the Surmerganj Branch of State Bank of India and he was not an employee of the Bank, besides, there is no sanctioned post of a Canteen Boy in the said branch. It has also been submitted that Section 25-F of Industrial Disputes Act, 1947 is not attracted in the instant case. Under the circumstances, the constitutional Bench Judgement of Supreme Court in Uma Devi's case, the concerned person is not entitled to get any relief.

It has been prayed that the Hon'ble tribunal be pleased to pass an award in favour of the management holding that the concerned person is not entitled to any relief.

4. Both the parties have filed their respective rejoinders denying and admitting the contents of some of the paragraph of each other's written statement.

5. The management has produced MW-1, Ramesh Chandra. The concerned workman has produced himself as WW-1.

6. Main argument/argument advanced on behalf of the concerned workman is that he was working with the management for more than 240 days from July, 1998 till August, 2000. He has worked more than 240 days, so he is entitled for regularisation. But the management did not regularised and not treated him as an employee of the management and removed him without complying of Sec. 25-F of the I.D. Act. It has also argued that one Harendra Singh, Permanent Messenger of the S.B.I. was placed under suspension in July, 1998 and the Manager engaged the service of the concerned workman as Messenger from July, 1998 till August 2000. He was stopped from service from April, 2003. The concerned workman worked from 1991 to 2003 continuously and as per policy of the Bank he is entitled for regularisation.

In this respect the management's counsel argued that there is no relationship of employer-employee between the employers and the concerned person. The persent dispute is not an industrial dispute under Sec. 2(k) of the I.D.Act because he is not a workman within the meaning of Sec. 2(s) of the I.D. Act. No industrial dispute can be raised by the concerned workman under Sec. 2-A of I.D. Act. There is no vacancy for the post to be filled by absorbing the concerned person because he is a workman of the canteen which is run by Local Implementation Committee which is fully responsible for the said canteen, look after all affairs of such canteen including appointment of Canteen Boys and payment of wages to them, supervise the work, so he is the employee of the Local Implementation Committee and not the employee of the Bank.

In this respect the representative of the concerned workman argued that he was paid wages by the Bank a monthly consolidated amount of Rs. 500 per month. But no document has been filed by him.

7. The concerned workman (WW-1) has stated in cross-examination at page-3 that I was not appointed by the State Bank of India. I was appointed on daily rated basis. I never appeared before the Selection Committee. I have not filed the application which I submitted before the Branch Manager of the Bank for my engagement on daily wages basis. Local Implementation Committee used to rum the canteen in the Branch Bank. I do not know if the Local Implementation Committee used to engaged persons required for the canteen. I cannot say if the Local Implementation Committee of the Branch Bank engaged me. I cannot say Local Implementation Committee worked from which date to which date. I have worked from 1991 to 1993. It shows that he is an employee of Local Implementation Committee. He has not been stopped or appointed by the State Bank of India.

In this respect the concerned workman referred AIR 2001 Supreme Court 5 26 in which Hon'ble Supreme Court laid Administrative Tribunals Act (13 of 1985)S. 14-Government employees-Defence Services-Employees in

Unit-Run Canteens-Are Govt. employees-CAT retains Jurisdiction to entertain their applications treating them as Govt. employees, by itself ipso facto entitled them to get all service benefits as is available to regular Govt. servants or even their counter part.

8. The management has referred (2000) 5 Supreme Court Cases 531 in which Hon'ble Supreme Court laid down-Labour Law-Canteens-Canteens run by Local Implementation Committee at branches of State Bank of India (the Bank) as per the welfare scheme of the Bank-Employees of such canteens, held, are not employees of the Bank as there is no statutory or contractual obligation or obligations under Sastry Award on the Bank to run such canteens. They cannot contend that they were being discriminated - To promote canteen facilities by providing subsidy or other facilities is altogether different from running the canteen.

9. Considering the above facts and law laid down by the Hon'ble Supreme Court reported in (2000) 5 Supreme Court Cases 531, the concerned workman is not an employee of the Bank as there is no statutory of contractual obligation or obligation under Sastry Award on the Bank to run the canteen.

10. In the result, I hold that the action of the management of State Bank of India, Patna in terminating the services of Sh. Ram Pravesh Patel, instead of regularising without complying Section 25-F of I.D. Act is legal and justified and accordingly the concerned workman is not entitled to any relief.

H. M. SINGH, Presiding Officer

नई दिल्ली, 18 जनवरी, 2011

का.आ. 459.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 41/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-1-2011 को प्राप्त हुआ था।

[सं. एल.-41012/184/2003-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 18th January, 2011

S.O. 459.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 41/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Northern Railway and their workmen, received by the Central Government on 17-1-2011.

[No. L-41012/184/2003-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SRI RAM PARKASH, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 41 of 2003

In the matter of dispute between-

Sri Vinod Kumar Bajpai,
Son of Sri M. P. Bajpai,
20 LIC Colony,
Barra 2 Kanpur Nagar,
Kanpur.

And

The Divisional Railway Manager,
Northern Railway,
Allahabad.

AWARD

1. Central Government, MoL, New Delhi vide notification No. L-41012/184/2003(IR(B-1) dated 28-11-03, has referred the following dispute for adjudication to this tribunal—

2. Whether the action of Assistant Operating Manager (M) Northern Railway Allahabad in denying the promotion to Sri V. K. Bajpai at the post of switchman and terminating his service vide order dated 18-7-2000, is justified? If not to what relief the workman is entitled to.

3. Brief facts are -

4. That it is an admitted fact that the claimant was employed by the opposite party and he was posted at Kanpur on 8-6-84 at the post of Porter. It is also admitted fact that he was promoted for the post of Switchman in the year 1986 in a higher grade 1200—2040 and posted at Bhaupur Railway Station under Allahabad, Zone. It is stated that during his duty hours Hawarah down express was derailed due to loose nut bolt whereas there was no fault of this claimant, but opposite party department punished him and reverted him again to the post of Porter for three years. During reversion he was posted under CYM GMC Juhi Kanpur. This order was effective from 25-2-88 to 25-2-91, thereafter he should have been promoted to the post of Switchman. During this period after taking permission from the department he appeared in the written exam of Ticket Collector which he has passed. He also completed training and after. completion of training all other colleagues of his were posted at the post of Ticket

Collector but he was denied this opportunity. The opposite party informed him that the scale of the Ticket Collector is Rs. 950—1500 whereas the scale of Switchman is Rs. 1200—2040 but he stated that he was neither given the post of Ticket Collector nor he was promoted to the post of Switchman. It is further alleged that he was again sent for refresher course of Porter by opposite party department. He was relieved on 6-8-99 and deposited the concerned certificate and performed the duty on 7-8-99 to 9-9-99. Thereafter due to the illness of his wife he went on 12 days leave on 10-8-99 after giving application for leave to the dealing clerk Jaisingh and went to his home. He continued sending leave application to the opposite party on account of illness of his wife. After improvement in her health he came to the office on 11-1-2000, along with PMC and submitted an application for taking him on duty but instead of, opposite party issued SF 5, which was replied by him and he denied the allegations. Being an employee opposite party was having the address of his house but opposite party did not sent any information or warning letter at his address, nor published any news, whereas after ignoring his three days presence and marking him absent served on him charge sheet. Opp. party appointed inquiry officer, no preliminary inquiry was conducted, and inquiry was completed within three days from 2-2-2000 to 4-2-2000. His statement was record and for the first time, he demanded the concerned documents but he was not provided with the documents, he was not permitted to seek the help of his defence helper. During the inquiry proceeding only one clerk Jai Singh appeared on behalf of the prosecution side, he did not reply the questions which were asked by the workman. He was asked to sit outside the room and later on forced to sign the proceedings. He also alleges that after reversion for specific period of three years, he should have been posted as switchman in higher grade 1200—2040. Therefore, the disciplinary authority/appointing authority of switchman which is grade III post is different from the disciplinary authority of the post of Porter. Therefore, removal order passed by the disciplinary authority of the post of porter is illegal. Therefore, he has prayed that the order of removal dated 18-2-2000 be declared as illegal and he should be promoted to the post of switchman with effect from 25-2-91 in the grade of Rs.1200—2040.

5. Opposite party has filed written statement. They have admitted that the claimant was reverted to the post of porter for a period of three years on 25-2-88. It is also admitted that he has applied for the post of ticket collector but while considering his actual promotion as ticket collector it came to the knowledge that he was already higher on post of switch man grade 1200—2040 and as a result of punishment working as porter grade 750—940. It is stated that after expiry of punishment period of three years, the claimant submitted refusal for the post of switchman grade 1200—2040 and the same was accepted. On expiry of further one year refusal period, his posting order for the post of switchman grade 1200—2040 were issued vide notice dated 3-4-92. It is stated that the claimant had come to deposit the refresher course certificate of Subedarganj in the office of CYM/GMC on 6-8-99 and he was informed on the said date to go to Allahabad for store work, but he refused to go to Allahabad for the said purpose and remained unauthorized absence from 7-8-99 without sanction of any kind of leave by a competent authority, further more during the said absenting period the claimant failed to inform about any kind of leave in the office and he remained absent till 10-1-2000. He came on 11-1-2000 along with duty application accompanied with PMC with regard to the illness of his wife. On account of his unauthorized absence the claimant was served with SF-5 by the office dated 1-12-99 and the said was acknowledged to the DRM, but the claimant failed to reply SF-5. It is stated that the information of unauthorized leave was made available to the Divisional Competent Authority by the office on 18-11-99. The said SF-5 was also sent to the duty place of the claimant so that same may be delivered to the claimant, but then the claimant himself appeared on 11-1-2000 for his duty. It is stated that the SF-5 could not be sent to the claimant at his home due to administrative reasons. SF-5 was served on 1-12-99, enquiry officer was appointed on 31-12-99, claimant appeared before the enquiry officer and submitted an application to the effect that he has no need of any assistance for his defense and he will do the same for himself. Claimant never demanded any document. Claimant cross examined the p.w. himself. It is denied that he was allowed to sit outside and he always remained during the inquiry proceedings, the enquiry proceedings were continued from 2-2-2000 to 4-2-2000. Thereafter inquiry was concluded as there was no need for further inquiry. It is stated that while working as porter under GYM/GMC the claimant remained unauthorized absence and as a result of DAR, the workman was removed from service vide punishment notice dated 18-7-2000 and the appeal preferred by the workman has also been regretted on10-9-2000 which have been acknowledge by the workman. It is stated that it is wrong to say that the inquiry was conducted ex-parte claimant was given full opportunity of his defense to produce evidence, there was no bias against the inquiry officer, therefore, the claim of the claimant is not legally maintainable and is liable to be dismissed.

6. There was an application of the workman for summoning certain documents. He has summoned the

attendance register of August 1999 and ORS pass book. Opposite party has filed photocopy of attendance register along with letter dated 23-7-05 stating that no such ORS was issued.

7. Claimant has also filed carbon copy of inquiry report. Opposite party has filed in original as well as photocopy of inquiry proceedings.

8. Claimant has adduced himself in oral evidence as W.W.1 Sri Vinod Kumar Bajpai.

9. No oral evidence has been adduced by the opposite party.

10. Heard the arguments and perused the record carefully.

11. This reference is in two parts. First part is whether the action of the management in not promoting the workman for the post of switchman by the management is justified. Second is whether the termination of service vide order dated 18-7-2000 by the management is justified.

12. Considering the facts I have to deal with the first part firstly. This is an admitted fact that the workman Sri Vinod Kumar Bajpai was reverted from the post of switchman awarding him a punishment of three years and he was to be promoted again on 25-2-91. Opposite party has clearly stated in their pleadings that after the expiry of three years the workman has submitted his refusal for the post of switchman and after expiry of further one year refusal period of his posting orders for the post of switchman grade 1200-2040 (RPS) were issued vide notice dated 3-4-92. Here lies the cause of action. When once the notice for the promotion was issued then it was the duty of the management to see that the notice has been served upon the workman claimant and he should have been promoted. It is a fact that promotion is substantive right of the workman and it is the duty of the management to promote the workers at the proper time so that the harmony may be maintained in the industrial relations and workers should not be frustrated. From the facts it appears that the management has not followed the provisions in not promoting the workman at the proper time vide notice dated 3-4-92. Claimant has specifically stated on oath in his statement as W.W.1 that even after expiry of the period he was not promoted. He also stated that he has sent the refusal considering the fact that he has qualified for the post of Ticket Collector Post and he will be promoted for that post. But this was also not done by the management. Management has not adduced any evidence in support of his pleadings. Even if on the face of, pleadings are considered even then the management has not shown why the claimant was not promoted vide their notice dated 3-4-92, when no other punishment was awarded to him. Therefore, the management has failed in their action in not promoting the workman at the proper time in the year 1992.

13. This part of the reference is decided in favour of the claimant.

14. Now this is the contention of the claimant that if he had been promoted and would have been at the post of switchman then his termination could not have been passed by Assistant Operating Manager. I am also of the view that if the first part of the reference is in favour of the claimant then subsequent reference cannot be decided against the claimant because if foundation is not proper then subsequent structure cannot stand. It is not possible to say like this that the workman should have been promoted in the year 1992 and consequently to say that the inquiry proceedings are bona-fide. Both the things will amount to contradiction. Once a right has accrued to the workman and that too long before then he should have been deemed to be promoted in the year 1992.

15. Therefore, considering all these things it has to be answered that the inquiry proceedings were not held fairly and properly and termination order too was not passed by a competent person. Management has not adduced any oral evidence in support of their pleadings though they have filed the inquiry proceedings. It was for the management to prove why the management did not promote the workman in the year 1992 at the post of switchman. I feel they have failed to prove this fact. Accordingly it is held that the workman stands to be deemed to be promoted at the post of Switchman in the year 1992, therefore, charge sheet if any at subsequent. date given to the workman at the post of porter in the year 1999 cannot be allowed to stand in the eye of law.

16. Therefore, from this point of view the entire action of the opposite party right from the stage of issuing charge sheet SF-5 till the stage of passing final order including appellate order is set aside.

17. Therefore, second part of the reference order is also decided in favour of the workman. Accordingly it is held that the whole action of the management as referred to in the schedule of reference order, is held to be illegal and abinitio void and the workman is held to be entitled to be reinstated in the service of the railway management. He is also held to be entitled to entire back wages, seniority and all consequential benefits attached with the post on the premises as if he had never been removed from the service of the management.

RAM PARKASH, Presiding Officer

नई दिल्ली, 18 जनवरी, 2011

का.आ. 460.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सरस्वत् को-ओपरेटीव बैंक लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण न. 1., पुणे के पंचाट (संदर्भ संख्या 168/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-5-2010 को प्राप्त हुआ था।

[सं. एल-12011/08/97-आई आर (बी-I)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 18th January, 2011

S.O. 460. —In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.168/1998) of the Central Government Industrial Tribunal-cum-Labour Court-I, Pune as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Saraswat Co-Op. Bank Ltd. and their workman, which was received by the Central Government on 4-5-2010.

[No. L-12011/08/97-IR (B-I)]
RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SHRI N.B. YENURKAR, PRESIDING OFFICER FIRST LABOUR COURT AT PUNE

REF. IDA. 168 OF 1998

BETWEEN

The General Manager (Personnel),
The Saraswat Co-op. Bank Ltd.
IInd Floor, Laxman Zula,
Ranade Road, Dadar,
Mumbai - 400 028 .... First Party

AND

The General Secretary,
Saraswat Co-op. Bank Employees' Union,
The Saraswat Co-op. Bank Ltd.,
IInd Floor, Laxman Zula,
Ranade Road, Dadar,
Mumbai - 400 028 .... Second Party

Coram : Shri N.B. Yenurkar.

APPEARANCES: Smt. Rao Advocate for Ist Party. Mr. N.A. Kulkarni Advocate for IInd Party

AWARD

(Dated : 22-02-2010)

1. This reference is made to this Court by the Desk Officer, Government of India, Ministry of Labour vide order No. L-12011/08-/97-IR (B-I) dt. 24-2-1998 and Corrigendum No. L-12011/08/97-IR (B-I) dt. July, 1998 under Clause (d) of sub-sec. (1) & sub-sec.2 (A) of Sec. 10 of Industrial Disputes Act, 1947 for adjudication over the following demand :

> "Whether the action of the management of Saraswat Co-op. Bank Ltd. in relation to its Zonal Office, Pune in not regularizing the services and thereafter terminating the services of Shri Rajendra Kondiba Darekar and Shri Raju Dhondiram Gawade w.e.f. June, 1991 and Sept. 1991 respectively, of Shri Kishor Yellappa Injal from Sept. 1994 & of S/Shri Anant Omkar Mankar and Vilas Sitaram Pawar w.e.f. February, 1992 is legal and justified? If not, to what relief the workman are entitled ?"

2. The second party appeared and filed its statement of claim at Exh. 11 and Exh. 14. Case of the second party union is that the following persons were appointed in the concerned branch of the respondent bank on the dates mentioned against their names and their services have been terminated orally by the first party on the dates mentioned against their names as mentioned below:—

Sr. No.	Nemes	Date of appointment	Date of termination
1.	Rajendra Kondiba Darekar	02-05-82	May 1991
2.	Raju Dhondiram Gawade	1984	August 1991
3.	Kishor Yallappa	16-8-1988	September 1994
4.	Anant Omkar Mankar	April 1982	February 1992
5.	Vilas Sitaram Pawar	May 1983	February 1992

3. The first party has contended that the aforesaid employees rendered continuous service for more than 240 days. In view of the provisions of Industrial Employment (Standing Orders) Act 1946 as well as the Model Standing Orders framed under the said Act, those employees are deemed to be permanent in services of the first party. At the time of termination of their services the provisions of Sec. 25F of the Industrial Disputes Act, 1947 and the Rule 81 of the Industrial Disputes (Bombay) Rules 1957 or even the Industrial Disputes (Central) Rules have not been followed as relates to the seniority. The termination of their services is also in contravention of the provisions of Sec. 25-G of the I.D. Act. No 'last come, first go' rule was observed by the first party prior to the termination of services of the above said employees. The oral termination of the above employees is retrenchment u/s 2(oo) of the I.D. Act.

4. Second party also contended that the employees of the first party bank are governed bipartite settlement entered into the bank and the union as well as the Model Standing Orders. The Chief Manager,Personnel and Administrative vide his letter dtd. 16-3-91 addressed to the Chief Manager, Zone No. 4, Pune Region instructed to stop these employees from working and in view of the said circular the Pune region office terminated the services of members of the union. The termination of the above workmen is illegal, void and ab initio and it is totally unjustified and for malafide reasons. In fact the above said workmen have been continued for years together as casuals,badalies and temporaries with the sole object of depriving them from the status and privileges of permanent employees. They made an application to the management for makaing them permanent and for giving them the permanency benefits. Because of the said fact, their services have been terminated by indulging into an unfair labour practices. Their services have been terminated in an arbitrary manner and without following the principles of natural justice. It is illegal and in contravention of the Standing Orders.

5. After the termination of their services the aforesaid workmen tried to seek alternate job but they could not succeed in the matter. For all these reasons second party has sought the relief of the reinstatement of the aforesaid five employees in continuity of service with full backwages.

6. First party appeared and filed its written statement at Exh. 13 and Exh. 19 and resisted the claim under reference. It has submitted that the persons named in the reference were never employed or engaged by the bank. Concerned persons therefore are not the workman as defined u/s 2(s) of the I.D. Act and thus the alleged dispute does not amount an Industrial Dispute u/s 2(k) of the I.D. Act. Thus this court has no jurisdiction to entertain the reference. In absence of employer-employee relationship between the bank and them they connot be a member of the union. Thus union has no locus standi to espouse any cause of the concerned persons. It has thus contended that the reference is invalid ab initio and is liable to be dismissed on this count alone.

7. The first party has submitted that persons named in the reference were the outsiders and free lancers, who sometimes used to come to bank seeking work of cleaning in the morning prior to the commencement of the working hours of the bank alongwith some other outsiders. The bank used to give them work in the remote past depending upon availability of work on first comes first serve basis at various branches. The availability of such work was always less than one hour on any day. Those persons were never constant or static for the work nor the said work was available for them only. Normally, they were migrant and moving from place to place.Various persons used to come for such work on various days. There was total lack of regularity and punctuality. They were free to come for work at any day or not to come as per their sweet will and there was no compulsory attendance.The first party also submitted that whenever those persons used to work for the period less than one hour, the remaining period of the day they used to work at various places as per their sweet will and they were not subjected any control or supervision by the bank nor any compulsory duty or fixed working hours were allotted to them. None of them were available for work for more than hour on any day. For such uncertain work for a fraction of an hour cannot be treated as a regular employment and thus the entire matter falls out of the purview of the Act.

8. The first party denied that the persons named in the reference were appointed by the bank and that they rendered continuous service of more than 240 days or that they were in service for number of years as alleged by them. They denied that their services have been terminated by the bank as alleged. It has submitted that since these persons were not employed by the bank and since there was no employer-employee relationship there was no question of termination of their services. Those persons were not regular workmen and thereby they stood excluded from the provisions of settlement as well as the provisions of Model Standing Orders. It has also denied that thay were deemed to be permanent in the services or was orally terminated. It has further submitted that provisions of Sec. 25-G of the I.D. Act and the Rule 81 of the Industrial Disputes (Bombay) Rules, 1957 are not attracted. The contentions raised by the second party are baseless, misconceived and untenable. It has further submitted that the question of termination also further not arise as they left the work of their own. It has also denied that they were working as casuals, badalis or temporaries for years together or they were asking for permanency or benefit thereof.

9. The first party has submitted that the said persons stopped coming for work for cleaning as they were in gainful employment elsewhere. For all these reasons the first party has urged to reject the reference with costs.

10. On these pleadings following issues are framed at Exh. 25. I record my findings on them and the reasons therefore are as under.

	ISSUES	FINDINGS
1.	Does the first party prove that there is no employer-employee relationship between the first party and the concerned persons mentioned in the Schedule of the reference and hence this Court has no jurisdiction to entertain the Reference ?	.... Negative
2.	Whether the action of the management of Saraswat Co.op. Bank Ltd. in relation to its Zonal Office, Pune in not regularising the services and thereafter terminating the services of Shri Rajendra Kondiba	...Negative

	Darekar and Shri Raju Dhondiram Gawade w.e.f. June, 1991 and Sept. 1991 respectively,of Shri Kishore Yellappa Injal from Sept. 1994 and of S/Shri Anant Omkar Mankar & Vilas Sitaram Pawar w.e.f. February, 1992 is legal and justified?	
3.	To what relief the concerned persons mentioned in the Schedule are entitled to ?	...As per final order
4.	What order ?	...As per final order

REASONS

11. **Issue No. 1:** This reference is made at the instance of the second party union Saraswat Co-operative Bank Employees Union through its General Secretary in respect of the five persons named in the schedule of the reference. Amongst those persons four persons viz. S/Shri Rajendra Darekar, Kishor Injal, Anant Mankar and Vilas Pawar examined themselves. The Ld. Advocate for the second party submitted that Raju Dhondiram Gawade is now expired. That however, Smt. Pramila Raju Gawade legal representative (Widow) of deceased Raju Dhondiram Gawade appeared to continue the claim of deceased Raju Gawade. Her application at Exh. 18 for bringing her name on record has been allowed and vide orders passed thereon on 25-1-2001 her name is brought on record. Hence the claim of deceased Raju Dhondiram Gawade in this reference also needs to be considered alongwith the claim of other four persons. The first party however did not examine any witness.

12. The second party union has pleaded that the aforesaid four persons were appointed by the first party and they were continuously working with it. They rendered more than 6 to 9 years continuous service. On the other hand, it is the contention of first party that those persons were never employed by the bank and there is no employer-employee relationship between them. However, it is its case that these persons some times used to come to bank seeking work of cleaning in the morning before working hours. The availability of that work was always less than one hour on any day. They never worked full time. The work allotted to them was just for one hour. They were not subjected to any control or supervision by the bank. In view of this disputed fact it is required to be considered that the second party had moved the application for production of documents at Exh. 15 wherein directions to the first party were sought for production of vouchers of the bank whereby monthly payment was made to these persons. In the said application it was submitted by the second party that the said vouchers during the period they worked is required in order to prove the number of days completed by them continuously. The said application is objected by the first party vide its reply at Exh. 16 on the ground that the second party failed to prove the relevancy of the documents called for. It was also objected by them on the ground that it has denied the employer-employee relationship between them. In that reply it was also contended that the claim of union relates to remote past and there is no possibility of preservation of such records. The said application for direction of production of the documents has been rejected by my Ld. Predecessor on 15-7-2000.

13. It is also required to be considered that second party had also moved another application at Exh. 33 for production of certain more documents in respect of Shri Rajendra Kondiba Darekar i.e. the cash payment register, Peon Book (Delivery Register) and profit and loss account bifurcation register during the alleged period of his employment with the first party. That application was opposed by the first party on the same ground that no relevancy is shown in the application and documents are too old. My Ld. Predecessor vide orders dtd. 29-10-2004 has rejected the said application. It is also required to be considered that thereafter second party has moved an application at Exh. 45 for permission to allow it to lead secondary evidence on the basis of the xerox copies filed by it on record vide list Exh.24. This application was also opposed by the first party vide its reply at Exh. 48. My Ld. Predecessor has rejected the said application on 3-9-2005 on the ground that the second party has not made out circumstances to lead secondary evidence and directed the second party to prove his documents as per the provisions of Evidence Act. It is pertinent to note that the second party by filing the application at Exh. 18 & Exh.33 has tried to bring the relevant documents on record from the first party. Naturally the custody of the alleged documents called for is with the first party. However, those applications have been rejected. In view of these facts attempt of the second party to lead secondary evidence on the basis of the xerox copies of the documents available with him is in accordance with the provisions of the Evidence Act. As such, though his application for permission to lead the evidence on the basis of the xerox copies filed on record has been rejected the second party can very well rely on those documents and lead evidence upon it.

14. Second party has referred those copies of documents in the evidence of S/Shri Rajendra Darekar, Kishor Injal, Anant Mankar and Vilas Pawar considering the nature of defence of the first party that the alleged persons used to work for a period of less than one year and were not in its regular employment and considering the case of second party, the xerox copies of the documents filed on record vide list Exh. 24 relating to the period of their work with the first party is relevant and under the facts and circumstances and the attempt of second party in directing the first party to produce them on record, they are required to be read in evidence.

15. In respect of Shri Kishor Yallappa Injal, there is no dispute that he was appointed by the first party as a Peon for a period of one year from 16-8-1988. Thereafter he was again appointed temporary for one month from 16-9-1988, 16-10-1988, 16-11-1988, 16-12-1988 and from 16-1-1989. Those appointment letters are at Exh. 75 to 79. By these letters his appointment was made for one month each time and thereby as a temporary Peon he worked with the first party from 16-8-1988 to 16-2-1989 i.e. for six months. It is his case that even thereafter he continued to work with the first party till September 1994. His wages were being paid on vouchers. On perusal of the copies of vouchers filed on record vide list Exh. 24 it appears that the amount of Rs. 500 were paid by the first party to Shri Injal number of times in the year 1991. These are the copies of some of the vouchers filed by second party which were available to him. Amongst these vouchers one of the voucher dtd. 4-11-1991 is about the payment of diwali bakshis to Shri Injal for the year 1990. The voucher dtd. 3-3-1992 is about sweeping charges of Rs. 500 paid to him for the month of January-1992. These facts suggest that he was working with the first party as a Sweeper. It is also his evidence that he used to work in the first party bank as a sweeper in the morning time from 7.30 am to 10.00 am and thereafter from 10.00 am. he used to work as a peon till the closing hours of the bank.

16. So far as Shri Raju Gawade and Shri Vilas Pawar are concerned, it is also their case that they were continuously working with the first party respectively from 1984 to September 1991 and May 1983 to February 1992. It is also their case that in the morning time from 7.30 to 10.00 am they were working as a sweepers and from 10.00 am till the close of working hours of the bank they used to work as Peon. On perusal of the copies of payment number of vouchers filed on record by the second party in respect of Shri Gawade vide list Exh. 24 for the years 1988, 1989 & 1990, it appears that first party paid him the rickshaw charges or bringing the office record from zonal office i.e. for doing the office work of the first party. There are also certain challans on record, which shows that Shri Gawade attended the work of bringing the adhesive stamps from the Treasury for the first party. All these facts suggest that Shri Raju Gawade was working with the first party during these years and was doing the work of office boy or peon.

17. Similar is the case of Shri Pawar. The copies of vouchers filed on record vide list Exh. 24 for the years 1988 to 1990 as to payment of the rickshaw charges for attending the office work of the bank as a Peon or Office Boy. Number of vouchers also pertains to for payment of sweeping charges. All these facts suggest that during this period Shri Pawar was working with the first party and doing the work of sweeping as well as the work of Office Boy or Peon. Second party has also filed on record the copies of correspondence dtd. 14-9-1988, 21-3-1991, 16-3-1991, and 31-1-1994. These are the correspondence between the Branch Manager and the Sr. Manager Personnel and Administration of first party. From these correspondence, it appears that the Asstt. General Manager Audit and Inspection Department had called the information in respect of said five persons named in reference about the nature of their working in the branches at Pune or in the Regional Office. From the letter dtd. 16-3-1991, it appears that these five persons had made representation about their absorption in regular employment of the first party bank. The letter dtd. 14-3-1988 is about furnishing the information by the Manager to the Sr. Manager Personnel and Administration Department (Bombay). By this letter, the information about working of Shri Vilas Pawar and Shri Raju Gawade was submitted wherein it is mentioned that Shri Pawar was working as a Sweeper since 1983 and Shri Raju Gawade was working as a Sweeper since 1985 for four hours. In the said letter it is also mentioned that in addition to their sweeping work they have performed the work of Office Boy from 10.00 am to 5.00 pm without any additional charges. All these facts support the contention of the second party that these persons were working continuously with the first party as a Sweeper as well as Peon.

18. So far as case of Shri Anant Mankar is concerned the second party has filed on record the xerox copy of the statement of saving bank account of Shir Anant Mankar maintained by the first party bank vide list Exh. 24. Alongwith the copy of statement the office copy of the application submitted by Shri Mankar to the Branch Manager of the first party is filed on record. It bears the acknowledgment of the said branch as to receipt of the said application which is for supplying the copy of statement of his bank account since 1986. From this statement of account, it appears that the branch of the first party bank deposited the amount of Rs. 275 by transfer to the account of Shri Mankar on 26-10-1989. On 1-11-1989 certain sweeping charges are also credited to his account. It also appears that on 1-11-1991 and 2-12-1991 and also on 28-12-1991 Rs. 500 on each occasion has been credited to his account towards salary by transfer. Thereafter there are also number of entries from February 1992 to August, 1992 as to credit of certain amount as sundry payment and also as salary has been credited in his account. These facts suggest that the concerned branch of the first party was directly crediting the payment to the bank account of Shri Mankar towards salary as well as towards sundry payments.

19. So far as the case of Shri Rajendra Darekar is concerned he has filed on record experience certificate dtd.31-8-1988 at Exh. 65, wherein it is mentioned that Shri Darekar was doing attendance duties with the Somwar Peth Branch of first party since 1984. Another certificate dtd. 21-4-1988 at Exh. 66 is the experience certificate wherein it is stated that Shri Darekar has worked as sweeper from May 1982 in Somwar Peth Branch of the first party. Ld. Advocate for the first party has argued that these certificates

though of different dates bears the same Reference No. SCB/SP/38/AVD and thereby they cannot be relied upon. That however, these arguments do not appear to be convincing Shri Darekar in his examination in chief has specifically stated that both the certificates bear the signature of the Branch Manager-Shri A. V. Deshpande. The first party in cross examination of Shri Darekar has tried to suggest that those signatures are not of Shir A.V. Deshpande, which fact has been denied by Shri Darekar. It is not the suggestion of first party in cross examination of Shir Darekar that Shri A.V. Deshpande was not working as a Branch Manager in the said branch on relevant dates i.e. on 21-4-1988 and 31-8-1988. In the said certificate, the letters 'AVD' in reference number certainly denotes the name of Branch Manager Shri A.V. Deshpande. There is no reason to disbelive these certificates. It is the evidence of Shri Darekar that he was working as a Sweeper in the first party in the morning from 7.30 to 10.00 am and thereafter from 10.00 am till the closing of bank as a Peon. The certificate at Exh. 66 is the experience certificate as to working as a sweeper and the certificate at Exh. 65 about his duties as attendant. Both these certificate corroborates the evidence of Shri Darekar about his working in the bank as averred by him. Morevoer, the copy of certificate dtd. 19-12-1989 filed on record vide list Exh. 24 is about the residential address of Shri Darekar issued by the Branch Manager, Somwar Peth of the first party bank. There is no reason for issuing such certificates by the Branch Manager, if really Shri Darekar was not working in the said bank. The copy of letter dtd. 31-1-1994 filed on record by the second party vide list Exh. 24 is the letter issued by the Assistant General Manager Audit & Inspection department to the Chief Manager. Pune Regional office of the first party bank. By this letter, the information was called for from the Chief Manager, Pune Regional Office about Shri Darekar and others named in this reference who were temporary working at the branches at Pune or Pune Regional Office.

20. All these facts suggests that Shri Darekar was also working with the first party as averred by him. The evidence adduced by the second party by examining the four persons named in the reference is cogent, convincing and reliable. From all these facts and the evidence led by second party I hold that all the five persons named in the reference were working with first party continuously as alleged by the second party till the date of their alleged termination. The first party has not adduced any evidence in rebuttal. For all these reasons I hold that the second party has proved all the persons named in the schedule of the reference are the workmen within the meaning of Sec. 2 (s) of the I.D. Act and there is employer-employee relationship between first party and these five workmen. Hence this Court has jurisdiction to entertain the reference in respect of the five workmen named in schedule of the reference. Hence I answer this Issue No. 1 in the negative.

21. **Issue No. 2:** While answering the Issue No.1 I have already held that all the five persons named in the reference schedule were working with the first party continuously as alleged by the second party till the date of her alleged termination. The second party has pleaded and averred that the workman Shri Rajendra Darekar was terminated from service orally in May, 1991, Raju Gawade terminated from service in August 1991, Kishor Injal terminated in September 1994, Anant Mankar terminated in February 1992 and Vilas Pawar terminated from service in February 1992. It has been established by the second party that those five workmen have been continuously working with the first party viz. Rajendra Darekar since 2-5-1982, Raju Gawade since 1984, Kishor Gujar since 16-8-88, Anant Mankar since April 1982 and Shri Vilas Pawar since May 1983. The evidence of second party as to the date of alleged termination of the said five employees as mentioned above is cogent, convincing and reliable. There is no evidence in rebuttal to it from the first party. Hence I hold that services of the said five employees have been terminated by the first party on the dates as mentioned above as alleged by the second party. As such, termination of the services of the above said five employees is the retrenchment within the meaning of Sec. 2(oo) of the I.D. Act.

22. It is the specific case of the second party that the said five employees were working with the first party and the provisions of the Model Standing Orders are applicable to them. It is not the case of first party that the provisions of the Model Standing Orders are not applicable to it or that there are any Certified Standing Orders framed by it and applicable to it. Hence I hold that the Model Standing Orders are applicable for the workman doing casual work prescribed in Schedule I in pursuance of the Bombay Industrial Employment (Standing Orders) Rules, 1959. I have already held above that all the said five employees were working as a temporary with the first party years together. From the very fact of the nature of work of sweeper as well as Office Boy or Peon with the first party the work was of regular or seasonal in nature. In number of years and that too during the period of 12 calendar months preceding the date of that termination they worked for 240 days and more and worked with uninterrupted service. Hence in view of Clause 4-C of the Model Standing Orders they were entitled to be made permanent in employment of the first party. However, they were not made permanent. Their services have been terminated by floating the provisions of the Model Standing Orders.

23. Moreover, the said five workmen were continuously working with the first party for a long period for about 6 to 10 years without any interruption. These five workmen were in service for long period continuously without interruption. Thus in view of the provisions of Sec.25 B(1) of the I.D. Act they were in continuous service for number of years. As such the compliance of the provisions of Sec. 25F of the I.D. Act was necessary while terminating services of these five employees. However, neither the notice was issued nor the wages in lieu of such

notice was paid to these workmen. No retrenchment compensation was paid to them. Hence the termination of services of the said five employees without compliance of the provisions of Sec.25F of the I.D. Act is illegal. Hence I hold that the termination of services of those five employees named in the reference schedule on the dates as alleged by the second party is illegal. First party has failed to justify its action in terminating their services. Hence I answer this Issue No. 2 in the negative.

24. **Issue No. 3.** In view of my aforesaid findings all the five employees named in the reference schedule would have been normally entitled to the relief of reinstatement in continuity of service. That however, the workman Raju Dhondiram Gawade during the pendency of this reference in this court expired and Shri Anant Omkar Mankar has already attained 60 years age i.e. age of his superannuation during the pendency of this reference. Hence there is no question of their reinstatement in service. That however, certainly they both are entitled for continuity of service. Shri Anant Omkar Mankar is entitled to continuity of service from February 1992 till the attained the age of 60 years. Similarly, deceased Raju Gawade is entitled to continuity of service till his death i.e. till 19-1-2000. I also hold that Shri Anant Mankar is entitled to backwages till the date of his attaining the age of superannuation i.e. 60 years. Although deceased Raju Gawade died on 19-1-2000 during the pendency of this reference his legal heir i.e. his widow Smt. Pramila Raju Gawade is entitled to the backwages till his death i.e. 19-1-2000. I hold that S/Shri Rajendra Darekar, Kishor Injal and Vilas Pawar are entitled to the relief of their reinstatement in continuity of service and also entitled to back wages.

