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सं. 1] नई दिल्ली, दिसम्बर 27, 2015—जनवरी 2, 2016, शनिवार/पौष 6—पौष 12, 1937
No. 1] NEW DELHI, DECEMBER 27, 2015—JANUARY 2, 2016, SATURDAY/PAUSA 6—PAUSA 12, 1937

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)

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 27 नवम्बर, 2015

का.आ. 1.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा, यह घोषणा करती है कि उक्त अधिनियम की धारा 10 की उप-धारा (1) के खण्ड (ग) के उप-खण्ड (i) के उपबंध आईडीबीआई बैंक लि. पर लागू नहीं होंगे, जहां तक इसका संबंध बैंक के प्रबंध निदेशक एवं मुख्य कार्यपालक अधिकारी श्री किशोर पी. खरात को आईडीबीआई फेडरल लाइफ इंश्योरेंस कंपनी लिमिटेड के बोर्ड में निदेशक नामित करने से है।

[फा. सं. 13/8/2015-बीओ-1]

विजय मल्होत्रा, अवर सचिव

MINISTRY OF FINANCE
(Department of Financial Services)
New Delhi, the 27th November, 2015

S.O. 1.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Government of India on the recommendations of the Reserve Bank of India, hereby declare that the provisions of

sub-clauses (i) of clause (c) of sub-section (1) of Section 10 of the said Act shall not apply to IDBI Bank Ltd in so far as it relates to the nomination of Shri Kishor P. Kharat, MD & CEO, IDBI Bank Ltd. as Director on the Board of IDBI Federal Life Insurance Company Ltd.

[F. No. 13/8/2015-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 14 दिसम्बर, 2015

का.आ. 2.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उप-खंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा 3 के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, नीचे दी गई सारणी के कॉलम (2) में विनिर्दिष्ट व्यक्ति को उक्त सारणी के कॉलम (3) में विनिर्दिष्ट व्यक्ति के स्थान पर कॉलम (1) में विनिर्दिष्ट बैंक में तत्काल प्रभाव से और अगले आदेशों तक, सरकारी नामिती निदेशक नामित करती है:-

1.	2.	3.
केनरा बैंक	श्री पंकज जैन, संयुक्त सचिव, वित्तीय सेवाएं विभाग	डॉ. रजत भार्गव

[फा. सं. 7/2/2012-बीओ-1]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 14th December, 2015

S.O. 2.—In exercise of the powers conferred by clause (b) of Sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980, read with sub-clause (1) of clause 3 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby nominate the person specified in column (2) of the table below as Government Nominee Director of the Banks specified in column (1) thereof, in place of the persons specified in column (3) of the said Table, with immediate effect and until further orders:-

(1)	(2)	(3)
Canara Bank	Shri Pankaj Jain, Joint Secretary, Department of Financial Services	Dr. Rajat Bhargava

[F. No. 7/2/2012-BO.I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 15 दिसम्बर, 2015

का.आ. 3.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) और खण्ड 8 के उप-खंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, ओरियंटल बैंक आफ कामर्स के महाप्रबंधक श्री अरविन्द कुमार जैन (जन्म तिथि 13.01.1957) को उनके पदभार ग्रहण करने की तारीख से 31.01.2017 तक अर्थात् अधिवर्षिता की आयु प्राप्त करने की तारीख तक अथवा अगले आदेशों तक, जो भी पहले हो, 65,000-78,000/-रुपए के वेतनमान में पंजाब एंड सिंध बैंक के कार्यपालक निदेशक के पद पर नियुक्त करती है।

[फा. सं. 4/5/2013-बीओ-1]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 15th December, 2015

S.O. 3.—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 and sub-clause (1) of clause 8 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby appoints Shri Arvind Kumar Jain (DoB: 13.01.1957), GM, Oriental Bank of Commerce, as Executive Director in Punjab & Sind Bank in the scale of pay of Rs. 65000-78000/- with effect from the date of his

taking over the charge of the post and upto 31.01.2017 i.e. the date of his attaining the age of superannuation or until further orders, whichever is earlier.

[F. No. 4/5/2013-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 17 दिसम्बर, 2015

का.आ. 4.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार, भारतीय रिजर्व बैंक की सिफारिशों पर एतद्वारा, यह घोषणा करती है कि उक्त अधिनियम की धारा 10 की उप-धारा (1) के खण्ड (ग) के उप-खण्ड (i) के उपबंध बैंक आफ इंडिया पर लागू नहीं होंगे, जहां तक इसका संबंध बैंक के प्रबंध निदेशक एवं मुख्य कार्यपालक अधिकारी श्री एम. ओ. रेगो को बीओआई एक्सा इन्वेस्टमेंट मैनेजर्स प्रा. लि., स्टार यूनियन दाई ईची लाइफ इंश्योरेंस कं. लि., एसटीसीआई फाइनेंस लि., एसटीसीआई प्राइमरी डीलर लि. और इंडोजांबिया बैंक लि. के बोर्ड में गैर-कार्यपालक निदेशक नामित करने से है।

[फा. सं. 13/21/2015-बीओ-I]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 17th December, 2015

S.O. 4.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Government of India on the recommendations of the Reserve Bank of India, hereby declare that the provisions of sub-clauses (i) of clause (c) of sub-section (1) of Section 10 of the said Act shall not apply to Bank of India in so far as it relates to the nomination of Shri M.O. Rego, MD&CEO of the Bank as a Director on the Boards of BOI AXA Investment Managers Pvt. Ltd., Star Union Dai Ichi Life Insurance Co. Ltd, STCI, Finance Ltd, STCI Primary Dealer Ltd and Indo-Zambia Bank Ltd. as Non-executive Director.

[F. No. 13/21/2015-BO-I]

VIJAY MALHOTRA, Under Secy.

विदेश मंत्रालय

(सी.पी.वी. प्रभाग)

नई दिल्ली, 21 दिसम्बर, 2015

का.आ. 5.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 (1948 का 41) की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश ।

एतद्वारा, केंद्र सरकार भारत के दूतावास, दमस्कस में श्री उमाकांत शर्मा, सहायक को दिनांक 21 दिसम्बर, 2015 से सहायक कौंसुलर अधिकारी के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है ।

[सं. टी. 4330/01/2015]

प्रकाश चन्द, उप सचिव (कौंसुलर)

MINISTRY OF EXTERNAL AFFAIRS

(CPV DIVISION)

New Delhi, the 21st December, 2015

S.O. 5.—Statutory Order 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 appoints Shri Umakant Sharma, Assistant in Assistant as Assistant Consular Officer in Embassy of India, Damascus to perform the Consular services with effect from 21 December, 2015.

[No. T. 4330/01/2015]

PRAKASH CHAND, Dy. Secy. (Consular)

नई दिल्ली, 18 दिसम्बर, 2015

का.आ. 6.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 (1948 का 41) की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश ।

एतद्वारा, केंद्र सरकार भारत के उच्चायोग, वेलिंग्टन में श्री यशबीर सिंह, सहायक को दिनांक 18 दिसम्बर, 2015 से सहायक कौंसुलर अधिकारी के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है ।

[सं. टी. 4330/01/2015]

प्रकाश चन्द, उप सचिव (कौंसुलर)

New Delhi, the 18th December, 2015

S.O. 6.—Statutory Order 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 appoints Shri Yashbeer Singh, Assistant as Assistant Consular Officer in the High Commission of India, Wellington to perform the Consular services with effect from 18 December, 2015.

[No. T. 4330/01/2015]

PRAKASH CHAND, Dy. Secy. (Consular)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 28 दिसम्बर, 2015

का.आ. 7.—केन्द्र सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए व्यापम मामलों के विचारण के लिए नामित मध्य प्रदेश के विभिन्न न्यायालयों में व्यापम घोटाले से संबंधित मामलों के विचारण का संचालन तथा उन मामलों से उत्पन्न प्रासंगिक अन्य मामलों में अपील, पुनरीक्षण हेतु निम्नलिखित बारह अधिवक्ताओं को विशेष लोक अभियोजक के रूप में नियुक्त करती है:

1.	श्री अवधेश कुमार शर्मा	2.	श्री बृज किशोर कुलश्रेष्ठ
3.	श्री मनोज भार्गवा	4.	श्री सुमन पाण्डे
5.	श्री भरत भूषण शर्मा	6.	श्री चंद्र प्रताप सिंह
7.	श्री राम पाठक	8.	श्री कौशल किशोर मिश्रा
9.	श्री सौरव वर्मा	10.	श्री राजकुमार बंसल
11.	श्री निर्मल कुमार शर्मा	12.	श्री राघवेंद्र सिंह तोमर

[फा. सं. 225/21/2015—ए.वी.डी.—II]

मो. नदीम, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 28th December, 2015

S.O. 7.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints the following twelve, Advocates as Special Public Prosecutors to conduct the trial of cases related to VYAPAM scam in the different Courts of Madhya Pradesh, designated for trial of VYAPAM cases, appeals, revisions and other matters connected therewith or incidental thereto:

1. Sh. Avdhesh Kumar Sharma;
2. Sh. Brij Kishor Kulshreshtha
3. Sh. Manoj Bhargava
4. Sh. Suman Pandey
5. Sh. Bharat Bhushan Sharma
6. Sh. Chandra Pratap Singh
7. Sh. Ram Pathak

8. Sh. Kaushal Kishor Mishra
9. Sh. Sourabh Verma
10. Sh. Raj Kumar Bansal
11. Sh. Nirmal Kumar Sharma
12. Sh. Raghvendra Singh Tomar

[F. No. 225/21/2015-AVD-II]

Md. NADEEM, Under Secy.

नई दिल्ली, 28 दिसम्बर, 2015

का.आ. 8.—केन्द्र सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मध्य प्रदेश सरकार की अधिसूचना सं. एफ.नं. 1/5/96/XX-बी (एक)/2220/2015 दिनांक 28 जुलाई, 2015 के माध्यम से अधिसूचित विचारण न्यायालय में व्यापम द्वारा संचालित विभिन्न परीक्षाओं के संबंध में दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 के अधीन केन्द्रीय अन्वेषण ब्यूरो द्वारा भ्रष्टाचार निवारण अधिनियम, 1988 की धारा 3 में वर्गीकृत अपराधों के मामले की जांच में अभियोजन का संचालन करने तथा उन मामलों से उत्पन्न प्रासंगिक अन्य मामलों में अपील, पुनरीक्षण हेतु निम्नलिखित इक्कीस अधिवक्ताओं को विशेष लोक अभियोजक के रूप में नियुक्त करती है:

1.	श्री भुपेन्द्र कुमार श्रीवास्तव	2.	श्री राज कुमार रमनानी
3.	श्री मनोज कुमार दूबे	4.	श्री आशीष बर्गले
5.	श्री चन्द्र शेखर गुर्जर	6.	श्री कृष्णा कांत पराशर
7.	श्री अमित मजूमदार	8.	श्री राजेश गोगले
9.	श्री अवधेश शर्मा	10.	श्री रूप सिंह यादव
11.	श्री राजेश त्रिवेदी	12.	श्री अल्केश भार्गव
13.	श्री जितेन्द्र कुमार गुप्ता	14.	श्री दीनेन्द्र सिंह
15.	श्री राजेन्द्र कुमार गुप्ता	16.	श्री पंकज खरे
17.	श्री आलोक कुमार श्रीवास्तव	18.	श्री प्रतीश जैन
19.	श्री सुधीर कुमार शर्मा	20.	श्री पंकज कुमार राठोर
21.	श्री अमित पुरोहित		

[फा. सं. 225-22-2015-ए.वी.डी.-II]

मो. नदीम, अवर सचिव

New Delhi, the 28th December, 2015

S.O. 8.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints the following twenty-one, Advocates as Special Public Prosecutors for conducting prosecution in the Trial courts, notified by the Government of Madhya Pradesh vide Notification No. F. N. 1/5/96/XX-B(one)/2220/2015, dated the 28th July, 2015, to try the cases relating to the offences specified under section 3 of the Prevention of Corruption Act, 1988 in relation to various examination, conducted by Vyapam and investigated under the Delhi Special Police Establishment Act, 1946 by the Central Bureau of Investigation, appeals, revisions and other matters connected therewith or incidental thereto:—

1.	Sh. Bhupendra Kumar Srivastava	2.	Sh. Raj Kumar Ramnani
3.	Sh. Manoj Kumar Dubey	4.	Sh. Ashish Bargle
5.	Sh. Chandra Shekhar Gurjar	6.	Sh. Krishna Kant Parashar
7.	Sh. Amit Mazumdar	8.	Sh. Rajesh Gogle
9.	Sh. Avadhesh Sharma	10.	Sh. Roop Singh Yadav
11.	Sh. Rajesh Trivedi	12.	Sh. Alkesh Bhargav
13.	Sh. Jitender Kumar Shukla	14.	Sh. Deenendra Singh
15.	Sh. Rajendra Kumar Gupta	16.	Sh. Pankaj Khare
17.	Sh. Alok Kumar Srivastava	18.	Sh. Pratish Jain
19.	Sh. Sudhir Kumar Sharma	20.	Sh. Pankaj Kumar Rathore
21.	Sh. Amit Purohit		

[F. No. 225/22/2015-AVD-II]

Md. NADEEM, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 22 दिसम्बर, 2015

का.आ. 9.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जनवरी, 2015 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप-धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध पंजाब राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

क्रमांक	राजस्व ग्राम का नाम	हदबस्त संख्या	तहसील	जिला
1.	कम्मोमाजरा खुर्द	36	संगरूर	संगरूर
2.	बीर एसवाल	38	संगरूर	संगरूर

[सं. एस-38013/93/2015-एस.एस.1]

अजय मलिक, अवर सचिव

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 22nd December, 2015

S.O. 9.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st January, 2016 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Punjab namely: -

Sr. No.	Name of the Village	Hadbast No.	Tehsil	Distt.
1.	Kammomajra Khurd	36	Sangrur	Sangrur
2.	Bir Aiswal	38	Sangrur	Sangrur

[No. S-38013/93/2015-S.S.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 22 दिसम्बर, 2015

का.आ. 10.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जनवरी, 2016 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप-धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध उत्तराखण्ड राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

क्र.सं.	राजस्व ग्राम का नाम	राजस्व परगना	राजस्व तहसील	जिला
1.	लक्सर, प्रहलादपुर, खेडी मुबारिकपुर, गंगनौली, अकबरपुर ऊद, रायसी, कानेवाली रायसिंह, भोवावाली, हबीबपुर कुडी, नैतवाला सैदाबाद।	लक्सर	लक्सर	हरिद्वार

[सं. एस-38013/94/2015-एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, the 22nd December, 2015

S.O. 10.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st January, 2016 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Uttarakhand namely: -

S.No.	Name of the Revenue Village	Revenue Pargana	Revenue Tehsil	District
1.	Laksar, Prahladpur, Khedi Mubarikpur, Gangnauli, Akbarpur Oud, Raysi, Kanewali-Raysingh, Bhovawali, Habibpur Kudi, Naitwala-Saidabar.	Laksar	Laksar	Haridwar

[No. S-38013/ 94/ 2015-S.S.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 22 दिसम्बर, 2015

का.आ. 11.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 दिसम्बर, 2015 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप-धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध आन्ध्र प्रदेश राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

“आन्ध्र प्रदेश के गुंटुर जिले के चेब्रोलु की सीमा के उपग्राम थोटीपालेम, वेजेन्दला, पत्तारेडुडीपालेम, मंचाला, गुंडावरम, गोडावरु और वी. एन. पालेम के उपग्राम एम. चेब्रोलु मंडल में अनंतावरम के उपग्राम के अधीन वाले सभी राजस्व गाँव”

[सं. एस-38013/95/2015-एस.एस. 1]

अजय मलिक, अवर सचिव

New Delhi, the 22nd December, 2015

S.O. 11.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st January, 2016, as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Andhra Pradesh namely:-

"ALL THE REVENUE VILLAGES FALLING WITHIN THE LIMITS OF CHEBROLU WITH HAMLET THOTLAPALEM, VEIENDLA, PATHAREDDYPALEM, MANCHALA, GUNDAVARAM HAMLET OF GODAVARRU AND V. N. PALEM HAMLET OF M. ANATAVARAM IN CHEBROLU MANDAL OF GUNTUR DISTRICT IN ANDHRA PRADESH."

[No. S-38013/95/ 2015-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 22 दिसम्बर, 2015

का.आ. 12.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जनवरी, 2016 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप-धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध आन्ध्र प्रदेश राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

“आन्ध्र प्रदेश के प्रकाशम जिले में जे. पंगुलुरु मंडल के राजस्व सीमा के उपग्राम आडांकी (उत्तर) चेरुवुकुम्मुपालेम, जारलापालेम, नागुलपाडु, आडांकी (दक्षिण) वेंकटपुरम, वेलापुरिपाडु, विप्पारालावारिपालेम, कोंगापाडु, बोम्मानापाडु, चक्रायपालेम, गोपालापुरम, कोटिकलापुडी, तिम्लारेडुडीपालेम, कुंकुपाडु के उप ग्राम, मानिकेस्वरम, आडांकी मंडल के उपग्राम तिम्ययापालेम और रेणांगीवरम, कास्यापुरम अधीन वाले सभी राजस्व गाँव”

[सं. एस-38013/96/2015-एस.एस. 1]

अजय मलिक, अवर सचिव

New Delhi, the 22nd December, 2015

S.O. 12.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st January, 2016, as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Andhra Pradesh namely:-

"ALL THE REVENUE VILLAGES FALLING WITHIN THE LIMITS OF ADDANKI (NORTH) WITH HAMLETS CHERUVUKOMMUPALEM, JASRLAPALEM, NAGULAPADU; ADDANKI (SOUTH) WITH HAMLETS VENKATAPURAM, VELAMURIPADU, VIPPARALAVARIPALEM, KONGAPADU; BOMMANAPADU, CHAKRAYAPALEM, GOPALAPURAM, KOTIKALAPUDI WITH HAMLET

TIMMAREDDIPALEM; KUNKUPADU, MANIKESWARAM RAMAYAPALEM WITH HAMLET THIMMAYAPALEM IN ADDANKI MANDAL AND RENANGIVARAM, KASYAPURAM IN J.PANGULURU MANDAL OF PRAKASAM DISTRICT IN ANDHRA PRADESH."

[No. S-38013/96/ 2015-S.S. I]

AJAY MALIK, Under Secy.

नई दिल्ली, 22 दिसम्बर, 2015

का.आ. 13.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जनवरी, 2016 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप-धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध आन्ध्र प्रदेश राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

“आन्ध्र प्रदेश के पूर्वी गोदावरी जिले में अमलापुरम मंडल के उपग्राम थंडावालपल्ली, इम्मिदिवराप्पडु, जानुपल्ली, नाडिपुडी, पल्लागुम्मी, पेरूरु, ए.वीमावरम, सकुर्रु, जी. अग्रहारम, बंडारुलंका, इन्दुआपल्ली, भाट्नाल्ली, एडरापाल्ली, नल्लामिल्ली, सामानसा, बी, चिंतलपुडी”

[सं. एस-38013/97/2015-एस.एस. 1]

अजय मलिक, अवर सचिव

New Delhi, the 22nd December, 2015

S.O. 13.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st January, 2016, as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Andhra Pradesh namely:-

"ALL THE REVENUE VILLAGES WITH THEIR HAMLETS OF AMALAPURAM, THANDAVAPALLI IMMIDIVARAPPADU, IANUPALLI NADIPUDDI PALLAGUMMI PERURU, A. VEMAVARAM, SAKURRU. G. AGRAHARAM. BANDARULANKA, INDUPALLI, BHATNAVALLI, EDARAPALLI, NALLAMILLI, SAMANASA, V. CHINTALAPUDI IN AMALAPURAM MANDAL OF EAST GODAVARI DISTRICT IN ANDHRA PRADESH."

[No. S-38013/97/ 2015-SS. I]

AJAY MALIK, Under Secy.

नई दिल्ली, 22 दिसम्बर, 2015

का.आ. 14.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जनवरी, 2016 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप-धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध आन्ध्र प्रदेश राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

“आन्ध्र प्रदेश के गुंटुर जिले में दुग्गीराला मंडल के मोरामपुडी की सीमा के मंचीकलापुडी, चिलुवुलु, एमानी, चिंटलापुडी, तुम्मापुडी, देवारापल्ली, अग्रहारम और पेरुकलपुडी के उपग्राम के साथ चुक्कपल्लीवारिपालेम की सीमा के अधीन आने वाले सभी गाँव”

[सं. एस-38013/98/2015-एस.एस. 1]

अजय मलिक, अवर सचिव

New Delhi, the 22nd December, 2015

S.O. 14.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st January, 2016, as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Andhra Pradesh namely:-

"ALL THE REVENUE VILLAGES FALLING WITHIN THE LIMITS OF DUGGIRALA, MORAMPUDI WITH HAMLET MANCHIKALAPUDI; CHILUVULU, EMANI, CHINTALAPUDI, TUMMAPUDI, DEVARAPALLI AGRAHARAM AND PERUKALAPUDI WITH HAMLET CHUKKAPALLIVARIPALEM OF DUGGIRALA MANDAL OF GUNTUR DISTRICT IN ANDHRA PRADESH."

[No. S-38013/98/ 2015-S.S.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 22 दिसम्बर, 2015

का.आ. 15.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जनवरी, 2016 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप-धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध आन्ध्र प्रदेश राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

“आन्ध्र प्रदेश के पूर्वी गोदावरी जिले में रावलुपालेम मंडल के उबालंका, कोमराजुलंका, रावलुपालेम, लक्ष्मीपोलावरम, वेदिरेस्वरम, पोडागट्लापल्ली, जुत्तिगापडु, देवरपल्ली, इत्तकोटा, गोपालापुरम, मुम्मिडिवरप्पडु के उपग्राम और राजस्व सीमा के अधीन आने वाले सभी गाँव”

[सं. एस-38013/99/2015-एस.एस. 1]

अजय मलिक, अवर सचिव

New Delhi, the 22nd December, 2015

S.O. 15.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the **1st January, 2016**, as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of **Andhra Pradesh** namely:-

"ALL THE REVENUE VILLAGES WITH THEIR HAMLETS OF UBALANKA, KOMARAJULANKA, RAVULAPALEM, LAXMIPOLAVARAM, VEDIRESWARAM, PODAGATLAPALLE, JUTHIGAPADU, DEVARAPALLE, ITHAKOTA, GOPALAPURAM, MUMMIDIVARAPPADU IN RAVULAPALEM MANDAL OF EAST GODAVARI DISTRICT IN ANDHRA PRADESH."

[No. S-38013/99/2015-S.S. I]

AJAY MALIK, Under Secy.

नई दिल्ली, 22 दिसम्बर, 2015

का.आ. 16.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा **01 जनवरी, 2016** को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप-धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध **तमिलनाडु** राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

केन्द्र	क्षेत्र के अंतर्गत आने वाले निम्न राजस्व गाँव
तुत्तुकुडी जिला	1. कीष तिरुचेन्दूर
तिरुचेन्दूर तालुक	2. मेल तिरुचेन्दूर
तिरुचेन्दूर क्षेत्र	3. वीरपांडियपट्टनम
	4. आरुमुगनेरी
	5. आतूर कस्पा
	6. मेल आतूर

[सं. एस-38013/100/2015-एस.एस. 1]

अजय मलिक, अवर सचिव

New Delhi, the 22nd December, 2015

S.O. 16.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the **1st January, 2016** as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Tamil-Nadu namely: -

CENTRE	AREA COMPRISING THE REVENUE VILLAGES OF
Tiruchendur Tiruchendur Taluk, Tuticorin District	1. Keezha Tiruchendur 2. Mela Tiruchendur 3. Veerapandianpatnam 4. Arumuganeri 5. Authoor Kaspas 6. Mela Authoor

[No. S-38013/100/ 2015-S.S. I]

AJAY MALIK, Under Secy.

नई दिल्ली, 22 दिसम्बर, 2015

का.आ. 17.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा **01 जनवरी, 2016** को उस तारीख के रूप में नियत करती है, जिनको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप-धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध **कर्नाटक** राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:

क्रम स.	राजस्व ग्राम का नाम	होबली	तालुक	जिला
1.	नागुवनहल्ली/बेलवड़ी	कसवा	श्रीरन्गपट्टणा	मण्ड्या
2.	पालहल्ली	बेलगोला	श्रीरन्गपट्टणा	मण्ड्या

[सं. एस-38013/101/2015-एस.एस. 1]

अजय मलिक, अवर सचिव

New Delhi, the 22nd December, 2015

S.O. 17.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the **1st January, 2016** as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of **Karnataka** namely: -

Sl. No.	Name of the Revenue Village or Municipal Limits	Hobli	Taluk	District
1.	Naguvanahalli/Belwadi	Kasaba	Srirangapatna	Mandya
2.	Palahalli	Belagola	Sriangapatna	Mandya

[No. S-38013/101/ 2015-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 22 दिसम्बर, 2015

का.आ. 18.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा **01 जनवरी, 2016** को उस तारीख के रूप में नियत करती है, जिनको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप-धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध **अंडमान एवं निकोबार** राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:

क्रम स.	राजस्व ग्राम का नाम*	पटवारी सर्कल संख्या	हदबस्त संख्या/होबली*	तहसील व तालुक*	जिला
1.	अबरदीन गांव	4		पोट ब्लेयर तहसील	दक्षिण अंडमान
2.	अबरदीन गांव	4		पोट ब्लेयर तहसील	दक्षिण अंडमान
3.	हद्दो	5		पोट ब्लेयर तहसील	दक्षिण अंडमान
4.	चतम द्वीप	5		पोट ब्लेयर तहसील	दक्षिण अंडमान
5.	बुनियादाबाद	5		पोट ब्लेयर तहसील	दक्षिण अंडमान
6.	जंगलीघाट	6		पोट ब्लेयर तहसील	दक्षिण अंडमान

7.	फिनिक्स खाड़ी	6		पोट ब्लेयर तहसील	दक्षिण अंडमान
8.	शादीपुर	7		पोट ब्लेयर तहसील	दक्षिण अंडमान
9.	साउथ प्वाइंट	7		पोट ब्लेयर तहसील	दक्षिण अंडमान
10.	गुडविल इस्टेट	7		पोट ब्लेयर तहसील	दक्षिण अंडमान
11.	नयागांव	8		पोट ब्लेयर तहसील	दक्षिण अंडमान
12.	दूधलाइन	8		पोट ब्लेयर तहसील	दक्षिण अंडमान
13.	कार्बिन्स कोव	8		पोट ब्लेयर तहसील	दक्षिण अंडमान
14.	मिन्नी बे	9		पोट ब्लेयर तहसील	दक्षिण अंडमान
15.	लम्बा लाइन	9		पोट ब्लेयर तहसील	दक्षिण अंडमान
16.	स्कूल लाइन	10		पोट ब्लेयर तहसील	दक्षिण अंडमान
17.	पहाड़गांव	10		पोट ब्लेयर तहसील	दक्षिण अंडमान
18.	डॉलीगंज	10		पोट ब्लेयर तहसील	दक्षिण अंडमान
19.	ऑस्टीनाबाद	11		पोट ब्लेयर तहसील	दक्षिण अंडमान
20.	बृक्षाबाद	11		पोट ब्लेयर तहसील	दक्षिण अंडमान
21.	ब्रक्षगंज	11		पोट ब्लेयर तहसील	दक्षिण अंडमान
22.	गरचाराम	12(A)		पोट ब्लेयर तहसील	दक्षिण अंडमान
23.	प्रोथरापुर	12(B)		पोट ब्लेयर तहसील	दक्षिण अंडमान
24.	कालीकट	14		पोट ब्लेयर तहसील	दक्षिण अंडमान

[सं. एस-38013/102/2015-एस.एस. 1]

अजय मलिक, अवर सचिव

New Delhi, the 22nd December, 2015

S.O. 18.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the **1st January, 2016** as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in UT of **Andaman & Nicobar** namely:—

Sl. No.	Name of the Village/Area*	Patwari Circle No.	Tehsil/Taluk*	District
1.	Aberden Village	4	Port Blair Tehsil	South Andaman
2.	Aberdeen Bazar	4	Port Blair Tehsil	South Andaman
3.	Haddo	5	Port Blair Tehsil	South Andaman
4.	Chatham island	5	Port Blair Tehsil	South Andaman
5.	Buniyadabad	5	Port Blair Tehsil	South Andaman
6.	Junglighat	6	Port Blair Tehsil	South Andaman
7.	Phoneix Bay	7	Port Blair Tehsil	South Andaman
8.	Shadipur	7	Port Blair Tehsil	South Andaman
9.	South Point	7	Port Blair Tehsil	South Andaman
10.	Goodwil Estate	7	Port Blair Tehsil	South Andaman
11.	Nayagaon	8	Port Blair Tehsil	South Andaman
12.	Dudhline	8	Port Blair Tehsil	South Andaman
13.	Carbyn's Cove	8	Port Blair Tehsil	South Andaman
14.	Minnie Bay	9	Port Blair Tehsil	South Andaman
15.	Lamba Line	9	Port Blair Tehsil	South Andaman
16.	School Line	10	Port Blair Tehsil	South Andaman
17.	Pahargaon	10	Port Blair Tehsil	South Andaman
18.	Dollygunj	10	Port Blair Tehsil	South Andaman
19.	Austinabad	11	Port Blair Tehsil	South Andaman
20.	Brookshabad	11	Port Blair Tehsil	South Andaman
21.	Brichgunj	11	Port Blair Tehsil	South Andaman
22.	Garacharama	12(A)	Port Blair Tehsil	South Andaman
23.	Prothrapur	12(B)	Port Blair Tehsil	South Andaman
24.	Calicut	14	Port Blair Tehsil	South Andaman

[No. S-38013/102/2015-S.S.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 21 दिसम्बर, 2015

का.आ. 19.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **बीसीसीएल** के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय, न० 1, धनबाद** के पंचाट (**संदर्भ संख्या 18/2008**) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21/12/2015 को प्राप्त हुआ था।

[सं. एल-20012/31/2008-आई. आर. (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 21st December, 2015

S.O. 19.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 18 of 2008) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 21.12.2015.

