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No. 18] NEW DELHI, APRIL 24—APRIL 30, 2016, SATURDAY/ VAISAKHA 4—VAISAKHA 10, 1938

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)

गृह मंत्रालय

(पी एफ-2 डेस्क)

नई दिल्ली, 21 अप्रैल, 2016

का.आ. 694.- केन्द्रीय सरकार सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा-3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यूनिट कमाण्डर उप महानिरीक्षक, केन्द्रीय औद्योगिक सुरक्षा बल यूनिट, सरकारी भवन सुरक्षा (जीबीएस), नई दिल्ली को, जो भारत सरकार का राजपत्रित अधिकारी है, उक्त अधिनियम के प्रयोजनों के लिए सम्पदा अधिकारी के रूप में नियुक्त करती है तथा उक्त अधिकारी, स्थानीय सीमाओं के भीतर और के.ओ.सुब परिसर- द्वारका, महिपालपुर, छतरपुर, नई दिल्ली में केन्द्रीय औद्योगिक सुरक्षा बल के नियंत्रणाधीन अथवा उसके अधिभोग के अधीन सरकारी स्थानों के संबंध में, उक्त अधिनियम द्वारा अथवा उसके अधीन सम्पदा अधिकारी को प्रदत्त शक्तियों का प्रयोग करेगा और उस पर अधिरोपित कर्तव्यों का पालन करेगा।

[फा. सं. II-27011/09/2014-पीएफ-II]

ग्रेसी जेम्स, अवर सचिव

MINISTRY OF HOME AFFAIRS

(PF.II Desk)

New Delhi, the 21st April, 2016

S.O. 694.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the Unit Commander DIG, CISF Unit, Government Building Security (GBS), New Delhi being a gazetted officer of the Government of India, to be the estate officer for the purposes of the said Act, and the said officer shall exercise the powers conferred, and perform the duties imposed, on estate officer by or under the said Act, within the local limits and in respect of the Public premises under the control or occupation of the Central Industrial Security Force at CISF Complex, Dwarka, Mahipalpur, Chhatarpur New Delhi.

[F. No. II-27011/09/2014-PF-II]
GRACY JAMES, Under Secy.

वित्त मंत्रालय**(वित्तीय सेवाएं विभाग)**

नई दिल्ली, 15 फरवरी, 2016

का.आ. 695.—प्रधान मंत्री मुद्रा योजना (पीएमएमवाई) के अंतर्गत दिए गए ऋणों को गारंटी प्रदान करने के लिए ऋण गारंटी निधि स्थापित करने के संबंध में मंत्रिमंडल के अनुमोदन (मामला सं. 11/1/2016) के अनुसरण में निधि के 'व्यवस्थापक' के रूप में यह विभाग एतद्वारा निधि की प्रबंधन समिति की नियुक्ति करता है, जिसमें निम्नलिखित शामिल हैं:

- | | |
|---|------------------------|
| (i) सचिव, सूक्ष्म, लघु एवं मध्यम उद्यम मंत्रालय (एमएसएमई) | - अध्यक्ष (पदेन) |
| (ii) संयुक्त सचिव (आईएफ), वित्तीय सेवाएं विभाग | - सदस्य |
| (iii) अध्यक्ष, मुद्रा (सिडबी) बैंक | - सदस्य |
| (iv) मुख्य कार्यपालक अधिकारी, मुद्रा (सिडबी) बैंक | - सदस्य |
| (v) मुख्य कार्यपालक अधिकारी, राष्ट्रीय ऋण गारंटी न्यासी कंपनी लि. | - सदस्य
सचिव/संयोजक |

[फा.सं. 27/4/2015-आईएफ-II]

राजीव शर्मा, अवर सचिव

MINISTRY OF FINANCE**(Department of Financial Services)**New Delhi, the 15th February, 2016

S.O. 695.—Pursuant to the Cabinet approval (Case No. 11/01/2016) for setting up of Credit Guarantee Fund for providing guarantees to loans extended under Pradhan Mantri Mudra Yojna (PMMY), this Department as "Settler" of the Fund hereby constitutes a Management Committee of the Fund consisting of the following :

- | | |
|---|------------------------------|
| (i) Secretary, Ministry of Micro, Small and Medium Enterprises (MSME) | - Chairman (ex-officio) |
| (ii) Joint Secretary (IF), Department of Financial Services | - Member |
| (iii) Chairman, MUDRA (SIDBI) Bank | - Member |
| (iv) Chief Executive Officer, MUDRA (SIDBI) Bank | - Member |
| (v) Chief Executive Officer, National Credit Guarantee | - Member Secretary/ Convenor |

[F. No. 27/04/2015-IF-II]
RAJIV SHARMA, Under Secy.

विदेश मंत्रालय**(सी.पी.वी. प्रभाग)**

नई दिल्ली, 21 अप्रैल, 2016

का.आ. 696.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद् द्वारा, केंद्र सरकार भारत के दूतावास, रियाद में श्री सैयद खुद्रथुल्लाह, सहायक अनुभाग अधिकारी, श्री तुलसी राम, सहायक अनुभाग अधिकारी, श्री विनायक डी. वारंग, सहायक अनुभाग अधिकारी, श्री कैलाश चंद दरिया, सहायक अनुभाग अधिकारी, श्री जयदीप मोंडल और श्री आर. एन. पी. कुशवाहा, सीनियर सचिवालय सहायक को दिनांक 21 अप्रैल 2016 से सहायक कौंसुलर अधिकारी के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[सं. टी. 4330/041/2016]

प्रकाश चन्द, उप सचिव (कौंसुलर)

MINISTRY OF EXTERNAL AFFAIRS**(CPV DIVISION)**

New Delhi, the 21st April, 2016

S.O. 696.—Statutory Order: In pursuance of 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 (1) Shri Khudrathulla, Assistant Section Officer, (2) Shri Tulsi Ram, Assistant Section Officer, (3) Shri Vinayak D. Warang, Assistant Section Officer (4) Shri Kailash Chand Dariya, Assistant Section Officer, (5) Shri Joydip Mondal, Assistant Section Officer and (6) Shri R.N.P. Kushwaha, Senior Secretariat Assistant as Assistant Consular Officer in the Embassy of India, Riyadh to perform Consular services with effect from 21 April 2016.

[No.T. 4330/01/2016]

PRAKASH CHAND, Dy. Secy. (Consular)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय**(कार्मिक और प्रशिक्षण विभाग)**

नई दिल्ली, 25 अप्रैल, 2016

का.आ. 697.—केन्द्र सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम संख्या 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उत्तराखंड राज्य सरकार, गृह अनुभाग-3 की अधिसूचना सं. 648/XX-3-2016-13(14)2016 दिनांक 02.04.2016 द्वारा प्राप्त सहमति से श्री हरक सिंह रावत, पूर्व कबीना मंत्री, उत्तराखंड सरकार द्वारा माननीय राज्यपाल, उत्तराखंड सरकार को भेजे गए 'हॉर्स ट्रेडिंग' से संबंधित वीडियो रिकॉर्डिंग सहित शिकायत एवं कथित रूप से श्री हरिश रावत, तत्कालीन मुख्यमंत्री, उत्तराखंड सरकार द्वारा बागी विधायकों तथा उनके परिजनों को धमकी देने के साथ-साथ उन्हें पद व धन का प्रस्ताव देने की जांच करने तथा उसी संव्यवहार में किए गए या/तथा उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध या अपराधों की जांच करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का समस्त उत्तराखंड राज्य में विस्तार करती है।

[फा. सं. 228/11/2016-एवीडी-II]

मो. नदीम, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel And Training)

New Delhi, the 25th April, 2016

S.O.697 .—In exercise of the powers conferred by sub-section (1) of Section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No.25 of 1946), the Central Government with the consent of the State Government of Uttarakhand, Home Section-3 vide notification No.648/XX-3-2016-13(14)2016 dated 02.04.2016, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Uttarakhand for the investigation of the complaint by Shri Harak Singh Rawat, former cabinet minister, Uttarakhand Government sent to the Hon'ble Governor, State of Uttarakhand along with video recording related to "Horse Trading" and threatening to dissident MLAs and their family members besides offering office and money to them, allegedly by Shri Harish Rawat, the then Chief Minister, Uttarakhand Government and any other offence or offences committed in the course of same transaction or/and arising out of the same facts.

[F.No. 228/11/2016-AVD-II]

Md. NADEEM, Under Secy.

वाणिज्य और उद्योग मंत्रालय

(वाणिज्य विभाग)

नई दिल्ली, 21 अप्रैल, 2016

का.आ. 698.—केन्द्रीय सरकार, निर्यात (गुणवत्ता नियंत्रण एवं निरीक्षण) नियमावली, 1964 के नियम 12 के उपनियम (2) के साथ पठित निर्यात (गुणवत्ता नियंत्रण एवं निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा

(1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एतद्वारा मैसर्स ईटालैब (गोवा) प्राइवेट लिमिटेड, मकान नं. 197, रेडी सुकल भट्ट, पोस्ट रेडी, तालुका वैगंरुला, जिला सिंधुदुर्ग, महाराष्ट्र - 416517 को इस अधिसूचना, के प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए भारत सरकार वाणिज्य मंत्रालय, की दिनांक 20 दिसम्बर, 1965 की अधिसूचना सं. का.आ. 3975 की अनुसूची में विनिर्दिष्ट खनिज और अयस्क के निरीक्षण, (गुप-I), अर्थात् लौह अयस्क, खनिज और बक्साइट को निर्यात से पूर्व निम्नलिखित शर्तों के अधीन रेडी, किरनपानी, बैकोट, साखरी, केलासी, जयगढ़ पोर्ट पर उक्त खनिज और अयस्क के निरीक्षण करने के लिए एक अभिकरण के रूप में मान्यता देती है, अर्थात् :

(i) मैसर्स ईटालैब (गोवा) प्राइवेट लिमिटेड, मकान नं. 197, रेडी सुकल भट्ट, पोस्ट रेडी, तालुका वैगंरुला, जिला सिंधुदुर्ग, महाराष्ट्र - 416517, खनिज और अयस्क गुप -I निर्यात (निरीक्षण) नियमावली, 1965 के नियम 4 के अधीन उनके द्वारा अपनाई गई निरीक्षण की पद्धति की जांच करने के लिए, इस निमित्त निर्यात निरीक्षण परिषद् द्वारा नामनिर्दिष्ट अधिकारियों को पर्याप्त सुविधाएं देगी; और

(ii) मैसर्स ईटालैब (गोवा) प्राइवेट लिमिटेड, मकान नं. 197, रेडी सुकल भट्ट, पोस्ट रेडी तालुका वैगंरुला, जिला सिंधुदुर्ग, महाराष्ट्र - 416517, इस अधिसूचना के अधीन अपने कार्यों का निष्पादन करने में निदेशक (निरीक्षण एवं गुणवत्ता नियंत्रण), निर्यात निरीक्षण परिषद्, द्वारा समय-समय पर लिखित रूप में दिए गए निर्देशों से आवद्ध होंगे।

[फा. सं. 4/3/2016 - निर्यात निरीक्षण]

संतोष कुमार सारंगी, संयुक्त सचिव

MINISTRY OF COMMERCE AND INDUSTRY**(Department of Commerce)**New Delhi, the 21st April, 2016

S.O. 698.— In exercise of the powers conferred by sub-section (1) of section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), read with sub-rule (2) of rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby recognises M/s Italab (Goa) Private Limited, H. No. 197, Redi Sukal Bhat, Post Redi, Taluka Vengurla, Jilla Sindhudurga, Maharashtra- 416 517, as an agency for a period of three years from the date of publication of this notification, for inspection of Minerals and Ores (Group- I), namely, Iron ore and Bauxite, specified in the Schedule annexed to the notification of the Government of India in the Ministry of Commerce *vide* number S.O. 3975, dated the 20th December 1965, prior to export of the said Minerals and Ores at Redi, Kiranpani, Bankot, Sakhri, Kelshi and Jaigarh ports subject to the following conditions, namely: -

- (i) that M/s Italab (Goa) Private Limited, H. No. 197, Redi Sukal Bhat, Post Redi, Taluka Vengurla, Jilla Sindhudurga, Maharashtra- 416 517, shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in carrying out the inspection under rule 4 of the Export of Minerals and Ores, Group-I (Inspection) Rules, 1965 and;
- (ii) that M/s Italab (Goa) Private Limited, H. No. 197, Redi Sukal Bhat, Post Redi, Taluka Vengurla, Jilla Sindhudurga, Maharashtra- 416 517, in the performance of their function under this notification shall be bound by such directions as the Director (Inspection and Quality Control), Export Inspection Council may give in writing from time to time.

[F.No. 4/3/2016 – Export Inspection]

SANTOSH KUMAR SARANGI, Jt. Secy.

मानव संसाधन विकास मंत्रालय**(उच्चतर शिक्षा विभाग)****(राजभाषा यूनिट)**

नई दिल्ली, 25 अप्रैल, 2016

का.आ. 699.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम 4 के अनुसरण में, मानव संसाधन विकास मंत्रालय (उच्चतर शिक्षा विभाग और स्कूल शिक्षा एवं साक्षरता विभाग) के अंतर्गत **निम्नलिखित कार्यालयों** को, ऐसे कार्यालयों के रूप में, जिनके 80 प्रतिशत से अधिक कर्मचारी-वृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है:-

1	जवाहर नवोदय विद्यालय पूर्वी गोदावरी, आंध्र प्रदेश 533437
2	जवाहर नवोदय विद्यालय कृष्णा, आंध्र प्रदेश 521110
3	जवाहर नवोदय विद्यालय महबूबनगर, आंध्र प्रदेश 509203
4	जवाहर नवोदय विद्यालय प्रकाशम- I, आंध्र प्रदेश 523001
5	जवाहर नवोदय विद्यालय प्रकाशम- II, आंध्र प्रदेश 523241
6	जवाहर नवोदय विद्यालय श्रीकाकुलम, आंध्र प्रदेश 532458
7	जवाहर नवोदय विद्यालय बेल्लारी, कर्नाटक 583126
8	जवाहर नवोदय विद्यालय बीजापुर, कर्नाटक 586201
9	जवाहर नवोदय विद्यालय चिकमगलूर, कर्नाटक 577112
10	जवाहर नवोदय विद्यालय दावणगेरे, कर्नाटक 577213

11	जवाहर नवोदय विद्यालय धारवाड, कर्नाटक 580007
12	जवाहर नवोदय विद्यालय गुलबर्गा- II, कर्नाटक 585312
13	जवाहर नवोदय विद्यालय हावेरी, कर्नाटक 581104
14	जवाहर नवोदय विद्यालय दक्षिण कन्नडा, कर्नाटक 574153
15	जवाहर नवोदय विद्यालय उडुपी, कर्नाटक 576112
16	जवाहर नवोदय विद्यालय उत्तर कन्नडा, कर्नाटक -581346
17	जवाहर नवोदय विद्यालय बागलकोट, कर्नाटक -587155
18	जवाहर नवोदय विद्यालय कन्नूर, केरल 670692
19	जवाहर नवोदय विद्यालय इदुकि, केरल-685601
20	जवाहर नवोदय विद्यालय कोल्लम, केरल 691531
21	जवाहर नवोदय विद्यालय कोट्टायम, केरल 686010
22	जवाहर नवोदय विद्यालय मलप्पुरम, केरल 676519
23	जवाहर नवोदय विद्यालय बस्तर, छत्तीसगढ़ 494005
24	जवाहर नवोदय विद्यालय बिलासपुर, छत्तीसगढ़-495551
25	जवाहर नवोदय विद्यालय दंतेवाडा, छत्तीसगढ़-494441
26	जवाहर नवोदय विद्यालय छमतरी, छत्तीसगढ़-493663
27	जवाहर नवोदय विद्यालय दुर्ग, छत्तीसगढ़-491002
28	जवाहर नवोदय विद्यालय कबीरधाम, छत्तीसगढ़-491445
29	जवाहर नवोदय विद्यालय कांकेर, छत्तीसगढ़-494335
30	जवाहर नवोदय विद्यालय कोरबा, छत्तीसगढ़-495445
31	जवाहर नवोदय विद्यालय कोरिया, छत्तीसगढ़-496331
32	जवाहर नवोदय विद्यालय महासमुंद, छत्तीसगढ़-493558
33	जवाहर नवोदय विद्यालय अशोक नगर, मध्य प्रदेश-473335
34	जवाहर नवोदय विद्यालय बड़वानी, मध्य प्रदेश 451550
35	जवाहर नवोदय विद्यालय बुरहानपुर, मध्य प्रदेश-45334
36	जवाहर नवोदय विद्यालय डिंडोरी, मध्य प्रदेश-481879
37	जवाहर नवोदय विद्यालय मंदसौर, मध्य प्रदेश-458990
38	जवाहर नवोदय विद्यालय सागर, मध्य प्रदेश-470117
39	जवाहर नवोदय विद्यालय सतना, मध्य प्रदेश-485446
40	जवाहर नवोदय विद्यालय श्योपुर, मध्य प्रदेश-476337
41	जवाहर नवोदय विद्यालय उमरिया, मध्य प्रदेश-484661
42	जवाहर नवोदय विद्यालय बालासोर, मध्य प्रदेश-756045
43	जवाहर नवोदय विद्यालय बरगढ़, ओडिशा-768039

44	जवाहर नवोदय विद्यालय भद्रक, ओडिशा-756125
45	जवाहर नवोदय विद्यालय बोलंगीर, ओडिशा-767026
46	जवाहर नवोदय विद्यालय बोद्ध, ओडिशा-762026
47	जवाहर नवोदय विद्यालय देवगढ़, ओडिशा-867108
48	जवाहर नवोदय विद्यालय कालाहांडी, ओडिशा-766100
49	जवाहर नवोदय विद्यालय खुर्दा, ओडिशा-752055
50	जवाहर नवोदय विद्यालय मलकानगिरी-I, ओडिशा-764048
51	जवाहर नवोदय विद्यालय मलकानगिरी-II, ओडिशा-764048
52	जवाहर नवोदय विद्यालय मयूरभंज, ओडिशा-757029
53	जवाहर नवोदय विद्यालय नबरंगपुर, ओडिशा-764085
54	जवाहर नवोदय विद्यालय नयागढ़, ओडिशा-752070
55	जवाहर नवोदय विद्यालय फुलबनी, ओडिशा-762002
56	जवाहर नवोदय विद्यालय पुरी, ओडिशा-752111
57	जवाहर नवोदय विद्यालय रायगढ़, ओडिशा-765019
58	जवाहर नवोदय विद्यालय संबलपुर, ओडिशा-768025
59	जवाहर नवोदय विद्यालय सोनपुर, ओडिशा-767016
60	जवाहर नवोदय विद्यालय सुंदरगढ़, ओडिशा-770072

[सं. 11011-2/2015-रा.भा.ए.]

सुखवीर सिंह संधु, संयुक्त सचिव

MINISTRY OF HUMAN RESOURCE DEVELOPMENT**(Department of Higher Education)**

(O.L. UNIT)

New Delhi, the 25th April, 2016

S.O.699 .—In pursuance of sub. rule (4) of rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices under the Ministry of Human Resource Development, (Department of Higher Education & Department of School Education & Literacy) as office, whose more than 80% members of the staff have acquired working knowledge of Hindi:-

1	JAWAHAR NAVODAYA VIDYALAYA POORVI GODAVARI, ANDHRA PRADESH 5333437
2	JAWAHAR NAVODAYA VIDYALAYA KRISHNA, ANDHRA PRADESH 521110
3	JAWAHAR NAVODAYA VIDYALAYA MEHBOOB NAGAR, ANDHRA PRADESH 5092203
4	JAWAHAR NAVODAYA VIDYALAYA PRAKASHAM-I, ANDHRA PRADESH 523001
5	JAWAHAR NAVODAYA VIDYALAYA PRAKASHAM-II, ANDHRA PRADESH 523241
6	JAWAHAR NAVODAYA VIDYALAYA SHRIKAKULAM, ANDHRA PRADESH 532458
7	JAWAHAR NAVODAYA VIDYALAYA BELLARI, KARNATAKA 583126
8	JAWAHAR NAVODAYA VIDYALAYA BEEJAPUR, KARNATAKA 586201
9	JAWAHAR NAVODAYA VIDYALAYA CHIKMAGLUR, KARNATAKA 577112
10	JAWAHAR NAVODAYA VIDYALAYA DAVANGERE, KARNATAKA 577213
11	JAWAHAR NAVODAYA VIDYALAYA DHARWAD, KARNATAKA 580007

12	JAWAHAR NAVODAYA VIDYALAYA GULBARGA-II, KARNATAKA 585312
13	JAWAHAR NAVODAYA VIDYALAYA HAVERI, KARNATAKA 581104
14	JAWAHAR NAVODAYA VIDYALAYA SOUTH KANNADA, KARNATAKA 574153
15	JAWAHAR NAVODAYA VIDYALAYA UDUPI, KARNATAKA 576112
16	JAWAHAR NAVODAYA VIDYALAYA NORTHA KANNADA, KARNATAKA 581346
17	JAWAHAR NAVODAYA VIDYALAYA BAGALKOT, KARNATAKA 587155
18	JAWAHAR NAVODAYA VIDYALAYA KANNOOR, KERALA 670692
19	JAWAHAR NAVODAYA VIDYALAYA IDOOKI, KERALA 685601
20	JAWAHAR NAVODAYA VIDYALAYA KOLLAM, KERALA 691531
21	JAWAHAR NAVODAYA VIDYALAYA KOTTAYAM, KERALA 686010
22	JAWAHAR NAVODAYA VIDYALAYA MALAPPURAM, KERALA 676519
23	JAWAHAR NAVODAYA VIDYALAYA BASTAR, CHHATTISGARH 494005
24	JAWAHAR NAVODAYA VIDYALAYA BILASPUR, CHHATTISGARH 495551
25	JAWAHAR NAVODAYA VIDYALAYA DANTEVADA, CHHATTISGARH 494441
26	JAWAHAR NAVODAYA VIDYALAYA CHHAMTARI, CHHATTISGARH-493663
27	JAWAHAR NAVODAYA VIDYALAYA DURG, CHHATTISGARH 491002
28	JAWAHAR NAVODAYA VIDYALAYA KABIRDHAM, CHHATTISGARH 491445
29	JAWAHAR NAVODAYA VIDYALAYA KANKER, CHHATTISGARH 493345
30	JAWAHAR NAVODAYA VIDYALAYA KORBA, CHHATTISGARH 495445
31	JAWAHAR NAVODAYA VIDYALAYA KORIYA, CHHATTISGARH 496331
32	JAWAHAR NAVODAYA VIDYALAYA MAHASAMUNDRA 493558
33	JAWAHAR NAVODAYA VIDYALAYA ASHOK NAGAR 473335
34	JAWAHAR NAVODAYA VIDYALAYA BADWANI, MADHYA PRADESH 451550
35	JAWAHAR NAVODAYA VIDYALAYA BURHANPUR, MADHYA PRADESH 45334
36	JAWAHAR NAVODAYA VIDYALAYA DINDORI, MADHYA PRADESH 481879
37	JAWAHAR NAVODAYA VIDYALAYA MANDSAUR, MADHYA PRADESH 458990
38	JAWAHAR NAVODAYA VIDYALAYA SAGAR, MADHYA PRADESH 470117
39	JAWAHAR NAVODAYA VIDYALAYA SATNA, MADHYA PRADESH 485446
40	JAWAHAR NAVODAYA VIDYALAYA SHYOPUR, MADHYA PRADESH 476337
41	JAWAHAR NAVODAYA VIDYALAYA UMARIYA, MADHYA PRADESH 484661
42	JAWAHAR NAVODAYA VIDYALAYA BALASOR, MADHYA PRADESH
43	JAWAHAR NAVODAYA VIDYALAYA BARGARH, ODISHA 768039
44	JAWAHAR NAVODAYA VIDYALAYA BHADRAK, ODISHA 756125
45	JAWAHAR NAVODAYA VIDYALAYA BOLANGIR, ODISHA 767026
46	JAWAHAR NAVODAYA VIDYALAYA BODDH, ODISHA 762026
47	JAWAHAR NAVODAYA VIDYALAYA DEVGARH, ODISHA 867108

48	JAWAHAR NAVODAYA VIDYALAYA KALAHANDI, ODISHA 766100
49	JAWAHAR NAVODAYA VIDYALAYA KHURDA, ODISHA 752055
50	JAWAHAR NAVODAYA VIDYALAYA MALKANGIRI-I, ODISHA 764048
51	JAWAHAR NAVODAYA VIDYALAYA MALKANGIRI-II, ODISHA 764048
52	JAWAHAR NAVODAYA VIDYALAYA MAYURBHANJ, ODISHA 752070
53	JAWAHAR NAVODAYA VIDYALAYA NABRANGPUR, ODISHA 764085
54	JAWAHAR NAVODAYA VIDYALAYA NAYAGARH, ODISHA 752070
55	JAWAHAR NAVODAYA VIDYALAYA, ODISHA 762002
56	JAWAHAR NAVODAYA VIDYALAYA PURI, ODISHA 752111
57	JAWAHAR NAVODAYA VIDYALAYA RAYGARH, ODISHA 765019
58	JAWAHAR NAVODAYA VIDYALAYA SAMBALPUR, ODISHA 768025
59	JAWAHAR NAVODAYA VIDYALAYA SONPUR, ODISHA 767016
60	JAWAHAR NAVODAYA VIDYALAYA SUNDARGARH, ODISHA 770072

[No. 11011-2/2015-O.L.U.]

SUKHBIR SINGH SANDHU, Jt. Secy.

विज्ञान और प्रौद्योगिकी मंत्रालय

नई दिल्ली, 27 अप्रैल, 2016

का.आ.700.— केंद्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार की पूर्व कार्य, आवास और प्रदाय मंत्रालय की अधिसूचना संख्या का. आ. 360, तारीख 7 फरवरी, 1959 की उन बातों के सिवाय जहां तक उनका संबंध भारतीय सर्वेक्षण विभाग की क्रमसंख्या 35 से हैं, अधिक्रांत करते हुए, जिन्हें ऐसे अधिक्रमण से पहले किया गया है या करने का लोप किया गया है, निम्नलिखित सारणी के स्तंभ (1) में वर्णित अधिकारियों को केंद्रीय सरकार के राजपत्रित अधिकारी होते हुए उक्त अधिनियम के प्रयोजनों के लिए संपदा अधिकारी नियुक्त करती है, जो प्रदत्त शक्तियों का प्रयोग करेंगे और उक्त सारणी के स्तंभ (2) में तत्स्थानी प्रविष्टियों में विनिर्दिष्ट सार्वजनिक परिसरों के संबंध में उनके अपनी-अपनी अधिकारिता की स्थानीय सीमाओं के भीतर उक्त अधिनियम के द्वारा या के अधीन या संपदा अधिकारियों पर अधिरोपित कर्तव्यों का पालन करेंगे, अर्थात् :-

	अधिकारियों का पदनाम	अधिकारिता की स्थानीय सीमाएं
	(1)	(2)
1.	अधीक्षण सर्वेक्षण, मध्यप्रदेश जियो स्पेशल डेटा सेंटर, भारतीय सर्वेक्षण विभाग, जबलपुर	भारतीय सर्वेक्षण विभाग के प्रशासनिक नियंत्रण के अधीन उनकी अपनी-अपनी अधिकारिता की स्थानीय सीमाओं के भीतर अवस्थित स्थान
2.	अधीक्षण सर्वेक्षण, महाराष्ट्र और गोवा जियो स्पेशल डेटा सेंटर, भारतीय सर्वेक्षण विभाग, पुणे	
3.	अधीक्षण सर्वेक्षण, पंजाब, हरियाणा और चंडीगढ़ जियो स्पेशल डेटा सेंटर, भारतीय सर्वेक्षण विभाग, चंडीगढ़	
4.	अधीक्षण सर्वेक्षण, मेघालय और अरुणाचल प्रदेश जियो स्पेशल डेटा सेंटर, भारतीय सर्वेक्षण विभाग, शिलांग	

5.	अधीक्षण सर्वेक्षण, उड़ीसा जियो स्पेशल डेटा सेंटर, भारतीय सर्वेक्षण विभाग, भुवनेश्वर	
6.	अधीक्षण सर्वेक्षण, झारखंड जियो स्पेशल डेटा सेंटर, भारतीय सर्वेक्षण विभाग, रांची	
7.	अधीक्षण सर्वेक्षण, कर्नाटक जियो स्पेशल डेटा सेंटर, भारतीय सर्वेक्षण विभाग, बंगलौर	
8.	अधीक्षण सर्वेक्षण, जियोडैटिक एंड रिसर्च ब्रांच, भारतीय सर्वेक्षण विभाग, देहरादून	
9.	अधीक्षण सर्वेक्षण, इंडियन इंस्टिट्यूट ऑफ सर्वेइंग एंड मैपिंग, भारतीय सर्वेक्षण विभाग, हैदराबाद	
10.	अधीक्षण सर्वेक्षण, मैप आरकाइव एंड डिसएमिनेशन सेंटर, भारतीय सर्वेक्षण विभाग, देहरादून	
11.	अधीक्षण सर्वेक्षण, उत्तराखंड और पश्चिमी उत्तर प्रदेश जियो स्पेशल डेटा सेंटर, भारतीय सर्वेक्षण विभाग, देहरादून	भारतीय सर्वेक्षण विभाग के प्रशासनिक नियंत्रण के अधीन मसूरी की स्थानीय सीमाओं के भीतर अवस्थित स्थान
12.	अधीक्षण सर्वेक्षण, गुजरात, दमन और दीयू जियो स्पेशल डेटा सेंटर, भारतीय सर्वेक्षण विभाग, गांधी नगर	

[फा. सं. एसएम/28/16/2015]

बी. एस. रावत, संयुक्त सचिव

MINISTRY OF SCIENCE AND TECHNOLOGYNew Delhi, the 27th April, 2016

S.O.700.—In exercise of the powers conferred by section 3 of the Public Premises [Eviction of Unauthorized Occupants] Act, 1971 (40 of 1971), and in supersession of the notification of the Government of India in the erstwhile Ministry of Works, Housing and Supply number S.O. 307, dated the 7th February, 1959 in so far as it relates to serial number 35 relating to Survey of India, except as respects things done or omitted to be done before such supersession, the Central Government hereby appoints the officers mentioned in column (1) of the following table, being gazetted officers of the Central Government, to be estate officers for the purposes of the said act, who shall exercise the powers conferred, and perform the duties imposed on estate officers by or under the said Act within the local limits of their respective jurisdiction in respect of the public premises specified in the corresponding entries in column (2) of the said TABLE namely:-

Designation of officers		Local limits of jurisdiction
(1)		(2)
1.	Superintending Surveyor, Madhya Pradesh Geospatial Data Centre, Survey of India, Jabalpur.	Premises under the administrative control of Survey of India Department situated within the local limits of their respective jurisdiction.
2.	Superintending Surveyor, Maharashtra and Goa Geospatial Data Centre, Survey of India, Pune.	
3.	Superintending Surveyor, Punjab, Haryana and Chandigarh Geospatial Data Centre, Survey of India, Chandigarh.	
4.	Superintending Surveyor, Meghalaya and Arunachal Pradesh Geospatial Data Centre, Survey of India, Shillong.	
5.	Superintending Surveyor, Orissa Geospatial Data Centre, Survey of India, Bhubaneswar.	
6.	Superintending Surveyor, Jharkhand Geospatial Data Centre,	

	Survey of India, Ranchi.	
7.	Superintending Surveyor, Karnataka Geospatial Data Centre, Survey of India, Bangalore.	
8.	Superintending Surveyor, Geodetic and Research Branch, Survey of India, Dehradun.	
9.	Superintending Surveyor, Indian Institute of Surveying and Mapping Survey of India, Hyderabad.	
10.	Superintending Surveyor, Map Archive and Dissemination Centre, Survey of India, Dehradun	
11.	Superintending Surveyor, Uttarakhand and West Uttar Pradesh Geospatial Data Centre, Survey of India, Dehradun.	Premises under the administrative control of Survey of India Department situated within the local limits of Mussorie.
12.	Superintending Surveyor, Gujarat, Daman and Diu Geospatial Data Centre, Survey of India, Gandhinagar	

[F. No. SM/28/16/2015]

B. S. RAWAT, Jt. Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 11 अप्रैल, 2016

का. आ. 701.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एससीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 38/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11/04/2016 को प्राप्त हुआ था।

[सं. एल-22012/81/2012-आई आर (सीएम-II)]
राजेन्द्र सिंह, अनुभाग अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENTNew Delhi, the 11th April, 2016

S.O. 701.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.38/2012) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court, Hyderabad* as shown in the Annexure, in the industrial dispute between the management of *M/s. Singareni Collieries Co. Ltd.*, and their workmen, received by the Central Government on 11/04/2016.

[No. L-22012/81/2012 - IR(CM-II)]
RAJENDER SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD****Present:** Sri Muralidhar Pradhan, Presiding OfficerDated the 11th day of February, 2016**INDUSTRIAL DISPUTE No. I.D. 38/2012****Between:**

The Branch Secretary,
(Shri B. Saranga Pani),
Singareni Collieries Employees Union(CITU),
Shramika Bhavan, Karl Marx Colony,

Bhupalapalli, Warangal Dist. – 506169.

....Petitioner

AND

The General Manager,
M/s. Singareni Collieries Company Ltd.,
Bhupalapally Area, Bhupalapally,
Warangal Dist. – 506169.

...Respondent

Appearances:

For the Petitioner : Party in person

For the Respondent : M/s. P.A.V.V.S. Sarma & Vijaya Laxmi Panguluri, Advocates

AWARD

The Government of India, Ministry of Labour by its Order No. L-22012/81/2012-IR(CM-II) dated 20.7.2012 referred the following dispute between the management of M/s. Singareni Collieries Company Ltd., and their workman under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal. The reference is,

SCHEDULE

“Whether the action of the management of the General Manager, M/s. Singareni Collieries Company Ltd., Bhupalapalli Area, Warangal Dist., in allotting quarters to the juniors as per M.O.S. dated 3.6.2008 as one time measure is justified or not? To what relief the applicant is entitled for?”

The reference is numbered in this Tribunal as I.D. No. 38/2012 and notices were issued to the parties concerned.

2. The case stands posted for filing of claim statement and documents by the Petitioner.

3. In spite of availing several opportunities to file claim statement, the Petitioner was absent. Claim statement was not filed, and there is no representation on behalf of the Petitioner. In spite of receipt of notice the Petitioner is found absent, which clearly indicates that the dispute of the Petitioner has already been settled. In the circumstances stated above, it is felt that the Petitioner has got no claim to raise. Thus, a ‘No dispute’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 11th day of February, 2016.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

NIL

Witnesses examined for the
Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 11 अप्रैल, 2016

का. आ. 702.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एससीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट संदर्भ संख्या 59/2006 को प्रकाशित करती है, जो केन्द्रीय सरकार को 11/04/2016 को प्राप्त हुआ था।

[सं. एल-22012/306/2005-आई आर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 11th April, 2016

S.O.702.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.59/2006) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court, Hyderabad* as shown in the Annexure, in the industrial dispute between the management of *M/s. Singareni Collieries Co. Ltd.*, and their workmen, received by the Central Government on 11/04/2016.

[No. L-22012/306/2005 - IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

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

Present: Sri Muralidhar Pradhan, Presiding Officer

Dated the 10th day of March, 2016

INDUSTRIAL DISPUTE No. I.D. 59/2006

Between:

The Vice-President,
(Sri S. Satyanarayana)
Singareni Collieries Employees Union(CITU),
C-30, Bazar Area,
Bellampalli – 504251.

....Petitioner

AND

The General Manager,
M/s. Singareni Collieries Company Ltd.,
Mandamarri Division,
Mandamarri. Adilabad District.

....Respondent

Appearances:

For the Petitioner : M/s. A.K. Jayaprakash Rao, K. Srinivas Rao, P. Sudha, T. Bal Reddy, M. Govind & Venkatesh Dixit, Advocates

For the Respondent : M/s. P.A.V.V.S. Sarma & Vijaya Laxmi Panguluri, Advocates

AWARD

The Government of India, Ministry of Labour by its Order No. L-22012/306/2005-IR(CM-II) dated 5.10.2006 referred the following dispute between the management of M/s. Singareni Collieries Company Ltd., and their workman under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal. The reference is,

SCHEDULE

“Whether the action of the management of M/s. Singareni Collieries Company Ltd., in reducing two annual increments with cumulative effect in respect of Sri Mallala Sammaiah, Supportman is legal and justified? If not, to what relief the workman is entitled?”

The reference is numbered in this Tribunal as I.D. No. 59/2006 and notices were issued to the parties concerned.

2. The Petitioner Union appeared before this Tribunal and filed claim statement on behalf of the workman. Respondent management also appeared and filed their counter.

3. When the case stands posted hearing arguments, Respondent appeared but the Petitioner union found absent. This Tribunal adjourned the case for several dates to secure the presence of the Petitioner union. But, inspite of several adjournments the Petitioner union failed to attend the court to pursue their case which clearly indicates that the dispute of the workman has already been settled and the Petitioner union has got nothing to raise any claim. Hence, a ‘No dispute’ award is passed.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her and corrected by me on this the 10th day of March, 2016.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

NIL

Witnesses examined for the
Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 11 अप्रैल, 2016

का आ. 703.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ईसीएल के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 30/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11/04/2016 को प्राप्त हुआ था।

[सं. एल-22012/24/2008—आई आर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 11th April, 2016

S.O. 703.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.30/2008) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court, ASANSOL* as shown in the Annexure, in the industrial dispute between the management of M/s. *ECL*, and their workmen, received by the Central Government on 11/04/2016.

[No. L-22012/24/2008 - IR(CM-II)]
RAJENDER SINGH, Section Officer

ANNEXURE

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

PRESENT: Sri Pramod Kumar Mishra, Presiding Officer

REFERENCE NO. 30 OF 2008

PARTIES: The management of 1 & 2 Incline, Jhanjra Area of M/s. *ECL*.

Vs.

Sri Daya Ram Paswan

REPRESENTATIVES:

For the management: Sri P. K. Goswami, Ld. Advocate
 For the union (Workman): P.C. Pandey, KMC
 INDUSTRY: COAL State : West Bengal
 Dated: 28.03.2016

A W A R D

In exercise of powers conferred by clause (d) of Sub-section(1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), Govt. of India through the Ministry of Labour vide its letter NO. L-22012/24/2008-IR(CM-II) dated 19.06.2008 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“ Whether the action of the management of M/s. ECL in dismissing Shri Daya Ram Paswan w.e.f. 08.05.2002 is legal and justified? To what relief is the workman entitled? ”

Having received the Order No. L-22012/24/2008-IR(CM-II) dated 19.06.2008 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 30 of 2008 was registered on 01.07.2008 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

Case called out. Sri P. K. Goswami, Learned Advocate is present on behalf of the management but has not filed his authorization. None appears on behalf of the workman/union.

On perusal of the case record I find that the union has never attended the Tribunal except once on 11.07.2013. Three registered notices were issued on 06.05.2009, 24.05.2012 and 19.09.2014 and Thirty Three dates have been granted to the union so far but all in vain. It seems to me that neither the workman nor the union is now interested to proceed with the case further. As such the case is closed and a ‘No Dispute Award’ is hereby passed accordingly.

ORDER

Let an “Award” be and same is passed as no dispute existing. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi, for information and needful. The reference is accordingly disposed of.

PRAMOD KUMAR MISHRA, Presiding Officer

नई दिल्ली, 11 अप्रैल, 2016

का. आ. 704.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ईसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 34/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11/04/2016 को प्राप्त हुआ था।

[सं. एल-22012/28/2008-आई. आर. (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 11th April, 2016

S.O. 704.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.34/2008) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court, ASANSOL* as shown in the Annexure, in the industrial dispute between the management of *M/s. Eastern Coalfields Limited*, and their workmen, received by the Central Government on 11/04/2016.

[No. L-22012/28/2008 - IR(CM-II)]
 RAJENDER SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL**

PRESENT: Sri Pramod Kumar Mishra, Presiding Officer

REFERENCE NO. 34 OF 2008

PARTIES: The management of Haripur Colliery of M/s. ECL.

Vs.

Sri Ibrail Mia

REPRESENTATIVES:

For the management: Sri P. K. Das, Ld. Advocate
 For the union (Workman): None
 INDUSTRY: COAL State : West Bengal
 Dated: 30.03.2016

AWARD

In exercise of powers conferred by clause (d) of Sub-section(1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012/28/2008-IR(CM-II) dated 19.06.2008 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“ Whether the action of the management of M/s. ECL in dismissing Shri Ibrail Mia w.e.f. 22.06.1998 is legal and justified? To what relief the claimant is entitled to? ”

Having received the Order No. L-22012/28/2008-IR(CM-II) dated 19.06.2008 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 34 of 2008 was registered on 01.07.2008 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

Case called out. Both parties are absent.

On perusal of the case record I find that this is a case of the year 2008 and so far 24 dates have been granted but the workman or his representative did not appears even for a single day. Registered notices were issued on 06.05.2009, 20.05.2012 & 16.10.2014 but to no effect. Neither party has filed written statement so far. It seems to me that the workman has no interest to proceed with the case further. As such the case is closed and a ‘No Dispute Award’ is hereby passed accordingly.

ORDER

Let an “Award” be and same is passed as no dispute existing. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi, for information and needful. The reference is accordingly disposed of.

PRAMOD KUMAR MISHRA, Presiding Officer

नई दिल्ली, 11 अप्रैल, 2016

का. आ. 705.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ईसीएल के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 45/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11/04/2016 को प्राप्त हुआ था।

[सं. एल-22012/72/2008-आई आर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 11th April, 2016

S.O. 705.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.45/2008) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court, ASANSOL* as shown in the Annexure, in the industrial dispute between the management of *M/s. ECL*, and their workmen, received by the Central Government on 11/04/2016.

[No. L-22012/72/2008 - IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL**

PRESENT: Sri Pramod Kumar Mishra, Presiding Officer

REFERENCE NO. 45 OF 2008

PARTIES: The management of 1 & 2 Incline, Jhanjra of M/s. ECL.

Vs.

Sri Dipak Bouri

REPRESENTATIVES:

For the management: Sri P. K. Das, Ld. Advocate
 For the union (Workman): Sri Rakesh Kumar, President, KMC
 INDUSTRY: COAL State: West Bengal
 Dated: 31.03.2016

A W A R D

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012/72/2008-IR(CM-II) dated 29.07.2008 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“ Whether the action of the management of M/s. ECL in dismissing Shri Dipak Bouri w.e.f. 06.02.2007 is legal and justified? To what relief is the workman concerned entitled ?”

Having received the Order No. L-22012/72/2008-IR(CM-II) dated 29.07.2008 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 45 of 2008 was registered on 04.08.2008 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

Case called out. Sri P. K. Das, Learned Advocate is present on behalf of the management of ECL. Sri Rakesh Kumar, President of the union, KMC is present on behalf of the workman. But the union yet not filed the written statement of the workman.

Sri Rakesh Kumar submits that the workman has expired and he has got no information from the heirs of the deceased workman. He also submits that he does not want to proceed with this case any further. Since the workman is dead and his heirs do not want to contest the case any more the tribunal has no option left but to close the case. As such the case is closed and a ‘No Dispute Award’ is hereby passed accordingly.

ORDER

Let an “Award” be and same is passed as no dispute existing. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi, for information and needful. The reference is accordingly disposed of.

PRAMOD KUMAR MISHRA, Presiding Officer

नई दिल्ली, 11 अप्रैल, 2016

का. आ. 706.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ईसीएल के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 05/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11/04/2016 को प्राप्त हुआ था।

[सं. एल-22012/366/2007-आई आर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 11th April, 2016

S.O. 706. — In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 05/2008) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court, ASANSOL* as shown in the Annexure, in the industrial dispute between the management of *M/s. Eastern Coalfields Limited*, and their workmen, received by the Central Government on 11.04.2016.

[No. L-22012/366/2007 - IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL.**

PRESENT: Sri Pramod Kumar Mishra, Presiding Officer

REFERENCE NO. 05 OF 2008

PARTIES: The management of Khas Kajora Colliery of M/s. E.C.L.

Vs.

Sri Ram Paharia

REPRESENTATIVES:

For the management: Sri. P. K. Das, Ld. Advocate
 For the union (Workman): Sri G. P. Mal, Ld. Advocate
 INDUSTRY: COAL STATE: WEST BENGAL
 Dated: 29.03.2016

A W A R D

In exercise of powers conferred by clause (d) of Sub-section(1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012/366/2007–IR(CM-II) dated 07.01.2008 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“ Whether the action of the management of M/s. ECL in dismissing Shri Ram Paharia from service w.e.f 24.04.2004 is legal and justified? If not, to what relief is the workman entitled? ”

1. Having received the Order No. L-22012/366/2007–IR(CM-II) dated 07.01.2008 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 05 of 2008 was registered on 16.01.2008. Accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned, directing them to appear in the court, on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned. Both the parties appeared in the Tribunal, through their representative.
2. In brief, the workman has stated in his written statement that Sri Ram Paharia was a permanent workman of M/s. Eastern Coalfields Limited and was posted at Khas Kajora Colliery of M/s. Eastern Coalfields Limited as Under Ground Loader. He was in employment since 25.11.1995. He became ill. He could not attend his duty from 23.09.2002. His absence was on medical grounds. He was suspected T.B. There was no enquiry. He was asked to sit outside and an Enquiry Officer proceeded enquiry proceeding. Later on the Enquiry Officer called the workman and got his signature on enquiry proceeding. The medical papers were not considered in enquiry proceeding. He was not residing in Company's Quarter. He belongs to Schedule Tribe and an illiterate person. His dismissal is illegal. He has prayed that tribunal may kindly set-a-side the dismissal order and pass order for reinstatement with back wages and with incidental benefits.
3. On the other hand, the management has stated in his written statement in brief that Sri Ram Paharia, U.G. Loader, U-M No.107731 was a permanent employee of Khas Kajora Colliery of M/s. Eastern Coalfields Limited. His date of birth was 04.03.1972. He was appointed on 25.11.1995. Ram Paharia absented himself from duties since 23.09.2002 without any intimation, permission or sanctioned leave. He was issued Charge sheet No.KC/P&IR/C-6/19/2003 dated 03.09.2003 as per provision under Clause 26.39 and 26.23 of the Certified Standing Order of the Company. Sri Ram Paharia submitted his reply on 01.10.2003 enclosing medical certificates issued by Dr. S. Kar, M.O., Nakra Konda P.H.C. The employee concerned was suffering from PARA PARESTS and was under his treatment from 23.09.2002 to 15.07.2003. There was no corroborative document such as Prescription, Medical Purchase Receipts etc. The explanation of concerned workman being unsatisfactory, the enquiry was conducted against the workman. Sri Ram Paharia along with his co-worker fully participated in enquiry. Second show cause notice vide letter No. KA/PM/C-6/10/3416 dated 18.03.2004 was issued to him, but he did not care to reply. The competent authority being satisfied with the enquiry proceeding that the delinquent was guilty of the charge sheet awarded punishment of termination of his service from the company vide letter No. KA/PM/C-6/10/234 dated 17/24.04.2004. M/s. Eastern Coalfields Limited has denied that the ex workman was suffering from T.B. or under medical treatment from 23.09.2002 to 26.02.2004. The Ex-workman was given reasonable opportunity to defend his case at the time of enquiry proceeding in accordance with the principles of natural justice. The Ex.-workman attended enquiry along with his co-worker. The workman is not entitled to any relief.
4. The workman has filed his affidavit in oral evidence. He has been cross-examined by the learned Advocate of M/s. Eastern Coalfields Limited. The management of M/s. Eastern Coalfields Limited has not filed any documentary evidence in their support.
5. Sri P. K. Das, Learned Advocate on behalf of M/s. Eastern Coalfields Limited is present. Sri G. P. Mal, Learned Advocate on behalf of workman is present. The workman has filed written argument. I perused the written argument of workman and heard argument of Sri P. K Das, Learned Advocate on behalf of M/s. Eastern Coalfields Limited.
6. It is admitted fact by both parties that Sri Ram Paharia, the delinquent workman was a permanent employee as Under Ground Loader under Khas Kajora Colliery of M/s. Eastern Coalfields Limited and he was appointed on 25.11.1995. The workman has alleged in his Written Argument that he was not afforded any reasonable opportunity to defend himself in enquiry. The enquiry was conducted arbitrarily in biased manner and in utter violation of principle of natural justice. The management did not follow the Procedure of Domestic Enquiry on the basis of which the punishment was Awarded. On the other hand, Sri P. K. Das, Learned Advocate has argued that the enquiry was conducted in accordance

with the Principle of Natural Justice. The concerned workman was afforded opportunity to defend himself. The workman has participated in the enquiry. The enquiry was conducted after issuing notice to workman.