25. It is required to be considered since when the backwages are required to be paid to those five workmen. Shri Rajendra Darekar is terminated from service in May-June- 1991, Raju Gawade was terminated in August - September-1991, Kishor Injal was terminated in September 1994, Anant Mankar and Vilas Pawar were terminated from service in February 1992. That however, the reference in respect of Shri Rajendra Darekar, Raju Gawade and Kishor Injal is made to this court on 11-3-1998. Similarly, the reference in respect of Shri Anant Mankar, Vilas Pawar is made to this court by way of corrigendum of 11-8-1998. It is thus evident that second party approached the Government and raised dispute about four to seven years after the termination of those five workmen. For such delay on the part of second party or on the part of those workmen, the first party should not be burdened with the backwages for the period from the date of termination till the date of which reference is received in this court. Hence, I hold that the said five workmen are entitled to full back wages only from the date on which the reference is received in court. Hence I hold that S/Shri Rajendra Darekar and Kishor Injal are entitled to full backwages from 11-3-1998 and Shri Vilas Pawar is entitled to full backwages from 11-8-1998. I also hold that Shri Anant Mankar is entitled to full backwages from 11-8-1998 till he attained the age of 60 years. So far as the workman Shri Raju Dhondiram Gawade is concerned, he died on 19-1-2000 during the pendency of this reference. His widow Smt. Pamila Raju Gawade had moved an application before this court at Exh. 18 which was allowed vide orders passed on 25-1-2001 and thereby her name is taken on record in place of her deceased husband Raju Gawade. As such, she is entitled to the backwages from 11-3-1998 till the death of deceased Raju Gawade i.e. till 19-1-2000. Hence this Issue No. 3 is answered accordingly.

26. **Issue No.4:** Under the facts and circumstances of this case, I find it proper that both the parties should bear their own costs. In view of my all these findings I proceed to pass following order.

ORDER

Reference is allowed.

The first party is directed to reinstate S/Shri Rajendra Kondiba Darekar, Kishor Ellappa Injal and Vilas Sitaram Pawar to their original post in continuity of service.

The first party is directed to pay full back wages to S/Shri Rajendra Kondiba Darekar, Kishor Ellappa Injal from the date of reference i.e. from 11-3-1998 and to pay full back wages to Vilas Sitaram Pawar from the date of reference i.e. from 11-8-1998.

The first party shall also pay full back wages to Smt. Pramila Raju Gawade,widow (legal representative) of deceased Raju Dhondiram Gawade from the date of reference i.e. from 11-3-1998 till the death of deceased Raju Dhondiram Gawade i.e. still 19-1-2000.

Since Shri Anant Omakar Mankar has attained 60 years age of his superannuation during pendency of this proceeding, the first party is directed to treat the intervening period i.e. from February 1992 till he attained his 60 years age as continuous service for all the purpose. The first party is directed to pay Shri Anant Omkar Mankar full back wages from the date of reference i.e. from 11-8-1998 till he attained age of 60 years.

Parties to bear their own costs.

Pune
Dt. 22-2-2010

N. B. YENURKAR, Presiding Officer

नई दिल्ली, 18 जनवरी, 2011

का.आ. 461.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सुपरिन्टेन्डेंट ऑफ पोस्ट ऑफिस के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचाट (संदर्भ संख्या 28/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-1-2011 को प्राप्त हुआ था।

[सं. एल-40012/10/2001-आई आर (डीयू)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 18th January, 2011

S.O. 461.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 28/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Supdt. of post Office and their workman, which was received by the Central Government on 18-1-2011.

[No. L-40012/10/2001-IR(DU)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

I.D. 28/2001

Reference No. L-40012/10/2001-IR (DU) dated : 12-4-2001

Moti Ram Sharma (since deceased)

Through his legal representatives:—

1/1. Smt. Lachho Devi wife of Late Shri Moti Ram Sharma

2/2. Raju Sharma, son of Late Shri Moti Ram Sharma

3/3. Ved Prakash, son of Late Shri Moti Ram Sharma

4/4. Yogesh son of Late Shri Moti Ram Sharma through his natural guardian mother Smt. Lachho Devi.

....Petitioner

V/s

1. The Supdt. of Post Offices, Bharatpur Division, Bharatpur
2. Inspector, Post Office Nadbai, Bharatpur.

....Respondents

PRESENT :

Presiding Officer : Sh. N. K. Purohit

For the Applicant : Sh. Nagendra Singh

For the non-applicant : Ex-party

AWARD

31-12-2010

1. The Central Government in exercise of the powers conferred under clause (d) of sub-section 1 and 2(A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following Industrial dispute to this tribunal for adjudication which runs as under :—

" Whether the action of the management of Supdt. of Post Offices, Bharatpur in terminating the services of Shri Motiram S/o Shri Mangal Ram, EDA w.e.f. 24-4-94 is justified ? If not, to what relief the workman is entitled and from which date" ?

2. In brief the workman's case is that he was appointed as messenger on 19-3-1981 by the non- applicant management who worked up to 19-3-1990 at Talchera, Post Office & thereafter he was transferred to Dhera, Post Office where he continued to work up to 15-10-1992. But on 24-4-1994 his service was terminated. He has further pleaded that on account of his illness he could not attend the office from 31-7-92 to 15-10-92 and when he appeared for report for duty he was declined to join the office by the authorities. According to his averments he was not served with a copy of charge sheet nor the relevant documents were made available to him and no opportunity to cross examine the witness was given to him. He challenged the fairness of enquiry on the aforementioned grounds and prayed for reinstatement with full back wages and other consequential benefits.

3. Denying the facts as alleged by the workman the non-applicant contended that the workman had remained on unauthorized leave for a period 180 days from 1-8-92 for which he was charge sheeted under the relevant rules and was given an opportunity to appoint his defence nominee. The workman and defence nominee have fully participated in the proceedings of the domestic enquiry and after finding the charges prove against the workman his service was terminated w.e.f. 24-4-94.

4. After hearing both the parties on the issue of the fairness of the domestic enquiry this Tribunal vide its order dated 15-10-03 held the enquiry conducted against the workman as unfair and improper.

5. On 19-11-03 the non-applicant moved an application stating therein that since this Tribunal vide its order dated 11-10-03 has found the domestic enquiry to be unfair and improper, the non-applicants may be allowed to lead the evidence to prove the charges levelled against the workman. After hearing both the sides, the said application dated 19-11-03 was allowed and non-applicants were permitted to lead the evidence to prove the charges levellved against the workman vide Tribunal's order dated 19-4-04.

6. It is pertinent to mention that at the stage of non-applicant's evidence to prove the charges against the workman, none appeared on behalf of the parties on 28-6-04, therefore, "No Dispute Award" was passed on the said date.

7. The workman filed an application to set aside the said award on 9-7-04 but the same was rejected vide tribunal's order dated 11-10-04. Agrieved by the said award and order the workman challenged them in civil writ petition No. 8306/05. While setting aside the said award dated 28-6-04 and order dated 11-10-04 following directions were given by Hon'ble High Court:

"अतः आक्षेपित आदेश दिनांक 11-10-2004 अनेक्चर-6 एवं आक्षेपित अवार्ड दिनांक 28-06-2004 अनेक्चर-3 को अपास्त करते हुए प्रकरण को सेन्ट्रल गवर्मेन्ट इण्डस्ट्रियल ट्रिब्युनल कम लेबर कोर्ट, जयपुर को इस निर्देश के साथ वापिस भेजा जाता हैं कि वे इस प्रकरण में पुनः नियमानुसार सुनवाई कर उचित आदेश पारित करें। पक्षकारान न्यायाधिकरण के समक्ष दिनांक 28 मार्च, 2008 को उपस्थित हों।"

8. It is also pertinent to mention that as per directions the parties were required to appear before this Tribunal on 28-3-08. On perusal of the proceedings, it appears that the post of the Presiding Officer was lying vacant and none appeared on behalf of parties on the said date. Therefore, after posting of the Presiding Officer, directions were given on 14-10-09 to issue fresh notices. It also appears from the proceedings that Shri Brahmanand Sandhu appeared on behalf of the non-applicant on 26-5-10 but registered notice to the workman returned unserved with the report "addressee Motiram had died". On 1-9-10 the deceased workman's son submitted an application along with copy of the death certificate of the workman and prayed to take legal representatives of the deceased workman on record. Another application was submitted for seeking time to file authority letter to represent the legal representative of the deceased workman . From the proceedings dated 7-10-10, it also reveals that an authority letter to represent the legal representative of the deceased workman was filed by Shri Nagendra Singh, Advocate. During hearing on the application for taking legal representative of the workman on record, it was pointed out that in writ petition8306/04 the legal representative of the deceased workman were on the record. The learned representative on behalf of the non-applicant did not oppose the application, therefore, the said application was allowed & the legal representative of the deceased workman were taken on record & the case was posted for non-applicant's evidence on 15-11-10.

9. In above factual backdrop an application was moved on behalf of the legal representative of the deceased workman that charges leveled against the workman cannot be proved on the basis of evidence. The case was posted for reply of the non-applicant and arguments on the said application on 25-11-10. But none appeared on behalf of the non-applicant on the said date, therefore, ex-party order was drawn against the non-applicant. On next date i.e. 16-12-10, after hearing the learned representative on behalf of the applicants, the case was reserved for award.

10. The learned representative on behalf of the applicants has argued that the workman had died on 11-12-06, therefore,charges against a dead person cannot be proved. In support of his contention he has relied on 1995 (70) FLR 244.

11. I have given my thoughtfull consideration on the contention canvassd by the learned representative for the applicants and perused the record.

12. It is not disputed that the workman had died on 11-12-06 and the non-applicants have yet not adduced any evidence to prove the charges levelled against the workman. Thus the question crops up for consideration is as to whether charge can be proved on the basis of evidence to be tendered after the death of the charge sheeted workman.

13. In 1995(70) FLR 244 Smt. Prem Kumar & others v/s Central Industrial Tribunal and others, the workman concerned died during the pendency of the reference. His survived wife and six sons were made parties. The enquiry held against the concerned workman by the LIC had been held to be unfair by an earlier order dated 16-9-1987 passed during the life time of the concerned workman and permission was granted to the corporation to lead evidence to prove the misconduct before the Central Industrial Tribunal concerned and thereafter it was held that the charges were proved but relying upon the decision of the Supreme Court in Deshraj Gupta v/s Industrial Tribunal, Lucknow directed that the workman was entitled to wages up to December, 1987 and such wages is to be paid to his widow and six sons. The Tribunal held that termination of service of the workman was not proper and valid and therefore, his widow & sons entitled to the wages and other financial benefits which the concerned employee could receive up to the date of his death. The said award was challenged by the LIC in S.B. civil writ petition which was dismissed. In D.B. civil special appeal against the decision of the S.B. Hon'ble Rajashan High Court has observed as under :—

> "We are of the considered opinion that since the workman had died on December 7, 1987 and it had already been held earlier by the Tribunal that the enquiry held by the employer was unfair, the appellant could not seek to prove the charge after the death of the concerned workman. Nor charge can be proved on the basis of the evidence tendered after the death of the charge-sheeted workman."

14. It was submitted before Hon'ble Court on behalf of the Corporation tha that charge could be proved even after the death of the concerned workman by tendering evidence with reference to the contemporaneous record but Hon'ble Court did not agree with the arguments and further observed that :—

> " We do not agree with this arguments for the simple reason that only the deceased workman could confront the employer with the circumstances in which the prescribed standard of work could not be given and no effective cross-examination on this aspect of the matter could be done by the legal representatives, i.e. the widow of the deceased workman and his sons. Only the deceased workman could confront the witnessess of the employer with such circumstances in which it may not have been possible for him to give the prescribed standard of

work. Therefore, to say that the work put in by the concerned employee workman was on record and the requisite standard of work had been prescribed and therefore, the charge could be proved even against a dead person without causing any prejudice to him, is wholly misconceived, rather ill-conceived. In such circumstances, we do not find that the Tribunal committed any illegality in granting the relief of wages and other consequential financial benefits to the legal representatives of the deceased workman on the basis of the Supreme Court decision in Deshraj Gupta v/s Industrial Tribunal, Lucknow for the period from the date of the termination to the date of the death of the workman."

15. In present case the facts are almost similar & this case is squarely covered by the legal proposition laid down in the above referred decision. The non-applicant's evidence is yet to be adduced & the workman had died on 11-12-06, therefore, the charges leveled against him cannot be proved on the basis of the evidence to be tendered after the death of the charge sheeted workman. The termination of the workman w.e.f. 24-4-94 was based on the domestic enquiry held against him but the domestic enquiry conducted against the workman has already been held as unfair & improper.

16 In view of above discussion, it is held that the action of the management of Supdt. of Post Offices, Bharatpur in terminating the services of deceased Shri Motiram EDA w.e.f. 24-4-94 is unjustified. The workman had died on 11-12-06. In the light of decision rendered in 1995(70) FLR 244, the deceased workman was entitled to wages which were payable to him at the time of his termination of servics on 24-4-94. The workman is survived by the wife & four sons. Therefore, his widow & four sons are entitled to the wages & other financial benefits which the concerned workman could receive up to the date of his death December 11, 2006. An award is passed in these terms accordingly.

17. Let a copy of the award be sent to the Central Government for publication under 17(1) of the Act.

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 18 जनवरी, 2011

का.आ. 462.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल सीडस् कॉरपोरेशन लिमिडेट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण न.1, नई दिल्ली के पंचाट (संदर्भ संख्या 2/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-1-2011 को प्राप्त हुआ था।

[सं. एल-42012/98/2010-आई आर (डीयू)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 18th January, 2011

S.O. 462.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.2/2010) of the Central Government Industrial Tribunal-cum-Labour Court No.1 New Delhi as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of National Seeds Corporation Ltd. and their workman, which was received by the Central Government on 18-1-2011.

[No. L-42012/98/2010-IR (DU)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE DR. R.K. YADAV PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, KARKARDOOMA COURTS COMPLEX, DELHI

I.D. No. 2/2010

Shri Prem Singh,
S/o late Shri Chab Singh,
R/o WZ-35, Village Todapur,
Post Office-Pusa,
New Delhi-110012 ...Workman

Versus

The Company Secretary,
National Seeds Corporation Ltd.,
(CS&SD), Beej Bhawan, STO Building,
Pusa Complex, Delhi-110012.
....Management

AWARD

A complaint was made by Shri Prem Singh to Regional Labour Commissioner (Central), Curzon Road, New Delhi on 24th of September, 2004, detailing therein that he was serving National Seeds Corporation Ltd. (CS & SD), (hereinafter referred to as the Corporation) from last many years. When he raised a demand for regularization of his services and payment of minumum wages, his services were dispensed with an 23-9-04, while his junior was working with the Corporation. He requested that he may be got reinstated in services of the Corporation, with further direction to pay him full wages. Fate of the said complaint is not known. However, on 4-8-2008, he raised an industrial dispute before the Conciliation Officer. The Corporation filed its reply, wherein it denied existence of relationship of employer and employee between the parties. When conciliation proceedings failed, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No. L-42012/98/2010-IR (DU), New Delhi dated 8-1-2010 with following terms :

"Whether the action of the management of National Seeds Corporation Ltd., in terminating the services

of Shri Prem Singh w.e.f. 23-9-2004 is legal and justified? If not, what relief the workman is entitled to?"

2. Claim statement was filed pleading therein that Prem Singh joined services with the Corporation in June, 1997. He was posted in packing department of the Corporation, where he served uninterruptedly till 23-9-04. He became a member of the National Seeds Corporation Workers Union (hereinafter referred to as the Union), which is recognized union of the establishment of the Corporation. A writtern request was made to the Corporation on 22-9-05 for payment of minimum wages to him. On receipt of that demand, his services were terminated on 23-9-04 under the garb of no work for him. His junior was working with the Corporation on that date. Action of the Corporation, in terminating his services, is illegal, malafide and vindictive in nature. He made a complaint to Regional Labour Commissioner on 24-9-04 but no action was taken on it. Termination of his services is against the provision of Industrial Disputes Act, 1947 (in short Act), hence it is void ab initio. He claims reinstatement in services with continuity and full back wages.

3. Contest was given to the claim statement pleading that the claimant was never employed by the Corporation. There existed no relationship of employer and employee between the parties. Since the claimant had not worked with the Corporation in any capacity, hence there was no question of removing or terminating his services on 23-9-04. The claimant has abused process of law. He never completed 240 days continuous service, as claimant by him. It has been projected that the Corporation is not aware of any complaint made by the claimant on 24-9-04 to the Conciliation Officer. He is not entitled to any relief muchless the relief of reinstatement in service with continuity and full back wages. It is asserted that the claim statement, being devoid of merits, is liable to be dismissed.

4. On pleadings of the parties following issues were settled.

1. Whether there was no relationship of employer and employee between the parties.
2. As in terms of the reference.
3. Relief.

5. Claimant has examined himself (WW1), Shri Zile Singh (WW2) and Shri K.K. Sharma (WW3) in support of his claim. The Corporation has examined Shri Ajit Kumar Samal (MW1) and Parma Nand (MW2) in support of its defence. No other witness was examined by either of the parties.

6. Arguments were heard at the bar. Shri B.S. Rana, authorised representative, advanced arguments on behalf of the claimant. Ms. Sushma Singh authorised representative, raised her submissions on behalf of the Corporation. Written submissions were filed by the parties. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows :

Issue No. 1.

7. Claimant deposed that the joined services with the Corporation on 19th of May, 97. He was appointed as daily wager. No appointment letter was issued to him. He was paid his wages @ Rs. 110 per day. He worked with the Corporation continuously till 24-9-04. He made a demand to Shri Dharam Pal, Area Manager, for regularization of services or enhancement of his wages. He felt annoyed and told him that he should go to court for regularization of his services. His services were terminated. No notice or pay in lieu thereof and retrenchment compensation was given. Shri Baljit Singh Vice President of the Union, had sent an application to Conciliation Officer on 16-9-2004, copy of which application is Ex. WW1/1. During the course of his cross examination he proves photo copy of attendance register as Ex. WW1/M1 to Ex. WW1/M7. He asserts that Ex. WW1/M1 to Ex. WW1/M17 bear counter signature of Shri Dharampal, Area Manager. He had also proved original attendance register as Ex. WW1/M19 to establised that he worked with the Corporation.

8. Shri Zile Singh deposed that in May, 97, Prem Singh joined services with the Corporation. He used to attend his office at Pusa. He was working there as Store Keeper. He used to get Rs. 110 per day as his wages. He worked upto September, 04, until his services were terminated by the Corporation. No notice or pay in lieu thereof was given to the claimant. No retrenchment compensation was paid to him. He was serving the Corporation as a Lab Assistant in those days. He superannuated on 31-7-09. During the course of his cross examination he presents that he was working under quality control lab of the Corporation. He had seen name of the claimant on the chart of Store keeper, maintained by the Corporation. Claimant used to come to the laboratory alongwith samples. He used to receive those samples from the claimant, hence he can say that the claimant was an employee of the Corporation.

9. Shri K.K. Sharma presents that he joined services of the Corporation in 1969 and superannuated on 31st of August, 2005. He was working as Senior Technical Assistant (Quality Control Laboratory) with the Corporation. Claimant was known to him, who used to remain present at sale counter of the Corporation. Probably claimant joined services of the Corporation in1997 and served upto 2004. He was serving as daily wager. During the course of his cross examination, he projects that as and when villagers made quarries from him regarding rate of seeds he used to consult Prem Singh in that regard. Prem Singh used to tell him whether seeds were available and on what rate(s). Claimant used to visit quality control laboratory for handling samples.

10. Shri Ajit Kumar Samal presents that the claimant was not an employee of the Corporation. He became acquainted with the claimant during adjudication

proceeding. During course of his cross examination he projects that in 1986 Managing Director of the Corporation issued a circular prohibiting engagament of casual employees. It further provides that in case of urgency casual employees would he engaged for a very short duration. The said circular was never approved by the Board of Director, since no such approval was required. He admits that one Assistant Manager with the name of Shri Dharam Pal Singh is working with the Corporation. However, he could not affirm or deny that in 1997, Shri Dharam Pal Singh was working as Area Manager.

11. Shri Parma Nand swears in his affidavit Ex. MW2/A that seed packing at sale counter is not done by an employee of the Corporation. Such work is being taken from contractor, depending upon requirement of seed packing receipt of seed and its dispatch. No regular daily wager was recruited by the Corporation with the name of Prem Singh. Shri Prem Singh was never recruited by the Corporation. During the course of his cross examination he projects that employees of the contractor never worked on sale counter of the Corporation. Employees of the contractor performed duties of unloading goods and to place it in store. One employee of contractor is working on computer, admits the witness. No daily wager employee works on sale counter.

12. When facts unfolded by rival parties are appreciated, it came to light that depositions of Zile Singh and K.K. Sharma remained above-board. Corporation could not sake credit of their depositions, when facts unfolded by them were purified by an ordeal of cross examination. Sequence of events unfolded by Shri Zile Singh and K.K. Sharma, remained intact and worth reliable. Being employees of the Corporation, they assert that claimant joined services of the Corporation in 1997 and worked there upto 2004. Facts unfolded by these witnesses are reaffirmed by the claimant. When he deposed that he joined services of the Corporation on 19-5-97 as daily wager. He worked with the Corporation till 24-9-04. He made a request to Shri Dharam Pal, Area Manager to enhance his wages, which request annoyed him. Shri Dharam Pal terminated his services.

13. To substantiate facts, the claimant had placed reliance on register Ex. WW1/M19. When contents of the register are scanned, it came to light that two labours were employed on 4-12-96, 5-12-96, 6-12-96 while one labour was employed on 7-12-96. Three labours were emoloyed on 9-12-96. Again two labours were employed on 10-12-96, 11-12-96, 12-12-96 13-12-96 and 16-12-96. Three labours were employed on 17-12-96, 18-12-96, 9-12-96, 20-12-96. 21-12-96, 23-12-96, 24-12-96, 26-12-96, 27-12-96. One labour was employed on 31-12-96. Two labours were employed on 1-1-97, while one labour was employed on 2-1-97 and 3-1-97 respectively. Three laboures were engaged on 6-1-97 and 7-1-97. Two labours were engaged on 8-1-97, while one labour was engaged on 9-1-97. Three labours were engaged on 10-1-97 and 13-1-97. There were seven labours, who worked with the Corporation on 14-1-97, 15-1-97 and 16-1-97. Eight labours were engaged on 17-1-97. Two labours were engaged on 20-1-97. Three labours were engaged on 21-1-97, 22-1-97 and 24-1-97, while two labours were engaged on 27-1-97 and 28-1-97. In the same manner two labours were engaged on 3-2-97, 4-2-97, 5-2-97 and 6-2-97, while one labour was engaged on 7-2-97. Two labours were again engaged on 10-2-97, 11-2-97, 13-2-97, 14-2-97, while one labour was engaged on 12-2-97 and 19-2-97. Two labour were again engaged on 20-2-97 and 21-2-97, 24-2-97 while one labour was engaged on 22-2-97. Three labours were employed on 24-2-97, 25-2-97, 26-2-97, 27-2-97, while six labours were engaged on 27-2-97. On 1st March, 97 one labour was engaged and two labours were engaged on 3-3-97. There were three labours on 4-3-97 and 13th of March, 97. Two labours were engaged on 5-3-97, 6-3-97, 7-3-97 and 12-3-97. One labour was engaged on 10-3-97 and 11-3-97. Engagement of these labours are verified by an officer, who signs as D.P. Singh. According to the claimant, verification of engagement of labours referred above, was done by Shri Dharam Pal Singh, who was working as Area Manager with the Corpoartion in those days. The Corporation could not dispel facts unfolded by the claimant and those depicted in register Ex. WW1/19. Therefore, it is crystal clear that the Corporation used to engage daily wagers and the claimant rendered his services to the Corporation in that capacity.

14. Relationship of employer and employee is constituted by a contract, express or implied. between employer and employee. A contract of service is one in which a person undertakes to serve another and obey his reasonable orders within the scope of the duty undertaken. A contract of employment may be inferred from the conduct which goes to show that such a contract was intended although never expressed and when there has, in fact, been employment of the kind usually performed by the employees. Any such inference, however is open to rebuttal as by showing that the relation between the parties concerned was on a charitable footing or the parties were relations or partners or were directors of a limited company which employed no staff. While the employee, at the time, when his services were engaged, need not have known the identity of his employer, there must have been some act or contract by which the parties recognized one another as master or servant.

15. The claimant could show that he was engaged by the Corporation as a daily wager. He served the Corporation in that capacity. It has been brought over the record that the Corporation engaged him as a daily wager. Hence it does not lie in the mouth of the Corporation to assert that relationship of employer and employee never existed between the parties. When claimant was engaged as daily wager, who worked with the Corporation for considerable period, he could discharge onus and establish that

relationship of employer and employee were there between the parties. Issue is, therefore, answered in favour of the claimant and against the management.

Issue No. 2.

16. Shri Prem Singh unfolds that he joined services of the Corporation on 19-4-97 as daily wager. He worked continuously till 24-9-04. He made a request for regularization of his services or enhancement of wages, which annoyed Shri Dharampal, Area Manager, who terminated his services. Facts detailed by the claimant are reaffirmet by Zile Singh, who deposed that Shri Prem Singh joined services of the Corporation in May, 1997 and worked till September, 2004. Shri K.K.Sharma corroborates facts unfolded by Shri Zile Singh and the claimant. He presents that probably claimant had joined services of the Corporation in 1997. He served as a daily wager upto 2004. The Corporation could not dispel their depositions. Their testimonies remained above-board and consistent when they were grilled. No inherent infirmity crept out of their depositions, suggesting that facts unfolded by them were farther from truth. Therefore, events detailed by these witnesses highlight that claimant served the Corporation since 19-5-97 till September, 2004.

17. "Continuous Service" has been defined by Section 25B of the Act. Under sub-section (1) of the said section, "continuous service for period" may comprise of two period viz (i) uninterrupted service, and (ii) interrupted service on account of (a) sickness, (b) authorized leave, (c) an accindent, (d) a strike which is not legal, (e) a lock-out, and (f) a cessation of work that is not due to any fault on the part of the workman, which shall be included in the "continuous service." sub-section (2) of the said section introduces a fiction to the effect that even if a workman is not in " continuous service" within the meaning of clause (1) for a period of one year or six months, he shall be deemed to in continuous service for that period under an emoloyer if he has actualy worked for the days specified in clauses (a) and (b) thereof. In Vijay Kumar Majoo (1968 Lab I. C. 1180) it was held that one year's period contemplated by Sub-section (2) furinished a unit of measure and if during that unit of measure the period of service actually rendered by the workman is 240 days, then he can be considered to have rendered one year's continuous service for the purpose of the section. The idea is that if within a unit period of one year a person had put in at least 240 days of service, then he must get the benefit conferred by the Act.

18. An enquiry has to be made to find out whether the claimant had actually worked for not less than 240 days during a period of 12 calendar months immediately preceding the retrenchment. Register Ex. WW/M19 portaits that various labours were employed, whose engagement at different dates were verified by Shri Dharam Pal, Area Manager. Dharam Pal Singh, though present at the time of examination of the claimant, opted not to challenge the latter on facts, datailed in the register referred above. Since Dharam Pal Singh was not brought in the witness box to raise his eye brows on authentication of daily wagers employed by the Corporation on various dates detailed in the register, it emerges over the record that the Corporation opted not to produce the best evidence. The Corporation also opted not to file documents, which were in its possession. These facts make it clear that ocular as well as documentary evidence was withheld by the Corporation, without any just cause. It is a case which justify in drawing an adverse inference against the Corporation to the effect that the evidence, if produced would have supported the cause of the claimant. After drawing an adverse inference and relying facts unfolded by the claimant and his witnesses it is concluded that the claimant could establish that he served the Corporation as a daily wager from 19th of May, 1997 till 23-9-2004. Shri Ajit Kumar Samal and Parma Nand spoke facts,which were contrary to those detailed in Ex. WW1/19. When authenticity of Ex. WW1/19 was not disputed, its contents discard ocular facts deposed by these witnesses. In view of these reasons it is announced that the claimant could show that he worked continuously for more than 240 days, preceding the date of his disengagement by the Corporation.

19. Retrenchment has been defined by clause (oo) of Section 2 of the Act, as follows :

"(oo) "retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action but does not include —

(a) voluntary retirement of the workman; or

(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

(bb) termination of the service of the workman as a result of the non renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under the stipulation in that behalf contained therein; or

(c) termination of the service of a workman on the ground of continued ill-health;"

20. It is not the case of the Corporation that the claimant sought voluntary retirement from service. No evidence was brought to establish that the claimant reached the age of superannuation or his services came to an end on account of non renewal of conract of employment. It was also not projected that service of the claimant were done away on account of his continued ill health. Consequently, it is evident that termination of services of

the claimant, for any other reason whatsoever, answers the definition of retrenchment as contained in clause (oo) Section 2 of the Act.

21. Prem Singh projects that his services were dispensed with on 23-9-2004. The Corporation nowhere presents that notice or pay in lieu thereof was given to the workman while terminating his services. Retrenchment compensation was not paid to him. The Corporation was under an obligation to pay him compensation for retrenchment at the time of retrenchment. Payment of retrenchment compensation is a condition precedent to a valid order of retrenchment Precedents in Bombay Union of Journalists case [1964 (1) LLJ 351], Adaishwar Laal (1970 Lab I.C. 936) and B.M. Gupta [1979 (1) LLJ 168] announce that subsequent payment of compensation can not validate an invalid order of retrenchment. As retrenchment compensation was not paid to Shri Prem Singh, consequently action of the management falls within the mischief of Section 25-F of the Act. Hence termination of service of the claimant can not be termed as legal or jusitfied. Issue is answered in favour of the claimant and against the Corporation.

Relief

22. Services of the workman were retrenchment without payment of notice pay, and retrenchment compensation. It is well settled that in a case of wrongful retrenchment, dismissal or discharge, the normal rule is to award reinstatement. But where a case falls in any of the exception to general rule, the industrial adjudicator has discretion to award reasonable and adequate compensation, in lieu of re-instatement. Section 11A of the Act vests the industrial adjudicator with discretionary jurisdiction to give "such other relief to the workman" in lieu of discharge or dismissal as the circumstances of the case may require, where for some valid reasons it considers that reinstatement with or without conditions will not be fair or proper.

23. In Uma Devi [2006 (4) SCC1] the Apex Court considered the proposition as to whether the persons who got employment, without following of a regular procedure or even from the back door or on daily wages can be ordered to be made permanent in their posts, to prevent regular recruitment to the posts concerned. Catena of decisions over the subject were considered and the court declined the submissions of the workmen to be made permanent on the posts which were held by them in temporary or ad-hoc capacity for a fairly long spell. The Court ruled thus :

> "With respect, why should the State be allowed to depart from the normal rule and indulge in temporary employment in permanent posts? This Court, in our view, is bound to insists on the State making regular and proper recruitments, and is bound not to encourage or shut its eyes to the persistent transgression of the rules of regular recruitment. The direction to make permanent the distinction between regularization and making permanent, was not emphasized here-can only encourage the State, the model employer, to flout its own rules and would confer undue benefits on a few at the cost of many waiting to compete. With respect the directions made in Piara Singh [1992 (4) SCC 118] is to some extent inconsistent with the conclusion in para 45 of the said judgement therein. With great respect, it appears to us that the last of the directions clearly runs counter to the constitutional scheme of employment recognized in the earlier part of decision. Really, it cannot be said that this decision has laid down the law that all ad-hoc, temporary or casual employees engaged without following a regular recruitment procedure should be made permanent."

24. In P. Chandra Shekhara Rao and Others [2006 (7) SCC 488] the Apex Court referred Uma Devi's Case (Supra) with approval. It also relied the decision in a Uma Rani [2004 (7) SCC 112] and ruled that no regularization is permissible in exercise of statutory powers conferred in Article 162 of the Constitution , if the appointments have been made in contravention of the statutory rules. In Somveer Singh [2006 (5) SCC 493] the Apex Court ruled that appointment made without following due procedure cannot be regularized. In Indian Drugs & Pharmaceuticals Ltd. [2007 (1) SCC 408] the Apex Court reiterated the law and announced that the rules of recruitment can not be relaxed and court can not direct regularisation of temporary employess dehors the rules, nor can it direct continuation of service of a temporary employee (whether called a casual, ad-doc or daily rated employee) or payment of regular salaries to them.

25. In Uma Devi (supra) it was laid that "when a person enters a temporary employment or get engagement as contractual or casual worker and the engagement is not based on a proper selection as recognized by the relevant rules or procedure, he is aware of the consequence of the appointment being temporary, casual or contractual in nature. Such a person cannot invoke the theory of legitimate expectation for being confirmed for the post, when an appointment to the post could be made only by following a proper procedure or selection in any concerned cases, in consultation with the public service commission. Therefore, the theory of legitimate expectation cannot be successfully advanced by temporary, contractual or casual employees. It cannot also be said that the State held out any promise while engaging these persons either to continue them where they are or to make them permanent. The State cannot constitutionally make such a promise. It is also obvious that the theory cannot be invoked to seek relief of being made permanent in the post. In view of those precedent neither continuance nor regularisation of services of the claimants can be ordered, since it would amount to back door entry into Government job."

26. Admittedly, Prem Singh was employed with the Corporation as a casual employee. No procedure for regular employment was followed. His engagement was dehors the recruitment rules. Hence his reinstatement in service would amount to back-door entry in Government job. In view of wrongful employment of the claimant, there is no justification for his reinstatement in service of the Corporation. In the alternative, this Tribunal has to award compensation to the workman in lieu of his reinstatement. No definite yardstick for measuring the quantum of compensation is available. In S.S Shetty [1957 (11) LLJ 696] the Apex Court indicated some relevant factors which an adjudicator has to take into account in computing compensation in lieu of reinstatement in the following words :

> "The industrial Tribunal would have to take into account the terms and conditions of employment the tenure of service, the possibility of termination of the employment at the instance of either party, the possibility of retrenchment by the employer or resignation or retirement by the workman and even of the employer himself ceasing to exist or of the workman being awarded various benefits including reinstatement under the terms of future awards by industrial Tribunal in the event of industrial disputes arising between the parties in future..... In computing the money value of the benefits of reinstatement, the industrial adjudicator would also have to take into account the present value of what his salary, benefits etc. would be till he attained the age of superannuation and the value of such benefits would have to be computed as from the date when such reinstatement was ordered under the terms of the award.
>
> Having regard to the considerations detailed above, it is impossible to compute the money value of this benefit of reinstatement awarded to the appellant with mathematical exactitude and the best that any tribunal or court would do under the circumstances would be to make as correct as estimate as its possible bearing, of course in mind all the relevant factors pro and con".

27. A Divisional Bench of the Patna High Court in B. Choudhary Vs. Presiding Officer, Labour Court, Jamshedpur (1983) Lab. I. 1755 (1758) deduced certain guidelines which have to be borne in mind in determining the quantum of compensation viz (i) the back wages receivable (ii) compensation for deprivation of the job with future prospect and obtainability of alernative employment, (iii) employee's age (iv) Length of service in the establishment (v) capacity of the employer to pay and the nature of the employer's business (vi) gainful employment in mitigation of damages: and (viii) circumstances leading to the disengagement and the past conduct. These factors are only illustrative and not exhaustive. In addition to the amount of compensation, it is also within the jurisdiction of the Tribunal to award interest on the amount determined as compensation. Furthermore, the rate of such interest is also in the discretion of the Tribunal. Reference can be made to Tabesh Process,Shivakashi [1989 Lab. I.C. 1887].