[No. L-20012/31/2008-IR(CM-I)]

M. K. SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD**

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act, 1947

Ref. No. 18 of 2008

Employer in relation to the management of Lodna Area M/s. BCCL

AND

Their workmen

Present:- Shri **Ranjan Kumar Saran**, Presiding Officer**Appearances :**

For the Employers : - Shri S.N.Ghosh, Advocate

For the workman : - Shri R.R.Ram, Rep.

State : Jharkhand

Industry :- Coal

Dated 19/11/ 2015

AWARD

By Order No. L-20012/31/2008-IR (CM-I), dated. 28/04/2008, 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 disputes for adjudication to this Tribunal:

SCHEDULE

“ Whether the action of the management of Bagdigi Colliery of M/S. BCCL in not providing dependent employment to Sh. Bhola Bhuia, S/O Late Ganauri Bhuia, Loader , under the provision of NCWA is justified and legal? If not, to what relief is the dependent son of Late Ganauri Bhuia entitled ?”

2. This Case is received from the Ministry of Labour & Employment on 05.05.2008. After receipt of reference , both parties are noticed. The Sponsoring Union files their written statement on 24.09.2008. The management files their written statement on 16.07.2009. One witnesses has been examined from both side.
3. The short point to be decided in this reference is , whether the dependent of the concerned workman is entitled for service on compassionate Ground or not.
4. The workman has claimed for job in place of his father who died while in job. He submits that his name found place in service exerts and he was minor when the service exerts prepared.
5. On the other hand the management though not disputing the identity of the workman, submits he filed claim delayedly.
6. When a earning member of family dies prematurely, the family will be thrown to the street, and now a days to get all connected documents, is not easy due to official bottle neck.

7. Considering the facts and circumstance of this case, I hold that the management should provide job to the workman in place of his father on compassionate ground.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 21 दिसम्बर, 2015

का.आ. 20.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं० 1, धनबाद** के पंचाट (संदर्भ संख्या 166/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21/12/2015 को प्राप्त हुआ था ।

[सं. एल— 20012/169/1999—आई. आर. (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 21st December, 2015

S.O. 20.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 166 of 2000) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 21.12.2015.

[No. L-20012/169/1999-IR(C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

Ref. No. 166 of 2000

Employer in relation to the management of Sijua Area M/S BCCL

AND

Their workmen

Present:- Shri **Ranjan Kumar Saran**,

Presiding Officer.

Appearances :

For the Employers : - Shri D.K.Verma, Advocate

For the workman : - Shri Prabodh Kumar, Advocate.

State : Jharkhand

Industry :- Coal

Dated 19/11/2015

AWARD

By Order No. L-20012/169/99-IR (C-I), dated 24/08/1999 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 disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of the union to regularise Shri Baleshwar Rajwar & 14 others (as per list enclosed) in service and for paying category -I wages is justified? If yes, what relief there workmen are entitled to ?” Whether the termination of there workmen by the management is justified. If not what relief they are entitled to and from what date?”

List of workmen

1. Rajo Rajwar S/o Baleshwar Rajwar, Vill- Chiri, P.O- Tarma, P.S-Fatehpur, District- Gaya
2. Sukesh Kumar S/O Chandrika Kol, Vill-& P.O- Kachnama, P.S-Makhdumpur, District- Jahanabad.
3. Subhash Kumar S/O-Bijay Prasad, Vill-Loyabad, P.O- Bansjora, P.S- Loyabad, Dist-Dhanbad.

4. Sushant Kumar, S/O Srikant Sharma, Vill+P.O- Achuara, P.S- Barh, Dist- Patna.
5. Madan Mohan S/O- Ram Pratap Singh, Vill &P.O- Rampur, P.S-Makhdumpur ,Dist-Jahanabad.
6. Sunil Kumar, S/O-Ram Das Mahato Vill-Sawadigha, P.O& P.S- Kurtha, Dist- Jahanabad.
7. Rajiv Ranjan Choudhary, S/O- Balmiki Choudhary , Vill-Baukhara, P.O- Parsando, P.S- Kharagpur, Dist- Munger.
8. Niranjan Kumar, S/O- Babulal Singh, Vill-Makhmilpur, P.O- Shankarpur Imamganj, P.S- Kinjar, Dist- Jahanabad.
9. Ratanesh Gandhi S/O Bijay Prasad, Vill- Loyabad, P.O-Bansjora, P.S- Loyabad, Dist- Dhanbad.
10. Chhotalal S/O- Krishna Prasad, Tatarama, P.O- Tatarama, P.S- Manpur, Dist- Nalanda (BiharSarif)
11. Sukhdeo Yadav S/O- Barju Yadav Vill-Gulli, P.O- Pitij, P.S-Itkhor, Dist-Chatra.
12. Bachu Rajwar S/O- Sarjug Rajwar, Vill- Ghiri, P.O- Ratma, Dist- Gaya.
13. Dhananjay Prasad Chaurisia, S/O- Laxman Prasad Chaurasia , Vill- Loyabad More,P.O- Bansjora, P.S- Loyabad, Dist- Dhanbad.
14. Mathura Prasad Gupta, S/o- Parmeshwar Saw Vill- + P.O& P.S-- Haidarnagar, Dist- Palamu
15. Nandu Choudhary S/O- Laxman Choudhary, Vill- Parari Tola Baburiya Bigha, P.O- Sohagi, P.S- Nasariganj, Dist- Rohtas.

2. This Case is received from the Ministry of Labour & Employment on 26.06.2000. After receipt of reference , both parties are noticed. The workman files their written statement on 13.12.2000. After long delay the management files their written statement on 24.04.2002. One witnesses has been examined from both side And document of the Management is marked as M-1 to M-3/1.

3. The case of the workman is that, the concerned workmen had been working as mazdoor for supply of domestic Coal to the staff of Mudidih Colliery under Sijua Area of M/S BCCL Since long under the Dangal head of Sri Baleshwar Rajwar. It is also submitted that the concerned workman had been performing the said job within the premises of the said colliery and giving services to the management, and it is under the supervision and control of the said management, the said work is to be performed by departmental workman and when such jobs are performed by contractor workman through other agency , the said workmen are to be regularised.

4. It is also submitted that the workman had been paid their wages by the management through voucher and by cash granted and sanctioned from the Area Office by the concerned department, and they have put more than 240 days attendance in every year and they have been doing the said work continuously. But the concerned workman were stopped from their services from 14.03.1998. without any prior notice or any intimation.

5. On the other hand , the case of the management is that no employer and employee relationship exists between the management and the concerned workman., and the management never issued any work order to the concerned workman for carrying coal on their baskets their head and shoulders and supplying fuel coal at mudidih colliery.

6. It is also submitted by the management that Sri Baleshwar Rajwar & 14 others were never deployed by the management of Mudidih Colliery for the purpose of distributing coal for domestic purpose. Accordingly the demand of Sponsoring Union to regularise the concerned workman are false.

7. The short point is to be decided that whether the demand of the union to regularise the concerned workman Sri Baleshwar Rajwar & 14 others is legal or not.

8. The workman concerned as stated by them were supplying domestic coal to the quarters of the BCCL employees. They say that their work was continuous and perennial nature of job. They also produced some vouchers and work orders of BCCL , but the workmen concerned stated that their attendance was maintained by BCCL . But no such attendance sheet have been filed before this Tribunal.

9. Mere omnibus statement they were supplying coal to the quarters of BCCL employee, itself will not prove that they worked for 240 days in calendar year. And they also not filed any I.D card or gate pass etc to prove the workman of BCCL or contractor.

10. Therefore this Tribunal unable to grant any relief in this reference, thus reference answered in negative.

11. Considering the facts and circumstances of this case, I hold that the demand of the union to regularise Shri Baleshwar Rajwar & 14 others (as per list enclosed) in service and for paying category -I wages is not legal justified. Hence they are not entitled to get any relief.

This is my award

R. K. SARAN, Presiding Officer

नई दिल्ली, 21 दिसम्बर, 2015

का.आ. 21.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नो 1, धनबाद** के पंचाट (संदर्भ संख्या 32/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21/12/2015 को प्राप्त हुआ था ।

[सं. एल-20012/28/2009-आईआर (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 21st December, 2015

S.O. 21.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 32 of 2009) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 21.12.2015.

[No. L-20012/28/2009-IR(C-I)]

M. K. SINGH, Section 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, 1947

Ref. No. 32 of 2009

Employers in relation to the management of Kustore Area, M/s. BCCL

AND

Their workmen

Present :- **Sri Ranjan Kumar Saran**, Presiding officer**Appearances:**

For the Employers :- Shri D.K.Verma, Advocate

For the workman :- Shri S.C.Gourr, Advocate

State :- Jharkhand

Industry :- Coal

Dated 6/11/2015

AWARD

By Order No. L-20012/28/2009-IR-(CM-I), dated 29/30.04.2009, 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 disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Kustore Area of M/S BCCL in not regularising Shri Bharat Dhari as Driver in Cat-V from April 1999 is justified and legal? (ii) To what relief is the workman concerned entitled?”

2 The case is received from the Ministry of Labour on 28.05.2009. After receipt of reference, both parties are noticed, the Sponsoring Union files their written statement on 15.06.2009. And the management files their written statement -cum-rejoinder on 20.01.2010. Therefore rejoinder and document filed by the parties. One witness examined on behalf of the workman and Document of workman also marked as Ext. W-1 & W-2.

3. The case of the workman is that the concerned workman was appointed as piece rated Loader, having valid Driving License for Driving Heavy Vehicles, besides he was read upto Class VIII. It is also submitted by the workman that in the year 1990 the management inviting application for the post of Heavy vehicles Driver, and trade test, the concerned workman files all relevant paper as desired for the Trade Test and subsequently found fit for the post of Driver (Heavy) in the year 1991 thereafter given letter to Drive heavy vehicle in the colliery, from 1991 he is still performing the duty of heavy driver with satisfaction, but the concerned workman was paid cat-I wages with designation as Driver (Trainee) from 1991 to 2002.

4. It is also submitted that the cadre scheme for Driver is for engagement of Driver (Trainee) for one year only with cat-II wages but on completion of Training period satisfactorily, to be confirmed as Driver in Cat-V. But the employers did not follow the cadre scheme for promotion of Driver, the workman is entitled for cat-II as Trainee Driver from 1991 and Cat-V with designation as Driver from April 1999. But the management did not comply the cadre scheme the reference case arose.

5. The management's case is that there is not provision for regularisation of any employee in particular category from the particular date. It is also submitted that the Sponsoring Union has no locus standi to raise Industrial Dispute on behalf of the workman as the Sponsoring Union is not functioning in the establishment of Auto workshop. The management has to follow the provision of Art. 14 and 16 of the constitution of India, and the promotion of its employee will be considered by DPC duly constituted by the Cadre Controlling Authority.

6. The DPC recommend the name of eligible candidates for promotion in higher category after scrutinizing CR of the concerned employee, their requisite educational qualification and merit decided by Trade Test subject to availability of Vacancy. The workman concerned has been promoted as Driver in Category-V on the recommendation of the Committee, but the promotion is the prerogative of the management. The demand of promotion from an earlier date cannot be a subject matter of Industrial Dispute.

7. Short point to be decided in this reference that Sri Bharat Dhari is to be regularised as Driver Cat-V. Case of the workman is that the workman working as minor Loader under the management as per advertisement circulated to the post of driver, the workman appeared and cleared the test and thereafter he was regularised as driver (Trainee) Cat-I as per the order dated 22.03.1991 vide document Ext-W-1.

8. Thereafter the case of the workman is to be continued to work as such and vide office order dated 29.07.2002/02.08.2002 marked as Ext-W-2. The workman concerned was regularised in the post of Cat-V and the order was issued by The Dy. Chief Personnel Manager & it was communicated to all concerned.

9. This being the situation for the entitlement of regularisation as Driver Cat-V from April 1999. for which he has also not filed any document to justify the claim and he has also admitted in his evidence that he does not have any document to prove his claim. Therefore demand is refused.

10. Considering the facts and circumstances of this case, I hold that the action of the management of Kustore Area of M/S BCCL in not regularising Shri Bharat Dhari as Driver in Cat-V from April 1999 is justified. Hence he is not entitled to get any relief.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 21 दिसम्बर, 2015

का.आ. 22.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं० 1, धनबाद** के पंचाट (**संदर्भ संख्या 53/2013**) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-12-2015 को प्राप्त हुआ था।

[सं एल-20012/66/2013-आई. आर. (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 21st December, 2015

S.O. 22.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 53 of 2013) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of **M/s. BCCL** and their workmen, which was received by the Central Government on 21.12.2015.

[No. L-20012/66/2013-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D. Act, 1947

Reference: No. 53/2013

Parties: Employer in relation to the management of B.T.A M/S BCCL

AND

Their workmen

Present: Sri R. K. Saran, Presiding Officer.

Appearances:

For the Employers : Sri Ganesh Prasad,, Advocate

For the workman : Sri U.P.Sinha, Advocate

State : Jharkhand.

Industry:- Coal

Dated:- 5/11/2015

AWARD

By order No. L-20012/66/2013/ IR (CM-I), dated 06-12-2013, 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:

SCHEDULE

“Whether the action of the management of Bhuli Town Administration of BCCL in not regularising Sri Umesh Lal in post of Havildar is fair and justified? To what relief the concerned workman is entitled to?”

2. This case is received from the Ministry of Labour on 27-12-2013, After receipt of the reference, both parties are noticed. The sponsoring Union files their written statement on 04-03-2014, and the management files their written statement-cum-rejoinder on 11-07-2014. Thereafter rejoinder and document filed by the parties. One witness from each side has been examined and document of the management marked as M-1 to M-8 and workman's document marked as Ext. W-1 to W-10.

3. The case of the workman is that the concerned workman Sri Umesh Lal is a permanent workman in B.T.A of M/S BCCL. He is Matriculate and designated as Security Guard placed in T&S Grade-G w.e.f 17.05.1990. In the meantime vacancy of Head Security Guard/Havildar occurred due to transfer of the regular Security Guard/Havildar, the concerned workman Sri Umesh Lal was authorised to work as Head Security Guard/Havildar in the year 1999.

4. In August 2003, note Sheet was initiated by the personnel manager (Admn.) vide No. 654 dated 07.08.2003 and another reminder note sheet vide letter No. BCCL/BTA/(Admn) /2004/574 dated 3/5.08.2004 for regularisation of Sri Umesh Lal as Head Security Guard/Havildar and one another Note Sheet No. BCCL/BTA/07/3162 dated 30.01.2007/ 07.02.2007 initiated by Dy. Chief Security Officer of BTA requesting the authority to regularise the workman as Havildar.

5. Since the demand of the workman by his various applications and his demand has not been fulfilled and he had been posted and placed in T&S Grade-F instead of T&S Grade-E an Industrial Dispute was raised before the ALCO Dhanbad, One Tripartite Settlement under Section 12(3) of I.D.Act arrived, according to which it was agreed by the management that the workman has been working as Head Security Guard/Havildar from the year 1999. However it was agreed that a difference of wages of Grade-E will be paid to the workman w.e.f. 05.02.2007 but the dispute of regularisation as Head Security Guard/Havildar is remain pending and the dispute arose as reference.

6. The case of the management is that Sri Umesh Lal was appointed as General Mazdoor Cat-I and posted as Katras Area and transferred to BTA in the year 1997 as Security Guard in T&S Grade-G and he was upgraded from Grade G to Grade F under SLU on 20.06.2003 and since than he is continuing in Grade F as Security Guard.

7. It is admitted by management that Sri Umesh Lal was authorised to work as Havildar by CSO/BTA on 05.02.2007 but which was without approval of the competent Authority. The Dy. CSO/BTA is not empowered to authorized, and the authorization was not proper and without locating number of the BTA Office. It is also admitted that a tripartite settlement between the management of BTA of M/S BCCL and workman representative was held on 30.03.2011, in which it was agreed to pay difference of wages working as Havildar for the period he was authorised to work as Havildar w.e.f. 05.02.2007 and it was paid from 5.02.2007 to 30.03.2011.

8. It is also submitted by the management that concerned workman Shri Umesh Lal has already been paid the difference of wages for the authorised period from 05.02.2007 to 30.03. 2011. Thereafter the Illegal authorisation which was given by Dy. CSO was withdrawn vide office order No. BCCL/KB/Adm/2011/702 dated 27.08.2011 hence the question for regularisation of Sri Umesh Lal as Havildar does not arise at all.

9. It is also mentioned that no vacancy of T&S Grade is there and as per service excerpt of Sri Umesh Lal filed and signed by the workman, in which the qualification has mentioned as “Non-Matric” and in note sheet dated 20.08.2003 it has been mentioned as Matriculate which creates doubt.

10. The short point that is to be decided in the reference is whether Umesh Lal, who is a Security Guard working for a long period as Head Security Guard/havildar is to be regularised or not.

11. Admittedly Sri Umesh Lal is rendering the service of Havildar, who is a higher post than Security Guard. It was recommended from the Area Office that he be regularised as Havildar.

12. A settlement was arrived to protect his pay as of a havildar. As it was not materialised, he raised the dispute. The workman has admitted in his evidence, that at the time he was working as havildar was receiving the difference of wages of Havildar from 2007. But subsequently he says that on his representation, the authorisation was withheld. He further admits that till withdrawal of authorisation, he got his dues.

13. In cross examination of Tapas Kr. Gupta (MW-1) stating that, it is a fact that if a person of lower category will work in higher grade continuously for a period of 3 years he is to be regularized in that post. It is also submitted that if a lower category of workman works in higher category, he will be paid differential wages if ordered.

14. Considering the fact and circumstances of this case, I hold that, if the workman is working as havildar after 30.03.2011 regularly for 3 years or more, he either be regularised in his post or he be paid the difference of wages as he is entitled as per NCWA.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 21 दिसम्बर, 2015

का.आ. 23.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **बीसीसीएल** के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय, नं० 1, धनबाद** के पंचाट (संदर्भ संख्या 146/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-12-2015 को प्राप्त हुआ था ।

[सं. एल-20012/500/1999-आई आर (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 21st December, 2015

S.O. 23.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 146 of 2000) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of **M/s. BCCL** and their workmen, which was received by the Central Government on 21.12.2015.

[No. L-20012/500/1999-IR(C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

Ref. No. 146 of 2000

Employer in relation to the management of Pootki Colliery M/S BCCL

AND

Their workmen

Present:- Shri **Ranjan Kumar Saran**, Presiding Officer

Appearances :

For the Employers : - Shri D.K.Verma, Advocate

For the workman : - Shri S.N.Goswami, Rep.

State : Jharkhand

Industry :- Coal

Dated 18-11-2015

AWARD

By Order No. L-20012/500/99-IR (C-I), dated 01-03-2000, 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 disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of the Rashtriya Colliery Mazdoor Sangh to designate Sri Bharat Sharma as Loading supervisor is proper and justified? If so, to what relief is the workman entitled and with what consequential benefits and from what date?”

2. This Case is received from the Ministry of Labour & Employment on 13.03.2000. After receipt of reference, both parties are noticed. But after long delay the Sponsoring Union files their written statement on 19.03.2004. And the management files their written statement on 25.07.2006. One witness has been examined on behalf of the workman. And document of the workman is marked as W-1 to W-13.

3. The case of the workman is that the concerned workman working for few years efficiently and successfully, the management felt necessity of engaging as Loading supervisor for the purpose of bringing improvement of the standard and quality of loading appreciating his merit and efficiency which he showed during his continuous employment of

several years and started to take the work of Loading supervisor from him from 1988 and since then Shri Bharat Sharma has been continuously working as Loading Supervisor putting in attendance on all working days of each year in 1988 and thereafter.

4. It is also stated that after starting to work as Loading Supervisor, from 1988 the concerned workman was issued a copy of letter dated 25.7.88 which was sent to the manager of Pootki Colliery of M/S BCCL to Commercial Manager, S.E.Rly Adra. By this letter the concerned workman amongst others was cautioned against over loading of wagons at Pootki Colliery Depot to be sent to Bhojudih Coal Washery. The concerned workman is in the capacity of Loading Supervisor and directed by the management to collect details of weightment of wagons.

5. It is also stated that after being diverted from the post of Mining Sirdar from 1988 to work as Loading Supervisor, the concerned workman was stopped payment of underground allowance and charge allowance for quite a long time, putting him to heavy loss, but when he prayed, the management did not pay heed to his requests, for which Industrial disputes for regularisation is arose.

6. On the other hand the case of the management is that on the basis of his Mining sardarship Certificate, he was promoted as a Mining Sardar in Technical & Supervisory Grade-C and he was accordingly paid salary of Mining Sardar in Technical & Supervisory Grade-B on the basis of his designation and requests, he was upgraded in Technical & Supervisory Grade -B as per NCWA.

7. It is also stated that the concerned workman never worked or employed as Loading Supervisor and as such the demand of the Union to designate the workman as Loading Supervisor is false.

8. The short point is to be decided in this reference that whether the concerned workman is regularised as Loading Supervisor or not.

9. The workman who is a mining Sardar claiming that he be given the post of Loading Supervisor as he is working as such. There is no valid document, to prove that the workman has been appointed as Loading Supervisor for which he went to High Court did not get any desired relief.

10. In this reference Sri Bharat Sharma examined as WW-1. In which he also stated in his cross-examination that :

“It is fact that I refused to work as Mining sirdar, when I was asked to work a mining sirdar. A Mining sirdar got underground allowance. A Mining sirdar after passing mining sirdarship examination gets promotion to overman”.

“I filed case before Hon'ble High Court . The hon'ble High It Court did not pass any order regarding my regularisation. I did not go to work as Mining Sardar though it was ordered by the management. I do not know about cadre post. I do not know in which cadre I am working.”

11 This being his own admission, thus Tribunal unable to give the workman the designation of Loading Supervisor. Hence his claim is regretted.

12. Considering the facts and circumstances of this case, I hold that the demand of the Rashtriya Colliery Mazdoor Sangh to designate Sri Bharat Sharma as Loading supervisor is not proper. Hence he is not entitled to get any relief.

This is my award

R. K. SARAN, Presiding Officer

नई दिल्ली, 21 दिसम्बर, 2015

का.आ. 24.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **ईस्को लि.** के प्रबंधन 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 34/1995) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21/12/2015 को प्राप्त हुआ था ।

[सं. एल-20012/467/1994-आई. आर. (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 21st December, 2015

S.O. 24.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 34 of 1995) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of **M/s. IISCO Ltd.** and their workmen, which was received by the Central Government on 21.12.2015.

[No. L-20012/467/1994-IR(C-I)]

M. K. SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD**

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act, 1947

Reference: No. 34 of 1995

Employer in relation to the management of Chasnall Colliery of M/s IISCO Limited

AND

Their workmen

PRESENT: Sri R.K.Saran, Presiding Officer.**Appearances:**

For the Employers : None

For the workman . : None

State : Jharkhand.

Industry- Coal

Dated- 4-11-2015

AWARD

By order No. L-20012/467/1994/IR (C-1)) dated 05/04/1995, the Central Government in the Ministry of Labour has, in exercise 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:

SCHEDULE

“Whether the demand of the Union for regularization by the principal employer viz. management of Chasnalla Colliery of M/s IISCO Ltd of Shri Bhola Bouri and 13 others (as per list enclosed) employment through contractors is legal and justified in the light of S.C. Judgment in Dina Nath Case? If so, to what relief these workmen are entitled and from which date?”

NAME OF WORKMEN

- | | |
|---------------------|-----------------------|
| 1. Lagan Bouri | 2. Amrit Bouri |
| 3. Bholu Bouri | 4. Md. Enam |
| 5. Anand Mahato | 6. Naresh Rajak |
| 7. Munaph Kaan | 8. Shambhu Gope |
| 9. Md. Khalil | 10. Rajendar Ram |
| 11. Inderdev Manjhi | 12. Md. Ismayel |
| 13. Tarun Mahato | 14. Ram Prasad Mahato |

2. After receipt of the reference, both parties are noticed. But appearing for certain dates none appears subsequently. Case remain pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 21 दिसम्बर, 2015

का.आ. 25.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ईस्को लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं. 1, धनबाद** के पंचाट (संदर्भ संख्या 25/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21/12/2015 को प्राप्त हुआ था ।

[सं. एल-20012/468/1995—आईआर (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 21st December, 2015

S.O. 25.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (**Ref. No. 25 of 1997**) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of **M/s. IISCO Ltd.** and their workmen, which was received by the Central Government on 21.12.2015.

[No. L-20012/468/1995-IR(C-I)]

M. K. SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD**

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

Reference: No. 25/1997

Employer in relation to the management of Chasnalla Colliery

AND

Their workmen

Present: Sri R. K. Saran, Presiding Officer

Appearances:

For the Employers : None

For the workman . : Sri D.K. Verma Advocate

State : Jharkhand.

Industry- Coal

Dated- 5-12-2015

AWARD

By order No. L-20012 /468/1995-IR(C-1) dated 14/01/1997, 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:

SCHEDULE

“ Whether the action of the management of Chasnalla Colliery of M/S IISCO Ltd. In not granting promotion to Shri Abdul Mojib, Turner. Category-VI of Chasnalla Colliery while granting promotion to his junior co- worker is justified? If not, to what relief is the said workman entitled?

2. After receipt of the reference, both parties are noticed. But appearing for certain dates none appears subsequently on behalf of the workman. Case remains pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 21 दिसम्बर, 2015

का.आ. 26.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीसीएल 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 24/1995**) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21/12/2015 को प्राप्त हुआ था ।

[सं. एल-20012/252/1993-आई. आर. (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 21st December, 2015

S.O. 26.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (**Ref. No. 24 of 1995**) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of **M/s. CCL** and their workmen, which was received by the Central Government on 21.12.2015.

[No. L-20012/252/1993-IR(C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

Reference: No. 24/1995

Employer in relation to the management of CCL, Darbhanga house, Ranchi

AND

Their workmen

Present: Sri R.K.Saran, Presiding Officer.

Appearances:

For the Employers :- None

For the workman . :- None

State : Jharkhand.

Industry: Coal

Dated : 19-11-2015

AWARD

By order No. L-20012 /252/1993-IR(C-1) dated 12/01/1995, 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:

SCHEDULE

“Whether the workmen employed by the management of M/s Central Coalfields Ltd at Gandhi Nagar Hospital are entitled for payment of overtime wages at double the rate of normal wages for performing duties beyond normal duty hours, paid holidays, weekly off day, Sunday w.e.f 01/01/1987 when the workmen employed at Naisarai Hospital are paid overtime wages at the rate of double the normal wages? If not to what relief the workmen are entitled to and from what date ?”

2. After receipt of the reference , both parties are noticed. But appearing for certain dates none appears subsequently. Case remain pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 21 दिसम्बर, 2015

का.आ. 27.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **बीसीसीएल** के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं. 1, धनबाद** के पंचाट (संदर्भ संख्या 262/1994) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21/12/2015 को प्राप्त हुआ था ।

[सं. एल-20012/369/1993—आई. आर. (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 21st December, 2015

S.O. 27.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 262 of 1994) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of **M/s. BCCL** and their workmen, which was received by the Central Government on 21.12.2015.

[No. L-20012/369/1993-IR(C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D. Act, 1947

Reference: No. 262 of 1994

Employer in relation to the Management of Amlabad Project of M/s. BCCL

AND

Their workmen

Present: Sri R.K.Saran, Presiding Officer

Appearances:

For the Employers :- Sri U.N. Lal Advocate

For the workman :- Sri S.C. Gour Advocate

State : Jharkhand.

Industry: Coal

Dated: 9/11/2015

AWARD

By order No. L-20012/369/1993/IR (C-1)) dated 10/11/1994, the Central Government in the Ministry of Labour has, in exercise 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:

SCHEDULE

“Whether the action of management of Amlabad Project of M/S BCCL, Bhowra Area in not regularizing S/Shri Anirudh Bhar, Damodar Naiyak, Sunderlal Das and Gauripada Das as Winding Engine Driver in Category- IV w.e.f. 14/01/1991 is justified? If not, to what relief the concerned workmen are entitled?”

2. After receipt of the reference , both parties are noticed. But appearing for certain dates, Ld Counsel for the workman submits that workman is not interested to contest the case. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 21 दिसम्बर, 2015

का.आ. 28.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार *बीसीसीएल* के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय, नं. 1, धनबाद** के पंचाट (**संदर्भ संख्या 35/1997**) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21/12/2015 को प्राप्त हुआ था ।

[सं. एल-20012/454/1995-आई. आर. (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 21st December, 2015

S.O. 28.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 35 of 1997) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 21.12.2015.

[No. L-20012/454/1995-IR(C-1)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D. Act. 1947

Reference: No. 35 of 1997

Employer in relation to the management of Amlabad Colliery of M/s BCCL

AND

Their workmen

Present : Sri R. K. Saran, Presiding Officer

Appearances:

For the Employers :- Sri U.N. Lal Advocate

For the workman :- Sri S.C. Gour Advocate

State : Jharkhand.

Industry: Coal

Dated : 9/11/2015

AWARD

By order No. L-20012/454/1995/IR (C-1)) dated 14/01/1997, the Central Government in the Ministry of Labour has, in exercise 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:

SCHEDULE

“Whether the action of the management of Amlabad Colliery of M/s BCCL in non-payment of wages to Shri Anandi Saw Driver from 02/07/1993 to 21/07/1993 is justified? If not, to what relief is the said workman entitled?”