7. Hon'ble Supreme Court in *A. K. Kraipak & Ors. v/s Union of India & Ors.* [1970] 1 SCR 457 has held " the aims rules of Natural Justice to secure justice or to put it negatively to prevent miscarriage of justice. These rules can operate only in areas not covered by any law validly made. In other words, they do not supplant the law, out supplement it . It is true that if statutory provision can be read consistently with the principles of natural justice, the court should do so because it must be presumed that the legislature and the statutory authorities intend to act in accordance with the principles of natural justice"
8. When the domestic enquiry itself is in question, then it can be verified on perusal of enquiry proceeding, enquiry report and connected documents regarding compliance of Principles of Natural Justice. The copy of Charge Sheet, Enquiry Proceeding, Enquiry Report and other documents have not been filed on the file of reference. Obviously these are the documents of M/s. Eastern Coalfields Limited. It ought to have been filed of M/s. Eastern Coalfields Limited. These are the vital documents. On perusal of these documents the tribunal can only ensure the fairness and impartiality of domestic enquiry. But M/s. Eastern Coalfields Limited has not filed any single paper regarding enquiry proceeding against delinquent employee Sri Ram Paharia. Section 114 (g) of Evidence Act lays down as " that evidence which could be and is not produced would, if produced, be unfavourable to the person who withholds it ". Therefore the tribunal is bound to draw the adverse presumption against M/s. Eastern Coalfields Limited that if there was any enquiry at all it was invalid due to non-compliance of Principle of Natural Justice or for utter violation of Principle of Natural Justice.
9. Hon'ble Supreme Court in *Workmen of M/s. Firestone Tyre & Rubber Co. of India Ltd v/s The Management & Others*, AIR 1973 SC 1227 has held that the Tribunal could interfere (i) when there is want of good faith, (ii) when there is victimization or unfair labour practice, (iii) when the Management is guilty of a basic error or violation of a principle of natural justice, and (iv) when on the materials, the finding is completely baseless or perverse.
10. As per requirement of natural justice (i) enquiry must be held by a person who is not biased in favour or against either of the parties (ii) delinquent employee should be given a fair opportunity to adequately representing his case by hearing the evidence in support of the charge and to cross-examine the witnesses produced against him and also be allowed to rebut the evidence laid against him by examining the witnesses including himself, if he so wishes on any relevant matter.
11. The workman has stated in his evidence in para-30 of his affidavit that he was absent from his duty from 23.09.2002 to 24.08.2003 i.e. for 11 months due to his illness. In cross-examination he has stated that he has not filed documents regarding his treatment at Kajora Hospital. He did not intimate the management about his treatment at different places. This piece of evidence indicates that delinquent workman Sri Ram Paharia was absent from duty for eleven months without any sanctioned leave. He did not intimate M/s. Eastern Coalfields Limited about his illness or treatment. As per Certified Standing Order of M/s. Eastern Coalfields Limited in rule 26.28 that absence from duty beyond 10 days without sanctioned leave or sufficient cause are overstaying beyond sanctioned leave without valid reason is one of the misconduct described under Certified Standing Order. As per admission of workman in his oral evidence he was absent for about 11 months without sanctioned leave or intimation to M/s. Eastern Coalfields Limited, which is one of the misconduct. Every workman is expected to behave himself so as not to damage or prejudice the interest of his employer whatever may be the sphere of employee concerned. A workman owes a duty to his employer to exercise reasonable care in the performance of his duty. A workman who deliberately neglects to carry out his work or perform his duty when required to do with reasonable care is guilty of misconduct of negligence.
12. The right of employer to inflict the punishment of dismissal or discharge is not unfettered. The punishment must be commensurate with the gravity of the act of misconduct proved against delinquent workman. The Hon'ble Supreme Court has laid down in this connection in *Workmen of Firestone Tyre & Rubber Co. of India Ltd. v/s. The Management & Others*, AIR 1973 SC 1227 where the order of punishment was shockingly disproportionate with the act of misconduct which no reasonable employer would ever impose in like circumstances that itself would lead to the inference of victimization or unfair labour practice which would vitiate the order of dismissal. But by enacting section 11A the legislature has transferred the discretion of the employer in imposing the punishment to the adjudicator. It is now the satisfaction of the Industrial adjudicator to finally decide the quantum of punishment for proved acts of misconduct in case of dismissal. If the tribunal is not satisfied that the order of dismissal is justified in any circumstances of the facts of the case, it has the power not only to set aside the order of punishment and direct to reinstatement with back wages, but it also has the power to impose certain condition as it may deemed fit and also to give relief to the workman including the award of lesser punishment in lieu of dismissal. When different categories of penalties can be imposed in respect of the alleged fault, one of which is dismissal from service, the Disciplinary Authority is required to consult himself for selecting the most appropriate penalty from out of all the range of penalties available that can be imposed having regard to the nature, content and gravity of the misconduct. Unless the Disciplinary Authority reaches the conclusion that having regard to the nature, content and magnitude of the fault, committed by the workman concerned, it would be absolutely unsafe to retain him in service, the maximum penalty of dismissal should not be imposed. If the lesser penalty can be imposed without seriously jeopardizing the interest of employer, the disciplinary authority should not impose the maximum penalty of dismissal from service. Punishment of dismissal of a

permanent employee for absence of 11 months even without any lawful domestic enquiry, is unjustified, which should be set-a-side and be substituted by lesser punishment and reinstatement will be the natural consequence.

13. In affidavit the delinquent Sri Ram Paharia has stated his age near about 41 years. It is not possible at this age to get alternate employment anywhere else. Therefore, he should be reinstated with back wages. In *Deepali Gundu Surwase V/s Kranti Junior Adhyapak Mahavidyalaya (D. Endowment Department)* and other reported in (2013) 10 SCC 324 has held that cases in which the competent Court or Tribunal finds that the employer has acted in gross violation of the statutory provisions and/or the principles of natural justice or is guilty of victimizing the employee or workman then the concerned Court or Tribunal will be fully justified in directing payment of full back wages.
14. Considering the whole facts and circumstances of the reference, as discussed above, I come to the conclusion that the action of M/s. Eastern Coalfields Limited in dismissing Sri Ram Paharia from service is illegal and unjustified. I set-aside the order of dismissal dated 24.04.2004 of Sri Ram Paharia. M/s. Eastern Coalfields Limited is directed to reinstate Sri Ram Paharia with continuity of service. I think it appropriate that the delinquent workman be imposed a punishment of stoppage of 2 (Two) increments with cumulative effect. It is further directed that the concerned workman will get full back wages from the order of dismissal i.e. from 24.04.2004 till his reinstatement. The concerned workman will be entitled to get all consequential service benefits.

ORDER

Let an "Award" be and the same is passed as per above discussion. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

PRAMOD KUMAR MISHRA, Presiding Officer

नई दिल्ली, 11 अप्रैल, 2016

का. आ. 707.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. रि.इ. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (संदर्भ संख्या 120/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.04.2016 को प्राप्त हुआ था।

[सं. एल-42012/4/2001-आई आर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 11th April, 2016

S.O. 707.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 120/2001) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court, Lucknow* as shown in the Annexure, in the industrial dispute between the management of *Forest Research Institute* and their workmen, received by the Central Government on 11.04.2016

[No. L-42012/4/2001 - IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM-LABOUR-COURT, LUCKNOW

PRESENT

RAKESH KUMAR

PRESIDING OFFICER

I.D. No. 120/2001

Ref.No. L-42012/4/2001-IR(CM-II) dated 17.07.2001

BETWEEN

The President

Centre of Indian Trade Union,

Local Bus Stand, Dehradun

Dehradun-0

AND

1. The Director,
Forest Research Institute,
(Indian Council of Forestry Research & Education
Dehradun-0

AWARD

- 1 By order No. L-42012/4/2001-IR(CM-II) dated 17.07.2001 the Central Government in the Ministry of Labour, New Delhi 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 (14 of 1947) referred this industrial dispute between The President, Centre of Indian Trade Union, Dehradun and the Director, Forest Research Institution, Dehradun for adjudication.
- 2 The reference under adjudication is:
“WHETHER THE ACTION OF THE MANAGEMENT OF ICFRI, DEHRADUN IN NOT GIVING THE POST AND PAY SCALE OF COMPOSITOR TO SH. RODGER SHER SINGH W.E.F. 01.11.1994 IS LEGAL AND JUSTIFIED? IF NOT, TO WHAT RELIEF HE IS ENTITLED TO?”
3. As per the claim statement W2, the workman union has stated in brief that on 04.10.1971, the workman Rodger Sher Singh was appointed as skilled labour compositor on daily wage basis, and his services continued till August 1981, due to his serious illness he went on leave, information was sent to the employer but without following due procedure his services were terminated in Sept.1981 while he had worked for more than 240 days, several representations were given by him but none was considered properly. Again on 03.01.1984, the workman was offered appointment as temporary Khalasi which was in furtherance of directions given by the Central Government that those who had worked for more than 240 days before 1981 should be regularized, and in such circumstances the workman should have been posted as compositor since for skilled trained compositor he had got the certificate regarding Printing technology also, and also had sufficient experience. The opposite party had transferred him from the maintenance division. to the said department in 1995 where he had been working as compositor but neither he was paid the salary for that work nor his designation was changed as compositor, other related facilities were also not provided.
4. It has further been stated in the claim statement that several other junior employees viz. Mr.HC Gauri and Mr. Akhileshwar Singh Lingwal etc. were regularized and made permanent in the year 1980 and 1976, but the workman applicant was deprived from his legal rights and after lapse of much time he was regularized on the post of Khalasi, this fact should have been taken into account that at the time of initial appointment the workman was Central Government employee, and even in the year 1976 at the time of formation of autonomous unit, since the workman had accepted to be engaged as central government employee and in the year 1971 when he was working as skilled labour-compositor, he was having minimum educational qualification viz. Jr. high school, but the opposite party ignored the legal provisions and rules, unfair labour practice were adopted, junior employees were summoned for interview and other persons are being called for interview so as to be appointed on the post of compositor. It has also been stressed that the workman belongs to minority community and he has disabled as well. The union has prayed for direction to the opposite party to provide all facilities and salary as well as designation of compositor to the workman.
5. The management in its written statement M3, has denied the main allegation levelled in the claim statement. The opposite party has stated that the Forest Research Institute being one of the prominent Institute of International repute is controlled and operated by Indian Council of Forestry Research and Education which is autonomous body under the Ministry of Environment and Forests, Govt. of India and is also duly registered under the Act. The aim and objectives of the Institute have also been given in the written statement. The management has emphasized that the Forest Research Institute or ICFRE is not an industry under the Act., therefore it is not covered for the purpose of the impugned case, moreover applicant union is competent to espouse the present case and there is not locus standi in the matter. The correct name of the parent institute has not been given in the claim statement.
6. The opposite party has further stressed that the workman applicant left the services without any information and intimation. There was legal and valid break in his service since he himself has abandoned the services. Offer against the post of Khalasi has been admitted by the opposite party but since there was no continuity or linkage with his previous engagement therefore no relief can be given to the applicant. The opposite party has also emphasized that at the time of accepting the offer for the post of Khalasi as fresh basis the applicant did not make any protest or objection, more over the applicant is not qualified as per rules for the post of compositor. In the printing technology department the workman had worked as Khalasi only and he

has never discharged and performed duties of compositor. Other person appointed as compositor possesses the requisite qualification as provided in the rules, and for that reasons the workman applicant was not entitled to be posted or appointed as compositor, there was no discrimination at any stage.

7. The opposite party has further stated that post of compositor being a group C post, can only be filled by direct recruitment and not by regularization of daily wages employee; earlier period of the applicant workman could not be clubbed as claimed in the petition. The opposite party has also submitted that this court does not have jurisdiction to adjudicate in the matter. It has also been pointed out by the opposite party that all the said posts of compositor have already been filled up and none is vacant, and the workman applicant was due for retirement on 30.04.2003 on attaining the age of superannuation of 60 years. The management has prayed to reject the claim statement and to decide the matter in favour of the opposite party.
8. Alongwith claim statement W4, several documents have also been filed by the workman union. Service details, in 3 sets, have also been filed by the workman union. Further as per list A1-33, the applicant has filed certain other documents.
9. Workman Sri Rodger Sher Singh has filed his affidavit in evidence. he was duly cross examined on behalf of the management. The management, in its evidence has filed the affidavit of Sri R.K. Manchanda, Establishment and Accounts Officer as A-55, and another affidavit of Sri Sunil Prasad Mamgain as A-56. Both the witnesses were cross examined on behalf of the workman.
10. Arguments of learned AR for both the parties have been heard at length. Record available before the court has been scrutinized minutely.
11. Learned AR for the management has relied upon the following pronouncement of Hon'ble Supreme Court:-
 1. 2011, SCLJ, Union of India and others vs A.Durairaj(D) page 7.
 2. 2011 SCLJ, Haryana State Warehousing Corpn. And another vs Jagat Ram and others page 554.
12. The principles propounded by Hon'ble Supreme Court in the aforesaid Rulings, cannot be and must not be legitimately ignored.
13. The learned authorized representative of the workman has submitted that the management has victimized the workman and has acted in an arbitrary method by not considering the workman for the post of Compositor; in spite of the fact that the workman possessed all requisite qualification i.e. educational qualification up to Junior High School and requisite experience also. It has also been contended by the workman that the other workmen, junior to the workman, had been given all benefits, ignoring the workman which amounts to unfair labour practice on the part of the management.
14. The authorized representative of the management contending the submissions of the workman has placed reliance upon the Recruitment Rules and has submitted that the workman never possessed the qualification required for the post of Compositor at any point of time as its minimum educational qualification was matriculation and the workman was only Junior High School passed, therefore, it was not practically possible for the management to appoint the workman on the post of compositor. As regards appointment of the other workmen, the management has argued that they possessed all requisite qualifications i.e. educational and otherwise; and accordingly, were considered and appointed as per Rules.
15. I have scanned entire material available on record in the light of the rival pleadings and submissions forwarded by the learned authorized representatives of the parties.
16. The case referred to this Tribunal for adjudication is to evaluate the validity of the action of the management of ICFRI, Dehradun in not given the post and pay scale of Compositor to the workman w.e.f. 02.11.94; and accordingly, as per settled law, this Tribunal has to confine to the four corners of the schedule of reference. The management has filed Recruitment Rules for the post of Technical Assistant (Compositor), paper No. 4/17-4/18, which clearly provides that the educational and other qualification required for the post as under:

“Matriculation or equivalent. 3 years’ experience in Government Press or in a leading press of repute.”

Further, the workman himself has filed the Circular dated 25.11.1999 regarding filling up the post of Technical Assistant Group ‘C’ (Gen), paper No. 33/5, the relevant portion of the same, disclosing requisite qualifications etc., is quoted hereunder:

“In compliance of ICFRE Notification No. 58/21/XX/99-ICFRE, DATED 18TH October, 99, applications are invited for the post of Technical Assistant Group ‘C’ (General), in the pay scale of Rs. 3200-4900 in promotion quota from T.A. Group ‘D’ with 5 years regular service in the grade

possessing Matriculation certificate from recognized Board or equivalent failing which from Group 'D'/Mazdoors with 8 years regular service in the grade possessing Matriculation certificate from a recognized Board or equivalent and subject to passing a test to be prescribed by the Director of the Institute."

A bare perusal of the Recruitment, Rules filed by the management as well as the Circular dated 25.11.99, filed by the workman it is crystal clear that in both the documents the minimum requisite educational qualification for the post is "Matriculation from a recognized Board or equivalent"; whereas the case of the workman himself is that he is only Junior High School pass, therefore, the management of the ICFRI was right in not considering the workman for the post of Compositor, being not fulfilling educational criteria.

It is also the case of the workman that when he was initially appointed in the year 1971, the education qualification for the post of Compositor was Junior High School; but he has failed to show any document to the effect that the educational qualification for the post of Compositor was 'Junior High School' at any point of time.

As regards the allegation of the workman that the management considered the other workmen junior to him, is vague enough as apart from his oral evidence, he could not place any cogent reliance in form of document to show that the alleged workmen were junior to him and did not possess requisite qualification and even then they were appointed as Compositor. As per settled law, the burden to prove his pleadings was on the workman in which he utterly failed to establish the pleadings made by him in the statement of claim filed by him before this Tribunal.

17. Thus, in view of the facts and circumstances of the case and discussions made hereinabove, I am of considered opinion that the workman did not possess requisite educational qualification required for the post; therefore, the action of the management of ICFRI, Dehradun in not giving the post and pay scale of Compositor to the workman was legal and just; and accordingly, come to the conclusion that the workman, Sh. Rodger Sher Singh is not entitled to any relief.

18. The reference under adjudication is answered accordingly.

19. Award as above.

LUCKNOW.

29th March, 2016.

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 11 अप्रैल, 2016

का. आ. 708.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एससीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचाट (संदर्भ संख्या 27/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11/04/2016 को प्राप्त हुआ था।

[सं. एल-22013/1/2016-आई आर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 11th April, 2016

S.O. 708. — In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 27/2008) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court, Hyderabad* as shown in the Annexure, in the industrial dispute between the management of *M/s. Singareni Collieries Co. Ltd.*, and their workmen, received by the Central Government on 11/04/2016.

[No. L-22013/1/2016 - IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: Sri Muralidhar Pradhan, Presiding Officer

Dated the 14th day of March, 2016

INDUSTRIAL DISPUTE L.C.No. 27/2008

Between:

Sri Senigarapu Narsaiah,
S/o Mondaiah,

C/o Smt. A. Sarojana, Advocate,
Flat No.G7,
Ground Floor, Rajeshwari Gayatri Sadan,
Opp: Badruka Jr. College for Girls,
Kachiguda, Hyderabad.

.....Petitioner

AND

1. The General Manager,
M/s. Singareni Collieries Company Ltd.,
Mandamarri Area. Mandamarri.
Adilabad District.

2. The Supdt. Of Mines,
M/s. Singareni Collieries Company Ltd.,
SMG-1 Incline, Mandamarri Area,
Mandamarri, Adilabad District.

.....Respondents

Appearances:

For the Petitioner : M/s. A. Sarojana and K. Vasudeva Reddy, Advocates

For the Respondent : Sri M.V. Hanumantha Rao, Advocate

AWARD

Sri S. Narsaiah, the Petitioner has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents M/s. Singareni Collieries Company Ltd., which was registered in this Tribunal as LC No. 27/2008 and notices were issued to the Respondents.

2. The Petitioner has filed the present case with a prayer to declare the impugned order issued by the 1st Respondent *vide* order No. MMR/PER/D/072/2772, dated 15.5.2005 as illegal and arbitrary and to set aside the same with a direction to the Respondents to reinstate the Petitioner into service with all consequential benefits.
3. The Respondent entered their appearance and filed counter.
4. This Tribunal held the domestic enquiry as legal and valid on 5.2.2010 as Petitioner's counsel conceded the validity and legality of the domestic enquiry.
5. While the case was posted for hearing arguments, neither the Petitioner nor the Respondent attended the Court to advance argument. As this is a case of the year 2008, this Tribunal has given fair chance to advance argument to both the parties. In spite of that, both the parties failed to attend the case, which clearly indicates that the dispute of the parties has already been settled. Hence, 'No Dispute' award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant and corrected by me on this the 14th day of March, 2016.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 11 अप्रैल, 2016

का. आ. 709.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एससीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचाट (संदर्भ संख्या 8/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11/04/2016 को प्राप्त हुआ था।

[सं. एल-22013/1/2016-आई आर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 11th April, 2016

S.O. 709.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 8/2009) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court, Hyderabad* as shown in the Annexure, in the industrial dispute between the management of *M/s. Singareni Collieries Co. Ltd.*, and their workmen, received by the Central Government on 11/04/2016.

[No. L-22013/1/2016 - IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD****Present:** Sri Muralidhar Pradhan, Presiding OfficerDated the 11th day of March, 2016**INDUSTRIAL DISPUTE L.C.No. 8/2009****Between:**

Sri Kona Jayachandra Rao,

S/o Nooka Raju,

R/o Qtr.No.648, T-II,

Manuguru, Khammam District.

.....Petitioner

AND

1. The Chief General Manager,
M/s. Singareni Collieries Company Ltd.,
Manuguru. Khammam District.

2. The Manager (SOM)
M/s. Singareni Collieries Company Ltd.,
PK-I Incline, Manuguru.
Khammam District.

....Respondents

Appearances:

For the Petitioner : M/s. G. Vidya Sagar, K. Udaya Sri, P. Sudheer Rao & D. Sunil Kumar, Advocates

For the Respondent : M/s. P.A.V.V.S. Sarma & Vijaya Laxmi Panguluri, Advocates.

AWARD

Sri Kona Jayachandra Rao, the Petitioner has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents M/s. Singareni Collieries Company Ltd., and it was registered in this Tribunal as LC No.8/2009 and notices were issued to the Respondents.

2. Petitioner filed the present case seeking for declaring the action on the part of the Respondents in terminating the service of the Petitioner vide order dated 12.9.2007 as illegal, arbitrary and contrary to the provisions of law and consequentially directing the Respondents to reinstate the Petitioner into service with full back wages, continuity of service and all other benefits.

3. The Respondents entered their appearance and filed counter.
4. This Tribunal found the domestic enquiry conducted in this case as legal and valid vide order dt. 21.1.2011. While the case was posted for arguments under Sec.11(A), the Petitioner remained absent. Several opportunities were given to the Petitioner to advance argument, but the Petitioner failed to avail such opportunities which clearly indicates that the dispute of the Petitioner has already been settled and the Petitioner has got nothing to raise any claim. Hence, 'No Dispute' award is passed.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her and corrected by me on this the 11th day of March, 2016.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 11 अप्रैल, 2016

का. आ. 710.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एससीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 99/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11/04/2016 को प्राप्त हुआ था।

[सं. एल-22013/1/2016-आई आर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 11th April, 2016

S.O. 710.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 99/2009) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court, Hyderabad* as shown in the Annexure, in the industrial dispute between the management of *M/s. Singareni Collieries Co. Ltd.*, and their workmen, received by the Central Government on 11/04/2016.

[No. L-22013/1/2016 - IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: Sri Muralidhar Pradhan, Presiding Officer

Dated the 10th day of March, 2016

INDUSTRIAL DISPUTE L.C. No. 99/2009

Between:

Sri Kasu Mallaiah,
S/o Sri Kasu Iyalaiah,
R/o Q.No.G-411,
Ganga Colony, Ramakrishnapur Post,
Adilabad District.

.....Petitioner

AND

1. The General Manager,
M/s. Singareni Collieries Company Ltd.,
Ramakrishnapur,
Adilabad.

2. The Superintendent of Mines,
M/s. Singareni Collieries Company Ltd.,
R.K.V. Incline, Ramakrishnapur,
Adilabad District.

....Respondents

Appearances:

For the Petitioner : M/s. G. Vidya Sagar, K. Udaya Sri, P. Sudheer Rao & D. Sunil Kumar, Advocates
For the Respondent : M/s. P.A.V.V.S. Sarma & Vijaya Laxmi Panguluri, Advocates

AWARD

Sri Kasu Mallaiah, the Petitioner has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents M/s. Singareni Collieries Company Ltd., and it was registered in this Tribunal as LC No.99/2009 and notices were issued to the Respondents.

2. Petitioner filed the present case seeking for declaring the action on part of the Respondents in terminating the service of the Petitioner vide notice No.SRP/RK5/8/P001/SO/3459 dated 19.6.2004 prematurely on the ground that the Petitioner would be attaining the age of 60 years as on 18.3.2005 is illegal, arbitrary and contrary to the provisions of law and a further prayer to set aside the said notice and consequentially pass an award directing the Respondents to continue the Petitioner in service till he attains the age of superannuation of 60 years as on 18.4.2015 in terms of V.T.C. Certificate No.11934 dated 19.4.1977 and pass further order or orders in the interest of justice.

2. The Respondent entered their appearance and filed counter.

3. While the case was posted for recording the evidence of the Petitioner, the Petitioner remained absent. Several opportunities have been given to the Petitioner to adduce evidence, but the Petitioner failed to avail such opportunities which clearly indicates that the dispute of the Petitioner has already been settled and the Petitioner has got nothing to raise any claim. Hence, 'No Dispute' award is passed.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her and corrected by me on this the 10th day of March, 2016.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 11 अप्रैल, 2016

का. आ. 711.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एससीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 18/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11/04/2016 को प्राप्त हुआ था।

[सं. एल-22013/1/2016-आई आर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 11th April, 2016

S.O. 711.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 18/2007) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court, Hyderabad* as shown in the Annexure, in the industrial dispute between the management of *M/s. Singareni Collieries Co. Ltd.*, and their workmen, received by the Central Government on 11.04.2016.

[No. L-22013/1/2016 - IR(CM-II)]

RAJENDER SINGH, Section Officer

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

Present: Sri Muralidhar Pradhan, Presiding Officer

Dated the 10th day of March, 2016

INDUSTRIAL DISPUTE L.C.No. 18/2007

Between:

Sri Pinneti Jagapathi,
S/o Komaraiah,
C/o M/s. A.K. Jaya Prakash Rao,
D.No.3-4-206/2, Lingampally,
Kachiguda,
Hyderabad -27.

...Petitioner

AND

1. The General Manager,
M/s. Singareni Collieries Company Ltd.,
Kalyani Khani, Mandamarri,
2. The Deputy General Manager,
M/s. Singareni Collieries Company Ltd.,
KK5 Incline Group of Mines,
Kalyani Khani Mandamarri,
Adilabad District.

...Respondents

Appearances:

For the Petitioner : M/s. A.K. Jayaprakash Rao, K. Srinivas Rao, P. Sudha, T. Bal Reddy, M. Govind and
Venkatesh Dixit, Advocates

For the Respondent : M/s. P.A.V.V.S. Sarma & Vijaya Laxmi Panguluri, Advocates

AWARD

Sri Pinneti Jagapathi, the Petitioner has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents M/s. Singareni Collieries Company Ltd., which was registered in this Tribunal as LC No. 18/2007 and notices were issued to the Respondents.

2. The Petitioner has filed the present case with a prayer to set aside the dismissal order dated 31.12.2005 and consequently to direct the Respondent to reinstate him into service with continuity of service, back wages and all consequential benefits and pass further order or orders in the interest of justice.

2. The Respondent entered their appearance and filed counter and documents.

3. While the case was posted for Petitioner's evidence, the Petitioner did not attend the Court to adduce evidence. In this case several opportunities have been given to the Petitioner to adduce evidence, but the Petitioner found absent and failed to avail those opportunities, which clearly indicates that the dispute of the Petitioner has already been settled and the Petitioner has nothing to raise any claim. Hence, a 'No Dispute' award is passed.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her and corrected by me on this the 10th day of March, 2016.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 11 अप्रैल, 2016

का. आ. 712.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एससीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 98/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.04.2016 को प्राप्त हुआ था।

[सं. एल-22013/1/2016-आई आर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 11th April, 2016

S.O. 712. — In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 98/2007) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court, Hyderabad* as shown in the Annexure, in the industrial dispute between the management of *M/s. Singareni Collieries Co. Ltd.*, and their workmen, received by the Central Government on 11.04.2016.

[No. L-22013/1/2016 - IR(CM-II)]
RAJENDER SINGH, Section Officer

ANNEXURE

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

Present: Sri Muralidhar Pradhan, Presiding Officer

Dated the 10th day of March, 2016

INDUSTRIAL DISPUTE L.C.No. 98/2007

Between:

Sri M. Chatrapathi,
S/o Rajeswar.
R/o Sripathi Nagar, Kalyanikhani.
Adilabad District.

...Petitioner

AND

1. The Managing Director,
M/s. Singareni Collieries Company Ltd., (Admn),
Kothagudem, Khammam District.
2. The General Manager,
M/s. Singareni Collieries Company Ltd.,
Mandamarri Area,
Adilabad District.
3. The Collieries Manager,
M/s. Singareni Collieries Company Ltd.,
Kasipet Mine, Mandamarri Area,
Adilabad District.

...Respondents

Appearances:

For the Petitioner : M/s. P. Venkat Rao & G. Naga Raju, Advocates

For the Respondent : Sri S.M. Subhani, Advocate

AWARD

Sri M. Chatrapathi, the Petitioner has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents M/s. Singareni Collieries Company Ltd., which was registered in this Tribunal as LC No. 98/2007 and notices were issued to the Respondents.

2. The Petitioner has filed the present case with a prayer to set aside the dismissal order issued by the 2nd Respondent vide order No. P/MM/7/2/00/3525, dated 16.8.2000 as the dismissal is contrary to the rules and to direct the Respondents to reinstate the Petitioner into service with all consequential benefits and pass further order or orders in the interest of justice.
3. The Respondent entered their appearance and filed counter.
4. This Tribunal held the domestic enquiry as legal and valid on 6.7.2009 as there is none to challenge the validity and legality of the domestic enquiry.

5. While the case was posted for hearing arguments, neither the Petitioner nor the Respondent attended the Court to advance arguments. As this is a case of the year 2007, this Tribunal has given fair chance to advance arguments to both the parties. In spite of that, both the parties failed to attend the case, which clearly indicates that the dispute of the parties has already been settled. Hence, 'No Dispute' award is passed.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her and corrected by me on this the 10th day of March, 2016.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 11 अप्रैल, 2016

का. आ. 713.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एससीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 108/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11/04/2016 को प्राप्त हुआ था।

[सं. एल-22013/1/2016-आई आर (सीएम-II)]
राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 11th April, 2016

S.O. 713.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 108/2007) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court, Hyderabad* as shown in the Annexure, in the industrial dispute between the management of *M/s. Singareni Collieries Co. Ltd.*, and their workmen, received by the Central Government on 11.04.2016.

[No. L-22013/1/2016 - IR(CM-II)]
RAJENDER SINGH, Section Officer

ANNEXURE

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

Present: Sri Muralidhar Pradhan, Presiding Officer

Dated the 10th day of March, 2016

INDUSTRIAL DISPUTE L.C.No. 108/2007

Between:

Sri Sk. Mahammad,
S/o Sk. Bhandisal,
R/o DA949, Nehru Basti,
Ramavaram, Kothagudem,
Khammam District.

...Petitioner

AND

1. The Managing Director,
M/s. Singareni Collieries Company Ltd.,
Singareni Bhavan, Lakdikapool,
Hyderabad.

2. The General Manager,
M/s. Singareni Collieries Company Ltd.,
Kothagudem Collieries,
Kothagudem, Khammam District. ...Respondents

Appearances:

For the Petitioner : M/s. G. Ravi Mohan, Vikas Sharma, K. Bhaskar & G. Pavan Kumar, Advocates
For the Respondent : M/s. P.A.V.V.S. Sarma & Vijaya Laxmi Panguluri, Advocates

AWARD

Sri Sk. Mahammad, the Petitioner has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents M/s. Singareni Collieries Company Ltd., which was registered in this Tribunal as LC No. 108/2007 and notices were issued to the Respondents.

- Petitioner filed the present case with a prayer to set aside the dismissal order dated 3.9.2003 and consequently to direct the Respondent to reinstate the Petitioner into service with all consequential benefits and pass further order or orders in the interest of justice.
- The Respondent entered their appearance and filed counter.
- This Tribunal held the domestic enquiry as legal and valid on 13.12.2010 as the Learned Counsel for the Petitioner conceded the validity and legality of the domestic enquiry.
- While the case was posted for hearing arguments, neither the Petitioner nor the Respondent attended the Court to advance arguments. As this is a case of the year 2007, this Tribunal has given fair chance to advance arguments to both the parties. But, inspite of that, both the parties failed to attend the case, which clearly indicates that the dispute of the parties has already been settled. Hence, 'No Dispute' award is passed.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her and corrected by me on this the 10th day of March, 2016.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the	Witnesses examined for the
Petitioner	Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 13 अप्रैल, 2016

का.आ. 714.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार नुक्लेयर पावर कारपोरेशन ऑफ इंडिया लिमिटेड, मुंबई के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट [संदर्भ (सीजीआईटीए) सं. 132/2010] को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.4.2016 को प्राप्त हुआ था।

[सं. एल-42012/86/2007-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 13th April, 2016

S.O. 714.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award [ID Ref. (CGITA) No. 132/2010] of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Nuclear Power Corporation of India Limited, Mumbai and their workmen, which was received by the Central Government on 12.04.2016.

[No. L-42012/86/2007-IR (DU)]

P. K. VENUGOPAL, Desk Officer

engaging in different contract labourer to execute the job assigned to them. The second party workman was engaged by the contractor M/s All Services Under I Roof (India) Pvt. Ltd, the first party No. 2, herein after referred to as First party No.2, as contract labour. First party No. 1 awarded job to first party no. 2 to carry out the certain activities as per the work order no. KAPS/SMU/78660/11/2006/REV/71111 dated 04.01.2007. The services of second party were engaged by first party no. 2, or a contractor. Engaging the contract labour to get the job executed and the service conditions of such contract labour including the termination of his service falls within the domain of first party no. 2 contractor only. First party no. 1 had nothing to do in the matters of engagement and termination of contract labours. This is also noteworthy that the Ministry of Labour & Employment, Government of India has not made any mention regarding the relief against the first party no. 1. Thus, the Tribunal has no jurisdiction to grant any relief to first party no.1.

4. First party No. 2, M/s All Services Under I Roof (India) Pvt. Ltd, herein after referred to as First party No. 2, submitted the written statement (Ext.13) admitting the facts of the first party no. 1 stated that the second party workman has not raised any demand against him for reinstatement of service with full back wages and continuity of service with effect from 29.03.2007 or any other date. The Industrial Disputes Act does not recognized tripartite relationship of principle employer, the contractor and the workman engaged by the contractor. Thus, this reference is not maintainable under the law against him. First party No. 1 awarded the job for material handling and regular maintenance of plant buildings for inner and outer areas of inside operating Iceland during the year 2006-07 in KAPS plant side at Moticher Dist. Surat to M/s All Services Under I Roof (India) Pvt. Ltd for a period of 12 months on terms and conditions described in the agreement after inviting tenders in accordance the rules and agreement. Therefore, no demand could be raised for and on behalf of the workman whose tenure of employment was fixed for a limited period to end on the expiry of the contract between the principle employer and the contractor. The reference is vague, general, devoid of any material particulars and without disclosing the cause of action proceeding against the contractor. He used to maintain proper records of social security benefits such as ESI and PF to their workmen. During the tenure of contract, he applied for issue of entry passes on 03.01.2007 to first party no. 1 regarding 85 workmen. Same were issued accordingly. He also extended provident funds, including workmen compensation policy to all workmen engaged by him. He is also enrolled as an independent employer under the provisions of PF Act, ESI Act and also Bombay Shops and Establishments Act, 1948. He maintained wage and attendance register of all workmen including second party workman. He further stated that he was engaged as contractor by First party No. 1 and second party workman was engaged as helper as a casual job and operations of intermittent nature with effect form 04.01.2007 till 29.01.2007 only for 12 days. He tendered appointment letter to all workman immediately on 04.01.2007 but same were issued by the contract labourers.

5. On perusal of pleading of all the parties, following issues arise:

- (I) Whether the second party workman was having employer-employee relationship with the first party no. 1?
- (II) Whether the second party workman was having employer-employee relationship with the first party no. 2?
- (III) Whether the second party workman is entitled for the relief sought through the reference?

6. After submitting the written statement by first party no. 2, he did not turn up to contest the case.

7. To prove the case, second party workman Lallubhai Becharbhai Mayavanshi was examined who supported the facts narrated in the statement of claim (Ext.10). In his cross examination, he stated that he is 55 years old, illiterate and does not know his date of birth. He admitted that no appointment letter was issued to him for the said job by the first party no. 1. He was employed by first party no. 2 contractor M/s All Services Under I Roof (India) Pvt. Ltd. The contractor used to supervise his work and pay salary to him for the work done by him. He has 8 members in his family and maintains them by doing labour work earning 2 to 3 thousand rupees in a month.

8. As first party no 2 after submitting written statement did not turn up and also did not prefer to cross examine the second party witness, therefore, the reference is decided ex-parte in his absence.

9. From the pleadings and evidence, it is clear that first party no. 2 admitted the fact that he was awarded contract for a year by the first party no. 1 with effect from 04.01.2007. He has also admitted that second party workman was employed by him for the execution of the said contract.

10. First party no. 1 has denied the employment of the second party workman and second party workman has also admitted that he was not employed by the first party no. 1. It is also noteworthy that workman, unlike his statement in the statement of claim, has not proved that he was employed by the first party no. 1. He has also failed to prove that he worked for more than 240 days in any calendar year. Thus, in the circumstances of the case, no relief can be granted against the first party no. 1 and the Issue No. I & II are decided in the manner that the second party workman was the casual labourer of the first party no. 2.

11. As first party no. 2 failed to contest the case by non-appearance and has admitted that he engaged the second party workman as contract labour. Second party workman stated on oath that he always worked with the contractor for more than 240 days in each calendar year and first party no. 2 has not rebutted it by cross examination of the workman or by any other evidence. Thus, the reference may be decided in the terms that the termination of the second party was illegal

and unjustified because his services were terminated without any notice and retrenchment compensation. The second party workman deserves for reinstatement of his services with the first party no. 2.

12. In following cases, Punjab and Haryana High Court 2016 LLL 25 and Delhi High Court 2016 (148) FLR 460 held that “In the absence of relationship of employer-employee, the principal employer cannot be directed by the Labour Court to reinstate the employee of the contractor”.

13. In the present case, the second party workman has failed to establish the relationship of employer and employee between the second party workman and the first party no. 1 KAPS. Therefore, no relief can be granted against the first party No. 1 KAPS. As regard, first party no. 2, he has admitted the employer and employee relationship, therefore, relief of reinstatement of services is equitable to be granted against the first party no. 2 M/s All Services Under I Roof (India) Pvt. Ltd.

14. The reference is decided accordingly. First party no. 1 is directed to reinstate the services of the second party workman within 30 days from the date of publication of Award.

This is the award of the Tribunal.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 13 अप्रैल, 2016

का.आ. 715.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार नुक्लेअर पावर कारपोरेशन ऑफ इंडिया लिमिटेड, मुंबई के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट [संदर्भ (सीजीआईटीए) सं. 133/2010] को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.4.2016 को प्राप्त हुआ था।

[सं. एल-42012/87/2007-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 13th April, 2016

S.O. 715.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award [ID Ref. (CGITA) No. 133/2010] of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Nuclear Power Corporation of India Limited, Mumbai and their workmen, which was received by the Central Government on 12.04.2016.

[No. L-42012/87/2007-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

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

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 9th March, 2016

Reference: (CGITA) No. 133/2010

Reference : (ITC) No. 2/2008

1. Station Director,
Nuclear Power Corp. of India Ltd.
Kakrapar Atomic Power Station,
P.O. Anukala, Via. Vyara,
Dist Surat (Gujarat)-394651
2. M/s. All Service Under 1 Roof (India) Pvt. Ltd.,
Unit No. 7, Shantinagar Co-op. Industrial Estate,
Plot No. 4B, Vakola, Santacruz (E),
Mumbai-400055

...First Party

Vs.

Their Workman,
 Shri Gamanbhai Sumjibhai Chaudhary
 At. Post Moticher, Taluka Mandvi,
 Surat (Gujarat) ...Second Party

For the First Party : Shri K.V. Gadhia, Advocate

For the Second Party : Shri L.M. Patil, Advocate

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-42012/87/2007-IR(DU) dated 18.07.2008 referred the dispute for adjudication to the Industrial Tribunal, Surat(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of M/s All services under 1 Roof (India) Pvt. Ltd, Mumbai contractor of M/s Kakrapar Atomic Power Station, in terminating the services of Shri Gamanbhai Sumjibhai Chaudhary, w.e.f. 29/03/2007 is legal and justified? If not, to what relief the workman is entitled to?”

2. The second party submit statement of claim (Ext.9) has stated that he was initially appointed as helper with the in the first party on 13.12.2003 and has been continuing uninterruptedly till 29.03.2007 and in each calendar year of aforesaid said period worked for more than 240 days. He was appointed on a sanctioned and vacant post permanently by the principle employer first party Kakrapar Atomic Power station, herein after referred to as First party No. 1, upto the year 2007. In the year 2007, his services were put under a contractor the first party no.2 One Roof (India) Pvt. Ltd. He is meant to say that he initially he was employed by the first party no. 1 Kakrapar Atomic Power Station in 1991. Later, his services were converted into outsourcing through afore said contractor. His services were always supervised by the first party no. 1 Kakrapar Atomic Power Station. His leaves were also sanctioned by the principle employer. In the year 2007, when the contractor was changed, he raised the objection which led into the annoyance. His service were terminated on 29.03.2007 without assigning any reason and also without initiating departmental inquiry and show cause notice. Thus, his termination order violated the provision of section 25 (F) of the I.D. Act. At the time of termination, junior employees were retained violating the provisions of section 25 (G & H) of the I.D. Act. Thus, the termination order is illegal and violative of the section 25 (G & H) of the I.D. Act, 1947.

3. In reply to the statement of claim, the first party no. 1 Kakrapar Atomic Power Station in his written statement (Ext.14) denied the facts narrated in the statement of claim and stated that first party no. 1 Nuclear Power Corporation India Ltd. is a public sector under the administrative control of the Department of Atomic Energy, engaging in the business of power generation through atomic energy across the country. It has established two units at Kakrapar Atomic Power Station at village Kakrapar, Mandvi, Dist. Surat, Gujarat. It has been awarding ‘job contract’ to different contractors from time to time depending upon the requirements. These contractors so awarded the job contract have been engaging in different contract labourer to execute the job assigned to them. The second party workman was engaged by the contractor M/s All Services Under I Roof (India) Pvt. Ltd, the first party No. 2, herein after referred to as First party No.2, as contract labour. First party No. 1 awarded job to first party no. 2 to carry out the certain activities as per the work order no. KAPS/SMU/78660/11/2006/REV/71111 dated 04.01.2007. The services of second party were engaged by first party no 2, or a contractor. Engaging the contract labour to get the job executed and the service conditions of such contract labour including the termination of his service falls within the domain of first party no. 2 contractor only. First party no. 1 had nothing to do in the matters of engagement and termination of contract labours. This is also noteworthy that the Ministry of Labour & Employment, Government of India has not made any mention regarding the relief against the first party no. 1. Thus, the Tribunal has no jurisdiction to grant any relief to first party no.1.

4. First party No. 2, M/s All Services Under I Roof (India) Pvt. Ltd, herein after referred to as First party No. 2, submitted the written statement (Ext.12) admitting the facts of the first party no. 1 stated that the second party workman has not raised any demand against him for reinstatement of service with full back wages and continuity of service with effect from 29.03.2007 or any other date. The Industrial Disputes Act does not recognized tripartite relationship of principle employer, the contractor and the workman engaged by the contractor. Thus, this reference is not maintainable under the law against him. First party No. 1 awarded the job for material handling and regular maintenance of plant buildings for inner and outer areas of inside operating Iceland during the year 2006-07 in KAPS plant side at Moticher Dist. Surat to M/s All Services Under I Roof (India) Pvt. Ltd for a period of 12 months on terms and conditions described in the agreement after inviting tenders in accordance the rules and agreement. Therefore, no demand could be raised for and on behalf of the workman whose tenure of employment was fixed for a limited period to end on the expiry of the contract between the principle employer and the contractor. The reference is vague , general, devoid of any material particulars and without disclosing the cause of action proceeding against the contractor. He used to maintain proper records of social security benefits such as ESI and PF to their workmen. During the tenure of contract, he applied for issue of entry passes on 03.01.2007 to first party no. 1 regarding 85 workmen. Same were issued accordingly. He also extended provident funds, including workmen compensation policy to all workmen engaged by him. He is also enrolled as an independent employer under the provisions of PF Act, ESI Act and also Bombay Shops and

Establishments Act, 1948. He maintained wage and attendance register of all workmen including second party workman. He further stated that he was engaged as contractor by First party No. 1 and second party workman was engaged as helper as a casual job and operations of intermittent nature with effect from 04.01.2007 till 29.01.2007 only for 14 days. He tendered appointment letter to all workman immediately on 04.01.2007 but same were issued by the contract labourers.

5. On perusal of pleading of all the parties, following issues arise:

- (I) Whether the second party workman was having employer-employee relationship with the first party no. 1?
- (II) Whether the second party workman was having employer-employee relationship with the first party no. 2?
- (III) Whether the second party workman is entitled for the relief sought through the reference?

6. After submitting the written statement by first party no. 2, he did not turn up to contest the case.

7. To prove the case, second party workman Gamanbhai Sumjibhai Chaudhary was examined who supported the facts narrated in the statement of claim (Ext.9). In his cross examination, he stated that he is 55 years old, illiterate and does not know his date of birth. He admitted that no appointment letter was issued to him for the said job by the first party no. 1. He was employed by first party no. 2 contractor M/s All Services Under I Roof (India) Pvt. Ltd. The contractor used to supervise his work and pay salary to him for the work done by him. He has 8 members in his family and maintains them by doing labour work earning 1 to 2 thousand rupees in a month.

8. As first party no. 2 after submitting written statement did not turn up and also did not prefer to cross examine the second party witness, therefore, the reference is decided ex-parte in his absence.

9. From the pleadings and evidence, it is clear that first party no. 2 admitted the fact that he was awarded contract for a year by the first party no. 1 with effect from 04.01.2007. He has also admitted that second party workman was employed by him for the execution of the said contract.

10. First party no. 1 has denied the employment of the second party workman and second party workman has also admitted that he was not employed by the first party no. 1. It is also noteworthy that workman, unlike his statement in the statement of claim, has not proved that he was employed by the first party no. 1. He has also failed to prove that he worked for more than 240 days in any calendar year. Thus, in the circumstances of the case, no relief can be granted against the first party no. 1 and the Issue No. I & II are decided in the manner that the second party workman was the casual labourer of the first party no. 2.

11. As first party no. 2 failed to contest the case by non-appearance and has admitted that he engaged the second party workman as contract labour. Second party workman stated on oath that he always worked with the contractor for more than 240 days in each calendar year and first party no. 2 has not rebutted it by cross examination of the workman or by any other evidence. Thus, the reference may be decided in the terms that the termination of the second party was illegal and unjustified because his services were terminated without any notice and retrenchment compensation. The second party workman deserves for reinstatement of his services with the first party no. 2.

12. In following cases, Punjab and Haryana High Court 2016 LLL 25 and Delhi High Court 2016 (148) FLR 460 held that "In the absence of relationship of employer-employee, the principal employer cannot be directed by the Labour Court to reinstate the employee of the contractor".

13. In the present case, the second party workman has failed to establish the relationship of employer and employee between the second party workman and the first party no. 1 KAPS. Therefore, no relief can be granted against the first party No. 1 KAPS. As regard, first party no. 2, he has admitted the employer and employee relationship, therefore, relief of reinstatement of services is equitable to be granted against the first party no. 2 M/s All Services Under I Roof (India) Pvt. Ltd.

14. The reference is decided accordingly. First party no. 1 is directed to reinstate the services of the second party workman within 30 days from the date of publication of Award.

This is the award of the Tribunal.

PRAMOD KUMAR CHATURVEDI, Presiding Officer

नई दिल्ली, 13 अप्रैल, 2016

का.आ. 716.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार नुक्लेअर पावर कारपोरेशन ऑफ इंडिया लिमिटेड, मुंबई के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट [संदर्भ (सीजीआईटीए) सं. 134/2010] को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.4.2016 को प्राप्त हुआ था।

[सं. एल-42012/88/2007-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 13th April, 2016

S.O. 716.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award [ID Ref. (CGITA) No. 134/2010] of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Nuclear Power Corporation of India Limited, Mumbai and their workmen, which was received by the Central Government on 12.04.2016.

[No. L-42012/88/2007-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD****Present :**

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 9th March, 2016

Reference: (CGITA) No. 134/2010**Reference : (ITC) No. 3/2008**

1. Station Director,
Nuclear Power Corp. of India Ltd.
Kakrapar Atomic Power Station,
P.O. Anukala, Via. Vyara,
Dist Surat (Gujarat)-394651
2. M/s. All Service Under 1 Roof (India) Pvt. Ltd.,
Unit No. 7, Shantinagar Co-op. Industrial Estate,
Plot No. 4B, Vakola, Santacruz (E),
Mumbai-400055 ...First Party

Vs.

Their Workman,
Shri Babubhai Sukhabhai Chaudhary
At. Post Moticher, Taluka Mandvi,
Surat (Gujarat) ...Second Party

For the First Party : Shri K.V. Gadhia, Advocate

For the Second Party :

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-42012/88/2007-IR(DU) dated 18.07.2008 referred the dispute for adjudication to the Industrial Tribunal, Surat(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of M/s. All services under 1 Roof (India) Pvt. Ltd, Mumbai contractor of M/s. Kakrapar Atomic Power Station, in terminating the services of Shri Babubhai Sukhabhai Chaudhary, w.e.f. 29/03/2007 is legal and justified? If not, to what relief the workman is entitled to?”