28. In Assrm Oil Co. Ltd. [1960 (1) LLJ 587] the Apex Court took into account countervailing facts that the employer had paid certain sums to the workmen and her own earning in the alternative employment and ordered that "it would be fair and just to direct the appellant a substantial sum as compensation to her". In Utkal Machinery Ltd. [1966 (1) LLJ 398] the amount of compensation equivalent to two years salary of the employee awarded by the industrial Tribunal was reduced by the Supreme Court to an amount equivalent to one year salary of the employee in view of the fact that she had been in service with the employer only for 5 months and also took into consideration the unusual manner of her appointment at the instance of the Chief Minister of the State. In A.K. Roy [1970 (1) LLJ 228] compensation equivalent to two years salary last drawn by the workmen was held to be fair and proper to meet the ends of justice. In Anil Kumar Chakaraborty [1962 (11) LLJ 483] the Court converted the award of reinstatement into compensation of sum of Rs. 50000 as just and fair compensation in full satifaction of all his claims for wrongful dismissal from service. In O.P. Bhandari [1986 (11) LLJ 509]. The Apex Court observed that it was a fit case for grant of compensation in view of reinstatement. The Court awarded compensation equivalent to 3.33 years salary as reasonable. In M.K. Aggarwal (1988 Lab. I.C. 380), the Apex Court though confirmed the order of reinstatement yet restricted the back salary to 50% of what would otherwise be payable to the employee. In Yashveer Singh (1993 Lab. I. C. 44) the court directed payment of Rs. 75000 in view of reinstatement with back wages. In Naval Kishor [1984 (11) LLJ 473] the Apex Court observed that in view of the special circumstances of the case adequate compensation would be in the interest of the appellant. A sum of Rs.2 lac was awarded as compensation in lieu of reinstatement. In Sant Raj [1985 (11) LLJ 19] a sum of Rs. 2 lac was awarded as compensation in lieu of reinstatement. In Chandu Lal (1985 Lab. I.C. 12225) a compensation of Rs. 2 lac by way back wages in lieu of reinstatement was awarded. In Ras Bihari (1988 Lab I.C. 107) a compensation of Rs. 65000 was granted in lieu of reinstatement, since the employee was gainfully employed elsewhere. In V.V. Rao (1991 Lab. I.C. 1650) a compensation of Rs. 2.50 lac was awarded in lieu of reinstatement.

29. Prem Singh served the Corporation for about 5 years. He is aged about 30 years as on date. He presents that he could not get any job thereafter. Considering the span of time for which he served the Corporation as well as the time for which he ought to have served and the surrounding circumstances, I am of the view that a sum of Rs. 50,000 would be adequate compensation for him. The Corporation shall pay the amount of compensation to the claimant within one month from the date, the award becomes operative. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dr. R.K. YADAV, Presiding Officer

Dated : 30-11-2010

नई दिल्ली, 18 जनवरी, 2011

का.आ. 463.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 121/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-1-2011 को प्राप्त हुआ था ।

[सं. एल-22012/373/2003-आईआर(सीएम-II)]
डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 18th January, 2011

S.O. 463.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No 121/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Dhoptala Sub Area of Western Coalfields Limited, and their workmen, received by the Central Government on 18-1-2011.

[No. L-22012/373/2003-IR (CM-II)]
D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NAGPUR

No. 57/121/2004

Advocate for the workman is present. No body appears from the side of management. The workman is absent on call.

Perused the record. The case is fixed for filing evidence on affidavit of the workman. Advocate for the workman files a petition for time Heard. Time is allowed as a last chance to adduce evidence from the side of the workman on affidavit.

Call on 3-1-2011 for filing affidavit of the workman.

Advocate Sri B.N. Prasad and Sri S. T. Sahasrabudhe file joint Vakalatnama for the management.

Advocate for the workman files an application to close the case as withdrawn as the workman has already retired and not interested to pursue the case further and the union is also not interested to contest the case any more. Copy served. The advocate for the management has no objection to close the case.

In view of the application the case is closed as with drawn and the same be treated as a reference as no award. The petition be made part of the award. Send the award for notification.

J.P. CHAND, Presiding Officer

BEFORE THE HONOURABLE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NAGPUR

Reference Case No. CGIT/NGP/121/2004

Between : The Sub-Area Manager,
Dhooptalla Sub Area of W.C.L.
P.O. Sast, Teh. : Rajura,
Chandrapur (M.P.)

... Party No. 1

AND

Their Workman

(Case of Sri. K. R. Kamila)

... Party No. 2

APPLICATION OF PARTY NO. 2 TO KINDLY PASS ORDER FOR CLOSING THE CASE AS WITHDRAWN

(1) The Counsel of Party No. 2 submits that he has sent number of letters to the President Koyla Shramik Sabha (H.M.S.) Kharabe Building. Nagpur including last letter dated 22-11-2010 (sent by Post Regd. A/D.)

(2) That the counsel also contacted over phone at times the Area Union Representative, Ballarpur Area of K.S.S. (H.M.S.) Sh. Anil Morpakka who informed that the workman Sh. K. R. Kamila has since retired and is not interested to pursue the case further and thus the union as well.

(3) The view of above submissions it is prayed to close the case as withdrawn.

Prayer : Accordingly

Sd/-

K. K. YADAV, Counsel for Party No. 2/Workman

Nagpur,

Dated : 3-1-2011

नई दिल्ली, 18 जनवरी, 2011

का.आ. 464.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ.सी.आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कोलकाता के पंचाट (संदर्भ संख्या 51/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-1-2011 को प्राप्त हुआ था ।

[सं. एल-22012/161/1999-आईआर (सी-II)]
डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 18th January, 2011

S.O. 464.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No 51/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata 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 18-1-2011.

[No. L-22012/161/1999-IR (C-II)]
D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 51 of 1999

Parties : Employers in relation to the management of The Distt. Manager, FCI, Hyde Road Extn.

AND

Their workmen.

Present : Mr. Justice Manik Mohan Sarkar, Presiding Officer

Appearance :

On behalf of the Management : Mr. B.K. Das, Ld. Advocate.

On behalf of the Workmen : Mr. S. Majumdar, Ld. Advocate with Mr. R. Talukdar, Ld. Advocate.

State: West Bengal Industry: Food

Dated : 3rd January, 2011

AWARD

By Order No.L-22012/161/99-IR(CM-II) dated 22-11-1999 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

> "Whether the action of the Distt. Manager (PD). Food Corporation of India, 27, Hyde Road Extn. Calcutta-88 in (i) not regularizing the services of two casual sweepers namely Smt. Lakshmi Devi and Sh. Rajesh Dhanuk, although , they have been working before the cut off date of 2-5-86 and (ii) retrenching the six casual sweepers namely Smt. Lakshmi Devi, Sh. Rjesh Dhanuk, Sh. Lakshmi Narayan Hela, Sh. Raju Das, Sh. Binod Dhanuk and Sh. Ramu Mullick without following the provisions under Section 25F of the I.D. Act 1947 is legal and justified? If not, to what relief are the workmen entitled?"

2. In the statement of claim of the workmen union the claimant's story has been stated as, two casual sweepers, namely, Smt. Lakshmi Devi and Shri Rajesh Dhaunk were engaged at D.O. (PO), FCI for cleaning latrines, toilets of office building including Police Barrack from 08.02.1984 and 01.12.1985 respectively. Since there has been a long standing demand from various unions as well as FCI Mazdoor Union, for regularization of casual, daily rated workers engaged in FCI who were rendering service to the establishment for a substantial period of time, on consideration of the same the management of FCI decided to absorb those casual daily rated workers engaged prior to 02.05.1986 and names of eligible workers were invited from different depots and offices of F.C.I. and a complete list of left out cases were called from the District Manager (P.D.). Though one Assistant Manager (H.K.) through letter dated 21-7-1994 expressed that due to inadvertence or negligence or mistake names of some casual sweepers who were engaged prior to cut-off date could not be submitted. The management of FCI did not accede to the lawful request/demand of the union and not taking steps towards regularization of two workers, namely, Smt. Lakshmi Devi and Shri Rajesh Dhanuk in contravention of the policy promulgated towards regularization of casual daily rated workers engaged in the establishment prior to 2-5-1986. FCI Employees Union raised a dispute before Conciliation officer regarding such regularization of casual workers and thereupon on 7-10-1996 a meeting was held in the office of the Regional Labour Commissioner (Central) in New Delhi and the said union and the management of FCI participated in the discussion and it was categorically expressed that casual workers engaged prior to 2-5-1986 and in service on the date of discussion would be regularized in terms of the Circular No. EP-1(4)/85-Vol. II dated 6-5-1987 and also expressed that the other casual workers in categories III and IV appointed after 2-5-1986 and also completed 240 days continuous service should also be regularized and the management would have no justification in retrenching the said workmen appointed on or after 2-5-1986. It is further claimed that in exercise of unfair labour practice the management terminated services of six casual workmen, namely, Smt. Lakshmi Devi, Shri Rajesh Dhanuk, Shri Lakshmi Narayan Hela, Shri Raju Das, Shri Binode Dhanuk and Shri Rami Mallick and those were effected by an order dated 1-5-1998. The union raised an industrial dispute thereupon at tripartite level before the Regional Labour Commissioner (Central), Kolkata for regularization of above stated casual workers and the management of FCI called upon to submit its written comment by the Labour Commissioner and both the parties were called for joint discussion on 14-10-1998. Immediately preceding that date, on 13-10-1998 the said six casual sweepers were disengaged by a ugly display of unfair labour practice by ignoring all obligations and statutory liabilities imposed upon the management by the provisions of Industrial Disputes Act. Thereafter the union made several correspondences over the said issue to different officers of the management of FCI in course of the conciliation

process and ultimately the conciliation process failed and the Conciliation Officer submitted a failure report. Thereafter the present reference has been made.

3. The management of FCI in its written statement has denied the allegations made by the workmen union and submitted that the District Manager (P.D.) discontinued work of six casual sweepers with effect from 1-5-1998 and subsequently they were allowed to continue with effect from 20-5-1998 and the necessity for such re-engagement of the casual labourers were intimated to the Assistant Labour Commissioner (Central). The FCI management decided to absorb and/or regularize the casual workers prior to 2-5-1986 and the names of Smt. Lakshmi Devi and Shri Rajesh Dhanuk were forwarded for regularization. The six casual sweepers who were engaged in the establishment on different dates between 1984 and 1991 under instruction from the FCI Head Quarters and the District Manager (P.D.) tried to disengage them from 09.05.1998 and the union agitated against the contemplated action of the management and so by a subsequent order these casual labourers were re-engaged at Jinjirapool Depot under D.M. (P.D.) with effect from 8-3-1999 for clearing latrine, sweeping the office floor etc. The issue of alleged discontinuation of casual sweepers were placed before the Regional Labour Commissioner at Nizam Palace, Kolkata, but the conciliation failed since the union was in favour of referring the dispute to voluntary arbitration which the management opposed and ultimately the management has claimed that the claim raised by the union is malafide and illegal.

4. Rejoinder filed by the workmen contains denial of the statements made by the management in its written statement and repetition of the contents of the statement of claim of the workmen union.

5. As stated in the initial paragraph, this reference has been made to ascertain the action of the management Corporation whether justified, in two fold queries, firstly in not regularizing services of two casual sweepers, namely, Smt. Lakshmi Devi and Shri Rajesh Dhanuk although they have been working since before the cut-off date of 2-5-1986 and secondly, in retrenching the six casual sweepers, namely, Lakshmi Devi, Shri Rajesh Dhanuk, Shri Lakshmi Narayan Hela, Shri Raju Das, Shri Binode Dhanuk and Shri Rami Mallick was without following the provisions of Section 25F of the Industrial Disputes Act, 1947.

6. Admittedly, the first two workers, namely, Smt. Lakshmi Devi and Shri Rajesh Dhanuk were engaged as casual sweepers since before the cut-off date and the rest four were engaged for the same work after the said cut-off date. It is also revealed from the side of the management Corporation that they were engaged initially for a limited period for cleaning operation of the latrine and sweeping office room etc. as the said service was needed from time to time. It is nobody's denial that the said sweepers were intermittently engaged and discontinued periodically as they were engaged for limited purpose only.

7. The issue involved here is whether the claim of the workers for regularization of the services of Smt. Lakshmi Devi and Shri Rajesh Dhanuk can be entertained or whether the compliance under Section 25F of the Industrial Disputes Act, 1947 may be considered for the act of retrenchment of Smt. Lakshmi Devi and Shri Rajesh Dhanuk and four other workers who were admittedly engaged after the cut-off date. The learned Advocate for the workmen, Mr. Majumdar submitted that Ext. M-10 acts as a guideline to the claim for regularization of the services of Lakshmi Devi and Rajesh Dhanuk. On going through the said Ext. M-10 it is found that it was a letter from the Senior Regional Manager of the Food Corporation of India at its Calcutta Office to the Zonal Manager (East) in Calcutta and therein it has been stated that the six casual sweepers were engaged and re-engaged as per direction of the A.LC. (C). In the said letter the incident of engagement of the said six casual labourers were detailed and a suggestion was forwarded from the writer of the said letter to the Zonal Manager for regularization of the services of two casual sweepers, namely, Smt. Lakshmi Devi and Shri Rajesh Dhanuk as they were engaged prior to the cut-off date and in respect of four other casual workers, their names were forwarded by the said writer for retrenchment after observing the formalities under the Industrial Disputes Act. So it is revealed that the matter of regularization of the two casual workers were proposed from one office to the other office of the management Corporation and the same was pending for its executive consideration of the Corporation. The proposal for retrenchment of other four casual sweepers on compliance of the provisions of the I.D. Act in respect of giving notice and compensation to that effect is also pending for the executive consideration and no, paper is forthcoming to show that the said proposals were answered by the office to which it was addressed.

8. Now the question arises whether this Tribunal sitting as an adjudicator can give any direction to the executive concerned by the provision of legislation to get the regularization done by an order of the Tribunal and also give direction to the management Corporation to comply with the provisions of Section 25F of the Act for retrenchment of four other casual workers.

9. In this context a reference may be made to the deposition of management witness. MW-1, Pranab Kumar Sengupta, an employee of the Regional Office at Calcutta of the management Corporation who has stated that no appointment letter was issued for engagement of the said six casual sweepers, nor any notice of retrenchment was issued to them for discontinuation of their engagement. This witness in course of his cross-examination has stated

that the said casual sweepers were initially engaged for a limited period of 15 days in a month and thereafter it was increased to the monthly engagement for 15 to 20 days. From the said statement of MW-1 it is revealed that the engagement of these casual sweepers was made for a time bound programme and time to time they were asked to do the job for which they were engaged and on expiry of the period after engagement, automatic disengagement was done and that too not by any action of the management, Corporation for retrenchment.

10. Whatever may be the action in respect of engagement and disengagement of these casual sweepers, now a question arises for consideration in the present context as to whether these casual sweepers, specially, Lakshmi Devi and Rajesh Dhanuk can claim regularization of their services under the management Corporation.

11. It is revealed from the respective parties case, these casual sweepers were engaged, perhaps, orally since there was no letter of appointment. Though the management Corporation has given the details from which date they were engaged. In other words, it can be safely stated that the engagement of these casual workers was done not following the rules and regulation of appointment of employees under the Corporation. Admittedly, the Food Corporation of India is a government instrumentality and it is guided by the Acts and Rules as provided to that effect for its operation and other affairs including recruitment of employees. In this context a recollection should be made to the provision of Article, 309 of the Constitution of India where it has been stated that 'the Acts of the appropriate legislature may regulate the recruitment and condition of service of persons appointed to public service and posts in connection with the affairs of the union or any state' and formulation of rules regulating recruitment and the condition of service of persons appointed has been prescribed to be made by a competent authority in that respect.

12. In this context also a referenced may be made to the decision of the Hon'ble Apex Court in Secretary, State of Karnataka & Ors. v. Uma Devi & Ors. (AIR 2006 SC 1806). Wherein the Hon'ble Apex Court, Constitutional Bench held :

> "38. When a person enters a temporary employment or gets engagement as a contractual or casual worker and the engagement is not based on a proper selection as recognized by the relevant rules or procedure, he is aware of the consequences of the appointment being temporary, casual or contractual in nature. Such a person cannot invoke the theory of legitimate expectation for being confirmed in the post when an appointment to the post could be made only by following a proper procedure for selection and in concerned cases, in consultation with the Public Service Commission. Therefore, the theory of legitimate expectation cannot be successfully advanced by temporary, contractual or casual employees. It cannot also be held that the State has held out any promise while engaging these persons either to continue them where they are or to make them permanent. The State cannot constitutionally make such a promise. It is also obvious that the theory cannot be invoked to seek a positive relief of being made permanent in the post."

The said Hon'ble Court further held:

> "There is no fundamental right in those who have been employed on daily wage or temporary or on contractual basis, the claim that they have a right to be absorbed in service. As has been held by this Court, they cannot be said to be holders of a post, since a regular appointment could be made only by making appointments consistent with the requirements of Articles, 14 and 16 of the Constitution."

13. Mr. Majumder the Learned Advocate for the workmen submitted that these workers, specially, Smt. Lakshmi Devi and Shri Rajesh Dhanuk worked for a considerable period and are still continuing since their initial engagement in the year 1984 and their long engagement on daily wages assignment should be considered with sympathy and their long service with the management Corporation, as given then a hidden right to claim their regularization. In this context, Mr. Majumder also claimed that by denying regularization of these casual sweepers the Management Corporation has done an unfair labour practice as per provision of Item 10 of the Fifth Schedule and also Sections 25D and 25U of the Industrial Disputes Act, 1947.

14. In respect of long engagement, the Hon'ble Constitutional Bench in Uma Devi case (supra) it has been held

> ". . . In most of these cases, no doubt, the employees had worked for some length of time but this has also been brought about by the pendency of proceedings in Tribunals and Courts initiated at the instance of the employees. Moreover, accepting an argument of this nature would mean that the State would be permitted to perpetuate an illegality in the matter of public employment and that would be a negation of the constitutional scheme adopted by us, the people of India."

The Hon'ble Court further held "When the Court is approached for relief by way of a writ, the count has necessarily to ask itself whether the person before it had any legal right to be enforced." In this context the Hon'ble

Constitutional Bench further held against an argument that in denying regularization would be violative of Article, 21 of the Constitution. That there are so many waiting for an equal opportunity for employment and it is in that context that the Constitution has one of its basic feature as included in Articles, 14, 16 and 309 so as to ensure that public employment is given in fair and equitable manner by giving all those who are qualified an opportunity to seek employment. In the guise of upholding rights under Article, 21 of the Constitution of India, a set of person cannot be preferred over a vast majority of people waiting for an opportunity to compete for State employment. In this context the Hon'ble Bench further held:

> "It also appears to us that importing these theories to defeat the basic requirement of public employment would defeat the constitutional scheme and the constitutional goal of equality"

Next the Hon'ble Bench further held:

> "... Their right to employment, if it is a part of right to life, would stand denuded by the preferring of those who have got in casually or those who have come through the back door."

From the above referred version of the Hon'ble Constitutional Bench it can be stated that unless the engagement or appointment whatever it may be, is done by following the proper recruitment rules of the employer in that respect, temporary, casual or daily-rated worker cannot claim permanent status by way of regularization since no legal right in that respect is created in such employment or worker in contravention of the constitutional provision thereto.

15. In respect of argument by Mr. Majumder of unfair labour practice, the provision thereof is to be seen in the Fifth Schedule of the Act wherein "To employee a workman as 'badlis', casuals or temporaries and to continue them as such for years, with the object of depriving them of the status and privileges of permanent workmen" has been described as an unfair labour practice. In this context the provision of Section 25T of the Act can be referred to wherein it has been stated that no employer or workman or a trade union, whether registered under the Trade Unions Act, 1926, or not, shall commit any unfair labour practice. Section 25U of the Act has provided penalty for committing such unfair labour practice.

16. On going through the provision of the unfair labour practice in the Act it appears that it is the prohibitory provision and commission of such act is provided with penalty provisions. It is not a curable provision favouring a temporary, casual, daily-rated worker as badli for getting them regularized only after long service with the employer concerned. In this context, reference may be given to an unreported decision of the Hon'ble Division Bench of the Calcutta High Court in FMA No. 2345 of 2005 (Food Corporation of India v. Central Government Industrial Tribunal, Asansol & Ors.) wherein it has been held:

> "There is no such provisions in the four corners of the statute, namely, Industrial Disputes Act, except the penal consequences in the event any workman is continued in casual status for continuous period to grant absorption in service by elevating status from casual to permanent appointee, in a permanent post."

17. In respect of claim for compliance of the provision under Section 25F of the Industrial Disputes Act. 1947 for the act of retrenchment of four casual sweepers. It is found from the submission of both the sides that the engagement and disengagement of the casual sweepers was a regular affair in the establishment of the management Corporation. It is argued by Mr. Majumder on behalf of the workmen that though there was a temporary disengagement before re-engagement during that period, the said casual workers were left without any wage and in financial distress and the said loss on their part should have been compensated by the management Corporation by way of payment of compensation. In the said context it is found that the management Corporation has stated in course of the hearing of the present reference that none of these casual sweepers were disengaged by the any notice and whatever made in respect of their engagement, was oral or was done by way efflux of time. The act of the management Corporation by re-engaging them within a short period of time, shows that this act of re-engagement has been done by the concealed act of compensation and no right accrued in the four casual sweepers for getting any compensation since they are still doing work as casual sweepers in the meantime. Further, it may be mentioned in this context that the engagement of Smt. Lakshmi Devi and Shri Rajesh Dhanuk was done before the cut-off date of 2-5-1986 and thereby the Ld. Advocate for the workmen claimed that in the said provision of cut-off date there was a provision of regularization of casual workers who were engaged before the cut-off date. It has already been discussed that there was an effort on the part of the office of the management Corporation which engaged these casual sweepers for getting them regularized and a proposal thereto has been made to their higher authority and the matter is pending in the executive level. In that context, the casual sweepers in the present reference have not accrued any right to say in support of their claim for regularization since the proposal from the office of their work has not yet been answered since no such document is forthcoming in the present reference.

18. In such circumstances, in view of all the discussions made above, I have no hesitation to hold that the act of the management Corporation was justified in not regularizing services of Smt. Lakshmi Devi and Shri Rajesh Dhanuk in the meantime and not following the

provision of Section 25F of the Industrial Disputes Act, 1947 in respect of other four casual sweepers, namely, Shri Lakshmi Narayan Hela, Shri Raju Das, Shri Binode Dhanuk and Shri Rami Mallick since no such occasion has arose. So, the concerned workmen have no case before this Tribunal and so, the action of the management Corporation is found to be justified.

An Award is passed accordingly.

JUSTICE MANIK MOHAN SARKAR, Presiding Officer

Dated, Kolkata.

3rd January, 2011.

नई दिल्ली, 18 जनवरी, 2011

का.आ. 465.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 102/1994) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-1-2011 को प्राप्त हुआ था।

[सं. एल-22012/82/1994-आईआर (सी-II)]
डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 18th January, 2011

S.O. 465. —In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No 102/1994) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SECL and their workman, which was received by the Central Government on 18-1-2011.

[No. L-22012/82/1994-IR (C-II)]
D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

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

NO. CGIT/LC/R/102/94

Presiding Officer : Shri Mohd. Shakir Hasan.

Shri D. Jaiswal,
General Secretary,
R.K.K.M.S (INTUC),
Hasdeo Area, PO North
Jhagrakhand Colliery,
Distt. Surguja (MP)

Workman/Union

Versus

General Manager,
Chirimiri Area of SECL,
P.O West Chirimiri Colliery,
Distt. Surguja (MP)

Management

AWARD

Passed on this 3rd day of January, 2011

1. The Government of India, Ministry of Labour vide its Notification No.L-22012/82/94-IR(C-II) dated 18-7-94 has referred the following dispute for adjudication by this tribunal :—

> " Whether the action of the management of North Chirimiri Colliery under Chirimiri Area of SECL in employing 18 workers mentioned in the Annexure on the Tub repairing work between the period 1973 to 1990 as contract labour was bonafide or it was camouflage? If not, to what relief the concerned workmen are entitled to?"

2. The case of the Union/workmen in short is that the workmen were member of the Trade Union. They were working as a Tub Repair workers in the North Chirimiri Colliery through name sake contractor since 1973 to 1990. Deo Narayan was himself a Tub Repair worker but he was named as contractor. After his death his son Ram Tapeshwar was named as a contractor who also worked as Tub Repairer. It is stated that there was regular maintenance work of tub repair and the management had employed Tub Repair employee in other mines. The supervision of work was of the management and it was in the premises of the mines. The management used to supply materials and equipments for the work. Their work is a permanent and perennial nature. It is stated that in similar circumstances the case was referred to the Arbitrator and the award was passed and the worker of Tub repair of Hasdeo Area of SECL are regularized. On these grounds, it is submitted that these workmen be regularized in the service of the management.

3. The management also appeared and filed Written Statement in the case. The case of the management, interalia, is that the work of tub repairing was done by the employees of North Chirimiri Colliery on the strength of two Mistri and four Mazdoors but when the departmental personnel could not complete the work then only occasionally work of tub repairing was given to contractor intermittently. During the last seven years, the work taken from the contractor were three weeks in 1986, one week in 1988 and one month in 1990. The workmen were employed by the contractor during the said period. It is submitted that the workmen are not entitled to any relief.

4. The Union/workmen after filing statement of claim became absent. Lastly the then Tribunal proceeded exparte against the Union/workman on 16-2-2006.

5. On the basis of the pleadings of both the parties, the following issues are framed—

I. Whether the action of the management in employing 18 workers on tub repairing work as contract labour was bonafide?

II. Whether the alleged contract was sham or bogus?

III. To what relief the workmen are entitled?

6. Issue Nos. I & II

In order to prove the case, the management has adduced oral and documentary evidence. Management witness Shri R.K.Tare was working as Foreman Incharge in North Chirimiri Colliery of SECL at the relevant period. He has supported the case of the management. He has stated that the strength of Tub Repair workers in the colliery were two as Mistri and four as Mazdoors. He has stated that occasionally the work of tub repairing work was given to contractor and Shri Deo Narayan was engaged intermittently for repair of tub on contractual basis. After his death his son was given contractual work. To support this fact, the management has filed copy of work orders and relevant bills which are marked as Exhibit M/1 to M/17. The evidence of the management is unrebutted. There is no other evidence to impeach the credit of the witness of the management. I do not find any reason to disbelieves these evidence. It is clear that the workmen were engaged occasionally on contractual basis through contractor. These issues are decided in favour of the management and against the workmen/Union.

7. Issue No. III

On the basis of the discussion made above, the workmen are not entitled to any relief. Accordingly the reference is answered.

8. In the result, the award is passed without any costs.

9. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 18 जनवरी, 2011

का.आ. 466.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 112/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-1-2011 को प्राप्त हुआ था।

[सं. एल-22012/323/2001-आईआर (सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 18th January, 2011

S.O. 466.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No 112/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the industrial dispute between the management of New Majri Open Cast Sub Area of WCL and their workman, received by the Central Government on 18-1-2011.

[No. L-22012/323/2001-IR (CM-II)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/ 112/2002

Date: 04-01-2011.

Petitioner/Party No.1 : Shri Lomesh Maroti Khartad, General Secretary, National Colliery Workers Congress, Dr. Ambedkar Nagar, Ballarpur, PO & Tah.Ballarpur, Distt. Chandrapur.

Versus

Respondent/Party No.2 : The Sub Area Manager, New Majri Open Cast Sub Area of WCL, Post - Shivjinagar, Chandrapur.

AWARD

(Dated: 4th January, 2011)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Govenment has referred the industrial dispute between the employers, in relation to the management of New Majri Open Cast Sub Area of WCL and their workman, Shri Mahendra Singh S/o Shri Jagat Singh for adjudication, as per letter No.L-22012/323/2001-IR(CM-II) dated 30-7-2002, with the following schedule :—

"Whether the action of the management of New Majri Open Cast Sub Area of Western Coalfields Ltd., in not considering the objection of Shri Mahendra Singh S/o Sh. Jagat Singh, Sr. Mechanic with regard to his date of birth and not correcting it from 2-1-45 to 7-4-47 is legal and justified? If not, to what relief the workman is entitled?"

2. On receipt of the reference, the parties were noticed to file the statement of claim and written statement and accordingly, the workman filed his statement of claim through his union and the management of the W.C.L. filed the written statement. The workman in his statement of claim has claimed that the workman was appointed at Umrer Project on 23-12-1963 and was promoted as Senior Mechanic and presently working at New Majri open cast Sub Area of W.C.L. and there are six National Coal Wage Agreements (N.C.W.A.) till now and the said agreements cover the wage structure including dearness allowance, fitment in the revised scale of pay, fringe benefits, service conditions and other allied matters and such agreements apply to all the employees of the coal industry and the procedure of determination / verification of the age of the employees as finalized by the Joint Bipartite Committee for the Coal Industry was circulated by the management for implementation vide implementation instruction No.37 dated 5-2-1981 and subsequently the said implementation instruction No.37 was revised as per the recommendation of the service records committee and implementation instruction No.76 vide No.CIL/NCWA-III/I.I.No. 76 / 88 / 185 dated 25-4-1988 was issued and in compliance of the instructions, W.C.L. issued printed forms with the nomenclature "Seva Abhilekh/Sevavrita Se Mahatwapurna Vivaran" to all the employees for correction of service particular, if any and as such, he applied for correction of. his date of birth from 2-1-1945 to 7-4-1947 in the service record in the prescribed proforma supplied by the management and it was obligatory on the part of the management to take further steps for correction of his date of birth but nothing was done by the management in this regard, in spite of his repeated approach and ultimately the union approached the management by letter No.826 dated 26-8-2000 alongwith his service excerpts and other documents and he also filed an affidavit sworn by him on 17-10-2000 before the Executive Magistrate, Tarda, Hoshiarpur, Punjab to the effect that his date of birth is 7-4-1947; but the management did not consider his demand and as no response was made by the management, the matter was raised by the union before the Asstt. Labour Commissioner (Central), Chandapur, but as the management did not agree to settle the matter, failure report was submitted to the Government. It is further pleaded by the workman that he had submitted the certificate of. "Middle Standard Examination Boys and Girls" session 1961-62 issued by . District Inspector of Schools dated 1-4-1962, in which, his date of birth has been mentioned as 7-4-1947 and of his passing Middle Standard Examination in third division and according to clause (B)(i)(a) of implementation instruction No.76, "In the case of existing employees Matriculation certificate or Higher Secondary certificate issued by the recognized universities or board or middle pass certificate issued by the Board or Education and/ or Department of public instruction and admit cards issued by the aforesaid bodies should be treated as correct provided they were issued by the said universities / boards/ institutes prior to the date of employment" and his case totally fits in the above criteria and therefore his case should have been considered by management on the basis of instruction No.76 and at the time of his initial appointment at Umrer open cast project, his date of birth was recorded as 2-1-1945 arbitrarily and without any basis by the management, as per practice during relevant time and the management has been correcting the date of birth in accordance with the provisions of implementation instruction No.76 and during the meeting held with the representatives of RKMMS union on 3rd and 6th on D(p) level and on 7th March, 2000 at CMD level of WCL, Nagpur, the management had again agreed that further disputed cases, if any, would be dealt with in accordance with the provisions of instruction No.76 and therefore, he is fully and legally entitled for correction of his date of birth from 2-1-1945 to 7-4-1947. The workman has prayed for a direction to correct his date of birth from 2-1-1945 to 7-4-1947.

3. The management of W.C.L. in its written statement has pleaded inter-alia that the workman was appointed on 23-12-1963 at Umrer project of the erstwhile M/s National Coal Development Corporation Ltd., a Government of India undertaking and in the year 1973 the same came under the administrative control of W.C.L. and at the time of his initial appointment, the workman was required to furnish particulars like name, father's name and date of birth etc. for preparing his service register and the workman while furnishing these particulars, inter-alia mentioned his date of birth as 2-1-1945 under his L.T.I. and signature and for every employee and workman, who is appointed in a coal mine, entry of his particulars are made into statutory Form 'B' register as per the Mines Act, 1952 and Rules made thereunder and in the said Form 'B' register, which bears the signature of the workman (Shri Mahindra Singh), his date of birth has been recorded as 2-1-1945 and in 1975, the workman was transferred to the then Wardha Valley Area and posted at New Majri open cast colliery and L.P.C. alongwith the extract of the service register of the workman was sent by Umrer project to New Majri, in which the date of birth of the workman was recorded as 2-1-1945 and while furnishing the particulars of his service register at Majri Colliery, the workman mentioned his date of birth as 2-1-1945 and the said document contains his signature and L.T.I. and at the time of such important two stages, the workman did not object about any mistake in recording his date of birth and the same requiring correction and in the year 1987-88, the service excerpt of the workman was communicated to him in accordance with the decision of the JBCCI and in the said communication also, his date of birth was communicated as 2-1-1945 and while returning the form, the workman mentioned that his date of birth should be 7-4-1947, but neither he mentioned as to why and on what basis he wanted to change his date of birth

nor he enclosed any document in support of his claim and as such, the management rightly did not change the date of birth, which was recorded in the statutory registers and remained unaltered for nearly 24/25 years and thereafter also, the workman did not make any further representation for the alleged correction of his date of birth and after a silence of nearly 12 years, at the fag end of the career of the workman, an industrial dispute was raised by the union demanding the correction of the date of birth of the workman as 7-4-1947 and in support of such claim, one certificate from the Education Department of Punjab issued by the District Inspector of Schools, Hoshiarpur District was produced, which was shown to have been issued on 1-4-1962 and on careful reading of the said certificate, it was found that the issuance of the said certificate was earlier to the appointment of the workman on 23-12-1963, in other words, when the workman came into employment in Umrer project, he was in possession of the said certificate and if he was in possession of the certificate, then why he did not produce the same and declared his date of birth as 2-1-1945, and the possibilities for the same as emerge are that in a Coal mine, no person is eligible for employment unless he has completed 18 years of age and as the workman as per his age recorded in the school certificate i.e. 7-4-1947 had not completed 18 years of service on 23-12-1963, at the time of taking employment, deliberately concealed his real age to obtain the employment or in the alternative, he might have obtained a forged certified solely for the purpose of getting his age extended and in the certificate, the name as mentioned is "Mohinder Singh", whereas, in the records of the WCL the name of the workman has been mentioned as Mahendra Singh/ Mahender Singh and even such slight deviation in the spelling in the name of the person casts doubt upon his genuine identity and the workman did not ever approach the management for correction of his name and from the facts, the normal conclusion one can arrive at is that the workman played a fraud, while seeking alternation of his date of birth and as such, if the demand of the workman is granted, it will amount to giving a premium to dishonesty and fraud and the management could have initiated disciplinary proceedings against him, however, as he is at the fag end of his career, no action was taken against him and the workman never pleaded at any stage that he had wrongly declared his date of birth in his service records and he had also not furnished any reason for such a mistake, although he had many opportunities for getting the correction made and the most probable reason for such inaction of the workman is that the moment he would raise the issue, the fraud played by him would have been detected and he might be subjected to disciplinary action and the workman is an educated person and he had signed his service records with the full knowledge of the entries therein, therefore, there was hardly any scope of wrong entry taking place and the workman's case is not that his date of birh was wrongly recorded in his service-sheet but his case is that the recorded date of birth should be corrected on the basis of the school certificate, which has been produced so belatedly and was never submitted to the management and the workman had the opportunities as mentioned below to get his date of birth corrected, if it had any merit :—

(i) At the very initial stage when he entered the service of the employer, he saw the entry of age in his service record and while putting his signature on the declaration given by him, he should have taken the help of the school certificate.

(ii) When he signed the statutory Form 'B" register having the particulars given by him but did not request for the correction of date of birth;

(iii) He was transferred to New Majri Open cast Mine in January, 1975 and at the said Mine, again his name and other particulars were entered in the statutory Form 'B' register and while preparation of such register, his age was again recorded as 2-1-1945;

(iv) At New Majri Open cast mine, the workman gave a declaration in the year 1982 about his name, father's name, age, nationality and village home address etc. and in the said declaration also, he gave his date of birth as 2-1-1945 having his finger prints and signature. But he did find any mistake or error in his declared age;

(v) When the service excerpts were given to him in the year 1987-88 in terms of N.C.W.A., though he mentioned that his date of birth should be 7-4-1947, he did not represent nor file any document to substantiate his claim and if he had the school certificate, he should have produced the same.

(vi) When his request in 1987-88 was not considered, he should have appealed to the Higher Authority or would have taken the help of the union, but he remained silent for nearly 12 years, before his cause was espoused by the newly established union R.K.M.S. in the year 2001 and the above circumstances go to prove that the claim of the workman is not bona fide and the same is motivated and manipulated and the workman/union has not given any justification for raising such a belated matter at the fag end of the career of the workman, who is due to be retired in 2005 and the Ministry of Energy, Deptt. of Coal, under whose jurisdiction, the coal companies are functioning has issued a guideline in

February, 1999, according to which, there are persons who have rendered or likely to render more than 45 years of service in coal mines and considering the retirement age of 60 years no person is supposed to serve for more than 42 years, (60 — 18 = 42) and if such cases are located, coal companies are advised to take disciplinary action and as such, the management reserve the right to deal with the case of the workman in accordance with the said guideline, if necessary and as such, the workman is not entitled to the reliefs claimed.

4. The workman in support of his claim besides examining himself as a witness has also examined one Shri Surendra Singh as a witness. One Shri T. R.Yadav has been examined as a witness on behalf of the management. Both the parties have also relied on documentary evidence.

The workman, in his examination-in-chief, which is on affidavit has reiterated the stands taken by him in his statement of claim and the rejoinder filed by him. However, in his cross-examination, he has stated that he joined service on 23-12-1963 in Umrer project of Ex. NCDC and for the purpose of Form 'B' register and other official purpose, his thump impression and signature were taken and his name and his father's name were filled up and they asked for the date of birth certificate and he said he did not have the same at that time and he would bring the same in near future and in 1972 he brought his middle school certificate issued from Education Department, Punjab and Babu replied that they had put his date of birth as 2-1-1945 and they cannot change the same, so he kept quiet and as long he worked in Umrer, he did not make any written representation for correction of his age and in 1975, he was transferred to Majri open cast and his date of birth was changed from 1947 to 1945 and in 1976, he made oral representation alongwith certificate to Shri M. B. Lamyia, Colliery Manager and though in the printed form, "Seva Abhilekh", he mentioned that his date of birth should be 7-4-1947, he was not given the reason as to why the same should be 7-4-1947 in place of 2-1-1945.