2. After receipt of the reference, both parties are noticed. Both parties appeared. But appearing for certain dates, Ld Counsel for the workman submits that workman is not interested to contest the case. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 21 दिसम्बर, 2015

का.आ. 29.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं० 1, धनबाद** के पंचाट (संदर्भ संख्या 240/1994) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21/12/2015 को प्राप्त हुआ था ।

[सं० एल-20012/337/1992-आई. आर. (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 21st December, 2015

S.O. 29.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 240 of 1994) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of **M/s. BCCL** and their workmen, which was received by the Central Government on 21.12.2015.

[No. L-20012/337/1992-IR(C-I)]

M. K. SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act, 1947

Reference: No. 240/1994

Employer in relation to the management of Akashkinari Colliery M/S BCCL

And

Their workmen

Present: Sri R. K. Saran, Presiding Officer

Appearances:

For the Employers : - None

For the workman : - None

State : Jharkhand.

Industry- Coal

Dated- 2-11-2015

AWARD

By order No. L-20012 /337/1992-IR(C-1) dated 19/10/1994, 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:

SCHEDULE

“Whether the demand of Rashtriya Colliery Mazdoor Sangh, Ranjendra Path Dhanbad against the management of the General manager, Govindpur Area No. III of M/S BCCL P.O. Sonardih Dist. Dhanbad for the regularization of the services of Shri Mathura Mistry and 11 others (as per list enclosed) is justified? If so, the what relief the workmen are entitled and from which date ?”

LIST OF WORKMEN WITH DESIGNATION

1. Mathura Mistry	Blacksmith.
2. Manki Mistry	Blacksmith.
3. Lachuman Mistry	Blacksmith.
4. Ramchandra Viswakarma	Hammer man.
5. Baiznath Mistry	Helper.
6. Ramprasad viswakarma	Helper.
7. Birbal Harizan	Helper.
8. Ramdin Mistry	Hammer man.
9. Ramji Viswakarma	Hammer man.
10. Rambali Prasad	Hammer man
11. Bijay Bishnu Upadhayay	Helper
12. Umesh Chand Pandey	Helper

2.. After receipt of the reference , both parties are noticed. But appearing for certain dates none appears subsequently. Case remain pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 22 दिसम्बर, 2015

का.आ. 30.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **ई.सी.आई.एल, हैदराबाद** के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकार के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद** के पंचाट (**संदर्भ L.C No. 52/2006**) को प्रकाशित करती है जो केन्द्रीय सरकार को **22/12/2015** को प्राप्त हुआ था।

[सं. एल-42025/03/2015-आईआर(डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 22nd December, 2015

S.O. 30.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**L.C No.52/2006**) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the **E.C.I.L., Hyderabad** and their workman, which was received by the Central Government on **22/12/2015**.

[F. No. L-42025/03/2015-IR(DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD**

Present : **Sri Kishori Ram,**
Presiding Officer Incharge
(Authorized for adjudication)

Dated the 22nd day of September, 2015

INDUSTRIAL DISPUTE L.C. No. 52/2006**Between :**

Sri M. Bhaskarachary,
S/o M. Sriharichary,
H. No. 40-69,
Kasturibanagar,
Moulali, Hyderabad – 500 040

.....Petitioner

AND

Director Personnel,
E.C.I.L. Post ECIL
Hyderabad – 500 062.

....Respondent

Appearances:

For the Petitioner : M/s. V.R. Balachary & P. Prabhakar Rao, Advocates

For the Respondent : M/s. P. Nageswar Sree, K. Raghuram Reddy & Ch. Venkata Raju, Advocates

AWARD

This is a petition filed under Sec. 2A(2) of the Industrial Disputes Act, 1947 filed on 9.3.2006 by Sri M. Bhaskarachary, the workman, who worked as (who will be referred to as workman) an Asst. Consultant against the management of E.C.I.L., for his reinstatement in the service of the management with continuity of service and all attendant benefits.

2. The case of the Petitioner is that he worked as an Asst. Consultant with the Executive Engineer since his appointment directly to attend the work entrusted to him. He was qualified in I.T.I.(Electronics) and was so appointed in the year 2001, for attending the work of Electronics accompanied by the Executive Engineer of the Respondent. He used to work not only within the twin cities but also he was sent to other states i.e., Bombay, Delhi, Chennai and U.P. to work on the basis of the identity card issued by the Respondent to him as the employee of the E.C.I.L., for repairing the electronic machines of Nuclear Power Control System installed by the Respondent in various states. Further he got his identity cards renewed for the period from 10.1.2001 to 31.3.2005. He worked continuously for more than 240 days under the Respondent. Police verification as per the letter of the Senior Manager/Section Incharge, C.A.D., to the Dy. General Manager was also done about the Petitioner as a regular work for the repairs under the company in various States and accordingly he was also allotted Serial No.1650 by management. He had no adverse remarks in performance of his duty. But the Respondent instead of regularising his service orally retrenched him unilaterally without any order as required under Sec.25-F of the Industrial Disputes Act, 1947, even without holding any regular enquiry. This retrenchment by the Respondent without any notice for payment of compensation under the provision of Sec. 25-F of the Industrial Disputes Act, 1947, is illegal, invalid and liable to be set aside. Moreover, the Petitioner is over 32 years and has no scope for any alternative employment at this stage. Hence, the Petitioner asked for his reinstatement in service with full back wages and attendant benefits.

3. Whereas counter case of the Respondent challenging the maintainability of the industrial dispute in Law and on facts is that the petition under Sec.2A(2) of the Industrial Disputes Act, 1947 being incorporated by the A.P. Amendment Act 32 of 1987 is ultravires, as the State Government owns no power to amend said section of the Act which was passed by the Central Government. Thus, it being violative of the Article 14 of the Constitution of India is liable to be struck down as null and void, because it is being beyond the jurisdiction of this Tribunal/Labour Court and it stands beyond the adjudication. The Director (Personnel) is the Officer in the Electronics Corporation of India Limited. So he can not have any grievance against the said officer in his individual capacity. Therefore, the Respondent is not a party to the instant proceeding. Moreover, the Petitioner was never employed by the Respondent, rather he appears to have been engaged by the contractor M/s. Vision Management Consultants, employer of the Petitioner, but the said contractor has not been made a party to it. Hence, the present proceedings suffers from misjoinder or the non-joinder of the necessary parties. M/s. Electronics Corporation of India Limited (for short E.C.I.L.) had entered into a contract with M/s. Vision Management Consultants (for short VMC), as per the purchase order No. B-6124 dated 20.6.2002 for providing consultants to ECIL subject to the various terms and conditions. M/s. VMC in pursuance of that provided persons to ECIL and in turn ECIL paid the amounts agreed as per the aforesaid terms and conditions. The instant Petitioner herein was one of such consultants who was deputed by the same contractor. The Petitioner accordingly worked for on behalf of the contractor. The aforesaid M/s. VMC (Contractor) as per its letter dated 4.4.2005 informed the ECIL that they have terminated the services of their consultants six in number w.e.f. 1.4.2005 (including the Petitioner) by name :- 1. D. Hemalatha, 2. Ch. Kutumba Rao, 3. Ch L Narsimham, 4. M Bhaskara Chary (Petitioner herein), 5. D. Ramachandraiah and 6. K. Bhagya Rekha. Under these circumstances the Petitioner is not a workman of the ECIL under Sec.2(s) of the Industrial Disputes Act, 1947, as he was neither employed nor engaged directly at any time, nor paid any remuneration to him by the ECIL. As such neither the Petitioner has any locus standi to invoke the jurisdiction of this Tribunal nor this Tribunal has any jurisdiction to entertain it for adjudication. As it is beyond the ambit of the said Act. There was no relationship of jural relationship between employer and employee between the instant Petitioner and the ECIL.

4. Further specifically but totally denying the allegations of the Petitioner as stated in his petition, it has been alleged on behalf of the Respondent that the Executive Engineer in the organization has no jurisdiction to appoint any employee in any category, so he never made any such appointment. The Petitioner was deputed by the aforesaid

contractor as a consultant in the ECIL which in turn had availed the consultancy services of the Petitioner in its exigencies. So far as issuance of the identity card is concerned, it was issued to the Petitioner only for his entry into the office premises as a consultant, but it does not confer on him any right for employment on any post in the ECIL, and the such Identity cards were issued by the ECIL to the Petitioner as long as he was deputed as a consultant by the same contractor. The allegation of the Petitioner about his continuous work in the employment for more than 240 days is totally incorrect. The Petitioner never attended to any skilled, unskilled, manual, clerical, technical, operational work. The police verification in respect of the consultants deputed to the ECIL by the said contractor was effective, so the Petitioner cannot claim for the status of workman in ECIL on that score, and for that very purpose of police verification, the serial number was allotted, identity card issued to the Petitioner, which can not give any status of a workman to the Petitioner. In such circumstances, the Respondent had neither terminated nor retrenched the Petitioner from any allotted service in violation of Sec.25 F of the Industrial Disputes Act, 1947. Rather the Petitioner and five others were terminated by their aforesaid contractor, M/s. VMC, so there is no retrenchment nor any violation of Sec.25-F of Industrial Disputes Act, 1947. Thus, the Petitioner is not entitled to any relief as claimed by him. Thus, the petition being devoid of merits is liable to be dismissed in limine.

5. In view of the pleaded facts of both the parties, the main question in issue arises for due consideration is, "Whether the Petitioner was retrenched or terminated from his service under the provisions of Sec.25-F of the Industrial Disputes Act, 1947?"

Finding with the reasons:

6. Mr. V. R. Balachary, the learned Advocate for Petitioner, Mr. M. Bhaskarachary, has submitted that Petitioner though had initially worked as a casual labourer under the Respondent, yet was interviewed and he was selected as Consultant of the company; thereafter he continuously worked for five years, on account of that, the Chief of the company had recommended for his regularization on the satisfaction of his work. Further it has been submitted on behalf of the Petitioner that admittedly the workman was issued his identity card and he was also sent to different States for his work as per the documents concerned (Ex. W7 & W8); in spite of all the aforesaid facts, the Petitioner was orally but illegally terminated without any compensation to him, as there was a solid relationship of employer and employee between both the parties. Relying up the authority: AIR 2000 SC 1080, VP Ahuja Vs. State of Punjab in reference to Arts. 40, 16 of the Constitution of India, the Learned Counsel for the Petitioner has emphatically submitted that the termination of the service of a probationer on the ground of his unsatisfactory work was held to be arbitrary and punitive without complying with the principles of natural justice (para 7); as such the Petitioner is alleged to have been entitled to reinstatement in his service with its continuity and full back wages and attendant benefits.

7. Though no Learned Counsel for the Respondent had appeared twice for arguments in this case; in view of the oldest case, the case was earlier taken up for final disposal in view of the material as adduced on behalf of both the parties. Later on, despite allowing the I.A. No. 01/2015 in the I.D. filed by the Petitioner/Respondent, Learned Counsel Mr. Venkata Raju for the Respondent did not appear on 21st September, 2015 for argument either oral or writer; hence, so it was reserved for an award. On perusal and consideration of the material available on the case records, I find that the instant issue relates to the claim of the Petitioner for his regularization in the service under the Respondent. But it needs the consideration of the prime issue;

"Whether any jural relationship of the workman (Petitioner) with the Director, Personnel of the ECIL, Hyderabad (Respondent) exists at the relevant time between both the parties?"

8. From the perusal of the case record, I find that the Petitioner had neither any proof of his appointment by the Respondent management as a consultant in the company nor any proof for direct appointment by his salary paid to him by the Respondent for any point of time during the relevant period. Admittedly the Petitioner was never sponsored by the Employment Exchange for his employment or even on the basis of any publication in the daily for any application for the post of consultant candidature. The Petitioner could not be able to establish the matter of his interview for the post. But admission of the Petitioner about his working as software consultant in the year 2001 for 2 to 3 years and his termination along with the five other persons by the M/s. VMC from their service in the year 2005 evidently indicate that all his documents filed by the Petitioner in his instant case as consultant. The status of the workman stands established as contractual workman in the Respondent company because the Respondent company had entered into a contract with M/s. VMC by placing a purchase order No. B-6124 dated 20.6.2002 (Ex.M2) for providing consultants (including the Petitioner) for employment of contractual work in the premises of the Respondent as well as at various sites across the country subject to the terms and conditions of the same purchase order. The conformity statement of MW2 Sri K. Mallikarjuna Rao, the CEO of the aforesaid M/s. VMC, Hyderabad establishes the Petitioner and other similar five persons who were engaged by their establishment for accomplishing the work of the Respondent as per the aforesaid purchase order were terminated from the service of the consultants w.e.f. 1.4.2005 as per their order dated 4.4.2005 (Ex. M3) which was addressed to the Dy. General Manager of the Respondent company. MW2 Sri K. Mallikarjuna Rao, the CEO of the contractor M/s. VMC management, Hyderabad appears to have fully established the Petitioner along with the other five persons namely, 1. D. Hemalatha, 2. Ch. Kutumba Rao, 3. Ch. L. Narasimham, 4. D. Ramachandraiah and 5. K. Bhagya Rekha was engaged as consultant for their placement in the companies

concerned including the Respondent as per the terms and conditions between them for 2 or 3 years; following the contract period over, he (MW2) got not other work for him. The affirmative statement of MW2 that the Petitioner was neither engaged nor paid any salary for his consultant work by the Respondent clearly indicates the Petitioner was not an employee of the Respondent. It also appears that on enquiry, all the candidates including the Petitioner by the contractor were interacted with the Respondent which was never any interview for him/them. The company used to address letters to the Police for the verification of the antecedents of the contractual workmen including the Petitioner prior to sending them to other States for assigning work as per the terms and conditions of the purchase order. Temporary workers of the aforesaid contractor were issued only their causal entry permits (Exs. W1, W2 & W3) by the security Department, and thereafter their punching cards i.e., access cards which clearly indicate the temporary workers of the contractor including the Petitioner. They are not connected with the management as an employee in any way. It is also undisputed that as per the terms of the purchase order (Ex. M2) of the Respondent company from the intermediary contractor M/s. VMC (Ex.M2) under the clause 11 specifies the instruction to be given by the contractor for the execution of the work. In such situation, the letters/applications for out door visit to Karnataka, the BARC, or for Police verification cannot be a solid ground for the claim of the Petitioner for his regularization in the service.

9. On perusal and consideration of the material as adduced and made available on the case record, I find that workman Petitioner Sri M. Bhaskarachary was engaged as a contract labourer, along with five others namely, D. Hemalatha, Ch. Kutumba Rao, Ch.L.Narasimham, D. Ramachandraiah and K. Bhagya Rekha by the contractor M/s. Vision Management Consultants by Virtue of the contract with the OP/management of M/s Electronics Corporation of Indian Ltd., (E.C.I.L.) as per the purchase order No.B-6124 dt. 20.6.2006 for providing consultants to E.C.I.L., subject to the various terms and conditions. The Petitioner accordingly worked as one of such consultants on behalf of the contractor. Thereafter, the aforesaid contractor M/s. VMC as per its letter dt. 4.4.2005 informed the OP/ECIL of the termination of the services of their aforesaid consultants including the Petitioner w.e.f. 01.4.2005. At the point, it is settled law as held by the Hon'ble Apex Court in the case of Steel Authority of India Ltd., Vs. N.V. Water Front Workers reported in 2001 LAB.I.C. 3656(CB)(I) as such:

“It cannot be said that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, the relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms ‘contract labour’ establishment and ‘workman’ does not show that a legal relationship between a person employed in an industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word ‘workman’ is defined in wide terms. It is a generic term of which contract labour is a species. It is true that a combined reading of the terms ‘establishment’ and ‘workman’ shows that a workman engaged in an establishment would have direct relationship with the principal employer as a servant of mater. But what is true of a workman could not be correct of contract labour. When the provisions of the Act neither contemplate creation of direct relationship of master and servant between the principal employer and the contract labour nor can such relationship be implied from the provisions of the Action issuing notification under S. 10(1) of the CLRA Act A fortiori much less can such a relationship be found to exist from the Rules and the Forms made thereunder.”(Paras 101, 114,117)

10. In view of the aforeseen finding it stands clear that since there was no jural relationship of employer and employee between the OP/Principal Employer and the contract labourer, so no question of retrenchment or termination of the Petitioner from his service under the provisions of Sec. 25F of the Industrial Disputes Act, 1947 arises. Hence, the Petitioner is not entitled to any relief whatsoever.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 22nd day of September, 2015.

KISHORI RAM, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
WW1: Sri M. Bhaskara Chary

Witnesses examined for the
Respondent
MW1: Sri K. Srinivasa Rao
MW2: Sri K. Mallikarjuna Rao

Documents marked for the Petitioner

Ex.W1:	Photostat copy of identity card
Ex.W2:	Photostat copy of another identity card
Ex.W3:	Photostat copy of another identity card
Ex.W4:	Photostat copy of another identity card
Ex.W5:	Photostat copy of punching card
Ex.W6:	Photostat copy of extra work permission issued by NPP 5 & Detectors
Ex.W7:	Photostat copy of lr. issued by Respondent to the Petitioner to enter into Rajasthan NPP site dt. 21.7.2001
Ex.W8:	Photostat copy of tour bill
Ex.W9:	Photostat copy of tour bill
Ex.W10:	Photostat copy of permission slip dt. 7.9.2001
Ex.W11:	Photostat copy of lr. by Respondent dt. 27.10.2001 to work on Sunday.
Ex.W12:	Photostat copy of Guest staying bill
Ex.W13:	Photostat copy of tour settlement bill
Ex.W14:	Photostat copy of Departmental advance lr. by Respondent
Ex.W15:	Photostat copy of lr. extending entry permit validity
Ex.W16:	Photostat copy of lr. to work extra hours
Ex.W17:	Photostat copy of lr. showing statement of attendance of consultants working on consultancy for the m/o April, 2002
Ex.W18:	Photostat copy of permission lr. dt. 21.8.2002
Ex.W19:	Photostat copy of temporary entry permit lr. dt. 21.10.02
Ex.W20:	Photostat copy of temporary entry permit lr. dt. 28.7.02
Ex.W21:	Photostat copy of lr. dt. 28.12.08 to work on sunday
Ex.W22:	Photostat copy of lr. to do extra work
Ex.W23:	Photostat copy of lr. to do extra work
Ex.W24:	Photostat copy of lr. to proceed to Delhi and advance of Rs.2500/-
Ex.W25:	Photostat copy of settlement of account
Ex.W26:	Photostat copy of attendance statement
Ex.W27:	Photostat copy of lr. dt. 4.9.03 to Sri PA Pillai to allow the Petitioner to work at their place
Ex.W28:	Photostat copy of lr. on official duty
Ex.W29:	Photostat copy of lr. asking the Petitioner to proceed to Karnataka
Ex.W30:	Photostat copy of tour settlement bill
Ex.W31:	Photostat copy of stay bill at Karnataka
Ex.W32:	Photostat copy of overstay permission letter
Ex.W33:	Photostat copy of Tour advance bill
Ex.W34:	Photostat copy of lr. dt. 26.9.2008
Ex.W35:	Photostat copy of attendance statement
Ex.W36:	Photostat copy of permission to FAG accounts
Ex.W37:	Photostat copy of tour advance letter
Ex.W38:	Photostat copy of attendance statement
Ex.W39:	Photostat copy of extra hours permission letter

Ex.W40:	Photostat copy of on duty permission slip
Ex.W41:	Photostat copy of BARC entry pass
Ex.W42:	Photostat copy of tour settlement bill
Ex.W43:	Photostat copy of BARC guest house bill
Ex.W44:	Photostat copy of Ir. to go to BARC on official duty
EX.W45:	Photostat copy of attendance statement
Ex.W46:	Photostat copy of Ir. to Police Station for verification of Petitioner's conduct for entry to BARC
Ex.W47:	Photostat copy of Ir. about visit to BARC
Ex.W48:	Photostat copy of claim of TA & DA
Ex.W49:	Photostat copy of claim of TA & DA
Ex.W50:	Photostat copy of BARC entry pass
Ex.W51:	Photostat copy of BARC entry pass
Ex.W52:	Photostat copy of tour settelement bill
Ex.W53:	Photostat copy of late hours stay permit letter
Ex.W54:	Photostat copy of Ir. for accommodation to Sri S. Basu, Project Director, Kalpakkam
Ex.W55:	Photostat copy of tour advance application
Ex.W56:	Photostat copy of Ir. for grant of TA & DA
Ex.W57:	Photostat copy of permission Ir to proceed to Kalpakkam
EX.W58:	Photostat copy of work completion letter
EX.W59:	Photostat copy of tour extension letter
EX.W60:	Photostat copy of tour settlement bill
Ex.W61:	Photostat copy of guest house bill
EX.W62:	Photostat copy of official permission Ir. to go to ETDC
Ex.W63:	Photostat copy of settlement of Departmental advance
Ex.W64:	Photostat copy of request for Departmental advance
Ex.W65:	Photostat copy of tour advance application
Ex.W66:	Photostat copy of tour settlement bill
Ex.W67:	Photostat copy of guest house staying bill
Ex.W68:	Photostat copy of late hours permission letter
Ex.W69:	Photostat copy of Ir. to work on 26.1.2005
Ex.W70:	Photostat copy of late hours permission and statement
Ex.W71	
To	
Ex.W83:	Photostat copies of late hours permission letters
Ex.W84:	Photostat copy of attendance statement
EX.W85:	Photostat copy of Ir. for late hours stay permission
Ex.W86:	Photostat copy of paper notification
Ex.W87:	Photostat copy of paper notification
Ex.W88:	Photostat copy of schedule of training programme of the securities
Ex.W89:	Photostat copy of attendance
Ex.W90:	Photostat copy of permission letter

- Ex.W91: Photostat copy of list of candidates sent for safety training
 Ex.W92: Photostat copy of list of candidates sent for safety training
 Ex.W93: Photostat copy of list of candidates to work on Sundays

Documents marked for the Respondent

- Ex.M1: Authorization letter dt. 4.9.2013
 Ex.M2: Photostat copy of purchase order dt. 20.6.2002
 Ex.M3: Photostat copy of termination order of services dt. 4.4.2005

नई दिल्ली, 23 दिसम्बर, 2015

का.आ. 31.—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 कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, **जबलपुर** के पंचाट (**संदर्भ सं. 20/2000**) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.12.2015 को प्राप्त हुआ था।

[सं. एल-12012/225/ 99-आई आर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 23rd December, 2015

S.O. 31.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 20/2000**) of the Central Government Industrial Tribunal-cum-Labour Court, **Jabalpur** as shown in the Annexure, in the industrial dispute between the management of **Bank of India** and their workman, received by the Central Government on 23/12/2015.

[No. L-12012/225/99- IR(B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR
NO. CGIT/LC/R/20/2000

General Secretary,
 Dainik Vetan Bhogi Bank Karmchari Sangathan,
 Hardev Niwas, 9, Sanver Road,
 Ujjain.

.....Workman/Union

Versus

Regional Manager,
 Bank of India,
 Zonal Office, 22,
 Yashwant Niwas Road,
 Indore

.....Management

AWARD

Passed on this 19th day of November, 2015

1. As per letter dated 28/12/99 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section 10 of I.D. Act, 1947 as per Notification No. L-12012/225/99/IR(B-II). The dispute under reference relates to:

“Whether the action of the management of Bank of India in denying regularization and terminating the services of Shri Yogesh Mishra, Ex-sepoy w.e.f. 30-8-97 is legal and justified? If not, to what relief is the disputant concerned entitled to?”

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Page 3/1 to 3/4. Case of Ist party workman is that he was engaged as permanent peon on daily wages by 2nd party at Rau Branch Indore from 1-7-92. He worked with devotion. He was working under Branch Manager Shri P. D. Dodi and R.K.Menon, he was not paid bonus for the period. Muster roll/ diary was maintained about their attendance. Workman was signing diary in token of his attendance. Bank Manager was paying his wages in cash. He was paid bonus for the period 1992-93 to 1994-95. During 1992-93, he worked for 253 days, in 1994-95- for 258 days. He worked more than 240 days during each of the year. In main branch, he worked under different Branch Managers. He filed Writ Petition

before High Court, Indore bench for regularization of his service. During pendency of Writ Petition, his services were terminated on 30-8-97. That he is covered as employee under Section 25 B of ID Act as he worked more than 240 days during each of the year. His services were terminated without notice. Retrenchment compensation was not paid to him. termination of his service is in violation of Section 25-F of ID Act and para 507, 524 of Sastry Award. The violation of Section 25-G, N of ID Act is committed by management as policy of last come first go was not followed. After termination of his service, he is unemployed. Overlooking he worked more than 240 days, his services were terminated. He was not provided re-employment, thereby management violated Section 25 H of ID Act. He was not paid bonus for 1995-96, 96-97 under Section 8 of payment of Bonus Act. On such contentions, workman prays for his reinstatement with backwages.

3. 2nd party management filed Written Statement at Page 8/1 to 8/5 opposing claim of workman. 2nd party raised preliminary objection that employer employee relationship doesnot exist between parties. There was no question of terminating services of workman. Union was not in existence in organization of 2nd party. Union has no locus-standi to raise the dispute.

4. That workman has raised dispute contending that his services are terminated in violation of provisions of ID Act. Reference is misconceived. Workman was not employee of the Bank. Therefore dispute deserves to be rejected. Casual labour engaged on basis of day to day requirement by Branch Manager. Such engagement comes to end after end of the day. The dis-engagement of such worker is covered under Section 2(oo)(bb) of ID Act. 2nd party contends that workman was entitled for payment of bonus for the year 1992 to 1996, he was paid bonus for those respective years. Workman had not completed 240 days continuous service during any of the year. There was no question of illegal retrenchment of workman. When person is engaged on daily wages, the contract of engagement starts in morning and ends at end of the day. That 1st party is covered as employee under Section 25 B of ID Act. The selection process as per the directions of Central Government was not followed. Workman was not sponsored through Employment Exchange. Employment in 2nd party Bank being public employment is covered under State and Article 16 of the constitution. That Employment Exchange is only agency. Any person seeking employment could register himself guaranteeing equality of opportunity of employment. That person engaged on temporary basis on stop gap arrangement without proper procedure has no right for permanent appointment. That workman was engaged on day to day basis as per requirement without following prescribed procedure by Branch Manager on consolidated wages. 2nd party reiterated that workman had not completed 240 days service during 12 months preceding his termination. His claim for regularization is not justified. there was no question of terminating services of workman as there was no employer employee relationship between parties. Violation of Section 25-F,G,N,H of ID Act is denied. Workman is not entitled to protection under ID Act. On such contentions, 2nd party prays for rejection of claim.

5. Ist party workman filed rejoinder at Page 9/1 to 9/5 reiterating his contentions in statement of claim.

6. Though application under Section 36(3)(4) of ID Act is filed, it appears that the application was not pressed at the time of recording evidence of both parties.

7. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the action of the management of Bank of India in denying regularization and terminating the services of Shri Yogesh Mishra, Ex-sepoy w.e.f. 30-8-97 is legal and justified?	In Affirmative
(ii) If not, what relief the workman is entitled to?"	Workman is not entitled to any relief.

REASONS

8. Workman is challenging termination of his service for violation of Section 25-F, G, N of ID Act. he also contends violation of Section 25-H of ID Act. Management of 2nd party has opposed the claim filing Written Statement. Workman filed affidavit of his evidence. In his affidavit, workman says he was engaged as Badli Sepoy from 1-7-92 by Branch Manager shri J.B.Kulkarni in Rau branch. He worked satisfactorily in said branch till 30-8-97. Then he was transferred to Satha bazaar branch, Indore. He resumed duty in said branch on 15-3-89. He continuously worked till 1992 to 1997. He completed more than 240 days continuous service. He was paid bonus for the year 1989 to 1995. Bonus for the year 96-97 was not paid. His services were terminated without notice, retrenchment compensation was not paid to him. In his cross-examination, workman says he passed 8th standard. He was engaged by Branch Manager Shri Kulkarni. He did not see advertisement in newspaper. He received information about vacancy from persons acquainted working in Bank. His name was not sponsored through Employment Exchange. No written test or interview was taken. He has submitted application in writing. Appointment letter was not given to him. He was paid wages by Branch Manager obtaining signature on voucher. He was unable to tell his working days during the period 1992 to 1997. He was paid bonus from 1992 to 1996. He denies that he did not work for 240 days during any of the year.

9. Management's witness Subhash Kulkarni Branch Manager filed affidavit of his evidence supporting contentions in Written Statement of 2nd party. His affidavit is devoted about the vacancies in subordinate staff are required to be notified to Employment Exchange. The vacancies are also filed from other sources if Employment Exchange gives non-availability certificate. That Union is not functioning in the Bank. Any regular staff is not member of Union. His affidavit is also devoted after verification of character and antecedents of the candidates in subordinate cadre as per circular dated 1-10-91. That workman not completed 240 days continuous service during 1987 to 30-8-97. In his cross-examination, management's witness says Circular Exhibit M-1 doesnot apply to temporary employees. He had discussed about matter with Branch Manager Shri Oswal. Shri Oswal may have been working in Satta Bazar branch during 1993-94. He was not sure. When other employees were on leave, daily wage employees were engaged. There muster roll were not maintained. Branch Manager was paying wages. The amount was reimbursed to him. He was unable to tell documents in that regard are produced in the case. He claims ignorance about documents of payment of bonus. Workman was not served notice. Retrenchment compensation was not paid to him as he was engaged as daily wager.