2. The second party submit statement of claim (Ext.9) has stated that he was initially appointed as helper with the in the first party on 02.06.1991 and has been continuing uninterruptedly till 29.03.2007 and in each calendar year of aforesaid said period worked for more than 240 days. He was appointed on a sanctioned and vacant post permanently by the principle employer first party Kakrapar Atomic Power station, herein after referred to as First party No. 1, upto the year 2007. In the year 2007, his services were put under a contractor the first party no.2 One Roof (India) Pvt. Ltd. He is meant to say that he initially he was employed by the first party no. 1 Kakrapar Atomic Power Station in 1991. Later, his services were converted into outsourcing through afore said contractor. His services were always supervised by the first party no. 1 Kakrapar Atomic Power Station. His leaves were also sanctioned by the principle employer. In the year 2007, when the contractor was changed, he raised the objection which led into the annoyance. His service were terminated on 29.03.2007 without assigning any reason and also without initiating departmental inquiry and show cause notice. Thus, his termination order violated the provision of section 25 (F) of the I.D. Act. At the time of termination, junior

employees were retained violating the provisions of section 25 (G & H) of the I.D. Act. Thus, the termination order is illegal and violative of the section 25 (G & H) of the I.D. Act, 1947.

3. In reply to the statement of claim, the first party no. 1 Kakrapar Atomic Power Station in his written statement (Ext.12) denied the facts narrated in the statement of claim and stated that first party no. 1 Nuclear Power Corporation India Ltd. is a public sector under the administrative control of the Department of Atomic Energy, engaging in the business of power generation through atomic energy across the country. It has established two units at Kakrapar Atomic Power Station at village Kakrapar, Mandvi, Dist. Surat, Gujarat. It has been awarding 'job contract' to different contractors from time to time depending upon the requirements. These contractors so awarded the job contract have been engaging in different contract labourer to execute the job assigned to them. The second party workman was engaged by the contractor M/s. All Services Under I Roof (India) Pvt. Ltd, the first party No. 2, herein after referred to as First party No.2, as contract labour. First party No. 1 awarded job to first party no. 2 to carry out the certain activities as per the work order no KAPS/SMU/78660/11/2006/REV/71111 dated 04.01.2007. The services of second party were engaged by first party no 2, or a contractor. Engaging the contract labour to get the job executed and the service conditions of such contract labour including the termination of his service falls within the domain of first party no. 2 contractor only. First party no. 1 had nothing to do in the matters of engagement and termination of contract labours. This is also noteworthy that the Ministry of Labour & Employment, Government of India has not made any mention regarding the relief against the first party no. 1. Thus, the Tribunal has no jurisdiction to grant any relief to first party no.1.

4. First party No. 2, M/s. All Services Under I Roof (India) Pvt. Ltd, herein after referred to as First party No. 2, submitted the written statement (Ext.11) admitting the facts of the first party no. 1 stated that the second party workman has not raised any demand against him for reinstatement of service with full back wages and continuity of service with effect from 29.03.2007 or any other date. The Industrial Disputes Act does not recognized tripartite relationship of principle employer, the contractor and the workman engaged by the contractor. Thus, this reference is not maintainable under the law against him. First party No. 1 awarded the job for material handling and regular maintenance of plant buildings for inner and outer areas of inside operating Iceland during the year 2006-07 in KAPS plant side at Moticher Dist. Surat to M/s. All Services Under I Roof (India) Pvt. Ltd for a period of 12 months on terms and conditions described in the agreement after inviting tenders in accordance the rules and agreement. Therefore, no demand could be raised for and on behalf of the workman whose tenure of employment was fixed for a limited period to end on the expiry of the contract between the principle employer and the contractor. The reference is vague , general, devoid of any material particulars and without disclosing the cause of action proceeding against the contractor. He used to maintain proper records of social security benefits such as ESI and PF to their workmen. During the tenure of contract, he applied for issue of entry passes on 03.01.2007 to first party no. 1 regarding 85 workmen. Same were issued accordingly. He also extended provident funds, including workmen compensation policy to all workmen engaged by him. He is also enrolled as an independent employer under the provisions of PF Act, ESI Act and also Bombay Shops and Establishments Act, 1948. He maintained wage and attendance register of all workmen including second party workman. He further stated that he was engaged as contractor by First party No. 1 and second party workman was engaged as helper as a casual job and operations of intermittent nature with effect form 04.01.2007 till 29.01.2007 only for 13 days. He tendered appointment letter to all workman immediately on 04.01.2007 but same were issued by the contract labourers.

5. On perusal of pleading of all the parties, following issues arise:

- (I) Whether the second party workman was having employer-employee relationship with the first party no. 1?
- (II) Whether the second party workman was having employer-employee relationship with the first party no. 2?
- (III) Whether the second party workman is entitled for the relief sought through the reference?

6. After submitting the written statement by first party no. 2, he did not turn up to contest the case.

7. To prove the case, second party workman Shri Babubhai Sukhabhai Chaudhary was examined who supported the facts narrated in the statement of claim (Ext.9). In his cross examination, he stated that he is 55 years old, illiterate and does not know his date of birth. He admitted that no appointment letter was issued to him for the said job by the first party no. 1. He was employed by first party no. 2 contractor M/s. All Services Under I Roof (India) Pvt. Ltd. The contractor used to supervise his work and pay salary to him for the work done by him. He has 8 members in his family and maintains them by doing labour work earning 2 to 3 thousand rupees in a month.

8. As first party no 2 after submitting written statement did not turn up and also did not prefer to cross examine the second party witness, therefore, the reference is decided ex-parte in his absence.

9. From the pleadings and evidence, it is clear that first party no. 2 admitted the fact that he was awarded contract for a year by the first party no 1 with effect from 04.01.2007. He has also admitted that second party workman was employed by him for the execution of the said contract.

10. First party no. 1 has denied the employment of the second party workman and second party workman has also admitted that he was not employed by the first party no. 1. It is also noteworthy that workman, unlike his statement in the statement of claim, has not proved that he was employed by the first party no. 1. He has also failed to prove that he

worked for more than 240 days in any calendar year. Thus, in the circumstances of the case, no relief can be granted against the first party no. 1 and the Issue No. I & II are decided in the manner that the second party workman was the casual labourer of the first party no. 2.

11. As first party no. 2 failed to contest the case by non-appearance and has admitted that he engaged the second party workman as contract labour. Second party workman stated on oath that he always worked with the contractor for more than 240 days in each calendar year and first party no. 2 has not rebutted it by cross examination of the workman or by any other evidence. Thus, the reference may be decided in the terms that the termination of the second party was illegal and unjustified because his services were terminated without any notice and retrenchment compensation. The second party workman deserves for reinstatement of his services with the first party no. 2.

12. In following cases, Punjab and Haryana High Court 2016 LLL 25 and Delhi High Court 2016 (148) FLR 460 held that "In the absence of relationship of employer-employee, the principal employer cannot be directed by the Labour Court to reinstate the employee of the contractor".

13. In the present case, the second party workman has failed to establish the relationship of employer and employee between the second party workman and the first party no. 1 KAPS. Therefore, no relief can be granted against the first party No. 1 KAPS. As regard, first party no 2, he has admitted the employer and employee relationship, therefore, relief of reinstatement of services is equitable to be granted against the first party no. 2 M/s. All Services Under I Roof (India) Pvt. Ltd.

14. The reference is decided accordingly. First party no. 1 is directed to reinstate the services of the second party workman within 30 days from the date of publication of Award.

This is the award of the Tribunal.

PRAMOD KUMAR CHATURVEDI, Presiding Officer

नई दिल्ली, 13 अप्रैल, 2016

का.आ. 717.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार नुक्लेयर पावर कारपोरेशन ऑफ इंडिया लिमिटेड, मुंबई के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट [संदर्भ (सीजीआईटीए) सं. 135/2010] को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.4.2016 को प्राप्त हुआ था।

[सं. एल-42012/89/2007-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 13th April, 2016

S.O. 717.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award [ID Ref. (CGITA) No. 135/2010] of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Nuclear Power Corporation of India Limited, Mumbai and their workmen, which was received by the Central Government on 12.04.2016.

[No. L-42012/89/2007-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

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

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 9th March, 2016

Reference: (CGITA) No. 135/2010

Reference : (ITC) No. 4/2008

1. Station Director,
Nuclear Power Corp. of India Ltd.
Kakrapar Atomic Power Station,
P.O. Anukala, Via. Vyara,
Dist Surat (Gujarat)-394651

2. M/s. All Service Under 1 Roof (India) Pvt. Ltd.,
Unit No. 7, Shantinagar Co-op. Industrial Estate,
Plot No. 4B, Vakola, Santacruz (E),
Mumbai-400055

...First Party

Vs.

Their Workman,
Shri Jaisinghbhai Kevjibhai Chaudhari
At. Post Moticher, Taluka Mandvi,
Surat (Gujarat)

...Second Party

For the First Party : Shri K.V. Gadhia, Advocate

For the Second Party : Shri L.M. Patil, Advocate

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-42012/89/2007-IR(DU) dated 18.07.2008 referred the dispute for adjudication to the Industrial Tribunal, Surat(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of M/s. All services under 1 Roof (India) Pvt. Ltd, Mumbai contractor of M/s. Kakrapar Atomic Power Station, in terminating the services of Shri Jaisinghbhai Kevjibhai Chaudhari, w.e.f. 29/03/2007 is legal and justified? If not, to what relief the workman is entitled to?”

2. The second party submit statement of claim (Ext.8) has stated that he was initially appointed as helper with the in the first party on 02.06.1991 and has been continuing uninterruptedly till 29.03.2007 and in each calendar year of aforesaid said period worked for more than 240 days. He was appointed on a sanctioned and vacant post permanently by the principle employer first party Kakrapar Atomic Power station, herein after referred to as First party No. 1, upto the year 2007. In the year 2007, his services were put under a contractor the first party no.2 One Roof (India) Pvt. Ltd. He is meant to say that he initially he was employed by the first party no. 1 Kakrapar Atomic Power Station in 1991. Later, his services were converted into outsourcing through afore said contractor. His services were always supervised by the first party no. 1 Kakrapar Atomic Power Station. His leaves were also sanctioned by the principle employer. In the year 2007, when the contractor was changed, he raised the objection which led into the annoyance. His service were terminated on 29.03.2007 without assigning any reason and also without initiating departmental inquiry and show cause notice. Thus, his termination order violated the provision of section 25 (F) of the I.D. Act. At the time of termination, junior employees were retained violating the provisions of section 25 (G & H) of the I.D. Act. Thus, the termination order is illegal and violative of the section 25 (G & H) of the I.D. Act, 1947.

3. In reply to the statement of claim, the first party no. 1 Kakrapar Atomic Power Station in his written statement (Ext.13) denied the facts narrated in the statement of claim and stated that first party no. 1 Nuclear Power Corporation India Ltd. is a public sector under the administrative control of the Department of Atomic Energy, engaging in the business of power generation through atomic energy across the country. It has established two units at Kakrapar Atomic Power Station at village Kakrapar, Mandvi, Dist. Surat, Gujarat. It has been awarding ‘job contract’ to different contractors from time to time depending upon the requirements. These contractors so awarded the job contract have been engaging in different contract labourer to execute the job assigned to them. The second party workman was engaged by the contractor M/s. All Services Under I Roof (India) Pvt. Ltd, the first party No. 2, herein after referred to as First party No.2, as contract labour. First party No. 1 awarded job to first party no. 2 to carry out the certain activities as per the work order no KAPS/SMU/78660/11/2006/REV/71111 dated 04.01.2007. The services of second party were engaged by first party no 2, or a contractor. Engaging the contract labour to get the job executed and the service conditions of such contract labour including the termination of his service falls within the domain of first party no. 2 contractor only. First party no. 1 had nothing to do in the matters of engagement and termination of contract labours. This is also noteworthy that the Ministry of Labour & Employment, Government of India has not made any mention regarding the relief against the first party no. 1. Thus, the Tribunal has no jurisdiction to grant any relief to first party no.1.

4. First party No. 2, M/s. All Services Under I Roof (India) Pvt. Ltd, herein after referred to as First party No. 2, submitted the written statement (Ext.11) admitting the facts of the first party no. 1 stated that the second party workman has not raised any demand against him for reinstatement of service with full back wages and continuity of service with effect from 29.03.2007 or any other date. The Industrial Disputes Act does not recognized tripartite

relationship of principle employer, the contractor and the workman engaged by the contractor. Thus, this reference is not maintainable under the law against him. First party No. 1 awarded the job for material handling and regular maintenance of plant buildings for inner and outer areas of inside operating Iceland during the year 2006-07 in KAPS plant side at Moticher Dist. Surat to M/s All Services Under I Roof (India) Pvt. Ltd for a period of 12 months on terms and conditions described in the agreement after inviting tenders in accordance the rules and agreement. Therefore, no demand could be raised for and on behalf of the workman whose tenure of employment was fixed for a limited period to end on the expiry of the contract between the principle employer and the contractor. The reference is vague , general, devoid of any material particulars and without disclosing the cause of action proceeding against the contractor. He used to maintain proper records of social security benefits such as ESI and PF to their workmen. During the tenure of contract, he applied for issue of entry passes on 03.01.2007 to first party no. 1 regarding 85 workmen. Same were issued accordingly. He also extended provident funds, including workmen compensation policy to all workmen engaged by him. He is also enrolled as an independent employer under the provisions of PF Act, ESI Act and also Bombay Shops and Establishments Act, 1948. He maintained wage and attendance register of all workmen including second party workman. He further stated that he was engaged as contractor by First party No 1 and second party workman was engaged as helper as a casual job and operations of intermittent nature with effect form 04.01.2007 till 29.01.2007 only for 11 days. He tendered appointment letter to all workman immediately on 04.01.2007 but same were issued by the contract labourers.

5. On perusal of pleading of all the parties, following issues arise:

- (I) Whether the second party workman was having employer-employee relationship with the first party no. 1?
- (II) Whether the second party workman was having employer-employee relationship with the first party no. 2?
- (III) Whether the second party workman is entitled for the relief sought through the reference?

6. After submitting the written statement by first party no. 2, he did not turn up to contest the case.

7. To prove the case, second party workman Jaisinghbhai Kevjibhai Chaudhari was examined who supported the facts narrated in the statement of claim (Ext.8). In his cross examination, he stated that he is 55 years old, illiterate and does not know his date of birth. He admitted that no appointment letter was issued to him for the said job by the first party no. 1. He was employed by first party no. 2 contractor M/s. All Services Under I Roof (India) Pvt. Ltd. The contractor used to supervise his work and pay salary to him for the work done by him. He has 8 members in his family and maintains them by doing labour work earning 5 to 6 thousand rupees in a month.

8. As first party no 2 after submitting written statement did not turn up and also did not prefer to cross examine the second party witness, therefore, the reference is decided ex-parte in his absence.

9. From the pleadings and evidence, it is clear that first party no. 2 admitted the fact that he was awarded contract for a year by the first party no 1 with effect from 04.01.2007. He has also admitted that second party workman was employed by him for the execution of the said contract.

10. First party no. 1 has denied the employment of the second party workman and second party workman has also admitted that he was not employed by the first party no. 1. It is also noteworthy that workman, unlike his statement in the statement of claim, has not proved that he was employed by the first party no. 1. He has also failed to prove that he worked for more than 240 days in any calendar year. Thus, in the circumstances of the case, no relief can be granted against the first party no. 1 and the Issue No. I & II are decided in the manner that the second party workman was the casual labourer of the first party no. 2.

11. As first party no. 2 failed to contest the case by non-appearance and has admitted that he engaged the second party workman as contract labour. Second party workman stated on oath that he always worked with the contractor for more than 240 days in each calendar year and first party no. 2 has not rebutted it by cross examination of the workman or by any other evidence. Thus, the reference may be decided in the terms that the termination of the second party was illegal and unjustified because his services were terminated without any notice and retrenchment compensation. The second party workman deserves for reinstatement of his services with the first party no. 2.

12. In following cases, Punjab and Haryana High Court 2016 LLL 25 and Delhi High Court 2016 (148) FLR 460 held that "In the absence of relationship of employer-employee, the principal employer cannot be directed by the Labour Court to reinstate the employee of the contractor".

13. In the present case, the second party workman has failed to establish the relationship of employer and employee between the second party workman and the first party no. 1 KAPS. Therefore, no relief can be granted against the first party No. 1 KAPS. As regard, first party no 2, he has admitted the employer and employee relationship, therefore, relief of reinstatement of services is equitable to be granted against the first party no. 2 M/s. All Services Under I Roof (India) Pvt. Ltd.

14. The reference is decided accordingly. First party no. 1 is directed to reinstate the services of the second party workman within 30 days from the date of publication of Award.

This is the award of the Tribunal.

PRAMOD KUMAR CHATURVEDI, Presiding Officer

नई दिल्ली, 13 अप्रैल, 2016

का.आ. 718.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार नुक्लेयर पावर कारपोरेशन ऑफ इंडिया लिमिटेड, मुंबई के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट [संदर्भ (सीजीआईटीए) सं. 136/2010] को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.4.2016 को प्राप्त हुआ था।

[सं. एल-42012/90/2007-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 13th April, 2016

S.O. 718.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award [ID Ref. (CGITA) No. 136/2010] of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Nuclear Power Corporation of India Limited, Mumbai and their workmen, which was received by the Central Government on 12.04.2016.

[No. L-42012/90/2007-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

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

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 9th March, 2016

Reference: (CGITA) No. 136/2010

Reference : (ITC) No. 5/2008

1. Station Director,
Nuclear Power Corp. of India Ltd.,
Kakrapar Atomic Power Station,
P.O. Anukala, Via. Vyara,
Dist Surat (Gujarat)-394651
2. M/s. All Service Under 1 Roof (India) Pvt. Ltd.,
Unit No. 7, Shantinagar Co-op. Industrial Estate,
Plot No. 4B, Vakola, Santacruz (E),
Mumbai-400055

...First Party

Vs.

Their Workman,
Shri Nileshbhai Shakarbhai Gamit
At. Post Agaswana, Taluka Songarh,
Surat (Gujarat)

...Second Party

For the First Party : Shri K.V. Gadhia, Advocate
 For the Second Party : Shri L.M. Patil, Advocate

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-42012/90/2007-IR(DU) dated 18.07.2008 referred the dispute for adjudication to the Industrial Tribunal, Surat(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of M/s All services under 1 Roof (India) Pvt. Ltd, Mumbai contractor of M/s. Kakrapar Atomic Power Station, in terminating the services of Shri Nileshbhai Shakarbhai Gamit, w.e.f. 29/03/2007 is legal and justified? If not, to what relief the workman is entitled to?”

2. The second party submit statement of claim (Ext.9) has stated that he was initially appointed as helper with the in the first party on 18.01.1994 and has been continuing uninterruptedly till 29.03.2007 and in each calendar year of aforesaid said period worked for more than 240 days. He was appointed on a sanctioned and vacant post permanently by the principle employer first party Kakrapar Atomic Power station, herein after referred to as First party No. 1, upto the year 2007. In the year 2007, his services were put under a contractor the first party no.2 One Roof (India) Pvt. Ltd. He is meant to say that he initially he was employed by the first party no. 1 Kakrapar Atomic Power Station in 1991. Later, his services were converted into outsourcing through afore said contractor. His services were always supervised by the first party no. 1 Kakrapar Atomic Power Station. His leaves were also sanctioned by the principle employer. In the year 2007, when the contractor was changed, he raised the objection which led into the annoyance. His service were terminated on 29.03.2007 without assigning any reason and also without initiating departmental inquiry and show cause notice. Thus, his termination order violated the provision of section 25 (F) of the I.D. Act. At the time of termination, junior employees were retained violating the provisions of section 25 (G & H) of the I.D. Act. Thus, the termination order is illegal and violative of the section 25 (G & H) of the I.D. Act, 1947.

3. In reply to the statement of claim, the first party no. 1 Kakrapar Atomic Power Station in his written statement (Ext.14) denied the facts narrated in the statement of claim and stated that first party no. 1 Nuclear Power Corporation India Ltd. is a public sector under the administrative control of the Department of Atomic Energy, engaging in the business of power generation through atomic energy across the country. It has established two units at Kakrapar Atomic Power Station at village Kakrapar, Mandvi, Dist. Surat, Gujarat. It has been awarding ‘job contract’ to different contractors from time to time depending upon the requirements. These contractors so awarded the job contract have been engaging in different contract labourer to execute the job assigned to them. The second party workman was engaged by the contractor M/s. All Services Under I Roof (India) Pvt. Ltd., the first party No. 2, herein after referred to as First party No.2, as contract labour. First party No. 1 awarded job to first party no. 2 to carry out the certain activities as per the work order no KAPS/SMU/78660/11/2006/REV/71111 dated 04.01.2007. The services of second party were engaged by first party no 2, or a contractor. Engaging the contract labour to get the job executed and the service conditions of such contract labour including the termination of his service falls within the domain of first party no. 2 contractor only. First party no. 1 had nothing to do in the matters of engagement and termination of contract labours. This is also noteworthy that the Ministry of Labour & Employment, Government of India has not made any mention regarding the relief against the first party no. 1. Thus, the Tribunal has no jurisdiction to grant any relief to first party no.1.

4. First party No. 2, M/s. All Services Under I Roof (India) Pvt. Ltd., herein after referred to as First party No. 2, submitted the written statement (Ext.12) admitting the facts of the first party no. 1 stated that the second party workman has not raised any demand against him for reinstatement of service with full back wages and continuity of service with effect from 29.03.2007 or any other date. The Industrial Disputes Act does not recognized tripartite relationship of principle employer, the contractor and the workman engaged by the contractor. Thus, this reference is not maintainable under the law against him. First party No. 1 awarded the job for material handling and regular maintenance of plant buildings for inner and outer areas of inside operating Iceland during the year 2006-07 in KAPS plant side at Moticher Dist. Surat to M/s. All Services Under I Roof (India) Pvt. Ltd. for a period of 12 months on terms and conditions described in the agreement after inviting tenders in accordance the rules and agreement. Therefore, no demand could be raised for and on behalf of the workman whose tenure of employment was fixed for a limited period to end on the expiry of the contract between the principle employer and the contractor. The reference is vague, general, devoid of any material particulars and without disclosing the cause of action proceeding against the contractor. He used to maintain proper records of social security benefits such as ESI and PF to their workmen. During the tenure of contract, he applied for issue of entry passes on 03.01.2007 to first party no. 1 regarding 85 workmen. Same were issued accordingly. He also extended provident funds, including workmen compensation policy to all workmen engaged by him. He is also

enrolled as an independent employer under the provisions of PF Act, ESI Act and also Bombay Shops and Establishments Act, 1948. He maintained wage and attendance register of all workmen including second party workman. He further stated that he was engaged as contractor by First party No 1 and second party workman was engaged as helper as a casual job and operations of intermittent nature with effect from 04.01.2007 till 29.01.2007 only for 9 days. He tendered appointment letter to all workman immediately on 04.01.2007 but same were issued by the contract labourers.

5. On perusal of pleading of all the parties, following issues arise:

- (I) Whether the second party workman was having employer-employee relationship with the first party no. 1?
- (II) Whether the second party workman was having employer-employee relationship with the first party no. 2?
- (III) Whether the second party workman is entitled for the relief sought through the reference?

6. After submitting the written statement by first party no. 2, he did not turn up to contest the case.

7. To prove the case, second party workman Nileshbhai Shakarbhai Gamit was examined who supported the facts narrated in the statement of claim (Ext.9). In his cross examination, he stated that he is 55 years old, illiterate and does not know his date of birth. He admitted that no appointment letter was issued to him for the said job by the first party no. 1. He was employed by first party no. 2 contractor M/s All Services Under I Roof (India) Pvt. Ltd. The contractor used to supervise his work and pay salary to him for the work done by him. He has 8 members in his family and maintains them by doing labour work earning 1 to 1 ½ thousand rupees in a month.

8. As first party no 2 after submitting written statement did not turn up and also did not prefer to cross examine the second party witness, therefore, the reference is decided ex-parte in his absence.

9. From the pleadings and evidence, it is clear that first party no. 2 admitted the fact that he was awarded contract for a year by the first party no 1 with effect from 04.01.2007. He has also admitted that second party workman was employed by him for the execution of the said contract.

10. First party no. 1 has denied the employment of the second party workman and second party workman has also admitted that he was not employed by the first party no. 1. It is also noteworthy that workman, unlike his statement in the statement of claim, has not proved that he was employed by the first party no. 1. He has also failed to prove that he worked for more than 240 days in any calendar year. Thus, in the circumstances of the case, no relief can be granted against the first party no. 1 and the Issue No. I & II are decided in the manner that the second party workman was the casual labourer of the first party no. 2.

11. As first party no. 2 failed to contest the case by non-appearance and has admitted that he engaged the second party workman as contract labour. Second party workman stated on oath that he always worked with the contractor for more than 240 days in each calendar year and first party no. 2 has not rebutted it by cross examination of the workman or by any other evidence. Thus, the reference may be decided in the terms that the termination of the second party was illegal and unjustified because his services were terminated without any notice and retrenchment compensation. The second party workman deserves for reinstatement of his services with the first party no. 2.

12. In following cases, Punjab and Haryana High Court 2016 LLL 25 and Delhi High Court 2016 (148) FLR 460 held that "In the absence of relationship of employer-employee, the principal employer cannot be directed by the Labour Court to reinstate the employee of the contractor".

13. In the present case, the second party workman has failed to establish the relationship of employer and employee between the second party workman and the first party no. 1 KAPS. Therefore, no relief can be granted against the first party No. 1 KAPS. As regard, first party no 2, he has admitted the employer and employee relationship, therefore, relief of reinstatement of services is equitable to be granted against the first party no. 2 M/s. All Services Under I Roof (India) Pvt. Ltd.

14. The reference is decided accordingly. First party no. 1 is directed to reinstate the services of the second party workman within 30 days from the date of publication of Award.

This is the award of the Tribunal.

PRAMOD KUMAR CHATURVEDI, Presiding Officer

नई दिल्ली, 13 अप्रैल, 2016

का.आ. 719.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार डिपार्टमेंट ऑफ टेलीकम्यूनिकेशन के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट [संदर्भ (सीजीआईटीए) सं. 1407/2004] को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.4.2016 को प्राप्त हुआ था।

[सं. एल-40012/295/2002-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 13th April, 2016

S.O. 719.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award [ID Ref. (CGITA) No. 1407/2004] of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecommunication and their workmen, which was received by the Central Government on 12.04.2016.

[No. L-40012/295/2002-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD****Present :**

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 2nd March, 2016

Reference: (CGITA) No. 1407/2004

1. The General Manager,
BSNL,
Valsad Telecom District,
Akta Building, Tithal Road,
Valsad (GUJARAT)-396001

2. The Sub Divisional Officer (Telegram Traffic),
BSNL,
Akta Building,
Tithal Road,
Valsad (Gujarat)- 396001

...First Party

Vs.

Their workman
Through the Org. Secretary,
The associating of Railway and Post Employees,
15, Shashi Apartment,
Nr. Anjali Cinema
Vasna Road, Ahmedabad

...Second Party

For the First Party : Shri H.R. Raval, Advocate
For the Second Party : Shri R.C. Pathak, Advocate

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-40012/295/2002-IR(DU) dated 12.06.2003 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the actin of the management of Bharat Sanchar Nigam Limited (Telecom Department) in terminating the services of Sh. Rajubhai Ramanbhai Barodia is legal, proper and justified? If not, to what relief the concerned workman is entitled to and what other directions are necessary in the matter?”

2. This reference dates back to 12.06.2003. First party filed the vakalatnama (Ext.6 ,7 ,15 and 22) but the second party despite having knowledge did not prefer to submit vakalatnama and statement of claim. Thus it appears that second party has no inclination or willingness to proceed with the reference. Thus, the Tribunal has no option but to dismiss the reference in default of the second party.

3. The reference is dismissed in default of the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 19 अप्रैल, 2016

का.आ. 720.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय मद्रास एटॉमिक पावर स्टेशन एंड अदर्स कलपक्कम के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 12/2016) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19.4.2016 को प्राप्त हुआ था।

[सं. एल-42025/03/2016-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 19th April, 2016

S.O. 720.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (ID No. 12/2016) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Madras Atomic Power Station and Others, Kalpakkam and their workman, which was received by the Central Government on 19.04.2016.

[No. L-42025/03/2016-IR (DU)]

P. K. VENUGOPAL, Desk Officer

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

Thursday, the 31st March, 2016

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 12/2016**BETWEEN**

Sri N. Santhanam : 1st Party/Petitioner

AND

1. The Station Director : 2nd Party/1st Respondent
Madras Atomic Power Station
Kalpakkam
Kanchipuram-603102

2. The Management of Madras Atomic : 2nd Party/2nd Respondent
Power Station Cooperative Canteen
Kalpakkam
Kanchipuram-603102

Appearance:

For the 1st Party/Petitioner : M/s S.T. Varadharajulu, Advocates

For the 2nd Party/Management : M/s V. Vijay Shankar, Advocates

AWARD

This is an Industrial Dispute taken on file under Section-2(A)(2)(1) of the Industrial Disputes Act, 1947 (as amended by Act-24 of 2010 w.e.f. 15.09.2010).

2. The prayer of the petitioner in the ID is to pass an award holding that denial of employment to him by the Respondent from 01.09.1999 is not justified and consequently to direct the Respondent to reinstate him in service with backwages, continuity of service and other attendant benefits.

3. The petitioner seems to have raised the dispute before the Central Government Labour Commissioner in the matter. The matter has been referred to this Tribunal on the basis of the failure report furnished by the Labour Commissioner and the said ID has been numbered as ID 17/2016 before this Tribunal. In view of this the petitioner does not want to proceed with the ID directly filed by him. He has made endorsement to the effect that he is withdrawing this ID in view of the pendency of ID 17 of 2016. So the ID is closed. An award is passed accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 31st March, 2016)

K.P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : None

For the 2nd Party/1st & 2nd Management : None

Documents Marked :**On the petitioner's side**

Ex.No.	Date	Description
	Nil	

On the Management's side

Ex.No.	Date	Description
	Nil	

नई दिल्ली, 19 अप्रैल, 2016

का.आ. 721.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत हैवी इलेक्ट्रिकल्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ सं. 09/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18.4.2016 को प्राप्त हुआ था।

[सं. एल-42012/133/2013-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 19th April, 2016

S.O. 721.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (ID No. 09/2014) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the BHEL and their workman, which was received by the Central Government on 18.04.2016.

[No. L-42012/133/2013-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW**

PRESENT : RAKESH KUMAR, Presiding Officer

ID No. 09/2014

L-42012/133/2013-IR(DU) dated 18.02.2014

BETWEEN :

Sri Mahesh Pratap Shukla s/o Sri Lalta Pd Shukla
C/o Sri Parvez Alam, 283/63 Kh, Garhi Kanoura
(Premwati Nagar) PO Manak Nagar
Lucknow

AND

The General Manager,
HR & CP.
Bharat Heavy Electricals Limited Corporation
Insulator Plant, Jagdishpur
Sultanpur

AWARD

By order No. L-42012/133/2013-IR(DU) dated 18.02.2014 the Central Government in the Ministry of Labour, New Delhi 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 (14 of 1947) referred this industrial dispute between Sri Mahesh Pratap Shukla s/o Sri Lalta Pd Shukla and the General Manager, HR & CP, Bharat Heavy Electricals Limited Corporation.

1. The reference under adjudication is:

“WHETHER THE ACTION OF THE MANAGEMENT, BHEL, INSULATOR PLANT, JAGDISHPUR, SULTANPUR IN NOT REGULARIZING THE WORKMAN SRI MAHESH PRATAP SHUKLA IN FURTHERANCE OF CIRCULAR DATED 04.03.2009, IS LEGALLY PROPER AND VALID? IF NOT, TO WHICH RELIEF THE WORKMAN IS ENTITLED?”

2. As per the claim statement W2 the workman in brief has stated that on the basis of an interview, he was appointed vide letter dated 21.01.1985, as daily wages labour, after his several applications, he was selected vide letter dated 23.08.1989 for his selection in the consolidated salary scale of Rs.656/- per month, while several other employees junior to him were given this benefit w.e.f. 25.07.1985. He has further stated that vide circular dated 25.11.1980, direction was issued by Sr. Manager (Per), to give benefit to all those employees who had worked for six months or more, rules were violated and it was unfair labour practice as well, not following the mandatory provision of I.D., act, and Constitution of India.

3. The workman has further stated that another OM dated 04.03.2009 issued by Additional General Manager (HR) was also not followed, and no consequential benefit was given to the applicant, several representations were made but none was considered, Writ petition no.5723(SS)/2009 was moved before Hon'ble High Court, Lucknow Bench Lucknow wherein directions were given on 10.09.2009 to move before the appropriate forum, thereafter on wrong advice, petition was directly moved before CGIT, Lucknow, Hon'ble CGIT, Lucknow which vide order dated 21.12.2012 directed him to move before RLC(C), Lucknow, thereafter this matter has come in the form of reference. Request for condonation of delay has also been mentioned in the claim statement. The applicant has requested to give him benefit as per circular dated 25.11.1980 and 04.03.2009, thereby providing him consolidated salary from the effective date from six month of his joining and later on after one year to treat him as regular employee in comparison to other junior employees, and giving him all the consequential benefits pertaining to his salary etc.

4. The management in its written statement dated 10.04.2014, supported by an affidavit, has denied the main allegations of the claim statement. The management has stated that the workman has moved in his individual capacity, dispute has not been raised through a Union of workmen or through a union, this objection was neither considered by the Conciliation Officer nor by the Central Government at the time of referring the matter to this Tribunal. The opposite party has emphasized that the reference is bad in law, and this Court is not competent to hear this matter, the reference is rather illegal and without jurisdiction, this matter covered under Section 2A of the I.D. Act., can not be referred by the Central Government.

5. The opposite party has stressed that the said unit of BHEL commenced in the year 1983, at that time several contractors and manpower were required, circular dated 25.11.1980 was not applicable to the Jagdishpur Plant since it was not at all in existence at the relevant time and it was not applicable to the employees engaged for casual work on daily rated basis.

6. The inter office memo dated 21.01.1985 is not an appointment letter to the concerned workman Sri MP Shukla but it was an inter office memo and it has not been addressed to the applicant. The applicant was kept as temporary labour on casual basis against intermittent nature of work. The case of applicant was considered along with other casual labour

who were absorbed as consolidated labour rate basis and later on the applicants' services were regularized by the opposite party in pursuance of tripartite agreement dated 08.08.1989 entered between the union namely BHEL Karmchari Sangh and the Management of BHEL before Dy.Labour Commissioner, Faizabad. The applicant workman has been provided the facility of consolidate wage vide order no. JP/PA/E/21 dated 23.08.1989 and on the basis of that tripartite agreement his services were regularized after one year service w.e.f. 12.08.1990 and the appointment letter was issued to the applicant on 26.11.90 the applicant has been enjoying all the facilities accordingly. The applicant has continued the litigation for his alleged grievances by way of filing the writ petition no. 4177 M/s of 1991 which was decided against him on 23.05.2007 and again the writ petition no.805 of 2007 was dismissed on 06.07.2009. The opposite party vide its letter dated 22.08.2007 has decided the representation of the applicant stating that the applicant was not entitled for claiming the arrears of wages on the basis of the terms and conditions mentioned in the agreement dated 08.08.1989.

7. The applicant has filed an application for claiming the entitlement and difference of wages and other benefits under section 33C (2) of I.D. Act, 1947, same was dismissed by the Learned Labour Court/Industrial Tribunal. The applicant has filed the present application before the Regional Labour Commissioner (Central) Lucknow in an individual capacity and the same was referred to this Hon'ble Tribunal for adjudication, the same is liable to be dismissed for want of proper spousal of the parties. It can not be filed in individual capacity. The present reference order is concerned with the circular dated 04.03.2009 and for claiming the relief of the dispensation of notional absorption by the applicant but which was allowed to that temporary employee who has joined the services of the company between 25.11.1980 to 17.04.1998 against the sanctioned vacancies. The same was not applicable to the applicant as such he was engaged as purely temporary labour on casual basis against intermittent nature of work. In the light of above facts the reference order may be decided against the concerned workman.

8. The management has pleaded that the present reference is not covered under circular dated 04.03.2009; it is applicable only to those temporary employees who had joined the services of the company between 25.11.1980 to 17.04.1990 against the sanctioned vacancies, while the applicant was engaged as purely temporary labour on casual basis against intermittent nature of work. The management has requested to dismiss the claim statement, taking into account the fact that the reference is not covered under the definition of Industrial Dispute.

9. Later on with the denial of the facts mentioned in the written statement, rejoinder W-4 has been filed by the workman reiterating pleas taken in the claim statement and requesting therein to allow his petition accordingly.

10. The parties filed documentary evidence in support of their respective cases. The workman examined himself; whereas the management of BHEL examined Shri J.K. Gauda, Manager (HR) in support of their pleadings. The parties availed opportunity to cross-examine witnesses of each other apart from forwarding oral submissions in support of their respective stands.

11. Heard arguments of the learned authorized representative of the parties at length and perused the evidence available on record.

12. The authorized representative of the workman has submitted that the workman had been engaged as daily wages labour w.e.f. 21.0.1985 and subsequently was selected for work on consolidated salary vide letter dated 23.08.1989; whereas many of the employees junior to the workman had been given consolidated wages w.e.f. 25.07.1985. He has emphasized on the instructions contained in circular dated 25.11.1980 and 04.03.2009, which provided that employees who have worked for six months from their joining as daily wagger should be given consolidated wages and after completion of further one year should be regularized. Accordingly he has contended that the workman be given benefit of circulars dated 25.11.1980 and 04.03.2009 and his services be regularized after completion of one and half year after his engagement as daily wagger, with consequential benefits at par with other juniors.

13. The authorized representative for management has vehemently contended the submissions made by the workman with preliminary objection that the reference is bad in the eye of law as the workman cannot raise present industrial dispute in individual capacity; rather he should agitate the same through some Union or with other workmen. On merits he has submitted that the workman had been given benefits of settlement dated 08.08.1989 and cannot claim for the benefit accrued vide circular dated 25.11.1980 as the Jagdishpur Plant was not existing on said date; however, it came into existence in 1983. As regards claiming parity with other junior workmen, the authorized representative has submitted that the case of the workman, Mahesh Pratap Shukla is different with those who are alleged to have been junior to him. It has been submitted that the workman was engaged as casual labourer whereas other were engaged against vacant posts; therefore, the workman cannot claim parity with other workmen. The opposite party has relied upon following judgments of Hon'ble High Courts and Apex Court:

- (i) *Decision of Hon'ble Apex Court in Workman of M/s Dharampal Premchand (Saughandhi) vs M/s Dharampal Premchand (Saughandhi) decided on 16.03.1965.*

- (ii) *Decision of Hon'ble Allahabad High Court dated 11.05.2012 in Appeal No. 459 of 1997 between UPSEB & another vs. Munna.*
- (iii) *Decision of Hon'ble Madhya Pradesh High Court dated 21.04.2015 in case No. 117 of 2015 between Cosmo Ferrites Limited & others vs Rajender Singh.*

However, the authorized representative of the workman has refuted the preliminary objections of the management and has submitted that there is no infirmity with the reference order and the Tribunal is duty bound to answer the same to the appropriate Government referring the same to it. He has also submitted that the case laws, relied upon by the management, do not apply to the facts of the present case.

14. I have given my thoughtful consideration to the rival contentions of the learned authorized representatives of the parties and scanned entire evidence available on record in light thereto.

15. It is clear cut case of the workman that he had initially been engaged with the management of opposite party w.e.f. 21.01.1985 as casual labourer on daily rates and had been granted consolidated wages w.e.f. 23.08.1989; whereas other workmen junior to him were given consolidated wages w.e.f. 25.07.1985. On the contrary the management of the BHEL has come up with preliminary objection that the present case is not maintainable, under Section 2A of the Act and on merits it has contended rather denied the claim of the workman on various grounds.

16. Now before entering into the merits of the case, it would be prudent to go into the preliminary objections raised by the management regarding maintainability of the reference under Section 2A of the Industrial Disputes Act, 1947. The management has submitted that this Tribunal lacks jurisdiction in the matter under dispute, being not espoused by a union. In this regard it is noteworthy to mention here that the Appropriate Government has referred the present industrial dispute for adjudication to this Tribunal and it has to be answered the same. If there was any infirmity or illegality with the reference order then the management or any of the parties was free to move to Hon'ble High Court; but no such course of action was adopted in the present case, therefore, in my opinion it would be proper and in the interest of justice to adjudicate the present case on merits instead of disposing of the same on mere technicalities. Further, there is no patent or latent legal infirmity in the "reference" taking into account the provisions of I.D. Act.

17. Now entering the merits of the case, the management has contended that the workman cannot be given benefit of circulars claimed by him for the reasons that he had already been absorbed as consolidated labour rate basis and later on regularized in terms of tripartite agreement dated 08.08.1989 entered between the Union viz. BHEL Karmchari Sangh and the management of BHEL before the Deputy Labour Commissioner, Faizabad. In this regard the workman has stated in his cross-examination that presently he is member of INTUC for approximately three years and prior to it, he had never been member of any of the union; also the management has not adduced any evidence in support of its contention that the workman was the member of the union with which it entered into an agreement, therefore, the agreement dated 08.08.1989 cannot be binding over the workman as there is no iota of evidence from either side that the workman was member of said union viz. BHEL Karmchari Sangh with which the management entered into an agreement.

18. Secondly the management has come up with the case that the benefit of the circular dated 25.11.1980, as claimed by the workman, cannot be granted to the workman for the reasons it was not for the Jagdishpur Plant as the said Plant came to existence in the year 1983. In this regard it is noteworthy to mention here that the circular dated 25.11.1980 under question is regarding regularization of salary of the employee appointed on daily rated/NME basis the relevant portion of the same are quoted hereunder:

"Subject:- Regularization of salary of the employee appointed on daily rated/NME basis.

The existing practices relating to the remuneration and eligibility for being considered for absorption in regular grades of employees initially recruited on NMR/daily rated basis against regular vacancies in the unskilled/semi-skilled and lowest skilled levels have been reviewed. It has now been decided to regulate the same on a uniform basis in all Divisions and Establishment of BHEL as per the following guidelines.

- 1. As at present Wages f Rs. 450/- p.m.*
- 2. The existing employees on daily regular grades."*

It is clear from perusal of opening Para of above circular that it was simply a guideline formulated for regulation of salary of the employee appointed on daily rated/NMR basis in the various plants of BHEL and it was sort of policy decision which was going to be observed automatically in all the establishment/plants of BHEL whether in existence or otherwise. There is no mention in the circular that the said circular dated 25.11.1980 was for the existing Plants only and also it is not the case of the management that on setting up of the Jagdishpur Plant some different guideline, particularly for Jagdishpur Plant, were issued by it. Therefore, the contention of the management that the circular dated 25.11.1980 is not applicable to the workman as the Jagdishpur Plant was not in existence on the said date is unacceptable.

19. Lastly, the management has come up with the case that the circular dated 04.03.2009 is not applicable in the case of the workman for claiming the relief of the dispensation of notional absorption; but the same was allowed to those temporary employees who had joined the services between 25.11.1980 to 17.04.1998 against the Sanctioned vacancies. It has been submitted by the management that the circular dated 04.03.2009 was not applicable for the workman for the reasons that he was engaged as purely temporary labour on casual basis against intermittent nature of work. But in the note dated 21.01.1985, paper No. 9/4, filed by the management, there is no mention to the effect that the workman was engaged for intermittent nature of work. The note dated 21.01.1985 reads as under:

“Shri Mahesh Pratap Shukla S/o Shri Lalta Prasad Shukla has been engaged as purely temporary labour on casual basis @ Rs. 11.50 per day w.e.f. 21.1.85 after noon.

-sd-

(B.C. BANSAL)”

Moreover, the circular dated 04.03.2009 is sort of clarification to the earlier guidelines. Accordingly, I find no force in the contention of the management that the workman was not entitled for benefits of circular dated 04.03.2009.

20. Therefore, in view of the facts and circumstances of the case and discussions made hereinabove, I am of considered opinion that the action of the management of the BHEL in not regularizing the services of the workman in accordance with Circular dated 04.03.2009 was neither legal nor just; and accordingly, I come to the conclusion that the workman, Mahesh Pratap Shukla is entitled for consolidated wages after 6 months from the date of his engagement i.e. 12.08.89 and thereafter entitled for regularization, after one year from grant of consolidated wages, with consequential benefits, payable within 08 weeks of publication of the award, failing which; the back wages shall carry simple interest @ 6% per annum.

21. Award as above.

LUCKNOW

31st March, 2016

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 19 अप्रैल, 2016

का.आ. 722.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार गैरिसन इंजीनियर, मिलिट्री इंजीनियरिंग सर्विस के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 364/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18.4.2016 को प्राप्त हुआ था।

[सं. एल-14012/28/2000-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 19th April, 2016

S.O. 722.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (ID No. 364/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Garrison Engineer, Military Engineering Service and their workman, which was received by the Central Government on 18.04.2016.

[No. L-14012/28/2000-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

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

Thursday, the 7th April, 2016

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 364/2001

(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 Garrison Engineer, Military Engineering Services and their workman)

BETWEEN

Sri M. Joseph Sudarsanam : 1st Party/Petitioner

AND

The Garrison Engineer : 2nd Party/Respondent
 Military Engineering Service
 INS Rajali
 Arakkonam-651002

Appearance :

For the 1st Party/Petitioner : Set Ex-parte

For the 2nd Party/Management : Set Ex-parte

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-14011/28/2000-IR (DU) dated 27.12.2000 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the action of the Garrison Engineer, Military Engineering Service, INS Rajali, Arakkonam in terminating the services of Sri M. Joseph Sudharsanam who has been engaged through Pilani Enterprises for operating and maintenance of DG Sets w.e.f. 19.11.1999 is legal and justified? If not, to what relief the workman is entitled?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 364/2001 and issued notice to both sides. Both sides have entered appearance through their counsel and filed their Claim and Counter Statement respectively.

3. While the matter was pending for enquiry the petitioner alongwith the petitioners in some other connected cases have filed Writ Petition before the High Court challenging the order in certain IAs passed by this Tribunal. The High Court had stayed the proceedings before this Tribunal. On 08.12.2015 the Writ Petition and other connected Writ Petitions were disposed as not pressed.

4. When the case came up for consideration after stay was vacated consequent to the disposal of the Writ Petition the petitioner has not entered appearance. The Respondents also have not entered appearance and were set ex-parte.

5. In the absence of the petitioner the dispute could not be proceeded with. There is no material to establish the case of the petitioner.

6. Therefore, the reference is answered against the petitioner. An award is passed accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 7th April, 2016)

K.P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : None

For the 2nd Party/Management : None

Documents Marked:**On the Petitioner's side**

Ext.No.	Date	Description
	Nil	

On the Management's side

Ext.No.	Date	Description
	Nil	

नई दिल्ली, 19 अप्रैल, 2016

का.आ. 723.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार गैरिसन इंजीनियर, मिलिट्री इंजीनियरिंग सर्विस के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 317/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18.4.2016 को प्राप्त हुआ था।

[सं. एल-14012/38/2000-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 19th April, 2016

S.O. 723.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (ID No. 317/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Garrison Engineer, Military Engineering Service and their workman, which was received by the Central Government on 18.04.2016.

[No. L-14012/38/2000-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**Thursday, the 7th April, 2016**Present :** K.P. PRASANNA KUMARI, Presiding Officer**Industrial Dispute No. 317/2001**

(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 Garrison Engineer, Military Engineering Services and their workman)

BETWEENSri R. Venkatagiri : 1st Party/Petitioner

AND

The Garrison Engineer : 2nd Party/Respondent
 Military Engineering Service
 INS Rajali
 Arakkonam-651002

Appearance :For the 1st Party/Petitioner : Set Ex-parteFor the 2nd Party/Management : Set Ex-parte**AWARD**

The Central Government, Ministry of Labour & Employment vide its Order No. L-14012/38/2000-IR (DU) dated 30.11.2000 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the action of the Garrison Engineer, Military Engineering Service, INS Rajali, Arakkonam in terminating the services of Sri R. Venkatagiri who has been engaged through TNR Enterprises for operating and maintenance of DG Sets w.e.f. 02.02.2000 is legal and justified? If not, to what relief the workman is entitled?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 317/2001 and issued notice to both sides. Both sides have entered appearance through their counsel and filed their Claim and Counter Statement respectively.
3. While the matter was pending for enquiry the petitioner alongwith the petitioners in some other connected cases have filed Writ Petition before the High Court challenging the order in certain IAs passed by this Tribunal. The High Court had stayed the proceedings before this Tribunal. On 08.12.2015 the Writ Petition and other connected Writ Petitions were disposed as not pressed.
4. When the case came up for consideration after stay was vacated consequent to the disposal of the Writ Petition the petitioner has not entered appearance. The Respondents also have not entered appearance and were set ex-parte.
5. In the absence of the petitioner the dispute could not be proceeded with. There is no material to establish the case of the petitioner.
6. Therefore, the reference is answered against the petitioner. An award is passed accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 7th April, 2016)

K.P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1 st Party/Petitioner	:	None
For the 2 nd Party/Management	:	None

Documents Marked:

On the Petitioner's side

Ext.No.	Date	Description
	Nil	

On the Management's side

Ext.No.	Date	Description
	Nil	

नई दिल्ली, 19 अप्रैल, 2016

का.आ. 724.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार गैरिसन इंजीनियर, मिलिट्री इंजीनियरिंग सर्विस के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 311/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18.4.2016 को प्राप्त हुआ था।

[सं. एल-14012/44/2000-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 19th April, 2016

S.O. 724.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (ID No. 311/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Garrison Engineer, Military Engineering Service and their workman, which was received by the Central Government on 18.04.2016.