So far the evidence of the other witness examined on behalf of the workman is concerned, the same is of no avail to decide the issue in question as in his cross-examination, he has stated that he does not know the exact date of birth of the workman but he knows that there was a dispute about his age as told by the workman to him. However, it is found from the evidence of W.W. 2 that he was appointed in service even though he was below 18 years of age at the time of his appointment.

It is necessary to mention here that in paragraph 21 of the statement of claim, it has been mentioned that "the workman was appointed initially at Umrer open cast project and his date of birth was recorded arbitrarily as 2-1-1945 and without any basis by the management as per practice during relevant time". The above pleading clearly shows that the workman was aware of recording of his date of birth as 2-1-1945 at the time of his appointment. The workman has also admitted in his cross-examination that in 1972, he obtained the certificate and approached the management to note his date of birth as per the certificate but he was intimated by the Babu that they have already noted his date of birth as 2-1-1945 and they cannot change it. According to his own evidence, the workman knew about the recording of his date of birth by the management in the official documents as 2-1-1945 in 1972, but he remained silent and did not take any action for correction of the date of birth and only in 1988, for the first time in the prescribed form, supplied by the management, the workman mentioned that his date of birth should be 7-4-1947 but he did not even mention as to why there should be any change in his date of birth.

5. On behalf of the management, one Shri T. R. Yadav, who had worked as Personnel Officer at New Majri open cast Sub Area of WCL from 14-4-1986 to 31-7-1993 has been examined as a witness, who has stated that during his tenure of seven years, the workman had never represented to the management for correction of his date of birth as recorded in his service records.

6. At the time of argument, it was submitted by the learned advocate for the workman that in view of the documents produced by the workman including the pass certificate issued by the Education Department of Punjab, Driving Licence, Medical Card and Identity Card in which the date of birth of the workman has mentioned as 7-4-1947, the management should have changed the date of birth from 2-1-1945 to 7-4-1947 in view of implementation instructions No. 76. In support of such contentions, reliance was placed by the learned advocate for the petitioner on the decisions reported in 2007 (115) F.L.R.-427 (Mohase Matho Vs M/s. Central Coal Fields Ltd.), 2009 1 CLR 568 Calcutta High Court (Bablu Singh Vs Coal India Ltd. and others), (1999) 1 Supreme Court Cases 177 (Bharat Coking Coal Ltd. Vs Raghunath Balmiki and others), AIR 1986 S.C. - 132 (H. D. Singh Vs Reserve Bank of India), AIR 2000 SC - 1401 (Narsingh Pal Vs Union of India), 2001 LLR - 584 (Jharkhad High Court) (Balkeswar Vs Central Coal Fields Ltd. and another), AIR 2002 SC - 509 (Cement Corpn. of India Ltd. Vs Raghbir Singh), 2008, LAB IC - 2677 (Jharkhand High Court) (Kamta Pandey Vs M/s. BCCL and others) and AIR 1987 Karnatak - 186 (M. M. Yaragatti Vs Vasant and others).

7. On the other hand, it was submitted by the learned advocate for the management that the date of birth of the workman was noted as 2-1-1945 in the official records right from the date of his joining service in the year 1963 and he never produced the school leaving certificate till the issue was raised by the union in the year 2000 and the dispute was raised for correction of date of birth at the fag end of

service, with the object of continuing in service. It was also contend that had the workman produced the certificate, he could not possibly have been appointed on account of his being below the age of 18 years and as such, he intentionally suppressed his date of birth at the time of his entry into service at Umrer and such no action can be taken for correction of the age basing on such certificate. In support of such contentions, reliance has been placed on the decisions reported in 1995 LAB I.C. 1825 (Burn Standard Co. Ltd. and Others. Appellants Vs Dinabandhu Mazumdar and another) and 1995 LAB IC 1831 (Shinder Singh and Others Vs Punjab School Education Board and Another).

8. First of all, I will take of the contention raised by the management that had the petitioner produced his school leaving certificate, he could not possibly have been appointed on account of his being below the age of 18 years. Such contention cannot be accepted since it is a presumption. At the time of the appointment of the workman, the employer was under a different management and the present management cannot emphatically assert that the ex-employer strictly followed the Rule of 18 years as the age, the minimum age of appointment. Moreover, it is clear from the documents filed by the workman that many employees were appointed by the management even though they were below 18 years of age at the time of their appointment. In any case, the management cannot take any such benefit of the workman's actual age on the date of his appointment, at this stage.

9. So far the raising of the dispute by the workman regarding his date of birth at the fag end of his service is concerned, management relying on the decisions of the Hon'ble Apex Court reported in 1995 LAB IC - 1825 (supra) and 1995 LAB IC-1831 (supra) submitted that the claim of the workman cannot be entertained as he remained silent from 1963 till 2000 and raised the dispute at the fag end of his service.

On the other hand, it was contended by the learned advocate for the workman that the dispute was not raised by the workman at the fag end of his service but the same was raised as back as in 1988 but the management did not take any action in the matter and in the decision reported in AIR 2002 - 509, the Hon'ble Apex Court entertained the dispute raised by the employee regarding his date of birth even after his retirement and directed payment of back wages for two years and as the same is a later decision of co-equal bench of the Hon'ble Apex Court, than the two decisions of the Hon'ble Apex Court, on which reliance has been placed by the management, the later decision should be followed; in view of the decision of the Hon'ble High Court of Karnaka as reported in AIR 1987 Karnataka-186 (supra).

It is settled beyond doubt that when there is any conflict between the decision of co-equal benches of the Hon'ble Apex Court, than the later view should be followed. However, with respect, I am of the view that the decision as reported in AIR -2002 - 509 (supra) is not directly on the point in issue. However, taking into consideration the rival submissions pleadings and the case law on the subject, it cannot be said that the workman raised the dispute at the fag end of his service. Moreover, the admitted fact remains that the instruction No.76 is enforceable and binding and that the workman did raise his age dispute in 1988, when the service excerpts were supplied to him itself and again in 2000.

10. The admitted position remains that the instruction No.76 of National Wage Agreement-III is applicable and binding upon the management of WCL as well as to the workman. The instruction No.76 is a bilateral agreement between the company and the union and this deals with the procedure for verification of the age of the employees. Clause (B) of Instruction No.76 which provides for the review of determination of date of birth in respect of existing employees is reproduced below:

> (B) Review determination of date of birth in respect of existing employees.
>
> (i)(a) In case of the existing employees Matriculation Certificate or Higher Secondary Certificate issued by recognized university or Board or Middle pass certificate issued by Board of Education and/or Department of Public Instruction and admit cards issued by the above Boards should be treated as correct provided they were issued by the said university/board/instructions prior to the date of employment.

11. In the present case at hand, the workman has claimed his date of birth to be 7-4-1947, mainly basing on the alleged certificate issued by the Education Department. Admittedly, the workman has not submitted any Matriculation or Higher Secondary Certificate issued by recognized university or board. The workman has claimed the certificate to be Middle pass certificate. However, on perusal of the said certificate, it is found that the same is a mark sheet of the middle standard examination for boys and girls issued by the Education Ddepartment, Punjab. It is also found that the same is issued by the District Inspector of Schools, Hoshiarpur District. The said mark sheet cannot be said to be a middle pass certificate issued by Board of Education or department of public instruction as required by clause B(i)(a) of the Instruction No. 76. Hence, basing on the said document, the date of birth of the workman cannot be changed.

12. So far the other documents produced by the workman are concerned, it is necessary to mention here that the workman has relied on the xerox copy of an Identity Card alleged to be issued in his favour showing his date of birth as 7-4-1947. However, being directed by the

Tribunal, the workman failed to produce the original identity card. On perusal of the xerox copy of the identity produced by the workman, it is found that the same is not similar to the other xerox copy of identity cards produced by the workman himself. No serial number has been mentioned in the said card, though in all other identity cards produced by the workman of other employees bears serial number. The identity card has not been signed by the workman and so also by the L.W.O. On the other hand, the management has produced the xerox copy of the identity card issued to the workman alongwith the document showing receipt of the said identity card by the workman. On the identity card so produced by the management, the date of birth of the workman has been mentioned as 2-1-1945. The workman has also not disputed that the said identity card was not issued to him. Hence, the genuineness of the identity card produced by the workman is doubtful and no reliance can be placed on the same.

So far the driving licence produced by the workman is concerned, the management has nothing to do with the date of birth mentioned in the same and the same and driving licence are also of no use in view of the Instruction No.76.

On the other hand, the documents produced by the management show that the workman has mentioned his date of birth as 2-1-1945 himself in the Forms PS-1, 3 and 4 besides signing the Form 'B' register and service register, wherein his date of birth has been mentioned as 2-1-1945. In view of the evidence on record and the discussions made above, it is found that the management is justified in not correcting the date of birth of the workman. Hence, it is ordered :—

ORDER

The action of the management of New Majri open cast Sub Area of Western Colafields Ltd. in not considering the objection of Shri Mahendra Singh S/o Jagat Singh, Sr. Mechanic with regard to his date of birth and not correcting it from 2-1-1945 to 7-4-1947 is legal and justified and the workman is not entitled for any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 18 जनवरी, 2011

का.आ. 467.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 280/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-1-2011 को प्राप्त हुआ था।

[सं. एल-12012/102/99-आईआर (बी-I)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 18th January, 2011

S.O. 467.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 280/99) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur 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, received by the Central Government on 17-1-2011.

[No. L-12012/102/99-IR (B-I)]
RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SRI RAM PARKASH, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 280 of 99

Sri Hari Kishan,

S/o Sh. Somai,

Prajapati C/o Sh. B.P. Pandey,

106/371, Hiraganj, Kanpur.

Versus

The Manager,

State Bank of India,

Government Business Branch,

15/54, Civil Lines, Kanpur.

AWARD

1. Central Government, MoI, GoI, New Delhi, vide notification No. L- 12012/102/99/IR(B-I) dated 13/20-10-99 has referred the following dispute for adjudication to this tribunal.

2. Whether the action of the management of Chief Manager State Bank of India, Mall Road, Kanpur, in terminating the services of Sri Hari Kishan with effect from 1-03-93 and not giving employment again is legal and justified?

If not, to what relief the workman is entitled ?

3. Brief facts are—

4. The claimant alleges that he was appointed against the vacant post of cash coolie and the work of bundling the currency note, placing the concerned ledgers at the relevant cash counter and to place the bundle of notes as required on each cash counter strong room in the cash boxes from block no. 1 to block no. 3 with the one helper. The particular work of cash coolie since the date of

appointment from 9-10-81 entrusted to the applicant but with ulterior motive he was shown on the attendance record of bank as casual worker and he was paid his salary at the end of the week. It is alleged that this malparetic continued in the bank till 27-03-82 and during this period the total number of working days of the claimant were shown 89 days on the record by the bank after deducting one day salary for each of weekly holiday and public and national holidays.

5. It is also alleged by the claimant that on account of the extension of transaction of money with the government department, under the Chief Manager of Main Branch Mall Road, Kanpur, established the said section as State Bank of India (Government Business Branch) at Civil Lines Kanpur, where the applicant was allowed to resume work from 26-3-87, but his wages were paid through some alleged contractor, though he had never appointed the claimant. He never controlled or supervised the work of the applicant but his work was under the supervision and control of the officers of the bank from 25-3-87 to December 87. In Para 7 & 8 of the claim statement the workman has not given specific date on which he alleges to work under the bank, therefore, the statement given by him in Para under reference is nothing but bald statement. In Para 8 of the statement of claim the claimant has pleaded that the bank has breached the provisions of section 25F, 25G and 25H of the Act. Likewise in Para 9 of the claim the applicant has not given his roll number though it was alleged by him that he participated in the interview in the month of November 1991. Lastly it is alleged that his continuously approach for regularization because of anxiety resulted in his unlawful removal from the afternoon of 28-2-93. It is alleged by the claimant that the opposite party has removed him from the service without following the mandatory provisions of the Act, therefore, his removal from 1-3-93 be held illegal and unjustified and he be reinstated in the service with full back wages and all consequential benefit.

6. On the contrary the opposite party has filed their reply refuting the claim of the applicant on a number of grounds inter-alia,that the claimant is not a workman within the provisions of Industrial Disputes Act, that the present dispute is not the industrial dispute, that the claimant has not worked in any of the two branches for a period of 240 days during period of 12 calendar months preceding the date with reference to which calculation is to be made as per section 25B of the Act, that under these circumstances question of applicability of the provisions of the Act does not arise at all, that it is admitted by the opposite party that the claimant had worked for 66 days between June 75 to July 77 in main branch Kanpur and he had admittedly worked for 72 days in 1990 and 1991 at Government Business Branch, Kanpur. The opposite party has also given details of the working of the claimant for the year 1975, 1990 and1991 clearly showing that the claimant during the year 1975 - 77 had worked for 66 days in Main Branch, 1990 he worked for 34 days and in 1991 he worked for 38 days in Govt. Business Branch Kanpur. It is stated that the bank has granted him an opportunity to appear in the interview held on 14-11-91 as per BPS. He appeared in the interview but he was not found suitable for selection. Concerned documents could speak itself. It is also stated that the casual labour was supplied by the contractor and the payment was made through the contractor. The work of casual labour was usually controlled by the contractor. No doubt bank took work from casual labour supplied by contractor and made payment to the contractor in the said duration the claimant was not in the bank engagement. It is stated that the claimant was issued the curfew pass in the year 1990 but other contents of Para 11 of the claim statement are false. The identity card alleged to have been issued by the bank is Farzi. It was not issued by the branch manager. Lastly it is alleged that the claim of the claimant is not maintainable under the provisions of the Act and is liable to be rejected.

7. The claimant has also filed rejoinder in the case but nothing new has been alleged in it except reiterating the facts pleaded by him in his statement of claim.

8. Both the parties have adduced oral as well as documentary evidence.

9. Claimant has filed 8 documents vide list 21/1. I will explain all these documents at the appropriate stage during the course of recording my findings.

10. Claimant has also filed 10 documents vide list 16/1. In this list mostly the documents are photocopies and a repetition of photocopy of the original.

11. Opposite party has filed 9 documents vide list 10/1 dated 2-2-01. These documents are photocopy of the claim statement, w. s., correction application filed before the ALC and chart of working days and the application form dated 13-9-91 and interview letter etc.

12. I will discuss the relevant documents during my findings.

13. Claimant has adduced himself in oral evidence as W.W.1 Hari Kishan. Opposite party has adduced one Sri Dinesh Chandra Srivastava retired Chief Manager of the Bank as M.W.1.

14. Opposite party has also made a prayer that the file of I.D. Case No.138 of 99 Manoj Kumar Pandey Versus State Bank of India be summoned at the time of arguments saying that both the files were clubbed previously but later on were de-separated. They have stated that the evidence of Sri G. N. Mishra as M.W.2 be also read as evidence in the present case because the witness was recalled in that case in relation to the facts of this workman Sri Hari Kishan, so that file was also before me during the course of arguments.

15. Heard the arguments carefully and perused the record.

16. The only short point to be decided in this case is whether the workman was engaged through a contractor or not and whether if he was engaged directly by the bank then he had completed 240 days in a calendar year preceding one year from the date of his alleged termination.

17. Though there is an aversion by M.W.1 that the work was being taken from the workman, through the contractor and he was also being paid his wages through the contractor, whereas the workman has stated in his claim statement that though he was being paid through the contractor but his work was subject to control and supervision by the officers of the bank. It is said that it was a sham transaction of alleged contractor. I have also given due thoughts of the evidence adduced by the management regarding the alleged contractor. In this respect a heavy burden shifts on the shoulder of the management by filing documents relating to contractor for proving the fact that in fact the claimant was not engaged by them rather he was the employee of the contractor. The documents were in the possession of the bank which they failed to produce the same before the tribunal.

18. It is fact that the workman was not given any appointment letter, his name was not called from employment exchange, he was not recruited by adopting prescribed procedure and it is also a fact that he was directly engaged by the opposite party management.

19. Now it has to be seen that whether he has completed 240 days in a calendar year preceding the date of his termination.

20. I have gone through the documentary evidence filed by the claimant and by the management. Paper no.Ext.W-2 is on the letter head of the bank. It states that the workman be given entry for cleaning the premises. Paper no. W/3 states that Sri Hari Kishan is a labour at Government Business Branch and the same is also on the letter head of the bank. Paper no. Ext.W-4 is also an official paper issued bank Government Business branch Kanpur to the claimant, it shows that the claimant had worked for 34 days in the year 1990, and 38 days in the year 1991 total of which comes to 72 days and also that he was being paid to Rs.18.75 per day. Paper no.W.5 is letter in form of carbon copy issued by the bank's branch manager stating that Sri Hari Kishan is an employee of the bank and was working in the branch late night due to annual closing and government payment, paper no.W-6 is also on the letter head of the bank indicating Hari Kishan is a temporary employee of the branch working as messenger labour. This is for information during curfew area. These papers have been admitted by the opposite party also but they have explained the contents of these documents that curfew pass was issued during curfew period. He stated that even if a branch manager has issued such a document, simply issuance of such kind of document will not make him either temporary, or permanent or regular employee of the bank. He was engaged as a casual labour according to the need of the work.

21. Claimant has filed the identify card stating that this has been issued by a branch manager. This fact has been denied by the opposite party that the same is a false document prepared by the workman himself. In this regard they have invited my attention towards the evidence of Sri G. N. Mishra, which was recorded in I.D. Case No. 138/99, wherein the witness has stated that this document has not been issued by him.

22. Opposite witness Sri Dinesh Chandra Srivastava has clearly stated on oath that Sri Hari Kishan has not worked continuously in the year 1991-92. He stated that he had issued a certificate to Hari Kishan, wherein he has shown that workman has worked for only 72 days. This fact is not disputed because the claimant has also filed himself paper no. x.W-4 which shows the working days of 72 days only.

23. Opposite party has also filed paper no.10/12—10/14. This is an application given by the claimant Sri Hari Kishan to the bank on 29-10-91 for his employment. In this application he has himself admitted that he had worked from 3-7-90 to 14-8-91 i.e. for 72 days.

24. There is no documentary proof filed by the claimant that he ever worked till 1-3-93 or had completed 240 days preceding one year of the same. Heavy burden lies on the claimant to prove this fact since he has failed to discharge his burden that he had worked till 1-3-93; therefore, it cannot be believed that he was actually in the employment of the bank till the alleged date of his termination. Moreover his oral evidence too cannot be relied upon in the absence of any documentary evidence. The opposite party on the contrary has specifically stated on oath that the claimant never remained in their employment till 1-3-93 or did not work for 240 days continuously.

25. There is another reference that whether the action of the management in not giving employment again to the workman is legal and justified?

26. Opposite party has specifically admitted that the workman was called for interview and he was not found suitable. They have filed documentary evidence paper no.10/16. In this document at serial no. C and D there is a reference of Hari Kishan having roll no. 1169 not found suitable. This fact has been proved by oral evidence by the management. This fact also goes against the workman and it is found that the management neither has violated any of the provisions of the Industrial Disputes Act nor has indulged themselves in an Unfair Labour Practice.

27. As the workman has failed to prove his case by adducing cogent and reliable evidence, the reference is bound to be answered against him and in favour of the opposite party.

28. Accordingly it is held that the workman is not entitled for any relief as has been claimed by him in his claim statement pursuant to the present reference order and the reference is decide accordingly.

RAM PARKASH, Presiding Officer

नई दिल्ली, 19 जनवरी, 2011

का.आ. 468.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रीजनल ऑफिसर टैक्सटाईल कमेटी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 4/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-1-2011 को प्राप्त हुआ था।

[सं. एल-42012/86/2009-आईआर (डीयू)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 19th January, 2011

S.O. 468.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 4/2010) 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 Regional Officer Textiles Committee and their workman, which was received by the Central Government on 19-1-2011.

[No. L-42012/86/2009-IR (DU)]
RAMESH SINGH, Desk Officer

ANNEXURE

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

Thursday, the 13th January, 2011

Present : A.N. JANARDANAN, Presiding Officer

Industrial Dispute No. 4/2010

(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 Management of Officer-in-Charge, Regional Office, Textiles Committee and their Workman)

BETWEEN

Smt. G Balamani ...1st Party/Petitioner

Vs.

The Officer-in-Charge Regional Office Textiles Committee Ministry of Textiles, Government of India 11-B, Jawahar Road, Chokkikulam Madurai-625002 ...2nd Party/Respondent

APPEARANCES :

For the 1st Party/Petitioner — Sri M. Elanchezihan, Advocate

For the 2nd Party/Management — Sri S. Kandaswamy, Advocate

AWARD

The Central Government, Ministry of Labour vide its Order No. L-42012/86/2009-IR(DU) dated 5-1-2010 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

"Whether the action of the management of Officer-in-Charge, Regional Officer Textiles Committee in terminating the services of Smt. G Balamani, w. e. f. 11- 10-2008 is legal and justified ? If not, what relief the workman is entitled to?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as I.D. 4/2010 and issued notices to both sides. Both sides entered appearance through their respective counsel. Petitioner thereafter sent Claim Petition through post received on 15-3-2010. Respondent filed Counter Statement. Thereafter during several adjournments there have been either no representation at all for both or any of the parties except with some irregular representations. On the petitioner's side no documents were produced. When the matter stood posted for enquiry to various dates from time to time there were no representations at all or there was some partial representation. When the matter came up finally to 10-1-2011 from 29-12-2010 there was no representation to the petitioner. The petitioner was also not present. Hence the petitioner is called absent and set ex-parte.

3. The contentions in the Claim Statement in brief are as follows:

While the petitioner G Balamani was working as sweeper under the Respondent for a length upto 15 years then with last drawn wages of Rs. 2,100 per mensem, virtually meagre wages to eke out living due to skyrocketing prices of essential commodities and she has been demanding wage increase including Overtime, HRA,

Dearness Allowance, Leave Wages which were not considered and granted on 11-10-2008 the Management got enraged and orally terminated her. There was no charge against her. There was no enquiry held. She was not held guilty of any offence. The Management in misuse of its authority abruptly terminated her which is illegal, unjust and against all principles of natural justice. The termination is in colourable exercise of power in unfair labour practice. The Management has already admitted in their letter to the Assistant Commissioner of Labour (Central) regarding the above facts including fact of another worker working in her place. Conciliation having failed the reference is made. The downtrodden poor workwoman who has to carry her family burden is to be reinstated with backwages and all benefits.

4. The Counter Statement contentions briefly read as follows: The Textiles Committee is a statutory body by virtue of Section-3 of the Textiles Committee Act, 1963. It is under the administrative control of Ministry of Textiles, Government of India. The petitioner has no legal right to claim any relief. The petitioner is not a regular employee against the sanctioned Sweeper post. She was being engaged on part-time basis when need arose. The claim for permanency is not maintainable. She has never been employed continuously from 1-10-1993 to 11-10-2008. She was paid consolidated amount of Rs. 150 per mensem initially which was gradually revised to Rs. 2,100 No arrears remain to be paid. As administrative practice the housekeeping services were hired depending on the scope of the work involved. In small offices only individuals were engaged on the recommendations of the Officer-in-Charge for part-time jobs for a duration between 2-3 hours for cleaning, sweeping, mopping and disposal of trash and litter generated on day to day basis. The payment is drawn in the name of the Officer-in-Charge. The Regional Office, in-charge of Madurai makes the payment as per actual number of days working a month. She is never a permanent employee. Recruitment regulations do not exist. Respondent has no right to issue appointment letter or termination letter to the casual employee. The petitioner does not come under the purview of the service conditions and disciplinary proceedings. The Regional Office is observing 5 working days a week. 11-10-2008 allegedly on which date she was asked not to come is a holiday. The Officer-in-charge was on leave from 1-10-2008 to 12-10-2008 and was out of station. There is no truth of any incident on 11-10-2008. The petitioner only abstained from work on 3-10-2008 voluntarily. The Respondent with no other option had to engage another individual. It would be unfair and unjust to remove the substitute abruptly without prior intimation. The petitioner filed a petition in Labour Court, Madurai as CP 77/2009 on 01-06-2009 under Section-33(C)(2) of I.D. Act. The matter is sub-judice. The present claim is to be dismissed.

5. Points for consideration are:

(i) Whether the termination of services of Smt. G Balamani w.e.f. 11-10-2008 is legal and justified ?

(ii) To what relief the concerned workman is entitled ?

6. Petitioner being absent and set ex-parte no evidence is adduced.

Points (i) & (ii)

7. This is a case of a petitioner-sweeper allegedly having a service of 15 years and who has been orally terminated out of the fury of the Management on account of a demand for wage increase made by her without any charge vis-a-vis enquiry or any misconduct held established against her. The case of the petitioner is keenly refuted by the Management according to which petitioner was only engaged on part-time basis when need arose. She has never been employed continuously. She is never a permanent employee. No oral termination as alleged is possible by reason of the Officer-in-Charge being on leave on 11-10-2008 on which allegedly the petitioner was orally terminated and also for the reason that the day is a holiday. Petitioner only abstained from work on 3-10-2008 voluntarily. There was no option for the Management other than to engage another individual in her place who cannot be removed except in a manner conforming to principles of natural justice and law.

8. Discernibly contentions on either side keep a long distance running mutually contradictory. It is for the petitioner to prove her specific contentions should she succeed. The burden of proof lies upon her. By avoiding the forum of this Court and shunning the witness box even after receipt of the reference to put up with the enquiry she is grossly at fault in not adducing any iota of evidence to substantiate her case. Therefore the reference is only to be answered against her. So ordered.

9. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 13th January, 2011)

A. N. JANARDANAN, Presiding Officer

Witnesses Examined:

For the 1 st Party/Petitioner — None
For the 2nd Party/Management — None

Documents Marked:

From the Petitioner's side

Ex. No.	Date	Description
Nil		

From the Management side:

Ex. No.	Date	Description
Nil		

नई दिल्ली, 19 जनवरी, 2011

का.आ. 469.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-I, दिल्ली के पंचाट (संदर्भ संख्या 29/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-1-2011 को प्राप्त हुआ था।

[सं. एल-12012/137/2008-आईआर(बी-I)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 19th January, 2011

S.O. 469.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 29/2009) of the Central Government Industrial Tribunal-cum-Labour Court-I, Delhi 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 17-1-2011.

[No. L-12012/137/2008-IR(B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO.I, KARKARDOOMA COURTS COMPLEX : DELHI

I.D. No. 29/09.

Bijender Singh, S/o Shri Ved Singh,
Vill.& P.O. Barauna,
Distt.Sonepat (Haryana),
Sonepat

...Workman

Versus

1. The Chief General Manager,
   State Bank of India, L.H.O.,
   Delhi Circle, Parliament Street,
   New Delhi - 110001
2. The Dy.General Manager
   (Appellate Authority),
   State Bank of India,
   Zonal Office,
   1, New Cantt. Road, Dehradun
3. The Assistant General Manager,
   State Bank of India, Zonal Office,
   1, New Cantt. Road,
   Dehradun

...Management

AWARD

From a messengerial position Shri Brijender Singh was promoted as Clerk-cum-Cashier on 1st of August, 1992 by State Bank of India (hereinafter called to as the bank). In May, 1996 he was working at Laxman Jhoola Road branch, Rishikesh. It is alleged that on 24-5-96 he opened a saving bank account No.39/14559 by filling account opening form and signing it as Dharmender Kumar and obtained introduction of that account from one Shri Chotu Giri Baba of Shri Sidh Samadhi Mandir, Neelkanth, (who was holding saving bank account No. 27/12560) in that branch of the bank. He deposited a sum of Rs. 5001—initially and a sum of Rs. 2000 on 25-5-96, by signing as Dharmender Kumar. Pass book for that account was received by him on 24-5-96 and cheque book, containing cheques No.722561 to 722580, was obtained by him on 25-5-96 by signing in that fictitious name, on cheque book issue register. He got a draft of Rs.5000 issued on 3-6-96 in favour of Dharmender Kumar from Hardwar branch payable at Rishikesh branch and deposited it at Laxman Jhoola Road branch on 6-6-96 for credit in the aforesaid saving bank account. The credit of the said draft was accorded to that account on 7-6-96, resulting in a balance of Rs.5500. On two occasions he prefixed digit of 9 and 4 to the credit entry and balance and thus inflated credit entry and balance to Rs.495000 and Rs.495500 respectively, between 11-6-96 to 14-6-96. To facilitate commission of fraud, protective digit entry was left blank by Mukesh Kumar Singhal, Assistant (Cash/Accounts), the ledger keeper.

Cheque No. 722563 drawn for a sum of Rs.1750 in favour of self on 5-6-96 was encashed by the said clerk-cum-cashier. Token for encashment of the said cheque was issued by the said clerk/cashier favouring self. Cheque No. 722566 was issued on 10th of June, 1996, for a sum of Rs. 80,000, for which a token was issued by Shri Mukesh Kumar Singhal. Cheque No.722569 for a sum of Rs.24000 was issued on 13-6-96 and token for the said cheque was issued by Mukesh Kumar Singhal. Above three cheques were issued in the name of Dharmender Kumar. Payment of those cheques were obtained by Mohan Singh, Assistant (Cash/Accounts), working in the said branch.

3. On 20-6-96 cheque No.722769, drawn for a sum of Rs. 359470 in the name of Dharmender Kumar, was presented to Mukesh Kumar Singhal along with draft application form filled in by the said clerk cum cashier and Mohan Singh Assistant (Cash/Accounts) for issuance of a draft for a sum of Rs.358750 favouring M/s. Quality Tires, Roshanara Road, payable at Roshanara Road branch, Delhi. Draft for the said amount was issued. Thus a fraud amounting to Rs.457970 was committed by the said clerk- cum-cashier, namely, Shri Bijender Singh in collusion with Shri Mukesh Kumar Singhal and Mohan Singh, both Assistants (Cash/Accounts) working in the said branch.

4. On 21-6-96 branch manager lodged a report with the police against Dharmender Kumar, in whose name the account was being maintained. He was suspended on 3rd of October, 1996. Bijender Kumar was arrested by the police in that case on 3rd of March, 1997. A charge-sheet was filed against him and others by the police on 10-4-97, before a court of competent jurisdiction. The said criminal case pends adjudication as on date.

5. Charge-sheet dated 23-3-2001 was served upon him by the bank, in terms of para 521(4) (j) of the Sastry Award. Reply to the said charge-sheet was found to be not unsatisfactory by the bank and a decision was taken to initiate departmental enquiry against him. An Enquiry Officer was appointed, who conducted the enquiry. He submitted his report dated 4-10-2004 to the Disciplinary Authority. Show cause notice dated 7-12-2004 was issued and personal hearing was given to the claimant on 24-1-2005. Vide order dated 16-9-2005, punishment of dismissal was imposed on the claimant by the Disciplinary Authority. He filed an appeal, which came to be dismissed. He raised an industrial dispute before the Conciliation Officer, seeking his reinstatement in services. Since conciliation proceedings failed, appropriate Government referred the dispute to this Tribunal for adjudication, vide order No. L-12012/137/2008- IR(B-I), New Delhi dated 2nd of July, 2009, with the following terms :—

> "Whether the action of the management of State Bank of India in dismissing Shri Bijender Singh from the services of the bank w.e.f. 16-9-2005 on the alleged charges of misconduct levelled against him vide charge-sheet No.R-I/21/P & C/357 dated 23rd of March, 2001, is legal, fair and justified? If not, to what relief concerned employee is entitled ?"

6. Claim statement was filed by Bijender Singh, pleading that he joined services of the bank on 7-8-84 as a messenger. He was promoted as clerk-cum-cashier on 1-8-92. When he was working at Laxman Jhoola Road Branch, Rishikesh, a case was lodged at Police Station Rishikesh, by the branch manager against one Dharmender Kumar R/o Village Dhalwala, District Tehri Garwal, Uttranchal, in respect of a fraud. On 30-10-96 he was placed under suspension on filmsy grounds of his involvement in that fraud. He was arrested by the police in that case on 3-3-97 alongwith one Mohan Singh, but was released on bail on 4-3-97. One Mukesh Kumar Singhal was also arrested by the police, who could get bail from High Court of Judicature at Allahabad after six months. A charge-sheet was filed against him by the police on 10-4-97 in a court of competent jurisdiction. After about five years of his suspension, a charge-sheet dated 21-3-2001 was served upon him on false and baseless allegations, with a view to protect and shield really guilty employees. He projects that in that fraud V.K. Gupta, Branch Manager, O.P. Gulia, Assistant Manager, Hari Om Tandon, Accountant, A. K. Aneja, Assistant Manager, A.K.Malhotra, Asssistant Manager, B.M.Gupta, Assistant Manager, Mukesh Kumar Singhal, Clerk and Mohan Singh, Clerk, were also involved. With a view to protect real culprits, he was made a scapegoat.

7. The claimant unfolds that he approached High Court of Judicature at Nainital for revocation of his suspension order. Vide order dated 29-6-2002 High Court stayed operation of his suspension order, which order was not honoured by the bank. He filed a contempt petition before the High Court and thereafter he was reinstated by the bank on 7-5-2003 and posted at Brahmakhal branch of the bank. Shri Kuldip Singh Pahwa, a biased and prejudiced officer, was appointed as an Enquiry Officer. The enquiry, conducted against him, was in violation of guidelines of Central Vigilance Commission, since the bank opted to conduct distinct and different enquiries against the officers/ employees, referred above, with a view to protect its stooges. A conspiracy was hatched and bogus opinion was obtained from Shri Ashok Kashyap, a hand writing expert. Shri Kashyap is notorious for manipulating reports. Neither Shri Kashyap was produced before the Enquiry Officer to testify facts nor his report in original was proved. Reliance on report of Shri Kashyap was placed by the Enquiry Officer in an illegal and unjustified manner. Report of C.F.S.L was not obtained, which fact casts aspersion on mala fide approach of the bank.

8. Building his case, the claimant details that he worked on saving bank account seat up to 6th of June, 1996. Thereafter Shri Mukesh Kumar Singhal worked on that seat from 7th June, 1996 to 20th of June, 96. There was a credit balance of Rs. 500 in saving bank account No. 14557/39 on 6th of June, 96, and in digit column "three" was recorded properly. Thereafter Mukesh Kumar Singhal posted credit entry of Rs.5000 in that account making a credit balance of Rs.5500. He had not recorded any entry in digit column and left that column blank. Shri Mukesh Kumar Singhal facilitated commission of fraud, by leaving digit column blank. Shri B.M. Gupta checked pay book and ledger but did not point out this irregularity. All fraudulent payments/postings were made by Shri Mukesh Kumar Singhal. The bank suspended him and the police charge sheeted him too. By a separate departmental enquiry, punishment of stoppage of two increments was awarded to Shri Singhal by the bank, with a view to favour him.

9. The Enquiry Officer based his findings on report of Shri Ashok Kumar Kashyap. He recorded his report on dictates of vigilance department of the bank. Disciplinary Authority issued a show cause notice dated 7th of December, 2004, on proposed punishment. He submitted his detailed reply vide letter dated 11-1-2005. Shri Sandeep Tiwari, Assistant General Manager, gave personal hearing on 24-1-2005 on proposed punishment. Shri Tiwari assured

him that he would not pass order of dismissal, despite pressure from the vigilance department. On his transfer, Shri Ohri took charge on 10th of September, 2005, and passed dismissal order against him without giving him any hearing in the matter. He opted not to consider facts presented by him in reply dated 11th of January, 2005.

10. Detailing post-decisional steps, the claimant narrates that he preferred an appeal. An appeal was preferred by him before the Deputy General Manager on 14-11-2005. On that very date personal hearing was granted to him by the Appellate Authority. During personal hearing, the Appellate Authority misbehaved with him. He rejected his appeal. He presents that the action of the bank, in dismissing him from service, is illegal. He claims reinstatement in service with continuity and full back wages.

11. Management demurred the claim pleading that Bijender Singh, while working as Assistant (Cash/ Accounts) at Laxman Jhoola Road branch, committed fraud and falsification of accounts in saving bank account No.39/14559, during June, 1996. He was placed under suspension vide order dated 3-10-96 and served with a charge-sheet on 23-3-2001. On careful consideration of his reply, a decision was taken to conduct departmental enquiry against him, since his reply was found to be not satisfactory. It is not disputed that an FIR dated 21-6-96 was lodged, in which case the claimant was arrested and later on released on bail. However, it is projected that the charges in the criminal case were entirely distinct and different from the charges levelled in departmental enquiry. It has been pleaded that the claimant was involved in a fraud for Rs. 457970 alongwith Mohan Singh. Shri Mukesh Kumar Singhal was also involved in that matter. Action was taken against Shri Mukesh Kumar Singhal too.