10. Management's witness Shri Vishwanath Pandey filed affidavit of his evidence. Management's witness says Branch Manager has no authority to appoint any person in subordinate cadre. There was no sanction of permission of competent authority to provide employment. Branch Manager had to make necessary arrangement for miscellaneous job of work. Workman had not completed 240 days service. In his cross-examination, management's witness says he was posted in main branch Indore during 1996-97. Attendance Register was not maintained, appointment letter was not given to him. permission of Controlling Authority was not taken before engagement of workman. Workman was paid wages by Branch Manager. Amount was reimbursed to him. Witness claims ignorance whether workman was issued notice, retrenchment compensation was paid. He also claims ignorance about payment of bonus to workman.

11. Ist party workman has not examined any other witness in support of his claim completing 240 days continuous service during each of the year.

12. Turning to documentary evidence, Exhibit W-5 to W-8 pertains to prohibition of engagement of casual labour in the Bank. Management produced Copy of chart about payment of bonus for the year 1994-95 is produced in which working days of workman are shown 259 in 1994-95 and 245 working days in 1995-96.

13. 2nd party submitted notes of argument emphasizing that workman had not completed 240 days continuous service. Workman was unable to tell about his working days in any of the year.

14. Learned counsel for 2nd party Shri A.K.Shashi relies on ratio held in case between Surendranagar District Panchayat versus Dahyabhai Amarsingh reported in 2005(8)SCC-750. Their Lordship dealing with Section 25-F, 25 B of ID Act held facts must be proved by workman to claim protection under Section 25-F are that (i) there exists relationship of employer and employee, (ii) he is a workman under Section 2(s), (iii) establishment in which he is employed is an Industry within meaning of the Act and (iv) he has put in not less than one year of continuous service as defined in Section 25 B under the employer. That onus to prove 240 days continuous service lies on workman.

The evidence discussed above has failed to establish that he completed 240 days continuous service.

In Case between Karnataka State road Transport Corporation and another versus S. G. Kotturappa and another reported in 2005-II-LLJ- 462 by Rajasthan High court, 2009-17-SC-473, 2001-LLR-971 judgment by MP High Court, 2007-1-SCC-408, AIR 2005-SCC-1790, AIR-2007-SC-1166, 2007-3-LLJ-163, 2006-II-SCC-716. Ratio in all those cases needs no detailed discussion as from evidence of Ist party workman. workman completed more than 240 days in 1995-96 and not 12 months preceding termination of his service on 30-8-97. Shri A.K.shashi on the point relies on ratio held by Hon'ble Delhi High Court in Writ petition No. 4093/96 in case between Prem Singh versus Presiding Officer, Labour Court No. V & another. In Para 5 of the judgment, his Lordship considering evidence of management's witness No. 2, the petitioner worked only for 131 ½ days in 1981, 249 days in 1982, 194 days in 1983, 270 days in 1984. Following ratio held in case of Mohanlal that on principle and on precedent it must be held that Section 25 B(2) comprehends a situation where a workman is not in employment for a period of 12 calendar months but has rendered service for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date i.e. the date of retrenchment. If he has he would be deemed to be in continuous service for a period of one year for the purpose of Section 25 B and Chapter VA.

15. Point No.2- In view of my finding in Point No.1 workman has not established his claim for regularization in service, termination of service are not in violation of Section 25-F of ID Act. Therefore workman is not entitled to any relief. Accordingly I record my finding in Point No. 2.

16. In the result, award is passed as under:-

(1) The action of the management of Bank of India in denying regularization and terminating the services of Shri Yogesh Mishra, Ex-sepoy w.e.f. 30-8-97 is legal and proper.

(2) Workman is not entitled to any relief.

R. B. PATLE, Presiding Officer

नई दिल्ली, 23 दिसम्बर, 2015

का.आ. 32.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **देना बैंक** के प्रबंधन के संबद्ध नियोजको और उनके कर्मकार के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (**संदर्भ संख्या 42/07**) का प्रकाशित करती है जो केन्द्रीय सरकार को 23.12.2015 को प्राप्त हुआ था।

[सं. एल-12012/82/2006-आई आर (बी.-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 23rd December, 2015

S.O. 32.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 42/07) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, Jabalpur as shown in the Annexure, in the industrial dispute between the management of Dena Bank and their workman, received by the Central Government on 23/12/2015.

[No. L-12012/82/2006- IR(B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR****NO. CGIT/LC/R/42/07**

Shri Manoj Kumar Patel,
S/o Shri Umesh Singh Patel,
Village Somni,
Tahsil and distt. Rajnandgaon CG)

.....Workman

Versus

Regional Manager,
Dena Bank, Regional Office,
Rukmini Bhawan,
Near Jai Ram Complex,
Raipur (CG)

.....Management

AWARDPassed on this 23rd day of November 2015

1. As per letter dated 28-5-07 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-12012/82/2006-IR(B-II). The dispute under reference relates to:

“Whether the action of the management of Dena Bank, Raipur, Regional Office, Raipur in terminating the services of the workman/Ex.Messenger Shri Manoj Kumar Patel, S/o Shri Umesh Singh Patel w.e.f. 6-5-04 is legal or justified? If not, to what relief the workman is entitled?”

2. After receiving reference, notices were issued to the parties. Ist party workman failed to file statement of claim. Workman was proceeded exparte on 13-5-15. 2nd party management filed Written Statement. case of 2nd party is employer employee relationship between parties is denied. There is no industrial dispute between parties. That Ist party is not covered as workman under section 2(s) of ID Act. That appintment in 2nd party is preceded by written test, interview in the selection process. Any person who is employed is included in the muster roll of industry. Workman not produced any documents in support of his claim regarding employment in the Bank. The reference order is illegal. The Branch Manager engaging any person when there is temporary increase in work of casual nature. The persons so engaged are paid fair amount. Branch Manager is not Appointing authority. Regional Manager with prior approval of Ministry is competent to appoint sub staff. The workman M.K.Patel was engaged by Branch Manager on somni branch for certain miscellaneous jobs of casual nature. He was paid proportionately. Bank has to follow reservation policy and required through Employment Exchange. Educational qualifications for the post of subordinate cadre. Daily wagger doesnot hold any post. He works subject to availability. Workman accepted engagement on daily wage basis. He cannot have any grievance about his disengagement. Workamn had not completed 240 days during any of the calendar year.

3. The points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the action of the management of Dena Bank, Raipur, Regional Office, Raipur in terminating the services of the workman/Ex.Messenger Shri Manoj Kumar Patel, S/o Shri Umesh Singh Patel w.e.f. 6-5-04 is legal or justified?	In Affirmative
(ii) If not, what relief the workman is entitled to?"	Workamn is not entitled to any relief.

REASONS

4. As stated above, workamn has failed to participate in reference proceeding. No statement of claim is filed by him. In exparte Written Statement filed by 2nd party, employer employee relationship is denied. It is contented that 1st party is not covered under section 2(s) of ID Act. Workamn not completed 240 days continuous service. He was engaged by Branch Manager for casual nature of work.

5. Management filed affidavit of Shri Shriram covering contentions in Written Statement. As workman failed to participate in reference and cross-examine management's witness, I donot find reason to discard evidence of management's witness. Workman has failed to substantiate his contentions about illegal termination of his services therefore I record my finding in Point No.1 in Affirmative.

6. In the result, award is passed as under:-

(1) The action of the management of Dena Bank, Raipur, Regional Office, Raipur in terminating the services of the workman/Ex.Messenger Shri Manoj Kumar Patel, S/o Shri Umesh Singh Patel w.e.f. 6-5-04 is legal and proper.

(2) Workman is not entitled to any relief.

R. B. PATLE, Presiding Officer

नई दिल्ली, 23 दिसम्बर, 2015

का.आ. 33.—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 कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (**संदर्भ संख्या 19/2000**) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.12.2015 को प्राप्त हुआ था।

[सं. एल-12012/224/99-आई आर (बी.-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 23rd December, 2015

S.O. 33.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 19/2000**) of the Central Government Industrial Tribunal-cum-Labour Court, **Jabalpur** as shown in the Annexure, in the industrial dispute between the management of **Bank of India** and their workman, received by the Central Government on 23/12/2015.

[No. L-12012/224/99- IR(B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

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

NO. CGIT/LC/R/19/2000

General Secretary,
Dainik Vetan Bhogi Bank Karmchari Sangathan,
Hardev Niwas, 9, Sanver Road,
Ujjain.

....Workman/Union

Versus

Regional Manager,
Bank of India,
Zonal Office, 22,
Yashwant Niwas Road,
Indore

.....Management

AWARD

Passed on this 19th day of November, 2015

1. As per letter dated 28/12/99 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-12012/224/99/IR(B-II). The dispute under reference relates to:

“Whether the action of the management of Bank of India in denying regularization and terminating the services of Shri Deepak, Ex-sepoy w.e.f. 30-8-97 is legal and justified? If not, to what relief is the disputant concerned entitled to?”

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Page 3/1 to 3/4. Case of Ist party workman is that he was engaged as permanent peon on daily wages by 2nd party at Rau branch Indore from 1-7-87. He worked with devotion. From 14-3-89, he was transferred to main branch, Indore. He was working under Branch Manager Shri P.D.Dodi and R.K.Menon, he was not paid bonus for the period 1-10-87 to 14-3-89. He joined at main branch, Indore on 15-3-89. Muster roll/ diary was maintained about their attendance. Workman was signing diary in token of his attendance. Bank Manager was paying his wages in cash. He was paid bonus for the period 1992-93 to 1994-95. During 1992-93, he worked for 253 days, in 1994-95- for 258 days. He worked more than 240 days during each of the year. In main branch, he worked under different Branch Managers. He filed Writ Petition before High Court, Indore Bench for regularization of his service. During pendency of Writ Petition, his services were terminated on 30-8-97. That he is covered as employee under Section 25 B of ID Act as he worked more than 240 days during each of the year. His services were terminated without notice. Retrenchment compensation was not paid to him. Termination of his service is in violation of section 25-F of ID Act and para 507, 524 of Sastry Award. The violation of section 25-G, N of ID Act is committed by management as policy of last come first go was not followed. After termination of his service, he is unemployed. Overlooking he worked more than 240 days, his services were terminated. He was not provided re-employment, thereby management violated Section 25 H of ID Act. He was not paid bonus for 1995-96, 96-97 under Section 8 of payment of Bonus Act. On such contentions, workman prays for his reinstatement with backwages.

3. 2nd party management filed Written Statement at Page 8/1 to 8/5 opposing claim of workman. 2nd party raised preliminary objection that employer employee relationship doesnot exist between parties. There was no question of terminating services of workman. Union was not in existence in organization of 2nd party. Union has no locus-standi to raise the dispute.

4. That workman has raised dispute contending that his services are terminated in violation of provisions of ID Act. reference is misconceived. Workman was not employee of the Bank. Therefore dispute deserves to be rejected. Casual labour engaged on basis of day to day requirement by Branch Manager. Such engagement comes to end after end of the day. The dis-engagement of such worker is covered under Section 2(oo)(bb) of ID Act. 2nd party contends that workman was entitled for payment of bonus for the year 1992 to 1996, he was paid bonus for those respective years. Workman had not completed 240 days continuous service during any of the year. There was no question of illegal retrenchment of workman. When person is engaged on daily wages, the contract of engagement starts in morning and ends at end of the day. That Ist party is covered as employee under Section 25 B of ID Act. The selection process as per the directions of Central Government was not followed. Workman was not sponsored through Employment Exchange. Employment in 2nd party Bank being public employment is covered under State and Article 16 of the constitution. That Employment Exchange is only agency. Any person seeking employment could register himself guaranteeing equality of opportunity of employment. That person engaged on temporary basis on stop gap arrangement without proper procedure has no right for permanent appointment. That workman was engaged on day to day basis as per requirement without following prescribed procedure by Branch Manager on consolidated wages. 2nd party reiterated that workman had not completed 240 days service during 12 months preceding his termination. His claim for regularization is not justified. there was no question of terminating services of workman as there was no employer employee relationship between parties. Violation of Section 25-F, G, N, H of ID Act is denied. Workman is not entitled to protection under ID Act. On such contentions, 2nd party prays for rejection of claim.

5. Ist party workman filed rejoinder at Page 10/1 to 10/5 reiterating his contentions in statement of claim.

6. Though application under Section 36(3)(4) of ID Act is filed, it appears that the application was not pressed at the time of recording evidence of both parties.

7. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the action of the management of Bank of India in denying regularization and terminating the services of Shri Deepak, Ex-sepoy w.e.f. 30-8-97 is legal and justified?	In Affirmative
(ii) If not, what relief the workman is entitled to?”	Workman is not entitled to any relief.

REASONS

8. Workman is challenging termination of his service for violation of Section 25-F,G,N of ID Act. he also contends violation of Section 25-H of ID Act. management of 2nd party has opposed the claim filing Written Statement. Workman filed affidavit of his evidence. In his affidavit, workman says he was engaged as Badli Sepoy from 1-7-87 by Branch Manager Shri Subhash Kulkarni in Rau branch. He worked satisfactorily in said branch till 30-8-97. Then he was transferred to Satha bazaar branch, Indore. He resumed duty in said branch on 15-3-89. He continuously worked till 1980 to 1997. He completed more than 240 days continuous service. He was paid bonus for the year 1989 to 1995. Bonus for the year 96-97 was not paid. His services were terminated without notice, retrenchment compensation was not paid to him. In his cross-examination, workman says he was engaged by Branch Manager Shri Kulkarni, he was not knowing about the vacancies prior to his engagement. Post was not advertised in newspaper. His name was not sponsored through Employment Exchange. He was interviewed. He was not acquainted with him. other candidates had also submitted application. Appointment letter was not given to him. he has produced documents about payment of bonus. He produced documents about his attendance. Branch Manager Nayak retired in 1997. He had given copy of Attendance after his retirement. He was working as sweeper. He did not do other work in the Bank. His wages were paid by Branch Manager. His signature was obtained in the diary.

9. Management's witness Subhash Kulkarni Branch Manager filed affidavit of his evidence supporting contentions in Written Statement of 2nd party. His affidavit is devoted about the vacancies in subordinate staff are required to be notified to Employment Exchange. The vacancies are also filed from other sources if Employment Exchange gives non-availability certificate. That Union is not functioning in the Bank. Any regular staff is not member of Union. His affidavit is also devoted after verification of character and antecedents of the candidates in subordinate cadre as per circular dated 1-10-91. That workman not completed 240 days continuous service during 1987 to 30-8-97. In his cross-examination, management's witness says Circular Exhibit M-1 was not followed before engaging workman. He was not interviewed. Workman was temporarily engaged, appointment letter was not given to him. Witness was working at Satta Bazar branch during 1992 to 1995. He was also working in the branch prior to it. He discussed matter with earlier Branch Manager Shri Oswal. He claims ignorance about documents about payment of bonus. Notice was not issued to workman, retrenchment compensation was not paid to him as he was temporarily engaged.

10. Management's witness Shri Vishwanath Pandey filed affidavit of his evidence. Management's witness says Branch Manager has no authority to appoint any person in subordinate cadre. There was no sanction of permission of competent authority to provide employment. Branch Manager had to make necessary arrangement for miscellaneous job of work. Workman had not completed 240 days service. In his cross-examination, management's witness says he was posted in main branch Indore during 1996-97. Attendance Register was not maintained, appointment letter was not given to him. permission of Controlling Authority was not taken before engagement of workman. Workman was paid wages by Branch Manager. Amount was reimbursed to him. Witness claims ignorance whether workman was issued notice, retrenchment compensation was paid. He also claims ignorance about payment of bonus to workman.

11. Ist party workman has not examined any other witness in support of his claim completing 240 days continuous service during each of the year.

12. Turning to documentary evidence, Exhibit W-9 pertains to prohibition of engagement of casual labour. In Exhibit W-10 & 11, chart of payment of bonus for 1994-95 working days of workman are shown 233 days in 1994-95, 235 days in 1995-96.

13. 2nd party submitted notes of argument emphasizing that workman had not completed 240 days continuous service. Workman was unable to tell about his working days in any of the year.

14. Learned counsel for 2nd party Shri A.K.Shashi relies on ratio held in case between Surendranagar District Panchayat versus Dahyabhai Amarsingh reported in 2005(8)SCC-750. Their Lordship dealing with Section 25-F, 25 B of ID Act held facts must be proved by workman to claim protection under Section 25-F are that (i) there exists relationship of employer and employee, (ii) he is a workman under Section 2(s), (iii) establishment in which he is employed is an Industry within meaning of the Act and (iv) he has put in not less than one year of continuous service as defined in Section 25 B under the employer. That onus to prove 240 days continuous service lies on workman.

The evidence discussed above has failed to establish that he completed 240 days continuous service.

In Case between Karnataka State road Transport Corporation and another versus S.G.Kotturappa and another reported in 2005-II-LLJ- 462 by Rajasthan High court, 2009-17-SC-473, 2001-LLR-971 judgment by MP High Court, 2007-1-SCC-408, AIR 2005-SCC-1790, AIR-2007-SC-1166, 2007-3-LLJ-163, 2006-II-SCC-716. Ratio in all those cases needs no detailed discussion as from evidence of Ist party workman, it is not established that he completed 240 days continuous service during any of the year. Therefore workman is not covered under Section 25 B of ID Act. He is not entitled to protection of Section 25 B of ID Act. the claim of workman for regularization cannot be upheld when workman has not completed 240 days continuous service during any of the year. Therefore I record my finding in Point No.1 in Affirmative.

15. Point No. 2- In view of my finding in Point No.1 workman has not established his claim for regularization in service, termination of service are not in violation of Section 25-F of ID Act. Therefore workman is not entitled to any relief. Accordingly I record my finding in Point No. 2.

16. In the result, award is passed as under:-

(1) The action of the management of Bank of India in denying regularization and terminating the services of Shri Devanand Sakunia, Ex-sepoy w.e.f. 30-8-97 is legal and proper.

(2) Workman is not entitled to any relief.

R. B. PATLE, Presiding Officer

नई दिल्ली, 23 दिसम्बर, 2015

का.आ. 34.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 18/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.12.2015 को प्राप्त हुआ था।

[सं. एल-12012/223/ 99-आई आर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 23rd December, 2015

S.O. 34.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 18/2000) of the Central Government Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of Bank of India and their workman, received by the Central Government on 23/12/2015.

[No. L-12012/223/99- IR(B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

No. CGIT/LC/R/18/2000

General Secretary,
Dainik Vetan Bhogi Bank Karmchari Sangathan,
Hardev Niwas, 9, Sanver Road,
Ujjain.

.....Workman/Union

Versus

Regional Manager,
Bank of India,
Zonal Office, 22,
Yashwant Niwas Road,
Indore

.....Management

AWARD

Passed on this 19th day of November, 2015

1. As per letter dated 28/12/99 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-12012/223/99/IR(B-II). The dispute under reference relates to:

“Whether the action of the management of Bank of India in denying regularization and terminating the services of Shri Prakash, Ex-sepoy w.e.f. 30-8-97 is legal and justified? If not, to what relief is the disputant concerned entitled to?”

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Page 3/1 to 3/4. Case of Ist party workman is that he was engaged as permanent peon on daily wages by 2nd party at Rau branch Indore from 1-10-87. He worked with devotion. From 14-3-89, he was transferred to main branch, Indore. He was working under Branch Manager Shri P.D.Dodi and R.K.Menon, he was not paid bonus for the period 1-10-87 to 14-3-89. He joined at main branch, Indore on 15-3-89. Muster roll/ diary was maintained about their attendance. Workman was signing diary in token of his attendance. Bank Manager was paying his wages in cash. He was paid bonus for the period 1992-93 to 1994-95. During 1992-93, he worked for 253 days, in 1994-95- for 258 days. He worked more than 240 days during each of the year. In main branch, he worked under different Branch Managers. He

filed Writ Petition before High Court, Indore bench for regularization of his service. During pendency of Writ Petition, his services were terminated on 30-8-97. That he is covered as employee under Section 25 B of ID Act as he worked more than 240 days during each of the year. His services were terminated without notice. Retrenchment compensation was not paid to him. termination of his service is in violation of section 25-F of ID Act and para 507, 524 of Sastry Award. The violation of section 25-G, N of ID Act is committed by management as policy of last come first go was not followed. After termination of his service, he is unemployed. Overlooking he worked more than 240 days, his services were terminated. He was not provided re-employment, thereby management violated Section 25 H of ID Act. He was not paid bonus for 1995-96, 96-97 under Section 8 of payment of Bonus Act. On such contentions, workman prays for his reinstatement with backwages.

3. 2nd party management filed Written Statement at Page 9/1 to 9/5 opposing claim of workman. 2nd party raised preliminary objection that employer employee relationship doesnot exist between parties. There was no question of terminating services of workman. Union was not in existence in organization of 2nd party. Union has no locus-standi to raise the dispute.

4. That workman has raised dispute contending that his services are terminated in violation of provisions of ID Act. Reference is misconceived. Workman was not employee of the Bank. Therefore dispute deserves to be rejected. Casual labour engaged on basis of day to day requirement by Branch Manager. Such engagement comes to end after end of the day. The dis-engagement of such worker is covered under Section 2(o)(bb) of ID Act. 2nd party contends that workman was entitled for payment of bonus for the year 1992 to 1995, he was paid bonus for those respective years. Workman had not completed 240 days continuous service during any of the year. There was no question of illegal retrenchment of workman. When person is engaged on daily wages, the contract of engagement starts in morning and ends at end of the day. That Ist party is covered as employee under Section 25 B of ID Act. The selection process as per the directions of Central Government was not followed. Workman was not sponsored through Employment Exchange. Employment in 2nd party Bank being public employment is covered under State and Article 16 of the constitution. That Employment Exchange is only agency. Any person seeking employment could register himself guaranteeing equality of opportunity of employment. That person engaged on temporary basis on stop gap arrangement without proper procedure has no right for permanent appointment. That workman was engaged on day to day basis as per requirement without following prescribed procedure by Branch Manager on consolidated wages. 2nd party reiterated that workman had not completed 240 days service during 12 months preceding his termination. His claim for regularization is not justified. There was no question of terminating services of workman as there was no employer employee relationship between parties. Violation of Section 25-F, G, N, H of ID Act is denied. Workman is not entitled to protection under ID Act. On such contentions, 2nd party prays for rejection of claim.

5. Ist party workman filed rejoinder at Page 10/1 to 10/5 reiterating his contentions in statement of claim.

6. Though application under Section 36(3)(4) of ID Act is filed, it appears that the application was not pressed at the time of recording evidence of both parties.

7. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the action of the management of Bank of India in denying regularization and terminating the services of Shri Prakash, Ex-sepoy w.e.f. 30-8-97 is legal and justified?	In Affirmative
(ii) If not, what relief the workman is entitled to?"	Workman is not entitled to any relief.

REASONS

8. Workman is challenging termination of his service for violation of Section 25-F,G,N of ID Act. he also contends violation of Section 25-H of ID Act. management of 2nd party has opposed the claim filing Written Statement. Workman filed affidavit of his evidence. In his affidavit, workman says he was engaged as Badli Sepoy from 1-10-97 by Branch Manager shri Dodi in Rau branch. He worked satisfactorily in said branch till 14-3-89. Then he was transferred to Satha bazaar branch, Indore. He resumed duty in said branch on 15-3-89. He continuously worked till 1980 to 1997. He completed more than 240 days continuous service. He was paid bonus for the year 1989 to 1995. Bonus for the year 96-97 was not paid. His services were terminated without notice, retrenchment compensation was not paid to him. In his cross-examination, workman says he passed 9th standard. He was member of Union lead by Nagwanshi since 1998. He paid membership amount Rs. 120/- per year. He was interviewed in the month of January. No letter in writing was given to him. After 8 days of his application, he was interviewed. Post was not advertised. Again says public advertisement was given in newspaper Naiduniya. Appointment letter was not given to him. he was paid wages under voucher. His signature were obtained on it. Certificate of his working days was not given. He was paid bonus for the year 1985 to 1997. Its documents were given to Shri Ram Nagwanshi. He denies that he was called for work as per exigencies. He denies acquaintance with the Branch Manager.

9. Management's witness Shri B.S.Jamre, Branch Manager filed affidavit of his evidence supporting contentions in Written Statement of 2nd party. His affidavit is devoted about the vacancies in subordinate staff are required to be notified to Employment Exchange. The vacancies are also filed from other sources if Employment Exchange gives non-availability certificate. That Union is not functioning in the Bank. Any regular staff is not member of Union. His affidavit is also devoted after verification of character and antecedents of the candidates in subordinate cadre as per circular dated 1-10-91. That workman not completed 240 days continuous service during 1987 to 30-8-97. In his cross-examination, management's witness says he was not posted in Siyaganj branch during 1987 to 1997. Again says he was posted in Siyaganj during 1996-97. He had not taken information from previous Branch Managers. He did not see any documents of the year 1985. Any conciliation process was not followed before engaging workman. permission of controlling Officer was not taken for his engagement. Attendance Register of workman was not maintained. Wages of workman were paid by Branch Manager. The amount was reimbursed to him. workman was paid wages in cash. His name was not written on vouchers. Management's witness was unable to tell working days of workman in a year. He claims ignorance about notice of termination given to workman or payment of retrenchment compensation to him.

10. Ist party workman has not examined any other witness in support of his claim completing 240 days continuous service during each of the year.

11. Documents produced by workman Exhibit W-5 pertains to prohibition of engagement of casual labours vide letter dated 8-5-93. Exhibit W-1 to W-4, W-6 to 8 also pertains to prohibition of engagement of casual labours.

12. 2nd party submitted notes of argument emphasizing that workman had not completed 240 days continuous service. Workman was unable to tell about his working days in any of the year.

13. Learned counsel for 2nd party Shri A.K.Shashi relies on ratio held in case between.

Surendranagar District Panchayat versus Dahyabhai Amarsingh reported in 2005(8)SCC-750. Their Lordship dealing with Section 25-F, 25 B of ID Act held facts must be proved by workman to claim protection under Section 25-F are that (i) there exists relationship of employer and employee, (ii) he is a workman under Section 2(s), (iii) establishment in which he is employed is an Industry within meaning of the Act and (iv) he has put in not less than one year of continuous service as defined in Section 25 B under the employer. That onus to prove 240 days continuous service lies on workman.

The evidence discussed above has failed to establish that he completed 240 days continuous service.

In Case between Karnataka State road Transport Corporation and another versus S.G.Kotturappa and another reported in 2005-II-LLJ- 462 by Rajasthan High court, 2009-17-SC-473, 2001-LLR-971 judgment by MP High Court, 2007-1-SCC-408, AIR 2005-SCC-1790, AIR-2007-SC-1166, 2007-3-LLJ-163, 2006-II-SCC-716. Ratio in all those cases needs no detailed discussion as from evidence of Ist party workman, it is not established that he completed 240 days continuous service during any of the year. Therefore workman is not covered under Section 25 B of ID Act. he is not entitled to protection of Section 25 B of ID Act. the claim of workman for regularization cannot be upheld when workman has not completed 240 days continuous service during any of the year. Therefore I record my finding in Point No.1 in Affirmative.

14. Point No.2- In view of my finding in Point No.1 workman has not established his claim for regularization in service, termination of service are not in violation of Section 25-F of ID Act. Therefore workman is not entitled to any relief. Accordingly I record my finding in Point No. 2.

15. In the result, award is passed as under:-

(1) The action of the management of Bank of India in denying regularization and terminating the services of Shri Prakash, Ex-sepoy w.e.f. 30-8-97 is legal and proper.

(2) Workman is not entitled to any relief.

R. B. PATLE, Presiding Officer

नई दिल्ली, 23 दिसम्बर, 2015

का.आ. 35.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 162/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.12.2015 को प्राप्त हुआ था।

[सं. एल-12011/125/ 2003-आई आर (बी.-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 23rd December, 2015

S.O. 35.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 162/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of Bank of India and their workman, received by the Central Government on 23/12/2015.

[No. L-12011/125/2003-IR(B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR****No. CGIT/LC/R/162/2003**

General Secretary,
Dainik Vetan Bhogi Bank Karmchari Sangathan,
Hardev Niwas, 9, Sanver Road,
Ujjain.

....Workman/Union

Versus

Regional Manager,
Bank of India,
Zonal Office, 22,
Yashwant Niwas Road,
Indore

.....Management

AWARDPassed on this 19th day of November, 2015

1. As per letter dated 23-9-03 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-12011/125/2003/IR(B-II). The dispute under reference relates to:

“Whether the action of the management of Bank of India in terminating the services of Shri Anil Mishra w.e.f. 31-12-99 and not paying him bonus is justified? If not, to what relief is the disputant concerned entitled to?”

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Page 7/1 to 7/6. Case of Ist party workman is that he was engaged as permanent peon on daily wages by 2nd party at Rau branch Indore from 1-1-88. He worked with devotion. From 14-3-89, he was transferred to main branch, Indore. He was working under Branch Manager Shri P. D. Dodi and R. K. Menon, he was not paid bonus for the period 1-10-87 to 14-3-89. He joined at main branch, Indore on 15-3-89. Muster roll/ diary was maintained about their attendance. Workman was signing diary in token of his attendance. Bank Manager was paying his wages in cash. He was paid bonus for the period 1992-93 to 1994-95. During 1992-93, he worked for 253 days, in 1994-95- for 258 days. He worked more than 240 days during each of the year. In main branch, he worked under different Branch Managers. He filed Writ Petition before High Court, Indore bench for regularization of his service. During pendency of Writ Petition, his services were terminated on 30-8-97. That he is covered as employee under Section 25 B of ID Act as he worked more than 240 days during each of the year. His services were terminated without notice. Retrenchment compensation was not paid to him. termination of his service is in violation of section 25-F of ID Act and para 507, 524 of Sastry Award. The violation of section 25-G, N of ID Act is committed by management as policy of last come first go was not followed. After termination of his service, he is unemployed. Overlooking he worked more than 240 days, his services were terminated. He was not provided re-employment, thereby management violated Section 25H of ID Act. He was not paid bonus for 1995-96, 96-97 under Section 8 of payment of Bonus Act. On such contentions, workman prays for his reinstatement with backwages.