[No. L-14012/44/2000-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**Thursday, the 7th April, 2016**Present :** K.P. PRASANNA KUMARI, Presiding Officer**Industrial Dispute No. 311/2001**

(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 Garrison Engineer, Military Engineering Services and their workman)

BETWEENSri R. Sivakumar : 1st Party/Petitioner

AND

The Garrison Engineer : 2nd Party/Respondent
 Military Engineering Service
 INS Rajali
 Arakkonam-651002

Appearance :For the 1st Party/Petitioner : Set Ex-parteFor the 2nd Party/Management : Set Ex-parte**AWARD**

The Central Government, Ministry of Labour & Employment vide its Order No. L-14012/44/2000-IR (DU) dated 30.11.2000 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the action of the Garrison Engineer, Military Engineering Service, INS Rajali, Arakkonam in terminating the services of Sri R. Sivakumar who has been engaged through TNR Enterprises for operating and maintenance of DG Sets w.e.f. 02.08.1998 is legal and justified? If not, to what relief the workman is entitled”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 311/2001 and issued notice to both sides. Both sides have entered appearance through their counsel and filed their Claim and Counter Statement respectively.

3. While the matter was pending for enquiry the petitioner alongwith the petitioners in some other connected cases have filed Writ Petition before the High Court challenging the order in certain IAs passed by this Tribunal. The High Court had stayed the proceedings before this Tribunal. On 08.12.2015 the Writ Petition and other connected Writ Petitions were disposed as not pressed.

4. When the case came up for consideration after stay was vacated consequent to the disposal of the Writ Petition the petitioner has not entered appearance. The Respondents also have not entered appearance and were set ex-parte.

5. In the absence of the petitioner the dispute could not be proceeded with. There is no material to establish the case of the petitioner.

6. Therefore, the reference is answered against the petitioner. An award is passed accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 7th April, 2016)

K.P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:For the 1st Party/Petitioner : NoneFor the 2nd Party/Management : None

Documents Marked:**On the Petitioner's side**

Ext.No.	Date	Description
	Nil	

On the Management's side

Ext.No.	Date	Description
	Nil	

नई दिल्ली, 19 अप्रैल, 2016

का.आ. 725.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार गैरिसन इंजीनियर, मिलिट्री इंजीनियरिंग सर्विस के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 331/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18.4.2016 को प्राप्त हुआ था।

[सं. एल-14012/24/2000-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 19th April, 2016

S.O. 725.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (ID No. 331/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Garrison Engineer, Military Engineering Service and their workman, which was received by the Central Government on 18.04.2016.

[No. L-14012/24/2000-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**Thursday, the 7th April, 2016**Present :** K.P. PRASANNA KUMARI, Presiding Officer**Industrial Dispute No. 331/2001**

(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 Garrison Engineer, Military Engineering Services and their workman)

BETWEENSri S. Venkatesan : 1st Party/Petitioner

AND

The Garrison Engineer Military Engineering Service INS Rajali Arakkonam-651002	:	2 nd Party/Respondent
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Appearance :For the 1st Party/Petitioner : Set Ex-parteFor the 2nd Party/Management : Set Ex-parte

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-14012/24/2000-IR (DU) dated 30.11.2000 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the action of the Garrison Engineer, Military Engineering Service, INS Rajali, Arakkonam in terminating the services of Sri S. Venkatesan who has been engaged through TNR Enterprises for operating and maintenance of DG Sets w.e.f. 02.02.2000 is legal and justified? If not, to what relief the workman is entitled?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 331/2001 and issued notice to both sides. Both sides have entered appearance through their counsel and filed their Claim and Counter Statement respectively.

3. While the matter was pending for enquiry the petitioner alongwith the petitioners in some other connected cases have filed Writ Petition before the High Court challenging the order in certain IAs passed by this Tribunal. The High Court had stayed the proceedings before this Tribunal. On 08.12.2015 the Writ Petition and other connected Writ Petitions were disposed as not pressed.

4. When the case came up for consideration after stay was vacated consequent to the disposal of the Writ Petition the petitioner has not entered appearance. The Respondents also have not entered appearance and were set ex-parte.

5. In the absence of the petitioner the dispute could not be proceeded with. There is no material to establish the case of the petitioner.

6. Therefore, the reference is answered against the petitioner. An award is passed accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 7th April, 2016)

K.P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1 st Party/Petitioner	:	None
For the 2 nd Party/Management	:	None

Documents Marked:**On the Petitioner's side**

Ext.No.	Date	Description
	Nil	

On the Management's side

Ext.No.	Date	Description
	Nil	

नई दिल्ली, 19 अप्रैल, 2016

का.आ. 726.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ईसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ सं. 36/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19.04.2016 को प्राप्त हुआ था।

[सं. एल-22012/31/2008-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 19th April, 2016

S.O. 726.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 36/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the management of M/s. Eastern Coalfields Limited and their workmen, received by the Central Government on 19.04.2016.

[No. L-22012/31/2008-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL****PRESENT :** Sri Pramod Kumar Mishra, Presiding Officer**REFERENCE NO. 36 OF 2008****PARTIES :**

The management of Chapuikhas Colliery, ECL.

Vs.

Sri Haradhan Das

REPRESENTATIVES:

For the management : Sri P. K. Goswami, Ld. Advocate

For the union (Workman) :

Industry : Coal

State : West Bengal

Dated: 18.02.2016

A W A R D

In exercise of powers conferred by clause (d) of Sub-section(1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), Govt. of India through the Ministry of Labour vide its letter NO. L-22012/31/2008-IR(CM-II) dated 19.06.2008 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of M/s. ECL in dismissing Shri Haradhan Das from service w.e.f. 08.09.2004 is legal and justified? To what relief is the workman entitled? ”

Having received the Order NO. L-22012/31/2008-IR(CM-II) dated 19.06.2008 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 36 of 2008 was registered on 01.07.2008 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

Case called out. Sri P. K. Goswami is present on behalf of the management. Union / workman is absent.

The workman is neither appearing nor taking any step from 02.05.2012. Last registered notice was issued to the union on 12.08.2014 i.e. about more than five months ago but to no effect. It seems that the workman is now not at all interested to proceed with the case further and I find no reason to keep this record pending. As such the case is closed and a ‘No Dispute Award’ is hereby passed accordingly.

ORDER

Let an “Award” be and same is passed as no dispute existing. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi, for information and needful. The reference is accordingly disposed of.

PRAMOD KUMAR MISHRA, Presiding Officer

नई दिल्ली, 19 अप्रैल, 2016

का.आ. 727.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ईसीएल के प्रबंधन के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ सं. 21/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19.04.2016 को प्राप्त हुआ था।

[सं. एल-22012/160/2004-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 19th April, 2016

S.O. 727.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 21/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the management of Ningah Group of Mines of M/s. Eastern Coalfields Limited and their workmen, received by the Central Government on 19.04.2016.

[No. L-22012/160/2004-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL****PRESENT :** Sri Pramod Kumar Mishra, Presiding Officer**REFERENCE NO. 21 OF 2005****PARTIES :**

The management of S.S.I. Colliery under Sripur Area of M/s. ECL

Vs.

Sri Dashrath Bouri

REPRESENTATIVES:

For the management : Sri P. K. Goswami, Ld. Advocate

For the union (Workman) : Rakesh Kumar, President, KMC

Industry : Coal

State : West Bengal

Dated: 14.03.2016

AWARD

In exercise of powers conferred by clause (d) of Sub-section(1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), Govt. of India through the Ministry of Labour vide its letter NO. L-22012/160/2004-IR(CM-II) dated 05.04.2005 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of S.S.I. Colliery under Sripur Area of M/s. ECL in dismissing Sri Dashrath Bouri, U.G. Loader is legal and justified? If not, to what relief the workman is entitled?”

Having received the Order No. L-22012/160/2004-IR(CM-II) dated 05.04.2005 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 21 of 2005 was registered on 12.04.2005 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

Case called out. Sri P. K. Das, Learned Advocate is present on behalf of the management. And Sri Rakesh Kumar is present on behalf of the workman/union.

Sri Rakesh Kumar submits that the case may be closed as the workman is now not interested to proceed with this case. Other side has also no objection. The case is also very old – of the year 2005. Since the workman is now not interested to proceed with the case and it has been written on the order sheet by Sri Rakesh Kumar. As such the case is closed and a ‘No Dispute Award’ is hereby passed accordingly.

ORDER

Let an “Award” be and same is passed as no dispute existing. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi, for information and needful. The reference is accordingly disposed of.

PRAMOD KUMAR MISHRA, Presiding Officer

नई दिल्ली, 21 अप्रैल, 2016

का.आ. 728.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर रेलवे के प्रबंधन के संबंध निोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ सं. 06/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21.04.2016 को प्राप्त हुआ था।

[सं. एल-12025/01/2016-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 21st April, 2016

S.O. 728.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 06/2012) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the management of Northern Railway and their workmen, received by the Central Government on 21.04.2016.

[No. L-12025/01/2016-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT : Rakesh Kumar, Presiding Officer

ID No.06/2012

BETWEEN :

Sri Gopal Rajak S/o Sri Tilo Rajak
548/443 Surya Nagar,
Behind RDSO
Manak Nagar
Lucknow

AND

1. The General Manager
Uttar Railway, Baroda House
New Delhi
2. The Divisional Railway Manager,
Northern Railway,
Lucknow
3. M/s. Sahid Faizan Ahmed & Brothers
654 Begum Ka Maqbara
Distt. Faizabad

AWARD

1. Statement of claim under section 2A(2) of Industrial Disputes Act, 1947 as amended by Industrial Disputes (Amendment) Act, 2010 has been filed by Sri Gopal Rajak S/o Sri Tilo Rajak, Lucknow to call upon the opposite party so as to adjudicate the matter decide the same on merit.
2. The applicant has filed claim statement before this Tribunal on 24.01.2012 against General Manager, DRM, Uttar Railway, New Delhi & Lucknow and M/s. Sahid Faizaj Ahmed & Brothers of Faizabad, requesting therein to declare the termination order dated 25.04.2009 as illegal and reinstate the applicant with continuity and for payment of back wages and other consequential benefits etc.
3. The applicant in brief has stated that he was appointed under the subordination of opposite party no.2 at Uttar Railway, Lucknow as Driver Box Handling, he was also referred as Box Porter, the post was permanent and vacant, and earlier the duties of Box Porter have been very important and without loading the Box on the engine, the train could not move. The applicant has pleaded that the earlier Box Porter had retired and in his place he was appointed, he used to perform all the duties as per directions of the opposite party no.2 but in order to avoid the liabilities and provision of prevalent labour laws the applicant was appointed by opposite party no.3, his attendance was procured in the register regularly which was the basis for payment of his salary. The applicant has further stated that in accordance with the direction of opposite party no.2, he was issued gate pass by opposite party no.3, which was taken back by him at the end of every year, and gate pass was renewed again, this procedure was followed in a year to ensure that the applicant could not have any evidence which would cause any embarrassment or liability to opposite party no.1 & 2.
4. The applicant has further asserted that he was appointed on 13.08.2005 and has continuously worked till 25.04.2009, the date of his termination of services. He has emphasized that no prior notice was given to him, he was required to work 8 hours per day but very meager amount of salary was given to him, in case of any demand of the workman he was threatened for life and was abused quit often. It has also been stated in the claim statement that applicant has made several oral and written complaints before the

- opposite party no. 1 & 2 regarding payment of insufficient salary, weekly off day, non-deduction of PF and no medical facilities in case of accident. The applicant has emphasized that grievances were not redressed, neither complaints were looked into seriously; this was affirmed by Labour Conciliation Officer in his enquiry.
5. The applicant has further pleaded that as per Railway Appeal and Establishment Rules 1968, after service of more than 120 days, the workman should have been provided temporary status, but the applicant was not regularized despite the fact that he had worked for 6 years without any complaint. He has claimed for implementation of Railway Appeal & Establishment Rule 1968 to his case and has also pleaded that if there was any complaint, charge sheet should have been given to him. The applicant has asserted that after his illegal and improper termination, another person has been employed in his place. It has been mentioned in the claim statement that workman had to perform his duties in 3 shifts and in each shift he was required for loading and unloading of at least 50 boxes. Moreover, he was compelled to work in the dark night, to work as well in the yard during winter, summer and rainy throughout the year, at the time of termination of his services he was not paid salary for 55 days, it was duty of opposite party no.1 & 2, official of opposite party no.2 used to remain present at the time of payment of salary. The applicant has stated that when his complaint was ignored by the opposite party he had moved before RLC, Lucknow on 14.02.2011 the matter was processed for conciliation but it could not succeed, the RLC advised the applicant to move this court. With the aforesaid pleadings, the applicant has again emphasized that his termination order is improper, illegal and unjustified, malafide and violative of fair labour practice. He has prayed to declare his termination dt. 25.04.2009 as illegal and to reinstate him with full back wages. The claim statement is supported by affidavit W-2.
 6. The opposite party no. 1 & 2 has filed written statement M-6 dt. 07.05.2012 wherein allegations of the claim statement have been denied vehemently. It has been pleaded in the written statement that railway administration has given the contract to complete the work of casual nature through contractor moreover; the applicant arrayed the contractor as opposite party no.3. The applicant has never intimated to the railway administration for nonpayment of wages or dues by the contractor, the contractor himself denied the engagement of the workman therefore burden lies upon the workman to prove his case with documentary evidence. Opposite party no.1 & 2 have emphasized that the applicant has not filed any documents like pay slip, gate pass, identity card etc. issued by the contractor. The railway management has asserted that it neither engaged the applicant nor retrenched on 25.04.2009, false case has been made out against railway administration and there is no relationship of employee & employer, the applicant has got no right to submit the case before this Tribunal against the opposite party no. 1 & 2.
 7. Opposite party no.1 & 2 have also pleaded that no written complaint was ever submitted by the workman to railway administration, averments made by the applicant is false and no enquiry report has been filed by the applicant. It has further been asserted in the written statement that Railway Establishment Code or D&AR Rules 1968 are not applicable in the present case because was applicant never engaged by the railway administration. No complaint regarding non-payment of wages of 55 days by the contractor was made to the officers of the railway administration.
 8. It has been emphasized in the written statement that the applicant raised the false and fabricated case before RLC, Lucknow and after filing the written statement by the opposite party no. 1 & 2 the applicant himself got closed his case, and submitted before this Tribunal without any substantial evidence or any document. Railway administration has further pleaded that no cause of action accrued to raise the false and fabricated dispute but due to malafide intention to get the service by raising the false dispute, claim has been raised by the applicant. The railway administration has prayed to reject the claim statement.
 9. The opposite party no.3 filed written statement M-10 wherein allegations in the claim statement have been denied. Opposite party no.3 has stated that no work order or form V was ever given by railway administration to him for the work of Box Porter there was no vacancy as such for the aforesaid post neither any notification was issued. Opposite party no.3 has emphasized that the applicant was not appointed on any post as claimed, no question arises for the payment of wages etc., there was no occasion to issue gate pass, neither opposite party no.3 is authorized to prepare and issue any such gate pass.
 10. It has also been pleaded in written statement M-10 that since the applicant was never appointed, therefore the question of so called termination does not arise neither the applicant was threatened or abused by anyone, moreover there was no occasion for payment of wages to him accordingly the assertions made by the applicant for weekly off days and deduction of PF and medical facilities provided to railway regular officials, the applicant was not entitled to any such facilities. Opposite party

- no.3 has further stated that Railway Establishment Rules are applicable for railway employees only, these rules did not apply on other person, the applicant was not appointed in the railway department on the post of Box Porter, false facts were mentioned in the claim statement. It has also been stated by the opposite party no.3 that RLC has no authority under I.D. Act or to advise to give any direction in such type of case, no rules have been violated by the opposite parties. Opposite party no. 2 has requested to reject the claim statement filed by the applicant.
11. The applicant has filed rejoinder W-11 in reply to the written statement by opposite party; another rejoinder W-12 in reply has also been filed. The applicant in both the rejoinder have denied the assertions made by the opposite parties in their written statement while reiterating the pleas taken in the claim statement.
 12. The management along with the application M-12 dated 27.05.2014 has filed the photo copy of the contract agreement dated 22.01.2009.
 13. No evidence was adduced by the applicant although sufficient opportunity was given to him, several dates were given. Since the applicant did not adduce any evidence, the railway management also did not submit any evidence before this court.
 14. Notice through registered post was also sent to the workman. The case has been lingering in this court for more than 3 years. Under these circumstances arguments of Learned AR for opposite party No.2 & 3 were heard at length. Record has been perused thoroughly.
 15. In support of the Claim statement W-I, no oral evidence or any other corroborative evidence has been adduced before this Court on behalf of the applicant workman. No doubt the affidavit W-2 in support of W-1 was filed but no opportunity was provided to O.P. No. 2 & 3 to cross examine the applicant. Therefore, the claim statement and the annexed affidavit, cannot be read in evidence, in support of the pleadings of the workman. The railway management (OP No. 1 & 2) and the OP No.3 have denied the allegations taken in the claim statement, and it has emphatically been asserted by the OP No.3 that the applicant was never appointed on any post as claimed and moreover, there was no work order or Form V issued by the Railway Department.
 16. In 2008 (118) FLR 1164 M/s. Uptron Powertronics Employees' Union, Ghaziabad through its Secretary vs. Presiding Officer, Labour Court (II), Ghaziabad & others, Hon'ble High Court relied upon the law settled by the Apex Court in 1979 (39) FLR 70 (SC) Sanker Chakravarti vs. Britannia Biscuit Co. Ltd., 1979 (39) FLR 70 (SC) V.K. Raj Industries v. Labour Court and others, 1984 (49) FLR 38 Airtech Private Limited v. State of U.P. and others and 1996 (74) FLR 2004 (All.) Meritech India Ltd. v. State of U.P. and others; wherein it was observed by the Apex Court:
"that in absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the Court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led."
 17. In the present case the workman did not turn up to substantiate its case by way of oral evidence. Mere pleadings are no substitute for proof. It was obligatory on the part of workman to come forward with the case that the alleged unjust was done to him; but he failed to forward any substantive evidence in support of its claim, as he did not turn up for cross-examination before this Tribunal. There is no reliable material for recording findings that the alleged injustice was done to the workman or the action of the management of the opposite parties in terminating his services w.e.f. 25.04.2009 was illegal and unjustified.
 18. Accordingly, the case is adjudicated against the workman; and as such, I come to the conclusion that the workman, Gopal Rajak is not entitled to any of the relief claimed by him.
 19. Award as above.

LUCKNOW

21st December, 2015.

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 21 अप्रैल, 2016

का.आ. 729.—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/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 4/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21.04.2016 को प्राप्त हुआ था।

[सं. एल-12025/01/2016-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 21st April, 2016

S.O. 729.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 4/2014) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 21.04.2016.

[No. L-12025/01/2016-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI**Monday, the 25th January, 2016**Present : K.P. PRASANNA KUMARI**, Presiding Officer**Industrial Dispute No. 4/2014**

(In the matter of the dispute for adjudication under S.2(A)(2)(1) of the Industrial Disputes Act, 1947 (as amended by Act-24 of 2010 w.e.f. 15.09.2010). between the Management of State Bank of India and their workman)

BETWEEN :Smt. Shanti Umapathy : 1st Party/Petitioner

AND

1. The Deputy General Manager : 2nd Party/1st Respondent
State Bank of India
155, Anna Salai
Chennai-600002

2. The Asstt. General Manager & : 2nd Party/2nd Respondent
Chief Operating Officer, State Bank of India
Industrial Finance Branch, 155, Anna Salai
Chennai-600002

Appearance :For the 1st Party/Petitioner : M/s Balan Haridas, AdvocatesFor the 2nd Party/1st & 2nd Respondent : M/s T.S. Gopalan & Co., Advocates**AWARD**

This is an Industrial Dispute taken on file under S.2(A)(2)(1) of the Industrial Disputes Act, 1947 (as amended by Act-24 of 2010 w.e.f. 15.09.2010).

1. The averments in the Claim Statement filed by the petitioner in brief are these:

On 05.09.1996 the petitioner was appointed as Messenger in the Respondent Bank on compassionate grounds. She was promoted as Assistant (accounts) w.e.f. 18.09.2010 and she was issued an order in this respect on 05.03.2011. The Second Respondent placed the petitioner on suspension by order dated 08.08.2011 without assigning any reasons. Later the Second Respondent issued a Charge Sheet dated 02.09.2011 on the petitioner. The first charge against the petitioner is that she produced a duplicate copy of the Transfer Certificate issued to her by St. Rafael's Girls Higher Secondary School, Chennai and that the particulars mentioned in them varied from the original records available in the school in many respects. It was alleged in the charge that the petitioner had gained employment in the Bank by furnishing false particulars in the application to the Bank and submitted altered Transfer Certificate. The second charge

against the petitioner is that the petitioner had altered the Date of Birth in the mark sheet submitted by her, that, she had been using the mark sheet issued to one Mohan and she had gained promotion in the Bank by submitting forged/altered certificates. An enquiry had been conducted and the Enquiry Officer had found that both charges against the petitioner are proved. The enquiry was not conducted fairly and properly. The Second Respondent imposed the punishment of dismissal without notice on the petitioner by order dated 23.02.2013. The petitioner preferred an appeal to the First Respondent against the said order. However, the appeal was rejected and the order of the Second Respondent was confirmed. The charges leveled against the petitioner are not correct. The petitioner had raised the dispute before the Asstt. Labour Commissioner (Central), Puducherry. The conciliation ended in failure and a failure report was sent. The present application is filed accordingly. An award may be passed setting aside the order of the Second Respondent dismissing the petitioner and the order of the First Respondent rejecting the appeal and also directing the Respondents to reinstate the petitioner in service with backwages, continuity of service and other attendant benefits.

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

As both Respondents represent only the State Bank of India, the Respondents are referred to as “Respondent” and common counter statement is filed. One S.N. Umapathy who was employed as a Messenger in the Respondent Bank died on 08.04.1994. On 07.10.1995, the petitioner, wife of deceased Umapathy made an application for the appoint to the post of Clerk in which she declared that her Date of Birth is 01.01.1959 and that she had passed 11th standard from St. Rafael’s Girls Higher Secondary School, Santhome, Chennai;. As she did not produce certificate she was considered for appointment as Messenger and she agreed to accept the post. On 05.09.1996 she was appointed as Messenger and was posted to Industrial Finance Branch, Anna Salai, Chennai. On 27.07.2006 the petitioner represented that she had completed her SSLC examination and enclosed copies of 4 mark sheets. The copies showed her name as Fathima Shanti Sourirajan and she gave a sworn affidavit stating that it was her maiden name. In the year 2010 the petitioner passed the test conducted for promotion and she became eligible to be promoted to the Clerical Cadre. Orders were issued on 05.03.2011 promoting the Petitioner as Assistant (accounts) and was posted to Chinna Kanchipuram. However, she did not assume charge as Assistant and continued to be Messenger in Industrial Finance Branch, Chennai. The general Manager of Mumbai received an anonymous letter in March 2011 stating that the petitioner had secured promotion by producing forged certificates. On direction the Industrial Finance Branch directed the petitioner to produce her original certificates. Copies of her certificates were sent to Director (Personnel), Directorate of Government Examinations, Chennai for verification of their genuineness. As demanded by the Directorate the original certificates also were later sent simultaneously a copy of the Transfer Certificate issued by St. Rafael’s Girls Higher Secondary School, Santhome, Chennai was also sent to her school for verification. The school authorities informed that there are discrepancies in between the copy of the certificates sent by the Bank and the original Transfer Certificate available in the school records. There were discrepancies in the Date of Birth and also the period of study, date of leaving the school, date of application for Transfer Certificate, etc. Thus, it became evident that the petitioner was born on 01.01.1951 and the Date of Birth declared by her as 01.01.1959 was false. The Directorate of Government Examinations, Chennai informed by letter that the Date of Birth in the marksheet were altered and that the First Certificate was actually issued to one Mohan and that the name was altered as Fathima Shanti Sourirajan. A charge sheet was issued to the petitioner pointing out the irregularities and she was asked to Show Cause why disciplinary action shall not be taken against the petitioner. She denied the charges. A domestic enquiry was held against the petitioner and the enquiry officer gave his report holding that the charges against the petitioner are proved. After considering the representation of the petitioner, the Disciplinary Authority dismissed the petitioner from service by order dated 23.02.2013. By making false declaration at the time of appointment the petitioner has forfeited her right for employment. The petitioner having been born in 1951 she had already crossed the age of superannuation. The petitioner is not entitled to the relief of reinstatement.

3. The evidence in the case consists of oral evidence of MW1 and documents marked as Ext.M1 to Ext.M24. The petitioner did not adduce any oral or documentary evidence on her side.

4. **The point for consideration is :**

“Whether the petitioner is entitled to the relief of reinstatement as claimed?”

The Point

5. The petitioner who was working as a Messenger in the Respondent Bank had filed the application seeking relief of reinstatement in service. She had got employment as a Messenger on compassionate ground consequent to the death of her husband. She started to work as a Messenger at Industrial Finance Branch, Anna Salai, Chennai by order dated 05.09.1996.

6. The petitioner was placed under suspension and a domestic enquiry was conducted against her on the two charges that were leveled against her. The initial charge is that she had produced a duplicate copy of the transfer certificate at the bank, the details of which were wrong. The second charge is that she had submitted forged certificates and obtained promotion to the post of Assistant (Accounts). Both charges were found proved and the petitioner was dismissed from service.

7. The petitioner had claimed in the Claim Statement that the enquiry conducted against her was not conducted in a fair and proper manner. The Respondent had resisted this case in the Counter Statement and at the same time has stated that the Respondent is seeking opportunity to lead evidence before the Tribunal in support of the charges against the petitioner. Probably accepting the case of the petitioner that the enquiry was not fair and proper the Respondent has let in evidence before this Tribunal by examining MW1 and marking Ext.M1 to Ext.M24 through him. So the case that the domestic enquiry was not conducted in a fair and proper manner need not be considered now.

8. Ext.M21 is the charge sheet that was issued to the petitioner. The charge is on the basis of an anonymous letter said to have been received at the Corporate Office of the Respondent at Mumbai, a copy of which is marked as Ext.M30. It is stated in this the letter that it is penned by the subordinate staff members of Chennai Circle Module who had appeared for promotion exam to Clerical cadre. It is alleged in the letter that the petitioner had come out successfully in the exam using her forged SSLC Certificate. It is consequent to this letter the Chief General Manager, Mumbai directed to obtain the certificates of the petitioner. The bank sent these certificates to the Directorate of Education who informed that the certificates were obtained on the basis of a forgery in the first certificate. There is also the letter received by the Bank from the school in which the petitioner had studied stating that the copy of the certificates obtained from her varied in several aspects from the original that was retained in the school. The first charge in Ext.M21 is based on the alleged forgery in the Transfer Certificate. It is stated in the charge that the copy of the duplicate transfer certificate produced by the petitioner purportedly issued by the school varied in the details like date of birth, eligibility for promotion, date of leaving, etc. The details available in the school records and also the details available in the document submitted by the petitioner are narrated in the charge. The second charge is to the effect that the Joint Director, Directorate of Government Examinations, Chennai had informed the Bank by letter dated 25.07.2011 that the Date of Birth has been altered in the mark sheets submitted by her and that the mark sheet for register number 159437, the number shown in one of the mark sheets was issued in the name of one, N. Mohan and that the mark sheets submitted by the petitioner bearing her name under the same register number is fabricated. The details of the certificate number, the details available at the Government Department and the details available in the certificates submitted by the petitioner are also given in the charge. The petitioner is said to have committed acts of gross misconduct in terms of Rule-5(M) of the Memorandum of Settlement dated 10.04.2002.

9. The Respondent has examined the Chief Operating Officer of the Industrial Finance Branch, Chennai as MW1 to prove the case. He was working at the Branch in which the petitioner was working when disciplinary proceedings had been initiated against her.

10. The charges against the petitioner is based on the information conveyed by the Directorate of Government Examinations and from the school in which the petitioner had studied. There is Ext.M22, the proceedings of Joint Director, Directorate of Government Examinations. An English translation of the proceedings which is in Tamil has been furnished and is available at Page-48 of the typed set of the documents of the Respondent. It could be seen that it is the proceedings that was drawn after conducting an enquiry in which the petitioner has participated. One argument that has been advanced on the side of the petitioner is that the petitioner has not been put to notice when the copies of the certificates were sent to the Joint Director and that the letters sent by the Joint Director could not be relied upon as those are not proved as the author of the letters were not examined. Ext.M14 and Ext.M16 are the letters from the Directorate of Government Examinations to the Bank before Ext.M22 proceedings were made. These were written to the Bank after copies of the certificates were sent to the Directorate for verification. By Exts.M14 and M16 letters the Joint Director wanted the Bank to furnish the original mark certificates for verification. The enquiry was conducted by the Directorate on receipt of the original certificates and Ext.M22 proceedings were drawn accordingly. Ext.M22 is an order of the competent authority passed against the petitioner after proper enquiry. So the argument that the documents could not be relied upon to enter a finding against the petitioner could not be accepted. It could be seen on going through the proceedings that the petitioner was a reluctant participant to the enquiry, that her attitude was one of non-cooperation and that a copy of the proceedings had been sent to the petitioner also. It is seen stated in the proceedings that explanation of the petitioner was obtained from the petitioner and she has stated in this that she will be able to offer her explanation only on perusing the certificates. She had been present for the enquiry on 29.08.2011. There she took the stand that if the duplicate copies of certificates are not handed over to her she is not willing to peruse the certificates and offer her explanation. Subsequently, the enquiry was concluded and the proceedings has been passed.

11. Ext.M1 is the application given by the petitioner for appointment in the bank. The forgery seems to have been planned even earlier. The husband of the petitioner died on 08.04.1995, as seen from the Claim Statement. Ext.M1 was submitted by her seeking employment, on 07.10.1995. She has stated in the application that her Date of Birth is 01.01.1959, that she studied in St. Rafael's Girls Higher Secondary School, Santhome and she passed 11th standard in the year 1975-1976. Ext.M7 is the letter from the petitioner alongwith testimonials, also containing a sheet with the endorsement of the petitioner that the originals were verified. This was given on the eve of her attending the examination for promotion to the post of Assistant. In Ext.M7 she has stated that she is enclosing copies of mark sheets. She has also stated in the letter that the education department is not giving a completion certificate and that the qualifying mark for

promotion is 35% in all the subjects. There is a sheet of endorsement in the next page itself which states that the submitted copies were verified with the originals. There are also the mark list copies, the earliest with the Register No. 159437 which shows that the petitioner appeared for examination held in March 1976. She has obtained more than 35% marks in subjects other than English, Maths, History and Geography as per this certificate. The other certificates are of March 1996 in which she passed in English but failed in Maths and Social Science. Then there is the certificate of October 1996 in which she passed in Maths but failed in Social Science again. The subject which was known as History and Geography in 1976 seems to have become Social Science by 1996. The last of the certificates is of July 2005 in which she secured 37% marks in Social Science. Thus, in piecemeal she seems to have crossed the hurdle of examination.

12. As seen from Ext.M17 the original mark list were obtained from the petitioner by the Bank as directed by the Directorate of Government Examinations.

13. What actually is the forgery done? Certificate showing Register Number 159437 is the first in the series of certificates produced by the petitioner. Ext.M22 the proceedings of the Joint Director shows that as per government records the Register Number belonged to one Mohan. What is stated in the proceedings of the Joint Director is that the name, N. Mohan in the certificate is substituted by name A. Fathima Shanti Sourirajan which is the maiden name of the petitioner. The marks given in the document is that of Mohan itself. The attempt of the petitioner after death of her husband had been to get a pass in the subjects in which Mohan had failed. It is accordingly she had appeared for examination in March 1996, after she had submitted her application to the Bank on 07.10.1995. In three attempts she succeeded in getting pass marks in the subjects in which Mohan failed. The Transfer Certificate of the petitioner also has been produced by her alongwith the testimonials she furnished after Ext.M7. This certificate was sent to the school in which the petitioner studied for verification. Letter from the school authorities revealed that the material details in the Transfer Certificate which is marked as Ext.M5 were forged by the petitioner. In the column for Date of Birth the date 01.01.1951 was changed to 01.01.1959, the date of admission to 11th standard is shown as 1975-1976, the date on which the pupil left the school is shown as 03.04.1976 and the date of application and issue of Transfer Certificate are shown as 06.06.1976. A perusal of the Transfer Certificate by naked eye itself will reveal that the material years were changed to the convenience of the petitioner. While in the other writings the ink is too pale, in portions where changes are made ink is in darker shade. Thus, the number 9 in 1959, the number 75 and 76 in the column for date of admission, the number 6 in the column showing the date on which the pupil left the school and number 6 in the columns for date of application and issue of transfer certificate are darker and it could be seen that this was changed at a later time using another pen. There is Ext.M19, the copy of the Transfer Certificate forwarded from the school in which the petitioner studied. This gives her date of birth as 01.01.1951, the date she left the school as 03.04.1970 and the date of application and the date of issue of Transfer Certificate as 06.06.1970. When the prospectus of getting a job at the Bank accrued the petitioner seems to have entertained the desire of getting the clerical post rather than the post of Messenger for which alone she would have been eligible as per her qualification at the time. As seen from the Transfer Certificate, Ext.M5, the petitioner was only studying at the time she has left the school.

14. In Certificate No. 159437 there is no Date of Birth, however, in the subsequent mark list the practice of giving the Date of Birth also are seen. In the certificates of March and October, 1996 and July 2005, the Date of Birth is given as 01.01.1959. However in all these documents the number 9 in the year of birth is visibly and clearly larger than the other numbers in the Date of Birth. On closer look it could be seen that the number 1 in the year of birth is conveniently changed to 9 and that is why this number alone is in a larger font. Thus it could be seen that there was a conscious attempt on the part of the petitioner to change her Date of Birth from 01.01.1951 to 01.01.1959 in which case her service would have prolonged to 2019.

15. The petitioner's reluctance to put forth her case in any of the forums she had attended is very conspicuous. Though, in the proceedings before the Directorate of Education she had attended, she walked out even before completion of the enquiry with the demand, that the original documents should be handed over to her. In the enquiry proceedings also she did not give any evidence. She did not dare to enter the witness box before this Tribunal also. There is the evidence given by MW1 regarding the manner in which forgery was committed by the petitioner. It was upon her to get into the witness box and deny this case which she has not done. Perhaps the petitioner was very much aware that once she is in the box the exact nature of the forgery will be brought out from her by the other side. What is stated in the written submission is that she has not given the original mark list to the Bank to be sent for verification to the Directorate. If that is the case she could have produced those mark lists which would necessarily be with her. The guilt of the petitioner is writ large even in her reluctance to face any of the forums.

Punishment of dismissal of the petitioner from service was only proper.

In view of my discussion above, the petitioner is Not entitled to any relief. An award is passed against her.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this 25th January, 2016)

K.P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined :

For the 1st Party/Petitioner Union : None
For the 2nd Party/1st and 2nd Management : MW1, Sri T.S. Jeyakumar

Documents Marked:

On the petitioner's side

Ex.No.	Date	Description
	Nil	

On the Management's side

Ex.No.	Date	Description
Ext.M1	07.10.1995	Application for employment together with copies of enclosures executed by the petitioner
Ext.M2	05.09.1996	Appointment Order
Ext.M3	05.08.2005	SSLC Certificate 2922017
Ext.M4	16.02.1996	SSLC Certificate 18840
Ext.M5	24.08.1995	TC 293 of St. Raphael's Girls High Secondary School
Ext.M6	17.06.1996	Notarized mark sheet 4246181
Ext.M7	27.07.2006	Letter from petitioner enclosing testimonials with a sheet containing an endorsement that the originals were verified
Ext.M8	12.08.1996	Undertaking executed by the petitioner
Ext.M9	11.09.1996	Letter requiring petitioner to give undertaking
Ext.M10	30.12.1996	SSLC Certificate 4385389
Ext.M11	05.03.2011	Promotion letter to the petitioner
Ext.M12	09.03.2011	Letter to Director to School Education
Ext.M13	-	Anonymous letter addressed to Mr. AK Garg
Ext.M14	06.05.2011	Letter from Director of School Education to the Respondent
Ext.M15	28.06.2011	Relieving order from IFB Branch of the Respondent
Ext.M16	01.07.2011	Letter from Director of Government Examination
Ext.M17	06.07.2011	Bank's letter surrendering certificate to Directorate of Government examination
Ext.M18	25.07.2011	Letter to petitioner from bank dated 08.08.2011 enclosing the explanation called for by Joint Director, School Education
Ext.M19	26.07.2011	Letter from St. Raphael's Girls High Secondary School, Chennai-4
Ext.M20	08.08.2011	Bank's letter to petitioner (suspension order)
Ext.M21	02.09.2011	Charge Sheet
Ext.M22	06.09.2011	Proceedings of Joint Director, Govt. Examination to the Bank (with English translation)
Ext.M23	-	Enquiry proceedings and enquiry report
Ext.M24	23.02.2013	Order of punishment
Ext.M25	04.06.2013	Order confirming the punishment.

नई दिल्ली, 21 अप्रैल, 2016

का.आ. 730.—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/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 28/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21.04.2016 को प्राप्त हुआ था।

[सं. एल-12011/83/2012-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 21st April, 2016

S.O. 730.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 28/2013) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 21.04.2016.

[No. L-12011/83/2012-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/28/2013

General Secretary,
Dainik Vetan Bhogi Bank Karmchari Sangathan,
F-1, Tripti Vihar,
Opp. Engineering College,
Ujjain

...Workman/Union

Versus

Branch Manager,
State Bank of India,
Navdapanth,
Distt. Indore (MP)

...Management

AWARD

Passed on this 1st day of March 2016

1. As per letter dated 1-2-2013 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-12011/83/2012-IR(B-I). The dispute under reference relates to:

“1. Whether Shri Pradeep alias Pappu Dhangar is entitled for full wages as paid to permanent peon for the period from 16-6-07 to 1-12-2010? If so, what benefit workman is entitled to? 2. State Bank of India is a Banking Industry? 3. The nearest Tribunal is CGIT Jabalpur?”

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim through General Secretary, Daily wage Employees Union, Ujjain. Case of Ist party workman is that he was engaged as peon on 16-6-07 by Branch Manager Shri Satish Rathi in Manawar branch. He was working for 8 hours from opening till its closing. He was paid wages Rs.60/-.. Wages were increased to Rs.70,80,125, 150. He worked more than 240 days during each of the year from 16-6-07 to 1-12-2010. After workman claimed bonus and scale wages, his services were terminated without notice. He was not paid retrenchment compensation. Workman challenged termination of his service in R/21/12. Ist party workman submits that he was eligible for scale wages as per 8th & 9th Bipartite Settlement. That violation of settlement is punishable under Section 29 of the ID Act. That SBI, Karur Vaishya Bank, Bank of Maharashtra have paid arrears of scale wages to daily wage employees. On such ground, Ist party workman is praying for payment of arrears as per pay scales under 8th & 9th Bipartite Settlement with interest.

3. 2nd party filed Written Statement on 30-1-14 opposing claim of workman. 2nd party submits that Ist party workman was never appointed in the Bank on permanent basis following recruitment process. That engagement of Ist party workman was purely temporary on administrative exigencies. He was not appointed against vacant post. That 5th & 8th Bipartite settlement entered between Indian Bank Association and Employees Union are applicable only to permanent employees of the subordinate and clerical cadre of the Bank. Bipartite settlement are entitled for period of

5 years. It is reiterated that bipartite settlement are applicable only to the regular employees. Workman is not entitled to its benefit. It is reiterated that 7 to 9 bipartite settlement entered with the Union are not applicable to temporary daily wage employees. Ratio held in various cases has been referred. Bank has formed scheme for regularization. It is not possible to others who were appointed subsequent to the cut off date. The part time employees are not entitled to regularization. Part time employees are not entitled to salary of regular employees. 2nd party prayed for rejection of claim.

4. 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 State Bank of India is a Banking Industry?	In Affirmative
(ii) Whether Shri Pradeep alias Pappu Dhangar is entitled for full wages as paid to permanent peon for the period from 16-6-07 to 1-12-2010?	In Negative
(iii) If not, what relief the workman is entitled to?"	Workman is not entitled to any relief.

REASONS

5. Point No.1- the terms of reference pertains to whether State Bank of India is covered as Industry? Workman has not adduced any evidence. The written statement filed by Ist party is not clear on the point. Infact Ist party has not pleaded or adduced evidence on the point that SBI is not covered under Section 2j of ID Act. The representative of Ist party workman submitted on 25-2-15 that he doesnot want to adduce evidence. Considering moral activities of Bank, it is surprise to say that it is covered under Section 2j of ID Act. For above reasons, I record my finding in Point No.1 in Affirmative.

6. Point No.2- Ist party is claiming difference of pay scales as per 8th & 9th bipartite settlement. Workman has not adduced evidence in support of his claim. Bunch of documents are produced by 2nd party. No valid evidence is adduced to prove the documents in bunch. In Exhibit W-1, working days of workman are shown 220 days in the year 2009, 237 days in 2010. Exhibit W-2 shows bonus of Rs.4834/- paid to workman. Exhibit W-3 is copy of settlement between Sunil Bundela and State Bank of India. Management has also not adduced evidence in the reference therefore I record my finding in Point No.2 in Negative.

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

- (1) Ist party workman is not entitled for full wages as paid to permanent peon.
- (2) Workman is not entitled to any relief.

R. B. PATLE, Presiding Officer

नई दिल्ली, 21 अप्रैल, 2016

का.आ. 731.—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 केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 177/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21.04.2016 को प्राप्त हुआ था।

[सं. एल-12012/296/2001-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 21st April, 2016

S.O. 731.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 177/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 21.04.2016.

[No. L-12012/296/2001-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR****NO. CGIT/LC/R/177/2001**

Shri Vijaysingh Chouhan,
S/oHimmatsingh Chouhan,
Ranu Colony, Meghanagar,
Distt. Jhabua (MP)

...Workman

Versus

Asstt. General Manager,
State Bank of India,
Zonal Office, Region-V, Hamidia Road,
Bhopal

...Management

AWARDPassed on this 2nd day of March 2016

1. As per letter dated 21-11-2001 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-12012/296/2001-IR(B-I). The dispute under reference relates to:

“Whether the action of the management of Asstt. General Manager, State Bank of India, Bhopal in compulsorily retiring Shri Vijaysingh Chouhan S/ Himmatsingh Chouhan w.e.f. 5-7-98 is justified? If not, to what relief the workman is entitled?”

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Page 3/2 to 3/5. Case of workman is that he was working as messenger from 12-5-78 in Vasindra branch Tehsil Sehlaana, distt. Ratlam. He was continuously working till 5-7-98 as messenger. He was paid salary Rs.2200 per month, workman was treated voluntarily retired from 5-7-98 as per order dated 14-12-98. Workman is rendered unemployed. That he had not requested for voluntary retirement. He did not submit any application or made oral request for voluntary retirement. As per letter dated 10-3-98, his explanation was called by management for his absence from 20-3-97. He had submitted proper explanation to the management. He had also received letter by RPAD on 10-12-98. He submitted its reply to management on 12-20-98. Without considering his explanation, the order for compulsory retirement of workman was passed. His services were ended from 5-7-98.

3. Ist party workman submits that his services could not be ended without speaking order. The order passed by 2nd party is illegal. His services are discontinued without notice. Any enquiry was not conducted against him. Retrenchment compensation was not paid to him. Workman further submits that his son having 18 years of age suffered accident. Workman was going to various places for his treatment. His son died on 28-2-98. Thereafter he was mentally upset. On 15-2-00, workman submitted fitness certificate to the Branch Manager. His request was not considered. His services were discontinued finally. Workman submits that the order of his compulsory retirement from 5-7-98 is illegal. He prays to quash order of his compulsory retirement. Workman also prays for his reinstatement with backwages.

4. 2nd party filed Written Statement at page 8/1 to 8/11 opposing claim of workman. As per 2nd party, Ist party workman was appointed as messenger cum farrash on 12-5-79. He was confirmed on 12-11-79. Workman remained unauthorisely absent for 54 days during May 96 to November 96. Said period was regularized treating workman on extra ordinary leave. Workman remained absent from 28-3-97 till management taken decision of voluntary retirement of workman. Management had issued several notices and warning about his unauthorized absence. Notice was issued on 23-7-97 advising workman to join duty within 3 days. 2nd notice was issued on 19-8-97 advising workman to join duty within 30 days and otherwise he would be deemed to have voluntarily vacated his employment. Above notices were issued to the workman in English. Management considered that to avoid legal complications, notices be issued to workman in Hindi. Management sent notice in Hindi on 0-3-98 and 2nd notice was sent on 5-6-98 whereby Ist party was advised to report for duty within 30 days otherwise he would be deemed to have voluntarily vacated his employment on the expiry of the notice period. There was no response any of those notices. Workman did not report duty till 12-10-98. Workman was deemed to have voluntarily retired from 5-6-98. Workman remained unauthorisely absent for 473 days. As per Bipartite settlement, if workman unauthorisely remained absent for 90 days continuously, management could give notice of 30 days asking to report duty within 30 days. If employee doesnot report for duty within the stipulated period nor explained his absence to the satisfaction of the management about his willingness of work, it would be

deemed on expiry of notice period that he had voluntarily retired. Clause 17 of 5th Bipartite settlement is reproduced. 2nd party submits that workman remained unauthorisely absent. Despite of notices issued to him, workman did not report to duty. He has not explained about unauthorized absence therefore workman was treated voluntarily retired from 5-7-98. As per 5th bipartite settlement, the employment of workman is voluntarily seized. Workman is not entitled to any relief.

5. 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 Asstt. General Manager, State Bank of India, Bhopal in compulsorily retiring Shri Vijaysingh Chouhan S/ Himmatsingh Chouhan w.e.f. 5-7-98 is justified?	In Negative
(ii) If not, what relief the workman is entitled to?"	As per final order.

REASONS

6. The terms of reference pertains to legality of compulsory retiring workman. Ist party workman filed affidavit of his evidence. In his affidavit, workman says he was working in Vasindra branch in 1997. He was appointed as peon on 12-5-78. His son Praveen suffered serious accident. He had suffered multiple fractures. His son was receiving treatment in Basoda hospital. He was unable to stand. His son died on 12-2-98. Leave taken by him were not considered, he was not allowed to join duty, he was forcibly voluntarily retired. In his cross-examination, workman says on 12-5-78, he joined duty as messenger. He admits that during May 96 to Nov 96, he was absent for 54 days. Bank had sanctioned leave for said period. He was allowed on duty. From 20-3-97, he was absent till he was treated voluntarily retired. He received notices from Bank for reporting for duty. The notice is marked Exhibit M-1 to M-3.

7. Management's witness Laxman Mahawar filed affidavit of his evidence. In his affidavit, management's witness says workman was appointed as messenger/ farrash on 12-5-79. On 12-11-79, he was confirmed in service. Workman was absent from duty from 20-3-97. Workman was absent for 54 days during May 96 to November 96. Workman was absent from 20-3-97 till date of his voluntary retirement. Notice was issued to workman on 19-8-97 advising workman to report on duty within 30 days. Notice in Hindi was issued on 10-3-98 asking him to report for duty within 3 days. 2nd notice was issued to workman on 5-6-98 asking workman to report duty within 30 days. Workman did not report for duty. Last notice was issued on 12-10-98. Workman was treated voluntarily retired from 5-7-98. Workman was continuously absent for 473 days. As per Para-17 of 5th Bipartite agreement reproduced in the affidavit, workman failed to explain about his absence. He did not report on duty within 30 days after issuing notice. He is treated voluntarily retired. The evidence of management's witness remained unchallenged. Management's witness is not cross-examined.

8. Documents produced by workman Exhibit W-1 is notice dated 10-3-98 directing workman to resume duty within 3 days, his absence is shown from 20-3-97. Exhibit W-2 is notice in Hindi dated 10-3-98 informing workman that as he was absent from duty, he failed to join duty after notice, he shall be deemed voluntary retired from 5-7-98. Exhibit W-3 is notice dated 12-10-98 issued to workman finds reference of notice dated 5-6-98. He is treated as voluntarily retired from 5-7-98. Exhibit W-4 is application submitted by workman alongwith medical certificate requesting to allow him to join duty. The documents produced by management M- is notice dated 10-3-98, M-2 is letter dated 12-10-98, M-3 is letter dated 14-12-91 informing workman that he was treated voluntarily retired from 5-7-98 for his failure to report duty despite notices issued to him. Exhibit W-5 is copy of 5th Bipartite Settlement. Para 17 provides – if the workman is absent without application or he remained absent for 90 days after expiry of leave period, fails to join duty within 30 days after notice or he fails to satisfactorily explained about his absence or he is not carrying other business or he has no intention to resume the work on expiry of the period of notice, he would be treated voluntarily retired.