12. The bank had conducted staff accountability exercise by holding a proper domestic enquiry, as per rules. Shri V.K.Gupta and Shri J.C.Aneja were awarded, punishment of warning while Shri Hari Om Tandon, A.K.Malhotra, O.P.Guliani and B.M.Gupta were awarded reduction to lower stage of pay by one year, Mukesh Kumar Singhal was awarded punishment of reduction in pay by two stages for a period of two years, while Mohan Singh and the claimant were dismissed from service of the bank. It has been denied that the claimant was made a scapegoat.

13. Issuance of orders by High Court of Judicature at Nainital is not disputed. It has been pleaded that in pursuance of the said order claimant was reinstated w.e.f. 7th of May, 2003, and posted at Brahmkhal branch of the bank. The bank disputes that Shri Kuldeep Singh Pahwa, Enquiry Officer, was biased or prejudiced against the claimant. It has been denied that he followed dictates of the vigilance departments. A claim was made that the enquiry conducted by Shri Pahwa was just, fair and in accordance with the principles of natural justice. The Enquiry Officer had relied documents as well as ocular facts testified by the witnesses, while recording his report dated 4-10-2004. Indictment made by the claimant against hand writing expert is unfounded and not correct. On consideration of the enquiry report, the Disciplinary Authority issued a show cause notice dated 7-12-2004 to the claimant. Shri Sandeep Tiwari gave personal hearing to the claimant on 25-1-2005. It has been denied that Shri Tiwari gave assurances, as alleged in the claim statement.

14. The bank pleads that Shri Ohri, who passed dismissal order dated 16-9-2005, was not supposed to give personal hearing to the claimant. Penalty was awarded to the claimant in terms of para 521 (5) (a) of Sastry Award read with para 18.28 of Desai Award, besides para 6(a) of the memorandum of settlement dated 10-10-2002. It has been denied that the Appellate Authority misbehaved with the claimant. It is highlighted that the enquiry conducted against the claimant was in consonance with the principles of natural justice. However, in case the Tribunal comes to a conclusion that the enquiry was defective in any manner then right to lead evidence, to substantiate the charges and punishment imposed on the claimant, may be accorded, presents the bank. It claims that the claim statement, being devoid of merits, may be dismissed.

15. On pleadings of the parties following issues were settled:

(1) Whether the enquiry conducted by the management was just, fair and proper?

(2) As in terms of reference.

(3) Relief..

16. Issue No.1 was treated as preliminary issue. To discharge onus resting on it, the has examined Shri Vijay Pal Tyagi. The claimant had examined himself in rebuttal. After hearing the parties and on appreciation of evidence, preliminary issue was answered in favour of the claimant and against the bank, vide order dated 28-5-2010.

17. To prove misconduct of the claimant, Shri V.K.Gupta, Chief Manager was brought in the witness box by the bank. Claimant examined himself and Shri Inderpal Singh in rebuttal. No other witness was examined by either of the parties.

18. Arguments were heard at the bar. Shri J.N. Kapoor, authorised representative, advanced arguments on behalf of the claimant Shri Rajat Arora presents his points of view on behalf of the management. Written submissions were filed by Shri Kapoor. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:

Issue Nos. 2 and 3

19. Shri V.K.Gupta unfolds that in 1996 he was working as Chief Manager, Laxman Jhoola Road branch,

Rishikesh, Uttrakhand Claimant was working in his branch and worked on saving bank counter upto 6-6-96. From 7-6-96 he was working on cash receipt counter. On 19th of June, 96, he passed an office order for balancing of saving bank accounts, operated in the branch. On 21st of June 96, he was told that in the account of Dharmender Kumar, entered in ledger No. 39, a fraud has been committed. Shri Mukesh Kumar Singhal has done balancing of that ledger. Matter was informed to higher authorities. Senior Officers came in the branch. They had gone through the record and noted that fraud was committed in an account maintained in the name of Dharmender Kumar. On investigation of facts he came to know that the said account was introduced by Chotu Giri Baba. He called him in the bank and shown photo of the account holder, annexed on the account opening form. When questioned Chotu Giri Baba told that he had not introduced account of the said person. He unfolded that he introduced the account at the instance of some officials of the bank, who had represented that the said person wants to deposit money in the bank and would not obtain any loan thus he would not cause any embarrassment, hence he introduced the account. When enquired about identity of the official at whose instance he introduced the account, Shri Chotu Giri Baba told that the said official is a tall and thin person, whose cheeks are inverted inside. Since description of that person matched with the claimant he produced the claimant before Shri Giri Baba. He confirmed that the account was introduced by him at the instance of the claimant. Photo copy of the account opening form is Ex. MW2/1.

20. Shri Gupta went on to detail that he came to know that an application was moved for issuance of a draft alongwith a cheque for a sum of Rs. 359470, which application is Ex. MW2/2 and cheque is Ex. MW2/3. In cheque Ex. MW2/3 spelling of 'lac' was written as 'lack'. It aroused his attention that 'lac' is written in that fashion by the claimant. He called for receipt scroll maintained by the claimant, probably on 25-6-96. In that scroll the claimant had written 'lack' to denote 'lac'. It confirmed that cheque Ex. MW2/3 was issued by the claimant. Signatures as "Dharmender Kumar" were tallied with various names written by the claimant for various account holders and 'kumar' written in the signature as Dharmender Kumar was in the same style and fashion as written by the claimant for various customers in whose name 'kumar' was there. Word 'kr' was written by the claimant in deposit voucher dated 25-5-96, which deposit voucher was used in that account. In scroll deted 25-6-1996 word 'kr' was written by the claimant in the same manner. Deposit voucher dated 25-5-96 is Ex. MW2/4. There was a credit entry of Rs. 5000 in that account and in ledger sheet a balance of Rs. 5500 was there on that day. Ex. MW2/5 is transfer voucher relating to the aforesaid sum of Rs. 5000. A figure of '9' was prefixed to the amount of Rs. 5500 in between 8th and 11th of June, 96 in ledger sheet. A cheque of Rs. 80,000 was presented on 11-6-96, which was honoured and a balance of Rs. 15500 was shown in that account. Thereafter word '4' was prefixed to figure '9' after 11th of June 96. Accordingly the balance amount was interpolated as Rs. 495000 and after encashment of cheque of Rs. 80,000 balance of Rs. 415500 was shown. Copy of ledger sheet of that account is Ex. MW2/6.

21. Shri Gupta went on to detail that on 14-6-96 a cheque of Rs. 45000 was presented, in that account which cheque is Ex. MW2/7. Cheque for Rs. 80,000 is Ex. MW2/8. Cheque Ex. MW2/7 was honoured and payment was released. On 20-6-96 an application was moved for issuance of a draft, which was supported by a cheque of Rs. 359470. Draft was issued on that application, in favour of Quality Tyres, Roshnara Road, Delhi. On 21st of June, 96 telephone number of Quality Tyre were searched from the directory and a call was made. A dialogue took place with one Varyam Singh, who told that someone gave telephone call to him around 11 PM previous night informing him that he would come alongwith a draft for purchase of goods. Varyam Singh was informed that the draft was got issued fraudulently by someone. He was requested that when somebody approaches with a draft he should inform police. Police Control Room was also informed. Since members of the staff were aware about these developments, which took place in the branch, the draft was not presented to Quality Tyres next day or on subsequent dates.

22. Shri Gupta declares that on 10-2-96 claimant got purchased a cheque of Dehradoon branch, by changing name of "Dehradoon" as "Laxman Jhoola Road" branch. The word 'road' written in that cheque was in the very fashion as written in "Quality Tyre, Roshanara Road", in the application moved for issuance of draft. All these facts led them to get handwriting of all employees compared with questioned documents. Documents, referred above, were handed over to the hand-writing expert. Shri Kashyap, Hand-Writing Expert, gave his report which is Ex. MW1/9. It came to light that the claimant has signed as Dharmender Kumar when account was opened and when he dealt with it. The claimant obtained pass book as well as cheque book of that account. Copy of pass book issue register is Ex. MW2/10 and cheque book issue register is Ex. MW2/11. Claimant and Mohan Singh were suspended. On 21-6-96 an FIR was lodged with the police of Police Station Rishikesh, which is Ex. MW1/W1. Supplementary FIR was lodged on 16-10-96, copy of which is Ex. MW1/W2. Police investigated the case and claimant as well as Mohan Singh were charge sheeted in that matter. On 7-5-97 bank informed the police that Mukesh Kumar Singhal was also involved in the matter. Letter Ex. MW1/W5 was written in that regard. He appeared before the Enquiry Officer and made a statement which is Ex. MW1/10.

23. Claimant entered the witness box to adduce evidence in rebuttal and tendered his affidavit Ex. WW1/B as evidence. He swears that Chotu Giri Baba, neither came to the bank nor to police station for his identification. He never worked under direct control and supervision of

Shri V.K. Gupta, the Chief Manager. He worked under supervision of Shri J.C. Aneja, O.P. Guliani, A.C.Mehrotra, Hari Om Tandon, Shri Joshi and Shri Inderpal Singh. He unfolds that when he refused to carryout unlawful orders of Shri Gupta, the latter threatened him of dire consequences. According to him false charges were levelled against him, since Shri Gupta was prejudiced and biased against him.

24. He unfolds that on 24-5-96 he opened saving bank account No. 39/14557, on receipt of account opening form duly completed, authorised and verified by saving bank in charge, namely, Shri O. P. Guliani. He presents that neither account opening form was filled by him nor he impersonated as Dharmender Kumar. He performed his clerical duties in respect of opening of that account. He went on to unfold that neither pay in slip of Rs. 500 was filled in by him nor he deposited that amount. He did not deposit Rs. 2000 in that account. He never signed as Dharmender Kumar or impersonated himself as Dharmender Kumar. Neither, he received pass book nor cheque book of that account. Incharge saving account was supposed to sign pass book and deliver it to the account holder. Cheque book in a new account is issued on written request from the account holder, which is authorised by saving bank incharge. Cheque book was delivered to the account holder against a proper receipt. He disputes that he got issued a draft of Rs. 5000 on 3-6-96, favouring Dharmender Kumar from Haridwar branch payable at Rishikesh branch and deposited it at Laxman Jhoola Road Branch on 6-6-96. According to him on 3-6-96 he was present on his duties at Laxman Jhoola Road Branch, Rishikesh, which is at a considerable distance away from Haridwar branch of the bank. He could not remain present at two branches on that date. He disputes that the draft in Laxman Jhoola Road Branch was deposited by him, besides filling related vouchers. Voucher of Rs. 5000 was deposited by Shri Mukesh Kumar Singhal, which was checked by.V. M. Gupta. After assuming duties at cash receipt counter on 7-6-96, he had neither seen ledger No. 39 nor handled it thereafter. According to him Dharmender Kumar personally came to the branch to open an account and Shri O. P. Guliani verified his signatures, attested signatures of the introducer and gave a command to open the account. All formalities in respect of opening that account were completed by Shri Guliani. Photo of the account holder was already affixed on account opening form. He performed his clerical duties and opened the account in ordinary course of his business. He disputes that he signed three cheques, referred in the charge-sheet dated 23-3-2001. He disputes that cheque No.72265 dated 20-6-96 for a sum of Rs. 359470 was filled in by him, impersonated himself as Dharmender Kumar and presented it on saving bank counter to Mukesh Kumar Singhal alongwith draft application form. He denied his collusion with Mukesh Kumar Singhal and Mohan Singh. He asserts that charge sheet was issued after 5 years. He claims himself to be innocent.

25. Shri Inderpal Singh unfolds that on 24-5-96 he was posted at Laxman Jhoola Road Branch of the bank. On that date he was working on teller. Ex. WW1/M1 was handled by him, when a sum of Rs. 5000 was deposited with him. Dharmender Kumar, approached him to deposit a sum of Rs. 5000 on that day. Ex.WW1/M1 was filled in by Dharmender Kumar in his presence. He was the very person whose photograph appears on Ex. MW2/1. Shri O. P. Guliani used to work as saving bank incharge, against leave arrangement vacancies. He used to check work of clerical staff and not the Branch Manager. Ex.WW2/1 was passed by Shri Joshi, Head Clerk. During the course of his cross examination, he concedes that when fraud came to light, the person who impersonated himself as Dharmender Kumar was found not traceable. Address projected by him was non existent. Except voucher, no other document was produced before him by the said person. He concedes that he had not seen account opening form when account holder deposited a sum of Rs. 5000 with him. He had not verified identity of the person who impersonated himself as Dharmender Kumar.

26. When facts unfolded by Shri Gupta, claimant and Shri Inderpal Singh are appreciated, it came to light that on 24-5-96 claimant was working at saving bank counter, Laxman Jhoola Road branch of the bank. On that day an account opening form was filled in, got introduced from Shri Chotu Baba Giri and presented to Shri O. P. Guliani, saving bank incharge, for verification. He verified that form. A sum of Rs. 500 was deposited with Inderpal Singh, who was working on teller and saving bank account No. 39/14557 was opened. Account opening form had not reached hands of Shri Inderpal Singh, with whom a sum of Rs. 500 was deposited. An account was opened in the name of one Dharmender, who was shown as r/o village Dhalwala, Post Office Muni Ki Reti, District Tehri Garwal, Uttrakhand, which address was found to be non existent. Photograph was not affixed on that form, when it reached hands of Shri Guliani for verification, otherwise he would have initialed it also. Subsequently the person whose photograph was affixed on account opening form was found untraceable. When Chotu Baba Giri was questioned by Shri Gupta, he informed that the account was introduced by him at the instance of a tall and thin official, whose cheeks invert inside. He identified claimant as the person at whose instance he introduced the said account. Though he made a bald claim that Chotu Baba Giri was not called in the bank or police station to identify him, yet his claim does not stand to reasons. As a first step introducer of an account is questioned to ascertain identify of an account holder. Hence his claim is found to be contrary to ordinary course of human behavour. Discarding his claim and relying deposition of Shri Gupta, it is concluded that the claimant could not dispel the fact that Chotu Baba Giri had identified him as the person at whose instance he introduced the account.

27. Though Shri Inderpal Singh deposed in bold words that Shri Dharmender Kumar approached him, filled in voucher Ex. WW2/M1 in his presence and deposited a sum of Rs.5000 with him, yet those facts are found to be farther from truth. In one breath he asserts that the person, whose photograph appear on Ex. MW2/1, came before him, filled in the voucher and deposited a sum of Rs.500, but in subsequent breath he concedes that account opening form was not seen by him when a sum of Rs.500 were deposited on 24-5-96. Without comparing photograph, affixed on account opening form Ex. MW2/1, Shri Inderpal Singh was not in position to claim that the person who deposited a sum of Rs. 500 with him was the very person whose photograph appears on Ex. MW2/1. When tested on standards of veracity, it came to light that facts unfolded by Shri Inderpal Singh do not stand to litmus test of reasons. Shri Inderpal Singh nowhere claims that he verified identity of the person who deposited a sum of Rs.500 with him. As projected by the witnesses, except the form Ex. MW2/1 and voucher Ex. WW1/M1 no other document was produced when saving bank account No.39/14557 was opened. These admitted facts make it clear that no proof relating to residence or identity was produced by the person, whose account was opened that day. When identity documents were not there before the bank, Shri Inderpal was not in a position to vouch that the person who filled in voucher Ex.WW1/M1 was the very person whose photograph appears on account opening form. Admittedly address detailed in the account opening form was found to be non-existent and the alleged account holder is not traceable. Therefore, these facts make it clear that Shri Inderpal Singh had entered the witness box with a view to depose facts convenient to the claimant. To show his sympathy to the claimant, he coined a story and presented facts to the effect that Dharmender Kumar appeared before him, filled in voucher Ex. WW1/M1 and deposited a sum of Rs.500 on 24-5-96. Facts unfolded by Shri Inderpal Singh, on those circumstances, are brushed aside, when it do not withstand standards of veracity and truthfulness.

28. An account was opened on 24-5-96 in a fake name. Claimant was working on saving bank counter, while Shri O. P. Guliani was officer incharge saving bank. Claimant performed duties of a cash clerk while Guliani performed duties of saving bank incharge. Shri Guliani verified contents of the application Ex. MW2/1 and claimant opened that account. Therefore, it is emerging over the record that when account No. 39/14557 was opened in the name of a fake person, claimant had played an active role. Now he attempts to pass responsibility on Guliani, projecting that after verification of contents of the application, the latter commanded him and in obedience of that command account was opened. Whether there is any substance in this assertion ? To ascertain answer to this proposition, facts are scanned and different proposition arises. Shri Gupta present that Chotu Baba Giri told him that he introduced the account at the instance of the claimant, who projected that the account holder would deposit money in that account and not avail any loan. These uncontroverted facts go to show that the claimant played a mischief and misrepresented facts to Chotu Baba Giri. On his misrepresentation and persuation he introduced the account. Culpable intention of the claimant emerged over the record. Consequently it came to the light of the day that the claimant was interested in getting that account opened. His claim that he obeyed commands of Shri Guliani in that regard is neither satisfactory nor plausible.

29. Ex. MW2/6 is photo copy of ledger sheet of account No. 39/14556, which was opened in a fake name. This document tells that initially a sum of Rs. 500 was deposited on 24th of May, 96, when the account was opened. On 25th of May, 96 a sum of Rs.2000 was deposited in that account, vide deposit voucher Ex. MW2/4. Shri Gupta presents that on this voucher word 'kr' was written for 'kumar'. Word 'kr' was written by the claimant on Ex. MW2/4 in the very manner in which he used to write names of authorised account holders containing 'kumar' in various accounts. He announces that voucher Ex. MW2/4 was filled in by the claimant. Facts unfolded by Shri Gupta on above aspect are found to be credit worthy. These facts bring it over the record that voucher Ex. MW2/4 was filled in by claimant. His self serving depositions, on that issue, stand discarded by clear and cogent facts testified by Shri Gupta. Consequently it is apparent that on 25-5-96 a sum of Rs.2000 was deposited by the claimant in that account, for which exercise he filled in voucher Ex. MW2/4. Therefore, contention of the claimant that he discharged his official duties in maintaining that account is unfounded. His culpable intention stands fortified.

30. Ex. MW2/6 highlights that on 4-6-96 a withdrawal of a sum of Rs.1400 was made vide cheque No.733561. A balance of Rs.1100 was there in the account and in "protected digit column" '4' was written. On that very day a sum of Rs. 2400 was deposited through cash voucher and balance reached to Rs.3500. On 5th of June,2006 two withdrawal entries were recorded in that account, which withdrawals were made through cheque No.763 drawn for a sum of Rs.1750 and No. 764 drawn for a sum of Rs.1250 and balance of Rs.500 was left in the account. Vide transfer voucher Ex. MW2/5 a sum of Rs.5000 was deposited in that account on 7-6-96 and thus balance amount reached to Rs. 5500. "Protective digit column" was left blank by Shri Mukesh Kumar Singhal who was working on saving bank counter that day. By leaving protective digit column blank Mukesh Kumar Singhal facilitated fraud in that account. Figure '9' was prefixed to the credit entry of Rs. 5000 as well as balance entry of Rs. 5500. It was subsequent step taken towards commission of the fraud. Shri Gupta deposed that figure '9' was prefixed between 8th or 9th June 96 to 11th June, 96 in the ledger sheet on which dates Mukesh Kumar Singhal was working on saving bank counter.

31. On 11th of June, 96 a cheque Ex. MW2/8 drawn for a sum of Rs.80000 was presented for withdrawal. The

said cheque was honoured and payment was made. Balance amount was shown as Rs.15500 and in the protective digit column figure '5' was prefixed to the credit entry as well as balance entry, as shown on 7-6-96. It was also prefixed to the balance entry as shown on 11th of June, 96. Though in protective digit column figure '5' left unaltered when figure '4' was prefixed to the balance amount shown in that account. By making these interpolations an amount of Rs. 415500 was shown balance on 11th of June, 96. On 14-6-96 a cheque Ex. MW2/7 drawn for Rs. 24000 was presented for encashment, which cheque was honoured and payment was released. Thus by 14-6-96 an amount of Rs.1,04000 was withdrawn out of that account by playing a fraud on the bank. This fraud was facilitated by Mukesh Kumar Singhal by leaving protected digit column blank and by way of suffering act of prefixing figure of '9' and '4' against credit entry of Rs. 5000 as well as balance entries of Rs. 5000 and Rs. 15500, shown when cheque of Rs. 80000 was honoured.

32. On 20-6-96 an application was moved for issuance of a draft, supported by a cheque of Rs. 359470. A prayer was made in the application that draft may be issued in favour of Quality Tyres, Roshanara Road, Delhi. A draft was issued in pursuance of prayer, so made. After honouring cheque Ex. MW2/7 a balance of Rs.391500 was shown in that account and it was mentioned in figures as '6' in protective digit column. It facilitated presentation of the cheque referred above for issuance of a draft in favour of Quality Tyres, Roshanara Road, Delhi. On 21st of June, 96 while reconciling accounts, fraud came to light.

33. Shri Gupta unfolds that on 21st of June, 96 he was on leave. When he was informed about the fraud, he reached office. He details that telephone number of Quality Tyres was searched from the directory. A telephone call was given to Quality Tyres and Varyam Singh attended the call. Varyam Singh told them that someone gave a telephone call around 11 PM previous day, informing him that he would come alongwith a draft for purchasing goods. He was told that the draft was obtained by playing fraud on the bank. A request was made that when somebody approaches him with a draft he should inform the police. Police control room was also informed. Shri Gupta went on to depose that none approached Quality Tyre next day or on any subsequent day alongwith that draft to purchase goods. He explains that since someone from the bank was involved, who was aware of the developments referred above, hence draft was not presented to Quality Tyre, Roshanara Road, Delhi, for purchasing goods from them.

34. Shri Gupta highlights that on 10-2-96 Shri Brijender Singh got purchased a cheque of Dehradun branch by changing name "Dehradun" as Laxman Jhoola Road branch of the bank. The word 'road' written in that cheque was in the very fashion as written in Quality Tyre, Roshanara Road, Delhi in the application moved for issuance of draft. He presents that pass book and cheque book of that account were obtained by the claimant by signing Ex.MW2/10 and Ex. MW2/11 respectively. He signed on these documents as Dharmender Kumar. He clinches the issue when he deposed that application for issuance of draft Ex.MW2/2 and supporting cheque Ex.MW2/3 are in the hand writing of Bijender Singh. According to him since Mukesh Kumar Singhal and A.C.Malhotra were involved in the fraud, they never informed the bank in that an application was moved by Bijender Singh for issuance of draft. The facts so presented by Shri Gupta remained above board. These facts belie his stand that he opened the account in obedience of command given by Shri Guliani.

35. Claimant attacks testimony of Shri Gupta pleading that he never worked under his supervision and control. It were Shri J.C.Aneja, Cash Officer, O.P Guliani, Saving Bank Incharge, A.C.Malhotra Saving Bank Incharge, Hari Om Tandon Accountant, Shri Joshi, Head Clerk and Inderpal Singh, who used to check his books and register. They were the best witnesses to depose facts relating to his writings on vouchers, cheques and application for issuance of a draft. He alleges that being a co accused Shri Gupta was biased against him. According to him, his testimony is unworthy of credence.

36. Handwriting on a document can be proved in following ways;

1. by proof of signature and handwriting of the person alleged to have signed or written the document,
2. by opinion of an expert who can compare hand writings.
3. by a witness who is acquainted with the handwriting of a person by whom it is supposed to have been written and signed, and
4. by comparison of signatures, writing and seal with other admitted or proved documents.

37. Signatures and handwriting of a person, alleged to have signed or written a document, can be proved by adducing evidence to the effect that the document bear his signatures or handwriting. Proof of that fact may be made by direct evidence of the person(s) who has seen him writing or signing that document. Therefore, for proof of a document, the bank is under an obligation to establish that signature or writing over that document is of the claimant. It can establish so by calling the claimant, who has written or signed the document, or a person in whose presence the document was signed or written, or a person who is acquainted with hand writing of the claimant, or by proof of an admission of the claimant, admitting his signatures and writing on the document, or by opinion of a handwriting expert, or by way of comparison by the Tribunal of the disputed document with admitted signature or writings of the claimant.

38. Since the claimant is an adversary, the bank cannot compel him to testify facts against himself, for that would amount to denial of fundamental right against

testimonial compulsion. Persons, in whose presence documents were written and signed were not known to the bank, hence recouse of examining them was not available to it. Bank opted to call Shri Gupta in witness box to prove the documents, since Shri Gupta was acquainted with hand writing and signatures of the claimant, in capacity of the branch manager, Laxman Jhoola Road branch of the bank. Therefore, evidence of Shri Gupta cannot be branded as irrelevant and father from truth.

39. Claimant asserted that he never worked under Shri V. K. Gupta. According to him it were S/Shri J. C. Aneja, O. P. Guliani, A. C. Malhotra, Hari Om Tandon, Joshi and Inderpal Singh, under whose supervision and control he worked. However, he is silent on the issue whether Shri Gupta was acquainted with his hand writing and signatures. Who can claim himself to be acquainted with hand writing of a person, who allegedly wrote or signed disputed document? A person is said to be acquainted with a person's hand writing when he has seen that person writing at any time. The frequency and reasonableness of occasions and attention paid to the matter by the witness may affect value but not admissibility of the evidence. A person, who has received documents written by someone or under his authority and addressed to that person, or when in ordinary course of business documents purporting to be written by that person have been habitually submitted to him, can claim himself acquainted with hand writing and signature of that person. Shri Gupta was Chief Manager of the branch and in that capacity habitually used to receive documents written and signed by the claimant. Claim of Shri Gupta, that he was acquainted with handwriting and signature of the claimant, is well founded. Though daily work of the claimant was not supervised immediately by Shri Gupta, yet he was overall incharge of the bank, and in that capacity used to receive documents written and signed by the claimant, in ordinary course of business of the branch. Therefore, arguments put forward by Shri Bijender Singh, to the effect that Shri V. K. Gupta was not competent to identify his signature and hand writing is unfounded.

40. Claimant attempts to castigate depositions of Shri Gupta agitating that he was a co-accused, since a charge sheet was served upon him. It has been argued on his behalf that being a co-accused Shri Gupta was not competent to testify facts against him. It is not a matter of dispute that a charge sheet was served upon Shri V. K. Gupta, contents of which charge sheet are detailed by the claimant in his written submission. When perused it came to light that V. K. Gupta was called upon to explain lapses in his supervisory functions. No allegations were levelled against Shri Gupta relating to his involvement in commission of fraud or that he was a beneficiary of the amount defrauded. As is evident Shri Gupta, was found slack in exercise of his supervision over the matter. Therefore, it is emerging over the record that though a charge sheet was served upon Shri Gupta yet he was not an accomplice to the fraud. Consequently, submissions advanced by Shri Kapoor that being an accomplice Shri Gupta cannot be a witness against the claimant, is also unfounded.

41. Assuming that Shri Gupta can be termed as an accomplice, even then facts testified by him are relevant for consideration. The Evidence Act is not applicable before this Tribunal. However, broad principles of law of evidence may be borrowed. Borrowing those principles, it can be said that evidence of an accomplice is unworthy of credence, unless he is corroborated in material particulars. The evidence of an accomplice requires to be scruitinized with caution because: (1) he has a motive to shift guilt from himself, (2) he is an immoral person likely to commit pergery on occasion, and (3) he hopes for pardon or secured it and so favours prosecution.

42. In Rameshwar (1952 S.C.R. 377) the Apex Court laid down four principles with regard to nature and extent of corroboration of the testimony of an accomplice, which are:

(1) that it is not necessary that there should be independent confirmation of every detail of the crime in the sense that the independent evidence in the case, apart from the testimony of the complainant or the accomplice, should itself be sufficient to sustain conviction. All that is required is that there must be some additional evidence rendering it probable that the story of the accomplice (or friend) is true and that it is reasonably safe to act upon it,

(2) that independent evidence must not only make it safe to believe that the crime was committed, but it must in some way reasonably connect or tend to connect the accused with it, by confirming in some material particular, the testimony of the accomplice or complainant that the accused committed the crime,

(3) that the corroboration must come from independent source and thus ordinarily the testimony of an accomplice would not be sufficient to corroborate that of the another,

(4) that the corroboration need not be direct evidence that the accused committed the crime and it is sufficient if it is merely circumstancial evidence of his connection with the crime.

43. When an accomplice turns as a witness, on accepting pardon, the court has to satisfy itself that the statement of the approver is credible in itself and there is evidence other than the statement of the approver that the approver himself had taken part in the crime. The court should seek corroboration of his evidence with respect to the part of other accused persons in the crime, and this evidence has to be of such a nature as to connect other accused with the crime. The corroboration need not consist of evidence which, standing alone, would be sufficient to justify conviction of the accused. Every details of the story

of the accomplice need not be confirmed by independent evidence although some additional independent evidence must be looked for to see whether the approver is speaking the truth and there must be some evidence, direct or circumstantial, which connects the co-accused with the crime in pendently of the accomplice. Approver's evidence is looked upon with great suspicion, but, if it is found to be trust worthy, it can be decisive in securing conviction.

. 44. As unfolded above, Shri Gupta was charge sheeted for lack of his supervision over acts of his subordinates, who committed fraud. In such a situation it cannot be said that he has a motive to shift guilt from himself, when he entered the witness box to testify facts against the claimant. No evidence worth name was brought over the record to show that Shri Gupta, being an accomplice was likely to commit pergery. It was not a case where Shri Gupta secured pardon or was likely to favour the bank. Therefore, no such standards are brought over the record that Shri Gupta was likely to shift guilt from himself and throw entire responsibility on the claimant. Even otherwise corroboration of his testimony is coming forth out of the documents, which are being used by him to claim that he was acquainted with hand writing and signatures of the claimant. Under these circumstances, claim put forward by Shri Brijender Singh that testimony of Shri Gupta is unworthy of credence, is discarded.

45. Next attack was made agitating that Hari Om Tandon, A. C. Malhotra, J. C . Aneja, O. P. Guliani, V. M. Gupta were material witnesses, who were not examined by the bank. It is, of course, open to a court of fact to believe or disbelieve a statement, but simply because the statement is of one witness that cannot by itself be a ground for not acting upon that testimony. It is not the duty of the bank to examine all witnesses who could give an account of sequence of events upon which the case was based against the claimant. The question whether the witness is a material and ought to have been called depends upon the circumstances of each case. As a general rule this Tribunal may act upon the testimony of a solitary witness, who is neither an accomplice nor anything analogous to accomplice but an ordinary witness, without corroboration, unless circumstances of the case necessitates corroboration. Hari Om Tandon A. C. Malhotra, J. C. Aneja, O. P. Guliani and V.M.Gupta were the officers who were slack in performance of their duties and facilitated commission of fraud. Under these circumstances these officers were to be labelled, in case the bank would have opted to bring them in the witness box, as accomplices. The bank thought it expedient to examine Shri V. K. Gupta who was Chief Manager of the branch, against whom no allegations were levelled relating to his involvement in commission of fraud. Therefore, it cannot be said that testimony of Shri Gupta was unworthy of credence. These aspects make it clear that submissions advanced by Shri Brijender Singh are irrelevant on these issues too.

46. Claimant has raised his eye brows on the issue of lodging an FIR in the matter. He presents that Shri Gupta took steps to protect Shri Mukesh Kumar Singhal. According to him when "protective digit column" was left blank by Shri Singhal, he facilitated the fraud. Shri Singhal was not named in the FIR, alleges the claimant. He presents that it was so done by Shri Gupta, to protect his protegee. He further presents that handwriting of Singhal was not sent to an expert for comparison. He claims that Shri Gupta had not raised any finger on Singhal in his report Ex. MW1/4. However, it is not a disputed fact that subsequently needle of suspicion pointed towards Shri Singhal, whose name was referred to police as a person involved in the crime. Whether the fact that initially Singhal was not held accountable would exonerate the claimant of the charges? As detailed above, the account, in which fraud was committed, was got introduced by the claimant from Chotu Giri Baba on misrepresentation of facts, he deposited a sum of Rs.2000 on the strength of vouchers Ex. MW2/4, moved an application Ex. MW2/2 for issuance of a draft and issued cheque Ex. MW2/3 in support of that application. All these facts make it clear that involvement of the claimant was there in the fraud and act of initially not raising an accusing finger on Singhal would not absolve him of the liability. Therefore, his submission in that regard are also discarded.

47. A claim has been made that Dharmender Kumar was a real person and his photo was affixed on the account opening form. He was interviewed by Shri Guliani and after verification of facts the account was opened. It has been argued that Shri Dharmender Kumar had appeared before Inderpal Singh when he deposited a sum of Rs. 500 on 24-5-96 and claim of the bank that account was opened in a fictitious name, is unfounded. Submissions so advanced, on behalf of the claimant are false to his own knowledge. When arguments were advanced by Shri Kapoor the Tribunal advised the claimant to bring Dharmender Kumar or Chotu Giri Baba in the witness box to prove genuineness of his actions. Though time was granted to the claimant to do the needful, yet he opted not to bring either of them in the witness box. Hollowness of his claim surfaced over the record. On the other hand it is not disputed on behalf of the claimant that in the criminal case lodged against him, Dharmender Kumar has been projected as a fictitious person. All these circumstances highlight that Dharmender Kumar, in whose name the account was opened, was a fictitious person and his address was non existent. Photograph of a person was subsequently affixed on the account opening form and that person is also found to be not traceable. These facts go to establish that claimant is raising irrelevant issues, which have no bearing on the matter.

48. Shri V. K. Gupta could highlight that the claimant got opened account No. 39/14557 in the name of one fictitious person, deposited a sum of Rs. 2000 in that account on 25-5-96, obtained pass book and cheque book impersonating himself as Dharmender Kumar, conspired with Mukesh Kumar Singhal and others to defraud the bank and in furtherence of that conspiracy Mukesh Kumar

Singhal left protective digit column blank and digit '9' was prefixed to the credit entry of Rs. 5000 as well as other entry of Rs. 5500 in between 8th to 11th of June 1996, a sum of Rs.80000 was withdrawn out of that account on 11-6-96 on the strength of cheque Ex. MW2/8, prefixed figure '4' to the credit entry of Rs. 5000 which was already interpolated and balance entry of Rs. 5500 which was interpolated as referred above and then presented a cheque of Rs. 24000 on 14-6-96 and got it encashed and on 20-6-96, presented application for issuance of a draft in favour of Quality Tyres, Roshanara Road, Delhi, supported by a cheque Ex. MW2/7, The draft was issued and obtained by the claimant. Since fraud came to light on 21-6-96 and further development became known to all and sundry, the said draft was not presented to and Quality Tyres, Roshanara Road, Delhi, for purchase of goods. The events detailed above form a complete chain, pointing out that it was the claimant and his associates who entered into a conspiracy and in furtherance of that conspiracy the bank was defrauded in the manner portraited in preceding sections. The bank has been able to prove misconduct of the claimant, beyond doubts.

49. As detailed above, the claimant defrauded the bank and put it to loss to the tune of Rs.1,04000 Acts of dishonesty or fraud constitute misconduct of serious nature warranting penalty of dismissal. Reference can be made to a precedent in Tika Ram & Sons Ltd. [1960(1) LLJ 514]. To warrant punishment of dismissal, the act must be of a grave nature, since casual or minor act, which may technically constitute fraud or dishonesty, will not warrant severe punishment. Such acts must have a rational connection with employment of the employee with his employer. When misconduct of the claimant is perceived, it is evident that it was of a very grave complexion. Being an employee of the bank he was under an obligation to protect its property and to discharge his duties in a loyal and faithful manner. Instead of proving true to salt, the claimant defrauded the bank and put it to loss of a huge amount. Consequently one cannot project that misconduct committed by the claimant was of lesser gravity or consequences. Such an employee cannot be retained in service. Punishment lesser than their removal from service is not warranted for such serious and grave misconducts.

50. There is other facet of the coin. Shri Mukesh Kumar Singhal, who left "protective digit column" blank and facilitated fraud, was charge sheeted and punished with stoppage of two increments. Claimant agitates that punishment awarded to him was discriminatory, since he was placed in the same bracket in which Singhal was fixed. Punishment of dismissal from service was awarded to him, while Shri Singhal is still in service of the bank. In Criminal Jurisdictions a person who facilitates commission of crime is known as accessory before the fact, in case he is not present at scene of crime. Accessory before the fact is one who, being absent at the time of crime committed, assists, counsels or commands another to commit a crime. Accessory after the fact is one who, knowing that a crime has been committed, receives, comforts or assists the criminal. Any assistance, whatsoever given to a criminal, makes such a person an accessory. The Indian Penal Code does not draw a distinction in an accessory to the fact and a principle of the first degree, that is, the actual perpetrator of crime. Accessory before and after the fact are treated with different stands, since offences coined for them make provision for different punishment. Except the cases of vicarious liability, accessory is an offender of second degree, who receives punishment for the specific offence as coined by the Legislature. But in industrial jurisdiction those principles cannot be imported. In industrial relations the employer may distinguish between a person who perpetrates crime and the other who receives or relieves the employee after commission of the misconduct. One who perpetrates serious misconduct may be dealt differently than the one who facilitates misconduct. In such a situation different yardsticks may be adopted, while awarding punishment to the person who committed serious misconduct and the one who facilitated it, without being present at the scene of crime. Here in the case Shri Singhal facilitated misconduct by leaving "protective digit column" blank. His role is different and distinct than that of the claimant, who was mastermind of the entire show. However, magnanimity shown to Shri Singhal by the bank in award of penalty will have to be taken note of while awarding punishment to the claimant. Considering facts in entirety, this Tribunal is of the view that punishment of removal from service, which may not be a stigma for future employment, would be adequate punishment for the claimant. Hence punishment of removal from service is substituted for the punishment of dismissal, which punishment shall relate back to the date of punishment awarded to him by the bank. An award is accordingly, passed. It be sent to the appropriate Government for publication.