3. 2nd party management filed Written Statement at Page 8/1 to 8/6 opposing claim of workman. 2nd party raised preliminary objection that employer employee relationship doesnot exist between parties. There was no question of terminating services of workman. Union was not in existence in organization of 2nd party. Union has no locus-standi to raise the dispute.

4. That workman has raised dispute contending that his services are terminated in violation of provisions of ID Act. reference is misconceived. Workman was not employee of the Bank. Therefore dispute deserves to be rejected. Casual labour engaged on basis of day to day requirement by Branch Manager. Such engagement comes to end after end of the day. The dis-engagement of such worker is covered under Section 2(oo)(bb) of ID Act. 2nd party contends that workman was entitled for payment of bonus for the year 1992 to 1996, he was paid bonus for those respective years. Workman had not completed 240 days continuous service during any of the year. There was no question of illegal retrenchment of workman. When person is engaged on daily wages, the contract of engagement starts in morning and ends at end of the

day. That Ist party is covered as employee under Section 25 B of ID Act. The selection process as per the directions of Central Government was not followed. Workman was not sponsored through Employment Exchange. Employment in 2nd party Bank being public employment is covered under State and Article 16 of the constitution. That Employment Exchange is only agency. Any person seeking employment could register himself guaranteeing equality of opportunity of employment. That person engaged on temporary basis on stop gap arrangement without proper procedure has no right for permanent appointment. That workman was engaged on day to day basis as per requirement without following prescribed procedure by Branch Manager on consolidated wages. 2nd party reiterated that workman had not completed 240 days service during 12 months preceding his termination. His claim for regularization is not justified. there was no question of terminating services of workman as there was no employer employee relationship between parties. Violation of Section 25-F, G, N, H of ID Act is denied. Workman is not entitled to protection under ID Act. On such contentions, 2nd party prays for rejection of claim.

5. Ist party workman filed rejoinder at Page 9/1 to 9/3 reiterating his contentions in statement of claim.

6. Though application under Section 36(3)(4) of ID Act is filed, it appears that the application was not pressed at the time of recording evidence of both parties.

7. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the action of the management of Bank of India in terminating the services of Shri Anil Mishra w.e.f. 31-12-99 and not paying him bonus is legal and justified?	In Affirmative
(ii) If not, what relief the workman is entitled to?"	Workman is not entitled to any relief.

REASONS

8. Workman is challenging termination of his service for violation of Section 25-F, G, N of ID Act. he also contends violation of Section 25-H of ID Act. management of 2nd party has opposed the claim filing Written Statement. Workman filed affidavit of his evidence. In his affidavit, workman says he was engaged as Badli Sepoy from 1-1-88 by Branch Manager shri J.B.Kulkarni in Rau branch. He worked satisfactorily in said branch till 31-12-99. Then he was transferred to Satha bazaar branch, Indore. He resumed duty in said branch on 15-3-89. He continuously worked till 1980 to 1997. He completed more than 240 days continuous service. He was paid bonus for the year 1989 to 1995. Bonus for the year 96-97 was not paid. His services were terminated without notice, retrenchment compensation was not paid to him. In his cross-examination, workman says he doesnot know English. He was engaged by Branch Manager Shri Ramesh. His mother was working at Manager's residence. On that basis, he was engaged on work. His name was not sponsored through Employment Exchange. He was engaged on same day he submitted application. From 1988 to 1999, he worked in different branches. He was unable to tell specific years in the respective branches. He has not received order to work in other branches. In 1988, he worked for 252 days. Certificate of his working days was issued by Mr. Ramesh. He was member of Daily Wages Bank Employees Union. He was unable to tell year of his membership. He was paying membership contribution Rs. 120 per year.

9. Management's witness Shri Bhupesh Joshi filed affidavit of his evidence supporting contentions in Written Statement of 2nd party. His affidavit is devoted about the vacancies in subordinate staff are required to be notified to Employment Exchange. The vacancies are also filed from other sources if Employment Exchange gives non-availability certificate. That Union is not functioning in the Bank. Any regular staff is not member of Union. His affidavit is also devoted after verification of character and antecedents of the candidates in subordinate cadre as per circular dated 1-10-91. That workman not completed 240 days continuous service during 1987 to 30-8-97. In his cross-examination, management's witness says that workman was engaged on daily wages, Exhibit M-1 was not followed. Before filing affidavit of his evidence, he had discussed with Branch Manager Shri Oswal. Attendance Register of workman was not maintained. Workman was paid wages by Branch Manager, its amount was reimbursed to him. he claims ignorance whether circular about reimbursement is produced. He also claims ignorance about payment of bonus to workman. workman was not served with notice, no retrenchment compensation was paid to him.

10. Ist party workman has not examined any other witness in support of his claim completing 240 days continuous service during each of the year or working in Bank during 1996-97.

11. Turning to documentary evidence, Exhibit M-1 is copy of circular Dated 31-12-80 relating to recruitment of subordinate staff. Admitted documents Letter dated 8-5-93, 12-3-94 relates to prohibition of engagement of casual employees.

12. 2nd party submitted notes of argument emphasizing that workman had not completed 240 days continuous service. Workman was unable to tell about his working days in any of the year.

13. Learned counsel for 2nd party Shri A.K.Shashi relies on ratio held in case between.

Surendranagar District Panchayat versus Dahyabhai Amarsingh reported in 2005(8)SCC-750. Their Lordship dealing with Section 25-F, 25 B of ID Act held facts must be proved by workman to claim protection under Section 25-F are that (i) there exists relationship of employer and employee, (ii) he is a workman under Section 2(s), (iii) establishment in which he is employed is an Industry within meaning of the Act and (iv) he has put in not less than one year of continuous service as defined in Section 25 B under the employer. That onus to prove 240 days continuous service lies on workman.

The evidence discussed above has failed to establish that he completed 240 days continuous service.

In Case between Karnataka State road Transport Corporation and another versus S.G.Kotturappa and another reported in 2005-II-LLJ- 462 by Rajasthan High court, 2009-17-SC-473, 2001-LLR-971 judgment by MP High Court, 2007-1-SCC-408, AIR 2005-SCC-1790, AIR-2007-SC-1166, 2007-3-LLJ-163, 2006-II-SCC-716. Ratio in all those cases needs no detailed discussion as from evidence of Ist party workman, it is not established that he completed 240 days continuous service during any of the year. Therefore workman is not covered under Section 25 B of ID Act. he is not entitled to protection of Section 25F of ID Act. the claim of workman for regularization cannot be upheld when workman has not completed 240 days continuous service during any of the year. Therefore I record my finding in Point No.1 in Affirmative.

14. Point No.2- In view of my finding in Point No.1 workman has not established his claim for regularization in service, termination of service are not in violation of Section 25-F of ID Act. Therefore workman is not entitled to any relief. Accordingly I record my finding in Point No. 2.

15. In the result, award is passed as under:-

- (1) The action of the management of Bank of India in terminating the services of Shri Anil Mishra w.e.f. 31-12-99 and not paying him bonus is legal and proper.
- (2) Workman is not entitled to any relief.

R. B. PATLE, Presiding Officer

नई दिल्ली, 23 दिसम्बर, 2015

का.आ. 36.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकार के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 7/2000) का प्रकाशित करती है जो केन्द्रीय सरकार को 23.12.2015 को प्राप्त हुआ था।

[सं. एल-12012/218/99-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 23rd December, 2015

S.O. 36.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 7/2000) of the Central Government Industrial Tribunal-cum-Labour Court, **Jabalpur** as shown in the Annexure, in the industrial dispute between the management of **Bank of India** and their workman, received by the Central Government on 23/12/2015.

[No. L-12012/218/99- IR(B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

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

No. CGIT/LC/R/7/2000

General Secretary,
Dainik Vetan Bhogi Bank Karmchari Sangathan,
Hardev Niwas, 9, Sanver Road,
Ujjain.

...Workman/Union

Versus

Regional Manager,
Bank of India,
Zonal Office, 22,
Yashwant Niwas Road,
Indore

...Management

AWARD

Passed on this 19th day of November, 2015

1. As per letter dated 20-23/12/99 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-12012/218/99/IR(B-II). The dispute under reference relates to:

“Whether the action of the management of Bank of India in denying regularization and terminating the services of Shri Anil Sharma Ex-Peon w.e.f. 30-8-97 is legal and justified? If not, to what relief is the disputant concerned entitled to?”

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Page 3/1 to 3/5. Case of Ist party workman is that he was engaged as permanent peon on daily wages by 2nd party at Rau branch Indore from 1-10-87. He worked with devotion. From 14-3-89, he was transferred to main branch, Indore. He was working under Branch Manager Shri P.D.Dodi and R.K.Menon, he was not paid bonus for the period 1-10-87 to 14-3-89. He joined at main branch, Indore on 15-3-89. Muster roll/ diary was maintained about their attendance. Workman was signing diary in token of his attendance. Bank Manager was paying his wages in cash. He was paid bonus for the period 1992-93 to 1994-95. During 1992-93, he worked for 253 days, in 1994-95- for 258 days. He worked more than 240 days during each of the year. In main branch, he worked under different Branch Managers. He filed Writ Petition before High Court, Indore bench for regularization of his service. During pendency of Writ Petition, his services were terminated on 30-8-97. That he is covered as employee under Section 25 B of ID Act as he worked more than 240 days during each of the year. His services were terminated without notice. Retrenchment compensation was not paid to him. termination of his service is in violation of section 25-F of ID Act and para 507, 524 of Sastry Award. The violation of section 25-G, N of ID Act is committed by management as policy of last come first go was not followed. After termination of his service, he is unemployed. Overlooking he worked more than 240 days, his services were terminated. He was not provided re-employment, thereby management violated Section 25 H of ID Act. He was not paid bonus for 1995-96, 96-97 under Section 8 of payment of Bonus Act. On such contentions, workman prays for his reinstatement with backwages.
3. 2nd party management filed Written Statement at Page 8/1 to 8/5 opposing claim of workman. 2nd party raised preliminary objection that employer employee relationship doesnot exist between parties. There was no question of terminating services of workman. Union was not in existence in organization of 2nd party. Union has no locus-standi to raise the dispute.
4. That workman has raised dispute contending that his services are terminated in violation of provisions of ID Act. reference is misconceived. Workman was not employee of the Bank. Therefore dispute deserves to be rejected. Casual labour engaged on basis of day to day requirement by Branch Manager. Such engagement comes to end after end of the day. The dis-engagement of such worker is covered under Section 2(oo)(bb) of ID Act. workman had not completed 240 days continuous service during any of the year. There was no question of illegal retrenchment of workman. when person is engaged on daily wages, the contract of engagement starts in morning and ends at end of the day. That Ist party is covered as employee under Section 25 B of ID Act. The selection process as per the directions of Central Government was not followed. Workman was not sponsored through Employment Exchange. Employment in 2nd party Bank being public employment is covered under State and Article 16 of the constitution. That Employment Exchange is only agency. Any person seeking employment could register himself guaranteeing equality of opportunity of employment. That person engaged on temporary basis on stop gap arrangement without proper procedure has no right for permanent appointment. That workman was engaged on day to day basis as per requirement without following prescribed procedure by Branch Manager on consolidated wages. 2nd party reiterated that workman had not completed 240 days service during 12 months preceding his termination. His claim for regularization is not justified. there was no question of terminating services of workman as there was no employer employee relationship between parties. Violation of Section 25-F,G,N,H of ID Act is denied. Workman is not entitled to protection under ID Act. On such contentions, 2nd party prays for rejection of claim.
5. Ist party workman filed rejoinder at Page 10/1 to 10/5 reiterating his contentions in statement of claim.
6. Though application under Section 36(3)(4) of ID Act is filed, it appears that the application was not pressed at the time of recording evidence of both parties.
7. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the action of the management of Bank of India in denying regularization and terminating the services of Shri Anil Sharma Ex-Peon w.e.f. 30-8-97 is legal and justified?	In Affirmative
(ii) If not, what relief the workman is entitled to?"	Workman is not entitled to any relief.

REASONS

8. Workman is challenging termination of his service for violation of Section 25-F,G,N of ID Act. he also contends violation of Section 25-H of ID Act. management of 2nd party has opposed the claim filing Written Statement. Workman filed affidavit of his evidence. In his affidavit, workman says he was engaged as Badli Sepoy from 1-10-97 by Branch Manager Shri Dodi in Rau branch. He worked satisfactorily in said branch till 14-3-89. Then he was transferred to Satha bazaar branch, Indore. He resumed duty in said branch on 15-3-89. He continuously worked till 1980 to 1997. He completed more than 240 days continuous service. He was paid bonus for the year 1989 to 1995. Bonus for the year 96-97 was not paid. His services were terminated without notice, retrenchment compensation was not paid to him. In his cross-examination, workman says he was engaged by branch Manager Shri P. D. Dohi. At that time, he was studying in 9th standard, he was of 20 years of age. He cannot read English. Appointment letter was not given to him. he had submitted written application to the Branch Manager. He was interviewed by branch Manager Shri Dodi and engaged on the same day. His name was not sponsored through Employment Exchange. During 1987, he worked all the days, he was unable to tell number of working days in any of the year. The certificate of working days is not produced by him. he was paid wages everyday. His signature were obtained on payment vouchers for payment of wages. He claims ignorance about contents of the voucher he signed. Branch Manager Subhash Kulkarni joined branch in July 1990. He was unable to tell the period of working of Branch Manager Shri Meena.
9. Management's witness Subhash Kulkarni Branch Manager filed affidavit of his evidence supporting contentions in Written Statement of 2nd party. His affidavit is devoted about the vacancies in subordinate staff are required to be notified to Employment Exchange. The vacancies are also filed from other sources if Employment Exchange gives non-availability certificate. That Union is not functioning in the Bank. Any regular staff is not member of Union. His affidavit is also devoted after verification of character and antecedents of the candidates in subordinate cadre as per circular dated 1-10-91. That workman not completed 240 days continuous service during 1987 to 30-8-97. In his cross-examination, management's witness says that workman had worked on daily wages. The policy under Exhibit M-1 was not followed. He was not posted in Rau branch during the relevant period. He had not taken information from said Bank. He claims ignorance about transfer of workman to main branch. He claims ignorance whether employee engaged on daily wages could not be transferred. He claims ignorance about order of transfer dated 14-3-89. During 1992 to 1995, he was working in main branch as officer. Intermittently he was working in Satta Bazar branch. The wages were paid by Branch Manager and he used to get it reimbursed. Documents/ circular about reimbursement of wages is not produced. He claims ignorance about payment of bonus to workman during 1994 to 1996. The documents regarding payment of wages are not produced. Workman was not served with notice. Retrenchment compensation was not paid to him.
10. Ist party workman has not examined any other witness in support of his claim completing 240 days continuous service during each of the year.
11. Turning to documentary evidence, copy of evidence of management's witness Vishwanath Pandey in R/19/00 is produced. Said witness has stated that workman Deepak had not completed 240 days continuous service. The attendance register of workman was not maintained. Workman was paid wages by Branch Manager and he was reimbursed of said amount. Witness had admitted documents about payment of bonus marked Exhibit W-10,11. The copies of said document is produced in present case also. Said document is chart of payment of bonus for the year 1994-95. The working days of workman are shown 233 days. In Exhibit W-11, working days of workman are shown 235 days during 1995-96. Copy of Exhibit W-9 in R/19/00 is produced. Being certified copy, it needs to be admitted in evidence. Said document is not pertaining to working days of workman during any of the year. Management's witness Shri Jagdish Kaur filed affidavit of witness contending that workman had not completed 240 days during any of the year 1987 to 30-8-97. In his cross-examination, he denies that on 15-3-89, Ist party workman was transferred to Satta Bazar branch. He denied payment of bonus to workman. He claims ignorance about certificate issued to workman dated 2-1-95. The evidence of workman is not supported by documents to establish that he worked for 240 days preceding 12 months of termination of his services.
12. 2nd party submitted notes of argument emphasizing that workman had not completed 240 days continuous service. Workman was unable to tell about his working days in any of the year.

13. Learned counsel for 2nd party Shri A.K.Shashi relies on ratio held in case between

Surendranagar District Panchayat versus Dahyabhai Amarsingh reported in 2005(8)SCC-750. Their Lordship dealing with Section 25-F, 25 B of ID Act held facts must be proved by workman to claim protection under Section 25-F are that (i) there exists relationship of employer and employee, (ii) he is a workman under Section 2(s), (iii) establishment in which he is employed is an Industry within meaning of the Act and (iv) he has put in not less than one year of continuous service as defined in Section 25 B under the employer. That onus to prove 240 days continuous service lies on workman.

The evidence discussed above has failed to establish that he completed 240 days continuous service.

In Case between Karnataka State road Transport Corporation and another versus S.G.Kotturappa and another reported in 2005-II-LLJ- 462 by Rajasthan High Court, 2009-17-SC-473, 2001-LLR-971 judgment by MP High Court, 2007-1-SCC-408, AIR 2005-SCC-1790, AIR-2007-SC-1166, 2007-3-LLJ-163, 2006-II-SCC-716. Ratio in all those cases needs no detailed discussion as from evidence of Ist party workman, it is not established that he completed 240 days continuous service during any of the year. Therefore workman is not covered under Section 25 B of ID Act. he is not entitled to protection of Section 25 B of ID Act. the claim of workman for regularization cannot be upheld when workman has not completed 240 days continuous service during any of the year. Therefore I record my finding in Point No.1 in Affirmative.

14. Point No.2- In view of my finding in Point No.1 workman has not established his claim for regularization in service, termination of service are not in violation of Section 25-F of ID Act. Therefore workman is not entitled to any relief. Accordingly I record my finding in Point no.2.

15. In the result, award is passed as under:-

- (1) The action of the management of Bank of India in denying regularization and terminating the services of Shri Anil Sharma Ex-Peon w.e.f. 30-8-97 is legal and proper.
- (2) Workman is not entitled to any relief.

R. B. PATLE, Presiding Officer

नई दिल्ली, 23 दिसम्बर, 2015

का.आ. 37.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **बैंक ऑफ इंडिया** के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (संदर्भ संख्या 16/2000) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.12.2015 को प्राप्त हुआ था।

[सं. एल-12012/221/99-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 23rd December, 2015

S.O. 37.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 16/2000) of the Central Government Industrial Tribunal-cum-Labour Court, **Jabalpur** as shown in the Annexure, in the industrial dispute between the management of **Bank of India** and their workman, received by the Central Government on 23/12/2015.

[No. L-12012/221/99- IR(B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/16/2000

General Secretary.

Dainik Vetan Bhogi Bank Karmchari Sangathan,
Hardev Niwas, 9, Sanver road,
Ujjain.

.....Workman/Union

Versus

Regional Manager,
Bank of India,
Zonal office, 22,
Yashwant Niwas Road,
Indore

.....Management

AWARD

Passed on this 19th day of November, 2015

1. As per letter dated 28/12/99 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-12012/221/99/IR(B-II). The dispute under reference relates to:

“Whether the action of the management of Bank of India in denying regularization and terminating the services of Shri Atul Joshi, Ex-Sepoy w.e.f. 30-8-97 is legal and justified? If not, to what relief is the disputant concerned entitled to?”

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Page 3/1 to 3/4. Case of Ist party workman is that he was engaged as permanent peon on daily wages by 2nd party at Rau branch Indore from 1-5-90. He worked with devotion. From 14-3-89, he was transferred to main branch, Indore. He was working under Branch Manager Shri P.D.Dodi and R.K.Menon, he was not paid bonus for the period 1-10-87 to 14-3-89. He joined at main branch, Indore on 15-3-89. Muster roll/ diary was maintained about their attendance. Workman was signing diary in token of his attendance. Bank Manager was paying his wages in cash. He was paid bonus for the period 1992-93 to 1994-95. During 1992-93, he worked for 253 days, in 1994-95 for 258 days. He worked more than 240 days during each of the year. In main branch, he worked under different Branch Managers. He filed Writ Petition before High Court, Indore bench for regularization of his service. During pendency of Writ Petition, his services were terminated on 30-8-97. That he is covered as employee under Section 25 B of ID Act as he worked more than 240 days during each of the year. His services were terminated without notice. Retrenchment compensation was not paid to him. termination of his service is in violation of section 25-F of ID Act and para 507, 524 of Sastry Award. The violation of section 25-G, N of ID Act is committed by management as policy of last come first go was not followed. After termination of his service, he is unemployed. Overlooking he worked more than 240 days, his services were terminated. He was not provided re-employment, thereby management violated Section 25 H of ID Act. He was not paid bonus for 1995-96, 96-97 under Section 8 of payment of Bonus Act. On such contentions, workman prays for his reinstatement with backwages.

3. 2nd party management filed Written Statement at Page 8/1 to 8/5 opposing claim of workman. 2nd party raised preliminary objection that employer employee relationship doesnot exist between parties. There was no question of terminating services of workman. Union was not in existence in organization of 2nd party. Union has no locus-standi to raise the dispute.

4. That workman has raised dispute contending that his services are terminated in violation of provisions of ID Act. reference is misconceived. Workman was not employee of the Bank. Therefore dispute deserves to be rejected. Casual labour engaged on basis of day to day requirement by Branch Manager. Such engagement comes to end after end of the day. The dis-engagement of such worker is covered under Section 2(oo)(bb) of ID Act. 2nd party contends that workman was entitled for payment of bonus for the year 1992 to 1996, he was paid bonus for those respective years. Workman had not completed 240 days continuous service during any of the year. There was no question of illegal retrenchment of workman. when person is engaged on daily wages, the contract of engagement starts in morning and ends at end of the day. That Ist party is covered as employee under Section 25 B of ID Act. The selection process as per the directions of Central Government was not followed. Workman was not sponsored through Employment Exchange. Employment in 2nd party Bank being public employment is covered under State and Article 16 of the constitution. That Employment Exchange is only agency. Any person seeking employment could register himself guaranteeing equality of opportunity of employment. That person engaged on temporary basis on stop gap arrangement without proper procedure has no right for permanent appointment. That workman was engaged on day to day basis as per requirement without following prescribed procedure by Branch Manager on consolidated wages. 2nd party reiterated that workman had not completed 240 days service during 12 months preceding his termination. His claim for regularization is not justified. there was no question of terminating services of workman as there was no employer employee relationship between parties. Violation of Section 25-F,G,N,H of ID Act is denied. Workman is not entitled to protection under ID Act. On such contentions, 2nd party prays for rejection of claim.

5. Ist party workman filed rejoinder at Page 10/1 to 10/5 reiterating his contentions in statement of claim.

6. Though application under Section 36(3)(4) of ID Act is filed, it appears that the application was not pressed at the time of recording evidence of both parties.

7. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the action of the management of Bank of India in denying regularization and terminating the services of Shri Atul Joshi, Ex-Sepoy w.e.f. 30-8-97 is legal and justified?	In Affirmative
(ii) If not, what relief the workman is entitled to?”	Workman is not entitled to any relief.

REASONS

8. Workman is challenging termination of his service for violation of Section 25-F,G,N of ID Act. he also contends violation of Section 25-H of ID Act. Management of 2nd party has opposed the claim filing Written Statement. Workman filed affidavit of his evidence. In his affidavit, workman says he was engaged as Badli Sepoy from 1-5-90 by Branch Manager Shri J. B. Kulkarni in Rau branch. He worked satisfactorily in said branch till 30-8-97. Then he was transferred to Satha bazaar branch, Indore. He resumed duty in said branch on 15-3-89. He continuously worked till 1980 to 1997. He completed more than 240 days continuous service. He was paid bonus for the year 1989 to 1995. Bonus for the year 96-97 was not paid. His services were terminated without notice, retrenchment compensation was not paid to him. In his cross-examination, workman says was member of Daily Wage Bank Employees Union since 1994. He paid membership contribution Rs.120 per year. He was engaged by Branch Manager Shri Kulkarni, he was not acquainted with him. his mother was working as maid at house of Branch manager. Wife of Shri Kulkarni told his mother to send her sons in Bank. He was doing work other than sweeping. Post was not advertised. His name was sponsored through Employment Exchange. He was interviewed by branch Manager Shri Kulkarni. Appointment letter was not given to him. his wages were paid by Branch Manager every day.

9. Management's witness Subhash Kulkarni Branch Manager filed affidavit of his evidence supporting contentions in Written Statement of 2nd party. His affidavit is devoted about the vacancies in subordinate staff are required to be notified to Employment Exchange. The vacancies are also filed from other sources if Employment Exchange gives non-availability certificate. That Union is not functioning in the Bank. Any regular staff is not member of Union. His affidavit is also devoted after verification of character and antecedents of the candidates in subordinate cadre as per circular dated 1-10-91. That workman not completed 240 days continuous service during 1987 to 30-8-97. In his cross-examination, management's witness says Circular Exhibit M-1 doesnot apply to temporary employees. He had discussed about matter with Branch Manager Shri Oswal. Shri oswal may have been working in Satta Bazar branch during 1993-94. He was not sure. When other employees were on leave, daily wage employees were engaged. There muster roll were not maintained. Branch Manager was paying wages. The amount was reimbursed to him. he was unable to tell documents in that regard are produced in the case. He claims ignorance about documents of payment of bonus. Workman was not served notice. Retrenchment compensation was not paid to him as he was engaged as daily wager.

10. Management's witness Shri Vishwanath Pandey filed affidavit of his evidence. Management's witness says Branch Manager has no authority to appoint any person in subordinate cadre. There was no sanction of permission of competent authority to provide employment. Branch Manager had to make necessary arrangement for miscellaneous job of work. Workman had not completed 240 days service. In his cross-examination, management's witness says he was posted in main branch Indore during 1996-97. Attendance Register was not maintained, appointment letter was not given to him. permission of Controlling Authority was not taken before engagement of workman. workman was paid wages by Branch Manager. Amount was reimbursed to him. Witness claims ignorance whether workman was issued notice, retrenchment compensation was paid. He also claims ignorance about payment of bonus to workman.

11. Ist party workman has not examined any other witness in support of his claim completing 240 days continuous service during each of the year.

12. Turning to documentary evidence, Exhibit W-1 to W-8 pertains to prohibition of engagement of casual labour in the Bank. Management produced Exhibit M-1 relates to the rules about recruitment of subordinate staff. Copy of chart about payment of bonus for the year 1994-95 is produced. 256 working days of workman are shown in 1994-95 and 254 working days in 1995-96.

13. 2nd party submitted notes of argument emphasizing that workman had not completed 240 days continuous service. Workman was unable to tell about his working days in any of the year.

14. Learned counsel for 2nd party Shri A.K.Shashi relies on ratio held in case between

Surendranagar District Panchayat versus Dahyabhai Amarsingh reported in 2005(8)SCC-750. Their Lordship dealing with Section 25-F, 25 B of ID Act held facts must be proved by workman to claim protection under Section 25-F are that (i) there exists relationship of employer and employee, (ii) he is a workman under Section 2(s), (iii) establishment in which he is employed is an Industry within meaning of the Act and (iv) he has put in not less than one year of continuous service as defined in Section 25 B under the employer. That onus to prove 240 days continuous service lies on workman.

The evidence discussed above has failed to establish that he completed 240 days continuous service.

In Case between Karnataka State road Transport Corporation and another versus S.G.Kotturappa and another reported in 2005-II-LLJ- 462 by Rajasthan High court, 2009-17-SC-473, 2001-LLR-971 judgment by MP High Court, 2007-1-SCC-408, AIR 2005-SCC-1790, AIR-2007-SC-1166, 2007-3-LLJ-163, 2006-II-SCC-716. Ratio in all those cases needs no detailed discussion as from evidence of Ist party workman. workman completed more than 240 days in 1995-96 and not 12 months preceding termination of his service on 30-8-97. Shri A.K.shashi on the point relies on ratio held by Hon'ble Delhi High Court in Writ petition No. 4093/96 in case between Prem Singh versus Presiding Officer, Labour Court No. V & another. In Para 5 of the judgment, his Lordship considering evidence of management's witness No.2,

the petitioner worked only for 131 ½ days in 1981, 249 days in 1982, 194 days in 1983, 270 days in 1984. Following ratio held in case of Mohanlal that on principle and on precedent it must be held that Section 25 B(2) comprehends a situation where a workman is not in employment for a period of 12 calendar months but has rendered service for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date i.e. the date of retrenchment. If he has he would be deemed to be in continuous service for a period of one year for the purpose of Section 25 B and Chapter VA.

15. Point No. 2- In view of my finding in Point No.1 workman has not established his claim for regularization in service, termination of service are not in violation of Section 25-F of ID Act. Therefore workman is not entitled to any relief. Accordingly I record my finding in Point No. 2.

16. In the result, award is passed as under:-

- (1) The action of the management of Bank of India in denying regularization and terminating the services of Shri Atul Joshi, Ex-Sepoy w.e.f. 30-8-97 is legal and proper.
- (2) Workman is not entitled to any relief.

R. B. PATLE, Presiding Officer

नई दिल्ली, 23 दिसम्बर, 2015

का.आ. 38.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **बैंक ऑफ इंडिया** के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (संदर्भ सं. 17/2000) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.12.2015 को प्राप्त हुआ था।

[सं. एल-12012/222/99-आई आर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 23rd December, 2015

S.O. 38.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 17/2000**) of the Central Government Industrial Tribunal-cum-Labour Court, **Jabalpur** as shown in the Annexure, in the industrial dispute between the management of **Bank of India** and their workman, received by the Central Government on 23/12/2015.

[No. L-12012/225/99- IR(B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

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

NO. CGIT/LC/R/17/2000

General Secretary.

Dainik Vetan Bhogi Bank Karmchari Sangathan,

Hardev Niwas, 9, Sanver road,

Ujjain.