9. The evidence of Ist party workman in his cross-examination shows that he was granted 54 days leave for absence during the period May 96 to November 96. Though management's witness in his affidavit says notice was issued to workman on 5-6-98. Said notice is not produced on record.

10. The documents produced by workman are notice dated 10-3-98- Exhibit W-1, W-2 & notice dated 12-10-98 Exhibit W-3 & W-4 whereas documents produced by management Exhibit M-1 to M-3 are dated 10-3-98, 12-10-98, 14-12-98, the workman is shown absent in all those documents from 20-3-97. The period of 90 days would come in June 97. Notice dated 5-6-98 is not produced on record. Thus the management has not complied with Clause 7 of bipartite settlement. Management has also not mentioned in any of the notices that it was satisfied that workman was carrying any other business or he had no intention to join the duties. Thus the management has not complied with

para 17 of the 5th bipartite settlement. Therefore the order of voluntary retirement from services of workman is not in compliance of bipartite settlement. Therefore I record my finding in Point No.1 in Negative.

11. Point No.2 In view of my finding in Point No.1 order of treating voluntarily retired as per 5th Bipartite Settlement is not legal. Para 17 of Bipartite settlement is not properly complied. Question arises whether workman is entitled for reinstatement with backwages. The affidavit of evidence of workman shows his age 56 years. Said affidavit was filed on 22-5-2010. It appears that workman had attained age of superannuation. Therefore relief of reinstatement would not be justified in the case. Learned counsel for management relies on ratio held in

Case of Municipal Council, Sujampur versus Surinder Kumar reported in 2006(5)SCC-173. Their Lordship dealing with Section 25 B and violation of Section 25-F of ID Act held reinstatement should not be granted automatically but after considering the peculiar facts, considering the appointment of respondent workman was not in a sanctioned post was made at the instance of minister dehors the rule, compensation Rs.50,000 was allowed.

The facts of present case are not comparable. Workman was working as messenger since 1979 till he was treated voluntarily retired on 5-7-98. Ratio cannot be applied to case at hand. Considering the workman has already attained age of superannuation, the order of treating voluntarily retired is illegal for non-compliance of Parta-17 of Bipartite settlement, it would be appropriate to allow 50 % wages/ salary to the workman. Accordingly I record my finding in Point No.2.

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

- (1) The action of the management of Asstt. General Manager, State Bank of India, Bhopal in compulsorily retiring Shri Vijaysingh Chouhan S/ Himmatsingh Chouhan w.e.f. 5-7-98 is not proper and legal.
- (2) 2nd party is directed to pay 50 % wages/ salary to the workman from the date of compulsory retirement i.e. 5-7-98 till date of his superannuation.

Amount as per above order shall be paid to workman within 30 days from the date of notification of award. In case of default, amount shall carry 9 % interest per annum from the date of award till its realization.

R. B. PATLE, Presiding Officer

नई दिल्ली, 21 अप्रैल, 2016

का.आ. 732.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दक्षिण पूर्व मध्य रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 97/05) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21.04.2016 को प्राप्त हुआ था।

[सं. एल-41012/13/2005-आईआर (बी-I)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 21st April, 2016

S.O. 732.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 97/05) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of South Eastern Central Railway and their workmen, received by the Central Government on 21.04.2016.

[No. L-41012/13/2005-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

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

NO. CGIT/LC/R/97/05

Shri Lachhidas,
C/o Shri J.P.Shukla,
Near Railway Station,
Chirimiri,
Distt. Korea, Chhattisgarh

...Workman

Versus

Divisional Railway Manager,
South Eastern Central Railway,
Bilaspur

...Management

AWARD

Passed on this 3rd day of March, 2016

1. As per letter dated 8-9-05 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-41012/13/2005-IR(B-I). The dispute under reference relates to:

“Whether the action of the management of the DRM, South Eastern Central Railway, Bilaspur in removing from the services to Shri Lachhidas without giving proper opportunity to put his case before the enquiry proceedings is legal and justified? If not, what relief the workman is 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 working as Gangman since 24-8-75 under PWI, Mahendragarh, Chirimiri. He was CP employee. On 24-1-83, his services were regularized on permanent post of gangman on 13-5-89. He was deployed as Gangman in Gang No.42. That being permanent employee, he is entitled to all benefits- all leave, CL, Sick Leave. PWI at Chirimiri Station never sanctioned leave to him as per request of workman. On 23rd, 24th July 1998, while he was on duty with other gangman, Gangmate Shri Dhaniram asked him to get out from duty on instructions of Shri Kathia PWI, Mahendragarh without any reasons. That he regularly presented for duty but he was not allowed on duty. Workman had approached higher authorities for seeking permission to resume duties. His representations were not replied. Workman was not issued any show cause notice chargesheet by Section Engineer, Mahendragarh. Vide letter dated 16-4-99, workman was required to give detailed name of defence witnesses within 7 days. The matter was replied by him on 22-4-99. Workman was orally informed that the enquiry was fixed on 29-4-99. Workman alongwith his witnesses attended enquiry but no Enquiry Proceedings was conducted. Further dates of Enquiry Proceedings were informed to him. Workman was kept in haizy situation. Nothing was heard from management despite of his efforts.

3. That workman filed OA 516/00 before CAT, Jabalpur. In compliance of order dated 24-9-03 passed by the Tribunal, the order of removal was issued to workman. After receiving order, workman had preferred appeal before Appellate Authority on 24-11-03. The appeal was rejected on 23-9-04 without applying mind. Workman was punished without his fault. Workman claims that he was never unauthorized absent from duty. He was serving with honesty. Workman has alleged that PWI Shri Katiar demanding gratifications from other gangman for recording attendance. He used to threaten gangman of removal from service. That workman was not issued showcause notice, chargesheet on memorandum of enquiry, the punishment was imposed in violation of principles of natural justice. On such ground, workman prays to set-aside order of punishment of removal from service and reinstatement with backwages.

4. 2nd party filed Written Statement at Page 9/1 to 9/4 opposing claim of workman. 2nd party denies that Ist party workman was working as Gangman since 24-8-75. As per service record, his date of appointment is 23-1-83 as CPC Gangman. Workman was regularised on 13-5-89. Workman was posted in gang No.42 from 13-5-89. Workman was granted 140 days EL, 185 days sick leave during the period 13-5-89 to 22-3-98. That workman was deputed to perform duty as night patrolman but he did not follow instructions and did not performed patrolman duty. Instead he worked with gang on 23rd, 24th July, 1998. The allegation of workman that he was asked to get out of duty has been denied. 2nd party denies that workman was not allowed to perform duties. The contention of Ist party workman that he was not issued showcause notice, chargesheet have been denied. Workman was issued chargesheet on major penalty on 16-3-99. One staff was deputed to service notice at the residential address. On 24th March workman was not found, on 29th March, staff deputed to issue chargesheet at his residential address, workman refused to receive chargesheet. Chargesheet was sent by RPAD on 6-3-89. It was served on his wife. On 16-4-99, workman received letter of enquiry directing workman to submit name of defence counsel. Chargesheet in Hindi was sent to workman on 11-5-99 but he refused to receive the same. Another letter dated 15-5-99 was sent through Railway staff informing date of enquiry, it was refused by workman. Letter dated 24-5-99 sent by Enquiry Officer informed previous dates, workman refused said letter on 4-6-99. The contentions of workman that no enquiry was conducted against him is false. Workman was served with copy of order of removal as per directions by Hon'ble CAT Jabalpur dated 24-9-03. Workman had challenged the order of punishment before Appellate Authority. That as per service record, workman was absent for 2343 days during the period 1983 to 1999. Workman was also absent for 325 days from 24-7-98 to 13-6-99. Workman not performed his duty regularly and honestly. Reiterating above contentions, 2nd party submits that order of removal of workman is proper. Claim of workman be dismissed.

5. As per order dated 17-4-14, enquiry conducted against workman is found illegal. 2nd party was permitted to prove misconduct in court.

6. 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 the DRM, South Eastern Central Railway, Bilaspur in removing from the services to Shri Lachhidas without giving proper opportunity to put his case before the enquiry proceedings is legal and justified?	In Negative
(ii) If not, what relief the workman is entitled to?"	As per final order.

REASONS

7. Point No.1- As per order dated 17-4-2013, enquiry conducted against workman is found illegal. Management filed affidavit of witness Shri Prakash supporting contentions of management that workman did not followed instructions of his superiors for performing duty of night patrolman. The said witness of the management in his cross-examination says he did not remember whether chargesheet was issued to workman during the period 13-5-89 to 22-3-98. He claims ignorance whether workman has submitted application dated 23-7-98. He was not immediate superior of workman. Presently he did not see incident committed by workman. His affidavit is filed on the basis of office record. He had not participated in any matter of enquiry and action taken against workman. His evidence is devoid to place reliance.

8. 2nd party has filed affidavit of witness Shri R.K.Noutiyal Management's witness in his affidavit has stated that on 4-1-83, Ist party workman was appointed as casual labour. He was regularised on 13-5-89. During 1989 to 1998, workman was granted 141 days EL, 185 days Sick Leave. On 23-7-98, workman was assigned night patrolman duty. He disobeyed the order and not attended night patrolman duty. During the period 24-7-98 to 13-6-99, workman was unauthorisely absent for 325 days. During 1983 to 1999, workman was absent for 2343 days. From his evidence documents M-1 to M-13 are admitted. Exhibit M-1 is document about service particulars of workman. Exhibit M-2 is about leave particulars for the period 2-1-93 to 1-11-94. Exhibit M-3 is letter dated 14-10-98 informing absence of workman from July, 1998. Exhibit M-4 is chargesheet for imposition of minor penalties. Exhibit M-8 is order withholding one set of PTO for the year 1994. Exhibit M-10 is letter dated 2-9-94 regarding unauthorized absence. Exhibit M-11 is standard Form No.11 for imposing minor penalty. Exhibit M-12 pertains to unauthorized absence of workman imposing minor penalty. Documents produced by 2nd party Exhibit M-1 o M-12 donot disclose chargesheet issued to workman for his unauthorized absence during 24-7-90 to 13-6-99. Exhibit M-13 is statement regarding unauthorized absence of workman during the year 1994 to 1998. It also refers to major penalty chargesheet dated 16-3-99.

9. Management's witness Shri R.K.Noutiyal in his cross-examination says Ist party workman did not work under him. His affidavit is filed on basis of record. Exhibit M-1 is order of removal. Management's witness admits that register of attendance is maintained. Register of attendance of workman is not produced. That one Mr. Katiar was supervising the work of Ist party. What directions were given by shri Katiar to workman he doesnot know. Exhibit M-2 , M-3 were not submitted by workman. Those documents donot bear his signature. That Exhibit M-13 was prepared, he doesnot know about it. No documents are produced about his statement in Para 8 of affidavit. In para-13 of his affidavit, leave sanctioned during period 1989 to 1999 are included. The documents earlier marked Exhibit M-3, M-4, 1-A, 1-B admitted in evidence prior to deciding preliminary issue. There is overlapping in exhibiting the documents for convenience those documents are marked as Exhibit M-16,17, 14-A, 14-B. chargesheet issued to workman alongwith annexure Exhibit M-16 shows that workman neglected duty. He has been absenting himself from duty unauthorisely from 24-7-98. He failed to maintain devotion in duty and his said action is manner unbecoming of Railway Servant. The evidence of management's witness Shri. R.K.Noutiyal in his cross is clear that workman was not working under him. The register of attendance is not produced One Mr. Katiar was supervising his work, what instructions were given by Shri Katiar to workman, he doesnot know. In view of the enquiry conducted against workman is found illegal, management is required to prove charges. The evidence in cross-examination of management's witness Shri R.K.Noutiyal is not sufficient to prove charges against workman about his unauthorised absence, disobeying order etc. for above reasons, I record my finding in Point No.1 in Negative.

10. Point No.2- In view of my finding in Point No.1 punishment of removal imposed against workman is illegal, question arises whether the order of removal of workman needs to be set aside. In affidavit dated 15-5-09, age of workman is shown 54 years. Workman must have attained age of 60 years therefore relief of reinstatement would not be granted to workman. In view of my finding in Point No.1 misconduct alleged against workman is not proved. Workman was removed from service in the year 1999. Workman had filed OA before CAT, order of removal was supplied to

workman. He had challenged order of punishment filing appeal. It cannot be said that dispute raised is belated. In view of 1st party workman could not be reinstated, in my considered view, workman deserves adequate compensation and retiral benefits. Considering the facts, compensation Rs. 3 Lakhs would be adequate. Accordingly I record my finding in Point No.2.

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

- (1) The action of the management of the DRM, South Eastern Central Railway, Bilaspur in removing from the services to Shri Lachhidas is not proper and legal.
- (2) Punishment of removal of workman is set-aside. 2nd party is directed to pay compensation Rs. 3 Lakhs and also allow retiral benefit to the workman from the date of his superannuation.

Amount as per above order shall be paid to workman within 30 days from the date of notification of award. In case of default, amount shall carry 9 % interest per annum from the date of award till its realization.

R. B. PATLE, Presiding Officer

नई दिल्ली, 21 अप्रैल, 2016

का.आ. 733.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस ई सी रेलवे 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. 81/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21.04.2016 को प्राप्त हुआ था।

[सं. एल-41011/69/2012-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 21st April, 2016

S.O. 733.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 81/2013) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of S.E.C. Railway and their workmen, received by the Central Government on 21.04.2016.

[No. L-41011/69/2012-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

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

No. CGIT/LC/R/81/2013

PRESIDING OFFICER: SHRI R.B.PATLE

The State General Secretary,
SCEWASTAMB Union,
H.No. 145/02, Keshar Awas, Smriti Van,
Turning Point, Rajkishore Nagar,
Bilaspur

...Workman/Union

Versus

Sr.Divisional Operation Manager,
S.E.C.Railway,
Bilaspur(CG)

...Management

AWARD

Passed on this 8th day of March, 2016

1. As per letter dated 5-6-2013 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-41011/69/2012-IR(B-I). The dispute under reference relates to:

“Whether the action of the management of the Sr.Divisional Operation Manager, S.E.C.Railway Bilaspur (CG) for giving the promotion as Guard Grade “A” for passenger service to (i) Shri M.K.Behra, Guard Shahdol (ii) Shri S.K.Mishra, Guard Shahdol and (iii) Shri D.Biswas, Guard Bilaspur without having minimum 2 years of service in

the immediate lower grade i.e. Brake Van as required under norms and extended rules for promotion was legal and justified? If not, what remedy/ relief the said workman entitled?"

2. Ist party workman is claiming promotion in the dispute under reference. Even after issuing notices, the Union didnot participate in the proceeding, no statement of claim is filed.

3. IInd party management also not filed Written Statement.

4. Application dated 8-3-2016 is filed on behalf of workman for withdrawal of the case. Management has no objection. As workman has withdrawn his claim, the dispute between parties ceased to exist. The reference stands disposed off as withdrawn.

R. B. PATLE, Presiding Officer

नई दिल्ली, 21 अप्रैल, 2016

का.आ. 734.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मध्य रेलवे 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. 178/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21.04.2016 को प्राप्त हुआ था।

[सं. एल-41012/127/95-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 21st April, 2016

S.O. 734.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 178/96) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of Central Railway and their workmen, received by the Central Government on 21.04.2016.

[No. L-41012/127/95-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

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

No. CGIT/LC/R/178/96

Shri Suresh Kumar, S/o Shri Jeewan Singh,
Q.No.2724/3-A,
Near Hanuman Hotel
Lalmati Siddh Baba Road,
Jabalpur

...Workman

Versus

Chief Engineer (B&F),
Central Railway, Mumbai VT

...Management

AWARD

Passed on this 4th day of March, 2016

1. As per letter dated 3-9-96 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-41012/127/95-IR (B-I). The dispute under reference relates to:

“Whether the action of the management of Central Railway, Bridge and Flood, Bombay VT in terminating the services of Shri Suresh Singh S/o Shri Jeevan Singh, casual labour is legal and proper? If not to what relief the workman is entitled to?”

2. After receiving reference, notices were issued to the parties. Ist party workman filed statement of claim at Page 5/1 to 5/2. Case of Ist party workman is that he was working as casual labour without assigning any reasons or giving opportunity of hearing, he was removed from service by 2nd party. Other persons similarly situated are still working. Action of Non-applicant is violative of Article 14 & 16 of the constitution. On such ground, workman prays for his reinstatement with all benefits.

3. 2nd party management filed Written Statement at Page 6/1 to 6/4 opposing claim of workman. 2nd party submits that workman was engaged as casual labour during raining season for cleaning, fixing up pipes etc work. The Ist party workman was engaged during the period May-June to October. The job for which Ist party workman was engaged as purely temporary during rainy season. Workman had not completed 240 days continuous service preceding 12 months of alleged discontinuation. He is not required Railway Servant. Ist party workman was engaged for total 675 days during 3-2-89 to 18-5-89. It is denied that other similarly situated persons are continued in employment. It is denied that other similarly situated persons are continued in employment. It is denied that workman is discriminated. Workman has no right to continue in service.

4. Rejoinder is filed by workman at Page 11/1 to 11/2 reiterating its contentions in statement of claim.

5. 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 Central Railway, Bridge and Flood, Bombay VT in terminating the services of Shri Suresh Singh S/o Shri Jeevan Singh, casual labour is legal and proper?	In Affirmative
(ii) If not, what relief the workman is entitled to?"	Workman is not entitled to any relief.

REASONS

6. Ist party workman is challenging termination of his service for violation of Section 25 of ID Act. Ist party workman filed affidavit of his evidence. In his affidavit of evidence, workman says he worked as casual labour in the establishment of 2nd party from 19-5-82 onwards. The details are given in Para-2 of his affidavit. His services were terminated without notice. Shri Narendra Gautam, Rammilan, G.C.Das, Lallan Prasad & other similarly situated were continued in service. That he worked more than 120 days. He acquired temporary status. His services could not be terminated in violation of law. In his cross-examination, workman says he has studied 7th standard. Affidavit of his evidence was drafted by his Advocate. Appointment letter in writing was not issued to him. His name was not sponsored through Employment Exchange. He worked from 18-5-82 to 18-10-82 and again from 23-5-89 to 18-10-89. He raised dispute in 1994, 1995. After witness was recalled, his service card is proved at Exhibit W-1. Workman in his cross-examination says entries of working days are taken in service card Exhibit W-1. Entries bears signature of Shri V.N.Vasu during 3-2-89 to 18-3-89, Mr. Peter was working In-charge. Workman was unable to tell of which post Mr. Peter was in-charge. He admits that when ever there was need, he was engaged by Railway. He denies that he was engaged only for 69 days during 18-3-89 to 20-4-89. The careful perusal of Exhibit W-1 shows that duplicate service card 42559 was issued by DRM(P) Jabalpur. Amount of Rs.2/- was charged against the service card. The entries in Exhibit W-1 shows that workman last worked from 3-6-89 to 18-10-89. Workman had not worked for 240 days continuously. Therefore workman is not covered as employee under Section 25 B of ID Act, he is not entitled to protection under Section 25(B) of ID Act, he is not entitled to protection under Section 25B of ID Act.

7. Shri A.K.Shashi further submits that dispute is raised after long lapse of time is not tenable. That workman has not pleaded about the working days. In support of his argument, Shri A.K.Shashi relies on ratio held in

Case of Municipal Committee, Tauru and Harpal Singh and another reported in 1999-I-LLJ-1028. Their Lordship held evidence in Court should be based on claim statement. Courts will have to be alert on this Inconsistent stand of party in Court will not bring in any result.

In present case, statement of claim filed by workman is not disclosing he completed 240days continuous service preceding 12 months of his termination. However there is no inconsistency in statement of claim and the affidavit of evidence adduced by workman. Ratio cannot be applied beneficially.

In case between Assistant Executive Engineer, Karnataka versus Shivalinga reported in 2002-I-LLJ-457. Their Lordship held in cases of serious dispute as to relationship of employer employee, the records of employer being relevant, would come in way of maintenance of employees record. The situation of such nature renders claim stale.

In case of Nedungadi Bank Ltd versus K.P.Madhavankutty reported in AIR-2000-I-LLJ-561. Their Lordship held dispute after lapse of 7 years such dispute was bad both on ground of delay and lack of industrial dispute existing or apprehended.

In present case, the order of reference is received as per letter dated 3-9-96. Conciliation proceeding must have preceded the order of reference. It cannot be said that dispute raised by workman is highly belated.

8. However on merit of matter, workman has failed to establish that he worked more than 240 days during 12 preceding months of his termination. The disengagement of workman cannot be said in violation of Section 25-F of ID Act. Therefore I record my finding in Point No. 1 in Affirmative.

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

- (1) The action of the management of Central Railway, Bridge and Flood, Bombay VT in terminating the services of Shri Suresh Singh S/o Shri Jeevan Singh, casual labour is legal and proper.
- (2) Workman is not entitled to any relief.

R. B. PATLE, Presiding Officer

नई दिल्ली, 21 अप्रैल, 2016

का.आ. 735.—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/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 25/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21.04.2016 को प्राप्त हुआ था।

[सं. एल-12011/71/2012-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 21st April, 2016

S.O. 735.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 25/2013) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 21.04.2016.

[No. L-12011/71/2012-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

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

No. CGIT/LC/R/25/2013

General Secretary,
Dainik Vetan Bhogi Bank Karmchari Sangathan,
F-1, Tripti Vihar,
Opp. Engineering College,
Ujjain

...Workman/Union

Versus

Branch Manager,
State Bank of India,
Navdapanth,
Distt. Indore (MP)

...Management

AWARD

Passed on this 1st day of March, 2016

1. As per letter dated 1-2-2013 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-12011/71/2012-IR(B-I). The dispute under reference relates to:

"1. Whether Shri Mahesh alias Mahendra Salvi is entitled for full wages as paid to permanent peon for the period from 12-4-95 to 31-1-2011? If so, what benefit workman is entitled to? 2. State Bank of India is a Banking Industry? 3. The nearest Tribunal is CGIT Jabalpur?"

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim through General Secretary, Daily wage Employees Union, Ujjain. Case of Ist party workman is that he was engaged as peon on 12-4-05 by Branch Manager Smt. Sangeeta Nalin in Navdapad branch of the Bank. He was working for 8 hours from opening till its closing. He was paid wages Rs.60/- in name of Mahesh alias Mahendra. Wages were increased to Rs.70,80,100,120, 130, 150. He worked more than 240 days during each of the year. After workman claimed bonus and scale wages, his services were terminated without notice. He was not paid retrenchment compensation. Workman challenged termination of his service in R/18/13. Ist party workman submits that he was eligible for scale wages from 2005 to 2011 as per 8th & 9th Bipartite Settlement. That violation of settlement is punishable under Section 29 of the ID Act. That SBI, Karur Vaishya Bank, Bank of Maharashtra have paid arrears of scale wages to daily wage employees. On such ground, Ist party workman is praying for payment of arrears as per pay scales under 8th & 9th Bipartite Settlement with interest.

3. 2nd party filed Written Statement on 6-5-14 opposing claim of workman. 2nd party submits that Ist party workman was never appointed in the Bank on permanent basis following recruitment process. That engagement of Ist party workman was purely temporary on administrative exigencies. He was not appointed against vacant post. That 5th & 8th Bipartite settlement entered between Indian Bank Association and Employees Union are applicable only to permanent employees of the subordinate and clerical cadre of the Bank. Bipartite settlement are entitled for period of 5 years. It is reiterated that bipartite settlement are applicable only to the regular employees. Workman is not entitled to its benefit. It is reiterated that 7 to 9 bipartite settlement entered with the Union are not applicable to temporary daily wage employees. Ratio held in various cases has been referred. Bank has formed scheme for regularization. It is not possible to others who were appointed subsequent to the cut off date. The part time employees are not entitled to regularization. Part time employees are not entitled to salary of regular employees. 2nd party prayed for rejection of claim.

4. 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 State Bank of India is a Banking Industry?	In Affirmative
(ii) Whether Shri Mahesh alias Mahendra Salvi is entitled for full wages as paid to permanent peon for the period from 12-4-95 to 31-1-2011?	In Negative
(iii) If not, what relief the workman is entitled to?"	Workman is not entitled to any relief.

REASONS

5. Point No.1- the terms of reference pertains to whether State Bank of India is covered as Industry? Workman has not adduced any evidence. The written statement filed by Ist party is not clear on the point. Infact Ist party has not pleaded or adduced evidence on the point that SBI is not covered under Section 2j of ID Act. The representative of Ist party workman submitted on 4-11-14 that he doesnot want to adduce evidence. Considering moral activities of Bank, it is surprise to say that it is covered under Section 2j of ID Act. For above reasons, I record my finding in Point No.1 in Affirmative.

6. Point No.2- Ist party is claiming difference of pay scales as per 8th & 9th bipartite settlement. Workman has not adduced evidence in support of his claim. Bunch of documents are produced by 2nd party. No valid evidence is adduced to prove the documents in bunch. Exhibit W-1 admitted by 2nd party is copy of order dated 25-9-06. The contentions of General Manager, State Bank of Indore challenging registration of the Union was rejected. Exhibit W-2 is copy of order passed in appeal. Both the appeal were dismissed. Ist party has not produced bipartite settlement which are applicable to daily wage badly casual employees. Management has also not adduced evidence in the reference therefore I record my finding in Point No.2 in Negative.

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

- (1) Ist party workman is not entitled for full wages as paid to permanent peon.
- (2) Workman is not entitled to any relief.

R. B. PATLE, Presiding Officer

नई दिल्ली, 22 अप्रैल, 2016

का.आ. 736.—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/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 25/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22.04.2016 को प्राप्त हुआ था।

[सं. एल-12012/333/99-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 22nd April, 2016

S.O. 736.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 25/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 22.04.2016.

[No. L-12012/333/99-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

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

No. CGIT/LC/R/25/2000

Shri Shyam Choudhary,
S/o Bhavani Shankar Choudhary,
R/o 135, Girdhar Nagar,
Behind Tilak Nagar,
Indore

...Workman

Versus

Chief General Manager,
State Bank of India,
Local Head Office,
Hoshangabad Road,
Bhopal.

Asstt. General Manager,
State Bank of India,
Region-3, Zonal Office,
Hamidia Road, Bhopal

...Management

AWARD

Passed on this 26th day of February, 2016

1. As per letter dated 11-1-2000 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-12012/333/99/IR(B-I). The dispute under reference relates to:

“Whether the action of the management of State Bank of India, Bhopal in abruptly terminating the contract of engagement of Shri Shyam Choudhary, Publicity cum Collection Representative, State Bank of India, PBD Road, Indore w.e.f. 17-7-98 after 19 years is just, legal and reasonable. If not, to what relief the worker is eligible to?”

2. After receiving reference, notices were issued to the parties. Workman submitted statement of claim at page 2/1 to 2/7. Case of Ist party workman is that on 26-3-79, he was appointed for collection of deposit from public. He was appointed for collection of deposit from public. He was collecting about Rs. 3 Lakh per month and depositing in the Bank. Workman was authorized to issue deposit receipts. He was doing work of deposit collector till 17-7-98 for about 19 years. He worked with devotion. From his continuous devotional work, his deposits in the scheme were considerably increased. The deposit scheme was closed as per letter dated 17-7-98. Workman had requested for continuing in the work, also issued letter on 28-7-98. Management did not respond to his request. Workman filed Writ Petition No. 1524/98 in High Court bench Indore. Considering ratio held by Division Bench of A.P.High Court. That deposit collector is workman. Remedy to the workman lies before this Tribunal that dispute was raised by workman.

3. Workman challenged termination of his services as an act of victimization. His termination is in violation of principles of natural justice. He was not allowed opportunity of hearing. The deposit scheme was closed in MG Road Branch, Indore unilaterally. As workman was depositing the amount, he is covered as workman. Employer employee relationship is between parties. The services are terminated after 19 years service at the age of 42 years. Workman is unable to get other employment. His services are terminated without notice, retrenchment compensation was not paid to him. Termination of his service is in violation of fundamental rights. His services were terminated without issuing chargesheet, without conducting enquiry. His termination of service is illegal change in service conditions. It also amounts to unfair labour practice. His services are terminated in violation of Section 25-F of ID Act. The termination of his service is arbitrary and illegal. On such ground, workman prays for his reinstatement with backwages.

4. 2nd party filed Written Statement at Page 167/1 to 16/11 opposing claim of workman. 2nd party submits that term of reference pertain to legality of termination of his service. Bank had introduced Janta Deposit Scheme in 1971 for small depositors. The minimum deposit under this scheme is Rs.2/- per day and maturity period is 61 months. On maturity, the depositors was paid with 7 % interest. The deposit collectors were paid 3.5 % commission. The deposit collectors were paid vehicle allowance etc. The total commission amount was 5 to 7 %. The analysis of data shows that average of deposits was less than 1 year. The Janta Deposit scheme was found not for 505 branches running the scheme, total operational cost per year is Rs.5 for a base of Rs.123 crore as on March 2001 i.e. over 4 % per annum. The scheme was discontinued from 1-7-2001 as per Circular dated 17-5-2001.

5. 2nd party further submits that workman was engaged as deposit collector on contract basis. Commission interest was paid. There was no employer employee relationship. Ist party is not covered as workman under Section 2(s) of ID Act. Workman was not continuously working. His discontinuation is covered under Section 2(oo)(bb) of ID Act as per the agreement. Engagement of workman was contractual. Workman was paid commission at monthly wages. Ist party workman was concerned with work of collection of deposit. The scheme was not vital and discontinued. The allegation are denied. As workman was engaged on contract basis as per the terms of agreement, his services are discontinued. It was not necessary to issue chargesheet or conduct enquiry. Violation of Section 25-F of ID Act is denied. 2nd party prays for rejection of claim of workman

6. 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 State Bank of India, Bhopal in abruptly terminating the contract of engagement of Shri Shyam Choudhary, Publicity cum Collection Representative, State Bank of India, PBD Road, Indore w.e.f. 17-7-98 after 19 years is just, legal and reasonable?	In Affirmative
(ii) If not, what relief the workman is entitled to?"	Workman is not entitled to any relief.

REASONS

7. The terms of reference pertains to legality of termination of services of workman. Workman has pleaded that he was continuously working for 19 years as deposit collector. Scheme was suddenly closed. His services are terminated without notice, no retrenchment compensation was paid to him. Though workman filed affidavit in support of his claim on 23-11-01, said affidavit appears to be submitted along with statement of claim. Workman has not adduced evidence in support of his claim. The evidence of workman is closed on 7-10-2014. The documents produced by management Exhibit M-1, M-2 are proved from evidence of management's witness. Those documents relates to the deposit scheme and agreement for engagement of deposit collectors. The management's witness Shri Sanjiv Nema filed affidavit supporting contentions of management. The workman failed to cross examine management's witness. As such workman has failed to adduce evidence in support of his claim, he has failed to cross-examine management's witness. 2nd party has produced copy of judgment in A.P.Bank Deposit Collectors versus State Bank of India and another. In said judgment, their Lordship did not accept contentions of employees of Janta Depositi Scheme are workmen and they are entitled to retrenchment compensation under Section 25F of ID Act. Their Lordship observed in our opinion, the above contentions has no substance as already noted the scheme itself has been abandoned by way of policy decision and therefore we donot see any infraction of Section 25-F of ID Act. For above reasons, I record my finding in Point No. in Affirmative.

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

- (1) The action of the management of State Bank of India, Bhopal in terminating the contract of engagement of Shri Shyam Choudhary, Publicity cum Collection Representative, State Bank of India, PBD Road, Indore w.e.f. 17-7-98 after 19 years is legal and proper.
- (2) Workman is not entitled to any relief.

R. B. PATLE, Presiding Officer

नई दिल्ली, 22 अप्रैल, 2016

का.आ. 737.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मध्य रेलवे के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 50/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22.04.2016 को प्राप्त हुआ था।

[सं. एल-41012/240/2000-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 22nd April, 2016

S.O. 737.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 50/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of Central Railway and their workmen, received by the Central Government on 22.04.2016.

[No. L-41012/240/2000-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

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

NO. CGIT/LC/R/50/2001

Shri Siyasharan Chauhan,
C/o Shri Ramvilas Chauhan,
Railway Khalsi, T.No. 719,
Diesel Shed, New Katni Junction,
Katni

...Workman

Versus

Divisional Railway Manager,
Central Railway,
Jabalpur

...Management

AWARD

Passed on this 22nd day of February 2016

1. As per letter dated 15-2-2001 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-41012/240/2000-IR(B-I). The dispute under reference relates to:

“Whether the action of the management of Central Railway, Jabalpur in terminating the services of Shri Siyasharan Chauhan, Ex-Gangman AEN(West) Katni w.e.f. 10-7-89 is legal and justified? If not, to what relief the workman is entitled?”

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Page 2/1 to 2/4. Case of Ist party is that he was working as monthly rated Gangman in pay scale Rs. 750-940 under PWI East, Central Railway Damoh. His Controlling Authority was Asstt. Engineer West Central Railway, Katni. He was continuously working from 28-5-84 to 13-7-89. As per provisions in Railway Establishment Manual, he acquired temporary status accorded to similar employees. That his services could not be terminated without applying Disciplinary Rules 1968 governing Railway Servant and other Railway Boards.

3. Ist party workman further submits that he was suffering from mental illness. He alongwith his wife had proceeded on 14-7-89 giving oral information to the dealing staff of PWI Damoh. From 2-8-89, he was receiving

treatment at Ranchi in Bihar for long time. Letter dated 15-12-88 alongwith medical certificate was sent to Asstt. Engineer, West Central Railway, Katni requesting him to allow on duty. As per letter dated 12-5-99, 9-6-99, he had requested management for appropriate action on his request when any fruitful result was not received. His applications were not considered by management, he was not allowed to resume duty. Said act of management amounts to retrenchment, punishment of termination without sufficient cause. Workman further submits that he raised dispute before ALC, Jabalpur, the dispute has been referred. Workman submits that his termination from 10-7-89 by Branch Manager is illegal. On such grounds, workman prays for his reinstatement with backwages.

4. 2nd party filed Written Statement at Page 15/1 to 15/4 opposing claim of Ist party workman. 2nd party admits that Ist party workman was working under Central Railway. It is denied by 2nd party that Ist party was working as Gangman in Pay Scale 740-940. According to 2nd party, workman was temporarily working as gangman on monthly rated scale Rs. 200-250 under PWI Central Railway, Damoh. His Controlling Authority was Asstt. Engineer, West Central Railway, Katni. As per record workman was working from 23-10-84 to 8-7-89. Workman and other gangman were engaged temporarily after the permission for engaging temporary labours was received from Additional Labour Registrar. The permission used to be granted till 18th, 19th day of the month. When permission was not received, their engagement used to be stopped. Workman has not acquired temporary status. Workman was not permitted. He himself not attended duty due to sickness. Workman had not informed about his absence or sickness to the department but he remained absent without information for long period but he was not retrenched. Workman remained absent from 10-7-89 to 3-8-89, 4-8-89 to 3-9-89, 4-9-89 to 3-10-89- total period of 86 days. Less grant was received for engaging temporary gangman therefore name of workman was struck off from E.L.R. by amendment, 2nd party has pleaded that workman remained absent without intimation. He was bound to submit fitness certificate issued by Railway Doctor. Workman was unauthorisely absent for more than 9 years. He is not entitled to any relief.

5. 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 Central Railway, Jabalpur in terminating the services of Shri Siyasharan Chauhan, Ex-Gangman AEN(West) Katni w.e.f. 10-7-89 is legal and justified?	Workman was not terminated by 2 nd party, he himself remained unauthorisely absent.
(ii) If not, what relief the workman is entitled to?"	Workman is not entitled to any relief.

REASONS

6. Ist party workman is challenging termination of his service from 10-7-89. Management had opposed relief claimed by workman. Workman filed affidavit of his evidence supporting his contentions in statement of claim that he was working as Gangman on monthly rate in pay scale Rs. 750-940 under PWI East, Central Railway Damoh. He was continuously working from 28-5-84 to 13-7-89. He acquired temporary status. Because of sickness of his wife, applicant proceeded on leave on 14-8-89 giving oral information to dealing staff at PWI, Damoh. He received treatment at Bihar in Ranchi from 2-8-89 till long period. He submitted letters dated 15-12-98, 11-5-99 and 9-6-99. His applications were considered. His request for resuming duty were not considered. His request for resuming duty were not considered amounts to wrongful retrenchment in his cross-examination, workman says he was engaged on daily wages. He worked for 120 days at Gotegaon. He was unable to tell the period of his working but reiterates that he was continuously working he was unable to tell whether documents were produced by him about his working. He admits that he was absent for the period 10-7-89 to 3-8-89, 4-8-89 to 3-8-89, 4-9-89 to 3-10-89. He was suffering from illness, he could not attend work. He was unable to tell when he was cured of his illness. He was suffering from mental health. Ist party workman had not produced any documents about his working. He admits that dispute is raised after 12 months. He was earning Rs.50-60 per day by working somewhere. Evidence of Ist party is not corroborated by any documents.

7. Management filed affidavit of evidence of Witness Shri Munir Khan supporting contentions in Written Statement. The management's witness was not cross-examined on behalf of Ist party workman. His evidence remained unchallenged. Ist party workman has not examined any co-employee. His evidence is not supported by documents that he worked more than 120 days and acquired temporary status rather pleadings and evidence are clear that he remained absent from 10-5-89. Ist approach letter was sent to the management in May 1998 followed by other letters. Thus the workman was silent for long period. The dispute is raised after 12 years. Such dispute is not tenable for the ground of laches. For above reasons, I record my finding that management has not terminated services of workman, he himself remained absent from duty.

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

- (1) The action of the management of Central Railway, Jabalpur in terminating the services of Shri Siyasharan Chauhan, Ex-Gangman AEN(West) Katni w.e.f. 10-7-89 is proper and legal.
- (2) Workman is not entitled to any relief.

R. B. PATLE, Presiding Officer

नई दिल्ली, 22 अप्रैल, 2016

का.आ. 738.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस ई रेलवे 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. 75/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22.04.2016 को प्राप्त हुआ था।

[सं. एल-41012/93/97-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 22nd April, 2016

S.O. 738.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 75/98) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of S.E. Railway and their workmen, received by the Central Government on 22.04.2016.

[No. L-41012/93/97-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR NO. CGIT/LC/R/75/98

Shri Bhagwat Prasad,
S/o Shri Sukul, Ex-Gate Keeper,
C/o Shri Chhat Ram,
Gang No.49, Vill Jarve,
PO Pandri, Tehsil Janjgir,
Distt. Bilaspur (MP)

...Workman

Versus

Asstt. Engineer,
SE.Railway,
Champa,
Distt. Bilaspur (MP)

...Management

AWARD

Passed on this 4th day of March 2016

1. As per letter dated 29-4-98 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-41012/93/97-IR(B-I). The dispute under reference relates to:

“Whether the action of the management of SE Railway Bilaspur Division in removing Shri Bhagwat Prasad S/o Sukul Gate Keeper from service is justified? If not, to what relief the workman is entitled to?”

2. After receiving reference, notices were issued to the parties. Ist party workman filed statement of claim at Page 7/1 to 7/6. Case of Ist party workman is that he was posted at Railway barrier at Village Khosla as gate keeper. He was honestly performing his duties. On 12-12-95, while he was on duty, around 5-6 AM, Kurla Chhapra Express was proceeding towards Bilaspur. He had closed the Railway Barrier hanging red lamp to alert commuters. One Kanhaiyalal, Kurmi Driven Truck No. BST 1265 rashly giving dash to the Railway Barrier. 2 persons riding in said trucks died on the spot. Engine of Kurla Express also suffered damage. The heirs Gangabai and other heirs of the deceased filed motor accident claim No. 6-7/2002. Ist party workman was impleaded as Respondent No.4. workman had filed reply in said proceeding. The accident claim Tribunal held that accident occurred due to negligence of Driver of the Truck. Workman was not negligent.

3. On advice of some officers, chargesheet was issued to workman. Workman denied charges against him. Enquiry was not properly conducted. Workman was removed from service. Order of his removal is illegal. On such ground, workman prays for his reinstatement with backwages.
4. 2nd party filed Written Statement at Page 9/1 to 9/2 opposing claim of the workman. Shri Bhagwat Prasad was posted as Gate Keeper at Railway Gate No. 672/12-14. Because of his negligence, Truck No. BST 1265 given dash to Hawra Kurla Express on 12-12-95. Workman has not closed the Railway gate before arrival of Kurla Express. Engine of the train also suffered damage. 2 labours in truck died. 3 labours suffered injuries. The LR of deceased labours had filed Motor Accident claim No. 6,7 /82 against Railway. The chargesheet was issued to workman after conducting enquiry workman was removed from service on 20-12-96. In Motor accident claim, court held that workman contributed 70 % negligence for accident. The truck driver contributed 30 % negligence for accident. The workman was removed from service after his negligence was proved in the enquiry.
5. 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 SE Railway Bilaspur Division in removing Shri Bhagwat Prasad S/o Sukul Gate Keeper from service is justified?	In Negative
(ii) If not, what relief the workman is entitled to?"	As per final order.

REASONS

6. Point No.1 As per order dated 1-9-2015, enquiry conducted against workman was found illegal. In Written Statement filed by 2nd party, no permission was requested to prove misconduct. The workman died during pendency and his LR is brought on record. In view of death of deceased workman, 2nd party did not seek permission to prove misconduct against workman. In view of the fact that enquiry conducted against workman is found illegal and no evidence is adduced to prove misconduct alleged against workman, the punishment of removal cannot be sustained. Though the 2nd party management has contented that the liability of deceased workman was held 70% by Motor Accident Claim, copy of said judgment is not produced on record, therefore the charges alleged against workman are not proved from valid evidence in the matter. As charges against workman are not proved, the punishment of removal of workman from service cannot be sustained. For above reasons, I record my finding in Point No.1 in Negative.
7. Point No.2- the charges alleged against workman are not proved. The punishment of removal from service deserves to be quashed and set-aside. In affidavit of evidence of workman, his age is shown 37 years in the year 2005. During pendency of reference, 1st party workman died. His LR could not be impleaded for want of their address. Considering above facts, the order of removal of deceased workman deserves to be quashed and set-aside. The deceased workman would be entitled to wages/ salary from order of his removal from service till his death and other benefits as per service rules. Accordingly I record my finding in Point No.2.
8. In the result, award is passed as under:-
- (1) The action of the management of SE Railway Bilaspur Division in removing Shri Bhagwat Prasad S/o Sukul Gate Keeper from service is not proper and legal.
 - (2) The order of removal of deceased workman is set-aside. 2nd party shall pay salary of deceased workman from date of order of removal from service till his death to the legal heirs of the deceased workman.

R. B. PATLE, Presiding Officer

नई दिल्ली, 22 अप्रैल, 2016

का.आ. 739.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ इंदौर 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. 21/02) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22.04.2016 को प्राप्त हुआ था।

[सं. एल-12012/264/2001-आईआर (बी-1)]

रणवीर सिंह, अनुभाग अधिकारी

New Delhi, the 22nd April, 2016

S.O. 739.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 21/02) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of State Bank of Indore and their workmen, received by the Central Government on 22.04.2016.

[No. L-12012/264/2001-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR NO. CGIT/LC/R/21/02

General Secretary,
Dainik Vetan Bhogi Bank Karmchari
Sangathan,
Indore

...Workman/Union

Versus

Dy.General Manager (Operations),
State Bank of Indore,
Head Office, Indore

...Management

AWARD

Passed on this 15th day of March 2016

1. As per letter dated 11-1-02 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-12012/264/2001-IR(B-I). The dispute under reference relates to:

“Whether the action of the management of State Bank of Indore, Chhindwara Branch in not giving permanent appointment to Shri Sanjay Washington in the Bank service is justified? If not, what relief he is entitled to?”

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Page 4/1 to 4/3. Case of workman is that he was appointed in subordinate cadre on temporary basis as peon in 1993. Since his appointment, he was continuously working till 20-3-99. His services were terminated by 2nd party without any reasons. After termination of his service, workman claims he is not in gainful employment. After his termination, 2nd party engaged Shri Rajesh Shukla and Shri Rajesh Suryavanshi. They are still continuing in service of the Bank. Ist party workman was subjected to discrimination. Termination of his service is illegal. He was not regularized alongwith other similarly placed persons. That continuing Ist party workman temporarily for 6 years is unfair labour practice. His services are terminated in violation of Section 25-F,H of ID Act. On such grounds, he claims reinstatement with backwages.

3. 2nd party filed Written Statement at Page 9/1 to 9/7 opposing claim of workman. 2nd party submits that the service conditions of award staff are covered by Sastri Award, Desai Award. Sub staff of Bank are entitled to various categories of the daily wagers are also employed whenever there is temporary work load. Their engagement is as per requirement. The daily wagers are engaged on names sponsored through Employment Exchange for empanelment. Workman was not sponsored through Employment Exchange. He is not eligible to be engaged as daily wager in the Bank. Workman was never appointed by the Bank. Appointment letter was not issued to him. The dispute raised by workman is not tenable. 2nd party has referred to ratio held in various cases contending that mere engagement of workman on daily wages as per exigencies doesnot give him any right for regularization.

4. The State Bank of Indore is merged in State Bank of India. The application for substituting accordingly was filed.

5. 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 State Bank of Indore, Chhindwara Branch in not giving permanent appointment to Shri Sanjay Washington in the Bank service is justified?	In Affirmative
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(ii) If not, what relief the workman is entitled to?"	Workman is not entitled to any relief.
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REASONS

6. The term of reference pertains to denial of permanent employment to the workman whereas the statement of claim filed by workman pertains to termination of his service in violation of Section 25-F. the termination of service of workman is not covered in terms of reference. The pleadings in statement of claim and evidence adduced by workman are beyond the terms of reference cannot be considered. In his affidavit, workman has stated that he was working as temporary peon from 1993 to 20-3-99. He was terminated without notice. Retrenchment compensation was not paid to him. He is unemployed after termination of his service. In his cross-examination, workman says he was not given appointment letter, any examination was not taken before his engagement. His name was registered in Employment Exchange but his name was not sponsored through Employment Exchange. He denied that he was engaged by Bank as per need. Workman says he was working in Madhur Courier for last 5-6 years and prior to that working in Flying Courier for 5-6 years. He was paid weekly wages.

7. Management filed affidavit of witness Shri H.M.Pateria supporting contentions in statement of claim about the appointment of sub staff following recruitment rules. Workman was not appointed following the recruitment rules. His name was not sponsored through Employment Exchange. Workman was engaged for 2-3 years agreed wages were paid to him. The engagement of workman by branch for 2-3 hours cannot constitute appointment. In his cross-examination, management's witness says workman was not given appointment letter. The affidavit is based on documents that workman was working for 2-3 hours. He was not posted during the relevant period. As per office file, workman was working 2-3 hours. Workman did not worked continuously since 1993 to 1999. Workman was engaged for 2-3 hours for giving drinking water etc. workman was paid wages. Management's witness denies that workman was doing work of peon. As term of reference is not including legality of termination of workman, the term of reference pertaining to denial of permanent employment to him, the evidence adduced by both parties is devoid for deciding the dispute under reference. For the same reasons ratio held in 2012-132-FLR-500, 2008-1-SCC-575 & judgment in Civil Appeal No. 10856 of 2014 relied by counsel for the workman Shri Anil Tiwari cannot be applied to case at hand.

8. It is surprise to say that the pleadings of the parties and evidence pertaining to the termination of workman is beyond the terms of reference cannot be considered. For above reasons, I record my finding in Point No.1 in Affirmative.

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

- (1) The action of the management of State Bank of Indore, Chhindwara Branch in not giving permanent appointment to Shri Sanjay Washington is proper and legal.
- (2) Workman is not entitled to any relief.

R. B. PATLE, Presiding Officer

नई दिल्ली, 22 अप्रैल, 2016

का.आ. 740.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मध्य रेलवे के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 88/02) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22.04.2016 को प्राप्त हुआ था।

[सं. एल-41012/17/2002-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 22nd April, 2016

S.O. 740.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 88/02) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of Central Railway and their workmen, received by the Central Government on 22.04.2016.

[No. L-41012/17/2002-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR
NO. CGIT/LC/R/88/02**

Smt.Ladli Bai, Smt.Bela Bai & Bela Singh,
LRs of deceased Shri Chainsingh ,
Vill-Imlia, Post Khamaria,
Distt. Katni

...Workman

Versus

Divisional Railway Manager,
Central Railway,
Jabalpur

...Management

A W A R D

Passed on this 16th day of March 2016

1. As per letter dated 31-5-02 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-41012/17/2002-IR(B-I). The dispute under reference relates to:

“Whether the action of the management of Divisional Railway Manager, Central Railway, Jabalpur, (MP) in terminating the services of Shri Chainsingh S/o Shri Madhav Singh- Ex.Gangman working under PWI, Katni vide order No. E-22/KMD/257 dated 23-2-2000 is legal and justified? If not, to what relief the workman is entitled for?”

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Page 2/1 to 2/3. Case of workman is that he was appointed in Railway service on 30-1-73. His service record was good. Due to his own illness and illness of his parent, workman was unable to attend duty during the period 4-7-97 to 6-4-99. After workman was declared fit on 23-9-99, he joined duty. Charge sheet was issued to workman on 6-4-99. After enquiry, punishment of removal was imposed against him as per order dated 23-2-00. Workman preferred appeal. His appeal was rejected as per order dated 23-4-01. Workman raised present dispute.