Dr. R. K. YADAV, Presiding Officer

Dated: 29-11-2010

नई दिल्ली, 19 जनवरी, 2011

का.आ. 470.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं सेन्ट्रल नारकोटीक ब्यूरो के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 129/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-1-2011 को प्राप्त हुआ था।

[सं. एल-42012/112/2003-आईआर(सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 19th January, 2011

S.O. 470.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the award (Ref. No 129/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the management of Central Narcotics Bureau, and their workman, received by the Central Government on 19-1-2011.

[No. L-42012/112/2003-IR (CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

I.D. 129/05

Reference No.L-42012/ 112/2003-IR(CM-II) dated: 21-11-2005

Shri Uma Shanker Aggarwal
S/o Narayan Lal,
B-37, Subhash Colony,
Kherli Phatak, Kota (Raj.)

... Petitioner

V/s

The Dy. Narcotics Commissioner,
Central Narcotics Bureau,
Jhalawar Road, Kota (Raj.)

... Respondent

Present : Presiding Officer Sh.N.K.Purohit

For the Applicant Sh. Suresh Kashyap

For the non-applicant Ex-party

AWARD

3-01-2011

1. The Central Government in exercise of the powers conferred under clause (d) of sub-section 1 & 2(A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following Industrial dispute to this tribunal for adjudication which runs as under:

> "Whether the action of the management of Central Narcotics Bureau, Kota in terminating the services of Sh. Uma Shanker Agarwal S/o Sh. Narayna Lal is legal and justified? If not, to what relief he is entitled to and from which date?"

2. The workman has pleaded in his claim statement that initially he was employed as part time worker on 1-3-97and he was performing full time work as daily wager worker w.e.f. 7-1-98 on minimum wages basis. But management has terminated his services w.e.f 24-2-2002 without assigning any reason in violation of Section 25(F) of I.D. Act and his salary for the period from 17-12-2001 to 24-1- 2002 has also not been paid to him. The workman has further pleaded that workmen Shri Narayan Singh, Sh.Sunil Kumar, Sh.Pratap Singh, Sh.Ramswaroop Meena etc. who were junior to him have been retained by the non-applicant. Therefore, his termination is in violation of provisions of Section 25(G) of the I.D. Act. He has also pleaded that he had filed an O.A. before the CAT which was disposed of with the direction that on submission of the representation by the workman the same should be decided by a speaking order. Accordingly, he submitted his representation on 13-3-2002 but the same was rejected vide order dated 8-7-02. The workman has contended that he had worked continuously during period from 1-3-97 to 24-2-2002. Therefore, his termination is illegal & unjustified. The workman has prayed for his reinstatement with full back wages and other consequential benefits.

3. In reply, refuting the claim of the workman, the non-applicant has contended that the services of the applicant were taken as contingent worker on as and when required basis. He was never appointed against any vacant post and had never worked for 240 days in any calendar year. Therefore, the workman is not entitled for any relief. The non-applicant has further contended that being a government department appointment against any post can be made only after following the procedure and rules in this regard. The non-applicant has denied this fact that juniors to the workman have been retained. It has been contended that the workman himself had left the service, therefore, the claim of the workman deserves to be rejected.

4. The workman submitted his affidavit on 2-5-06 and he has been cross-examined on the said affidavit by the non-applicant on 2-6-2006. The workman has also produced documents Ex. W-1 to Ex. W-13 on the record in support of his claim.

5. It is pertinent to mention that after closing the evidence of the workman the case was posted for non-applicant's evidence on 12-7-06, but the post of the Presiding Officer remained vacant for more than three years. Therefore, fresh notices were issued to both the parties after posting of the Presiding Officer. It appears from the proceedings that both the parties were present on 19-4-10. But on next date i.e. 21-5- 10, none appeared on behalf of the non-applicant side, therefore, order to proceed ex-party against the non-applicant was passed. Subsequently, Shri Brajesh Dhabai, Advocate, appeared and filed an application to set aside the ex-party order. But he was not having any authority letter on behalf of the non-applicant. It is also pertinent to mention that the non-applicant's representative Shri T.P. Sharma, Advocate did not appear on the said date. On 15-7-10 the case was fixed for hearing on the application to set aside the ex-party proceedings but the authorized representative on behalf of the non-applicant did not appear on the said date also and on behalf of him Shri Siyaram Chaudhary, Advocate, appeared and submitted memo of appearance. He sought time for arguments on the application for setting aside the ex-party proceedings. Therefore, case was posted on 23-8-10 for hearing arguments on the said application but none appeared on behalf of the non-applicant. Resultantly, the said application dated 21-5-10 was rejected and case was posted on 14-10-10 for hearing of ex-party arguments. On that date too none

appeared on behalf of the non-applicant, therefore, in above factual backdrop after hearing the representative for the workman, the case was reserved for award.

6. In view of the rival pleadings of both the sides the questions crop-up for consideration are as under:—

(i) Whether the workman had continuously worked from 1-3-97 to 24-2-2002 and completed 240 days of actual service with the non-applicant during the calendar year preceding his termination, whose service was terminated in violation of Section 25(F) of the Act?

(ii) Whether juniors to the workman have been retained, therefore, his termination is in violation of provisions under section 25(G) of I.D. Act?

(iii) What relief the workman is entitled to?

Point No.1

7. The learned representative for the workman has submitted that the workman was engaged as part time employee w.e.f 1-3-97. He was given appointment as daily wager for one month vide order dated 27-1-95 but it was not disclosed to him that his appointment was for a particular period. The workman had continued to work as such till his termination. It has been further submitted that the deposition of the workman is fortified by the documents Ex.W-1 to Ex.W-13 adduced by him in documentary evidence and it is established from the said documents that workman had continuously worked under the non-applicant from 1-3-97 to 24-1-2002 and had completed 240 days in a calendar year preceding his termination. He has also submitted that the non-applicant has not rebutted the evidence of the workman by adducing any oral or documentary evidence. Thus, there is no reason to disbelieve the evidence adduced by the workman.

8. I have bestowed my thoughtful consideration on the submissions of the learned representative for the workman and scanned the relevant record.

9. The workman in his affidavit has deposed that he was engaged as part time employee on 1-3-97. Subsequently, vide order dated 27-1-98 Ex.W-2, he was engaged as full time worker on daily wages for one month w.e.f. 7-1-98. Thereafter he had continued to work as such till date of termination i.e. 24-1-2002. He has further deposed that his service was orally terminated on 24-1-2002 without assigning any reason. The workman in support of his submissions has adduced the documents Ex.W-1 & Ex.W-2 on record.

10. Ex.W-1 is copy of the application dated 7-1-98 submitted by the workman for engaging him as full time worker. He has stated in the said application that he was working as part time employee as waterman.

11. Ex.W-2 and Ex.W-3 are orders of the non-applicant dated 27-1-98 and 3-4-98 respectively which show that the workman was appointed as daily wager worker for the period mentioned therein on 32 Rupees per day as wages w.e.f. 7-1-98 and 10-3-98 respectively. The workman has stated that such orders used to be issued every month. The workman has also produced two experience certificate Ex.4 and Ex. W-6 given by the then Superintendent, Central Narcotics Bureau, Kota (Rajasthan). The certificate Ex.W-4 dated 30-6-99 shows that the workman was working under non-applicant for last two years on the said date of certificate. The another certificate Ex. W-6 shows that on the date of issuing certificate i.e. 19-10-2000 he was working for last three years as daily wager.

12. The document Ex.W-7 is a fax massage dated 9-7-01 sent by the Assistant Narcotics Commissioner (IQRS) to the Dy. Narcotics Commissioner, Kota/Lucknow/ Neemach wherein instructions were given for strict compliance of the directions of the Narcotics Commissioner that daily wagers who were being paid for half day work should be kept for the whole day and paid for the day and directions were also given to furnish the names, place and date of employment of all daily wagers in the departments. In response to the said fax massage a list Ex.W-8 of such daily wagers was faxed on 18-7-01. In the said list the workman was shown as waterman at Kota office since 1-6-97.

13. The workman has also produced the copy of the letter dated 14-12-01 Ex.W-7 of the Dy. Narcotics Commissioner (Admn.) addressed to the Dy. Narcotics Commissioner, Kota/Lucknow/Neemach wherein directions were issued not to terminate any daily wager till further orders. The copy of the order dated 21-2-2002 passed by the CAT, Jaipur Branch in O.A.75/02 Ex.W-7 produced by the workman reveals that directions were given in the said O.A. to the non-applicant to decide the representation of the workman by a speaking order. Ex.W-11 is representation given by the workman and Ex.W-12 is order of the Dy. Narcotics Commissioner, Kota passed in compliance of the directions given by CAT in the aforementioned O. A. In said order Ex.W-12, it is mentioned therein that the workman had worked as daily wager worker and had performed the work of a contingent worker. As regard experience certificate Ex.W-6 dated 19-10-2000 following observations were made in the said order:

> श्री उमाशंकर द्वारा उल्लेखित पत्र संख्या 1(22)-9/प्रशा/98 7402 दिनांक 19-10-2000 का प्रमाण-पत्र एक अधीक्षक (कार्यपालक) स्तर के अधिकारी द्वारा दिया गया है, जो इस प्रकार की अधिकारिता नहीं रखता क्योंकि ऐसा अधिकारी न तो नियोक्ता है और ना ही नियंत्रण अधिकारी है। यह प्रमाण-पत्र अधिकारी विशेष ने अपने व्यक्तिगत हैसियत से दिया है। अतः विभाग के लिए यह प्रमाण पत्र बंधनकारी नहीं है।

14. From above observation, it is evident that the said certificate was issued by the officer of the non-applicant and it is not the case of the non-applicant that facts mentioned in the certificate are not correct.

15. In the said order Ex.12 the following observation as regards termination of the workman is very pertinent :

श्री उमाशंकर को कार्य न होने के कारण हटाया गया क्योंकि बिना कार्य के शासकीय धन का व्यय करना नियमानुसार उचित नहीं है। इनके अनुरूप कार्य उपलब्ध नहीं था। इसलिए इनको दिनांक 24-1-2002 से हटा दिया गया।

16. It is an admitted fact in the said order Ex.W-12 that the workman's service was terminated on 24-1-02. It has been impliedly admitted that prior to termination of service on 24-1-02, the workman was working with the non-applicant as daily wager. The non-applicant has not adduced any evidence in rebuttal of the workman's evidence and except pleadings of the non-applicant, there is nothing on record to substantiate the version of the non- applicant in its reply but pleadings are no substitute for proof. Under these circumstances, there is no reason to disbelieve the version of the workman that he had worked with non-applicant during period from 1-6-97 to 24-1-02 and has also completed 240 days in preceding twelve months from the date of his termination i.e. 24-1-2002.

17. In view of the above discussions it is established from the statement of the workman and the documentary evidence adduced by him in support of his submissions that the workman had continuously worked for 240 days during preceding 12 months from the date of his termination i.e. 24-1-2002. The workman has stated that his service was terminated without assigning any reason and without complying with the provisions of Section 25(F) of the I.D. Act. It is not the case of the non-applicant in its reply that one months notice or pay in lieu thereof and the retrenchment compensation were paid to the workman prior to his termination on 24-1-2002. Thus, the workman is entitled to get the protection u/s 25(F) of the I.D. Act. Accordingly, this point, therefore, is decided in favour of the workman.

Point No.II

18. The workman has deposed that at the time of termination of his service on 24-1-2002 juniors to him namely viz. Shri Narayan Singh, Sh. Sunil Kumar, Sh. Pratap Rao, Sh. Ramswaroop Meena were working under the non-applicant have been retained and they are still in service.

19. In cross-examination the workman has admitted that they were performing work as mentioned against their names. The workman has produced the copy of fax Ex.W-8 dated 9-7-2001 showing particulars regarding names of persons who were working as daily wager, their place of working and date of engagement as daily wager.

20. Section 25(G) casts an obligation to follow the procedure prescribed therein at the time of retrenchment of a workman. It envisages that where a workman is to be retrenched who belongs to a particular category of a workman in that establishment, in the absence of any agreement, the employer shall ordinarily retrenched the workman who was the last person to be employed in that category. Thus, it is essential that the persons said to be junior to the workman going to be retrenched should belong to a particular category of workmen in the establishment.

21. On perusal of the list of daily wager worker Ex.W-8 relied on by the workman, it reveals that the workman was working as waterman in the establishment, but the persons said to be juniors to him viz Shri Narayan Singh, Sh. Sunil Kumar, Sh. Pratap Rao, Sh. Ramswaroop Meena said to be retained by the non-applicant were not working as waterman at Kota. Since they were not working in particular category i.e. waterman at Kota, it cannot be said that the action of the non-applicant in terminating the service of the workman was in violation of Section 25(G). Therefore, this point is decided against the workman.

Point No.III

22. Now, the question left for consideration is as to whether the workman is entitled to be reinstated with back wages? As regards back wages Hon'ble Apex Court in (2005) 5 SCC 591 between Haryana Roadways v/s Radha Singh Hon'ble Apex Court has observed :—

> "There is no rule of thumb in every case where the industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the I.D. Act, entire back wages should be awarded. . . . However, where the total length of service rendered by a workman is very small. The award of back wages for the completer period from the date of termination till the date of award, whichever experience shows is often quite large, would be wholly inappropriate. Another important facts, which required to be taken into consideration is the nature of employment. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calendar year."

23. In present matter the workman was working as a daily wager. He has not embodied the fact in the claim statement that he has not remained in gainful employment since his termination nor he has described this fact in his affidavit. Having regard to the nature of job, the period during which he had worked, the amount of wages he was receiving and keeping in view the entire facts and circumstances, the interest of justice would be sustained by reinstating the workman with 25% back wages.

24. In the result the reference is answered in the affirmative in favour of the workman and it is held that due to non compliance of Section 25(F) of the I.D.Act the action of the management Central Narcotics Bureau in terminating the service of the workman Shri Umashankar is illegal and unjustified. The applicant is entitled to be reinstated with 25% back wages from the date of his termination i.e. 24-1-2002. The award is passed in these terms accordingly.

25. Let a copy of the award be sent to Central Government for publication u/s 17(1) of the Act.

N. K. RUROHIT, Presiding Officer

नई दिल्ली, 19 जनवरी, 2011

का.आ. 471.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं बी. बी. एम. बी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के, बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, चण्डीगढ़ के पंचाट (संदर्भ संख्या 330/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-1-2011 को प्राप्त हुआ था।

[सं. एल-23012/6/1999-आईआर (सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 19th January, 2011

S.O. 471.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 330/2005) of the Central Government Industrial Tribunal-cum-Labour Court-No. 2, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BBMB and their workman, which was received by the Central Government on 19-1-2011.

[No. L-23012/6/1999-IR (CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sri A.K. Rastogi, Presiding Officer

Case No. ID 330/2005
Registered on 10-03-2000

Sh. Ashok Kumar S/o Sh. Ram Lal,
Plot No. 114, Karnail Singh Nagar,
Pakhowal Road, Ludhiana. ...Applicant

Versus

The Chief Engineer, Bhakra Dam, Nangal Township, District Ropar (Punjab).

...Respondent

APPEARANCES

For the workman — Sh. R.K.S. Parmar, A.R of Workman

For the Management — Sh. S.K. Goel, Joint. Director (Legal), BBMB.

AWARD

Passed on 7th Jan., 2011

Central Government vide Notification No. L-23012/6/99-IR(CM-II) Dated 29-02-2000, by exercising its powers under Section 10 sub section (1) Clause (d) and sub-section 2(A) of the Industrial Disputes Act, 1947 (hereinafter referred to as Act) has referred the following Industrial dispute for adjudication to this Tribunal :—

> "Whether the action of the Assistant General Mananger, State Bank of India, Region-1, Haryana Zone in removing Shri V. K. Miglani, Ex-Clerk-cum-Cashier from his services in justified? If not, what relief is the workman entitled?"

The workman has raised an industrial dispute by stating that he was employed with the management as Fitter skilled Mazdoor on daily wages. He could not attend his duties w.e.f. 1-12-1993 on account of illness, about which he had intimated the management from time to time but his services were terminated on 30-11-1993 vide order dated 20-6-1995. His name was deleted from the Muster Roll and the seniority list. He was informed about his termination in August 1995 when he went to report for duty with the Medical and Fitness Certificates. His services were terminated with back date. According to him his absence from duty is misconduct but he was not issued any charge-sheet and no domestic enquiry was held. He was not paid any retrenchment compensation either, though he had rendered 285 days service within 12 calendar months. His termination is illegal. He has prayed for his reinstatement with full back wages.

Claim was contested by the management. In the written statement it was stated that after October 1992, the workman started remaining absent from duty. In the months of November and December 1992 and January and February 1993 his absence was 3-4 days in a month but gradually he start remaining absent for longer period without any intimation and prior permission. He had been called to explain his absence and his reply in this regard was not found satisfactory and a charge-sheet-cum-explanation letter was served but he did not reply to it and left the job after attending for 28 days in November 1993. Subsequently, several letters were sent to the workman but no reply was received. Vide letter No. 8897-903/50-G dated 9-6-1995 the workman was informed that his name has been struck off from the rolls of Workshop Division and accordingly, a Letter No. 9484-91/50-G dated 20-06-95 was issued to him but he made no representation. It was denied that the name of the workman was struck off without affording any opportunity to him. According to management the workman remained willfully absent from duty and it is not a case of abandonment. His case has no merits.

In support of his case, the workman filed his own affidavit along with certain documents. On the other hand the management filed the affidavits of Sh. A.K. Alhuwalia, S.D.O. Nangal Workshop Division, Nangal and examined Dr. Pummy Singh as witness. Management also relied on certain documents, which will be referred to at the appropriate place.

The AR of the workman did not appear to argue the case. However, the claim statement has a mention of some case law. I have heard the learned Law Officer of the Management and perused the record.

It is important to note that the reference is about the justification and validity or otherwise of the service of the workman without conducting domestic enquiry. The termination without complying with the provisions of Section 25F of the Industrial Disputes Act is not in question.

Admittedly the workman was a daily wager and his services were terminated by striking off his name from the rolls due to his continuous absence from duty. From Ex. M-24 it is clear that his name was struck off from the rolls/ seniority list of daily rated workers of Nangal Workshop with immediate effect on 16-6-1995. The contention of the workman that on 20-6-1995 his services were terminated from back date w.e.f. 19-6-1993 is therefore wrong. The workman has relied on a judgment of the Hon'ble Punjab and Haryana High Court in Sita Ram Versus Labour Court, Patiala FJR Vol. 88 Page 516 in which the Division Bench of the Hon'ble High Court has held that absence from duty is not covered by any of the exceptions enumerated in Sub Clause (a), (b), (bb) and (c) of Sec. 2(oo) of the Act. Absence from duty can at the most be held to be a misconduct. The termination of services on the ground of misconduct could not be resorted to without holding an enquiry or complying with the Provisions of the Act.

But in this regard one fact is important and it is that admittedly workman was a daily wager. The question is whether the termination of the services of a daily wager without conducting domestic enquiry on the charge of remaining absent from duty is just and legal. I am of the view that a daily wager not holding any post or rank in service cannot claim rights of regular employees available in the service rules including right to departmental enquiry. My view finds support from the judgment of a Division Bench of the Hon'ble Delhi High Court in Delhi State Industrial Development Corporation Ltd. Versus J.K. Thakur 2001 LLR 830.

It is, therefore, held that the management committed no illegality by terminating the services of the workman without conducting any domestic enquiry and the action of the management is just and legal.

Though it is not the subject matter of the reference yet the termination of the workman cannot be assailed on the ground of violation of Section 25F of the Act also. Because for the protection of Section 25F of the Act, the workman must have worked for at least 240 days in 12 calendar months preceding the date of the termination, which is 20-06-1995 in the present case, while admittedly the workman remained absent from duty from 1-12-1993 till his services were terminated.

It is, therefore clear that the action of the Chief Engineer, Bhakra Dam, BBMB, Nangal Township, Ropar in terminating the service of the workman without conducting domestic enquiry is just and legal and the workman is not entitled to any relief. The reference is accordingly, answered against the workman. Let two copies of award after due compliance be sent to the Central Government for further necessary action.

ASHOK KUMAR RASTOGI, Presiding Officer

नई दिल्ली, 19 जनवरी, 2011

का.आ. 472.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल वेयर हाऊसिंग कॉर्पोरेशन के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 23/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-1-2011 को प्राप्त हुआ था।

[सं. एल-42012/1/2009-आईआर(डी.यू)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 19th January, 2011

S.O. 472.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 23/2009) of the Central Government Industrial Tribunal-cum-Labour Court-1, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Ware Housing Corporation and their workman, which was received by the Central Government on 19-1-2011.

[No. L-42012/1/2009-IR (DU)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE DR. R. K. YADAV, PRESINDING OFFICER CENTRAL GOVT. INDUSTRIAL TRINUNAL NO. 1, KARKARDOOMA COURTS COMPLEX DELHI

ID. No 23/2009

ShVeer Singh and 19 others,
House No.70, Gali No.7,
Village Gajipur, Delhi.

...Workman

Versus

The Manager,
Central Ware Housing Corporation,
ICD. Patparganj.
New Delhi.

...Management

AWARD

Central Warehousing Corporation (hereinafter referred to as the Corporation) runs Inland Clearance Depot (in short I.C.D.) at Patparganj, Delhi. It transports containers at I.C.D. Patparganj from various destinations especially from Central Freight Station (in short C.F.S.), Jahawar Lal Nehru Port Trust, Navi Mumbai. For transportation of containers, the Corporation took a decision to purchase ten tractor trailers from Volvo India Pvt. Ltd. (in short V.I.P.L.). The Corporation entered into an agreement with the said company on 19-11-99. Besides purchasing ten tractors trailer, the Corporation decided to award container transportation work to V.I.P.L., who in turn agreed to run those tractor trailers with experienced trained staff and supervise, manage, maintain and operate those trailers @ Rs.16.25p Km. in 1st year for trips to be undertaken from ICD Patparganj to Navi Mumbai. Agreement was to last for 5 years and variable rates were decided in the agreement, referred above. To carry out the responsibility undertaken, V.I.P.L. engaged 20 drivers, who were specially trained to ply those tractor trailers. Drivers, so engaged, were put under the supervision of "M/s National Freight Career". From October, 2003, to September, 2004, those tractor trailers were not put to use and remained stationed at C.S.F., Jawahar Lal Nehru Port Trust, Navi Mumbai. On 9th of May, 2006, services of those 20 drivers were dispensed with. They ran away with keys and registration documents of the vehicles. With intervention of local police, keys and registration documents were got returned. Those drivers raised a demand of their reinstatement in service of the Corporation, which demand was dispelled. They raised an industrial dispute before the Conciliation Officer. Since they were not taken in service by the Corporation, conciliation proceedings failed. On consideration of failure report submitted by the Conciliation Officer under sub- section (4) of section 12 of the Industrial Dispute Act, 1947 (in short the Act) the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No.L-42012/1/2009-IR(DU), New Delhi, dated 11-5-2009, with following terms :—

> "Whether there is employer-employee relationship between the Management of Central Warehousing Corporation and Shri Veer Singh and 19 others, as per Annexure? If so, whether the action of the management in terminating their services w.e.f. May, 2006 is legal and justified and if not, what relief the workmen concerned are entitled to ?"

2. In the annexure names of Veer Singh, Sher Bahadur Singh, Gaya Baksh Yadav, Ram Bachan Chauhan, Rajender Chauhan, Rambir Sharma, Ram Kumar, Ramveer Singh, Murli Patil, Gaja Nand Kadam, Ram Chander Kharode, Narender Gautam, Ajay Kumar Yadav, Ram Prasad, Kundan Singh, Manoj Kumar, Ankush Gudgude, Raja Babu, Brijesh Singh and Ram Karan Sharma were detailed.

3. Claim statement was filed on behalf of the drivers pleading that they were engaged by the Corporation in November, 99, to ply its Volvo vehicles. Their wages were fixed at Rs. 6000/- PM, besides Rs. 100 per day as food allowance. No appointment letter was issued in their favour. Legal facilities such as ESI and P.F. Contribution, attendance card, pay slip, punching card, identity card, name in employment register etc. were not provided to them. When they raised a demand for legal facilities, they were put off on one pretext or the other. It has been pleaded that the drivers used to ply vehicles of the Corporation from ICD Patparganj to Mumbai, besides other stations. Since they had to spent considerable period in journey, hence they could not unite to bargain collectively. They used to drive vehicles No.HR55-2095, HR55-2098, HR-55-2192, HR55-2093, HR55-2200, HR-55-2097, HR-55-2199, HR55-2201 and HR55-2198. When they demanded their legal rights, the Corporation dispensed with their service on 5-5-06, in an illegal manner. No notice was served on them. Their earned wages were also not paid. Action of terminating their services is violative of labour laws. They are unemployed since date of their termination. A claim was made that an award may be passed reinstating their services with continuity and full back wages, besides other benefits available to them under labour laws.

4. Claim statement was demurred pleading that being a statutory Corporation the opposite party has its recruitment rules. Only one post of staff car driver is there with the Corporation. Besides that post, no post of driver, to drive a heavy vehicle, is available with the Corporation. The claimants were never engaged by the Corporation, hence relationship of employer and employee never existed between the parties. Claimants filed a civil suit No. 1174 of 2006 wherein an admission was made that they were under supervision of M/s. National Freight Career, since 19th of December, 1999. They further admit that their salaries were paid by the said contractor. The Corporation pleads that the claimants do not dispute that in October, 2003, contractor handed over responsibility of an operator to the Corporation, tractor trailers were lying stationed at C.F.S., Jawahar Lal Nehru Post Trust, Navi Mumbai, from October, 2003 to September, 2004 and the fact that a writ petition being WP (C) No. 9908-27 of 2006 was filed by them in High Court of Delhi wherein they admitted that they were supervised by the contractor, referred above. In view of the admission so made, now it does not lie in their mouth to claim themselves to be employees of the Corporation.

5. The Corporation projects that a license has been issued in its favour by custom authorities to run inland clearance depots, which license can be revoked at any point of time. Central Freight Station being run at Kalamboli, Navi Mumbai was closed when license was abruptly terminated by custom authorities on 29-1-96. In the same manner ICD at Surat. Udaipur, Rajkot and Raipur had to be

closed down. Work of handling containers at ICD is variable and no fixed volume of work is available. Work depends on government policies, market trends and services provided by the IC.Ds. Large number of IC.Ds. have come up in private sector also. Hence work being undertaken by I.C.D. cannot be called perennial in nature. Manual handling of cargo is nowhere being done by regular employees of the Corporation.

6. The Corporation admits that it purchased 10 tractor trailers in 1999 from V.I.P.L. An agreement was entered into on 19-11-99 and in terms of the said agreement V.I.P.L. had to provide services to run, operate, supervise, manage and maintain those tractor trailers on agreed lump sum amount payable per trip between one designation to another. V.I.P.L. has also agreed to run those tractor trailers with experienced trained staff and carry out day to day maintenance, repairs and replacement of worn out/defective parts of those vehicles initially for a period of five years. The vehicles were to be maintained in accordance with Volvo Maintenance Policy and V.I.P.L. agreed to incur all expenditure in respect of diesel, transportation, maintenance, repairs, octroi, road tax, contingent enroute expenses, besides miscellaneous expenses associated with transport and movement. The Corporation agreed to compensate V.I. P. L. for the services, as detailed above. It was specifically agreed by V.I.P.L. that there would be no liability of the Corporation of any kind for the drivers and workers engaged by it to run tractor trailers. Sixty six round trips of those tractor trailers in a year was agreed. In an average 2 to 5 trips in a month could take place, which fact makes it clear that there was no regular work for those tractor trailers' movements. The Corporation projects that the claimants might have been employed by V.I.P.L. or National Freight Career (in short NFC) in furtherance of the agreement so entered. Later on M/s Ornate Multi Model Careers (in short OMMC) agreed to operate tractor trailers on agreed rates. Salary of the claimants might have been paid by the V.I.P.L., N.F.C. or OMMC, in case they were employed by them. From October, 2003 to September, 2004 vehicle remained idle at Mumbai. From September, 2004 the contract was awarded to OMMC. It has been denied that the claimants were engaged by the Corporation. It has further been denied that their salary was fixed at Rs. 6000 PM besides Rs.100 per day as food allowance. The Corporation pleads that there was no question of its liability to provide legal facilities to the claimants. It has been disputed that the Corporation terminated services of the claimants. A claim has been made that the claimants have no cause against the Corporation, hence their claim statement may be dismissed.

7. Rambir Sharma (WW1), Ram Bachhan (WW2), Kundan Singh (WW3), Manoj Kumar (WW4), Ram Kumar (WW5), Rambir Singh (WW6) , Gaya Bux (WW7) Ram Karan Sharma (WW8) and S.D.Sharma (WW9) , were examined on behalf of the claimants. Shri V.K.Tyagi, Manager, I.C.D. Patparganj, was examined on behalf of the Corporation. No other witness was examined in the matter.

8. Manoj Kumar entered the witness box on 4-1-2010. on which date he tendered his affidavit Ex.WW4/A, besides placing reliance on documents Ex.WW1/1 to Ex.WW1/24. His cross-examination was deferred for the next date at his request. Thereafter he opted not to appear for cross-examination. No opportunity could be accorded to the Corporation to purify testimony of Shri Manoj Kumar by an ordeal of cross-examination. Hence testimony of Shri Manoj Kumar cannot be read against the Corporation. The same is, therefore, discarded from consideration in support of the claim.

9. Arguments were heard at the bar. Shri B.S.Rana and Shri B.B.M.Nahotia authorised representatives, advanced arguments on behalf of the claimants. Shri J.Buther, authorised representative, raised submissions on behalf of the Corporation. Written submissions were also filed on behalf of the claimants. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:

10. Rambir Sharma swears in his affidavit that he started serving the Corporation as a driver on Volvo truck No.HR-55-2095, purchased by it from VIPL. He was paid Rs. 6000 as his wages, besides Rs.100 per day as expenses. No appointment letter was issued to him, besides other facilities. As and when he demanded appointment letter and legal facilities, he was put off by the Corporation saying that it would be provided after a few months. He was sent for training to Bangalore. He received training from VIPL and started working with the Corporation as a driver. His wages were paid by the Corporation. There were direct relationship of employer and employee between him and the Corporation. Reference made by the Corporation, to his civil suit and writ petition, nowhere take away relationship of employer and employee between them. Facilities such as ESI and P.F. contributions, attendance card, pay slip, punching card, identity card and name in wage register etc. were not provided to him by the Corporation. Since he used to spend considerable period in transportation of goods from I.C.D. Patpar Ganj to Mumbai, hence he could not assert his demand of above legal facilities by way of collective bargaining. His service were illegally terminated on 6-5-2006, without any notice. At the time of termination of his services neither his account was settled nor labour laws were followed. He is unemployed since the date of his termination. During the course of his cross-examination, he concedes that copy of the plaint Ex.WW1/M1 bears his signature. besides other claimants. He further concedes that copy of writ petition, filed before High Court of Delhi. is Ex.WW1/M3. He also admits that supporting affidavit was filed by Shri Veer Singh, copy of which is Ex.WW1/M4. He presents that original of

Ex.WW1/M5 was given by him in the office of VIPL at Bangalore, where he was sent for training. As a proof of fact that a room was allotted to him by the Corporation, he produced a receipt of money order sent by him to his family members, which is Ex.WW1/160.

11. Shri Ram Bachan Chauhan, Kundan Singh, Ram Kumar, Ramvir Singh, Gaya Baksh, Ram Karan Sharma, and S.D.Sharma swear facts in their respective affidavits on the same lines, as detailed by Shri Ramvir Singh. They project that they were engaged as driver(s) by the Corporation for driving Volvo trucks, purchased from VIPL. They were sent to training at Bangalore and thereafter served as driver(s) on respective tractor trailer(s) for transportation of goods from I.C.D. Patparganj to Mumbai. All of them project that they were employees of the Corporation, whom they served till 6-5-2006. As unfolded by them, their services were dispensed with by the Corporation in an illegal manner, without any notice and payment of their duties. All of them claim reinstatement with continuity of service. During the course of their cross-examination, they admit that a civil suit was filed on their behalf. It is also not disputed by them that a writ petition was filed before High Court of Delhi. It is also not disputed by them that on 6-6-2006 they took away keys and registration documents of the vehicles, which were returned on intervention by local police.

12. Shri V.K.Tyagi, Manager I.C.D. Patparganj, swears in his affidavit Ex.MW1/A that claimants were not engaged by the Corporation and there existed no relationship of employer and employee between the parties. None of them was ever recruited in accordance with the rules of recruitment by the Corporation. He projects that there was only one post of staff car driver, for light vehicle. However there was no post of driver to drive heavy vehicles. No vacancy was advertised at any point of time for recruitment of heavy vehicle driver(s). Corporation has no ICD or depot at Tuglakabad. In civil suit as well as writ petition claimants admitted that they were under supervision of M/s National Freight Career, the contractor. He details that since October, 2003 to September, 2004, all tractor trailers were lying idle at CFS, Jawaharlal Nehru Port Trust, Navi Mumbai. The Corporation operates Inland Clearance Depot at Patpar Ganj, on license being granted by the custom authorities, which license can be withdrawn or revoked at any stage. CFS at Kalamboli, Navi Mumbai, and I.C.Ds. at Surat, Udaipur, Rajkot and Raipur, were closed down when custom authorities terminated the license granted in favour of the Corporation. Work of handling containers at I.C.D. is variable and no fixed volume is guaranteed. Work undertaken at I.C.D. can neither be anticipated nor perennial in nature. Manual handling of cargo is not done by regular employees of the Corporation.

13. Shri Tyagi unfolds that 10 volvo tractor trailers were purchased from VIPL in 1999. On 19-11-99 an agreement was entered into between V.I.P.L. and the Corporation, wherein it was agreed that services to run, operate, supervise, manage and maintain tractor trailers, including employing drivers on agreed lump sum amount per round trip between one destination and the other, would be provided by V.I.P.L. V.I.P.L. had also agreed to run tractor trailers with experienced staff trained by them and carry out day to day maintenance, repairs and replacement of worn out/defective parts initially for a period of five years. V.I.P.L. also agreed to incurr all expenditure in respect of diesel, transportation, maintenance, repairs, octroi, road tax permits, contingent enroute expenses as well as miscellaneous expenses, associated with truck transport. Corporation agreed to compensate V.I.P.L. for cost of running, maintenance or/and operation of the fleet. V.I.P.L. agreed that there would be no liability of the Corporation of any kind in respect of the drivers and cleaners engaged by it to run tractor trailers. The Corporation paid advance in exigencies on request of contractors for enroute expenditure, like octroi, toll tax diesel etc. From October, 2003 to September, 2004, vehicles remained idle at Mumbai. From September, 2004 contract was awarded to OMMC. The claimants absconded with keys and registration documents of the vehicles on 6th of May, 2006. A police complaint was lodged in that regard. He presents that termination of the services of the claimants was not done by the Corporation. During the course of his cross-examination, he concedes that when agreement Ex. MW1/5 came to an end, fresh agreement was executed in favour of OMMC. He admits that when contractor changed, vehicles were handed over to new contractor by the Corporation. It is not disputed that in the year 2006 no contract was awarded to anyone to run aforesaid tractor trailers.

14. When facts testified by rival parties are appreciated, it came to light that at first instance claimants filed a civil suit, copy of which plaint is Ex.MW1/2. In that plaint it was projected that the claimants were recruited as drivers by the Corporation, after interview, screening test and verification of documents in November, 99 and sent for 10 days training at VIPL, Bangalore. It has also been detailed therein that initially the Corporation placed them under supervision of NFC. After successful completion of their training, they started working under NFC w.e.f. 19th of December, 99. They were getting salary of Rs.6000 PM, besides Rs.100 per day as food allowance. They were getting their salary from the contractor, namely, M/s. National Freight Careers. In October, 2003, contractor handed over charge and responsibility of operating aforesaid vehicles to the Corporation. When contract of NFC was withdrawn the Corporation assured them that they would be absorbed in its service. Since October, 2003 to September, 2004, the Corporation dealt with the claimants directly, when tractor trailers were lying idle at CFS, J.N.P.T., Navi Mumbai. It has also been mentioned in the plaint that on 6-5-2006 when they approached the Corporation for payment of salary, they were asked to deposit keys and

registration documents of the vehicles and told that their services stand terminated. Writ petition, copy of which is Ex.MW1/3, was filed in which petition too the claimants project that they were selected by the Corporation in Nov., 1999 as drivers for operating Volvo tractor trailers. Their selection was done after proper interview, screening test and verification of documents. After their recruitment by the Corporation, they were sent to Bangalore for specialized training with V.I.P.L. On completion of their training, some kind of supervision over them was handed over to NFC. It was unfolded in Ex. MW1/3 that payment of Rs.6000 as wages and Rs.3000 PM as food allowance was made to them on vouchers through NFC. In September, 2004, they were informed by the Corporation that they have been put on permanent job at C.F.S., J.N.P.T., Navi Mumbai. They continued to work up to 5th of May, 2006.