....Workman/Union

Versus

Regional Manager,

Bank of India,

Zonal office, 22,

Yashwant Niwas Road,

Indore

.....Management

AWARD

Passed on this 19th day of November, 2015

1. As per letter dated 28/12/99 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-12012/222/99/IR(B-II). The dispute under reference relates to:

“Whether the action of the management of Bank of India in denying regularization and terminating the services of Shri Devanand Sakunia, Ex-sepoy w.e.f. 30-8-97 is legal and justified? If not, to what relief is the disputant concerned entitled to?”

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Page 3/1 to 3/4. Case of Ist party workman is that he was engaged as permanent peon on daily wages by 2nd party at Rau branch Indore from 15-1-90. He worked with devotion. From 14-3-89, he was transferred to main branch, Indore. He was working under Branch Manager Shri P.D.Dodi and R.K.Menon, he was not paid bonus for the period 1-10-87 to 14-3-89. He joined at main branch, Indore on 15-3-89. Muster roll/ diary was maintained about their attendance. Workman was signing diary in token of his attendance. Bank Manager was paying his wages in cash. He was paid bonus for the period 1992-93 to 1994-95. During 1992-93, he worked for 253 days, in 1994-95- for 258 days. He worked more than 240 days during each of the year. In main branch, he worked under different Branch Managers. He filed Writ Petition before High Court, Indore bench for regularization of his service. During pendency of Writ Petition, his services were terminated on 30-8-97. That he is covered as employee under Section 25 B of ID Act as he worked more than 240 days during each of the year. His services were terminated without notice. Retrenchment compensation was not paid to him. termination of his service is in violation of section 25-F of ID Act and para 507, 524 of Sastry Award. The violation of section 25-G, N of ID Act is committed by management as policy of last come first go was not followed. After termination of his service, he is unemployed. Overlooking he worked more than 240 days, his services were terminated. He was not provided re-employment, thereby management violated Section 25 H of ID Act. He was not paid bonus for 1995-96, 96-97 under Section 8 of payment of Bonus Act. On such contentions, workman prays for his reinstatement with backwages.

3. 2nd party management filed Written Statement at Page 8/1 to 8/5 opposing claim of workman. 2nd party raised preliminary objection that employer employee relationship doesnot exist between parties. There was no question of terminating services of workman. Union was not in existence in organization of 2nd party. Union has no locus-standi to raise the dispute.

4. That workman has raised dispute contending that his services are terminated in violation of provisions of ID Act. reference is misconceived. Workman was not employee of the Bank. Therefore dispute deserves to be rejected. Casual labour engaged on basis of day to day requirement by Branch Manager. Such engagement comes to end after end of the day. The dis-engagement of such worker is covered under Section 2(oo)(bb) of ID Act. 2nd party contends that workman was entitled for payment of bonus for the year 1992 to 1996, he was paid bonus for those respective years. Workman had not completed 240 days continuous service during any of the year. There was no question of illegal retrenchment of workman. when person is engaged on daily wages, the contract of engagement starts in morning and ends at end of the day. That Ist party is covered as employee under Section 25 B of ID Act. The selection process as per the directions of Central Government was not followed. Workman was not sponsored through Employment Exchange. Employment in 2nd party Bank being public employment is covered under State and Article 16 of the constitution. That Employment Exchange is only agency. Any person seeking employment could register himself guaranteeing equality of opportunity of employment. That person engaged on temporary basis on stop gap arrangement without proper procedure has no right for permanent appointment. That workman was engaged on day to day basis as per requirement without following prescribed procedure by Branch Manager on consolidated wages. 2nd party reiterated that workman had not completed 240 days service during 12 months preceding his termination. His claim for regularization is not justified. there was no question of terminating services of workman as there was no employer employee relationship between parties. Violation of Section 25-F,G,N,H of ID Act is denied. Workman is not entitled to protection under ID Act. On such contentions, 2nd party prays for rejection of claim.

5. Ist party workman filed rejoinder at Page 10/1 to 10/5 reiterating his contentions in statement of claim.

6. Though application under Section 36(3)(4) of ID Act is filed, it appears that the application was not pressed at the time of recording evidence of both parties.

7. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the action of the management of Bank of India in denying regularization and terminating the services of Shri Devanand Sakunia, Ex-sepoy w.e.f. 30-8-97 is legal and justified?	In Affirmative
(ii) If not, what relief the workman is entitled to?"	Workman is not entitled to any relief.

REASONS

8. Workman is challenging termination of his service for violation of Section 25-F,G,N of ID Act. he also contends violation of Section 25-H of ID Act. management of 2nd party has opposed the claim filing Written Statement. Workman filed affidavit of his evidence. In his affidavit, workman says he was engaged as Badli Sepoy from 15-1-90 by Branch Manager Shri J.B.Kulkarni in Rau branch. He worked satisfactorily in said branch till 14-3-89. Then he was transferred to Satha bazaar branch, Indore. He resumed duty in said branch on 15-3-89. He continuously worked till 1980 to 1997. He completed more than 240 days continuous service. He was paid bonus for the year 1989 to 1995. Bonus for the year 96-97 was not paid. His services were terminated without notice, retrenchment compensation was not paid to him. In his

cross-examination, workman says he doesnot know English. His father was pressing clothes of Branch Manager Kulkarni. As he was acquainted with Branch Manager, he was engaged on work. He submitted application but was unable to tell the time. He claimed ignorance whether post was advertised. His name was not sponsored through Employment Exchange. He was orally interviewed. When he was engaged, 10-12 peons were working in the branch. He was paid on daily wage basis. Workman was unable to tell his working days during any of the year.

9. Management's witness Subhash Kulkarni Branch Manager filed affidavit of his evidence supporting contentions in Written Statement of 2nd party. His affidavit is devoted about the vacancies in subordinate staff are required to be notified to Employment Exchange. The vacancies are also filed from other sources if Employment Exchange gives non-availability certificate. That Union is not functioning in the Bank. Any regular staff is not member of Union. His affidavit is also devoted after verification of character and antecedents of the candidates in subordinate cadre as per circular dated 1-10-91. That workman not completed 240 days continuous service during 1987 to 30-8-97. In his cross-examination, management's witness says that workman was engaged on daily wages, Exhibit M-1 was not followed. Before filing affidavit of his evidence, he had discussed with Branch Manager Shri Oswal. Attendance Register of workman was not maintained. Workman was paid wages by Branch Manager, its amount was reimbursed to him. He claims ignorance whether circular about reimbursement is produced. He also claims ignorance about payment of bonus to workman. Workman was not served with notice, no retrenchment compensation was paid to him.

10. Management's witness Shri Vishwanath Pandey filed affidavit of his evidence. Management's witness says Branch Manager has no authority to appoint any person in subordinate cadre. There was no sanction of permission of competent authority to provide employment. Branch Manager had to make necessary arrangement for miscellaneous job of work. Workman had not completed 240 days service. In his cross-examination, management's witness says he was posted in main branch Indore during 1996-97. Attendance Register was not maintained, appointment letter was not given to him. permission of Controlling Authority was not taken before engagement of workman. Workman was paid wages by Branch Manager. Amount was reimbursed to him. Witness claims ignorance whether workman was issued notice, retrenchment compensation was paid. He also claims ignorance about payment of bonus to workman.

11. Ist party workman has not examined any other witness in support of his claim completing 240 days continuous service during each of the year.

12. Turning to documentary evidence, Exhibit W-1 to W-4 pertains to prohibition of engagement of casual labour. In statement of payment of bonus for the year 1995-96, working days of workman are shown only 222 days.

13. 2nd party submitted notes of argument emphasizing that workman had not completed 240 days continuous service. Workman was unable to tell about his working days in any of the year.

14. Learned Counsel for 2nd party Shri A.K.Shashi relies on ratio held in case between

Surendranagar District Panchayat versus Dahyabhai Amarsingh reported in 2005(8)SCC-750. Their Lordship dealing with Section 25-F, 25 B of ID Act held facts must be proved by workman to claim protection under Section 25-F are that (i) there exists relationship of employer and employee, (ii) he is a workman under Section 2(s), (iii) establishment in which he is employed is an Industry within meaning of the Act and (iv) he has put in not less than one year of continuous service as defined in Section 25 B under the employer. That onus to prove 240 days continuous service lies on workman.

The evidence discussed above has failed to establish that he completed 240 days continuous service.

In Case between Karnataka State Road Transport Corporation and Another Versus S.G.Kotturappa and Another reported in 2005-II-LLJ- 462 by Rajasthan High Court, 2009-17-SC-473, 2001-LLR-971 judgment by MP High Court, 2007-1-SCC-408, AIR 2005-SCC-1790, AIR-2007-SC-1166, 2007-3-LLJ-163, 2006-II-SCC-716. Ratio in all those cases needs no detailed discussion as from evidence of Ist party workman, it is not established that he completed 240 days continuous service during any of the year. Therefore workman is not covered under Section 25 B of ID Act. He is not entitled to protection of Section 25 B of ID Act. The claim of workman for regularization cannot be upheld when workman has not completed 240 days continuous service during any of the year. Therefore I record my finding in Point No.1 in Affirmative.

15. Point No.2- In view of my finding in Point No.1 workman has not established his claim for regularization in service, termination of service are not in violation of Section 25-F of ID Act. Therefore workman is not entitled to any relief. Accordingly, I record my finding in Point no. 2.

16. In the result, Award is passed as under:-

- (1) The action of the management of Bank of India in denying regularization and terminating the services of Shri Devanand Sakunia, Ex-sepoy w.e.f. 30-8-97 is legal and proper.
- (2) Workman is not entitled to any relief.

R. B. PATLE, Presiding Officer

नई दिल्ली, 23 दिसम्बर, 2015

का.आ. 39.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कोलकाता पतन न्यास के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 07/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.12.2015 को प्राप्त हुआ था।

[सं. एल-32011/04/2014-आई आर (बी.-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 23rd December, 2015

S.O. 39.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 07/2015**) of the Central Government Industrial Tribunal-cum-Labour Court, **Kolkata** as shown in the Annexure, in the industrial dispute between the management of **Kolkata Port Trust** and their workman, received by the Central Government on 23/12/2015.

[No. L-32011/04/2014-IR(B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA****REFERENCE NO. 07 OF 2015**

Parties: Employers in relation to the management of Kolkata Port Trust

AND

Their workmen

Present : JUSTICE DIPAK SAHA RAY, Presiding Officer**Appearance:**

On behalf of the Management : Mr. A.K. Sarkar, Industrial Relations Officer

On behalf of the Workmen : None

: State: West Bengal

Industry: Port & Dock.

Dated: 14th December, 2015**AWARD**

By Order No.L-32011/04/2014-IR(B-II) dated 17/23.02.2015 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 in not paying the consolidated overtime to the crews of engine room deployed on board the Tug KALIKATA without any notice under Section 9A of the I.D. Act, 1947, was justified? What relief the workmen are entitled to?”

2. When the case is taken up today for hearing, none appears on behalf of the union though the management is represented by its authorized representative. It appears from the record that on 12.05.2015 the union appeared through its authorized representative for the last time. Thereafter none appeared on behalf of the union on the last three consecutive dates.

3. Considering the facts and circumstances it appears that the union is not willing to proceed with the case further. So, no fruitful purpose will be served in keeping the matter pending further.

4. Accordingly, the present reference is disposed of by passing a “No Dispute Award”.

JUSTICE DIPAK SAHA RAY, Presiding Officer

Dated, Kolkata,

The 14th December, 2015.

नई दिल्ली, 23 दिसम्बर, 2015

का.आ. 40.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आन्ध्रा बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, दिल्ली के पंचाट (संदर्भ संख्या 295/2011) को प्रकाशित करती हैं, जो केन्द्रीय सरकार को 23.12.2015 को प्राप्त हुआ था।

[सं. एल-12012/11/2011-आई आर (बी.-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 23rd December, 2015

S.O. 40.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 295/2011**) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, **No.1, Delhi** as shown in the Annexure, in the industrial dispute between the management of **Andhra Bank** and their workman, received by the Central Government on 23/12/2015.

[No. L-12012/11/2011- IR(B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO.1, KARKARDOOMA COURT COMPLEX, DELHI

ID No. 295/2011

Shri Dil Bahadur,
C/o Yash Pal Sethi, 73-G,
CPWD, Lok Sabha Quarters,
Vasant Vihar,
New Delhi

...Workman

Versus

The Deputy General Manager,
Andhra Bank, Sector 17,
Chandigarh

...Management

AWARD

Factual matrix giving rise to the present dispute is that Shri Dil Bahadur, workman herein was appointed as part time sweeper on 01.01.2007 at Palam Vihar Branch of Andhra Bank, the management. He remained there till 02.04.2010 when the management terminated his services by oral orders. In fact, the post on which the workman was working was filled up by the management by posting an employee of the same cadre, who was earlier working at Gurgaon Housing Finance, Sector 14 branch of the management.

2. Feeling aggrieved, the workman herein filed a dispute before the Conciliation Officer. However, the proceedings failed due to unreasonable and adamant attitude of the management. The appropriate Government found merit in the dispute filed by the workman and thereafter made a reference vide letter No.L-12012/11/2011-IR(B-II) dated 19.07.2011 with the following terms:

“Whether the action of the management of Deputy General Manager, Andhra Bank, Chandigarh in terminating the services of Shri Dil Bahadur, Ex-Part Time Sweeper at Palam Vihar, Gurgaon branch with effect from 02.04.2010 is just, fair and legal? What relief the workman is entitled to?”

3. There are averments that the Branch Manager of Palam Vihar Branch has in fact engaged the workman herein as a part time sweeper in his branch and on the advice of the Manager the workman has also opened an account with the branch. Workman accepted the offer of the Branch Manager and joined services. Wages of the workman were being paid through vouchers and credited in the Saving Bank Account maintained with Palam Vihar branch of the management. The workman has served the branch sincerely and faithfully and there was no complaint against the workman regarding his working. Workman was not issued any charge sheet nor was any disciplinary enquiry conducted against him. He has worked for more than 240 days in each calendar year since the time of his appointment. It is also alleged that there is violation of Section 25F of the Industrial Disputes Act as no notice was served upon the workman before his retrenchment. This action of the management in terminating his services is totally illegal. A prayer has been made to declare action of the management as unlawful and illegal and to reinstate him in service with retrospective effect from the date of termination of his service, i.e. 02.04.2010.

4. Management has demurred the claim of the workman by filing written statement, wherein certain preliminary objections have been taken. It is alleged that the reference made to the Tribunal is improper and illegal and name of the workman was not sponsored by any Employment Exchange. All engagements, including that of part time sweepers are supposed to be done by following recruitment norms laid down by the Bank. Sweepers are engaged either on consolidated wages or 1/3 scale of wages.

5. Management, on merits, denied that the workman herein was appointed as a part time sweeper by them. However, it is admitted that services of the workman were utilized at Palam Vihar Branch as a casual labour for a

specified period and as a stop gap arrangement till post of sweeper at the branch was filled up by a regularly recruited person. Same was done by the Manager of the branch without having any powers vested in him. There was no valid relationship of employer and employee between the management and the workman. It is also denied that the workman has served at Palam Vihar branch with effect from 01.01.2007 till 02.04.2010. Averments made in the remaining paras in the statement of claim have also been denied by the management. It is also denied that the workman has worked for 240 days in each calendar year. Finally, it is prayed that the claim petition may be dismissed.

6. My learned predecessor vide order dated 12.12.2011 observed that no specific issue from the pleadings of the parties is framed as this Tribunal is of the view that no other issue except those referred by the appropriate Government in terms of reference requires adjudication.

7. Thereafter, workman herein filed affidavit Ex.WW1/A and tendered some documents, in support of the averments made in the claim petition. It is clear from perusal of the affidavit that all material averments contained in the statement of claim has been reiterated in his affidavit. No other witness was examined by the claimant.

8. Management, in support of its case, examined Shri Pradeep Kumar Tiwari MW1 and Shri Purnachandra Rao, MW2 and their affidavits are Ex.MW1/A and Ex.MW2/A respectively. Both parties have also tendered in evidence certain documents and I would be adverting to the same during the course of discussions.

9. I have heard Shri Harish Sharma, A/R for the claimant and Shri N.P. Gaur, A/R for the management.

10. It is clear from averments made in the statement of claim as well as affidavit Ex.WW1/A that the workman herein was engaged as a part time sweeper in Palam Vihar branch of the management on 01.01.2007. There is also evidence on record to suggest that salary of the workman was being credited in his SB account. It is clear from perusal of extract of pass book of the account Ex.WW1/2 that the SB account admittedly was in the name of Shri Dil Bahadur Basnet, House No.2641, F Block, Palam Vihar, Gurgaon. During the course of arguments, it was not disputed that the above SB account was in the name of the workman. It is further clear from perusal of entries dated 24.12.2008 onwards that different amounts have been credited in the name of the workman and entry dated 24.03.2009 clearly shows that there is mention of arrears for September 2007. An amount of Rs.17,453.15 has been credited by the bank in favour of the workman. Even subsequent entries contained in Ex.WW1/4 also shows that salary for May 2009 and salary for August 2009 was also deposited in the name of the workman. Extract of the account Ex.WW1/5 further authenticates payment of salary for August 2009 on 07.09.2009 in favour of the workman. To the same effect are the other entries contained in Ex.WW1/7 and Ex.WW1/8.

11. During the course of arguments, attention of the court was also invited to para 6 of the written statement filed by the management, wherein it is mentioned that as per records of the bank, services of the workman was utilized at Palam Vihar branch of the management as casual labour for a specified period and stop gap arrangement till post of sweeper at the said branch was filled by regularly recruited person. This admission made by the management, in its pleadings clearly establishes engagement of claimant herein a part time sweeper at Palam Vihar branch by the management. It is now for the bank to show under which provision of law or norms such engagement was made by them. It is also admitted case of the parties that the work of safai karamchari is regular in nature and the management has terminated services of the workman herein so as to appoint a regular person in his place.

12. At this stage, it is appropriate to refer to the evidence adduced by the bank. It is clear from affidavit Ex.WW1/A of Shri Pradeep Kumar Tiwari, that the management has laid down policy and procedure for the engagement of part time sweepers and persons who are sponsored by the Employment Exchange or who have responded to the notification issued by the Bank are considered for the said post. The workman was neither sponsored by the Employment Exchange nor applied for the post. As such, his services in fact were never terminated by the Deputy General Manager of the bank. Though in para 3 it is alleged that the workman was never appointed as part time sweeper by the management at any point of time, however, in the same para it is clearly mentioned services of the workman were utilized at Palam Vihar branch as casual labour as stop gap arrangement till filling of the post of sweeper is filled up by regular recruitment. This Tribunal specifically asked the learned A/R for the management as to under which provision of law engagement of the claimant herein as casual labour or stop gap arrangement was made by the Manager of the bank. The learned A/R for the management could not cite any rules or regulations so as to show whether the engagement of the claimant herein was in violation of established norms or not. Shri Pradeep Kumar Tiwari, MW1, in his cross examination, has specifically stated that he joined Andhra Bank on 24.10.2011 and the claimant at that time was not working in the branch and the facts mentioned in his affidavit are based on record. He has admitted that services of the claimant were engaged by the management for casual jobs. There was a specific query from the Tribunal whether the management can produce documents which may reflect that the claimant was engaged intermittently for casual jobs. Time was sought by Shri Tiwari. However, he had not turned up to depose regarding this fact thereafter nor produced any evidence in support of his affidavit.

13. Shri Purnachandra Rao, MW2 has deposed that he was working with the management since 1983 and after seeing Ex.WW1/1, he deposed that claimant might have been working with the management in his capacity as casual labour. Letter Ex.WW1/1 is written by the Zonal Manager (Assistant General Manager) of the management and the same is addressed to the Assistant Labour Commissioner. It is clearly mentioned in the letter that Shri Dil Bahadur,

workman herein, has worked continuously from January 2007 till March 2010. There is also mention in the letter that the claim of the workman for regular appointment cannot be considered as the appointment is not as per the rules. But one thing is clear from the overall examination of the letter that factum of engagement of the workman herein from January 2007 to March 2010 stands proved. Shri Purnachandra Rao has also referred to the pass book of the workman and entries in Ex.WW1/2 to Ex.WW1/4 where payment of wages and bonus etc. have been credited in the account of the workman.

14. Now, the vital question which survives for consideration is whether engagement of part time sweeper of casual labour, as admitted by the management in its evidence as well as pleadings, creates relationship of employer and employee between the parties. For an answer to this proposition, it is to be appreciated as to how contract of service is entered between the parties. Law is clear that relationship of employer and employee can be constituted either by a express or by implied contract between employer and employee. A contract of service is one in which a person undertakes to serve another and to obey all reasonable orders of the master. A contract can also be inferred from the conduct and circumstances of the case. It is evident from the evidence of MW1 as well as MW2 as well as admission made in para 6 of the written statement that the workman herein was engaged as casual labour. The same, in my humble and considered view, constitutes relationship of employer and employee or master and servant between the parties. Admittedly, claimant was engaged as part time sweeper and para 508 of Shastri award classifies employees as: (a) permanent employees, (b) probationers, (c) temporary employees, (d) part time employees. Part time employee 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.” Therefore, it is emerging over the record that the bank engages part time employees also. Such part time employees are subject to discipline of the bank, when they render services as per the award and settlement. Consequently it does not lie in the mouth of the bank that the claimant was not its employee. Shri Dil Bahadur was an employee of the bank, who was engaged on part time basis.

15. In view of the above discussion, there is hardly any merit in the contention of the A/R for the management that the claimant was simply engaged to do day today work and hence does not fall within the definition of ‘workman’ under the ID Act.

16. It is also held by the Hon’ble Apex Court in *Devende Singh vs. Municipal Council Sanaur* (2011) SCC 2532 while interpreting definition of workman as contained in Section 2(s) of the Act as under:

‘The source of employment, the method of recruitment, the terms and conditions of employment/contract of service, the quantum of wages/pay and the mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of [Section 2\(s\)](#) of the Act. The definition of workman also does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plain language of [Section 2\(s\)](#) from which it can be inferred that only a person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman.’

17. It is clear that use of expression such as ‘casual’ or ‘temporary’ would be of much value and what is to be seen is whether the workman is doing services for the employer, who is paying wages to him for the said service. There is nothing on record to suggest that the workman has not served for 240 days in any calendar year. The management has not even taken care to produce attendance register or any other document so as to show that in a given year, the workman herein has not worked for 240 days. Resultantly, this Tribunal is bound to draw adverse inference against the management.

18. During the course of arguments, learned A/R for the management heavily relied upon ratio of the case in *Secretary State of Karnataka vs. Uma Devi* (2006) (4) SCC 1. So as to show that the workman herein was not recruited in accordance with the rules and regulations inasmuch as no application was invited for the said post nor any procedure whatsoever was followed by the bank at the time of engagement of the workman herein as part time sweeper etc.

19. I have carefully gone through the ratio of law in the above rulings and in fact in the said case the Hon’ble Apex Court has considered abstract question of law as to whether when an appointment made in derogation of rules and procedures meant for the said post, whether such employment would be in consonance with law or the employee can claim regular status when no rules or regulations were followed while making such appointment. Hon’ble Apex Court has also drawn distinction between ‘irregular appointment’ and ‘illegal appointment’. In fact, in the said case, Hon’ble Apex Court was not at all concerned with the employment of casual labour or daily wagers etc. Ratio of *Uma Devi* case also came up for consideration before the Hon’ble Apex Court in *ONGC vs. Petroleum Coal Labour Union* (2015) Lab IC 2483. In the said case, it was clarified as under:

“Even though due procedure was not followed by the Corporation for the appointment of the concerned workmen, this does not disentitle them of their right to seek regularization of their services by the Corporation under the provisions of the Certified Standing Orders, after they have rendered more than 240 days of service in a calendar year from the date of the memorandum of appointment issued to each one of the concerned workmen

in the year 1988. The alleged "policy decision" to appoint CISF personnel to the security post is on deputation basis and cannot be called appointment per se. Whereas, the concerned workmen have acquired their right to be regularized under the provision of Clause 2(ii) of the 'Certified Standing Orders.

Further, the concerned workmen have clearly completed more than 240 days of services subsequent to the memorandum of appointment issued by the Corporation in the year 1988 in a period of twelve calendar months, therefore, they are entitled for regularization of their services into permanent posts of the Corporation as per the Act as well as the Certified Standing Orders of the Corporation."

20. Thus, it is clear from the above, that in Uma Devi Case, question of employment of workman under the industrial disputes act was not involved at all and ratio of the said case was held not to be applicable so far as question of termination of workman under the ID Act was concerned. This fact is amply demonstrated from the following paras:

"Uma Devi does not denude the Industrial and Labour Courts of their statutory power under Section 30 read with Section 32 of the MRTU and PULP Act to order permanency of the workers who have been victims of unfair labour practice on the part of the employer under Item 6 of Schedule IV where the posts on which they have been working exist. Umadevi cannot be held to have overridden the powers of the Industrial and Labour Courts in passing appropriate order under Section 30 of the MRTU and the PULP Act, once unfair labour practice on the part of the employer under Item 6 of Schedule IV is established."

21. Even provisions of the Industrial Disputes Act and the powers of the Industrial and Labour Courts were not at all under consideration in Uma Devi case nor the issue pertaining to unfair labour practice was the subject matter of decision in the said case. Resultantly, when claimant has been held to be a workman under Section 2(s) of the ID Act, question of irregular or illegal appointment would pale into insignificance, particularly when no order of termination was issued to the said workman, which is patently against Section 25F of the Act. Management followed policy of hire and fire in a whimsical manner, leaving the workman at the mercy of God.

22. Hon'ble Apex Court in the case of Ajay Pal Singh vs. Haryana Warehousing Corporation (2015) 6 SC 321 again considered ratio of Uma Devi case (supra) relied upon by the management and held as under:

"When no such plea is taken by the employer in the order of retrenchment that the workman was appointed in violation of Articles 14 and 16 of the Constitution of India or in violation of any statutory rule or his appointment was a backdoor appointment, while Page 15 granting relief, the employer cannot take a plea that initial appointment was in violation of Articles 14 and 16 of the Constitution of India, in absence of a reference made by the appropriate Government for determination of question whether the initial appointment of the workman was in violation of Articles 14 and 16 of the Constitution of India or statutory rules. Only if such reference is made, a workman is required to lead evidence to prove that he was appointed by following procedure prescribed under the Rules and his initial appointment was legal."

23. Since in the case in hand, there is no reference made by the appropriate Government for determination of the question whether appointment of the workmen herein are in violation of Article 14 and 16 of the Constitution or their initial appointment are illegal or against the statutory rule, as such, Uma Devi case is not at all of any legal help to the case of the management. It is also necessary to mention here that there is ample evidence on record that the workmen herein were not even being paid minimum wages, which is statutory requirement under the Minimum Wages Act and the same amounts to commission of unfair labour practice.

Relief

24. In view of the discussions above, it is held that action of the management in terminating services of the workman herein is illegal, null and void. As a sequitur to the above, it is also held that the workman herein is entitled for reinstatement with 50% back wages inasmuch as the workman herein has not averred in the claim statement that he remained unemployed from the date of his termination till date. An award is accordingly passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : December 14, 2015

A. C. DOGRA, Presiding Officer

नई दिल्ली, 23 दिसम्बर, 2015

का.आ. 41.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार युको बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद के पंचाट (संदर्भ संख्या 46/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.12.2015 को प्राप्त हुआ था।

[सं. एल-12012/41/2009-आई आर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 23rd December, 2015

S.O. 41.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 46/2009**) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, **No.1, Dhanbad** as shown in the Annexure, in the industrial dispute between the management of **UCO Bank** and their workman, received by the Central Government on 23/12/2015.

[No. L-12012/41/2009-IR(B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD**

In the matter of reference U/S 10(1) (d) (2A) of I.D. Act, 1947

Reference No. 46 of 2009

Employer in relation to the management of UCO Bank , Jharia Branch

AND

Their workman

Present :- Sri R. K. Saran, Presiding Officer**Appearances:**

For the Employers :- Shri Md. Hasnain Ansari, Advocate

For the Workman :- .Shri D. Mukherjee, Advocate

State:-Jharkhand

Industry :- Banking

Dated :- 14/10/2015

AWARD

By order No.-L-12012/41/2009 IR-(B-II), dated. 03/08/2009 the Central Govt. in the Ministry of Labour has, in exercise of 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 disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of UCO Bank Jharia Branch in denying regularisation of Sri Ravindra Ram, Sri Raju modak, Smt. Pratima Devi and Sri Rajesh Kumar Sarwan and also not paying the wages as per scale laid down in the Desai/Sastry Award (Bipartite Settlement) inspite of working for more than 07 to 15 years approx are justified? What relief these workmen are entitled to?”

2. This case is received from the Ministry of Labour on 17.08.2009. After receipt of reference, both parties are noticed. The Sponsoring Union files their written statement on 19.02.2010 After long delay. the management files their written statement -cum-rejoinder on 20.06.2013.

3. The concerned workman are the casual employee under the Bank management , and they prayed for regularisation and heigher wage as per shastri Award but Shastri award has not been placed before me.

4. On perusal of the written statement of the workman it is learn that Sri Rajesh Kumar Sarwan was regularised during the conciliation proceeding with immediate effect but rest three workman is left for regularisation.

4. During the preliminary hearing, Id. Counsel of the management submits that process of regularization matter is taken up by higher authority It is also reveals that all workman is working continuously, it seems that he was working more than 240 days in a year.

5. The concerned workman is now working as casual workmanand that be continued. But steps be take in to observe them first and regularise them within six months from the date of publication of the award.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 28 दिसम्बर, 2015

का.आ. 42.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **अग्नि इंडिया (आई एफ सी आई नेहरू प्लेस)** के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण **दिल्ली** के पंचाट (संदर्भ संख्या **137/2015**) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28/12/2015 प्राप्त हुआ था।

[सं. एल-12012/58/2015-आईआर (बी-1)]

विनय कुमार, अनुभाग अधिकारी

New Delhi, the 28th December, 2015

S.O. 42.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 137/2015**) of the Cent.Govt.Indus.Tribunal-cum-Labour Court **No. 1, Delhi** as shown in the Annexure, in the industrial dispute between the management of **Agni India (I.F.C.I.Nehru Place)** and their workman, received by the Central Government on 28/12/2015.