3. Ist party workman submits that he is a poor employee belonging to weaker section of the society. He was illiterate Class IV employee. He was absent for the reasons beyond his control on the ground of sickness. He prays for sympathy. That punishment of removal is disproportionate and deserves to be quashed and set aside.

4. 2nd party filed Written Statement at Page 6/ to 6/3 opposing claim of workman and 2nd party submits that workman tried to mislead submitting the fitness certificate of Railway Doctor. That workman was absent for more than 21 months cannot be condoned. Long gap of absence cannot be filled up. Removal of workman is proper. Workman doesnot deserve concessional treatment, no interference in order of removal is pleaded.

5. Though Ist party workman field rejoinder at Page 7/1 to 7/2, the same is not signed by anybody. That in his rejoinder, workman has reiterated his contentions in statement of claim.

6. Workman has not pleaded enquiry is vitiated on any of the ground neither any reference is found in affidavit of evidence. For absence of pleading, legality of enquiry is separately decided. Finally matter is decided on merit.

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 Divisional Railway Manager, Central Railway, Jabalpur, (MP) in terminating the services of Shri Chainsingh S/o Shri Madhav Singh, Ex-Gangman working under PWI, Katni vide order No. E-22/KMD/257 dated 23-2-2000 is legal and justified?	In Negative
(ii) If not, what relief the workman is entitled to?”	As per final order.

REASONS

8. Point No.1 Workman has not challenged legality of enquiry conducted against him in statement of claim. Workman has rather challenged the punishment of removal from service contending that he was absent from duty for the period 4-7-97 to 6-4-99 as he himself and his parents were suffering from illness. The Written Statement filed by 2nd party is vague.

9. Workman filed affidavit of his evidence. During pendency of proceeding, he died. Workman could not be cross-examined. In para-6 of his affidavit of evidence, workman has pleaded that ex parte enquiry was conducted against him, he was not given proper opportunity for his defence. After death of workman, his widow Ladli Bai filed affidavit of evidence. She was not been cross examined.

10. Management's witness Shri B.P.Pandey filed affidavit of his evidence. Documents of enquiry are produced. Charge sheet was issued to workman regarding unauthorized absence for the period 4-7-97 to 6-4-99. At Page 9 of the Enquiry Proceeding in reply to Q.8, workman had stated that he received information from his relative that his father was seriously ill. He called. He had told about it to Shri Shatrohan Singh on 4-7-97 and went to his village. His father died after six months. His wife and he himself were also suffering from illness. Consequently delay was caused in joining duty. Workman admitted his absence from duty. The charge of unauthorized absence has been established. Workman has challenged punishment of removal as disproportionate. Workman in his affidavit of evidence has stated that he joined duty on 30-1-73. Workman was dismissed from service as per order dated 23-2-02, he was absent from duty from 4-7-97 to 6-4-99. While imposing punishment of removal, the length of service rendered by workman was not considered. In my considered view, punishment of removal imposed against workman is disproportionate to the proved misconduct of unauthorized absence. The order of removal from service therefore deserves to be modified. For above reasons, I record my finding in Point No.1 in Negative.

11. Point No.2- As punishment of removal was imposed for proved misconduct of unauthorized absence for the period from 4-7-97 to 6-4-99, the order of removal deserves to be modified to the punishment of compulsory retirement. Accordingly I record my finding in Point No.2.

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

- (1) The action of the management is not proper and legal.
- (2) The order of punishment of removal from service is modified to compulsory retirement.
- (3) 2nd party is directed to allow retiral benefits as per rules to the LRs of the deceased workman within 30 days from the date of notification of award. In case of default, amount shall carry 9 % interest per annum from the date of award till its realization.

R. B. PATLE, Presiding Officer

नई दिल्ली, 22 अप्रैल, 2016

का.आ. 741.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सिटिजन कोप बैंक लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, दिल्ली के पंचाट (संदर्भ सं. 31/09) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22.04.2016 को प्राप्त हुआ था।

[सं. एल-12012/74/2008-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 22nd April, 2016

S.O. 741.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 31/09) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Delhi as shown in the Annexure in the Industrial Dispute between the management of Citizen Coop. Bank Ltd. and their workmen, received by the Central Government on 22.04.2016.

[No. L-12012/74/2008-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT - II, DELHI****Present:-** Shri Harbansh Kumar Saxena**ID.No. 31/09**

Sri. K.C.Gupta,
H.No. 850, Prem Gali, Gandhi Nagar,
Delhi-31

... Workman

Versus

The Chief Executive Officer, Citizen Coop. Bank Ltd.,
8703/XV, Desh Bandhu Gupta Road,
Paharganj,
New Delhi-110055

... Management

AWARD

The Central Government in the Ministry of Labour Vide No. L-12012/74/2008-IR(B-1)) dated 22.04.2009 referred the following Industrial Dispute to this Tribunal for adjudication :-

“Whether denial to pay the retirement dues of Sri. K.C. Gupta by the Citizen Coop. Bank Ltd. is legal and justified? If not, to what relief the person concerned is entitled?”

On 28.04.2009 reference was received in this Tribunal. Which was register as I.D No. 31/2009 and claimant was called upon to file claim statement with in fifteen days from date of service of notice. Which was required to be accompanied with relevant documents and list of witnesses.

After service of notice workman filed claim statement on 29.07.2009. Where-in he prayed as follows:-

Hon’ble Court may be pleased to direct the management to pay the workman a sum of Rs. 34,992/- along with 18% interest per annum along with such other directions including litigation costs that this Hon’ble Court deems fit and appropriate.

Against claim statement management filed written statement on 23.04.2010. Through which he prayed as follows:-

Hon’ble Court may be pleased to direct the management to pay the workman a sum of Rs. 34,992/- along with 18% interest per annum alongwith such other directions including litigation costs that this Hon’ble Court deems fit and appropriate.

Against claim statement management filed written statement on 16.03.2010. Through which management prayed as follows:-

It is, therefore, most respectfully prayed before this Hon’ble Tribunal that the present claim petition is based on false frivolous and misconceived grounds. Therefore, it may kindly be pleased to dismiss the instant petition with heavy cost as it is nothing but gross misuse of legal process.

Against which workmen filed rejoinder on 01.06.2010. Through which he reaffirmed the contents of claim statement.

My Ld. Predecessor not framed any issue.

Workman in support of his case filed his affidavit on 25.04.2011.

Workman 22.07.2012 tendered his affidavit and was cross-examined on same day.

His statement of examination-in-chief and cross-examination is as follows:-

I tender in evidence my affidavit by way of examination-in-chief. The same is signed by me and is correct. It is Ex. WW1/A. It be read as part of my statement.

XXX:- By Sh. Rameshwar Singh, A/R for the management.

It is correct that I submitted my resignation which was accepted by the management bank and thereafter I was relieved.

Q.I put it to you that the retirement age of the employees by the management bank is 60 years?

A. There is no retirement age in the management bank and people even who passed the age of 60 years are working in the management bank.

It is correct that I was working on the post of superior when I submitted my resignation in the bank. It is correct that now I got my gratuity which was due to me. It is correct that I have submitted my resignation voluntarily.

Q. I put it to you that only those employees who retire on superannuation are entitled to receive leave encashment benefit and those who submit their resignation prior to the date of superannuation are not entitled for the same.

A. It is incorrect. I am aware that earned leave to the credit of an employee could be encashed only on his retirement/superannuation. The copy of the rules Ex. WW1/M1 shown to me today from the side of the management was not in my knowledge earlier.

It is correct that after few months of my leaving the management bank. I joined the services of another bank. I gave a legal notice to the bank in the year 2007. It is wrong to suggest that I have no case against the management bank.

Management in support of its case filed affidavit of Sh. P.C. Joshi on 18.07.2012.

MW1 tendered his affidavit on 8.04.2013. His statement of tendering of affidavit is as follows:-

I tender my affidavit as evidence MW1/A. Along with this affidavit, I rely on staff service rules, copy of which is Ex. MW1/1. I also rely on letter dated 26.09.1998 on the strength of which the claimant agreed to abide by the staff service rules. Which letter is Ex. MW1/2. These documents may be read along with my affidavit.

His cross-examination has been deferred to 20.05.2013.

On 31.07.2013 cross-examination of Sh. P.C. Joshi has been recorded in part.

His statement of part cross-examination is as follow:-

Bank gives facility of earn leave to its employees. In workman credit was 156 earn leaves. All benefits were given to worker when he left job. Benefits were given in 2007. Gratuity was given in 2007.

Cross-examination is deferred to 30.08.2013.

Although several opportunity given to workman to cross-examine the management witness but none turn up to cross-examine him.

On 17.11.2015 I closed the right of cross-examination of workman.

On 14.12.2015 I have heard the arguments.

In the light of contentions and counter contentions I perused the pleadings of the parties and record which makes it crystal clear that workman in his evidence examined himself. He was cross-examined at length. During his cross-examination he tried to conceal certain facts and tried to befool this Tribunal.

Management in its evidence examined Sh. P.C. Joshi as MW1 who tendered his affidavit on 8.4.2013 but his cross-examination deferred. He was partly cross-examined on 31.07.2013.

His further cross-examination deferred to 30.08.2013. Since then several opportunities given to workman to further cross-examine MW1 Sh. P.C. Joshi. But neither workman nor his Ld. A/R turn up to cross-examine MW1. Hence this Tribunal on 17.11.2015 closed the right of cross-examination of workman. On 14.12.2015 I heard the arguments of Ld. A/R for the management as none turn up on behalf of workman to argue the case. While reserving the award liberty given to workman to argue before passing the award. In spite of that opportunity neither workman nor his Ld. A/R appeared to argue before the passing of the award. As evidence of MW1 is unimpeachable and un rebutted. So it come in the category of reliable and credible evidence. While evidence of workman is shaky. So it come in the category of unreliable evidence.

In these circumstances reference is liable to be decided against workman and in favour of management. Claim statement is liable to be dismissed. Hence dismissed.

Award is accordingly passed.

Dated:-09/3/2016

HARBANSH KUMAR SAXENA, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2016

का.आ. 742.—जबकि मैसर्स यू.पी. ट्वीगा फाइबरग्लास लिमिटेड (मेरठ क्षेत्र में कोड संख्या यूपी/7708 के अंतर्गत) (एतदुपरांत प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरांत अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्रीय सरकार के विचार में, अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कर्मचारियों के लिए कम उपयुक्त नहीं हैं और कर्मचारी उक्त अधिनियम अथवा कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरांत योजना के रूप में संदर्भित) के अंतर्गत सदृश स्वरूप के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में दी जाने वाली अन्य भविष्य निधि प्रसुविधाओं का भी लाभ उठा रहे हैं।

3. अतः, अब, केन्द्र सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना के साथ सन्तुल्य शर्तों के अध्याधीन उक्त प्रतिष्ठान को अगली अधिसूचना तक 01.04.1983 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/2/2015-एसएस-II]

सुभाष कुमार, अवर सचिव

New Delhi, the 25th April, 2016

S.O. 742.— Whereas M/s U.P. Twiga Fiberglass Ltd. [under Code No. UP/7708 in Meerut region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions annexed with this notification, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01.04.1983 until further notification.

[No.S-35015/2/2015-SS-II]

SUBHASH KUMAR, Under Secy.

नई दिल्ली, 25 अप्रैल, 2016

का.आ. 743.—जबकि मैसर्स मित्रा एस. के. प्रा. लिमिटेड (पार्क स्ट्रीट उपक्षेत्र में कोड संख्या डब्ल्यूबी/15279 के अंतर्गत) (एतदुपरांत प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरांत अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्रीय सरकार के विचार में, अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कर्मचारियों के लिए कम उपयुक्त नहीं हैं और कर्मचारी उक्त अधिनियम अथवा कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरांत योजना के रूप में संदर्भित) के अंतर्गत सदृश स्वरूप के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में दी जाने वाली अन्य भविष्य निधि प्रसुविधाओं का भी लाभ उठा रहे हैं।

3. अतः, अब, केन्द्र सरकार, उक्त अधिनियम की धारा 17 की उप धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना के साथ सन्लग्न शर्तों के अध्याधीन उक्त प्रतिष्ठान को अगली अधिसूचना तक 01.05.1993 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/37/2015-एसएस-II]

सुभाष कुमार, अवर सचिव

अनुबंध

कर्मचारी भविष्य निधि योजना, 1952 के उपबंधों से छूट प्रदान करने संबंधी शर्तें

1. नियोक्ता समय-समय पर केन्द्रीय सरकार अथवा केन्द्रीय भविष्य निधि आयुक्त, जैसी भी स्थिति हो, द्वारा दिए जाने वाले ऐसे निदेशों के अनुसार भविष्य निधि के प्रबंधन हेतु अपनी अध्यक्षता में एक न्यासी बोर्ड गठित करेगा। भविष्य निधि न्यासी बोर्ड में विहित होगी जो अन्य बातों के साथ-साथ कर्मचारी भविष्य निधि संगठन के प्रति भविष्य निधि में प्राप्तियों और उसमें से भुगतान के उचित लेखों और उनकी अभिरक्षा में शेष राशि के लिए उत्तरदायी होगा। इस प्रयोजनार्थ, "नियोक्ता" से:-

- (i) किसी प्रतिष्ठान, जो एक कारखाना हो, उसके संबंध में, कारखाने का स्वामी अथवा अधिष्ठाता अभिप्रेत होगा; और
- (ii) किसी अन्य प्रतिष्ठान के संबंध में, वह व्यक्ति, अथवा प्राधिकारी अभिप्रेत होगा, जिसका उस प्रतिष्ठान के कामकाज पर अंतिम नियंत्रण हो।

2. न्यासी बोर्ड हरेक तिमाही में कम से कम एक बार बैठक करेगा और वह केन्द्र सरकार/केन्द्रीय भविष्य निधि आयुक्त (सीपीएफसी) अथवा उसके द्वारा प्राधिकृत किसी अधिकारी द्वारा समय-समय पर जारी किए जाने वाले दिशानिर्देशों के अनुसार कार्य करेगा।

3. अधिनियम की धारा 2(च) में यथा परिभाषित सभी कर्मचारी, जो भविष्य निधि के सदस्य बनने के पात्र रहें हैं, यदि प्रतिष्ठान को छूट प्रदान नहीं की होती, उन्हें सदस्यों के रूप में नामांकित किया जाएगा।

4. जहां कोई कर्मचारी जो पहले ही किसी अन्य छूट-प्राप्त प्रतिष्ठान के किसी कर्मचारी भविष्य निधि अथवा भविष्य निधि का सदस्य हो, उसे उसके प्रतिष्ठान में नियोजित किया जाता है, तो नियोक्ता उसे तत्काल निधि के सदस्य के रूप में नामांकित करेगा। नियोक्ता ऐसे कर्मचारी के भविष्य निधि खाते में उसके पहले नियोक्ता से संचय राशियां अंतरित और जमा करवाने की भी व्यवस्था करेगा।

5. नियोक्ता भविष्य निधि को उसके द्वारा और कर्मचारी के द्वारा समय-समय पर अधिनियम के अंतर्गत निर्धारित दर से देय अंशदान को, जिस माह के लिए अंशदान देय हों उसके बाद के माह की 15 तारीख तक न्यासी बोर्ड को अंतरित करेगा। नियोक्ता न्यासी बोर्ड को किन्हीं देयों के भुगतान में किसी विलम्ब के लिए अधिनियम की धारा 7 थ के उपबंधों के अनुसार साधारण व्याज अदा करने का दायी होगा।

6. नियोक्ता भविष्य निधि के प्रशासन के सभी व्यय वहन करेगा और चोरी, डकैती, गबन, दुर्विनियोग अथवा किसी अन्य कारण से भविष्य निधि को हो सकने वाले किसी घाटे की भी भरपाई करेगा।

7. न्यासी बोर्ड द्वारा घोषित व्याज में किसी कमी को भी नियोक्ता द्वारा पूरा किया जाना होगा और उसे सांविधिक सीमा तक लाना होगा।

8. नियोक्ता जब कभी नियम संशोधित किए जाएं, समुचित प्राधिकारी द्वारा यथा अनुमोदित, निधि के नियमों की एक प्रति अधिसंख्यक कर्मचारियों की भाषा में उनके अनुवाद सहित प्रतिष्ठान के सूचना पट पर प्रदर्शित करेगा।

9. प्रतिष्ठान के भविष्य निधि नियमों के अंतर्गत निर्धारित देय अंशदान की दर, अग्रिम की शर्तें और मात्रा तथा अन्य मामले और सदस्य के मासिक चालू शेष पर संगणित और न्यासी बोर्ड द्वारा घोषित, प्रत्येक सदस्य के खाते में जमा किया गया व्याज, अधिनियम और उसके अंतर्गत निर्मित योजना में निर्धारित विभिन्न उपबंधों के अंतर्गत केन्द्र सरकार द्वारा घोषित दर से कम नहीं होगा।

10. योजना में कोई संशोधन, जो प्रतिष्ठान के विद्यमान नियमों की तुलना में कर्मचारियों के लिए अधिक लाभदायक हो, उसे न्यास के नियमों में औपचारिक संशोधन के लंबित रहते उन पर स्वतः लागू किया जाएगा।
11. नियोक्ता द्वारा नियमों में कोई भी संशोधन क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के बिना नहीं किया जाएगा। क्षेत्रीय भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना रुख स्पष्ट करने का वाजिब अवसर देगा।
12. निकासी, अग्रिम और अंतरण के सभी दावे कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित अधिकतम समय सीमा के भीतर, शीघ्रता से निपटाए जाएंगे।
13. न्यासी बोर्ड प्रत्येक कर्मचारी के संबंध में जमा किए गए अंशदान, निकासी और ब्याज दर्शाने के लिए विस्तारित लेखों का रख-रखाव करेगा। ऐसे अभिलेखों का रख-रखाव अधिमानतः इलैक्ट्रॉनिक रूप से रखा जाएगा। प्रतिष्ठान आवधिक रूप से जब कभी केन्द्रीय भविष्य निधि आयुक्त/क्षेत्रीय भविष्य निधि आयुक्त द्वारा निदेश दिया जाए, सदस्यों के लेखों को इलैक्ट्रॉनिक रूप से सम्प्रेषित करेंगे।
14. न्यासी बोर्ड वर्ष में एक बार वित्तीय/लेखा वर्ष के समाप्त होने के छः माह के भीतर प्रत्येक कर्मचारी को निःशुल्क लेखों का वार्षिक विवरण अथवा पासबुक जारी करेगा। जब कभी सदस्य चाहें, अतिरिक्त प्रिंटआउट नाममात्र के प्रभार के साथ उपलब्ध कराए जा सकते हैं। पासबुक के मामले में वह कर्मचारी के पास रहेगी जिसे प्रस्तुत किए जाने पर न्यासियों द्वारा आवधिक रूप से अद्यतन किया जाएगा।
15. नियोक्ता सभी सदस्यों को उनकी आवश्यकतानुसार कम्प्यूटर टर्मिनलों से अपने खाते में पड़ी शेष राशि को देखने के समर्थ बनाने के लिए आवश्यक प्रावधान करेंगे।
16. न्यासी बोर्ड और नियोक्ता कर्मचारी भविष्य निधि संगठन द्वारा यथा विहित रूप में ये विवरणियां विनिर्दिष्ट समय सीमा के भीतर मासिक/वार्षिक रूप से दायर करेंगे, जिसे न करने पर इसे चूक माना जाएगा तथा न्यासी बोर्ड और नियोक्ता संयुक्त रूप से और अलग-अलग, कर्मचारी भविष्य निधि संगठन द्वारा की जाने वाली उपयुक्त दाण्डिक कार्रवाई के भागी होंगे।
17. न्यासी बोर्ड समय-समय पर सरकार के निर्देशों के अनुसार भविष्य निधि के पैसे का निवेश करेगा। सरकार के निर्देशों के अनुसार निवेश करने में असफल होने पर न्यासी बोर्ड अलग-अलग और संयुक्त रूप से केन्द्रीय भविष्य निधि आयुक्त या उसके प्रतिनिधि द्वारा यथा अधिरोपित अधिशुल्क का भागी बन जाएगा।
18. (क) प्रतिभूतियां न्यास के नाम से प्राप्त की जाएंगी। इस प्रकार प्राप्त की गई प्रतिभूतियां अभौतिक (डीमेट) रूप में होनी चाहिए तथा न्यास के कार्यचालित रहने वाले क्षेत्रों में अपेक्षित सुविधा के उपलब्ध न होने की स्थिति में न्यासी बोर्ड संबंधित क्षेत्रीय भविष्य निधि आयुक्त को इसकी सूचना देंगे।
(ख) न्यासी बोर्ड लिपि-वार रजिस्टर बनाएगा तथा ब्याज की समय पर उगाही सुनिश्चित करेगा।
(ग) डीमेट खाता इस संबंध में केन्द्रीय सरकार द्वारा जारी अनुदेशों के अनुसार भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों के माध्यम से खोला जाए।
(घ) डीमेट खाते का खर्च न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाए। प्रतिभूतियों आदि की खरीद की दलाली जैसे निवेशों के सभी प्रकार के खर्चों को भी न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाएगा।
19. प्रतिभूतियों और बाण्डों की खरीद जैसे ऐसे सभी निवेश भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों की सुरक्षा अभिरक्षा में दर्ज किए जाएं, जो इसके संरक्षक होंगे। स्थापना की बंदी या परिसमापन या कर्मचारी भविष्य निधि, 1952 से छूट पर यह संरक्षक, न्यास के नाम पर प्राप्त तथा अपने जमा में पड़े निवेश को संबंधित क्षेत्रीय भविष्य निधि आयुक्त के, इस आशय के, अनुरोध पर संबंधित क्षेत्रीय भविष्य निधि आयुक्त को सीधे अंतरित करेगा।
20. स्थापना संबंधित क्षेत्रीय भविष्य निधि आयुक्त को उन निक्षेपागार प्रतिभागियों (भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित) के विवरण से सूचित करेगी, जिनके पास तथा जिनकी सुरक्षा अभिरक्षा में न्यास के नाम पर किए गए निवेश अर्थात् प्रतिभूतियों, बाण्डों आदि में किए गए निवेश दर्ज किए गए हैं। तथापि, न्यासी बोर्ड उस धनराशि की उगाही कर सकता है, जो दावों के निपटान, नियमानुसार अग्रिमों की मंजूरी और नियोक्ता की सेवा छोड़ने की स्थिति में सदस्य के भविष्य निधि

संचयन के अंतरण और प्रतिभूतियों की बिक्री द्वारा अन्य किसी प्राप्तियों अथवा क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के शर्ताधीन निधि के नाम में पड़े अन्य निवेशों जैसे बाध्यकारी व्ययों को पूरा करने के लिए अपेक्षित हों।

21. न्यास द्वारा किए गए निवेशों के लिए किसी वित्तीय या अन्य संस्थाओं द्वारा दिए जाने वाले किसी कमीशन, प्रोत्साहन, बोनस या अन्य आर्थिक लाभ इसके खाते में डाले जाएंगे।

22. नियोक्ता और न्यासी बोर्ड के सदस्य शर्तों का पालन करने की सहमति देते हुए लिखित वचन देंगे तथा यह वैधिक रूप से नियोक्ता और न्यासी बोर्ड के उत्तराधिकारियों और समनुदेशितों पर उनके साथ-साथ बाध्यकारी होगा।

23. नियोक्ता और न्यासी बोर्ड छूट के रद्द होने की स्थिति में संबंधित क्षेत्रीय भविष्य निधि आयुक्त द्वारा विहित समय सीमा के भीतर तत्काल निधियों का अंतरण करने का वचन भी देगा। यह उन पर कानूनी रूप से बाध्यकारी होगा तथा उन्हें निधियों के अंतरण में कोई विलंब होने की स्थिति में अभियोजन का भागी बनाएगा।

24. (क) न्यासी बोर्ड द्वारा अनुरक्षित भविष्य निधि खाता किसी योग्य स्वतंत्र चार्टर्ड लेखाकार द्वारा वार्षिक रूप से लेखा-परीक्षा करने के शर्ताधीन होगा। जहां भी आवश्यक समझा जाए, वहां कर्मचारी भविष्य निधि संगठन को अधिकार होगा कि यह किसी अन्य योग्य लेखा-परीक्षक द्वारा खातों की लेखा-परीक्षा कराए तथा इस प्रकार हुए खर्च नियोक्ता द्वारा वहन किए जाएंगे।

(ख) लेखा-परीक्षकों द्वारा वित्तीय वर्ष अर्थात् 1 अप्रैल से 31 मार्च तक की समाप्ति के बाद छह महीने के भीतर लेखा-परीक्षीत तुलन-पत्र सहित लेखा-परीक्षक की रिपोर्ट की प्रति सीधे इस कार्यालय में प्रस्तुत की जाए। तुलन-पत्र का प्रारूप और इस रिपोर्ट में प्रस्तुत की जाने वाली जानकारी कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित की जाएगी तथा संबंधित क्षेत्रीय भविष्य निधि आयुक्त के कार्यालय में इलैक्ट्रॉनिक प्रारूप के साथ हस्ताक्षरित प्रतिलिपि में उपलब्ध कराई जाएगी।

(ग) एक ही लेखा-परीक्षकों को लगातार दो वर्ष के लिए तथा अगले वित्तीय वर्ष के पहले दिन से मिली छूट से अधिक के लिए नियुक्त न किया जाए।

25. लगातार तीन वित्तीय वर्षों तक कोई हानि या पूंजी आधार में कटौती को अगले वित्तीय वर्ष के पहले दिन से मिली छूट प्राप्त होगी।

26. नियोक्ता प्रत्येक माह की समाप्ति से 15 दिन के भीतर निरीक्षण हेतु ऐसी सुविधाओं का प्रावधान करेगा तथा ऐसे निरीक्षण प्रभारों का भुगतान करेगा जो केन्द्रीय सरकार द्वारा अधिनियम की धारा 17 के उप-खण्ड (3) के खण्ड(क) के अंतर्गत समय-समय पर दिए निर्देशों के अनुसार हों।

27. न्यासी बोर्ड या नियोक्त द्वारा छूट देने के लिए शर्तों के किसी उल्लंघन की स्थिति में दी गई छूट संबंधित व्यक्ति को इस संबंध में कारण बताओ नोटिस जारी करने के बाद रद्द कर दी जाएगी।

28. किसी भी धोखे, गबन, गलत निवेश निर्णयों आदि के फलस्वरूप ट्रस्ट को हुए किसी भी नुकसान की स्थिति में नियोक्ता नुकसान पूरा करने का भागी होगा।

29. किसी विलय, अविलय, अभिग्रहण, बिक्री, एकीकरण, सहायक कंपनी का गठन चाहे पूर्णतः स्वामित्व वाली हो या नहीं इत्यादि के फलस्वरूप यदि प्रतिष्ठान की कानूनी स्थिति में कोई भी बदलाव होता है तो दी गई छूट निरस्त होगी एवं प्रतिष्ठान को तुरंत नई छूट देने के लिए मामले की रिपोर्ट करनी चाहिए।

30. एक ही भविष्य निधि ट्रस्ट में एक से अधिक इकाई/प्रतिष्ठानों के भाग लेने की स्थिति में भाग लेने वाली इकाईयों के किसी भी ट्रस्टी/नियोक्ता द्वारा कोई भी चूक होने पर सभी ट्रस्टी संयुक्त रूप से एवं अलग से जिम्मेदार/उत्तरदायी होंगे और आरपीएफसी आम भविष्य निधि ट्रस्ट के सभी न्यासियों के विरुद्ध उपयुक्त कानूनी कार्रवाई करेगा।

31. छूट प्राप्त न्यास निधि के अधिग्रहण के मामले में, अंतरीय व्याज के कारण हानि के अनुमानित निवल वर्तमान मूल्य की वसूली प्रतिष्ठान से की जानी चाहिए।

32. केन्द्र सरकार प्रतिष्ठान की छूट की निरंतरता के लिए शर्तों को बढ़ा सकती है और जब भी इनको संप्रेषित किया जाएगा ये प्रतिष्ठान इन अतिरिक्त शर्तों का अनुपालन करने के लिए बाध्य होंगे।

New Delhi, the 25th April, 2016

S.O. 743.—Whereas M/s Mitra S. K. Pvt. Limited [under Code No.WB/15279 in Park Street sub-region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions annexed with this notification, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01.05.1993 until further notification.

[No.S-35015/37/2015-SS-II]
SUBHASH KUMAR, Under Secy.

ANNEXURE

CONDITIONS FOR GRANT OF EXEMPTION FROM THE PROVISIONS OF EMPLOYEES PROVIDENT FUND SCHEME, 1952

1. The employer shall establish a Board of Trustees under his Chairmanship for the management of the Provident Fund according to such directions as may be given by the Central Government or the Central Provident Fund Commissioner, as the case may be, from time to time. The provident fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees' Provident Funds Organisation, inter alia, for proper accounts of the receipts into and payment from the Provident Fund and the balance in their custody. For this purpose, the "employer" shall mean:-

(i) In relation to an establishment, which is a factory, the owner or occupier of the factory: and

(ii) In relation to any other establishment, the person who, or the authority, that has the ultimate control over the affairs of the establishment.

2. The Board of Trustees shall meet at least once in every three months and shall function in accordance with the guidelines that may be issued from time to time by the Central Government/Central Provident Fund Commissioner(CPFC) or an officer authorized by him.

3. All employees' as defined in section 2(f) of the act, who have been eligible to become members of the Provident Fund' had the establishment not been granted exemption, shall be enrolled as members.

4. Where an employee who is already a member of Employees' Provident fund or a Provident Fund of any other exempted establishment is employed in his establishment, the employer shall immediately enroll him as a member of the fund. The employer should also arrange to have the accumulations in the Provident Fund account of such employee with his previous employer transferred and credited into his account.

5. The employer shall transfer to the Board of Trustees the contributions payable to the Provident Fund by himself and employees at the rate prescribed under the act from time to time by the 15th of each month following the month for which the contributions are payable. The employer shall be liable to pay simple interest in terms of the provisions of Section 7Q of the Act for any delay in payment of any dues towards the Board of Trustees.

6. The employer shall bear all the expenses of the administration of Provident Fund and also make good any other loss that may be caused to the Provident Fund due to theft, burglary, defalcation, misappropriation or any other reason.

7. Any deficiency in the interest declared by the Board of Trustees is to be made good by the employer to bring it up to the statutory limit.

8. The employer shall display on the notice board of the establishment, a copy of the rules of the funds as approved by the appropriate authority and as and when amended thereto along with a translation in the language of the majority of the employees.

9. The rate of contributions payable, the conditions and quantum of advances and other matters laid down under the provident fund rules of the establishment and the interest credited to the account of each member, calculated on the monthly running balance of the member and declared by the Board of Trustees shall not be lower than those declared by the Central Government under the various provisions prescribed in the Act and Scheme framed thereunder.
10. Any amendment to the Scheme, which is more beneficial to the employees than the existing rules of the establishment, shall be made applicable to them automatically pending formal amendment of the Rules of the Trust.
11. No amendment in the rules shall be made by the employer without the prior approval of the Regional Provident Fund Commissioner. The Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.
12. All claims for withdrawals, advances and transfers should be settled expeditiously, within the maximum time frame prescribed by the Employees' Provident Fund Organisation.
13. The Board of Trustees shall maintain detailed accounts to show the contributions credited withdrawal and interest in respect of each employee. The maintenance of such records should preferably be done electronically. The establishments should periodically transmit the details of members' accounts electronically as and when directed by the Central Provident Commissioner/Regional Provident Fund Commissioner.
14. The Board of Trustees shall issue an annual statement of accounts or pass books to every employee within six months of the close of financial/accounting year free of cost once in the year. Additional printouts can be made available as and when the members want, subject to nominal charges. In case of passbook, the same shall remain in custody of employee to be updated periodically by the Trustees when presented to them.
15. The employer shall make necessary provisions to enable all the members to be able to see their account balance from the computer terminals as and when required by them.
16. The Board of Trustees and the employer shall file such returns monthly/annually as may be prescribed by the Employees' Provident Fund Organisation within the specified time limit, failing which it will be deemed as a default and the Board of Trustees and employer will jointly and separately be liable for suitable penal action by the Employees' Provident Fund Organisation.
17. The Board of Trustees shall invest the monies of the provident fund as per the directions of the Government from time to time. Failure to make investments as per directions of the Government shall make the Board of Trustees separately and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.
18. (a) The securities shall be obtained in the name of Trust. The securities so obtained should be in dematerialized (DEMAT) form and in case the required facility is not available in the areas where the trust operates the Board of Trustees shall inform the Regional Provident Fund Commissioner concerned about the same.
- (b) The Board of Trustees shall maintain a script wise register and ensure timely realization of interest.
- (c) The DEMAT Account should be opened through depository participants approved by Reserve Bank of India and Central Government in accordance with the instructions issued by the Central Government in this regard.
- (d) The cost of maintaining DEMAT account should be treated as incidental cost of investment by the Trust. Also all types of cost of investments like brokerage for purchase of securities etc. shall be treated as incidental cost of investment by the Trust.
19. All such investments made like purchase of securities and bonds, should be lodged in the safe custody of depository participants approved by Reserve Bank of India and Central Government, who shall be the custodian of the same. On closure of establishment or liquidation or cancellation of exemption from EPF Scheme, 1952 such custodian shall transfer the investment obtained in the name of the Trust and standing in its credit to the Regional PF Commissioner concerned directly on receipt of request from the Regional PF Commissioner concerned to that effect.
20. The establishment shall intimate to the Regional P.F. Commissioner concerned the details of depository participants (approved by RBI and Central Government), with whom and in whose safe custody, the investments made in the name of trust, viz., investments made in securities, bonds, etc. have been lodged. However, the Board of Trustees may raise such sum of sums of money as may be required for meeting obligatory expenses such as settlement of claims, grant of advances as per rules and transfer of member's PF accumulations in the event of his/her leaving service of the

employer and any other receipts by sale of the securities or other investments standing in the name of the Fund subject to the prior approval of the Regional PF Commissioner.

21. Any commission, incentive, bonus or other pecuniary rewards given by any financial or other institutions for the investments made by the Trust should be credited to its account.

22. The employer and the members of the Board of Trustees, shall furnish a written undertaking agreeing to abide by the conditions and this shall be legally binding on the employer and the Board of Trustees, including their successors and assignees.

23. The employer and the Board of Trustees shall also give an undertaking to transfer the funds promptly within the time limit prescribed by the concerned RPFC in the event of cancellation of relaxation. This shall be legally binding on them and will make them liable for prosecution in the event of any delay in the transfer of funds.

24. (a) The account of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent chartered accountant annually. Where considered necessary the EPFO shall have the right to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the employer.

(b) A copy of the Auditor's report alongwith the audited balance sheet should be submitted to this office by the Auditors directly within six months after the closing of the financial year from 1st April to 31st March. The format of the balance sheet and the information to be furnished in the report shall be prescribed by the Employees' Provident fund Organisation and made available with the RPFC office in electronic format as well as a signed hard copy.

(c) The same auditors should not be appointed for two consecutive years and not more than the relaxation withdrawn from the first day of the next succeeding financial year.

25. Any loss for the three consecutive financial years or erosion in the capital base shall have the relaxation withdrawn from the first day of the next succeeding financial year.

26. The employer shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time to time direct under clause (a) of sub-section (3) of Section 17 of the Act within 15 days from the close of every month.

27. In the event of any violation of the conditions for grant of relaxation, by the employer or the Board of Trustees, the relaxation granted shall be cancelled after issuing a show cause notice in this regard to the concerned persons.

28. In the event of any loss to the trust as a result of any fraud, defalcation, wrong investment decisions etc. the employer shall be liable to make good the loss.

29. In case of any change of legal status of the establishment as a result of merger, de-merger, acquisition, sale, amalgamation, formation of a subsidiary, whether wholly owned or not etc., the relaxation granted shall stand revoked and the establishment should promptly report the matter for grant of fresh relaxation.

30. In case there are more than one unit/establishment participating in the common Provident Fund Trust, all the trustees shall be jointly and separately liable/responsible for any default committed by any of the trustees/employer of any of the participating units and the RPFC shall take suitable legal action against all the trustees of the common Provident Fund Trust.

31. In case of takeover of the exempted Trust Fund, estimated net present value of the loss due to differential interest should be recovered from the establishment.

32. The Central Government may lay down further conditions for continuation of exemption of the establishment and the establishment shall be bound to comply with these additional conditions as and when the same are communicated.

नई दिल्ली, 25 अप्रैल, 2016

का. आ. 744.—जबकि मैसर्स सनप्लैग आयरन एण्ड स्टील कम्पनी लिमिटेड [नागपुर क्षेत्र में कोड संख्या एमएच/60385 के अंतर्गत] (एतदुपरांत प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरांत अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्रीय सरकार के विचार में, अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कर्मचारियों के लिए कम उपयुक्त नहीं हैं और कर्मचारी उक्त अधिनियम अथवा कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरांत योजना के रूप में संदर्भित) के अंतर्गत सदृश स्वरूप के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में दी जाने वाली अन्य भविष्य निधि प्रसुविधाओं का भी लाभ उठा रहे हैं।

3. अतः, अब, केन्द्र सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना के साथ सन्लग्न शर्तों के अध्याधीन उक्त प्रतिष्ठान को अगली अधिसूचना तक 31.08.1991 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/15/2015-एसएस-II]

सुभाष कुमार, अवर सचिव

अनुबंध

कर्मचारी भविष्य निधि योजना, 1952 के उपबंधों से छूट प्रदान करने संबंधी शर्तें

1. नियोक्ता समय-समय पर केन्द्रीय सरकार अथवा केन्द्रीय भविष्य निधि आयुक्त, जैसी भी स्थिति हो, द्वारा दिए जाने वाले ऐसे निदेशों के अनुसार भविष्य निधि के प्रबंधन हेतु अपनी अध्यक्षता में एक न्यासी बोर्ड गठित करेगा। भविष्य निधि न्यासी बोर्ड में विहित होगी जो अन्य बातों के साथ-साथ कर्मचारी भविष्य निधि संगठन के प्रति भविष्य निधि में प्राप्तियों और उसमें से भुगतान के उचित लेखों और उनकी अभिरक्षा में शेष राशि के लिए उत्तरदायी होगा। इस प्रयोजनार्थ, "नियोक्ता" से:-

(i) किसी प्रतिष्ठान, जो एक कारखाना हो, उसके संबंध में, कारखाने का स्वामी अथवा अधिष्ठाता अभिप्रेत होगा; और

(ii) किसी अन्य प्रतिष्ठान के संबंध में, वह व्यक्ति, अथवा प्राधिकारी अभिप्रेत होगा, जिसका उस प्रतिष्ठान के कामकाज पर अंतिम नियंत्रण हो।

2. न्यासी बोर्ड हरेक तिमाही में कम से कम एक बार बैठक करेगा और वह केन्द्र सरकार/केन्द्रीय भविष्य निधि आयुक्त (सीपीएफसी) अथवा उसके द्वारा प्राधिकृत किसी अधिकारी द्वारा समय समय पर जारी किए जाने वाले दिशानिर्देशों के अनुसार कार्य करेगा।

3. अधिनियम की धारा 2(च) में यथा परिभाषित सभी कर्मचारी, जो भविष्य निधि के सदस्य बनने के पात्र रहें हैं, यदि प्रतिष्ठान को छूट प्रदान नहीं की होती, उन्हें सदस्यों के रूप में नामांकित किया जाएगा।

4. जहां कोई कर्मचारी जो पहले ही किसी अन्य छूट-प्राप्त प्रतिष्ठान के किसी कर्मचारी भविष्य निधि अथवा भविष्य निधि का सदस्य हो, उसे उसके प्रतिष्ठान में नियोजित किया जाता है, तो नियोक्ता उसे तत्काल निधि के सदस्य के रूप में नामांकित करेगा। नियोक्ता ऐसे कर्मचारी के भविष्य निधि खाते में उसके पहले नियोक्ता से संचय राशियां अंतरित और जमा करवाने की भी व्यवस्था करेगा।

5. नियोक्ता भविष्य निधि को उसके द्वारा और कर्मचारी के द्वारा समय-समय पर अधिनियम के अंतर्गत निर्धारित दर से देय अंशदान को, जिस माह के लिए अंशदान देय हों उसके बाद के माह की 15 तारीख तक न्यासी बोर्ड को अंतरित करेगा। नियोक्ता न्यासी बोर्ड को किन्हीं देयों के भुगतान में किसी विलम्ब के लिए अधिनियम की धारा 7 थ के उपबंधों के अनुसार साधारण ब्याज अदा करने का दायी होगा।

6. नियोक्ता भविष्य निधि के प्रशासन के सभी व्यय वहन करेगा और चोरी, डकैती, गबन, दुर्विनियोग अथवा किसी अन्य कारण से भविष्य निधि को हो सकने वाले किसी घाटे की भी भरपाई करेगा।

7. न्यासी बोर्ड द्वारा घोषित ब्याज में किसी कमी को भी नियोक्ता द्वारा पूरा किया जाना होगा और उसे सांविधिक सीमा तक लाना होगा।

8. नियोक्ता जब कभी नियम संशोधित किए जाएं, समुचित प्राधिकारी द्वारा यथा अनुमोदित, निधि के नियमों की एक प्रति अधिसंख्यक कर्मचारियों की भाषा में उनके अनुवाद सहित प्रतिष्ठान के सूचना पट पर प्रदर्शित करेगा।

9. प्रतिष्ठान के भविष्य निधि नियमों के अंतर्गत निर्धारित देय अंशदान की दर, अग्रिम की शर्तें और मात्रा तथा अन्य मामले और सदस्य के मासिक चालू शेष पर संगणित और न्यासी बोर्ड द्वारा घोषित, प्रत्येक सदस्य के खाते में जमा किया गया ब्याज, अधिनियम और उसके अंतर्गत निर्मित योजना में निर्धारित विभिन्न उपबंधों के अंतर्गत केन्द्र सरकार द्वारा घोषित दर से कम नहीं होगा।
10. योजना में कोई संशोधन, जो प्रतिष्ठान के विद्यमान नियमों की तुलना में कर्मचारियों के लिए अधिक लाभदायक हो, उसे न्यास के नियमों में औपचारिक संशोधन के लंबित रहते उन पर स्वतः लागू किया जाएगा।
11. नियोक्ता द्वारा नियमों में कोई भी संशोधन क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के बिना नहीं किया जाएगा। क्षेत्रीय भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना रुख स्पष्ट करने का वाजिब अवसर देगा।
12. निकासी, अग्रिम और अंतरण के सभी दावे कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित अधिकतम समय-सीमा के भीतर, शीघ्रता से निपटाए जाएंगे।
13. न्यासी बोर्ड प्रत्येक कर्मचारी के संबंध में जमा किए गए अंशदान, निकासी और ब्याज दर्शाने के लिए विस्तारित लेखों का रख-रखाव करेगा। ऐसे अभिलेखों का रख-रखाव अधिमानतः इलैक्ट्रॉनिक रूप से रखा जाएगा। प्रतिष्ठान आवधिक रूप से जब कभी केन्द्रीय भविष्य निधि आयुक्त/क्षेत्रीय भविष्य निधि आयुक्त द्वारा निदेश दिया जाए, सदस्यों के लेखों को इलैक्ट्रॉनिक रूप से सम्प्रेषित करेंगे।
14. न्यासी बोर्ड वर्ष में एक बार वित्तीय/लेखा वर्ष के समाप्त होने के छः माह के भीतर प्रत्येक कर्मचारी को निःशुल्क लेखों का वार्षिक विवरण अथवा पासबुक जारी करेगा। जब कभी सदस्य चाहें, अतिरिक्त प्रिंटआउट नाममात्र के प्रभार के साथ उपलब्ध कराए जा सकते हैं। पासबुक के मामले में वह कर्मचारी के पास रहेगी जिसे प्रस्तुत किए जाने पर न्यासियों द्वारा आवधिक रूप से अद्यतन किया जाएगा।
15. नियोक्ता सभी सदस्यों को उनकी आवश्यकतानुसार कम्प्यूटर टर्मिनलों से अपने खाते में पड़ी शेष राशि को देखने के समर्थ बनाने के लिए आवश्यक प्रावधान करेंगे।
16. न्यासी बोर्ड और नियोक्ता कर्मचारी भविष्य निधि संगठन द्वारा यथा-विहित रूप में ये विवरणियां विनिर्दिष्ट समय-सीमा के भीतर मासिक/वार्षिक रूप से दायर करेंगे, जिसे न करने पर इसे चूक माना जाएगा तथा न्यासी बोर्ड और नियोक्ता संयुक्त रूप से और अलग-अलग, कर्मचारी भविष्य निधि संगठन द्वारा की जाने वाली उपयुक्त दायित्व कार्रवाई के भागी होंगे।
17. न्यासी बोर्ड समय-समय पर सरकार के निर्देशों के अनुसार भविष्य निधि के पैसे का निवेश करेगा। सरकार के निर्देशों के अनुसार निवेश करने में असफल होने पर न्यासी बोर्ड अलग-अलग और संयुक्त रूप से केन्द्रीय भविष्य निधि आयुक्त या उसके प्रतिनिधि द्वारा यथा-अधिरोपित अधिशुल्क का भागी बन जाएगा।
18. (क) प्रतिभूतियां न्यास के नाम से प्राप्त की जाएंगी। इस प्रकार प्राप्त की गई प्रतिभूतियां अभौतिक (डीमेट) रूप में होनी चाहिए तथा न्यास के कार्यचालित रहने वाले क्षेत्रों में अपेक्षित सुविधा के उपलब्ध न होने की स्थिति में न्यासी बोर्ड संबंधित क्षेत्रीय भविष्य निधि आयुक्त को इसकी सूचना देंगे।
- (ख) न्यासी बोर्ड लिपि-वार रजिस्टर बनाएगा तथा ब्याज की समय पर उगाही सुनिश्चित करेगा।
- (ग) डीमेट खाता इस संबंध में केन्द्रीय सरकार द्वारा जारी अनुदेशों के अनुसार भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों के माध्यम से खोला जाए।
- (घ) डीमेट खाते का खर्च न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय व्यय माना जाए। प्रतिभूतियों आदि की खरीद की दलाली जैसे निवेशों के सभी प्रकार के खर्चों को भी न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाएगा।
19. प्रतिभूतियों और बाण्डों की खरीद जैसे ऐसे सभी निवेश भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों की सुरक्षा अभिरक्षा में दर्ज किए जाएं, जो इसके संरक्षक होंगे। स्थापना की बंदी या परिसमापन या कर्मचारी भविष्य निधि, 1952 से छूट पर यह संरक्षक, न्यास के नाम पर प्राप्त तथा अपने जमा में पड़े निवेश को संबंधित क्षेत्रीय भविष्य निधि आयुक्त के, इस आशय के, अनुरोध पर संबंधित क्षेत्रीय भविष्य निधि आयुक्त को सीधे अंतरित करेगा।

20. स्थापना संबंधित क्षेत्रीय भविष्य निधि आयुक्त को उन निक्षेपागार प्रतिभागियों (भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित) के विवरण से सूचित करेगी, जिनके पास तथा जिनकी सुरक्षा अभिरक्षा में न्यास के नाम पर किए गए निवेश अर्थात् प्रतिभूतियों, बाण्डों आदि में किए गए निवेश दर्ज किए गए हैं। तथापि, न्यासी बोर्ड उस धनराशि की उगाही कर सकता है, जो दावों के निपटान, नियमानुसार अग्रिमों की मंजूरी और नियोक्ता की सेवा छोड़ने की स्थिति में सदस्य के भविष्य निधि संचयन के अंतरण और प्रतिभूतियों की बिक्री द्वारा अन्य किसी प्राप्तियों अथवा क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के शर्ताधीन निधि के नाम में पड़े अन्य निवेशों जैसे बाध्यकारी व्ययों को पूरा करने के लिए अपेक्षित हों।

21. न्यास द्वारा किए गए निवेशों के लिए किसी वित्तीय या अन्य संस्थाओं द्वारा दिए जाने वाले किसी कमीशन, प्रोत्साहन, बोनस या अन्य आर्थिक लाभ इसके खाते में डाले जाएंगे।

22. नियोक्ता और न्यासी बोर्ड के सदस्य शर्तों का पालन करने की सहमति देते हुए लिखित वचन देंगे तथा यह वैधिक रूप से नियोक्ता और न्यासी बोर्ड के उत्तराधिकारियों और समनुदेशितों पर उनके साथ-साथ बाध्यकारी होगा।

23. नियोक्ता और न्यासी बोर्ड छूट के रद्द होने की स्थिति में संबंधित क्षेत्रीय भविष्य निधि आयुक्त द्वारा विहित समय सीमा के भीतर तत्काल निधियों का अंतरण करने का वचन भी देगा। यह उन पर कानूनी रूप से बाध्यकारी होगा तथा उन्हें निधियों के अंतरण में कोई विलंब होने की स्थिति में अभियोजन का भागी बनाएगा।

24. (क) न्यासी बोर्ड द्वारा अनुरक्षित भविष्य निधि खाता किसी योग्य स्वतंत्र चार्टर्ड लेखाकार द्वारा वार्षिक रूप से लेखा-परीक्षा करने के शर्ताधीन होगा। जहां भी आवश्यक समझा जाए, वहां कर्मचारी भविष्य निधि संगठन को अधिकार होगा कि यह किसी अन्य योग्य लेखा-परीक्षक द्वारा खातों की लेखा-परीक्षा कराए तथा इस प्रकार हुए खर्च नियोक्ता द्वारा वहन किए जाएंगे।

(ख) लेखा-परीक्षकों द्वारा वित्तीय वर्ष अर्थात् 1 अप्रैल से 31 मार्च तक की समाप्ति के बाद छह महीने के भीतर लेखा-परीक्षित तुलन-पत्र सहित लेखा-परीक्षक की रिपोर्ट की प्रति सीधे इस कार्यालय में प्रस्तुत की जाए। तुलन-पत्र का प्रारूप और इस रिपोर्ट में प्रस्तुत की जाने वाली जानकारी कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित की जाएगी तथा संबंधित क्षेत्रीय भविष्य निधि आयुक्त के कार्यालय में इलैक्ट्रॉनिक प्रारूप के साथ हस्ताक्षरित प्रतिलिपि में उपलब्ध कराई जाएगी।

(ग) एक ही लेखा-परीक्षकों को लगातार दो वर्ष के लिए तथा अगले वित्तीय वर्ष के पहले दिन से मिली छूट से अधिक के लिए नियुक्त न किया जाए।

25. लगातार तीन वित्तीय वर्षों तक कोई हानि या पूंजी आधार में कटौती को अगले वित्तीय वर्ष के पहले दिन से मिली छूट प्राप्त होगी।

26. नियोक्ता प्रत्येक माह की समाप्ति से 15 दिन के भीतर निरीक्षण हेतु ऐसी सुविधाओं का प्रावधान करेगा तथा ऐसे निरीक्षण प्रभागों का भुगतान करेगा जो केन्द्रीय सरकार द्वारा अधिनियम की धारा 17 के उप-खण्ड (3) के खण्ड(क) के अंतर्गत समय-समय पर दिए निर्देशों के अनुसार हों।

27. न्यासी बोर्ड या नियोक्त द्वारा छूट देने के लिए शर्तों के किसी उल्लंघन की स्थिति में दी गई छूट संबंधित व्यक्ति को इस संबंध में कारण बताओ नोटिस जारी करने के बाद रद्द कर दी जाएगी।

28. किसी भी धोखे, गबन, गलत निवेश निर्णयों आदि के फलस्वरूप ट्रस्ट को हुए किसी भी नुकसान की स्थिति में नियोक्ता नुकसान पूरा करने का भागी होगा।

29. किसी विलय, अविलय, अभिग्रहण, बिक्री, एकीकरण, सहायक कंपनी का गठन चाहे पूर्णतः स्वामित्व वाली हो या नहीं इत्यादि के फलस्वरूप यदि प्रतिष्ठान की कानूनी स्थिति में कोई भी बदलाव होता है तो दी गई छूट निरस्त होगी एवं प्रतिष्ठान को तुरंत नई छूट देने के लिए मामले की रिपोर्ट करनी चाहिए।

30. एक ही भविष्य निधि ट्रस्ट में एक से अधिक इकाई/प्रतिष्ठानों के भाग लेने की स्थिति में भाग लेने वाली इकाईयों के किसी भी ट्रस्टी/नियोक्ता द्वारा कोई भी चूक होने पर सभी ट्रस्टी संयुक्त रूप से एवं अलग से जिम्मेदार/उत्तरदायी होंगे और आरपीएफसी आम भविष्य निधि ट्रस्ट के सभी न्यासियों के विरुद्ध उपयुक्त कानूनी कार्रवाई करेगा।

31. छूट प्राप्त न्यास निधि के अधिग्रहण के मामले में, अंतरीय व्याज के कारण हानि के अनुमानित निवल वर्तमान मूल्य की वसूली प्रतिष्ठान से की जानी चाहिए।

32. केन्द्र सरकार प्रतिष्ठान की छूट की निरंतरता के लिए शर्तों को बढ़ा सकती है और जब भी इनको संप्रेषित किया जाएगा ये प्रतिष्ठान इन अतिरिक्त शर्तों का अनुपालन करने के लिए बाध्य होंगे।

New Delhi, the 25th April, 2016

S.O. 744.—Whereas M/s Sunflag Iron & Steel Company Limited [under Code No.MH/60385 in Nagpur region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions annexed with this notification, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 31.08.1991 until further notification.