15. Shri Buther argued that there is a specific admission by the claimants in civil suit as well as writ petition to the effect that their salaries were being paid by N.F.C., the contractor. He agitates that the claimants project in the suit as well as writ petition that they were working under supervision of the contractor. He builds his case highlighting that as per their own admissions, claimants were working under supervision of the contractor, who was their employer. Their wages were being paid by the contractor. He attacks the stand taken in the claim statement arguing that a contradictory assertion has been made, when claimants claim to be employed by the Corporation. According to Shri Buther, facts admitted by the claimants in civil suit as well as writ petition would go to establish that they were employees of the contractor and not of the Corporation. In view of their admission, detailed above, the claimants cannot maintain a claim against the Corporation, argued Shri Buther. Arguments raised by Shri Buther are dispelled by Shri Rana.

16. Contents of Ex.MW1/2 and Ex.MW1/3 make it clear that there is no dispute to the proposition that after their recruitment and training the claimant were placed under supervision of a contractor. Their wages were also disbursed by the contractor. Subsequent events pleaded in Ex.MW1/2 and Ex.MW1/3 make their stand clear when the claimants claim that from Oct., 2003 to Sept., 2004, they were dealt directly by the Corporation. Assuming that the claimants were employees of the contractor, a proposition arises as to whether contract-labour can maintain a case for getting himself declared as an employee of the principle employer. For an answer to this proposition, the Tribunal has to take note of the law contained for section10 of the Contract Labour (Regulation and Abolition) Act, 1970 (in short the Contract Labour Act), which makes provision for prohibition of employment of contract labour. For sake of convenience provisions of section 10 of the Contract Labour Act are reproduced thus :

(1) Notwithstanding anything contained in this Act, the appropriate Government may, after consultation with the Central Board or, as the case may be, a State Board, prohibits by notification in the Official Gazette, employment of contract labour in any process, operation or other work in any establishment.

(2) Before issuing any notification under sub-section (1) in relation to an establishment, the appropriate Government shall have regard to the conditions of work and benefits provided for the contract labour in that establishment and other relevant factors, such as—

(a) whether the process, operation or other work is incidental to, or necessary for the industry, trade business, manufacture or occupation that is carried on in the establishment;

(b) whether it is of perennial nature, that is to say, it is of sufficient duration having regard to the nature of industry, trade business, manufacture or occupation carried on in that establishment;

(c) whether it is done ordinarily through regular workmen in that establishment or an establishment similar thereto;

(d) whether it is sufficient to employ considerable number of wholetime workmen.

Explanation—If a question arises whether any process or operation or other work is of perennial nature, the decision of the appropriate Government thereon shall be final.

17. As emerge out of the provisions of sub-section (1) of section 10 of the Contract Labour Act, the appropriate Government may, by notification in the Official Gazette, prohibit employment of contract labour in any process, operation or other work in any establishment. When employment of contract labour is prohibited, by issuance of a notification in Official Gazette by the appropriate Government, what would be the status of the contract labour employed in the establishment. Such a question arose before the Apex Court in the precedent in Steel Authority of India Limited [2001 (7) S.C.C.I]. The Apex Court ruled therein that there cannot be automatic absorption of contract labour by principal employer on issuance of notification by the appropriate Government on abolition of a contract labour, under sub-section (1) of Section 10 of the Contract Labour Act, it would be expedient to reproduce the law laid by the Apex Court which is extracted thus:

"... the contract labours fall in three classes viz. (1) where contract labour is engaged in or in connection with the work of an establishment and employment of contract labour is prohibited either because the industrial adjudicator/court ordered abolition of

contract labour or because the appropriate Government issued notification under Section 10 (1) of the Contract Labour Act, no automatic absorption of contract labour working in the establishment was ordered, (2) where contract was found to be a sham and nominal, rather a camouflage, in which case the contract labour working in the establishment of the principal employer were held, and in fact and in reality to be the employees of the principal employer himself. Indeed such cases do not relate to the abolition of contract labour but present instances wherein the court pierce the veil and declare the correct position and as a fact at the stage after employment of contract labour stood prohibited, (3) wherein discharge of statutory obligation of maintaining a canteen in an establishment the principal employer availed the services of the contractor. The courts have held that the contract labour would indeed be employees of the principal employer".

18. The Court ruled that neither Section 10 of the Contract Labour Act nor any other provision in that Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by the appropriate Government under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment. Consequently the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned. It was further ruled therein that in Saraspur Mills case [1974 (3) SCC 66], the workman engaged for working in the canteen run by the Cooperative Society for the appellant were the employees of the appellant mills. In Basti Sugar Mills (AIR 1964 S.C. 355) a canteen was run in the factory by the Cooperative Society and as such the workers working in the canteen were held to be employees of the establishment. The Apex Court ruled that these cases fall in class (3) mentioned above. Judgment in Hussain Bhai (supra) was considered by the Apex Court in the said precedent and it was ruled therein that the said precedent falls in class (2), referred above. The Apex Court concluded that on issuance of prohibitive notification under Section 10 of the Contract Labour Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by the contract labour in regard to conditions of service, the Industrial Adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere-ruse/camouflage to evade compliance of various beneficial legislation so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the establishment concerned, subject to the conditions as may be specified by it for that purpose.

19. As announced by the Apex Court, on issuance of a prohibitive notification, prohibiting employment of contract labour or otherwise in any industrial dispute brought before it by the contract labour in regard to conditions of his service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result in the establishment or for supply of the contract labour for the work of the establishment under a genuine contract or it is a mere-ruse/camouflage to evade compliance of beneficial legislation so as to deprive the workers of the benefits therein. Thus the Apex Court ruled that a contract labour can raise a dispute before the industrial adjudicator in regard to his conditions of service and in case the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer. The law laid by the Apex Court makes it clear that a contract labour can maintain an industrial dispute against the principal employer, in regard to his service conditions and genuineness of the contract, awarded to a contractor. The contractor may be a formal party but not a necessary party. Therefore, a contract labour can raise an industrial dispute against the principal employer for getting the contract declared as sham or bogus. Consequently it cannot be said that a contract labour cannot maintain an industrial dispute against the principal employer, without impleading the contractor as a party. Contention advanced by Shri Buther are brushed aside, accordingly.

20. Out of facts unfolded by the claimants, which are not dispelled by the Corporation, it emerge over the record that in November, 1999, 10 tractor trailers were purchased from V.I.P.L. Those tractor trailers were to be driven by specially trained drivers. Claimants were sent to Bangalore for training. After necessary training, claimants were put on job to drive those tractor trailers. The Corporation projects that it awarded contract to V.I.P.L. which contract is Ex. MW1/5. Perusal of Ex. MW1/5 re-affirms that 10 tractor trailers were purchased by the Corporation for transportation work. V.I.P.L. agreed to run these tractor trailers with experienced staff trained by them and to maintain, repair and replace worn out part of those tractor trailers for an initial period of five years. Consequently Ex. MW1/5 bring it to the light of the day that V.I.P.L. agreed to run and maintain aforesaid tractor trailers for a period of five years. Shri Tyagi admits in his cross examination that on change of contractor, tractor trailers were handed over to the new contractor. One may put emphasis on the proposition that those tractor trailers were to be driven by specially trained drivers, who were the claimants. Therefore, by his admission. Shri Tyagi projects that when tractor

trailers were handed over to the new contractor, services of the claimants were engaged by that new contractor. However, the said proposition does not get support from any cogent evidence, direct or circumstantial. On the other hand a proposition, to the effect that the claimants were employed by the Corporation, emerge over the record out of the documents which are considered herein below:

21. Ex.WW1/10 is an application addressed by claimant Ram Kumar to the Manager, I.C.D. Patparganj, Delhi, but handed over to the Manager, I.C.D., Kondli, wherein it has been detailed that the author of the application was in need, of money. It emerges out of Ex.WW1/10 that when Ram Kumar ran short of money to fuel the vehicle and meet other expenses, he made a request to the Manager, I.C.D., Kondli, who consulted the Manager, I.C.D., Patparganj on telephone and thereafter paid a sum of Rs. 1800 to Shri Ram Kumar. In the same manner document dated 10-1-2006 was relied by the claimant, on the strength of which a claim for a payment of Rs. 19021 was presented to Manager, ICD, Patparganj, Delhi. On perusal of that document it came to light that Ram Kumar spent money for refueling the vehicle and on other expenses including penalty charges. Details submitted by Ram Kumar were considered and on 31st of January, 2006 Manager I.C.D., Patparganj sanctioned the amount in his favour. Ex.WW1/13 is a bill presented by Shri Kundan Singh for payment to Manager, I.C.D., Patparganj, Delhi, wherein money spent on refueling the vehicle, repairs. payment of penalty and sundry expenses were detailed. Manager, ICD, Patparganj, considered his request and sanctioned a sum of Rs. 22938 in favour of Kundan Singh and Ramvir Sharma. Ex.WW1/14 is a receipt issued by driver Maruti Patil when a sum of Rs.15000 was handed over to him by Manager, I.C.D., Patparganj, for enroute expenses for playing of vehicle bearing registration No. HR55-2095. Ex.WW1/16 is a letter written by Maruti Patil requesting Manager, I.C.D., Kundli, for payment of some money to him. An order was passed on that application for payment of a sum of Rs.1800, as per instruction of the Manager, I.C.D., Patparganj. Ex.WW1/17 is a letter written by Dy. General Manager to Regional Manager of the Corporation at Jaipur, mentioning therein that a sum of Rs. 6000 was paid to Volvo driver Ram Bachan on 15-12-2005 to meet enroute expenses for two vehicles. On 31-1-2006 an advance amount of Rs.15000 was paid to Shri Maruti Patil, driver of vehicle No. HR-55-2098, by Manager, I.C.D., Patparganj for enroute expenses. Ex.WW1/M5 is a document through which drivers were informed as to whom they were to contact at Bangalore. Office address of VIPL at Bangalore, besides telephone numbers of the contractor were detailed in this document. This document was written on letter head of the Corporation and given to the claimants.

22. Ex.WW1/18 is a photo copy of money order receipt. This document projects that Kundan Singh, Volvo driver residing at room No.7, Second floor, 5 CWC building, Uran, P.O. Vokarveera, Distt. Rai Garh, New Mumbai, had sent a sum of Rs.1000 to Brij Gopal Sharma. This document portraits that Kundan Singh was residing in a room at 5 CWC building, located at Uran, Distt. Rai Garh, New Mumbai. In the same manner Ex.WW1/160 is a photo copy of money order receipt for a sum of Rs. 2000 sent by Kundan Singh to Shri Satish Nagar. In the same manner another sum of Rs. 1000 was sent by Kundan Singh to Satish Nagar, which amount was received by the letter on 29th of July, 2005. These documents go to establish that Kundan Singh was residing in room No.7, Second floor, 5 CWC building, located at Uran, District Rai Garh, Navi Mumbai. Claimants project that the said building belongs to the Corporation, which proposition has not been dispelled. Therefore, these money order receipts highlight that the claimants were allotted rooms in a building owned by the corporation. As projected by the claimants, in October, 2003 contractor handed over vehicles to the Corporation. Since October, 2003 till September, 2004, vehicles remained idle, parked at CFS, Jawahar Lal Nehru Port Trust, Navi Mumbai. The Corporation does not detail that as to who was the contractor during that period, when vehicles remained idle at CFS, Jawahar Lal Nehru Port Trust, Navi Mumbai. It is also not projected as to in whose possession keys and registration documents of these vehicles remained for the period referred above. On the other hand the claimants assert that the vehicles and its registration documents were in their possession.

23. Claimants project that when contractor handed over his responsibility to the Corporation, vehicles remained in their charge. No evidence has been brought over the record to the effect that when a new contractor was assigned job of plying these vehicles, he approached the claimants and engaged them. Out of facts brought over the record it is evident that as and when contractor changed, the claimants continued working with the Corporation. All these facts raise an issue as to whether the claimants were under complete control of the Corporation. For an answer to this proposition, it is to be seen whether the control was exercised and if yes where was the right of control. A distinction is to be drawn between the physical control and the right to control. Various considerations, such as the nature of the undertaking, freedom of action, given magnitude of the work taken from the claimants, contract amount to be paid, manner in which it was paid, the power of dismissal or circumstances in which the period of reward may be withheld bear on the solution of the question. As brought over the record, the Corporation paid enroute expenses, fuel expenses, toll tax amount, penalty imposed by the authorities on enroute and miscellaneous expenses incurred by the claimants. Though the claimants admit in plaint Ex. MW1/2 and writ petition EX. MW1/3 that they were placed under supervision of National Freight Career, yet it has been brought over the record that it was the Corporation

who used to pay them in case of exigencies and allotted them residential accommodation at Uran, District Rai Garh, Navi Mumbai. The Corporation projects that expenses paid to them were to be reimbursed by the contractor. This proposition does not get confirmation from evidence brought over the record. Payments were made by the Corporation to the claimants even on the dates when contract of V.I.P.L. came to an end. The Corporation could not establish as to who was the contractor from October, 2003 till September, 2004, when vehicles were lying idle, parked at C.F.S., Jawahar Lal Nehru Port Trust, Navi Mumbai. It has not been brought over the record as to how claimants remained in possession of keys and registration documents of the vehicles for that period. It is also not explained as to how claimants were in possession of keys and registration documents of the vehicles in May, 2006, when there was no contractor to carry out job of transportation of containers for the Corporation.

24. Contract agreement Ex. MW1/5 fastens a liability to undertake 66 trips from I.C.D. Patparganj to Mumbai for transportation of containers. It has been claimed by the Corporation that the claimants were employed as drivers by the contractor. However a blank has been drawn as to who used to assign work to the claimants. Claimants agitate that they used to visit I.C.D. Patparganj where tractor trailers were filed with the containers. It is not a disputed proposition that at I.C.D. Patparganj no employee of the contractor used to remain present to assign work to the claimants. Therefore, it is emerging over the record that the containers were loaded on tractor trailers by the employees of the Corporation. It is evident that magnitude of the work was decided by the Corporation. How many containers were to be transported and by whom, it was to be decided by authorities of the Corporation. At C.F.S., JNPT, Navi Mumbai, same situation prevailed. Therefore, it crystalises that magnitude of the work was decided by the Corporation and its employees used to assign job to the claimants for transportation of containers from one destination to another On some points evidence is deficient since claimant failed to establish as to who paid their wages when there was no contractor. Documents relating to payment of wages were in possession of the contractor or the Corporation. Claimants were having no control over those documents. It is not expected of them to produce documentary evidence, to substantiate ocular facts unfolded by them. Therefore, beads of circumstances presented by the claimants go to establish that it was the Corporation who used to excerize supervision and control over the claimants. Undoubtedly it stood established that it was the Corporation who was in a position to decide fate of the claimants. The claimants were in their power and control. The Corporation was the real authority to decide magnitude of the work, payment made to the claimants and their continuity in service. Consequently, not only right to control but actual control over acts and duties of the claimants vested with the Corporation.

25. Arrangement in the form of Ex.MW1/5 provides that VIPL has agreed to run tractor trailers with experienced staff trained by it and carry out day to day maintenance including repairs, replacement of worn out/defective/broken parts, to keep equipments in good working condition for an initial period of five years. This document makes it clear that VIPL was having its registered office at Bangalore, while the Corporation was having its registered office here at August Kranti Marg, New Delhi. Claimants are residents of village Gajipur, Delhi, Trilok Puri, Delhi, West Sanwal Pur New Delhi, Village Meethapur Delhi, Nehru Camp Patparganj, Delhi and Sodhakpur Faridabad. These facts make it clear that the claimants were engaged here in Delhi and not at Bangalore. Though the Corporation has placed agreement Ex.MW1/5 over the record, yet no document is put forward to show that the claimants were engaged by VIPL, through NFC. VIPL ought to have engaged persons residing in near vicinity of Bangalore City, when it was to engage trained drivers on tractor trailers. The Corporation has left a vacuume of evidence on the issue as to when and through whom VIPL used to make payment of wages to the claimants. Who paid wages to these claimants. When vehicles were lying idle from October, 2003 to September, 2004, no evidence was adduced on that issue by the Corporation. How, claimants were allotted room(s) in a building of the Corporation, an eerie silence has been maintained in that regard. No evidence was put forward to show as to how claimants could get employment with new contractor, as and when agreement of old contractor came to an end. No evidence is there on that issue as to how claimants were in possession of keys and registration documents of the vehicles in May, 2006, when there was no contractor to carry out transportation job. Vacuume of evidence on these issues could show that intentionally the Corporation had withheld the best possible evidence. Documents, proved by the claimants, on the strength of which they were sent to Bangalore for training, enroute expenses were given to them, money was paid to them as and when they fell short of it, during the course of journey and allotment of residential accommodation in a building of the Corporation bring it over the record that the claimants were working under control and supervision of the Corporation. These shades of evidence make me to comment that the arrangement in the form of Ex.MW1/5 was sham and bogus, created with a view to provide smoke screen in between. It was the Corporation who was real employer and the contractor was interposed in between with a view to avoid legal liability, in respect of the employment given to the claimants. I am constrained to conclude that there was direct employer and employee relationship between the claimants and the Corporation and veil created by the Corporation could not last any longer. Precedent in International Airport Authority of India [2009 (IV) L.L.J. 31] does not come to rescue of the Corporation, on account of distinct and different facts of the present controversy. Proposition raised in the first limb

of the order of reference is answered in favour of the claimants and against the Corporation.

26. Shri Buther raised a submission that in the claim statement it was not pleaded that the contract awarded by the Corporation to VIPL was sham and bogus. According to him without a pleading on that issue this Tribunal cannot make out a new case for the claimants. He agitates that in view of the law laid in Steel Authority of India [2006 (III) LLJ 1037] when a contention is raised that the contract entered into by and between the Corporation and the contractor is sham one, only than this Tribunal would be entitled to determine that issue. He agitates that when there is no pleading to that effect in the claim statement, the reference is liable to be discarded and this Tribunal would have no jurisdiction to entertain it. Reliance has been placed by him on a precedent in Steel Authority of India Limited [2009 (1) LLJ 241]. Issue raised by Shri Buther has been disputed on behalf of the claimants. To answer the submissions made by Shri Buther, it is expedient to recapitulate the issues once again. As detailed in the order of reference, the appropriate Government sent a proposition as to whether there existed employer employee relationship between the Corporation and the claimants. No issue was sent by the appropriate Government for adjudication whether the claimants can be absorbed in the services of the Corporation, when a notification was issued by the appropriate Government under sub-section (1) of Section 10 of the Contract Labour Act, prohibiting employment of contract labour in certain jobs. Therefore, the parties were to plead facts for adjudication of the issues so referred and the claimants assert, "they have worked directly and indirectly in the institution of the respondents as their employees since 1999 for driving Volvo vehicles". In civil suit Ex.MW1/2 and writ petition Ex.MW1/3 the claimants plead that they were placed under supervision of the National Freigt Careers. However, in the plaint as well as the writ petition it was asserted that they were employed by the Corporation. Therefore, in the pleadings the claimants have not put forward a case that they were employed by a contractor and the Corporation was their principal employer. Their case has been that they were engaged by the Corporation and subsequently they were placed under supervision of a contractor. The Corporation presents a case that there was an agreement between it and VIPL on the strength of which agreement the latter was to provide services to run, operate, supervise, manage and maintain tractor trailers on agreed lump sum amount payable per round. It has further been pleaded that the claimants were employed by the contractor. Consequently it is emerging over the record that the claim projected by the claimants is that they were employees of the Corporation and a contractor was interposed in between. On the other hand an issue was raised by the Corporation that the claimants were employees of the contractor. The claimants detail in plaint as well as writ petition that they were placed under supervision of a contractor, after their engagement by the Corporation. Hence it is evident that the case projected by the claimants is clear, when they plead that after their engagement a contractor was interposed. Pleadings of the parties are specific, without any ambiguity. While adjudicating the issue in preceding sections and articulating that the arrangement of interposing a contractor was sham and bogus, the Tribunal has not made a new case for the claimants. Therefore, the precedent relied by the Corporation nowhere come to its rescue, since facts of the present controversy are distinct and different than one raised before the Apex Court. Contention advanced by Shri Buther is, therefore, brushed aside.

27. At the cost of repetition, it is said that the claimants had deposed that they joined services of the Corporation in November, 1999. They were sent for training to Bangalore. After training they were deputed to work as drivers on tractor trailers, purchased by the Corporation from VIPL. They served the Corporation upto 6th of May, 2006 , the date when their services were terminated without service of any notice. On that issue the Corporation claimed that they were employees of the contractor. However, it was not disputed that the claimants worked on tractor trailers from November, 1999 till 6th of May, 2006.

28. Out of facts so projected, it is emerging that the claimants rendered continuous service with the Corporation for a considerable long time. Continuous Service has been defined by section 25-B of the Act. Under sub-section (1) of the said section, "continuous service for a period" may comprise of two period viz. (i) uniterrupted service and (ii) interrupted service on account of (a) sickness, (b) authorized leave, (c) an accident, (d) a strike which is not legal, (e) a lock-out, and (f) a cessation of work that is not due to any fault on the part of the workman. shall be included in the "continuous service." Sub-section (2) of the said section introduces a fiction to the effect that even if a workman is not in "continuous service" within the meaning of clause (1) for a period of one year or SIX months. he shall be deemed to in continuous service for that period under an employer if he has actually worked for the days specified in clauses (a) and (b) thereof. In Vijay Kumar Majoo (1968 Lab.I.C.1180) it was held that one year's period contemplated by sub-section (2) furnished a unit of measure and if during that unit of measure the period of service actually rendered by the workman is 240 days, then he can be considered to have rendered one year's continuous service for the purpose of the section. The Idea is that if within a unit period of one year a person had put in at least 240 days of service, then he must get the benefit conferred by the Act. Consequently, an enquiry has to be made to find out whether the claimants have actually worked for not less than 240 days during a period of 12 calendar months immediately preceding the date of their retrenchment.

29. From November, 1999 till 6th of May, 2006, the

claimants rendered services to the Corporation. No iota of fact was produced to dispel this proposition. Therefore, it is evident that services rendered by the claimants to the Corporation were for a period of more than 240 days in every calendar year, preceding 6th May, 2006. In light of facts noted above, it would be considered as to whether disengagement of claimants amount to retrenchment. Retrenchment has been defined by clause (oo) of section 2 of the Act, as follows:

"(OO) "retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action but does not include —

(a) voluntary retirement of the workman; or

(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

(bb) termination of the service of the workman as a result of the non renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under the stipulation in that behalf contained therein; or

(c) termination of the service of a workman on the ground of continued ill- health;"

30. It is not the case that the claimants reached the ages of superannuation or they sought voluntary retirement. No evidence was brought to show that they were employed for a fixed term of contract and their services came to an end on non-renewal of contract of employment. It was not asserted that their services were terminated on the ground of continued ill-health. Thus it is obvious that termination of services of the claimants, for any other reason. amounts to retrenchment, as defined by clause (oo) of section 2 of the Act.

31. The claimants had rendered continuous service of more than six years. as contemplated by section 25-B of the Act. Thus project that their services were dispensed with from May,2006. According to them retrenchment compensation was not paid. which fact was not dispelled by the Corporation. The Corporation was under an obligation to pay them compensation for retrenchment. at the time of their retrenchment. Payment of retrenchment compensation is a condition precedent to a valid order of retrenchment. Precedents in Bombay Union of Journalists [1964 (1) LLJ 351]. Adaishwar Laal (1970 Lab.I.C.936) and B.M.Gupta [1979 (1) LLJ 168] announce that subsequent payment of compensation can not validate an invalid order of retrenchment.

32. Claimants deposed that their services were terminated by the Corporation on 6-5-2006 without any notice. They further declare that their earned wages were not paid out of facts unfolded by the claimants, it stand crystalised that neither notice nor pay in lieu thereof nor retrenchment compensation was paid by the Corporation to the claimants. Therefore. their retrenchment is violative of the provisions of section 25-F of the Act.

33. Services of the workmen were retrenched without payment of notice pay, and retrenchment compensation. It is well settled that in a case of wrongful retrenchment, dismissal or discharge. the normal rule is to award reinstatement. But where a case falls in any of the exception to general rule, the industrial adjudicator has discretion to award reasonable and adequate compensation, in lieu of re-instatement. Section 11A of the Act vests the industrial adjudicator with discretionary jurisdiction to give "such other relief to the workman" in lieu of discharge or dismissal as 'the circumstances of the case may require, 'where for some valid reasons it considers' that reinstatement with or without conditions will not be fair or proper.

34. In Uma Devi [2006 (4) SCC I] the Apex Court considered the proposition as to whether the persons who got employment, without following of a regular procedure or even from the back door or on daily wages can be ordered to be made permanent in their posts, to prevent regular recruitment to the posts concerned. Catena of decisions over the subject were considered and the court declined the submissions of the workmen to be made permanent on the posts which were held by them in temporary or ad-hoc capacity for a fairly long spell. The Court ruled thus:

> "With respect, why should the State be allowed to depart from the normal rule and indulge in temporary employment in permanent posts? This Court, in our view, is bound to insists on the State making regular and proper recruitments, and is bound not to encourage or shut its eyes to the presistent transgression of the rules of regular recruitment. The direction to make permanent— the distinction between regularization and making permanent. was not emphasized here-can only encourage the State, the model employer, to flout its own rules and would confer undue benefits on a few at the cost of many waiting to compete. With respect the directions made in Piara Singh [1992(4) SCC 118] is to some extent inconsistent with the conclusion in para 45 of the said judgement therein. With great respect, it appears to us that the last of the directions clearly runs counter to the constitutional scheme of employment recognized in the earlier part of the decision. Really, it cannot be said that this decision has laid down the law that all ad-hoc, temporary or casual employees engaged without following

a regular recruitment procedure should be made permanent".

35. In P.Chandra Shekhara Rao and Others [2006 (7) SCC 488] the Apex Court referred Uma Devi's Case (Supra) with approval. It also relied the decision in a Uma Rani [2004 (7) SCC 112] and ruled that no regularization is permissible in exercise of statutory powers conferred in Article 162 of the Constitution, if the appointments have been made in contravention of the statutory rules. In Somveer Singh [2006 (5) SCC 493] the Apex Court ruled that appointment made without following due procedure cannot be regularized. In Indian Drugs & Pharmaceuticals Ltd. [2007 (1) SCC 408] the Apex Court reiterated the law and announced that the rules of recruitment can not be relaxed and court can not direct regularisation of temporary employees dehors the rules, nor can it direct continuation of service of a temporary employee (whether called a casual, ad-hoc or daily rated employee) or payment of regular salaries to them.

36. In Uma Devi (supra) it was laid that "when a person enters a temporary employment or get engagement as contractual or casual worker and the engagement is not based on a proper selection as recognized by the relevant rules or procedure, he is aware of the consequence of the appointment being temporary, casual or contractual in nature. Such a person cannot invoke the theory of legitimate expectation for being confirmed for the post, when an appointment to the post could be made only by following a proper procedure or selection in any concerned cases, in consultation with the public service commission. Therefore, the theory of legitimate expectation cannot be successfully advanced by temporary, contractual or casual employees. It cannot also be held that the State held out any promise while engaging these persons either to continue them where they are or to make them permanent. The State cannot constitutionally make such a promise. It is also obvious that the theory cannot be invoked to seek relief of being made permanent in the post. In view of those precedent neither continuance nor regularisation of services of the claimants can be ordered, since it would amount to back door entry into Government job."

37. Claimants project that a notice was displayed at I.C.D. Tuglakabad detailing that drivers were required by the Corporation. Rambir Sharma unfolds on that issue that he read an advertisement published in "Hindustan Times" and applied for the post of driver. He went on to depose that a notice was also displayed at I.C.D. Tuglakabad, New Delhi. However, he concedes that no interview letter was issued in his favour. He detailed that he used to visit office of the Corporation to enquire about his appointment. A letter was given to him, deputing him to Bangalore for training. On that issue Ram Bachan Singh announced that he reached I.C.D. Tuglakabad, where he was interviewed and appointed. His interview was taken a week prior to 27-11-99. the date when he was sent to Bangalore for training. He could not spell as to whether any interview letter was issued in his favour or not. Kundan Singh also recites the events in the same vein, detailing that a notice was displayed at notice board of I.C.D. Tuglakabad. According to him no interview letter was issued in his favour. However, he claims that he was interviewed and appointed. Shri Ram Kumar deposed that he came to know about vacancies of driver with the Corporation from Rambir. He was interviewed and sent to Bangalore for training. He feigned ignorance on the propositions as to whether an application was moved by him for his appointment as driver. Shri Rambir Singh also claims to be interviewed here in Delhi around 20-11-99. He concedes that no interview letter was issued in his favour. Gaya Baksh also projects those very facts. Thus out of facts unfolded by the claimants it emerge over the record that they could not establish that vacancies were advertised by the Corporation for appointment of driver. None of them claim to have submitted an application for appointment as driver. They simply project that they tendered their bio-data(s) and were interviewed for the post. According to them they reached ICD. Tuglakabad, on a date of their convenience and choice, where they were interviewed and appointed. No inland clearance depot is/or was run by the Corporation at Tuglakabad, deposes Shri Tyagi. His evidence on that fact remained unassoiled. Thus it is emerging that the claimants coined a story of submitting applications at ICD Tuglakabad, facing an interview there and got appointment as drivers. Display of a notice at ICD Tuglakabad for recruitment of drivers is a fact which is contrary to ordinary course of events, since absence of inland clearance depot at Tuglakabad robes away veracity of those facts. Admittedly no post of tractor trailer driver was available with the Corporation. Hence engagement of the claimant as driver(s) by the Corporation can not be said to be in consonance with recruitment rules. Thus it is emerging over the record that no regular procedure for recruitment of claimants as driver(s) was followed. Their engagement was dehors the recruitment rules. Hence their reinstatement in service would amount. to back-door entry in Government job.

38. At the cast of repetition, it is concluded that the claimants were engaged by the Corporation dehors the recruitment rules. In view of their wrongful employment, there is no justification for their reinstatement in the service of the corporation. In the alternative, this Tribunal has to award compensation to the workmen in lieu of their reinstatement. No definite yardstick for measuring the quantum of compensation is available. In S.S.Shetty [1957 (11) LLJ 696] the Apex Court indicated some relevant factors which an adjudicator has to take into account in computing compensation in lieu of reinstatement, in the following words:

"The Industrial Tribunal would have to take into account the terms and conditions of employment, the tenure of service, the possibility of termination of the employment at the instance of either party, the possibility of retrenchment by the employer or resignation or retirement by the workman and even of the employer himself ceasing to exist or of the workman being awarded various benefits including reinstatement under the terms of future awards by industrial Tribunal in the event of industrial disputes arising between the parties in future... . In computing the money value of the benefits of reinstatement, the industrial adjudicator would also have to take into account the present value of what his salary, benefits etc. would be till he attained the age of superannuation and the value of such benefits would have to be computed as from the date when such reinstatement was ordered under the terms of the award. Having regard to the considerations detailed above, it is impossible to compute the money value of this benefit of reinstatement awarded to the appellant with mathematical exactitude and the best that any tribunal or court would do under the circumstances would be to make as correct as estimate as is possible bearing, of course in mind all the relevant factors pro and con".

39. A Divisional Bench of the Patna High Court in B.Choudhary Vs. Presiding Officer, Labour Court, Jamshedpur (1983) Lab.1.1755 (1758) deduced certain guidelines which have to be borne in mind in determining the quantum of compensation viz. (i) the back wages receivable (ii) compensation for deprivation of the job with future prospect and obtainability of alternative employment; (iii) employee's age (iv) Length of service in the establishment (v) capacity of the employer to pay and the nature of the employer's business (vi) gainful employment in mitigation of damages; and (viii) circumstances leading to the disengagement and the past conduct. These factors are only illustrative and not exhaustive. In addition to the amount of compensation, it is also within the jurisdiction of the Tribunal to award interest on the amount determined as compensation. Furthermore, the rate of such interest is also in the discretion of the Tribunal. Reference can be made to Tabesh Process, Shivakashi (1989 Lab. I.C.1887).

40. In Assam Oil Co. Ltd. [1960 (1) LLJ 587] the Apex Court took into account countervailing facts that the employer had paid certain sums to the workmen and her own earning in the alternative employment and ordered that "it would be fair and just to direct the appellant a substantial sum as compensation to her". In Utkal Machinery Ltd. [1966 (1) LLJ 398] the amount of compensation equivalent to two year salary of the employee awarded by the Industrial Tribunal was reduced by the Supreme Court to an amount equivalent to one year salary of the employee in view of the fact that she had been in service with the employer only for 5 months and also took into consideration the unusual manner of her appointment at the instance of the Chief Minister of the State. In A.K.Roy [1970 (1) LLJ 228] compensation equivalent to two years salary last drawn by the workmen was held to be fair and proper to meet the ends of justice. In Anil Kumar Chakaraborty [1962 (11) LLJ 483] the Count converted the award of reinstatement into compensation of a sum of Rs.50000 as just and fair compensation in full satisfaction of all his claims for wrongful dismissal from service. In O.P. Bhandari [1986 (11) LLJ 509], the Apex Court observed that it was a fit case for grant of compensation in view of reinstatement. The Court awarded compensation equivalent to 3.33 years salary as reasonable. In M.K.Aggarwal (1988 Lab.I.C.380), the Apex Court though confirmed the order of reinstatement yet restricted the back salary to 50% of what would otherwise be payable to the employee. In Yashveer Singh (1993 Lab.I.C.44) the court directed payment of Rs.75000 in view of reinstatement with back wages. In Naval Kishor [1984 (11) LLJ 473] the Apex Court observed that in view of the special circumstances of the case adequate compensation would be in the interest of the appellant. A sum of Rs.2 lac was awarded as compensation in lieu of reinstatement. In Sant Raj [1985 (11) LLJ 19] a sum of Rs. 2 lac was awarded as compensation in lieu of reinstatement. In Chandu Lal (1985 Lab.I.C.12225) a compensation of Rs. 2 lac by way of back wages in lieu of reinstatement was awarded. In Ras Bihari (1988 Lab.I.C.107) a compensation of Rs.65000 was granted in lieu of reinstatement, since the employee was gainfully employed elsewhere. In V.V.Rao (1991 Lab.I.C.1650) a compensation of Rs. 2.50 lac was awarded in lieu of reinstatement.

41. Claimants rendered more than six years service to the Corporation. Ranbir Sharma, Ram Bachan Chaunhan, Ram Karan are in their mid thirtees while Manoj Kumar Sharma is aged about 30 years. Karan Singh has reached 50 years of age, Ram Kumar is 56 years old, while Rambir Singh is 44 years old as on date. None of them could get any job, as deposed by them. Other claimants are also sailing in the same boat. Taking into consideration the fact that specialized training was accorded to the claimants to run tractor trailers and the period of service rendered by them to the Corporation, I think it expedient that compensation to the tune of rupees three lacs each to Ranbir Sharma, Ram Bachan Chauhan, Ram Karan and Manoj Kumar Sharma would be adequate amount for them to settle in life, while a sum of rupees two lacs each for remaining claimants would meet ends of justice, in lieu of their reinstatement in service. Lesser amount of compensation is awarded to remaining claimants since they have almost played their innings in life and would have served the Corporation for a considerable lesser period

than Ranbir Sharma, Ram Bachan Chauhan, Ram Karan and Manoj Kumar Sharma, in case termination order had not come into operation. Accordingly the Corporation is commended to pay compensation to the claimants as quantified above, in lieu of reinstatement of their services. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dr. R. K. YADAV, Presiding Officer

Dated : 30-11-2010

नई दिल्ली, 20 जनवरी, 2011

का.आ. 473.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी. सी. सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 11/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-1-2011 को प्राप्त हुआ था।

[सं. एल-20012/392/2000-आईआर(सी-I)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 20th January, 2011

S.O. 473.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No 11/2001) of the Central Government Industrial Tribunal-cum-Labour Court-1, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 20-1-2011.

[No. L-20012/392/2000-IR(C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT DHANBAD

In the matter of a reference U/s. 10(1)(d)(2A) of I.D. Act. 1947

Reference No. 11 of 2001

Parties : Employers in relation to the Managerment of Patherdih Colliery of M/s. BCCL

AND

Their Workmen

Present : Shri H.M. Singh, Presiding Officer.

APPERANCES :

For the Employers : Shri B.N. Prasad, Advocate.

For the Workmen : Shri M.M. Khan, Advocate.

State : Jharkhand. Industry : Coal.

Dated, the 31st December, 2010.