[No. L-12012/58/2015- IR(B-I)]

VINAY KUMAR, Section Officer

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO.1, KARKARDOOMA COURT COMPLEX, DELHI

ID No.137/2015

Shri Chet Ram,
R/o House No.10218/9,
Bhagat Singh Nagar, Karol Bagh,
New Delhi 110 005

.....Workman

Versus

Agni India (I.F.C.I. Nehru Place),
A2B/56C, Ekta Apartment,
Paschim Vihar,
New Delhi 110 063

...Management

AWARD

Central Government, vide letter No. L-12012/58/2015-IR(B-1) dated 15.06.2015, referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the management in terminating the services of the workman Shri Chet Ram is illegal and /or unjustified and, if yes to what relief is the workman entitled and what directions are necessary in this respect?”

2. In the reference order, the appropriate Government commanded the party raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, the claimant opted not to file his claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the claimant as well as the management. Neither the postal article, referred above, was received back nor was it observed by the Tribunal that postal services remained affected in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite sending notice by registered A.D., neither the claimant nor any authorized representative on his behalf appeared before the Tribunal so as to pursue his case. Thus, it is clear that the claimant is not interested in adjudication of the reference on merits.

4. Since the claimant has neither filed his statement of claim nor has he led any evidence so as to prove his cause against the management, as such, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated December 14, 2015

A. C. DOGRA, Presiding Officer

नई दिल्ली, 28 दिसम्बर, 2015

का.आ. 43.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मध्य बिहार ग्रामीण बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण धनबाद के पंचाट (संदर्भ संख्या 47/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28/12/2015 प्राप्त हुआ था।

[सं. एल-12012/67/2015-आई आर (बी-1)]

विनय कुमार, अनुभाग अधिकारी

New Delhi, the 28th December, 2015

S.O. 43.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 47/2015**) of the Cent.Govt.Indus.Tribunal-cum-Labour Court **No.2, Dhanabad** as shown in the Annexure, in the industrial dispute between the management of **Madhya Bihar Gramin Bank** and their workman, received by the Central Government on 28/12/2015.

[No. L-12012/67/2015- IR(B-I)]

VINAY KUMAR, Section Officer

ANNEXURE

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

PRESENT

Shri R.K.Saran, Presiding Officer

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

REFERENCE NO 47 OF 2015

PARTIES : Sri Anil Kumar,
S/o Sri Uma Prasad,
Vill: Chak Dharmpur,
Gurakshini Debisthan, Warsaliganj, Nawada-805130

Vs.

The Chairman,
Madhya Bihar Gramin Bank,
H.O. Meena Plaza, South of Museum, Patna (Bihar)

Order No.L-12012/67/2015-IR(B-I) dated 30.06.2015

APPEARANCES :

On behalf of the workman/Union : None

On behalf of the Management : None

State : Bihar

Industry : Banking

Dhanbad, Dated, the 09th November, 2015

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act.,1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. **L-12012/67/2015-IR (B-I) dated 30.06.2015.**

SCHEDULE

“Whether the action of the Management of MGGB to impose se a punishment of dismissal from service to Shri Anil Kumar after a defective enquiry in volition of Natural Justice was proportionate? If not, what relief the workman was entitled for?”

2. Neither the workman nor the Management Representative is present nor any W.S. submitted by the workman despite Regd. Notice with A.D. dated 20th July,2015 since its registration in the Tribunal on 08.07.2015 barring in the very beginning the Management Representative by merely filing an petition naming Shri Dhanjay Kumar as its Ld Lawyer on behalf of theirs. The case of the workman involves around imposition of punishment of dismissal citing

violation of Natural justice and, though the workman has clearly expressed his unwillingness to contest the case further for final adjudication which reflected by the Order Sheet on 23.09.2015.

On sum up of the whole the case record, it seems neither the workman nor the Management remain no longer interested to go in for final adjudication rather prepare to close the case as there is no dispute between them. The same view, the Tribunal also shares with. Under such circumstances, it would be imperative to close it down without any further losing the precious time and energy of the Tribunal. Now the case is disposed of as No Dispute. And hence accordingly, an Award of 'No Dispute' is passed.

R. K. SARAN, Presiding Officer

नई दिल्ली, 28 दिसम्बर, 2015

का.आ. 44.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण पटना के पंचाट [संदर्भ संख्या **04 (C) of 2011**] को प्रकाशित करती है, जो केन्द्रीय सरकार को 28/12/2015 को प्राप्त हुआ था।

[सं. एल-12025/01/2015-आई आर (बी-1)]

विनय कुमार, अनुभाग अधिकारी

New Delhi, the 28th December, 2015

S.O. 44.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award [**I. D. Case No. 04 (C) of 2011**] of the Indus.Tribunal-cum-Labour Court **Patna** as shown in the Annexure, in the industrial dispute between the management of **State Bank of India** and their workman, received by the Central Government on 28/12/2015.

[No. L-12025/01/2015- IR(B-I)]

VINAY KUMAR, Section Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PATNA

I. D. CASE NO. 04(C) OF 2011

Between The management of Assistant General Manager (Administration) State Bank of India, Administrative Office, Bhowesh Bhawan Beatson Road, Khanjarpur, Bhagalpur, 812001 and their workman Sri Sudhanshu Shekhar Ghosh, S/O- Sri Nishi Chandra Ghosh, resident of Naya Tola Bihari (Back of PWD Inspection Bungalow), P.S- Jamui, Dist.- Jamui (Bihar)-811307.

For the management	:	Md. Noor Alam Eadrishi, Law Officer, Local Head Office, SBI, Patna.
		Shri Ajit Kumar Verma, Manager, (HR), SBI, R.B.O, Munger, Bhagalpur
For the workman	:	Sri B. Prasad, General Secretary, Bank Employees Federation, Bihar.
Present	:	Bipin Dutta Pathak
		Presiding Officer, Industrial Tribunal, Patna.

AWARD

Patna, dated 30th November, 2015

1. In the written statement of claim on behalf of the workman it has been stated that Industrial Dispute is arising out of the action of the management of State Bank of India, Administrative Office, Bhowesh Bhawan, Bestson Road, Khanjarpur, Bhagalpur, while imposing the punishment of “ Dismissal from Bank’s Service with three months pay in lieu of Notice.”

It has been stated that Industrial Dispute was raised before Assistant Labour Commissioner (Central), Patna on 18.01.2011. A period of three month elapsed. Under dispute could not resolved. Under the above circumstances, application has been filed before this Tribunal as per provisions of Section 2A (1) & (2) of the Industrial Dispute (Amemdment) Act,2010.

It has been stated that Sri Shudhanshu Shekhar Ghosh after selection of appointment. Joined the services of State Bank of India on 08.09.1981 as Assistant at Jamui Branch. He elected as Secretary of State Bank of India Staff Association. He organized the employees. He launched agitation against the Management in the interest of the justice. Due to this he became an eyesore of the management. He was placed under suspension w.e.f 29.03.1996. His basic pay was even reduced to minimum basic pay. He was even removed from services of the Bank. While working at Jamui Branch he has been transferred to Godda Branch, where he was sanctioned a temporary loan of Rs. 40,000/- (Rs. Forty

Thousand) for meeting the medical expenses of his wife which was adjusted in due course. Management lodged a criminal case against the workman. He was convicted by the Trial Court. Following conviction, he was dismissed. He preferred an appeal before the Hon'ble District & Session Judge, Jamui and Appellate Court set-aside the order of lower court and acquitted all the charges. Thereafter he was placed under suspension retrospectively. Management conducted domestic enquiry. Worker was suffering from liver ailment, he could not participate in enquiry and used to sent representation along with Medical Certificate. Enquiry officer conducted the enquiry ex-parte and proved the charges against him. Disciplinary Authority passed order of dismissal against him by order dated- 21.01.2009. The workman was not supplied copy of appointment letter of Disciplinary Authority and Appellate Authority. Action of the management in inflicting the punishment of dismissal from the services of the Bank on the workman is neither legal nor justified.

2. Written statement has been filed on behalf of the management (Bank) stating therein that workman was an employee of the bank and was posted at Jamui branch. Charge sheet for committing serious misconduct was made against him. He was suspended from 29.03.1996. Workman denied the allegation and pleaded not guilty and enquiry was constituted in which he participated. He was given full opportunities to defend himself. Enquiry officer found charges proved. Disciplinary Authority upon consideration facts and circumstances and the findings of the enquiry officer, passed a punishment order of removal from service on 28.05.1999. Workman preferred an appeal. Appellate authority allowed the appeal and he (workman) was ordered for reinstatement in service. However, by way of punishment he was directed to join at the lowest salary of the grade.

While he was working at Khagaria Branch, a fraud committed by him, was detected while he was posted at Jamui Branch. Fraud was committed on 22.05.1996. FIR was lodged with police by the Jamui Branch. Learned Magistrate convicted him an awarded rigorous imprisonment for three years with fine.

Workman filed an appeal before the Additional Session Judge, who set aside the conviction order.

While misconduct was detected by Jamui Branch. A charge sheet was issued. It was alleged that about 22.05.1996 he obtained three STDs from the Jamui Branch by executing Indemnity Bond though Original STDs were already with him. All the STDs were in the joint name of Mr. Ghosh and Smt. Sabita Ghosh payable to E or S. This was gross misconduct in terms of clause 5(C), (D), (E),(I), and (M) of the Bipartite Settlement dated 10th April, 2002. He was also given a chance to visit Jamui Branch and Godda Branch for a day or two for persuing the relative records in presence of the Branch Manager or any authorized person and was asked to submit his explanation.

He submitted explanation dated-02.11.2002 and denied the charges.

Departmental enquiry was initiated. Enquiry commenced from 17.12.2007 upto 30.09.2008. Enquiry report was submitted on 06.10.2008. Sri Sudhanshu Shekhar Ghosh did not attend the enquiry. Enquiry proceeded ex-parte. However, before submission of the enquiry report, Disciplinary Authority by his letter dated- 04.03.2008 advised the enquiry officer to re open the enquiry giving the applicant a chance to put up his defence. Enquiry started de-novo on 13.03.2008 and concluded on 22.07.2008 but the applicant did not attend. Enquiry report was submitted on 06.10.2008. Enquiry officer found all the allegations proved against workman. A copy of the enquiry report was sent to the workman which was received by him on 01.11.2008. He had again ignored to make any submission on the findings of the enquiry report. Disciplinary authority awarded punishment of dismissal from bank service with three months pay. Delinquent preferred appeal before appellate authority who passed order on 09.05.2009. Workman had preferred an appeal against conviction. Appellate court set-aside the order of conviction dated-04.03.2006.

Workman submitted application before the Regional Labour commissioner. Notice was issued from the conciliation officer. Without awaiting for the results of the conciliation proceedings, workman filed application u/s 2A (!) (2) of the Industrial Disputes Amendment Act, 2010. Management submitted his preliminary objection relating to the maintainability of the application in the present format which is still under consideration. Workman had filed an application had taken temporary loan and committed a fraud. He obtained duplicate STDs from Jamui Branch by executing indemnity bond though the original STDs were already with him. It has been stated that mere acquittal by the Appellate Authority in Session Trial will not debar from taking any disciplinary action.

3. Rejoinder to the written statement of the management has been filed on behalf of the workman. In which it has been stated Appellate Authority acted with closed mind and without application of proper mind, order passed by disciplinary authority.

4. Three witnesses have been examined on behalf of the management. M.W-1 Md. Gaffar, Chief Manager in S.B.I main branch, Jamui who stated that six charges were framed against Mr. Sudhanshu Shekhar Ghos. At that time he was working at clerk-cum-cashier at Jamui Main Branch. He had obtained from the bank " 3 TDRs (terms deposit receipt) for Rs. 20,000/- of 2 TDRs and of Rs. 10,000/- of one TDR. He had written to Jamui Branch that all the three STDs are missing and he requested to issue duplicate TDRs. He has also requested in the same petition for premature payment of those TDRs. Application has been marked as Ext.-M and all the TDRs marked as Ext.- M/1, M/2, M/3. He has submitted indemnity bond of Rs. 50,000/- marked as Ext.-M/4. After submitting duplicate TDRs he obtained to premature payment on the same date. He had given an application dated- 19.05.1996 to the Branch Manager Godda requesting him to sanction a demand loan of Rs. 40,000/- against STDs No.- 077888 & 077889. Application dated-19.05.1996 has been marked as Ext.-M/5 and both STDs is marked as Ext.-M/6 & M/7. Branch Manager had sanctioned loan on

30.05.1995. Mr Ghosh furnished the three loan documents those are marked as Ext.-M/8, M/9, M/10. Bank has lodged FIR before police at Jamui. In that case Mr. Ghosh was convicted from the court of 1st class magistrate. He preferred appeal against order of conviction and in appeal judgement passed by the magistrate was set aside and order of conviction was also set aside. Bank issued a charge sheet against him which has been marked as Ext.-M/11. Departmental proceeding was initiated against Mr. Ghosh in another matter. After allowing the appeal against the judgement of conviction, bank initiated departmental proceedings in the matter of charge sheet issued earlier and finally dismissed him in that departmental proceeding.

In cross-examination this witness stated that prior to 1996 Mr. Ghosh was posted at Jamui. The time, period of taking premature payment and taking loan against original TDRs was gap of 20 days. At that time witness was posted at Zonal Office at Ranchi of the bank. He had no occasion to work with Mr. Ghosh. He does not personally identify signature of Mr. Ghosh. In further cross-examination he further stated that Mr. Ghosh applied for loan perhaps on 30th June, 1996. At that time he was under suspension and was attached to Godda Branch. Prior to sanction of loan it was duty of the branch manager and concerned officer to verify the document. Loan was granted most probably on next date. It was responsibility of Godda Branch to verify and examine the security. This witness has no knowledge that Mr. Ghosh had also submitted same KVP and NSC for obtaining loan. Charge sheet is dated-11.10.2002 and it appears that there are five charges against Mr. Ghosh. Charge sheet marked as Ext.-M/12. This witness has no knowledge that Mr. Ghosh had filed repeatedly petition before enquiry officer that he was suffering from Joundish. Ex-parte enquiry was done. Loan was granted to Mr. Ghosh on 30.06.1996 but this witness does not remember the date of recovery of the loan amount. He stated that after recovery of principle amount of the loan and due interest there on, the matter is finished. Granting loan and thereafter recovery of principle amount with due interest, the transaction is not a fraudulent loan.

5. M.W-2 Sanjay Chatrjee sales planner in S.B.I. He stated that in 1996 he was posted at Jamui as clerk-cum-cashier and Shudhanshu Shekhar Ghosh was posted with him. In Jamui branch in the year 1996-97 Shudhanshu Shekhar Ghosh arrived before him taking some documents. Which documents is Ext.-M at that time S.S. Ghosh was not posted there and at that time he was under suspension and was attached with Godda branch. He was suspended due to misbehaviour. He stated that his fixed deposit certificate is misplaced and to take premature payment on duplicate certificate. This witness replied him before to payment loan, he will have to take order from branch manager and he will submit indemnity bond. Mr Ghosh arrived by taking permission from branch manager for premature payment on duplicate certificate that has been marked as Ext.-M. Indemnity bond marked as M/4. All the STDRs has been marked as Ext.- M/1, M/2, M/3. Payment was made to Mr. Ghosh through his account. Thereafter Mr. Ghosh had gone. After one week Mr. Ghosh arrived in the bank before branch manager Mr. M.Z. Tuddu. He had arrived with envelope, he told to Mr. Tuddu to receive the envelope. Mr. Ghosh was angry. Mr Tuddu replied to wait and he will see the matter. Mr. Ghosh became more angry and began to abuse. This witness tried to intervene. Staff and many person gathered Mr. Ghosh was removed from there. Mr. Tuddu informed the senior officer.

In cross-examination he has stated that this witness has no passing power in the matter of premature payment of TDR but this witness knows that loan was taken against original TDR. He stated that perhaps B.N. Prasad and Upendra Narayan Pathak were guaranter at the payment of duplicate TDR. FIR was lodged by S.S. Ghosh stating assault with him which has been marked as Ext.-W. Ext.-W/1 is the enquiry report.

6. Next witness is M.W-3 Manjhee Zubaraj Tudoo. This witness is retired bank manager. Who identified Mr. S.S. Ghosh. This witness was posted at Jamui branch from 1994 to 1998 and there Mr. Ghosh posted as clerk and this witness was Dy. Manager. At that time case was going against Mr. Ghosh for disciplinary and misbehaviour. Mr. Ghosh had scuffle with one staff namely Praveen Agrawal and misbehaviour with branch manager Anandi Singh. He was suspended and was attached with Godda branch. This witness has no knowledge about the action against him and departmental enquiry.

Mr. Ghosh had done misbehaviour with this witness on 31.05.1996. Mr. Ghosh arrived with one envelope and told this witness to receive the same. This witness told to wait and Mr. Ghosh became angry. He made attempt to scuffle with him.

At Godda branch Mr. Ghosh arrived and prayed for duplicate STDRs because original was misplaced. He has given application for the same marked as Ext.-M. Duplicate STDRs is marked as Ext.-M/1 and M/2. He obtained payment on duplicate STDR. He submitted indemnity bond.

This witness learnt that Mr. Ghosh had obtained loan on original STDR. Departmental enquiry was conducted against him but this witness has no knowledge what punishment was given to him.

In cross-examination he stated that he is acquainted with Anandi Singh who was PV (Personal Manager). This witness did not identify the signature of Anandi Singh and that letter is marked as X-for identification.

In further cross-examination he stated that he is acquainted with the facts of this case. He stated that on Ext.-M/13 signature appears to be of Anandi Singh. Original certificate of STDR was obtained later on because it was misplaced and original certificate was sent of Godda branch. Wife of Sri Ghosh was seriously ill as such he applied for loan. This witness did not reply satisfactory that Mr. Ghosh had gone to bank for obtaining loan on NSC, manager had

stated that after verifying NSC loan will be granted and time will be taken in this matter. So he advised to obtain loan on original STDR and later on to replace it from NSC. Loan has been adjusted. He further stated that from the letter it appears that Mr. Ghosh has produced NSC from which loan was adjusted. Apart from this he had submitted cheque of Rs. 6520 and has placed NSC. From Ext.-M/14 it appears that permission was sought for whether demand loan of Rs 45,000 may be granted and loan was recovered with interest.

He further stated that Mr. Ghosh had not misbehaved nor made scuffle with him. He has not misbehaved nor done scuffle with any other staff. It may be possible that since he was secretary of the union as such under pressure higher authority, he would have been punished. He further stated that his earlier evidence was as per dictation of law officer.

7. Single witness has been examined on behalf of the workman. W.W-1 Sudhanshu Shekhar Ghosh (delinquent worker). He stated that he joined in State Bank of India, Jamui Branch on 01.09.1981. He was secretary of the union and used to raise matter of the worker with bank authority. In the 1996 bank has issued charge sheet and departmental proceeding was held. Lastly he was punished with removal from service on 28.05.1999. He preferred appeal and there was order of reinstate in service on 07.07.2000. Thereafter again he was charge sheeted on 11.10.2000 and bank lodged criminal case against him and he was punished thereafter, he was dismissal from service on 17.07.2003. He preferred appeal against the sentence order, passed from C.J.M Court. Appeal was allowed and conviction and sentence was set aside. He had written to the bank, bank suspended him on in March,2007. He has identified Ext.W/2 & W/3.

He had obtained STDR of Rs. 50,000/-. His wife was ill as such he obtained premature payment on STDR. Original STDR was submitted in the branch which could not traced in the bank at that time, on the basis of duplicate premature payment was given to him.

He was posted at Godda branch he applied for loan against NSC because he had go to Madras for treatment of his wife. Wife burned upto 90%. Branch manager told that his original STDR has been traced. NSC is of Jamui branch and it will be verified at Godda then loan will be granted. So he advised to take loan on original STDR and later on to substitute NSC. Further he stated that he obtained loan of 40,000/- against NSC of 50,000/-. On the instruction of branch manager he obtain loan on STDR. Prior to that he applied for laon against NSC. He denied misbehaviour done with Biresh Kumar, Ashim Kumar Roy, M.Z.Tuddu, Sanjay Chaterjee and Chandradeo Sah. He denied that he caused loss to the bank. Part payment of the loan amount was done from salary. Later on, on 27.01.1997 he made complete payment along with interest.

In cross-examination he identified charge sheet marked as Ext.- M/15. Further he stated that there is no meaning of that charge sheet in this case. Further has stated that in that case he was punished for lowest pay of scale. He identified Ext.-M/16 which is order of disciplinary proceeding. He also stated about the first page of Ext.-W/2 which was attached. He identified Ext.-M/17 and Ext.-M/18. Ext.-M/18 marked with objection. He stated that letter dated-10.07.2003 was received by him on 17.07.2003 at Khagaria branch. He further stated that he has given original STDR at Jamui branch to accountant in good faith.

8. Documents Extd. on behalf of the management are Ext.-M in which prayer has been made to issue duplicate STDR he enclosed indemnity bond for necessary action. Ext.-M/1 to M/3 are photo stat of duplicate STDR and Ext.-M/4 is indemnity bond. Ext.-M/5 is the letter dated- 19.09.1996 given by Mr. Ghosh to branch manager, Godda for demand loan against original STDR of Rs. 40,000/- Ext.- M/6, M/7 is the original STDR. Ext.- M/8 is security delivery letter. Ext.- M/9 is promissory note. Ext.-M/11 has been marked as Ext.-M/12 which is the letter of disciplinary authority dated-11.10.2002 sent to Mr. Ghosh. Alleging therein that :-

(A) On 22.05.1996 you allegedly obtained the undernoted- duplicate STDRs from our jamui Branch by executing indemnity bond though the original STDRs were already with you.

Duplicate STDR No.	Amount	Original STDR No.	Date of Orig. STDR	Due date
857577	10000/-	077887	01.02.96	01.02.99
857578	20000/-	077888	01.02.06	01.02.99
857579	20000/-	077889	01.02.96	01.02.99

All the above three STDRs were in the joint name of you and Smt. Sabita Ghosh payable to " E or S ".

(B) You allegedly encashed the aforesaid duplicate STDRs before maturity on 22.05.96 at our Jamui Branch and thereafter obtained demand loan of Rs. 40000/- (Rupees forty thousand only) from our Godda Branch on 30.05.96 against the aforesaid original STDR Nos. 077888 & 077889 each for Rs. 20000/- and thereby defrauded the Bank.

(C) You allegedly received from our Godda Branch list of other originsing debit and credit Transfer Responding dated-30.05.96 issued by our Godda Branch on our Jamui Branch alongwith the relative valuable documents and Godda Branch letter No.- Br./11 dated- 30.05.96, against your acknowledgement, for onward delivery to

- our Jamui Branch. You went to our Jamui Branch with the aforesaid papers on 31.05.1996 and when Shri M.Z.Tuddu, the then officiating Branch Manager thereat showed his inability to sanction enhancement in your O.D. limit, you allegedly abused him and also tried to physically assault Shri Tuddu in the Jamui Branch premises.
- (D) Shri Sanjay Chatterjee C/C, Shri Biresh Kumar, C/T and Shri Ashim Kumar Roy C/T of our Jamui Branch wanted to protect Shri Tuddu from the aforesaid alleged manhandling by you and you allegedly abused them also.
- (E) Due to your abovesaid alleged disorderly and indecent behaviour in Jamui Branch Premises Shri Chandradeb Sah, Guard, came to pacify the matter but you abused him also and left the Branch with all the aforesaid documents without delivering the same to the Branch Manager, Jamui Branch, causing prejudice to the interest of the Bank.

Ext.-M/13 is the letter proved by witness (M.W-3). This is a letter sent to Asst. General Manager, SBI, Bhagalpur by Mr. Anandi Singh in which he has stated that he on the instigation of incharge branch manager Jamui wrote letter for suspension. He committed gave mistake. He should not have done. He asked pardon from him for such thing. He further stated that for mistake committed by him, Mr. Sudhanshu Shekhar Ghosh has been punished. He requested to exonerate Mr. Ghosh from all the charges. From Ext.-M/14 it appears that Monindar Kumar, Branch Manager, SBI, Jamui has sent letter to Asst. General Manager Region-V, State Bank of India, Zonal Office. In which he has stated that after much persuasion Shri Ghosh has handed over NSC with Rs. 50,000/- for adjusting the amount by taking a demand loan of Rs. 45000/- and given a chehque for Rs. 6520/- of Union Bank of India, Jamui favouring Sri Upendra Narayan Pathak one of the securities for cash payment (Duplicate STDR is for Rs. 50,000/- and interest paid there on Rs.1520/-). NSC has been pledged with our Branch. Please instruct whether we can sanction demand loan of Rs. 45000/- on NSC of Rs. 50,000/- to Sri Ghosh as a special case to safeguard the Bank interest or not. Ext.-M/15 is charge sheet. Five charges were framed against him. Charge sheet received on 14.06.96. Ext.-M/16 is disciplinary proceedings and speaking order by which penalty of removal from service was given to Mr. Ghosh. Ext.-M/17 is the resolution of union by which Ghosh was removed from on the post of secretary of the union. Ext.-M/18 is opinion of the staff against the Mr. Ghosh for recording view for the incident dt- 26.02.96. Ext.-M/19, by which information for departmental enquiry was given to Mr. Ghosh, this letter is dated-15.02.2007.

9. Ext.-W is the fardbayan of Mr. Ghosh before Jamui Police Station on 31.05.1996 against several staff. Ext.-W/1 is injury report of Mr Ghosh. Letter marked as X has already been marked as Ext.-M/13. Ext.-W/3 is memo of appeal preferred by Mr. Ghosh. Ext.-W/2 it is speaking order of appeal in which order dated- 28.05.1999 of D.A was set aside and Mr. Ghosh was reinstated.

10. Written argument has been filed on behalf of the workman in which charge sheet dated-11.10.2002 has been stated. It has been stated that on charge no.- IV and V which is about manhandling and abusing by Mr. Ghosh. In this regard it has been stated that relative witness Sri Biresh Kumar, Mr. Ashim Kumar Roy, Chandradeo Sah were not examined. Management failed to produce him. Accordingly, charge no.-IV & V could not be proved. Deposition of Sanjay chatterjee M.W-2 is beyond the charge sheet. The charge sheet never alleges physical assult of Mr. Tuddu. MW.- 3 Mr. M.Z.Tuddu has stated that Mr. Ghosh had not misbehaved with him and not made scuffle with him. He had not misbehaved or made scuffle with any other staff. He further stated that Mr. Ghosh was secretary of the union. It might be possible that being secretary of the union on the pressure of higher authority he might have been punished. His earlier deposition was on the dictate of law officer. In respect of charge no.-1 for obtaining three duplicate STDRs by executive indemnity bond though original STDR already with him. It has been stated by M.W-3 M.Z. Tuddu who has stated that original STDR of Mr. Ghosh was traced because ealier it was misplaced. He has sent original certificate to Godda branch. In regard to charge no.-2 which is for encashment of duplicate STDR before maturity on 22.05.1996 as Jamui branch and thereafter obtain demand loan of Rs. 40,000/- from Godda Branch against original STDR and there by defrauding the bank. It has been submitted that charge no.-2 relates to encashment duplicate are on premature basis. It has also been stated that on obtaining loan workman submitted his loan application for treatment of his wife who suffered 90% burn injury. It was duty of the sanctioning authority i.e the Branch Manager of Godda Branch. He verified the genuineness of the STDRs. The facts remains that there were NSCs also of P.O Jamui which has been submitted by the workman as collateral security. M.W-3 in para-12 stated that it appears from the letter that Mr. Ghosh has submitted NSC from which loan was adjusted apart from that he had given cheque of Rs. 6520/- and pledged NSC. From Ext.-M/14 it appears that loan was recovered with interest.

11. Decision reported in AIR2015 SC (Civil) 319 has been filed on behalf of the workman which is not applicable in the case. Another decision is web copy of decision Supreme Court of India in State Bank of India and others Vs D.C. Aggarwal and another. In this case appeal of the management bank was dismissed as Disciplinary Authority found that action of the respondent did not cause any harm to the bank nor the respondnent gained out of it. Another letter dated-28.09.2000 has sent by Govt. of India for making available a copy of the CVC's advice to the concerned employee.

12. No written argument has been filed on behalf of the management but some decision has been filed on behalf of the management. First decision is AIR 2003 SC 1462 in this case bus conductor found to be carrying ticket less passengers and certain old and used tickets recovered from him which was gross misconduct/dereliction of duty. It has

been hold that bus conductor is person who deals with public money and acts in fiduciary capacity. Charges proved after an elaborate and fair enquiry, order of dismissal, not disproportionate. It has been observed it would not be proper to deal with the matter leniently. Next decision is reported in (2006) 6 Supreme Court Cases 187 in which there was misappropriation of a small amount of SRTC funds (Rs. 360.95). It was held a grave act of misconduct and order of dismissal was passed. Order of reinstatement passed by court below. An appeal of the management was allowed. Next decision is reported in (2008) I Supreme Court Cases 115 in which workman had not challenged the legality or fairness of enquiry and it was hold that punishment from removal from service awarded by the punishing authority, held, did not call for interference.