[No.S-35015/15/2015-SS-II]
SUBHASH KUMAR, Under Secy.

ANNEXURE

CONDITIONS FOR GRANT OF EXEMPTION FROM THE PROVISIONS OF EMPLOYEES PROVIDENT FUND SCHEME, 1952

1. The employer shall establish a Board of Trustees under his Chairmanship for the management of the Provident Fund according to such directions as may be given by the Central Government or the Central Provident Fund Commissioner, as the case may be, from time to time. The provident fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees' Provident Funds Organisation, inter alia, for proper accounts of the receipts into and payment from the Provident Fund and the balance in their custody. For this purpose, the "employer" shall mean:-

(i) In relation to an establishment, which is a factory, the owner or occupier of the factory: and

(ii) In relation to any other establishment, the person who, or the authority, that has the ultimate control over the affairs of the establishment.

2. The Board of Trustees shall meet at least once in every three months and shall function in accordance with the guidelines that may be issued from time to time by the Central Government/Central Provident Fund Commissioner(CPFC) or an officer authorized by him.

3. All employees' as defined in section 2(f) of the act, who have been eligible to become members of the Provident Fund' had the establishment not been granted exemption, shall be enrolled as members.

4. Where an employee who is already a member of Employees' Provident fund or a Provident Fund of any other exempted establishment is employed in his establishment, the employer shall immediately enroll him as a member of the fund. The employer should also arrange to have the accumulations in the Provident Fund account of such employee with his previous employer transferred and credited into his account.

5. The employer shall transfer to the Board of Trustees the contributions payable to the Provident Fund by himself and employees at the rate prescribed under the act from time to time by the 15th of each month following the month for which the contributions are payable. The employer shall be liable to pay simple interest in terms of the provisions of Section 7Q of the Act for any delay in payment of any dues towards the Board of Trustees.

6. The employer shall bear all the expenses of the administration of Provident Fund and also make good any other loss that may be caused to the Provident Fund due to theft, burglary, defalcation, misappropriation or any other reason.

7. Any deficiency in the interest declared by the Board of Trustees is to be made good by the employer to bring it up to the statutory limit.

8. The employer shall display on the notice board of the establishment, a copy of the rules of the funds as approved by the appropriate authority and as and when amended thereto along with a translation in the language of the majority of the employees.

9. The rate of contributions payable, the conditions and quantum of advances and other matters laid down under the provident fund rules of the establishment and the interest credited to the account of each member, calculated on the monthly running balance of the member and declared by the Board of Trustees shall not be lower than those declared by the Central Government under the various provisions prescribed in the Act and Scheme framed thereunder.
10. Any amendment to the Scheme, which is more beneficial to the employees than the existing rules of the establishment, shall be made applicable to them automatically pending formal amendment of the Rules of the Trust.
11. No amendment in the rules shall be made by the employer without the prior approval of the Regional Provident Fund Commissioner. The Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.
12. All claims for withdrawals, advances and transfers should be settled expeditiously, within the maximum time frame prescribed by the Employees' Provident Fund Organisation.
13. The Board of Trustees shall maintain detailed accounts to show the contributions credited withdrawal and interest in respect of each employee. The maintenance of such records should preferably be done electronically. The establishments should periodically transmit the details of members' accounts electronically as and when directed by the Central Provident Commissioner/Regional Provident Fund Commissioner.
14. The Board of Trustees shall issue an annual statement of accounts or pass books to every employee within six months of the close of financial/accounting year free of cost once in the year. Additional printouts can be made available as and when the members want, subject to nominal charges. In case of passbook, the same shall remain in custody of employee to be updated periodically by the Trustees when presented to them.
15. The employer shall make necessary provisions to enable all the members to be able to see their account balance from the computer terminals as and when required by them.
16. The Board of Trustees and the employer shall file such returns monthly/annually as may be prescribed by the Employees' Provident Fund Organisation within the specified time limit, failing which it will be deemed as a default and the Board of Trustees and employer will jointly and separately be liable for suitable penal action by the Employees' Provident Fund Organisation.
17. The Board of Trustees shall invest the monies of the provident fund as per the directions of the Government from time to time. Failure to make investments as per directions of the Government shall make the Board of Trustees separately and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.
18. (a) The securities shall be obtained in the name of Trust. The securities so obtained should be in dematerialized (DEMAT) form and in case the required facility is not available in the areas where the trust operates the Board of Trustees shall inform the Regional Provident Fund Commissioner concerned about the same.
- (b) The Board of Trustees shall maintain a script wise register and ensure timely realization of interest.
- (c) The DEMAT Account should be opened through depository participants approved by Reserve Bank of India and Central Government in accordance with the instructions issued by the Central Government in this regard.
- (d) The cost of maintaining DEMAT account should be treated as incidental cost of investment by the Trust. Also all types of cost of investments like brokerage for purchase of securities etc. shall be treated as incidental cost of investment by the Trust.
19. All such investments made like purchase of securities and bonds, should be lodged in the safe custody of depository participants approved by Reserve Bank of India and Central Government, who shall be the custodian of the same. On closure of establishment or liquidation or cancellation of exemption from EPF Scheme, 1952 such custodian shall transfer the investment obtained in the name of the Trust and standing in its credit to the Regional PF Commissioner concerned directly on receipt of request from the Regional PF Commissioner concerned to that effect.
20. The establishment shall intimate to the Regional P.F. Commissioner concerned the details of depository participants (approved by RBI and Central Government), with whom and in whose safe custody, the investments made in the name of trust, viz., investments made in securities, bonds, etc. have been lodged. However, the Board of Trustees may raise such sum of sums of money as may be required for meeting obligatory expenses such as settlement of claims,

grant of advances as per rules and transfer of member's PF accumulations in the event of his/her leaving service of the employer and any other receipts by sale of the securities or other investments standing in the name of the Fund subject to the prior approval of the Regional PF Commissioner.

21. Any commission, incentive, bonus or other pecuniary rewards given by any financial or other institutions for the investments made by the Trust should be credited to its account.

22. The employer and the members of the Board of Trustees, shall furnish a written undertaking agreeing to abide by the conditions and this shall be legally binding on the employer and the Board of Trustees, including their successors and assignees.

23. The employer and the Board of Trustees shall also give an undertaking to transfer the funds promptly within the time limit prescribed by the concerned RPFC in the event of cancellation of relaxation. This shall be legally binding on them and will make them liable for prosecution in the event of any delay in the transfer of funds.

24. (a) The account of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent chartered accountant annually. Where considered necessary the EPFO shall have the right to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the employer.

(b) A copy of the Auditor's report alongwith the audited balance sheet should be submitted to this office by the Auditors directly within six months after the closing of the financial year from 1st April to 31st March. The format of the balance sheet and the information to be furnished in the report shall be prescribed by the Employees' Provident fund Organisation and made available with the RPFC office in electronic format as well as a signed hard copy.

(c) The same auditors should not be appointed for two consecutive years and not more than the relaxation withdrawn from the first day of the next succeeding financial year.

25. Any loss for the three consecutive financial years or erosion in the capital base shall have the relaxation withdrawn from the first day of the next succeeding financial year.

26. The employer shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time to time direct under clause (a) of sub-section (3) of Section 17 of the Act within 15 days from the close of every month.

27. In the event of any violation of the conditions for grant of relaxation, by the employer or the Board of Trustees, the relaxation granted shall be cancelled after issuing a show cause notice in this regard to the concerned persons.

28. In the event of any loss to the trust as a result of any fraud, defalcation, wrong investment decisions etc. the employer shall be liable to make good the loss.

29. In case of any change of legal status of the establishment as a result of merger, de-merger, acquisition, sale, amalgamation, formation of a subsidiary, whether wholly owned or not etc., the relaxation granted shall stand revoked and the establishment should promptly report the matter for grant of fresh relaxation.

30. In case there are more than one unit/establishment participating in the common Provident Fund Trust, all the trustees shall be jointly and separately liable/responsible for any default committed by any of the trustees/employer of any of the participating units and the RPFC shall take suitable legal action against all the trustees of the common Provident Fund Trust.

31. In case of takeover of the exempted Trust Fund, estimated net present value of the loss due to differential interest should be recovered from the establishment.

32. The Central Government may lay down further conditions for continuation of exemption of the establishment and the establishment shall be bound to comply with these additional conditions as and when the same are communicated.

नई दिल्ली, 25 अप्रैल, 2016

का. आ. 745.—जबकि मैसर्स मोदी केयर लिमिटेड (कोड संख्या यूपी/6500 के अंतर्गत) (एतदुपरांत प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरांत अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्रीय सरकार के विचार में, अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कर्मचारियों के लिए कम उपयुक्त नहीं हैं और कर्मचारी उक्त अधिनियम अथवा कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरांत योजना के रूप में संदर्भित) के अंतर्गत सदृश स्वरूप के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में दी जाने वाली अन्य भविष्य निधि प्रसुविधाओं का भी लाभ उठा रहे हैं।

3. अतः, अब, केन्द्र सरकार, उक्त अधिनियम की धारा 17 की उप धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना के साथ सन्लग्न शर्तों के अध्याधीन उक्त प्रतिष्ठान को अगली अधिसूचना तक 01.10.1980 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/65/2009-एसएस-II]

सुभाष कुमार, अवर सचिव

अनुबंध

कर्मचारी भविष्य निधि योजना, 1952 के उपबंधों से छूट प्रदान करने संबंधी शर्तें

1. नियोक्ता समय-समय पर केन्द्रीय सरकार अथवा केन्द्रीय भविष्य निधि आयुक्त, जैसी भी स्थिति हो, द्वारा दिए जाने वाले ऐसे निदेशों के अनुसार भविष्य निधि के प्रबंधन हेतु अपनी अध्यक्षता में एक न्यासी बोर्ड गठित करेगा। भविष्य निधि न्यासी बोर्ड में विहित होगी जो अन्य बातों के साथ-साथ कर्मचारी भविष्य निधि संगठन के प्रति भविष्य निधि में प्राप्तियों और उसमें से भुगतान के उचित लेखों और उनकी अभिरक्षा में शेष राशि के लिए उत्तरदायी होगा। इस प्रयोजनार्थ, "नियोक्ता" से:-
 - (i) किसी प्रतिष्ठान, जो एक कारखाना हो, उसके संबंध में, कारखाने का स्वामी अथवा अधिष्ठाता अभिप्रेत होगा; और
 - (ii) किसी अन्य प्रतिष्ठान के संबंध में, वह व्यक्ति, अथवा प्राधिकारी अभिप्रेत होगा, जिसका उस प्रतिष्ठान के कामकाज पर अंतिम नियंत्रण हो।
2. न्यासी बोर्ड हरेक तिमाही में कम से कम एक बार बैठक करेगा और वह केन्द्र सरकार/केन्द्रीय भविष्य निधि आयुक्त (सीपीएफसी) अथवा उसके द्वारा प्राधिकृत किसी अधिकारी द्वारा समय समय पर जारी किए जाने वाले दिशानिर्देशों के अनुसार कार्य करेगा।
3. अधिनियम की धारा 2(च) में यथा परिभाषित सभी कर्मचारी, जो भविष्य निधि के सदस्य बनने के पात्र रहें हैं, यदि प्रतिष्ठान को छूट प्रदान नहीं की होती, उन्हें सदस्यों के रूप में नामांकित किया जाएगा।
4. जहां कोई कर्मचारी जो पहले ही किसी अन्य छूट-प्राप्त प्रतिष्ठान के किसी कर्मचारी भविष्य निधि अथवा भविष्य निधि का सदस्य हो, उसे उसके प्रतिष्ठान में नियोजित किया जाता है, तो नियोक्ता उसे तत्काल निधि के सदस्य के रूप में नामांकित करेगा। नियोक्ता ऐसे कर्मचारी के भविष्य निधि खाते में उसके पहले नियोक्ता से संचय राशियां अंतरित और जमा करवाने की भी व्यवस्था करेगा।
5. नियोक्ता भविष्य निधि को उसके द्वारा और कर्मचारी के द्वारा समय-समय पर अधिनियम के अंतर्गत निर्धारित दर से देय अंशदान को, जिस माह के लिए अंशदान देय हों उसके बाद के माह की 15 तारीख तक न्यासी बोर्ड को अंतरित करेगा। नियोक्ता न्यासी बोर्ड को किन्हीं देयों के भुगतान में किसी विलम्ब के लिए अधिनियम की धारा 7 थ के उपबंधों के अनुसार साधारण व्याज अदा करने का दायी होगा।
6. नियोक्ता भविष्य निधि के प्रशासन के सभी व्यय वहन करेगा और चोरी, डकैती, गबन, दुर्विनियोग अथवा किसी अन्य कारण से भविष्य निधि को हो सकने वाले किसी घाटे की भी भरपाई करेगा।
7. न्यासी बोर्ड द्वारा घोषित व्याज में किसी कमी को भी नियोक्ता द्वारा पूरा किया जाना होगा और उसे सांविधिक सीमा तक लाना होगा।
8. नियोक्ता जब कभी नियम संशोधित किए जाएं, समुचित प्राधिकारी द्वारा यथा अनुमोदित, निधि के नियमों की एक प्रति अधिसंख्यक कर्मचारियों की भाषा में उनके अनुवाद सहित प्रतिष्ठान के सूचना पट पर प्रदर्शित करेगा।

9. प्रतिष्ठान के भविष्य निधि नियमों के अंतर्गत निर्धारित देय अंशदान की दर, अग्रिम की शर्तें और मात्रा तथा अन्य मामले और सदस्य के मासिक चालू शेष पर संगणित और न्यासी बोर्ड द्वारा घोषित, प्रत्येक सदस्य के खाते में जमा किया गया ब्याज, अधिनियम और उसके अंतर्गत निर्मित योजना में निर्धारित विभिन्न उपबंधों के अंतर्गत केन्द्र सरकार द्वारा घोषित दर से कम नहीं होगा।
10. योजना में कोई संशोधन, जो प्रतिष्ठान के विद्यमान नियमों की तुलना में कर्मचारियों के लिए अधिक लाभदायक हो, उसे न्यास के नियमों में औपचारिक संशोधन के लंबित रहते उन पर स्वतः लागू किया जाएगा।
11. नियोक्ता द्वारा नियमों में कोई भी संशोधन क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के बिना नहीं किया जाएगा। क्षेत्रीय भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना रुख स्पष्ट करने का वाजिब अवसर देगा।
12. निकासी, अग्रिम और अंतरण के सभी दावे कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित अधिकतम समय सीमा के भीतर, शीघ्रता से निपटाए जाएंगे।
13. न्यासी बोर्ड प्रत्येक कर्मचारी के संबंध में जमा किए गए अंशदान, निकासी और ब्याज दर्शाने के लिए विस्तारित लेखों का रख-रखाव करेगा। ऐसे अभिलेखों का रख-रखाव अधिमानतः इलैक्ट्रॉनिक रूप से रखा जाएगा। प्रतिष्ठान आवधिक रूप से जब कभी केन्द्रीय भविष्य निधि आयुक्त/क्षेत्रीय भविष्य निधि आयुक्त द्वारा निदेश दिया जाए, सदस्यों के लेखों को इलैक्ट्रॉनिक रूप से सम्प्रेषित करेंगे।
14. न्यासी बोर्ड वर्ष में एक बार वित्तीय/लेखा वर्ष के समाप्त होने के छः माह के भीतर प्रत्येक कर्मचारी को निःशुल्क लेखों का वार्षिक विवरण अथवा पासबुक जारी करेगा। जब कभी सदस्य चाहें, अतिरिक्त प्रिंटआउट नाममात्र के प्रभार के साथ उपलब्ध कराए जा सकते हैं। पासबुक के मामले में वह कर्मचारी के पास रहेगी जिसे प्रस्तुत किए जाने पर न्यासियों द्वारा आवधिक रूप से अद्यतन किया जाएगा।
15. नियोक्ता सभी सदस्यों को उनकी आवश्यकतानुसार कम्प्यूटर टर्मिनलों से अपने खाते में पड़ी शेष राशि को देखने के समर्थ बनाने के लिए आवश्यक प्रावधान करेंगे।
16. न्यासी बोर्ड और नियोक्ता कर्मचारी भविष्य निधि संगठन द्वारा यथा विहित रूप में ये विवरणियां विनिर्दिष्ट समय सीमा के भीतर मासिक/वार्षिक रूप से दायर करेंगे, जिसे न करने पर इसे चूक माना जाएगा तथा न्यासी बोर्ड और नियोक्ता संयुक्त रूप से और अलग-अलग, कर्मचारी भविष्य निधि संगठन द्वारा की जाने वाली उपयुक्त दाण्डिक कार्रवाई के भागी होंगे।
17. न्यासी बोर्ड समय-समय पर सरकार के निर्देशों के अनुसार भविष्य निधि के पैसे का निवेश करेगा। सरकार के निर्देशों के अनुसार निवेश करने में असफल होने पर न्यासी बोर्ड अलग-अलग और संयुक्त रूप से केन्द्रीय भविष्य निधि आयुक्त या उसके प्रतिनिधि द्वारा यथा अधिरोपित अधिशुल्क का भागी बन जाएगा।
18. (क) प्रतिभूतियां न्यास के नाम से प्राप्त की जाएंगी। इस प्रकार प्राप्त की गई प्रतिभूतियां अभौतिक (डीमेट) रूप में होनी चाहिए तथा न्यास के कार्यचालित रहने वाले क्षेत्रों में अपेक्षित सुविधा के उपलब्ध न होने की स्थिति में न्यासी बोर्ड संबंधित क्षेत्रीय भविष्य निधि आयुक्त को इसकी सूचना देंगे।
(ख) न्यासी बोर्ड लिपि-वार रजिस्टर बनाएगा तथा ब्याज की समय पर उगाही सुनिश्चित करेगा।
(ग) डीमेट खाता इस संबंध में केन्द्रीय सरकार द्वारा जारी अनुदेशों के अनुसार भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों के माध्यम से खोला जाए।
(घ) डीमेट खाते का खर्च न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय व्यय माना जाए। प्रतिभूतियों आदि की खरीद की दलाली जैसे निवेशों के सभी प्रकार के खर्चों को भी न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाएगा।
19. प्रतिभूतियों और बाण्डों की खरीद जैसे ऐसे सभी निवेश भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों की सुरक्षा अभिरक्षा में दर्ज किए जाएं, जो इसके संरक्षक होंगे। स्थापना की बंदी या परिसमापन या कर्मचारी भविष्य निधि, 1952 से छूट पर यह संरक्षक, न्यास के नाम पर प्राप्त तथा अपने जमा में पड़े निवेश को संबंधित क्षेत्रीय भविष्य निधि आयुक्त के, इस आशय के, अनुरोध पर संबंधित क्षेत्रीय भविष्य निधि आयुक्त को सीधे अंतरित करेगा।

20. स्थापना संबंधित क्षेत्रीय भविष्य निधि आयुक्त को उन निक्षेपागार प्रतिभागियों (भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित) के विवरण से सूचित करेगी, जिनके पास तथा जिनकी सुरक्षा अभिरक्षा में न्यास के नाम पर किए गए निवेश अर्थात् प्रतिभूतियों, बाण्डों आदि में किए गए निवेश दर्ज किए गए हैं। तथापि, न्यासी बोर्ड उस धनराशि की उगाही कर सकता है, जो दावों के निपटान, नियमानुसार अग्रिमों की मंजूरी और नियोक्ता की सेवा छोड़ने की स्थिति में सदस्य के भविष्य निधि संचयन के अंतरण और प्रतिभूतियों की बिक्री द्वारा अन्य किसी प्राप्तियों अथवा क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के शर्ताधीन निधि के नाम में पड़े अन्य निवेशों जैसे बाध्यकारी व्ययों को पूरा करने के लिए अपेक्षित हों।

21. न्यास द्वारा किए गए निवेशों के लिए किसी वित्तीय या अन्य संस्थाओं द्वारा दिए जाने वाले किसी कमीशन, प्रोत्साहन, बोनस या अन्य आर्थिक लाभ इसके खाते में डाले जाएंगे।

22. नियोक्ता और न्यासी बोर्ड के सदस्य शर्तों का पालन करने की सहमति देते हुए लिखित वचन देंगे तथा यह वैधिक रूप से नियोक्ता और न्यासी बोर्ड के उत्तराधिकारियों और समनुदेशितों पर उनके साथ-साथ बाध्यकारी होगा।

23. नियोक्ता और न्यासी बोर्ड छूट के रद्द होने की स्थिति में संबंधित क्षेत्रीय भविष्य निधि आयुक्त द्वारा विहित समय सीमा के भीतर तत्काल निधियों का अंतरण करने का वचन भी देगा। यह उन पर कानूनी रूप से बाध्यकारी होगा तथा उन्हें निधियों के अंतरण में कोई विलंब होने की स्थिति में अभियोजन का भागी बनाएगा।

24. (क) न्यासी बोर्ड द्वारा अनुरक्षित भविष्य निधि खाता किसी योग्य स्वतंत्र चार्टर्ड लेखाकार द्वारा वार्षिक रूप से लेखा-परीक्षा करने के शर्ताधीन होगा। जहां भी आवश्यक समझा जाए, वहां कर्मचारी भविष्य निधि संगठन को अधिकार होगा कि यह किसी अन्य योग्य लेखा-परीक्षक द्वारा खातों की लेखा-परीक्षा कराए तथा इस प्रकार हुए खर्च नियोक्ता द्वारा वहन किए जाएंगे।

(ख) लेखा-परीक्षकों द्वारा वित्तीय वर्ष अर्थात् 1 अप्रैल से 31 मार्च तक की समाप्ति के बाद छह महीने के भीतर लेखा-परीक्षित तुलन-पत्र सहित लेखा-परीक्षक की रिपोर्ट की प्रति सीधे इस कार्यालय में प्रस्तुत की जाए। तुलन-पत्र का प्रारूप और इस रिपोर्ट में प्रस्तुत की जाने वाली जानकारी कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित की जाएगी तथा संबंधित क्षेत्रीय भविष्य निधि आयुक्त के कार्यालय में इलैक्ट्रॉनिक प्रारूप के साथ हस्ताक्षरित प्रतिलिपि में उपलब्ध कराई जाएगी।

(ग) एक ही लेखा-परीक्षकों को लगातार दो वर्ष के लिए तथा अगले वित्तीय वर्ष के पहले दिन से मिली छूट से अधिक के लिए नियुक्त न किया जाए।

25. लगातार तीन वित्तीय वर्षों तक कोई हानि या पूंजी आधार में कटौती को अगले वित्तीय वर्ष के पहले दिन से मिली छूट प्राप्त होगी।

26. नियोक्ता प्रत्येक माह की समाप्ति से 15 दिन के भीतर निरीक्षण हेतु ऐसी सुविधाओं का प्रावधान करेगा तथा ऐसे निरीक्षण प्रभागों का भुगतान करेगा जो केन्द्रीय सरकार द्वारा अधिनियम की धारा 17 के उप-खण्ड (3) के खण्ड(क) के अंतर्गत समय-समय पर दिए निर्देशों के अनुसार हों।

27. न्यासी बोर्ड या नियोक्त द्वारा छूट देने के लिए शर्तों के किसी उल्लंघन की स्थिति में दी गई छूट संबंधित व्यक्ति को इस संबंध में कारण बताओ नोटिस जारी करने के बाद रद्द कर दी जाएगी।

28. किसी भी धोखे, गबन, गलत निवेश निर्णयों आदि के फलस्वरूप ट्रस्ट को हुए किसी भी नुकसान की स्थिति में नियोक्ता नुकसान पूरा करने का भागी होगा।

29. किसी विलय, अविलय, अभिग्रहण, बिक्री, एकीकरण, सहायक कंपनी का गठन चाहे पूर्णतः स्वामित्व वाली हो या नहीं इत्यादि के फलस्वरूप यदि प्रतिष्ठान की कानूनी स्थिति में कोई भी बदलाव होता है तो दी गई छूट निरस्त होगी एवं प्रतिष्ठान को तुरंत नई छूट देने के लिए मामले की रिपोर्ट करनी चाहिए।

30. एक ही भविष्य निधि ट्रस्ट में एक से अधिक इकाई/प्रतिष्ठानों के भाग लेने की स्थिति में भाग लेने वाली इकाईयों के किसी भी ट्रस्टी/नियोक्ता द्वारा कोई भी चूक होने पर सभी ट्रस्टी संयुक्त रूप से एवं अलग से जिम्मेदार/उत्तरदायी होंगे और आरपीएफसी आम भविष्य निधि ट्रस्ट के सभी न्यासियों के विरुद्ध उपयुक्त कानूनी कार्यवाई करेगा।

31. छूट प्राप्त न्यास निधि के अधिग्रहण के मामले में, अंतरीय व्याज के कारण हानि के अनुमानित निवल वर्तमान मूल्य की वसूली प्रतिष्ठान से की जानी चाहिए।

32. केन्द्र सरकार प्रतिष्ठान की छूट की निरंतरता के लिए शर्तों को बढ़ा सकती है और जब भी इनको संप्रेषित किया जाएगा ये प्रतिष्ठान इन अतिरिक्त शर्तों का अनुपालन करने के लिए बाध्य होंगे।

New Delhi, the 25th April, 2016

S.O. 745.— Whereas M/s. Modi Care Ltd. [under Code No. UP/6500] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions annexed with this notification, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01.10.1980 until further notification.

[No.S-35015/65/2009-SS-II]
SUBHASH KUMAR, Under Secy.

ANNEXURE

CONDITIONS FOR GRANT OF EXEMPTION FROM THE PROVISIONS OF EMPLOYEES PROVIDENT FUND SCHEME, 1952

1. The employer shall establish a Board of Trustees under his Chairmanship for the management of the Provident Fund according to such directions as may be given by the Central Government or the Central Provident Fund Commissioner, as the case may be, from time to time. The provident fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees' Provident Funds Organisation, inter alia, for proper accounts of the receipts into and payment from the Provident Fund and the balance in their custody. For this purpose, the "employer" shall mean:-

(i) In relation to an establishment, which is a factory, the owner or occupier of the factory: and

(ii) In relation to any other establishment, the person who, or the authority, that has the ultimate control over the affairs of the establishment.

2. The Board of Trustees shall meet at least once in every three months and shall function in accordance with the guidelines that may be issued from time to time by the Central Government/Central Provident Fund Commissioner(CPFC) or an officer authorized by him.

3. All employees' as defined in section 2(f) of the act, who have been eligible to become members of the Provident Fund' had the establishment not been granted exemption, shall be enrolled as members.

4. Where an employee who is already a member of Employees' Provident fund or a Provident Fund of any other exempted establishment is employed in his establishment, the employer shall immediately enroll him as a member of the fund. The employer should also arrange to have the accumulations in the Provident Fund account of such employee with his previous employer transferred and credited into his account.

5. The employer shall transfer to the Board of Trustees the contributions payable to the Provident Fund by himself and employees at the rate prescribed under the act from time to time by the 15th of each month following the month for which the contributions are payable. The employer shall be liable to pay simple interest in terms of the provisions of Section 7Q of the Act for any delay in payment of any dues towards the Board of Trustees.

6. The employer shall bear all the expenses of the administration of Provident Fund and also make good any other loss that may be caused to the Provident Fund due to theft, burglary, defalcation, misappropriation or any other reason.

7. Any deficiency in the interest declared by the Board of Trustees is to be made good by the employer to bring it up to the statutory limit.

8. The employer shall display on the notice board of the establishment, a copy of the rules of the funds as approved by the appropriate authority and as and when amended thereto along with a translation in the language of the majority of the employees.

9. The rate of contributions payable, the conditions and quantum of advances and other matters laid down under the provident fund rules of the establishment and the interest credited to the account of each member, calculated on the monthly running balance of the member and declared by the Board of Trustees shall not be lower than those declared by the Central government under the various provisions prescribed in the Act and Scheme framed thereunder.
10. Any amendment to the Scheme, which is more beneficial to the employees than the existing rules of the establishment, shall be made applicable to them automatically pending formal amendment of the Rules of the Trust.
11. No amendment in the rules shall be made by the employer without the prior approval of the Regional Provident Fund Commissioner. The Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.
12. All claims for withdrawals, advances and transfers should be settled expeditiously, within the maximum time frame prescribed by the Employees' Provident Fund Organisation.
13. The Board of Trustees shall maintain detailed accounts to show the contributions credited withdrawal and interest in respect of each employee. The maintenance of such records should preferably be done electronically. The establishments should periodically transmit the details of members' accounts electronically as and when directed by the Central Provident Commissioner/Regional Provident Fund Commissioner.
14. The Board of Trustees shall issue an annual statement of accounts or pass books to every employee within six months of the close of financial/accounting year free of cost once in the year. Additional printouts can be made available as and when the members want, subject to nominal charges. In case of passbook, the same shall remain in custody of employee to be updated periodically by the Trustees when presented to them.
15. The employer shall make necessary provisions to enable all the members to be able to see their account balance from the computer terminals as and when required by them.
16. The Board of Trustees and the employer shall file such returns monthly/annually as may be prescribed by the Employees' Provident Fund Organisation within the specified time limit, failing which it will be deemed as a default and the Board of Trustees and employer will jointly and separately be liable for suitable penal action by the Employees' Provident Fund Organisation.
17. The Board of Trustees shall invest the monies of the provident fund as per the directions of the Government from time to time. Failure to make investments as per directions of the Government shall make the Board of Trustees separately and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.
18. (a) The securities shall be obtained in the name of Trust. The securities so obtained should be in dematerialized (DEMAT) form and in case the required facility is not available in the areas where the trust operates the Board of Trustees shall inform the Regional Provident Fund Commissioner concerned about the same.
- (b) The Board of Trustees shall maintain a script wise register and ensure timely realization of interest.
- (c) The DEMAT Account should be opened through depository participants approved by Reserve Bank of India and Central Government in accordance with the instructions issued by the Central Government in this regard.
- (d) The cost of maintaining DEMAT account should be treated as incidental cost of investment by the Trust. Also all types of cost of investments like brokerage for purchase of securities etc. shall be treated as incidental cost of investment by the Trust.
19. All such investments made like purchase of securities and bonds, should be lodged in the safe custody of depository participants approved by Reserve Bank of India and Central Government, who shall be the custodian of the same. On closure of establishment or liquidation or cancellation of exemption from EPF Scheme, 1952 such custodian shall transfer the investment obtained in the name of the Trust and standing in its credit to the Regional PF Commissioner concerned directly on receipt of request from the Regional PF Commissioner concerned to that effect.
20. The establishment shall intimate to the Regional P.F. Commissioner concerned the details of depository participants (approved by RBI and Central Government), with whom and in whose safe custody, the investments made in the name of trust, viz., investments made in securities, bonds, etc. have been lodged. However, the Board of Trustees may raise such sum of sums of money as may be required for meeting obligatory expenses such as settlement of claims, grant of advances as per rules and transfer of member's PF accumulations in the event of his/her leaving service of the

employer and any other receipts by sale of the securities or other investments standing in the name of the Fund subject to the prior approval of the Regional PF Commissioner.

21. Any commission, incentive, bonus or other pecuniary rewards given by any financial or other institutions for the investments made by the Trust should be credited to its account.

22. The employer and the members of the Board of Trustees, shall furnish a written undertaking agreeing to abide by the conditions and this shall be legally binding on the employer and the Board of Trustees, including their successors and assignees.

23. The employer and the Board of Trustees shall also give an undertaking to transfer the funds promptly within the time limit prescribed by the concerned RPFC in the event of cancellation of relaxation. This shall be legally binding on them and will make them liable for prosecution in the event of any delay in the transfer of funds.

24. (a) The account of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent chartered accountant annually. Where considered necessary the EPFO shall have the right to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the employer.

(b) A copy of the Auditor's report alongwith the audited balance sheet should be submitted to this office by the Auditors directly within six months after the closing of the financial year from 1st April to 31st March. The format of the balance sheet and the information to be furnished in the report shall be prescribed by the Employees' Provident fund Organisation and made available with the RPFC office in electronic format as well as a signed hard copy.

(c) The same auditors should not be appointed for two consecutive years and not more than the relaxation withdrawn from the first day of the next succeeding financial year.

25. Any loss for the three consecutive financial years or erosion in the capital base shall have the relaxation withdrawn from the first day of the next succeeding financial year.

26. The employer shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time to time direct under clause (a) of sub-section (3) of Section 17 of the Act within 15 days from the close of every month.

27. In the event of any violation of the conditions for grant of relaxation, by the employer or the Board of Trustees, the relaxation granted shall be cancelled after issuing a show cause notice in this regard to the concerned persons.

28. In the event of any loss to the trust as a result of any fraud, defalcation, wrong investment decisions etc. the employer shall be liable to make good the loss.

29. In case of any change of legal status of the establishment as a result of merger, de-merger, acquisition, sale, amalgamation, formation of a subsidiary, whether wholly owned or not etc., the relaxation granted shall stand revoked and the establishment should promptly report the matter for grant of fresh relaxation.

30. In case there are more than one unit/establishment participating in the common Provident Fund Trust, all the trustees shall be jointly and separately liable/responsible for any default committed by any of the trustees/employer of any of the participating units and the RPFC shall take suitable legal action against all the trustees of the common Provident Fund Trust.

31. In case of takeover of the exempted Trust Fund, estimated net present value of the loss due to differential interest should be recovered from the establishment.

32. The Central Government may lay down further conditions for continuation of exemption of the establishment and the establishment shall be bound to comply with these additional conditions as and when the same are communicated.

नई दिल्ली, 25 अप्रैल, 2016

का. आ. 746.—जबकि मैसर्स नर्मदा हाइड्रोइलेक्ट्रिक डेवलपमेंट कॉर्पोरेशन लिमिटेड (भोपाल उपक्षेत्र में कोड संख्या एमपी/13163 के अंतर्गत) (एतदुपरांत प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरांत अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्रीय सरकार के विचार में, अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कर्मचारियों के लिए कम उपयुक्त नहीं हैं और कर्मचारी उक्त अधिनियम अथवा कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरांत योजना के रूप में संदर्भित) के अंतर्गत सदृश स्वरूप के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में दी जाने वाली अन्य भविष्य निधि प्रसुविधाओं का भी लाभ उठा रहे हैं।

3. अतः, अब, केन्द्र सरकार, उक्त अधिनियम की धारा 17 की उप धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना के साथ सन्लग्न शर्तों के अध्याधीन उक्त प्रतिष्ठान को अगली अधिसूचना तक 01.12.2011 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/34/2015-एसएस-II]

सुभाष कुमार, अवर सचिव

अनुबंध

कर्मचारी भविष्य निधि योजना, 1952 के उपबंधों से छूट प्रदान करने संबंधी शर्तें

1. नियोक्ता समय-समय पर केन्द्रीय सरकार अथवा केन्द्रीय भविष्य निधि आयुक्त, जैसी भी स्थिति हो, द्वारा दिए जाने वाले ऐसे निदेशों के अनुसार भविष्य निधि के प्रबंधन हेतु अपनी अध्यक्षता में एक न्यासी बोर्ड गठित करेगा। भविष्य निधि न्यासी बोर्ड में विहित होगी जो अन्य बातों के साथ-साथ कर्मचारी भविष्य निधि संगठन के प्रति भविष्य निधि में प्राप्तियों और उसमें से भुगतान के उचित लेखों और उनकी अभिरक्षा में शेष राशि के लिए उत्तरदायी होगा। इस प्रयोजनार्थ, "नियोक्ता" से:-

- (i) किसी प्रतिष्ठान, जो एक कारखाना हो, उसके संबंध में, कारखाने का स्वामी अथवा अधिष्ठाता अभिप्रेत होगा; और
- (ii) किसी अन्य प्रतिष्ठान के संबंध में, वह व्यक्ति, अथवा प्राधिकारी अभिप्रेत होगा, जिसका उस प्रतिष्ठान के कामकाज पर अंतिम नियंत्रण हो।

2. न्यासी बोर्ड हरेक तिमाही में कम से कम एक बार बैठक करेगा और वह केन्द्र सरकार/केन्द्रीय भविष्य निधि आयुक्त (सीपीएफसी) अथवा उसके द्वारा प्राधिकृत किसी अधिकारी द्वारा समय समय पर जारी किए जाने वाले दिशानिर्देशों के अनुसार कार्य करेगा।

3. अधिनियम की धारा 2(च) में यथा परिभाषित सभी कर्मचारी, जो भविष्य निधि के सदस्य बनने के पात्र रहें हैं, यदि प्रतिष्ठान को छूट प्रदान नहीं की होती, उन्हें सदस्यों के रूप में नामांकित किया जाएगा।

4. जहां कोई कर्मचारी जो पहले ही किसी अन्य छूट-प्राप्त प्रतिष्ठान के किसी कर्मचारी भविष्य निधि अथवा भविष्य निधि का सदस्य हो, उसे उसके प्रतिष्ठान में नियोजित किया जाता है, तो नियोक्ता उसे तत्काल निधि के सदस्य के रूप में नामांकित करेगा। नियोक्ता ऐसे कर्मचारी के भविष्य निधि खाते में उसके पहले नियोक्ता से संचय राशियां अंतरित और जमा करवाने की भी व्यवस्था करेगा।

5. नियोक्ता भविष्य निधि को उसके द्वारा और कर्मचारी के द्वारा समय-समय पर अधिनियम के अंतर्गत निर्धारित दर से देय अंशदान को, जिस माह के लिए अंशदान देय हों उसके बाद के माह की 15 तारीख तक न्यासी बोर्ड को अंतरित करेगा। नियोक्ता न्यासी बोर्ड को किन्हीं देयों के भुगतान में किसी विलम्ब के लिए अधिनियम की धारा 7 थ के उपबंधों के अनुसार साधारण ब्याज अदा करने का दायी होगा।

6. नियोक्ता भविष्य निधि के प्रशासन के सभी व्यय वहन करेगा और चोरी, डकैती, गबन, दुर्विनियोग अथवा किसी अन्य कारण से भविष्य निधि को हो सकने वाले किसी घाटे की भी भरपाई करेगा।

7. न्यासी बोर्ड द्वारा घोषित ब्याज में किसी कमी को भी नियोक्ता द्वारा पूरा किया जाना होगा और उसे सांविधिक सीमा तक लाना होगा।

8. नियोक्ता जब कभी नियम संशोधित किए जाएं, समुचित प्राधिकारी द्वारा यथा अनुमोदित, निधि के नियमों की एक प्रति अधिसंख्यक कर्मचारियों की भाषा में उनके अनुवाद सहित प्रतिष्ठान के सूचना पट पर प्रदर्शित करेगा।

9. प्रतिष्ठान के भविष्य निधि नियमों के अंतर्गत निर्धारित देय अंशदान की दर, अग्रिम की शर्तें और मात्रा तथा अन्य मामले और सदस्य के मासिक चालू शेष पर संगणित और न्यासी बोर्ड द्वारा घोषित, प्रत्येक सदस्य के खाते में जमा किया गया

व्याज, अधिनियम और उसके अंतर्गत निर्मित योजना में निर्धारित विभिन्न उपबंधों के अंतर्गत केन्द्र सरकार द्वारा घोषित दर से कम नहीं होगा।

10. योजना में कोई संशोधन, जो प्रतिष्ठान के विद्यमान नियमों की तुलना में कर्मचारियों के लिए अधिक लाभदायक हो, उसे न्यास के नियमों में औपचारिक संशोधन के लंबित रहते उन पर स्वतः लागू किया जाएगा।

11. नियोक्ता द्वारा नियमों में कोई भी संशोधन क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के बिना नहीं किया जाएगा। क्षेत्रीय भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना रुख स्पष्ट करने का वाजिब अवसर देगा।

12. निकासी, अग्रिम और अंतरण के सभी दावे कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित अधिकतम समय-सीमा के भीतर, शीघ्रता से निपटाए जाएंगे।

13. न्यासी बोर्ड प्रत्येक कर्मचारी के संबंध में जमा किए गए अंशदान, निकासी और व्याज दशानि के लिए विस्तारित लेखों का रख-रखाव करेगा। ऐसे अभिलेखों का रख-रखाव अधिमानतः इलैक्ट्रॉनिक रूप से रखा जाएगा। प्रतिष्ठान आवधिक रूप से जब कभी केन्द्रीय भविष्य निधि आयुक्त/क्षेत्रीय भविष्य निधि आयुक्त द्वारा निदेश दिया जाए, सदस्यों के लेखों को इलैक्ट्रॉनिक रूप से सम्प्रेषित करेंगे।

14. न्यासी बोर्ड वर्ष में एक बार वित्तीय/लेखा वर्ष के समाप्त होने के छः माह के भीतर प्रत्येक कर्मचारी को निःशुल्क लेखों का वार्षिक विवरण अथवा पासबुक जारी करेगा। जब कभी सदस्य चाहें, अतिरिक्त प्रिंटआउट नाममात्र के प्रभार के साथ उपलब्ध कराए जा सकते हैं। पासबुक के मामले में वह कर्मचारी के पास रहेगी जिसे प्रस्तुत किए जाने पर न्यासियों द्वारा आवधिक रूप से अद्यतन किया जाएगा।

15. नियोक्ता सभी सदस्यों को उनकी आवश्यकतानुसार कम्प्यूटर टर्मिनलों से अपने खाते में पड़ी शेष राशि को देखने के समर्थ बनाने के लिए आवश्यक प्रावधान करेंगे।

16. न्यासी बोर्ड और नियोक्ता कर्मचारी भविष्य निधि संगठन द्वारा यथा विहित रूप में ये विवरणियां विनिर्दिष्ट समय सीमा के भीतर मासिक/वार्षिक रूप से दायर करेंगे, जिसे न करने पर इसे चूक माना जाएगा तथा न्यासी बोर्ड और नियोक्ता संयुक्त रूप से और अलग-अलग, कर्मचारी भविष्य निधि संगठन द्वारा की जाने वाली उपयुक्त दायित्व कार्यवाई के भागी होंगे।

17. न्यासी बोर्ड समय-समय पर सरकार के निर्देशों के अनुसार भविष्य निधि के पैसे का निवेश करेगा। सरकार के निर्देशों के अनुसार निवेश करने में असफल होने पर न्यासी बोर्ड अलग-अलग और संयुक्त रूप से केन्द्रीय भविष्य निधि आयुक्त या उसके प्रतिनिधि द्वारा यथा अधिरोपित अधिशुल्क का भागी बन जाएगा।

18. (क) प्रतिभूतियां न्यास के नाम से प्राप्त की जाएंगी। इस प्रकार प्राप्त की गई प्रतिभूतियां अभौतिक (डीमेट) रूप में होनी चाहिए तथा न्यास के कार्यचालित रहने वाले क्षेत्रों में अपेक्षित सुविधा के उपलब्ध न होने की स्थिति में न्यासी बोर्ड संबंधित क्षेत्रीय भविष्य निधि आयुक्त को इसकी सूचना देगा।

(ख) न्यासी बोर्ड लिपि-वार रजिस्टर बनाएगा तथा व्याज की समय पर उगाही सुनिश्चित करेगा।

(ग) डीमेट खाता इस संबंध में केन्द्रीय सरकार द्वारा जारी अनुदेशों के अनुसार भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों के माध्यम से खोला जाए।

(घ) डीमेट खाते का खर्च न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय व्यय माना जाए। प्रतिभूतियों आदि की खरीद की दलाली जैसे निवेशों के सभी प्रकार के खर्चों को भी न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाएगा।

19. प्रतिभूतियों और बाण्डों की खरीद जैसे ऐसे सभी निवेश भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों की सुरक्षा अभिरक्षा में दर्ज किए जाएं, जो इसके संरक्षक होंगे। स्थापना की बंदी या परिसमापन या कर्मचारी भविष्य निधि, 1952 से छूट पर यह संरक्षक, न्यास के नाम पर प्राप्त तथा अपने जमा में पड़े निवेश को संबंधित क्षेत्रीय भविष्य निधि आयुक्त के, इस आशय के, अनुरोध पर संबंधित क्षेत्रीय भविष्य निधि आयुक्त को सीधे अंतरित करेगा।

20. स्थापना संबंधित क्षेत्रीय भविष्य निधि आयुक्त को उन निक्षेपागार प्रतिभागियों (भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित) के विवरण से सूचित करेगी, जिनके पास तथा जिनकी सुरक्षा अभिरक्षा में न्यास के नाम पर किए गए निवेश

अर्थात् प्रतिभूतियों, बाण्डों आदि में किए गए निवेश दर्ज किए गए हैं। तथापि, न्यासी बोर्ड उस धनराशि की उगाही कर सकता है, जो दावों के निपटान, नियमानुसार अग्रिमों की मंजूरी और नियोक्ता की सेवा छोड़ने की स्थिति में सदस्य के भविष्य निधि संचयन के अंतरण और प्रतिभूतियों की बिक्री द्वारा अन्य किसी प्राप्तियों अथवा क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के शर्ताधीन निधि के नाम में पड़े अन्य निवेशों जैसे बाध्यकारी व्ययों को पूरा करने के लिए अपेक्षित हों।

21. न्यास द्वारा किए गए निवेशों के लिए किसी वित्तीय या अन्य संस्थाओं द्वारा दिए जाने वाले किसी कमीशन, प्रोत्साहन, बोनस या अन्य आर्थिक लाभ इसके खाते में डाले जाएंगे।

22. नियोक्ता और न्यासी बोर्ड के सदस्य शर्तों का पालन करने की सहमति देते हुए लिखित वचन देंगे तथा यह वैधिक रूप से नियोक्ता और न्यासी बोर्ड के उत्तराधिकारियों और समनुदेशितों पर उनके साथ-साथ बाध्यकारी होगा।

23. नियोक्ता और न्यासी बोर्ड छूट के रद्द होने की स्थिति में संबंधित क्षेत्रीय भविष्य निधि आयुक्त द्वारा विहित समय-सीमा के भीतर तत्काल निधियों का अंतरण करने का वचन भी देगा। यह उन पर कानूनी रूप से बाध्यकारी होगा तथा उन्हें निधियों के अंतरण में कोई विलंब होने की स्थिति में अभियोजन का भागी बनाएगा।

24. (क) न्यासी बोर्ड द्वारा अनुरक्षित भविष्य निधि खाता किसी योग्य स्वतंत्र चार्टर्ड लेखाकार द्वारा वार्षिक रूप से लेखा-परीक्षा करने के शर्ताधीन होगा। जहां भी आवश्यक समझा जाए, वहां कर्मचारी भविष्य निधि संगठन को अधिकार होगा कि यह किसी अन्य योग्य लेखा-परीक्षक द्वारा खातों की लेखा-परीक्षा कराए तथा इस प्रकार हुए खर्च नियोक्ता द्वारा वहन किए जाएंगे।

(ख) लेखा-परीक्षकों द्वारा वित्तीय वर्ष अर्थात् 1 अप्रैल से 31 मार्च तक की समाप्ति के बाद छह महीने के भीतर लेखा-परीक्षीत तुलन-पत्र सहित लेखा-परीक्षक की रिपोर्ट की प्रति सीधे इस कार्यालय में प्रस्तुत की जाए। तुलन-पत्र का प्रारूप और इस रिपोर्ट में प्रस्तुत की जाने वाली जानकारी कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित की जाएगी तथा संबंधित क्षेत्रीय भविष्य निधि आयुक्त के कार्यालय में इलैक्ट्रॉनिक प्रारूप के साथ हस्ताक्षरित प्रतिलिपि में उपलब्ध कराई जाएगी।

(ग) एक ही लेखा-परीक्षकों को लगातार दो वर्ष के लिए तथा अगले वित्तीय वर्ष के पहले दिन से मिली छूट से अधिक के लिए नियुक्त न किया जाए।

25. लगातार तीन वित्तीय वर्षों तक कोई हानि या पूंजी आधार में कटौती को अगले वित्तीय वर्ष के पहले दिन से मिली छूट प्राप्त होगी।

26. नियोक्ता प्रत्येक माह की समाप्ति से 15 दिन के भीतर निरीक्षण हेतु ऐसी सुविधाओं का प्रावधान करेगा तथा ऐसे निरीक्षण प्रभारों का भुगतान करेगा जो केन्द्रीय सरकार द्वारा अधिनियम की धारा 17 के उप-खण्ड (3) के खण्ड(क) के अंतर्गत समय-समय पर दिए निर्देशों के अनुसार हों।

27. न्यासी बोर्ड या नियोक्त द्वारा छूट देने के लिए शर्तों के किसी उल्लंघन की स्थिति में दी गई छूट संबंधित व्यक्ति को इस संबंध में कारण बताओ नोटिस जारी करने के बाद रद्द कर दी जाएगी।

28. किसी भी धोखे, गबन, गलत निवेश निर्णयों आदि के फलस्वरूप ट्रस्ट को हुए किसी भी नुकसान की स्थिति में नियोक्ता नुकसान पूरा करने का भागी होगा।

29. किसी विलय, अविलय, अभिग्रहण, बिक्री, एकीकरण, सहायक कंपनी का गठन चाहे पूर्णतः स्वामित्व वाली हो या नहीं इत्यादि के फलस्वरूप यदि प्रतिष्ठान की कानूनी स्थिति में कोई भी बदलाव होता है तो दी गई छूट निरस्त होगी एवं प्रतिष्ठान को तुरंत नई छूट देने के लिए मामले की रिपोर्ट करनी चाहिए।

30. एक ही भविष्य निधि ट्रस्ट में एक से अधिक इकाई/प्रतिष्ठानों के भाग लेने की स्थिति में भाग लेने वाली इकाईयों के किसी भी ट्रस्टी/नियोक्ता द्वारा कोई भी चूक होने पर सभी ट्रस्टी संयुक्त रूप से एवं अलग से जिम्मेदार/उत्तरदायी होंगे और आरपीएफसी आम भविष्य निधि ट्रस्ट के सभी न्यासियों के विरुद्ध उपयुक्त कानूनी कार्रवाई करेगा।

31. छूट प्राप्त न्यास निधि के अधिग्रहण के मामले में, अंतरीय ब्याज के कारण हानि के अनुमानित निवल वर्तमान मूल्य की वसूली प्रतिष्ठान से की जानी चाहिए।

32. केन्द्र सरकार प्रतिष्ठान की छूट की निरंतरता के लिए शर्तों को बढ़ा सकती है और जब भी इनको संप्रेषित किया जाएगा ये प्रतिष्ठान इन अतिरिक्त शर्तों का अनुपालन करने के लिए बाध्य होंगे।

New Delhi, the 25th April, 2016

S.O. 746.—Whereas M/s. Narmada Hydroelectric Development Corporation Limited [under Code No.MP/13163 in Bhopal sub region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions annexed with this notification, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01.12.2011 until further notification.