AWARD

By Order No. 20012/392/2000-(C-I) dated 12-1-2001 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-sec. (1) and sub-sec. (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

> "Whether the action of the management in determining the date of birth of Sri Shankar Nodak as 1-7-50 instead of 1-7-56 is justified? If not, to what relief is the workman entitled?"

2. The case of the concerned workman, in brief, is that he was given employment as land looser vide appointment letter No. N/PST/62 dated 9-7-1962. He was working as such and was issued identity card in 1977 showing his date of birth as 31 years as on 1-1-77. The workman was medically examined before his employment in the company in 1962. The management prepared service excerpt on 7-6-87 entering wrong date of birth as 1-7-1941. This was objected to by the concerned workman in writing on 17-8-87. It is very funny that the management accepted the date of birth recorded as 1-7-56 as per school certificate which was produced at the time of his joining.

It has been prayed that the Hon'ble be graciously pass an award in favour of the workman by directing the management to accept the date of birth of the concerned workmen as 1-7-1956 instead of 1-7-1950.

3. The case of the management, in brief, is that the date of birth of the concerned workman as recorded in form 'B' Register maintained under sec. 48 of the Mines Act and Rules is 1-7-1950. In the year 1987 the management issued service excerpts to all the employees including the concerned workman giving them opportunity to submit their representations, if any, for reviewing any particular recorded in the service record, if the same was according to that concerned person was incorrect. The concerned workman was also served with service excerpt indicating his date of birth as 1-7-1950, but he did not raise any objection regarding recorded date of birth in the company's record.

In view of the above, the managemnt has prayed before this Tribunal to answer the reference in favour of the management holding that the action of the management in determining the date of birth of the concerned workman as 1-7-50 instead of 1-7-56 and the concerned workman is not entitled to get any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of

the paragraphs of each other's written statements.

5. In the above reference case an award was passed on 10-8-2009 in favour of the management. Being aggrieved with the award the concerned workman filed a writ petition before Hon'ble High Court of Jharkhand at Ranchi. In W.P. (L) No. 1332 of 2010 the Hon'ble High Court passed an order on 18-8-2010 by remanding back the matter to this Tribunal for re-hearing the matter afresh after giving opportunity of hearing to both the parties and to pass a fresh award in accordance with law.

6. Main argument advanced on behalf of the concerned workman is that actually his date of birth from School Leaving Certificate which has been issued on 5-1-68, is 1-7-1956. In this respect the concerned workman has referred 2007(3) JLJR 726 in which Hon'ble Jharkhand High Court laid down that as per implementation Instruction No. 76 of National Coal Wage Agreement-III between the company and the unions it has decided that in the School Leaving Certificate age be given priority and it should be the date of birth of the concerned workman which finds place in School Leaving Certificate. Another argument advanced on behalf of the concerned workman that the National Coal Development Corporation Ltd. also issued Identity Card in which his date of birth has been mentioned as 1-7-1956 and also in family health card issued by BCCL on 17-2-1987 his age has been mentioned as 31 years which comes his date of birth as 1-7-1956. There was explosion in shaft mines, Sudamdih in the year 1976 Form B Register was seized by the DGMS for production before the court of enquiry and the same was not returned. The management has not taken care to get back the same from DGMS. It has been argued that his date of birth has been changed behind the back of the workman without giving notice before such change which is not legal.

The concerned workman has filed documents, Ext. W-2 which shows Identity Card which has been issued by National Coal Development Corporation, his date of birth has been mentioned as 1-7-56 and as per Ext. W-5 which is service excerpt which shows that his date of birth is 1-7-56 and Educational qualificaiton shows that he was 5th Class educated. As per School Leaving Certificate his date of birth has been mentioned, as per Ext. W-1 as 1-7-56 and as per Ext. W-4 Health Card his age has been shown 31 years on 17-2-87. When the concerned workman is literate person then his age must be mentioned giving date of birth which has been mentioned in the School Leaving Certificate as per Implementation Instruction No. 76 of National Coal Wage Agreement.

7. In this respect the management's representative argued that Form 'B' Register is statutory register in which the date of birth cannot be changed in any circumstances. In Form 'B' Register the concerned workman's date of birth has been mentioned as 1-7-50, but this Ext. M-1 shows that the concerned workman is literate person, he has signed it and School Leaving Certificate shows that his date of birth is 1-7-56. So whether this 1-7-50 is correct it has not been explained by the management. In Ext. M-1 Form 'B' Register the concerned workman also signed. It shows that he is literate person and his date of birth should have been 1-7-56 as per School Leaving Certificate. Moreover, this date of birth has been mentioned in Identity Card issued by N.C.D.C. as per Ext. W-2 and also in Health Card as per Ext. W-4.

8. The concerned workman has referred (2009) I SCC 80 in which Hon'ble Supreme Court laid down—

> "Service Law—Age—Date of birth—Correction of entry—Time-limit—No time-frame prescribed in rules—Appellent applying for correction immediately he came to know the mistake—There was still a period of about four years before appellant was to retire on the basis of his uncorrected date of birth—Held, his request for correction should have received favourable consideration.
>
> B. Service Law—Age—Date of birth—Correction of entry-emplloyer's mistake due to which appellant shown as much older than his actual age—There was evidence on record to show that mistake occurred because there were two persons with the same name—There was also evidence (school leaving certificate) to ascertain appelant's actual date of birth—held, mistake ought to have been rectified.
>
> C. Service Law—Age—Date of birth—Correction of entry Natural justice—Documents of two employees with same name getting mixed up, with the result that younger employee (appellant shown as older and older shown as younger—appellant applying for correction—Held, opportunity to show cause was necessary in the case of other employee but not in case of appellant."

9. Considering the facts and circumstances it shows that the concerned workman has filed school leaving certificate in which his date of birth has been mentioned as 1-7-56 as per Ext.W-1, Identity Card issued by National Coal Development Corporation in which his date of birth has been mentioned as 1-7-56, as per Ext.W-2. The concerned workman is a literate person and in Health Card, Ext. W-4, his age has been shown as 31 years on 17-2-87.

10. In view of the above facts and evidence it shows that the date of birth of the concerned workman is 1-7-56. So, the action of the management in determining the date of birth of the concerned workman, Shankar Modak, as 1-7-50 instead of 1-7-56 is not justified. The management is directed to correct the date of birth of the concerned workman as 1-7-1956 instead of 1-7-1950 within 30 days from the date of publication of the Award.

This is my Award.

H. M. SINGH, Presiding Officer

नई दिल्ली, 20 जनवरी, 2011

का.आ. 474.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, सं. 1, धनबाद के पंचाट (संदर्भ संख्या 28/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-1-2011 को प्राप्त हुआ था।

[सं. एल-20012/232/98-आईआर(सी-I)]
डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 20th January, 2011

S.O. 474.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 28/99) of the Central Government Industrial Tribunal-cum-Labour Court-1, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workmen, which was received by the Central Government on 20-1-2011.

[No. L-20012/232/98-IR (C-I)]
D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 1 DHANBAD

In the matter of a reference U/s. 10(1)(d)(2A) of I.D. Act, 1947

Reference No. 28 of 1999

Parties : Employers in relation to the Management of Ram Kanali Colliery of M/s. B.C.C.Ltd.

AND

Their Workmen

Present : Shri H. M. Singh, Presiding Officer.

Apperances :

For the Employers : Shri H. Nath, Advocate.

For the Workman : Shri N.G. Arun, Treasurer, Rashtriya Colliery Mazdoor Sangh.

State : Jharkhand. Industry : Coal.

Dated, the 31st December, 2010.

AWARD

By Order No. L-20012/232/98-IR (C-I) dated 29-1-1999 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-sec. (1) and sub-sec. (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

> "Whether the action of the management of Ram Kanali Colliery of M/s. B.C.C. Ltd. in dismissing Sri Surendra Bekdar, M/Loader w.e.f. 7/9-9-96 only on the ground of unauthorised absence from duty w.e.f. 2-3-96 under clause 26-1-1 of Certified Standing Order of the Company is justified? If not, to what relief the concerned workman is entitled ?"

2. Written statement has been filed on behalf of the concerned workman stating that the concerned workman had been performing work of minor/loader since 31-7-1991 at Ram Kanali Colliery as a permanent workman. Since the date of his joining at Ram Kanali Colliery he had been regularly attending his duty after comming from his quarter situated 25 km far from his place of duty. He several time represented before the management to allot quarter at Ram Kanali Colliery or to transfer him at near by his quarter, but without any effect. All of a sudden in the year 1992 the concerned workman became serious due to verious kind of disease. He was initially treated under a local Doctor. When he was not cured his family members rushed to specialised Doctor at Ranchi for his treatment and since then he had been regularly getting treatment of that very specalised Doctor. The management was informed about his illness from time to time. But inspite of that the management had issued charge-sheet. Thereafter an enquiry was conducted by the management through its Enquiry Officer without following rule of natural justice. On the basis of perverse enquiry he was dismissed from the service of the management. Neither he was supplied with enquiry report nor issued second show-cause before order of punishment. Thereafter an industrial dispute was raised before the A.L.C. (C), Dhanbad which ended in failure and the present reference is the out come of that dispute.

Under the facts and circumstances stated above, it has been prayed that the Hon'ble Tribunal be pleased to pass an award setting aside the order of dismissal and directing the management to reinstate the concerned workman with full back wages and other benefits.

3. Written statement has been filed by the management stating that the concerned workman was working as Loader in 2 Seam at Ram Kanali Colliery. He absented from duty from 3-2-96 without intimation and for this unauthorised absence he was issued charge-sheet by the management vide order dated 16-3-96 and he was asked to submit reply. He submitted his reply on 25-5-96 which was not found satisfactory by the management. Accordingly Shri S. N. Dubey was appointed as Enquiry Officer and Shri S. N. Pandey was appointed as management's representative to conduct the enquiry. The

Euquiry Officer issued several notices to the workman to attend the enquiry on the date fixed. Ultimately, the workman attended enquiry on 5-8-96 and fully participated in the enquiry. He was given full opportunity by the Enquiry Officer to defend himself and the Enquiry Officer held enquiry fairly and properly according to the rule of natural justice. The concerned workman made no complaint against the enquiry proceedings. The Enquiry Officer held the charge of unauthorised absent proved against the concerned workman and submitted his report dated 17-8-96 to the Project Officer who recommended dismissal of the workman, which was approved by the Chief General Manager, Katras Area. Consequentyly the concerned workman was dismissed from service with immediate effect vide Office Order No. 1416 dated 7/9th September, 1996 by the C.M.E./Project Officer/Agent, Ramkanali Colliery.

It has been prayed that the Hon'ble Tribunal be pleased to pass the award holding that the action of the management in dismissing the concerned workman w.e.f. 7-9-96 on the ground of unauthorised absence from duty w.e.f. 3-2-96 under clause 26.1.1 of Certified Standing Order of the Company is justified, and the concerned workman is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The concerned workman has produced himself as WW-1. He has proved documents as Exts.W-1, W-2 and W-3. During his cross-examination he has proved and admitted documents of the management as Exts. M-1 to M-5.

6. In this reference case a No dispute award was passed on 28-12-2005 which has been quashed by Hon'ble Jharkhand High Court in a W.P. (L) No. 5650 of 2009 by order dated 26-8-2010.

7. Main argument advanced on behalf of the concerned workman that the enquiry proceeding and enquiry report have not been supplied to him. It has also been argued that the management has dismissed him for Minor offence. In this respect the concerned workman referred award Digest Vol. XXVI 6-8: 42 page 208 in which Hon'ble Jammu and Kashmir High Court laid down that non-supply of copy of enquiry report vitiates the entire disciplinary proceedings and violates the principles of natural justice.

Another law referred on behalf of the concerned workman is Award Labour Digest No. XXIX-1-2 : 21 page 54 in which Hon'ble Gujarat High Court laid down that the disciplinary authority which initially initiated proceedings for imposition of minor penalty could not convert it to a major ponalty after the disciplinary proceedings were over. This counted to denial of reasonable opportunity to defend out was hit by Art-311(2). Another law referred by the concerned workman is Award labour Digest Vol. XXVI-6-8 : 20 page 188 in which Hon'ble Madras High Court laid down that the punishment of dismissed from service for the alleged miscounduct of remaining absent for ten days was disproportionate. No-instalement with 75% back wages ordered. Another law referred by the concerned workman is Award Digest XXVII-5-6; 18 page 176 in which Hon'ble Gujarat High Court laid down that Domestic Enquiry—Industrial Disputes Act, 1947—Sec. 11-A—Quantum of punishment : Before imposing punishment, the disciplinary authority should consider the Socio-economic and family background of the workman, length of service and the compelling circumstances for committed misconduct and past records. Proportionality or punishment : Punishment of dismissal from service was harsh if it was impossed only because of violation of administrative instructions and there was no allegation of corruption of dishonesty. Another law referred by the workman is 1995 LLJ-II page 68 in which Hon'ble Supreme Court laid down that the appellant authority functioned as disciplinary authority, the delinquent denied right of appeal and dismissal order suffers from inherent defect.

8. The management's representative argued that non-supply of enquiry report does not vitiate the proceeding. In this respect reference has been referred reported in 2001 Lab. I.C. 2379 in which the Hon'ble Supreme Court laid down that non-furnishing of enquiry report to delinquent employee, no prejudice caused to delinquent—Disciplinary proceedings not vitiated. Dismissal order passed therein not liable to be interfered with.

9. The concerned workman, WW-1, has stated in cross-examination at page 2 that I replied my chargesheet dated 25-4-96, Ext. M-2. I know Enquiry Officer, S. N. Dubey. I have attended enquiry on 5-8-96 on the basis of enquiry notice dated 29-7-96, as per Ext. M-3. The enquiry officer conducted the enquiry and recorded evidence of management's witnesses in my presence. On that date my statement was also recorded which I signed. I signed all enquiry papers with witnesses of management. I have not produced any defence witness in enquiry procedure. I have not given any letter to the management during the enquiry and after that enquiry was not conducted fairly and properly. The dismissal letter Ext. M-4 in enquiry proceeding finds my signature. Ext. M-5 enquiry proceeding was conducted in my presence. I have given medical papers to the management. Except 25-5-96 I have not given any paper for illness to the management. After 3-2-96 I have never worked in the colliery.

10. Papers submitted by the concerned workman show that the concered workman had got mental case and he got his treatment for mental illness for a long. Such person of mental disbalance cannot work in the Government Organisation and such person cannot be kept on the roll of the management.

11. Considering the facts and circumstances of the case it shows that the concerned workman is not able to perform his duty due to mental illness and due to mental illness he was unauthorisedly absent from duty from time to time because he was absent from 26-7-95 to 3-8-95 and againt from 9-8-95 to 1-1-96 and again from 11-1-96 to 19-1-96. It only shows that he is not able to work with the management. Moreover, this fact is also supported by his medical papers, Ext. W-3 series.

12. In the result, I hold that the action of the management of Ram Kanali Colliery of M/s. B.C.C. Ltd. in dismissing the concerned workman, Surendra Beldar, loader w.e.f. 7/9-9-96 only on the ground of unauthorised absence from duty w.e.f. 2-3-96 under clause 26.1.1 of Certified Standing Order of the Company is justified and the concerned workman is not entitled to any relief.

This is my Award.

H. N. SINGH, Presiding Officer

नई दिल्ली, 20 जनवरी, 2011

का.आ. 475.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं मैसर्स बंगलादेश विमान कॉरपोरेशन के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कोलकाता के पंचाट (संदर्भ संख्या 07/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-1-2011 को प्राप्त हुआ था।

[सं. एल-11012/57/99-आईआर(सी-I)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 20th January, 2011

S.O. 475. —In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No 07/2000) 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 M/s. Bangladesh Biman Corporation and their workmen, which was received by the Central Government on 20-1-2011.

[No. L-11012/57/99-IR(C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 07 of 2000

Parties : Employers in relation to the management of M/s. Bangladesh Biman Corporation

AND

Their workmen

PRESENT : Mr. Justice Manik Mohan Sarkar, ...Presiding Officer

APPEARANCE :

On behalf of the Management : Mr. Safiqul Islam, Deputy General Manager.

On behalf of the Workmen : Mr. Mihir Bandopadhyay, Vice President of the Union.

State: West Bengal. Industry: Airlines.

Dated: 27th December, 2010.

AWARD

By Order No. L-11012/57/99-IR(C-I) dated 4-2-2000 the Government of India, Ministry of labour in exercise of its powers under Section 10(1)(d) and (2A) of the industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

> "Whether the action of the management of Biman Bangladesh Airlines in not regularizing Mr. Md. Sharif, Night Guard, Md. Kalam, Peon-cum-cleaner, Mr. Umesh Rajbanshi, Sweeper, Mr. Nana Lal Turia, Sweeper and Mr. Sattya Jit Sarkar, cleaner-cum-loader in the services of the Compeny is legal and justified. If not to what relief are these workmen entitled?"

2. One joint application from the parties has been filed today and it is contained therein and also submitted by the authorized representatives of both the sides that the dispute involved in the present reference has been disposed of by way of a mutual settlement in between the parties and as the matter has been settled in between the parties, they do not want to proceed any more with the present reference and a prayer has been made for a consent Award in this reference.

3. I have gone through the terms of settlement in the memorandum of settlement annexed with the joint application filed today and I find that the terms are fair. reasonable and in the interest of the parties and the same can be entertained along with this application for disposal of the matter.

4. In view of the prayer made in the joint application filed today and also by the version of the authorized representatives of the respective parties, let the present reference be disposed of on amicable settlement in terms of the memorandum of settlement annexed with the said application filed today.

5. In such a view, an Award on the basis of memorandum of settlement in between the parties is passed accordingly. The joint application together with the memorandum of settlement is made Annexure 'A' of this Award.

JUSTICE MANIK MOHAN SARKAR, Presiding Offfcer

Dated, Kolkata, 27th December, 2010.

ANNEXURE 'A'

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL KOLKATA

Reference No. 07/2000

BETWEEN

BANGLADESH BIMAN CORPORATION (NOW BIMAN BANGLADESH AIRLINES LTD.)

AND

BANGLADESH BIMAN EMPLOYEES UNION

JOINT PETITION OF COMPRISE

The humble joint petition on behalf of both parties

Most respectfully SHEWETH

1. That the above matter is pending before this Hon'ble Tribunal for adjudication.
2. That both the parties desired to settle the dispute mutually and with that objective held prolonged discussions time to time as Dhaka and Kolkata finally reaching an amicable settlement.
3. That the parties resolved the dispute and signed a Memorandum of Settlement on 6-12-2010. A copy of the said settlement is annexed hereto.

It is therefore prayed

That the Hon'ble Tribunal will be graciously pleased to pass a consent award in terms of the settlement annexed hereto.

And for such act of kindness the parties as duty bound shall ever pray.

Sd/-	Sd/-
Mr. Md. Shafiqul Islam Deputy General Manager, Legal Affairs, Biman Bangladesh Airlines Limited, Dhaka	Mr. Quazi Golam Mohammad (Panna), Secretary Bangladesh Biman Employees Union, Kolkata.

VERIFICATION

We, Md. Shafiqul Islam and Quazi Golam Mohammad (Panna) do hereby state that the statements contained in paragraphs 1, 2 & 3 of above petition are statements of facts, true to the best of our knowledge and rest is our humble submission.

Sd/-	Sd/-
Mr. Md. Shafiqul Islam Deputy General Manager, Legal Affairs, Biman Bangladesh Airlines Limited, Dhaka	Mr. Quazi Golam Mohammad (Panna), Secretary Bangladesh Biman Employees Union, Kolkata.

MEMORANDUM OF SETTLEMENT UNDER SEC 2 (P) OF THE INDUSTRIAL DISPUTES ACT, 1947 BETWEEN BIMAN BANGLADESH AIRLINES LTD. AND BANGLADESH BIMAN EMPLOYEES UNION, KOLKATA

This agreement has been entered into on this the sixth day of December, 2010 between Biman Bangladesh Airlines Ltd. here-in-after referred to as "Airlin".

And

Bangladesh Biman Employees Union, Kolkata here-in-after referred to as "Union"

Short Recital

Whereas 05 (five) casual workers as per Annexure A have filed case no. 7/2000 and Misc case no. 01/2001 claiming re-instatement of service with full backwages.

Whereas, the Bangladesh Biman Employees Union, Kolkata representing the workers before the Industrial Tribunal (Central), Kolkata.

Whereas, all the efforts for a settlement failed and the dispute was then referred to the Hon'ble Central Government Industrial Tribunal, Kolkata by the appropriate government for adjudication.

Whereas, the disputes are under litigation for a very long time, both the parties considered to settle the matter afresh and expressed their desire to settle the disputes mutually. Prolonged discussions were held time to time at Dhaka finally reaching to an understanding. A memorandum of understanding was signed at Kolkata on 20th November, 2009 subject to approval by the Airlines and acceptance of the concerned workmen.

Sd/- illegible Sd/- illegible

Whereas, the Airline informed that Biman Management had approved and accepted the said MOU.

Whereas, the union also informed the management of Airline, that the workers had approved the said MOU.

In consideration of the above matter, the dispute has been resolved on the following terms and conditions:

TERMS OF SETTLEMENT

It is agreed by and between the parties that—

1. The airline will pay INR 40,000 (Forty thousand) only to each of the workmen concerned in the dispute under reference No.7/2000 and Misc 01/2001.
2. The table showing the amount payable to each workman is given in Annexure A which forms a part of the settlement.

3. The airline and the union will jointly approach the Hon'ble Tribunal with the appeal to approve this agreement and graciously be kind enough to pass a consent award on the basis of this agreement.
4. The payment as applicable to the workmen or persons concerned will be made by the airline within 15 days, after such consent award by the court and subject to declaration as such, by the worker concerned as per Annexure-B which forms a part of the agreement.

Sd/- illegible Sd/- illegible

IN WITNESS here of, the parties have signed this agreement on this the sixth day of December, 2010.

For and on behalf of Biman Bangladesh Airlines Ltd.	For and on behalf of Bangladesh Biman Employees Union Kolkata
Sd/- illegible	Sd/- illegible
Mr. Md. Sahidul Islam Deputy General Manager Legal Affairs	Mr. Mihir Bandyopadhyay Vice President
Sd/- illegible	Sd/- illegible
Mr. Md. Shafiqul Islam Deputy General Manager Revenue	Quazi Golam Mohammed (Panna), Secretary
Sd/- illegible	Sd/- illegible
Mr. Mohammed Alauddin Regional Manager (Eastern India)	Madan Kumar Banik Vice President

Annexure-A

07/2000 & Misc. 01/2001

1.	Mohammed Sharif	Night Guard	Rs. 40,000
2.	Mohammed Kalam	Peon-cum-Cleaner	Rs. 40,000
3.	Umesh Raj Banshi	Sweeper	Rs. 40,000
4.	Nanda Lal Turia	Do	Rs. 40,000
5.	Satyajit Sarkar	Loader, Airport	Rs. 40,000

Sd/- illegible Sd/- illegible

Annexure-B

Receipt

I, the undersigned have filed case reference no. 7/2000 and misc case no. 01/2001 before Industrial Tribunal (Central) claiming re-instatement of service with full backwages through Bangladesh Biman Employees Union, Kolkata.

That during the pendency of the suit before the Industrial Tribunal (Central) effort was made by the union and the Airline to settle the matter out of court. That after prolong discussion a Memorandum of Settlement was signed between the union and the Airline management and that I am aware of the contents of the said settlement and also gave consent as such in the matter.

Accordingly, undersigned do hereby receive INR 40,000 (Forty Thousand) being full and final settlement of the dispute as above and further I have no claim whatsoever against the Airline management in the matter.

Signature of the Union Executive	Signature of the Worker
	Name:
	Designation :
	Address :
Sd/- illegible	Sd/- illegible

नई दिल्ली, 20 जनवरी, 2011

का.आ. 476.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बंग्लादेश विमान कॉरपोरेशन के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कोलकाता के पंचाट (संदर्भ संख्या 33/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-1-2011 को प्राप्त हुआ था।

[सं. एल-11012/33/99-आईआर(सी-I)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 20th January, 2011

S.O. 476. —In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 33/1999) 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 M/s. Bangladesh Biman Corporation..and their workmen, which was received by the Central Government on 20-1-2011.

[No. L-11012/33/99-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 33 of 1999

Parties: Employers in relation to the management of M/s. Bangladesh Biman Corporation

AND

Their workmen.

Present : Mr. Justice Manik Mohan Sarkar, Presiding Officer

APPEARANCE:

On behalf of the Management :	Mr. Safiqulislam, Deputy General Manager.
On behalf of the Workmen :	Mr. Mihir Bandopadhyay, Vice President of the Union.
State : West Bengal.	Industry: Airlines.

Dated: 27th December, 2010.

AWARD

By Order No.L-11012/33/99-IR(C-1) dated 18-8-1999 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

> "Whether the action of the management of Biman Bangladesh Airlines in retrenching its 28 employees (list enclosed) without following Section 25F and 25G and denying re-employment of the retrenched workmen in violation of Section 25H of the I.D. Act 1947 is proper and justified? If not, to what relief are the workmen entitled?"

2. One joint application from the parties has been filed today and it is contained therein and also submitted by the authorized representatives of both the sides that the dispute involved in the present reference has been disposed of by way of a mutual settlement in between the parties and as the matter has been settled in between the parties, they do not want to proceed any more with the present reference and a prayer has been made for a consent Award in this reference.

3. I have gone through the terms of settlement in the memorandum of settlement annexed with the joint application filed today and I find that the terms are fair, reasonable and in the interest of the parties and the same can be entertained along with this application for disposal of the matter.

4. In view of the prayer made in the joint application filed today and also by the version of the authorized representatives of the respective parties, let the present reference be disposed of on amicable settlement in terms of the memorandum of settlement annexed with the said application filed today.

5. In such a view, an Award on the basis of memorandum of settlement in between the parties is passed accordingly. The joint application together with the memorandum of settlement is made Annexure 'A' of this Award.

JUSTICE MANIK MOHAN SARKAR, Presiding Officer

Dated, Kolkata,
27th December, 2010.

F. No. L-11012/33/99-IR(C-I)

Name of the Retrenched Staff

Sl. No.	Staff No.	Name	Designation
1.	F: 90015	Mr. T.K. Raha	Sr. Traffic Asstt.
2.	F: 90001	Mr. S.K. Bhattacharjee	Loader
3.	F: 90002	Mr. B.C. Dey	Loader
4.	F: 90003	Mr. B. Mondal	Loader
5.	F: 90004	Mr. R.K. Das	Loader
6.	F: 90006	Mr. A.K. Giri	Loader
7.	F: 90009	Mr. Sk. A. Ali	Loader
8.	F: 90010	Mr. P.K.Dutta	Loader
9.	F: 90011	Mr. Ramchandra Balmiki	Sweeper
10.	F: 90019	Mr. N.K.Chawdhury	Loader
11.	F: 90017	Mr. M.K.Banik	Loader
12.	F: 90020	Mr. Md.Hanif	Loader
13.	F: 90113	Mr. Md. Sharifuddin Ahmed	Loader
14.	F: 90112	Mr. S.C. Dey	Loader
15.	F: 90114	Mr. Vasan Dey	Loader
16.	F: 90115	Mr. Nirmal Dey	Loader
17.	F: 90116	Nr. Relu Balmlki	Sweeper
18.	F: 90116	Mr. Nanda Dulal Mirtra	Loader
19.	M: 90116	Mr. Dilip Kumar Das	Loader
20.	M: 90116	Mr. Abul Wahab	Loader
21.	M: 90116	Mr. Sk.Din Islam	Loader
22.	M: 90116	Mr. Rabi Paul	Loader
23.	M: 90116	Mr. Prakash Balmiki	Sweeper
24.	M: 90116	Mr. Vajan Kumar Das	Loader
25.	M: 90116	Mr. Md. Anwar Ali Mollah	Loader
26.	M: 90116	Mr. Md. Selim Khan	Loader
27.	M: 90116	Mr. Ashoke Dhal	Loader
28.	M: 90116	'Mr. Sunil Kumar Mondal	Sweeper

ANNEXURE 'A'

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, KOLKATA

Reference No. 33/1999

BETWEEN

Bangladesh Biman Corporation (Now Biman Bangladesh Airlines Ltd.)

AND

Bangladesh Biman Employees Union

Joint Petition of Comprise

The humble joint petition on behalf of both parties

Most respectfully SHEWETH :

1. That the above matter is pending before this Hon'ble Tribunal for adjudication.
2. That both the parties desired to settle the dispute mutually and with that objective held prolonged discussions time to time as Dhaka and Kolkata finally reaching an amicable settlement.
3. That the parties resolved the dispute and signed a Memorandum of Settlement on 07-12-2010. A copy of the said settlement is annexed hereto.

It is therefore prayed

That the Hon'ble Tribunal will be graciously pleased to pass a consent award in terms of the settlement annexed hereto.

And for such act of kindness the parties as duty bound shall ever pray.

Mr. Md. Shafiqul Islam Deputy General, Manager Legal Affairs, Biman Bangladesh Airlines Limited, Dhaka	Mr. Quazi Golam Mohammad (Panna) Secretary, Bangladesh Biman Employees Union, Kolkata.

VERIFICATION

We, Md. Shafiqul Islam and Quazi Golam Mohammad (Panna) do hereby state that the statements contained in paragraphs 1, 2 & 3 of above petition are statements of facts, true to the best of our knowledge and rest is our humble submission.

Mr. Md. Shafiqul Islam Deputy General, Manager Legal Affairs, Biman Bangladesh, Airlines Limited, Dhaka	Mr. Quazi Golam Mohammad (Panna) Secretary, Bangladesh Biman , Employees Union, Kolkata.

MEMORANDUM OF SETTLEMENT UNDER SEC. 2 (P) OF THE INDUSTRIAL DISPUTES ACT, 1947 BETWEEN BIMAN BANGLADESH AIRLINES LTD. AND BANGLADESH BIMAN EMPLOYEES UNION, KOLKATA

The settlement has been entered into on this the seventh day of December, 2010 between Biman Bangladesh Airlines Ltd. here-in-after referred to as "Airline".

And

Bangladesh Biman Employees Union, Kolkata here-in-after referred to as "Union".

Short Recital

Whereas from 1st June, 1989, the management of Biman Bangladesh Airlines retrenched 28 of its workmen at Kolkata Airport.

Whereas, the Bangladesh Biman Employees Union, Kolkata contested the said action of the management and raised an industrial dispute before the Regional Labour Commissioner (Central), Kolkata demanding re-instatement with full back wages.

Whereas, all the efforts for a settlement failed and the dispute was then referred to the Hon'ble Central Government Industrial Tribunal, Kolkata by the appropriate government for adjudication. The dispute is pending before the Hon'ble Tribunal under Reference no.33/1999.

Whereas, the dispute is under litigation for a very long time, both the parties desired to settle the dispute mutually. Prolonged discussions were held time to time at Dhaka and Kolkata, finally reaching an understanding. A memorandum of understanding was signed at Kolkata on 20th November, 2009 subject to approval by the Airlines and acceptance of the concerned workmen.

Whereas, by its letter ref. CCUUUBG/LEGAL/2010/002 dated 05-01-2010 addressed to the union. the Airline informed that Biman Management had approved and accepted the said MOU.

Whereas, the union in its letter dated 25-01-2010 and 27-02-2010 had also informed the management of Airline, that the workers had approved and accepted the amount of lump sum compensation of INR 18.52 Lacs (Eighteen Lacs and Fifty Two Thousand only) agreed upon by the Airline in the said MOU. but sought some changes without however seeking any increase in the aforesaid amount.

In consideration of the above matter in dispute has been resolved on the following terms and conditions:

Terms of Settlement

It is agreed by and between the parties that—

1. Since one of the concerned retrenched workmen Shree Tapas Kumar Raha resigned from the union and obtained an order from the Hon'ble Kolkata High Court to defend his case individually and separately under the same reference before the CGIT, he has been kept out of purview of this agreement. The Airline is free to discuss and settle the matter with him without any reference to the said MOU dated 20th November, 2009.
2. Shree Ram Chandra Balmiki and Shree Prakash Balmiki also have been kept out of purview of this agreement on the demand of the Union since they had accepted the retrenchment compensation at the very initial stage before the union raised the dispute in the matter of retrenchment.
3. Out of aforesaid compensation of INR 18.52 Lac (Eighteen Lac and fifty two thousand) payment will be made by the airline to worker concerned on the production of distribution/disbursement list by the Union. However, under no circumstances the total payment to all workers with reference to case No. 33/1999 shall exceed INR 18.52 lacs.
4. The legal heir/s of the workmen who have expired in the meantime will receive compensation as per distribution/disbursement list by the union, subject to production of all necessary documents to the satisfaction of the airline management.
5. Out of the aforesaid amount, the Airline will pay an amount of INR 2,27,100 to the union through account payee cheque to compensate the union towards its legal and allied incidental expenses.
6. The table showing the amount payable to each workman is given in Annexure-A which forms a part of the settlement.
7. The airline and the union will jointly approach the Hon'ble Tribunal with the appeal to approve this agreement and graciously be kind enough to pass a consent award on the basis of this agreement.
8. The payment as applicable to the workmen or persons concerned will be made by the airline within 15 days, after such consent award by

the Hon'ble Tribunal and subject to signature by the worker concerned as per the format given in Annexure-B which forms a part of the settlement. If there is a violation or non-compliance of this settlement by either party, the aggrieved party will have the option to approach the Hon'ble Tribunal for review/recall of the settlement, provided however that if any worker does not approach the airline for payment within one year from the consent award, in that event the airline will send a list of such remaining workmen to the union at its functional office and thereafter, further six months time will be given, so that efforts may be made to inform/advise the concerned workmen by the union to collect his/her payment. Thereafter this settlement will not be effective for them.

In witness here of, the parties have signed this agreement on this the seventh day of December 2010.

For and on behalf of Biman Bangladesh Airlines Ltd.	For and on behalf of Bangladesh Biman Employees Union Kolkata
Sd/-	Sd/-
Mr. Md. Shafiqul Islam Deputy General Manager Legal Affairs	Mr. Mihir Bandyopadhyay Vice President
Sd/-	Sd/-
Mr. Md. Sahidul Islam Deputy General Manager Revenue	Quazi Golam Mohammed (Panna) Secretary
Sd/-	Sd/-
Mr. Mohammed Alauddin Regional Manager (Eastern India)	Madan Kumar Banik Vice President

ANNEXURE-A

Name of the workmen	Amount of Compensation
(1)	(2)
1. S.K.Bhatacharjee	INR 94,050
2. Babul Chandra Dey	INR 94,050
3. Ajit Kumar Giri	INR 94,050
4. S.K. Akbar Ali	INR 94,050
5. Parimal Dutta	INR 76,230
6. Madan Kumar Banik	INR 74,910
7. Sarfuddin Ahmed	INR 74,910
8. Subal Chandra Dey	INR 74,910
9. Vasan Chandra Dey	INR 74,910
10. Rehu Balmiki	INR 74,910
11. Nanda Dulal Mitra	INR 63,690
12. Dilip Kumar Das	INR 63,690
13. S.K. Din Islam	INR 63,690
14. Rabi Paul	INR 63,690
15. Vajan Kumar Das	INR 63,690
16. Anwar Ali Mondal	INR 63,690
17. Md. Selim Khan	INR 63,690
18. Sunil Kumar Mandal	INR 63,690
Deceased	**Amount of Compensation**
19. Bechu Mondal	INR 27,075
20. Ranjit Das	INR 20,000
21. Nirmal Kumar Chowdhury	INR 20,000
22. Md. Hanif	INR 20,000
23. Abdul Wahab	INR 62,725
24. Nirmal Chandra Dey	INR 74,910
25. Ashoke Dhal	INR 63,690

Sd/- illegible

ANNEXURE-B

Receipt

The Biman Bangladesh Airlines retrenched my service vide reference No. CAL/72A/89/365 dated 29 May, 1989 which was challenged by Bangladesh Biman employees Union, Kolkata, and filed T.S. No. 922/1989 before City Civil Court and obtained temporarily restrained order from giving effect to the notice of retrenchment No. Cal/72A/89/359 dated 29-5-1989.

The Biman filed appeal before the High Court. As per Hon'ble Courts direction undersigned collected an amount of INR more covering the amount of retrenchment compensation including ex-gratia additional amount of INR offered by the Airline with the right to move before Industrial Disputes for getting relief under the Industrial Disputes Act, 1947.

In continuation of the above effort was made by the Union for conciliation before RLC (Central) which, was subsequently referred to Industrial Tribunal (Central) by the Government of India.

That during the pendency of the suit before the Industrial Tribunal (Central) effort was made by the union and the Airline to settle the matter out of court; and a settlement was signed.

Accordingly, the undersigned do hereby receive INR more being full and final settlement of retrenchment compensation as per disbursement/distribution list submitted by the union and further I have no claim whatsoever against the Airline management in the matter of retrenchment.

Further, management is at liberty to make payment as agreed between union & Biman management to union from the compensation amount as per settlement.

Signature of the Union Executive	Signature of the Worker
	Name:
	Sd/- illegible
	Designation:
	Address:

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