FINDINGS

13. There were five charges in the charge sheet dated- 11.10.2002. Charge No.-1 is “ On 22.05.1996 he allegedly obtained the undernoted duplicate STDRs from Jamui Branch by executing indemnity bond the original STDRs were already with him. Above named STDR were in the joint name of Mr. Ghosh and Smt. Sabita Ghosh. There is evidence of M.W-1 in para-4 and this witness stated that Mr. Ghosh had written to Jamui branch of the bank that all the three STDRs are missing and he requested to issue duplicated STDRs. This witness also referred about Ext.-M/2 to M/3. Ext.-M is application of Mr. Ghosh and Smt. Sabita Ghosh in which he stated that he want to take before maturity payment of the caption three STDRs. He has made prayer to issue duplicate STDR and obligie. He had not written that all the STDR are missing. Ext.-M/1 to M/3 photo stat of it duplicate STDRs. Ext.-M/4 is indemnity bond. In the bond it has not been stated that original STDRs were missing. But he has stated that he indemnified from and against all consequences that may arise from their so doing and from payment of the original Deposit Receipt.

14. Evidence of M.W-3 Mr. M.Z. Tuddu is relevant in this matter because he was posted at Jamui from 1994 to 1998 and Mr. Ghosh was also posted their. He stated that in para-5 that Mr. Ghosh had taken loan from Godda Branch against original STDR. This witness in cross-examination has stated that original certificate of STDR were traced later on, because earlier was misplaced and that original certificate was sent to Godda Branch. In this circumstances charge no.-1 completely failed and found not proved. Chage No.-4 that Sanjay Chatterjee, Shri Biresh Kumar and other staff of Jamui branch wanted to protect Mr Tuddu from the alleged manhandling by Mr. Ghosh and Mr. Ghosh abused them also. Charge No.-5 is also related to this matter that due to Mr. Ghosh above said alleged disorderly and indecent behaviour at the Jamui branch premises Mr. Chandradeb Sah, Guard, came to papcify the matter but Mr. Ghosh abused him also and left the branch with all the aforesaid documents without delivering the same to the Branch Manager, Jamui Branch, causing prejudice to the interest of the Bank. In this regards it appears that management witness Md. Ghaffar is not related that with the incident. It appears that evidence of M.W-1 Md. Ghaffar does not states that things. M.W-2 is Sanjay Chatterje who stated in para-7 that when Mr. Tuddu has told Mr. Ghosh to wait and he did not receive invalope and, Ghosh began to abuse. He wanted to scuffle with Mr Tuddu but many person gathered and Mr. Ghosh was removed from there. This witness had stated in para-14 that for this incident Mr Ghosh had lodged FIR and has alleged for scuffle with him, it has been marked as Ext.-W and injury report of Mr. Ghosh marked as Ext.-W/1. As such he can not be said that who had caused scuffle to sustain injury.

More ever Sri Biresh Kumar, Sri Ashim Kumar Roy have not been examined in this case. Chandradeb Sah, Guard, has also not been examined in the same. Important witness is M.W-3 Manjhee Zubaraj Tudoo who was posted with Mr. Ghosh posted along with him. This witness in examination in chief in para-2 that Mr. Ghosh had made scuffle with one Praveen Agrawal and misbehaviour with Anandi Singh both persons have not been examined in this case. In cross-examination this witness had identified Ext.-M/13. Ext.-M/13 is the letter sent to Asst. General Manager by Anandi Singh. In this letter Anandi Singh has stated that at the instigation of staff he had written letter for suspension of Mr. Ghosh. He committed grave mistake he asked parden. He further stated that he is responsible for the punishment given to Mr. Ghosh for the mistake committed by Mr Anandi Singh. He also requested to exonerate Mr. Ghosh from all the charges.

Mr. Tudoo also stated in para-13 in cross-examination Mr. Ghosh had not committed any misbehaviour or scuffle with him. Exchange of the word used to happen. As such charge no.-4 & 5 has not been proved by the management.

15. As regard charge no.- 3 which is for receiving from Godda Branch list of other originsting debit and credit transfer responding dated-30.05.1996 issued by our Godda Branch on our Jamui Branch along with the relative valuable documents and Godda Branch letter No.- Br./11 dated-30.05.1996 against your acknowledgement, for onward delivery to Jamui Branch, the aforesaid papers on 31.05.1996 and when Shri M.Z.Tuddu, the then officiating Branch Manager thereat showed his inability to sanction enhancement in your O.D. limit, you allelgedly abused him and also tried to physically assault Shri Tuddu in the Jamui Branch premises. In this regard evidence of M.W-1 does not speak anythings.

16. M.W-1 stated that Shudhanshu Shekhar Ghosh has arrived with some documents in Jamui Branch at that time he was posted at Jamui and was under suspension. He has also stated in that para-7 Mr. Ghosh has arrived in bank and told Mr. Tuddu to receive invalope and Mr. Tuddu said to wait then Mr. Ghosh became angry. What was in the invalope how Mr. Ghosh obtained, has not been explained. M.W-3 is evidence that Mr. Ghosh has told him to receive invalope and this witness told him to wait. What was the documents has not been established so charge no.-3 is not proved satisfactorily.

17. The matter remains for findings on charge no.-2 which is Mr. Ghosh allegedly encash the aforesaid duplicate STDs before maturity on 22.05.1996 at Jamui Branch and thereafter obtained demand loan of Rs. 40000/- (Rs. Forty Thousand only) from Godda Branch on 30.05.1996 against the aforesaid original STD Nos. 077888 & 077889 each for Rs. 20000/- and there by defrauded the Bank.

18. In regard to above mentioned charge, M.W-2 has stated that only about taking loan on the basis of duplicate STD. In cross-examination he has stated in para-10 that he knows that Mr. Ghosh has taken loan against original STD.

M.W-3 has stated in para-5 that he learnt that Mr. Ghosh has taken loan from Godda Branch against original STD. In cross-examination he has stated that in para-9 original certificate of STD was earlier misplaced and he sent original certificate to Godda Branch of apparently original certificate was not in custody of Mr. Ghosh. Loan was adjusted. In para-12 this witness stated that Mr. Ghosh has submitted NSC and also handed over the cheque amounting to Rs. 6520/-. M.W-1 also stated in para-7 that Mr. Ghosh had given an application dated-19.05.1996 to the Branch Manager, Godda requesting him to sanction a demand loan of Rs. 40000/- against original STD. After consideration of due evidence it appears that Mr. Ghosh has taken loan against original STD also but this original STD was in custody of the bank and earlier it was misplaced and on detection it was sent to Godda Branch. W.W-1 Mr. Ghosh has stated in para-9 that when he was posted at Godda branch then he applied for loan against NSC for treatment of his wife. In para-10 he has stated that at Godda branch, Branch Manager stated that it original STD has been traced. He also stated that NSC is of Jamui branch and when it will be verified then loan will be granted, so he advised to take loan against the original STD and to substitute NSC later on. Whatever it may be it was Mr. Ghosh who had obtained loan against original STD. It is completely wrong because he has encashed the duplicate STD before maturity on 22.05.1996 at Jamui branch. Thereafter he obtained loan of Rs. 40,000/- from Godda branch on 30.05.1996 against aforesaid original STD and defrauded the bank.

19. As such whatever it may be, it was Mr. Ghosh who had defrauded the bank and the charge no.-2 is clearly proved. Which clearly comes under the provision of 5(j) of the Bipartite Settlement dated-10.04.2002

But on consideration of the aforesaid facts and circumstances and material available on record, bank had not sustained serious loss because loan was adjusted with interest but that negligence was likely to involve the bank in serious loss.

The question for consideration is the punishment given to Mr. Ghosh. It appears that punishment inflicted, was dismissal from bank service with three months pay in lieu of notice. Appellate authority did not find any reason to interfere the decision of disciplinary authority but in the facts of the circumstances of the case punishment given to Mr. Ghosh is very harsh.

Order of the disciplinary authority as well as appellate authority is hereby set-aside. Mr. Ghosh should be reinstated in the bank service.

Now gross misconduct under provision of clause-5(j) is found proved against Mr. Ghosh so punishment given to Mr. Ghosh, in the facts and circumstances may be “as his two increment stopped with cumulative effect.

This is my award accordingly.

Dictated & Corrected by me.

BIPIN DUTTA PATHAK, Presiding Officer

नई दिल्ली, 28 दिसम्बर, 2015

का.आ. 45.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या 89/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28/12/2015 को प्राप्त हुआ था।

[सं. एल-12012/71/2013-आई आर (बी-1)]

विनय कुमार, अनुभाग अधिकारी

New Delhi, the 28th December, 2015

S.O. 45.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 89/2013**) of the Cent.Govt.Indus.Tribunal-cum-Labour Court **Chennai** as shown in the Annexure, in the industrial dispute between the management of **State Bank of India** and their workman, received by the Central Government on 28/12/2015.

[No. L-12012/71/2013- IR(B-I)]

VINAY KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM - LABOUR COURT CHENNAI**Wednesday, the 16th December, 2015****Present : K.P. PRASANNA KUMARI, Presiding Officer****Industrial Dispute No. 89/2013**

(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 State Bank of India and their workman)

BETWEEN

Sri G. Keerthivasan : 1st Party/Petitioner

AND

1. The Dy. General Manager (B&O) : 2nd Party/1st Respondent
Chennai Zone-II, State Bank of India
Rajaji Salai
Chennai-600001
2. The Dy. General Manager (Operation & Credit) : 2nd Party/2nd Respondent
(Appellate Authority)
State Bank of India, Local Head Office
Chennai-600006

Appearance :

- For the 1st Party/Petitioner : M/s. K. M. Ramesh, Advocates
For the 2nd Party/Management : M/s. T. S. Gopalan & Co., Advocates

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-12012/71/2013-IR (B.I) dated 04.10.2013 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the Management of State Bank of India, Tiruchirapalli in imposing the punishment of discharge from service of Sri G. Keerthivasan, Special Assistant is legal and justified? To what relief the concerned workman is entitled?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 89/2013 and issued notices to both sides. Both sides have entered appearance through their counsel and filed claim and counter statement respectively. The petitioner has filed a rejoinder in answer to the Counter Statement.
3. The averments in the Claim Statement filed by the petitioner in brief are as below:

The petitioner was appointed as Clerk/Typist in Respondent Bank's Tiruppur Branch in the year 1984. On elevation as Senior Assistant he had been posted at Kumbakonam Branch in 2003. The petitioner was promoted as Special Assistant and posted at Udayanatham Branch in Ariyalur District in 2007. While the petitioner was working at Udayanatham Branch he was suspended from service w.e.f. 16.09.2008. Subsequently a Charge Memo has been issued to the petitioner. It was alleged in the Charge Memo that the petitioner had debited the non-home account of one Marudakasi maintained at Kumbakonam Branch while he was at Udayanatham Branch, he credited the proceeds to his SB Account without any mandate from the account holder. The petitioner is said to have withdrawn the money subsequently by means of withdrawal slips and embezzled the amount. The petitioner is also alleged to have debited Branch Charges Account without any approval from the sanctioning authority. The further charge against the petitioner is that he had borrowed Rs. 50,000/- from one Kumaran and a suit filed against him has been pending, that the petitioner having indulged in outside borrowings, has tarnished the image of the Bank. The explanation obtained from the petitioner on the charges was found unsatisfactory and an enquiry was ordered in the matter. The Enquiry Officer held that Charges 1 and 2 are proved and the third Charge is partly proved. Based on the report of the Enquiry Officer the Disciplinary Authority imposed the punishment of discharge from service with superannuation benefits on the petitioner. Though the petitioner preferred an appeal before the Appellate Authority the punishment imposed on the petitioner was confirmed in appeal. The petitioner has raised the dispute accordingly. There is no justification for the report of the Enquiry Officer or the punishment imposed on the petitioner. The petitioner is entitled to be reinstated in service. An award may be passed holding that the punishment imposed on the petitioner is illegal and unjustified and also directing the Respondents to reinstate the petitioner in service with continuity of service, backwages and attendant benefits.

4. The Respondents have filed Counter Statement contending as below:

Both the Respondents represent the SBI and as such a common Counter Statement is filed. The Respondents will be collectively referred to as “Respondent”. After introduction of the Core Banking System transfers from any account of a constituent in a branch can be made to the account of the same constituent or another constituent in another branch of the same Bank. However, such transfers can be effected only based on letter of authorization in writing. A branch in a station is a home branch and the branch of the same bank in another station is non-home branch. Even transfers from home branch to non-home branch can be done based on written authority of the account holder. It is not permissible for any staff who is entitled to claim amount from the charges account to prepare a voucher on his own and credit in his Savings Bank Account. The Branch Manager is required to pass the voucher after satisfying himself that the staff was entitled to reimbursement. The petitioner was posted as Senior Assistant in the Kumbakonam Main Branch from 01.04.2002. Marudakasi, a constituent of the branch was having joint account with his wife in the branch. Even when the petitioner was working in Kumbakonam Main Branch certain withdrawals and transfers were made from the account of Marudakasi without due authorization, even before Core Banking System was introduced. The petitioner was posted as Special Assistant at Udayanatham Branch on 23.08.2007. In June 2008, when the Regional Manager visited Udayanatham Branch he observed the petitioner browsing through non-home account. The Regional Manager cautioned the Branch Manager regarding the same. On 08.09.2008 the Branch manager came to know that the petitioner had made payments against the charges account which were credited to his SB Account without vouchers being passed by the Branch Manager. He also noticed that there were composite vouchers transferring money from the account of Marudakasi to his account which were withdrawn by him. This was reported to the controlling authority and an investigation was conducted. On investigation it was noticed that two transaction of withdrawals from the account of Marudakasi to the account of petitioner before introduction of the Core Banking System and 10 transactions after introduction of Core Banking System were carried out. A charge sheet was issued to the petitioner charging him with misconduct of unauthorized debiting of Marudakasi’s SB Account and crediting his account and receiving payments from the charges account without vouchers being passed by the Branch Manager. Apart from this, a civil suit was seen filed by one Kumaran against the petitioner for recovery of Rs. 50,000/-. On conducting enquiry on the charges, the Enquiry Officer gave report holding that Charges 1 and 2 were proved and Charge 3 was partly proved. A show cause notice was issued to the petitioner and after considering his representation, punishment of discharge from service was imposed on the petitioner. The petitioner was awarded the punishment with all superannuation benefits. He was eligible to receive pension of not less than Rs. 18,500. The petitioner has raised the dispute two years after settling his terminal benefits. The dispute should not be entertained on the ground of delay and inaction on the part of the petitioner. The petitioner is not entitled to any relief.

5. The petitioner has filed a rejoinder denying the allegations in the Counter Statement and reiterating his case in the Claim Statement.

6. The evidence in the case consists of oral evidence of WW1 and MW1 and documents marked as Ext. W1 to Ext. W19 and Ext.M1 to Ext. M25

7. The points for consideration are:

- (i) Whether the action of the Respondents in imposing the punishment of discharge from service on the petitioner is legal and justified?
- (ii) What, if any is the relief to which the petitioner is entitled?

The Points

8. The petitioner who had joined State Bank of India, the Respondent Bank as a Clerk/Typist had been working as Special Assistant in Udayanatham Branch of the Bank at the time when he was discharged from service with superannuation benefits by way of punishment based on the domestic enquiry conducted against him.

9. The petitioner had faced three charges in the enquiry proceedings. The first charge is to the effect that he had debited non-home SB Account of one Marudakasi and credited the proceeds to his own account on 12 occasions. He is said to have prepared composite vouchers, debited the SB Account of Marudakasi, credited the amount to his account and withdrawn money subsequently. The next charge is that he debited Bank Charges Account without any approval from the sanctioning authority. The details of four such transactions are mentioned in the charge. The third charge is that the petitioner had indulged in outside borrowings and had tarnished the image of the Bank.

10. Ext.M4 is the explanation given by the petitioner to Ext.M3 letter from the Bank asking for explanation regarding the irregularities allegedly committed by him. Regarding the first charge of debiting the account of Marudakasi and crediting it to his account he has stated that the account debited is a joint one standing in the name of Marudakasi and his wife Mallika who are his family friends and also distant relatives. He has further stated that Mallika being a chronic diabetic has become immobile and has advised him over phone to withdraw the amounts referred to in the letter and handover the same to her. In order to help her he had debited the account with the amounts referred in the letter and had credited the proceeds to his account. Then he had withdrawn the amounts from his accounts and had handed over the same to her on the respective dates. However, he had failed to get any written authority from her. According to him there was no malafides in the transactions. Regarding the debiting of branch charges account he has stated that it was the practice of the branch that all the charge vouchers will be passed in the evening by the Branch Manager as he has to go

for inspection or other outside work. According to him, the Branch Manager had omitted to pass the vouchers even though the transactions were entered in the back-up register. Regarding the allegation of borrowal he has stated that he had received only Rs. 25,000/- and he had settled the case filed by Kumaran. Ext.M5 is the explanation given by the petitioner to the Charge Memo. This is practically the same as stated in Ext.M4.

11. As could be seen it is not disputed by the petitioner that he has debited the account of Marudakasi as stated in the initial portion of the first charge given in Ext.W6. However, he is disputing the case of the Management that this was done without the mandate of the account holder. What is stated in the two explanations viz. Ext.M4 and Ext.M5 given by him is that the account holders are his family friends and distant relatives and it was as requested by Mallika, W/o Marudakasi who is also a joint account holder that he debited the account.

12. The Bank has produced the investigation report of the Branch Manager as Ext.M1. It is clear from the investigation report that Mallika herself had told the Officer who had conducted the investigation that it was as instructed by her that the amounts were debited by the petitioner. The Branch Manager has stated in the investigation report that he had met Mallika at her residence on 03.10.2008 for interrogation and she had informed at that time that while working at Kumbakonam Branch the petitioner used to extend help to her in the operation of the account. She has also told the Investigation Officer that she used to phone up the petitioner for cash and the petitioner used to deliver cash and obtain withdrawal slip from her. She had also informed the Investigation Officer that even after transfer of the petitioner to Udayanatham branch she used to seek his help whenever she is in need of money. The investigation report states that a signed deposition of Mallika was obtained and enclosed alongwith the report. Though the petitioner had filed an application and on the basis of this application the Bank was asked to produce the signed deposition, it was not produced. What is stated by the Bank is that the document is not available. The Bank has in fact produced only part of the document as investigation report. The signed deposition was also a part of it, but it was not produced in spite of direction. Even the report of Investigation Officer would show that the debiting of the account was done by the petitioner not on his own without the knowledge of the customer but with full knowledge and only on their direction.

13. It is clear from the enquiry proceedings that Mallika did not make any complaint against the petitioner though that is the case attempted by the Bank. The Manager of the Udayanatham Branch had stated during his examination as PW1 in the enquiry proceedings that he did not receive any complaint regarding the incident. When MW1 who was Manager of Udayanatham Branch was examined before this Tribunal he has stated that Marudakasi had given oral compliant to the previous Manager and he was informed of the same by the previous Manager. He had no direct knowledge of Marudakasi or his wife Mallika. However, it is clear from the enquiry proceedings that neither Marudakasi nor Mallika had given any complaint alleging withdrawal from the account without their knowledge. So it is very much clear that there was no complaint from the account holders that their account was unauthorizedly debited. In the enquiry proceedings a notarized statement said to be that of Mallika was produced though she was not examined. In this she had asserted what she has told the Investigation Officer. In the normal course, this statement without examination of the maker need not be taken into account. However, when the other available evidence is taken into account it is very much clear that Mallika herself had given the statement. So the second limb of the first charge that the debited amounts which were credited to his own account were withdrawn by the petitioner and he had embezzled the amount is certainly not correct. In fact in the enquiry report what had Enquiry Officer had stated is that he "*strongly suspect that the transactions have been done without the knowledge of Marudakasi*" so he himself did not find that it was done without the knowledge of the customer. He had only a suspicion. Yet the Enquiry Officer has held the entire charge as proved which was not proper.

14. The first part of the charge that the petitioner has prepared composite vouchers and debited the account and credited to his account is established even by the admission of the petitioner. The only difference is that it was not without mandate from the account holder. However, the petitioner is not expected to do such act even if with the instruction of the account holder. He was acting against the procedure of the Bank. He is not expected to debit accounts of customers on oral instructions from the customers. It can be done based on the withdrawal slips signed by the customer only. So the first charge is proved to that extent.

15. The second charge is that the petitioner has debited branch charges account without any approval from the sanctioning authority. The details of the debits given are - cost of mobile phone Rs. 5,000/-, out of pocket expenses Rs. 500/- and Rs. 1,800/- and conveyance and newspaper voucher Rs. 2,610/-. All these amounts are said to be debited even before these were passed by the Branch Manager.

16. Ext.W19 was marked through MW1 when he was examined before this Tribunal. This is a letter from the petitioner to MW1 seeking permission to purchase a mobile phone for office use. The Branch Manager had granted permission for the purchase as seen from the endorsement in Ext.W19. MW1 has stated during his cross-examination that the document contains his initial and he has permitted the petitioner to purchase a mobile phone. So it is clear that there was permission for purchase but the voucher was not passed by the Branch Manager before the petitioner debited the Branch Charge Account towards cost of the mobile phone. During enquiry proceedings, it was pointed out by the Enquiry Officer on production of the voucher that the voucher was passed by the Manager as well. The Presenting Officer has stated that though the voucher was passed for payment, it was not approved for payment by the Authorized Officer. The charge is that there was no approval for payment which of course is not there. Certainly, it was

not within the limits of the petitioner to debit the amount before it was approved by the Branch Manager. However, it is clear that he was entitled to the amount, the Manager having permitted him to purchase a mobile phone.

17. Regarding other amounts debited under Charge No. 2, PW1 has stated that the vouchers were not passed by him nor payment authorized by him. In fact the petitioner is not disputing this also. His case is that it is only an omission on the part of the Branch Manager. There is no case for the Bank that the amounts debited were not due to the petitioner. The only charge is that he debited the amount even before the Branch Manager approved them for payment. I have pointed this out only to show that the petitioner has not taken anything which is not due to him. In any case the fact remains that the petitioner has debited the account without any authority.

18. The Third Charge against the petitioner is that he borrowed Rs. 50,000/- from outside and failed to repay the amount and this has tarnished the image of the Bank. In his explanation the petitioner has not disputed the borrowal. However, according to him he has borrowed only Rs. 25,000/- and this transaction was settled also. The Bank except producing a letter from a lawyer of the creditor of the petitioner has not produced any evidence regarding this. Apart from this is the fact that the borrowal made by the petitioner is his personal affair and so far as he has not exceeded the limit and was not able to manage his financial affairs the Bank need not point its finger against him on such a charge at all. There is no basis for the charge against the petitioner.

19. There is no case for the Bank that there was any past misconduct on the part of the petitioner. So far as the first charge is concerned the only fault committed by the petitioner is that he went out of his way to help his relatives using his position in the Bank. He did not commit any embezzlement and he did not cause any loss to the Bank. Even so far as the Second Charge is concerned there is no case for the Bank that any loss was caused to it. But he was acting against the procedure.

20. The counsel for the Respondent has referred to the decision of the Apex Court in DISCIPLINARY AUTHORITY-CUM-REGIONAL MANAGER AND OTHERS VS. NIKUNJA BIHARI PATNAIK reported in 1996 9 SCC 69 where it was held that no organization more particularly a Bank can function properly and effectively if its Officers and employees do not observe the prescribed norms and discipline. The counsel has also referred to the decision of the Apex Court in STATE BANK OF INDIA AND ANOTHER VS. BELA BAGCHI AND OTHERS reported in 2005 7 SCC 435 where it was held that it is no defence available to say that there was no loss or profit which resulted in the case and the Officer acted without authority.

21. No doubt, for the procedural lapse on his part the petitioner deserves due punishment. However, the punishment of termination from service is too harsh a punishment when the nature of the misconduct is taken into account. So I am inclined to reverse the punishment of discharge of the petitioner from service. It would be sufficient if some suitable punishment other than discharge from service is imposed on him. The punishment of bringing down to lower stage in the scale of pay by two stages would be sufficient punishment. The petitioner will have to forego his backwages to the tune of 75% also. Accordingly an award is passed as follows:

The Respondent is directed to reinstate the petitioner in service within a month of publication of the award with 25% backwages also payable within the same period, continuity of service and other attendant benefits. The petitioner is brought down to the lower stage in the scale of pay by two stages. In default of payment of backwages it will carry interest @ 7.5% per annum.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 16th December, 2015)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1 st Party/Petitioner	:	WW1, Sri G. Keerthivasan
For the 2 nd Party/1 st & 2 nd Management	:	MW1, Shri S. Anbalagan

On the Petitioner's side

Ext. No.	Date	Description
Ext.W1	23.07.1984	Xerox copy of appointment order issued to the Petitioner
Ext.W2	23.05.2002	Xerox copy of transfer order issued to the Petitioner
Ext.W3	01.02.2003	Xerox copy of order of appointment appointing the Petitioner as Senior Assistant issued to the petitioner
Ext.W4	22.08.2007	Xerox copy of order promoting the petitioner as Special Assistant
Ext.W5	16.09.2008	Xerox copy of order placing Petitioner under Suspension
Ext.W6	16.07.2009	Xerox copy of Charge Sheet issued to the Petitioner

Ext.W7	04.11.2009	Xerox copy of enquiry proceedings
	To	
	25.11.2009	
Ext.W8	XXXXXXX	Exhibits marked in the enquiry
Ext.W9	24.12.2009	Xerox copy of Prosecution Brief submitted to the Enquiry Officer
Ext.W10	04.01.2010	Xerox copy of Defence Brief submitted to the Enquiry Officer
Ext.W11	10.02.2010	Xerox copy of Show Cause Notice issued to the petitioner
Ext.W12	09.01.2010	Xerox copy of findings of the Enquiry Officer
Ext.W13	12.01.2010	Xerox copy of Petitioner's representation as against the findings of the Enquiry Officer
Ext.W14	17.02.2010	Xerox copy of representation submitted by the Petitioner at the time of personal hearing
Ext.W15	28.05.2010	Xerox copy of final order issued by the Disciplinary Authority imposing punishment of discharge against the Petitioner
Ext.W16	12.07.2010	Xerox copy of Petitioner's appeal to the Appellate Authority
Ext.W17	06.01.2011	Xerox copy of the order of the Appellate Authority rejecting the appeal of the Petitioner
Ext.W18	01.08.2002	Xerox copy of Circular issued by the Respondent regarding Memorandum of Settlement on Disciplinary Action Procedure for Workmen
Ext.W19	19.07.2008	Letter from Petitioner to the Branch Manager

On the Management's side

Ext.No.	Date	Description
Ext.M1	-	Investigation Report of Mr. A. Murugesan – Br. Manager, Lalgudi – conducted on 03.10.2008 at Kumbakonam and on 04.10.2008 at Udayanatham Branch
Ext.M2	30.12.2008	Letter from Mr. A. Ramakrishnan, Advocate, Orathanadu addressed to Regional Manager, Trichy– enclosing copy of arrest issued to G. Keerthivasan
Ext.M3	25.05.2009	Letter issued to Keerthivasan, Special Assistant under suspension alleging irregularities while at Udayanatham Branch (RM-IV-12-02022)
Ext.M4	25.06.2009	Explanation of Keerthivasan to Bank's letter – RM-IV-12-02022 – dated 25.05.2009
Ext.M5	12.08.2009	Explanation submitted by Keerthivasan to the Charge Sheet (Dis/Con/107 dated 16.07.2009)
Ext.M6	17.08.2009	Letter from Bank to Keerthivasan – Regarding posting the matter for enquiry (Dis.Con.150)
Ext.M7	14.09.2009	Notice of Enquiry – posting enquiry on 22.09.2009 (E.O/NM/101)
Ext.M8	22.09.2009	Proceedings of enquiry on 22.09.2009 – on charge sheet– DIS/CON/107 dated 16.07.2009
Ext.M9	23.09.2009	Letter from Enquiry Officer to Keerthivasan – enclosing copy of Minutes of 22.09.2009 and fixing next enquiry on 06.10.2009
Ext.M10	15.10.2009	Letter from Enquiry Officer to Keerthivasan – posting the enquiry on 27.10.2009 at the request of Keerthivasan
Ext.M11	10.02.2010	Letter from DA of the Bank to Keerthivasan proposing punishment of discharge from service with superannuation benefits – advising to appear for personal hearing on 17.02.2010'
Ext.M12	17.02.2010	Proceedings of personal hearing
Ext.M13	03.09.2010	Letter from AGM (A) to Keerthivasan giving notice of personal hearing on 27.09.2010 (on his appeal dated 12.07.2010) (Dis.Con.118)

Ext.M14	27.09.2010	Proceedings of personal hearing before Appellate Authority on 27.09.2010 on petitioner's appeal dated 12.07.2010
Ext.M15	-	Extract of codified instructions – regarding passing of vouchers
Ext.M16	14.10.2008	Circular No. C.DO/P&HRD – IR – 65 of 2008-09 –regarding reimbursement of cost of newspaper
Ext.M17	-	Extract – regarding operations in the account – deposit /withdrawals etc.
Ext.M18	04.07.2006	E-circular – ref. DPSS-CO-No. 5/04-01-01/2006-07
Ext.M19	24.09.2013	Details of Settlement of PF
Ext.M20	16.05.2014	Memo from Bank that the petitioner is not eligible for pension
Ext.M21	-	Extract of Page No. 136 – Vol.I – Chapter – 5 – of Bank's System of Account (Book of Instructions)
Ext.M22	-	Screen Shot of Official Intranet SITE "SBI-TIMES"- reg. introduction of C.B.S. at Udayanatham Branch
Ext.M23	11.10.2014	"e-circular No. NBG/S&P-Misc./7/2014-15-Master Circular – Charges Over Heads: Reporting & Control –SBI
Ext.M24.	01.01.2007	Statement of Account of G. Keerthivasan – A/c No.
	31.12.2008	10923195361 – SBI – Kumbakonam Branch
Ext.M25	01.01.2007	Statement of Account of M. Marudakasi – A/c No.
	31.12.2008	10923064177 – SBI – Kumbakonam Branch