[No.S-35015/34/2015-SS-II]
SUBHASH KUMAR, Under Secy.

ANNEXURE

CONDITIONS FOR GRANT OF EXEMPTION FROM THE PROVISIONS OF EMPLOYEES PROVIDENT FUND SCHEME, 1952

1. The employer shall establish a Board of Trustees under his Chairmanship for the management of the Provident Fund according to such directions as may be given by the Central Government or the Central Provident Fund Commissioner, as the case may be, from time to time. The provident fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees' Provident Funds Organisation, inter alia, for proper accounts of the receipts into and payment from the Provident Fund and the balance in their custody. For this purpose, the "employer" shall mean:-

(i) In relation to an establishment, which is a factory, the owner or occupier of the factory: and

(ii) In relation to any other establishment, the person who, or the authority, that has the ultimate control over the affairs of the establishment.

2. The Board of Trustees shall meet at least once in every three months and shall function in accordance with the guidelines that may be issued from time to time by the Central Government/Central Provident Fund Commissioner(CPFC) or an officer authorized by him.

3. All employees' as defined in section 2(f) of the act, who have been eligible to become members of the Provident Fund' had the establishment not been granted exemption, shall be enrolled as members.

4. Where an employee who is already a member of Employees' Provident fund or a Provident Fund of any other exempted establishment is employed in his establishment, the employer shall immediately enroll him as a member of the fund. The employer should also arrange to have the accumulations in the Provident Fund account of such employee with his previous employer transferred and credited into his account.

5. The employer shall transfer to the Board of Trustees the contributions payable to the Provident Fund by himself and employees at the rate prescribed under the act from time to time by the 15th of each month following the month for which the contributions are payable. The employer shall be liable to pay simple interest in terms of the provisions of Section 7Q of the Act for any delay in payment of any dues towards the Board of Trustees.

6. The employer shall bear all the expenses of the administration of Provident Fund and also make good any other loss that may be caused to the Provident Fund due to theft, burglary, defalcation, misappropriation or any other reason.

7. Any deficiency in the interest declared by the Board of Trustees is to be made good by the employer to bring it up to the statutory limit.

8. The employer shall display on the notice board of the establishment, a copy of the rules of the funds as approved by the appropriate authority and as and when amended thereto along with a translation in the language of the majority of the employees.

9. The rate of contributions payable, the conditions and quantum of advances and other matters laid down under the provident fund rules of the establishment and the interest credited to the account of each member, calculated on the monthly running balance of the member and declared by the Board of Trustees shall not be lower than those declared by the Central Government under the various provisions prescribed in the Act and Scheme framed thereunder.
10. Any amendment to the Scheme, which is more beneficial to the employees than the existing rules of the establishment, shall be made applicable to them automatically pending formal amendment of the Rules of the Trust.
11. No amendment in the rules shall be made by the employer without the prior approval of the Regional Provident Fund Commissioner. The Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.
12. All claims for withdrawals, advances and transfers should be settled expeditiously, within the maximum time frame prescribed by the Employees' Provident Fund Organisation.
13. The Board of Trustees shall maintain detailed accounts to show the contributions credited withdrawal and interest in respect of each employee. The maintenance of such records should preferably be done electronically. The establishments should periodically transmit the details of members' accounts electronically as and when directed by the Central Provident Commissioner/Regional Provident Fund Commissioner.
14. The Board of Trustees shall issue an annual statement of accounts or pass books to every employee within six months of the close of financial/accounting year free of cost once in the year. Additional printouts can be made available as and when the members want, subject to nominal charges. In case of passbook, the same shall remain in custody of employee to be updated periodically by the Trustees when presented to them.
15. The employer shall make necessary provisions to enable all the members to be able to see their account balance from the computer terminals as and when required by them.
16. The Board of Trustees and the employer shall file such returns monthly/annually as may be prescribed by the Employees' Provident Fund Organisation within the specified time limit, failing which it will be deemed as a default and the Board of Trustees and employer will jointly and separately be liable for suitable penal action by the Employees' Provident Fund Organisation.
17. The Board of Trustees shall invest the monies of the provident fund as per the directions of the Government from time to time. Failure to make investments as per directions of the Government shall make the Board of Trustees separately and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.
18. (a) The securities shall be obtained in the name of Trust. The securities so obtained should be in dematerialized (DEMAT) form and in case the required facility is not available in the areas where the trust operates the Board of Trustees shall inform the Regional Provident Fund Commissioner concerned about the same.
- (b) The Board of Trustees shall maintain a script wise register and ensure timely realization of interest.
- (c) The DEMAT Account should be opened through depository participants approved by Reserve Bank of India and Central Government in accordance with the instructions issued by the Central Government in this regard.
- (d) The cost of maintaining DEMAT account should be treated as incidental cost of investment by the Trust. Also all types of cost of investments like brokerage for purchase of securities etc. shall be treated as incidental cost of investment by the Trust.
19. All such investments made like purchase of securities and bonds, should be lodged in the safe custody of depository participants approved by Reserve Bank of India and Central Government, who shall be the custodian of the same. On closure of establishment or liquidation or cancellation of exemption from EPF Scheme, 1952 such custodian shall transfer the investment obtained in the name of the Trust and standing in its credit to the Regional PF Commissioner concerned directly on receipt of request from the Regional PF Commissioner concerned to that effect.
20. The establishment shall intimate to the Regional P.F. Commissioner concerned the details of depository participants (approved by RBI and Central Government), with whom and in whose safe custody, the investments made in the name of trust, viz., investments made in securities, bonds, etc. have been lodged. However, the Board of Trustees may raise such sum of sums of money as may be required for meeting obligatory expenses such as settlement of claims, grant of advances as per rules and transfer of member's PF accumulations in the event of his/her leaving service of the

employer and any other receipts by sale of the securities or other investments standing in the name of the Fund subject to the prior approval of the Regional PF Commissioner.

21. Any commission, incentive, bonus or other pecuniary rewards given by any financial or other institutions for the investments made by the Trust should be credited to its account.

22. The employer and the members of the Board of Trustees, shall furnish a written undertaking agreeing to abide by the conditions and this shall be legally binding on the employer and the Board of Trustees, including their successors and assignees.

23. The employer and the Board of Trustees shall also give an undertaking to transfer the funds promptly within the time limit prescribed by the concerned RPFC in the event of cancellation of relaxation. This shall be legally binding on them and will make them liable for prosecution in the event of any delay in the transfer of funds.

24. (a) The account of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent chartered accountant annually. Where considered necessary the EPFO shall have the right to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the employer.

(b) A copy of the Auditor's report alongwith the audited balance sheet should be submitted to this office by the Auditors directly within six months after the closing of the financial year from 1st April to 31st March. The format of the balance sheet and the information to be furnished in the report shall be prescribed by the Employees' Provident fund Organisation and made available with the RPFC office in electronic format as well as a signed hard copy.

(c) The same auditors should not be appointed for two consecutive years and not more than the relaxation withdrawn from the first day of the next succeeding financial year.

25. Any loss for the three consecutive financial years or erosion in the capital base shall have the relaxation withdrawn from the first day of the next succeeding financial year.

26. The employer shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time to time direct under clause (a) of sub-section (3) of Section 17 of the Act within 15 days from the close of every month.

27. In the event of any violation of the conditions for grant of relaxation, by the employer or the Board of Trustees, the relaxation granted shall be cancelled after issuing a show cause notice in this regard to the concerned persons.

28. In the event of any loss to the trust as a result of any fraud, defalcation, wrong investment decisions etc. the employer shall be liable to make good the loss.

29. In case of any change of legal status of the establishment as a result of merger, de-merger, acquisition, sale, amalgamation, formation of a subsidiary, whether wholly owned or not etc., the relaxation granted shall stand revoked and the establishment should promptly report the matter for grant of fresh relaxation.

30. In case there are more than one unit/establishment participating in the common Provident Fund Trust, all the trustees shall be jointly and separately liable/responsible for any default committed by any of the trustees/employer of any of the participating units and the RPFC shall take suitable legal action against all the trustees of the common Provident Fund Trust.

31. In case of takeover of the exempted Trust Fund, estimated net present value of the loss due to differential interest should be recovered from the establishment.

32. The Central Government may lay down further conditions for continuation of exemption of the establishment and the establishment shall be bound to comply with these additional conditions as and when the same are communicated.

नई दिल्ली, 25 अप्रैल, 2016

का. आ. 747.—जबकि मैसर्स एलेम्बिक फार्मास्यूटिकल्स लिमिटेड [वडोदरा क्षेत्र में कोड संख्या जीजे/बीडी/66926 के अंतर्गत] (एतदुपरांत प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरांत अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्रीय सरकार के विचार में, अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कर्मचारियों के लिए कम उपयुक्त नहीं हैं और कर्मचारी उक्त अधिनियम अथवा कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरांत योजना के रूप में संदर्भित) के अंतर्गत सदृश स्वरूप के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में दी जाने वाली अन्य भविष्य निधि प्रसुविधाओं का भी लाभ उठा रहे हैं।

3. अतः, अब, केन्द्र सरकार, उक्त अधिनियम की धारा 17 की उप धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना के साथ सन्लग्न शर्तों के अध्याधीन उक्त प्रतिष्ठान को अगली अधिसूचना तक 01.04.2011 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/18/2015-एसएस-II]

सुभाष कुमार, अवर सचिव

अनुबंध

कर्मचारी भविष्य निधि योजना, 1952 के उपबंधों से छूट प्रदान करने संबंधी शर्तें

1. नियोक्ता समय-समय पर केन्द्रीय सरकार अथवा केन्द्रीय भविष्य निधि आयुक्त, जैसी भी स्थिति हो, द्वारा दिए जाने वाले ऐसे निदेशों के अनुसार भविष्य निधि के प्रबंधन हेतु अपनी अध्यक्षता में एक न्यासी बोर्ड गठित करेगा। भविष्य निधि न्यासी बोर्ड में विहित होगी जो अन्य बातों के साथ-साथ कर्मचारी भविष्य निधि संगठन के प्रति भविष्य निधि में प्राप्तियों और उसमें से भुगतान के उचित लेखों और उनकी अभिरक्षा में शेष राशि के लिए उत्तरदायी होगा। इस प्रयोजनार्थ, "नियोक्ता" से:-
 - (i) किसी प्रतिष्ठान, जो एक कारखाना हो, उसके संबंध में, कारखाने का स्वामी अथवा अधिष्ठाता अभिप्रेत होगा; और
 - (ii) किसी अन्य प्रतिष्ठान के संबंध में, वह व्यक्ति, अथवा प्राधिकारी अभिप्रेत होगा, जिसका उस प्रतिष्ठान के कामकाज पर अंतिम नियंत्रण हो।
2. न्यासी बोर्ड हरेक तिमाही में कम से कम एक बार बैठक करेगा और वह केन्द्र सरकार/केन्द्रीय भविष्य निधि आयुक्त (सीपीएफसी) अथवा उसके द्वारा प्राधिकृत किसी अधिकारी द्वारा समय समय पर जारी किए जाने वाले दिशानिर्देशों के अनुसार कार्य करेगा।
3. अधिनियम की धारा 2(च) में यथा परिभाषित सभी कर्मचारी, जो भविष्य निधि के सदस्य बनने के पात्र रहें हैं, यदि प्रतिष्ठान को छूट प्रदान नहीं की होती, उन्हें सदस्यों के रूप में नामांकित किया जाएगा।
4. जहां कोई कर्मचारी जो पहले ही किसी अन्य छूट-प्राप्त प्रतिष्ठान के किसी कर्मचारी भविष्य निधि अथवा भविष्य निधि का सदस्य हो, उसे उसके प्रतिष्ठान में नियोजित किया जाता है, तो नियोक्ता उसे तत्काल निधि के सदस्य के रूप में नामांकित करेगा। नियोक्ता ऐसे कर्मचारी के भविष्य निधि खाते में उसके पहले नियोक्ता से संचय राशियां अंतरित और जमा करवाने की भी व्यवस्था करेगा।
5. नियोक्ता भविष्य निधि को उसके द्वारा और कर्मचारी के द्वारा समय-समय पर अधिनियम के अंतर्गत निर्धारित दर से देय अंशदान को, जिस माह के लिए अंशदान देय हों उसके बाद के माह की 15 तारीख तक न्यासी बोर्ड को अंतरित करेगा। नियोक्ता न्यासी बोर्ड को किन्हीं देयों के भुगतान में किसी विलम्ब के लिए अधिनियम की धारा 7 थ के उपबंधों के अनुसार साधारण व्याज अदा करने का दायी होगा।
6. नियोक्ता भविष्य निधि के प्रशासन के सभी व्यय वहन करेगा और चोरी, डकैती, गबन, दुर्विनियोग अथवा किसी अन्य कारण से भविष्य निधि को हो सकने वाले किसी घाटे की भी भरपाई करेगा।
7. न्यासी बोर्ड द्वारा घोषित व्याज में किसी कमी को भी नियोक्ता द्वारा पूरा किया जाना होगा और उसे सांविधिक सीमा तक लाना होगा।
8. नियोक्ता जब कभी नियम संशोधित किए जाएं, समुचित प्राधिकारी द्वारा यथा अनुमोदित, निधि के नियमों की एक प्रति अधिसंख्यक कर्मचारियों की भाषा में उनके अनुवाद सहित प्रतिष्ठान के सूचना पट पर प्रदर्शित करेगा।

9. प्रतिष्ठान के भविष्य निधि नियमों के अंतर्गत निर्धारित देय अंशदान की दर, अग्रिम की शर्तें और मात्रा तथा अन्य मामले और सदस्य के मासिक चालू शेष पर संगणित और न्यासी बोर्ड द्वारा घोषित, प्रत्येक सदस्य के खाते में जमा किया गया व्याज, अधिनियम और उसके अंतर्गत निर्मित योजना में निर्धारित विभिन्न उपबंधों के अंतर्गत केन्द्र सरकार द्वारा घोषित दर से कम नहीं होगा।
10. योजना में कोई संशोधन, जो प्रतिष्ठान के विद्यमान नियमों की तुलना में कर्मचारियों के लिए अधिक लाभदायक हो, उसे न्यास के नियमों में औपचारिक संशोधन के लंबित रहते उन पर स्वतः लागू किया जाएगा।
11. नियोक्ता द्वारा नियमों में कोई भी संशोधन क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के बिना नहीं किया जाएगा। क्षेत्रीय भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना रुख स्पष्ट करने का वाजिब अवसर देगा।
12. निकासी, अग्रिम और अंतरण के सभी दावे कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित अधिकतम समय सीमा के भीतर, शीघ्रता से निपटाए जाएंगे।
13. न्यासी बोर्ड प्रत्येक कर्मचारी के संबंध में जमा किए गए अंशदान, निकासी और व्याज दर्शाने के लिए विस्तारित लेखों का रख-रखाव करेगा। ऐसे अभिलेखों का रख-रखाव अधिमानतः इलेक्ट्रॉनिक रूप से रखा जाएगा। प्रतिष्ठान आवधिक रूप से जब कभी केन्द्रीय भविष्य निधि आयुक्त/क्षेत्रीय भविष्य निधि आयुक्त द्वारा निदेश दिया जाए, सदस्यों के लेखों को इलेक्ट्रॉनिक रूप से सम्प्रेषित करेंगे।
14. न्यासी बोर्ड वर्ष में एक बार वित्तीय/लेखा वर्ष के समाप्त होने के छः माह के भीतर प्रत्येक कर्मचारी को निःशुल्क लेखों का वार्षिक विवरण अथवा पासबुक जारी करेगा। जब कभी सदस्य चाहें, अतिरिक्त प्रिंटआउट नाममात्र के प्रभार के साथ उपलब्ध कराए जा सकते हैं। पासबुक के मामले में वह कर्मचारी के पास रहेगी जिसे प्रस्तुत किए जाने पर न्यासियों द्वारा आवधिक रूप से अद्यतन किया जाएगा।
15. नियोक्ता सभी सदस्यों को उनकी आवश्यकतानुसार कम्प्यूटर टर्मिनलों से अपने खाते में पड़ी शेष राशि को देखने के समर्थ बनाने के लिए आवश्यक प्रावधान करेंगे।
16. न्यासी बोर्ड और नियोक्ता कर्मचारी भविष्य निधि संगठन द्वारा यथा विहित रूप में ये विवरणियां विनिर्दिष्ट समय सीमा के भीतर मासिक/वार्षिक रूप से दायर करेंगे, जिसे न करने पर इसे चूक माना जाएगा तथा न्यासी बोर्ड और नियोक्ता संयुक्त रूप से और अलग-अलग, कर्मचारी भविष्य निधि संगठन द्वारा की जाने वाली उपयुक्त दाण्डिक कार्रवाई के भागी होंगे।
17. न्यासी बोर्ड समय-समय पर सरकार के निर्देशों के अनुसार भविष्य निधि के पैसे का निवेश करेगा। सरकार के निर्देशों के अनुसार निवेश करने में असफल होने पर न्यासी बोर्ड अलग-अलग और संयुक्त रूप से केन्द्रीय भविष्य निधि आयुक्त या उसके प्रतिनिधि द्वारा यथा अधिरोपित अधिशुल्क का भागी बन जाएगा।
18. (क) प्रतिभूतियां न्यास के नाम से प्राप्त की जाएंगी। इस प्रकार प्राप्त की गई प्रतिभूतियां अभौतिक (डीमेट) रूप में होनी चाहिए तथा न्यास के कार्यचालित रहने वाले क्षेत्रों में अपेक्षित सुविधा के उपलब्ध न होने की स्थिति में न्यासी बोर्ड संबंधित क्षेत्रीय भविष्य निधि आयुक्त को इसकी सूचना देंगे।
(ख) न्यासी बोर्ड लिपि-वार रजिस्टर बनाएगा तथा व्याज की समय पर उगाही सुनिश्चित करेगा।
(ग) डीमेट खाता इस संबंध में केन्द्रीय सरकार द्वारा जारी अनुदेशों के अनुसार भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों के माध्यम से खोला जाए।
(घ) डीमेट खाते का खर्च न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय व्यय माना जाए। प्रतिभूतियों आदि की खरीद की दलाली जैसे निवेशों के सभी प्रकार के खर्चों को भी न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाएगा।
19. प्रतिभूतियों और बाण्डों की खरीद जैसे ऐसे सभी निवेश भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों की सुरक्षा अभिरक्षा में दर्ज किए जाएं, जो इसके संरक्षक होंगे। स्थापना की बंदी या परिसमापन या कर्मचारी भविष्य निधि, 1952 से छूट पर यह संरक्षक, न्यास के नाम पर प्राप्त तथा अपने जमा में पड़े निवेश को संबंधित क्षेत्रीय भविष्य निधि आयुक्त के, इस आशय के, अनुरोध पर संबंधित क्षेत्रीय भविष्य निधि आयुक्त को सीधे अंतरित करेगा।

20. स्थापना संबंधित क्षेत्रीय भविष्य निधि आयुक्त को उन निक्षेपागार प्रतिभागियों (भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित) के विवरण से सूचित करेगी, जिनके पास तथा जिनकी सुरक्षा अभिरक्षा में न्यास के नाम पर किए गए निवेश अर्थात् प्रतिभूतियों, बाण्डों आदि में किए गए निवेश दर्ज किए गए हैं। तथापि, न्यासी बोर्ड उस धनराशि की उगाही कर सकता है, जो दावों के निपटान, नियमानुसार अग्रिमों की मंजूरी और नियोक्ता की सेवा छोड़ने की स्थिति में सदस्य के भविष्य निधि संचयन के अंतरण और प्रतिभूतियों की बिक्री द्वारा अन्य किसी प्राप्तियों अथवा क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के शर्ताधीन निधि के नाम में पड़े अन्य निवेशों जैसे बाध्यकारी व्ययों को पूरा करने के लिए अपेक्षित हों।

21. न्यास द्वारा किए गए निवेशों के लिए किसी वित्तीय या अन्य संस्थाओं द्वारा दिए जाने वाले किसी कमीशन, प्रोत्साहन, बोनस या अन्य आर्थिक लाभ इसके खाते में डाले जाएंगे।

22. नियोक्ता और न्यासी बोर्ड के सदस्य शर्तों का पालन करने की सहमति देते हुए लिखित वचन देंगे तथा यह वैधिक रूप से नियोक्ता और न्यासी बोर्ड के उत्तराधिकारियों और समनुदेशितों पर उनके साथ-साथ बाध्यकारी होगा।

23. नियोक्ता और न्यासी बोर्ड छूट के रद्द होने की स्थिति में संबंधित क्षेत्रीय भविष्य निधि आयुक्त द्वारा विहित समय सीमा के भीतर तत्काल निधियों का अंतरण करने का वचन भी देगा। यह उन पर कानूनी रूप से बाध्यकारी होगा तथा उन्हें निधियों के अंतरण में कोई विलंब होने की स्थिति में अभियोजन का भागी बनाएगा।

24. (क) न्यासी बोर्ड द्वारा अनुरक्षित भविष्य निधि खाता किसी योग्य स्वतंत्र चार्टर्ड लेखाकार द्वारा वार्षिक रूप से लेखा-परीक्षा करने के शर्ताधीन होगा। जहां भी आवश्यक समझा जाए, वहां कर्मचारी भविष्य निधि संगठन को अधिकार होगा कि यह किसी अन्य योग्य लेखा-परीक्षक द्वारा खातों की लेखा-परीक्षा कराए तथा इस प्रकार हुए खर्च नियोक्ता द्वारा वहन किए जाएंगे।

(ख) लेखा-परीक्षकों द्वारा वित्तीय वर्ष अर्थात् 1 अप्रैल से 31 मार्च तक की समाप्ति के बाद छह महीने के भीतर लेखा-परीक्षित तुलन-पत्र सहित लेखा-परीक्षक की रिपोर्ट की प्रति सीधे इस कार्यालय में प्रस्तुत की जाए। तुलन-पत्र का प्रारूप और इस रिपोर्ट में प्रस्तुत की जाने वाली जानकारी कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित की जाएगी तथा संबंधित क्षेत्रीय भविष्य निधि आयुक्त के कार्यालय में इलैक्ट्रॉनिक प्रारूप के साथ हस्ताक्षरित प्रतिलिपि में उपलब्ध कराई जाएगी।

(ग) एक ही लेखा-परीक्षकों को लगातार दो वर्ष के लिए तथा अगले वित्तीय वर्ष के पहले दिन से मिली छूट से अधिक के लिए नियुक्त न किया जाए।

25. लगातार तीन वित्तीय वर्षों तक कोई हानि या पूंजी आधार में कटौती को अगले वित्तीय वर्ष के पहले दिन से मिली छूट प्राप्त होगी।

26. नियोक्ता प्रत्येक माह की समाप्ति से 15 दिन के भीतर निरीक्षण हेतु ऐसी सुविधाओं का प्रावधान करेगा तथा ऐसे निरीक्षण प्रभागों का भुगतान करेगा जो केन्द्रीय सरकार द्वारा अधिनियम की धारा 17 के उप-खण्ड (3) के खण्ड(क) के अंतर्गत समय-समय पर दिए निर्देशों के अनुसार हों।

27. न्यासी बोर्ड या नियोक्त द्वारा छूट देने के लिए शर्तों के किसी उल्लंघन की स्थिति में दी गई छूट संबंधित व्यक्ति को इस संबंध में कारण बताओ नोटिस जारी करने के बाद रद्द कर दी जाएगी।

28. किसी भी धोखे, गबन, गलत निवेश निर्णयों आदि के फलस्वरूप ट्रस्ट को हुए किसी भी नुकसान की स्थिति में नियोक्ता नुकसान पूरा करने का भागी होगा।

29. किसी विलय, अविलय, अभिग्रहण, बिक्री, एकीकरण, सहायक कंपनी का गठन चाहे पूर्णतः स्वामित्व वाली हो या नहीं इत्यादि के फलस्वरूप यदि प्रतिष्ठान की कानूनी स्थिति में कोई भी बदलाव होता है तो दी गई छूट निरस्त होगी एवं प्रतिष्ठान को तुरंत नई छूट देने के लिए मामले की रिपोर्ट करनी चाहिए।

30. एक ही भविष्य निधि ट्रस्ट में एक से अधिक इकाई/प्रतिष्ठानों के भाग लेने की स्थिति में भाग लेने वाली इकाईयों के किसी भी ट्रस्टी/नियोक्ता द्वारा कोई भी चूक होने पर सभी ट्रस्टी संयुक्त रूप से एवं अलग से जिम्मेदार/उत्तरदायी होंगे और आरपीएफसी आम भविष्य निधि ट्रस्ट के सभी न्यासियों के विरुद्ध उपयुक्त कानूनी कार्रवाई करेगा।

31. छूट प्राप्त न्यास निधि के अधिग्रहण के मामले में, अंतरीय व्याज के कारण हानि के अनुमानित निवल वर्तमान मूल्य की वसूली प्रतिष्ठान से की जानी चाहिए।

32. केन्द्र सरकार प्रतिष्ठान की छूट की निरंतरता के लिए शर्तों को बढ़ा सकती है और जब भी इनको संप्रेषित किया जाएगा ये प्रतिष्ठान इन अतिरिक्त शर्तों का अनुपालन करने के लिए बाध्य होंगे।

New Delhi, the 25th April, 2016

S.O. 747.— Whereas M/s Alembic Pharmaceuticals Limited [under Code No.GJ/BD/66926 in Vadodara region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions annexed with this notification, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01.04.2011 until further notification.

[No.S-35015/18/2015-SS-II]
SUBHASH KUMAR, Under Secy.

ANNEXURE

CONDITIONS FOR GRANT OF EXEMPTION FROM THE PROVISIONS OF EMPLOYEES PROVIDENT FUND SCHEME, 1952

1. The employer shall establish a Board of Trustees under his Chairmanship for the management of the Provident Fund according to such directions as may be given by the Central Government or the Central Provident Fund Commissioner, as the case may be, from time to time. The provident fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees' Provident Funds Organisation, inter alia, for proper accounts of the receipts into and payment from the Provident Fund and the balance in their custody. For this purpose, the "employer" shall mean:-

(i) In relation to an establishment, which is a factory, the owner or occupier of the factory: and

(ii) In relation to any other establishment, the person who, or the authority, that has the ultimate control over the affairs of the establishment.

2. The Board of Trustees shall meet at least once in every three months and shall function in accordance with the guidelines that may be issued from time to time by the Central Government/Central Provident Fund Commissioner(CPFC) or an officer authorized by him.

3. All employees' as defined in section 2(f) of the act, who have been eligible to become members of the Provident Fund' had the establishment not been granted exemption, shall be enrolled as members.

4. Where an employee who is already a member of Employees' Provident fund or a Provident Fund of any other exempted establishment is employed in his establishment, the employer shall immediately enroll him as a member of the fund. The employer should also arrange to have the accumulations in the Provident Fund account of such employee with his previous employer transferred and credited into his account.

5. The employer shall transfer to the Board of Trustees the contributions payable to the Provident Fund by himself and employees at the rate prescribed under the act from time to time by the 15th of each month following the month for which the contributions are payable. The employer shall be liable to pay simple interest in terms of the provisions of Section 7Q of the Act for any delay in payment of any dues towards the Board of Trustees.

6. The employer shall bear all the expenses of the administration of Provident Fund and also make good any other loss that may be caused to the Provident Fund due to theft, burglary, defalcation, misappropriation or any other reason.

7. Any deficiency in the interest declared by the Board of Trustees is to be made good by the employer to bring it up to the statutory limit.

8. The employer shall display on the notice board of the establishment, a copy of the rules of the funds as approved by the appropriate authority and as and when amended thereto along with a translation in the language of the majority of the employees.

9. The rate of contributions payable, the conditions and quantum of advances and other matters laid down under the provident fund rules of the establishment and the interest credited to the account of each member, calculated on the monthly running balance of the member and declared by the Board of Trustees shall not be lower than those declared by the Central government under the various provisions prescribed in the Act and Scheme framed thereunder.
10. Any amendment to the Scheme, which is more beneficial to the employees than the existing rules of the establishment, shall be made applicable to them automatically pending formal amendment of the Rules of the Trust.
11. No amendment in the rules shall be made by the employer without the prior approval of the Regional Provident Fund Commissioner. The Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.
12. All claims for withdrawals, advances and transfers should be settled expeditiously, within the maximum time frame prescribed by the Employees' Provident Fund Organisation.
13. The Board of Trustees shall maintain detailed accounts to show the contributions credited withdrawal and interest in respect of each employee. The maintenance of such records should preferably be done electronically. The establishments should periodically transmit the details of members' accounts electronically as and when directed by the Central Provident Commissioner/Regional Provident Fund Commissioner.
14. The Board of Trustees shall issue an annual statement of accounts or pass books to every employee within six months of the close of financial/accounting year free of cost once in the year. Additional printouts can be made available as and when the members want, subject to nominal charges. In case of passbook, the same shall remain in custody of employee to be updated periodically by the Trustees when presented to them.
15. The employer shall make necessary provisions to enable all the members to be able to see their account balance from the computer terminals as and when required by them.
16. The Board of Trustees and the employer shall file such returns monthly/annually as may be prescribed by the Employees' Provident Fund Organisation within the specified time limit, failing which it will be deemed as a default and the Board of Trustees and employer will jointly and separately be liable for suitable penal action by the Employees' Provident Fund Organisation.
17. The Board of Trustees shall invest the monies of the provident fund as per the directions of the Government from time to time. Failure to make investments as per directions of the Government shall make the Board of Trustees separately and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.
18. (a) The securities shall be obtained in the name of Trust. The securities so obtained should be in dematerialized (DEMAT) form and in case the required facility is not available in the areas where the trust operates the Board of Trustees shall inform the Regional Provident Fund Commissioner concerned about the same.
- (b) The Board of Trustees shall maintain a script wise register and ensure timely realization of interest.
- (c) The DEMAT Account should be opened through depository participants approved by Reserve Bank of India and Central Government in accordance with the instructions issued by the Central Government in this regard.
- (d) The cost of maintaining DEMAT account should be treated as incidental cost of investment by the Trust. Also all types of cost of investments like brokerage for purchase of securities etc. shall be treated as incidental cost of investment by the Trust.
19. All such investments made like purchase of securities and bonds, should be lodged in the safe custody of depository participants approved by Reserve Bank of India and Central Government, who shall be the custodian of the same. On closure of establishment or liquidation or cancellation of exemption from EPF Scheme, 1952 such custodian shall transfer the investment obtained in the name of the Trust and standing in its credit to the Regional PF Commissioner concerned directly on receipt of request from the Regional PF Commissioner concerned to that effect.
20. The establishment shall intimate to the Regional P.F. Commissioner concerned the details of depository participants (approved by RBI and Central Government), with whom and in whose safe custody, the investments made in the name of trust, viz., investments made in securities, bonds, etc. have been lodged. However, the Board of Trustees may raise such sum of sums of money as may be required for meeting obligatory expenses such as settlement of claims,

grant of advances as per rules and transfer of member's PF accumulations in the event of his/her leaving service of the employer and any other receipts by sale of the securities or other investments standing in the name of the Fund subject to the prior approval of the Regional PF Commissioner.

21. Any commission, incentive, bonus or other pecuniary rewards given by any financial or other institutions for the investments made by the Trust should be credited to its account.

22. The employer and the members of the Board of Trustees, shall furnish a written undertaking agreeing to abide by the conditions and this shall be legally binding on the employer and the Board of Trustees, including their successors and assignees.

23. The employer and the Board of Trustees shall also give an undertaking to transfer the funds promptly within the time limit prescribed by the concerned RPFC in the event of cancellation of relaxation. This shall be legally binding on them and will make them liable for prosecution in the event of any delay in the transfer of funds.

24. (a) The account of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent chartered accountant annually. Where considered necessary the EPFO shall have the right to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the employer.

(b) A copy of the Auditor's report alongwith the audited balance sheet should be submitted to this office by the Auditors directly within six months after the closing of the financial year from 1st April to 31st March. The format of the balance sheet and the information to be furnished in the report shall be prescribed by the Employees' Provident fund Organisation and made available with the RPFC office in electronic format as well as a signed hard copy.

(c) The same auditors should not be appointed for two consecutive years and not more than the relaxation withdrawn from the first day of the next succeeding financial year.

25. Any loss for the three consecutive financial years or erosion in the capital base shall have the relaxation withdrawn from the first day of the next succeeding financial year.

26. The employer shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time to time direct under clause (a) of sub-section (3) of Section 17 of the Act within 15 days from the close of every month.

27. In the event of any violation of the conditions for grant of relaxation, by the employer or the Board of Trustees, the relaxation granted shall be cancelled after issuing a show cause notice in this regard to the concerned persons.

28. In the event of any loss to the trust as a result of any fraud, defalcation, wrong investment decisions etc. the employer shall be liable to make good the loss.

29. In case of any change of legal status of the establishment as a result of merger, de-merger, acquisition, sale, amalgamation, formation of a subsidiary, whether wholly owned or not etc., the relaxation granted shall stand revoked and the establishment should promptly report the matter for grant of fresh relaxation.

30. In case there are more than one unit/establishment participating in the common Provident Fund Trust, all the trustees shall be jointly and separately liable/responsible for any default committed by any of the trustees/employer of any of the participating units and the RPFC shall take suitable legal action against all the trustees of the common Provident Fund Trust.

31. In case of takeover of the exempted Trust Fund, estimated net present value of the loss due to differential interest should be recovered from the establishment.

32. The Central Government may lay down further conditions for continuation of exemption of the establishment and the establishment shall be bound to comply with these additional conditions as and when the same are communicated.

नई दिल्ली, 25 अप्रैल, 2016

का. आ. 748.—जबकि मैसर्स हेक्सावेयर टेक्नॉलोजी लिमिटेड [वाशी उपक्षेत्र में कोड संख्या एमएच/42123 के अंतर्गत] (एतदुपरांत प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरांत अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्रीय सरकार के विचार में, अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कर्मचारियों के लिए कम उपयुक्त नहीं हैं और कर्मचारी उक्त अधिनियम अथवा कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरांत योजना के रूप में संदर्भित) के अंतर्गत सदृश स्वरूप के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में दी जाने वाली अन्य भविष्य निधि प्रसुविधाओं का भी लाभ उठा रहे हैं।

3. अतः, अब, केन्द्र सरकार, उक्त अधिनियम की धारा 17 की उप धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना के साथ सन्लग्न शर्तों के अध्याधीन उक्त प्रतिष्ठान को अगली अधिसूचना तक 01.07.1996 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/79/2014-एसएस-II]

सुभाष कुमार, अवर सचिव

अनुबंध

कर्मचारी भविष्य निधि योजना, 1952 के उपबंधों से छूट प्रदान करने संबंधी शर्तें

1. नियोक्ता समय-समय पर केन्द्रीय सरकार अथवा केन्द्रीय भविष्य निधि आयुक्त, जैसी भी स्थिति हो, द्वारा दिए जाने वाले ऐसे निदेशों के अनुसार भविष्य निधि के प्रबंधन हेतु अपनी अध्यक्षता में एक न्यासी बोर्ड गठित करेगा। भविष्य निधि न्यासी बोर्ड में विहित होगी जो अन्य बातों के साथ-साथ कर्मचारी भविष्य निधि संगठन के प्रति भविष्य निधि में प्राप्तियों और उसमें से भुगतान के उचित लेखों और उनकी अभिरक्षा में शेष राशि के लिए उत्तरदायी होगा। इस प्रयोजनार्थ, "नियोक्ता" से:-

- (i) किसी प्रतिष्ठान, जो एक कारखाना हो, उसके संबंध में, कारखाने का स्वामी अथवा अधिष्ठाता अभिप्रेत होगा; और
- (ii) किसी अन्य प्रतिष्ठान के संबंध में, वह व्यक्ति, अथवा प्राधिकारी अभिप्रेत होगा, जिसका उस प्रतिष्ठान के कामकाज पर अंतिम नियंत्रण हो।

2. न्यासी बोर्ड हरेक तिमाही में कम से कम एक बार बैठक करेगा और वह केन्द्र सरकार/केन्द्रीय भविष्य निधि आयुक्त (सीपीएफसी) अथवा उसके द्वारा प्राधिकृत किसी अधिकारी द्वारा समय समय पर जारी किए जाने वाले दिशानिर्देशों के अनुसार कार्य करेगा।

3. अधिनियम की धारा 2(च) में यथा परिभाषित सभी कर्मचारी, जो भविष्य निधि के सदस्य बनने के पात्र रहें हैं, यदि प्रतिष्ठान को छूट प्रदान नहीं की होती, उन्हें सदस्यों के रूप में नामांकित किया जाएगा।

4. जहां कोई कर्मचारी जो पहले ही किसी अन्य छूट-प्राप्त प्रतिष्ठान के किसी कर्मचारी भविष्य निधि अथवा भविष्य निधि का सदस्य हो, उसे उसके प्रतिष्ठान में नियोजित किया जाता है, तो नियोक्ता उसे तत्काल निधि के सदस्य के रूप में नामांकित करेगा। नियोक्ता ऐसे कर्मचारी के भविष्य निधि खाते में उसके पहले नियोक्ता से संचय राशियां अंतरित और जमा करवाने की भी व्यवस्था करेगा।

5. नियोक्ता भविष्य निधि को उसके द्वारा और कर्मचारी के द्वारा समय-समय पर अधिनियम के अंतर्गत निर्धारित दर से देय अंशदान को, जिस माह के लिए अंशदान देय हों उसके बाद के माह की 15 तारीख तक न्यासी बोर्ड को अंतरित करेगा। नियोक्ता न्यासी बोर्ड को किन्हीं देयों के भुगतान में किसी विलम्ब के लिए अधिनियम की धारा 7 थ के उपबंधों के अनुसार साधारण व्याज अदा करने का दायी होगा।

6. नियोक्ता भविष्य निधि के प्रशासन के सभी व्यय वहन करेगा और चोरी, डकैती, गबन, दुर्विनियोग अथवा किसी अन्य कारण से भविष्य निधि को हो सकने वाले किसी घाटे की भी भरपाई करेगा।

7. न्यासी बोर्ड द्वारा घोषित व्याज में किसी कमी को भी नियोक्ता द्वारा पूरा किया जाना होगा और उसे सांविधिक सीमा तक लाना होगा।

8. नियोक्ता जब कभी नियम संशोधित किए जाएं, समुचित प्राधिकारी द्वारा यथा अनुमोदित, निधि के नियमों की एक प्रति अधिसंख्यक कर्मचारियों की भाषा में उनके अनुवाद सहित प्रतिष्ठान के सूचना पट पर प्रदर्शित करेगा।

9. प्रतिष्ठान के भविष्य निधि नियमों के अंतर्गत निर्धारित देय अंशदान की दर, अग्रिम की शर्तें और मात्रा तथा अन्य मामले और सदस्य के मासिक चालू शेष पर संगणित और न्यासी बोर्ड द्वारा घोषित, प्रत्येक सदस्य के खाते में जमा किया गया व्याज, अधिनियम और उसके अंतर्गत निर्मित योजना में निर्धारित विभिन्न उपबंधों के अंतर्गत केन्द्र सरकार द्वारा घोषित दर से कम नहीं होगा।
10. योजना में कोई संशोधन, जो प्रतिष्ठान के विद्यमान नियमों की तुलना में कर्मचारियों के लिए अधिक लाभदायक हो, उसे न्यास के नियमों में औपचारिक संशोधन के लंबित रहते उन पर स्वतः लागू किया जाएगा।
11. नियोक्ता द्वारा नियमों में कोई भी संशोधन क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के बिना नहीं किया जाएगा। क्षेत्रीय भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना रुख स्पष्ट करने का वाजिब अवसर देगा।
12. निकासी, अग्रिम और अंतरण के सभी दावे कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित अधिकतम समय सीमा के भीतर, शीघ्रता से निपटाए जाएंगे।
13. न्यासी बोर्ड प्रत्येक कर्मचारी के संबंध में जमा किए गए अंशदान, निकासी और व्याज दर्शाने के लिए विस्तारित लेखों का रख-रखाव करेगा। ऐसे अभिलेखों का रख-रखाव अधिमानतः इलैक्ट्रॉनिक रूप से रखा जाएगा। प्रतिष्ठान आवधिक रूप से जब कभी केन्द्रीय भविष्य निधि आयुक्त/क्षेत्रीय भविष्य निधि आयुक्त द्वारा निदेश दिया जाए, सदस्यों के लेखों को इलैक्ट्रॉनिक रूप से सम्प्रेषित करेंगे।
14. न्यासी बोर्ड वर्ष में एक बार वित्तीय/लेखा वर्ष के समाप्त होने के छः माह के भीतर प्रत्येक कर्मचारी को निःशुल्क लेखों का वार्षिक विवरण अथवा पासबुक जारी करेगा। जब कभी सदस्य चाहें, अतिरिक्त प्रिंटआउट नाममात्र के प्रभार के साथ उपलब्ध कराए जा सकते हैं। पासबुक के मामले में वह कर्मचारी के पास रहेगी जिसे प्रस्तुत किए जाने पर न्यासियों द्वारा आवधिक रूप से अद्यतन किया जाएगा।
15. नियोक्ता सभी सदस्यों को उनकी आवश्यकतानुसार कम्प्यूटर टर्मिनलों से अपने खाते में पड़ी शेष राशि को देखने के समर्थ बनाने के लिए आवश्यक प्रावधान करेंगे।
16. न्यासी बोर्ड और नियोक्ता कर्मचारी भविष्य निधि संगठन द्वारा यथा विहित रूप में ये विवरणियां विनिर्दिष्ट समय सीमा के भीतर मासिक/वार्षिक रूप से दायर करेंगे, जिसे न करने पर इसे चूक माना जाएगा तथा न्यासी बोर्ड और नियोक्ता संयुक्त रूप से और अलग-अलग, कर्मचारी भविष्य निधि संगठन द्वारा की जाने वाली उपयुक्त दाण्डिक कार्रवाई के भागी होंगे।
17. न्यासी बोर्ड समय-समय पर सरकार के निर्देशों के अनुसार भविष्य निधि के पैसे का निवेश करेगा। सरकार के निर्देशों के अनुसार निवेश करने में असफल होने पर न्यासी बोर्ड अलग-अलग और संयुक्त रूप से केन्द्रीय भविष्य निधि आयुक्त या उसके प्रतिनिधि द्वारा यथा अधिरोपित अधिशुल्क का भागी बन जाएगा।
18. (क) प्रतिभूतियां न्यास के नाम से प्राप्त की जाएंगी। इस प्रकार प्राप्त की गई प्रतिभूतियां अभौतिक (डीमेट) रूप में होनी चाहिए तथा न्यास के कार्यचालित रहने वाले क्षेत्रों में अपेक्षित सुविधा के उपलब्ध न होने की स्थिति में न्यासी बोर्ड संबंधित क्षेत्रीय भविष्य निधि आयुक्त को इसकी सूचना देंगे।
(ख) न्यासी बोर्ड लिपि-वार रजिस्टर बनाएगा तथा व्याज की समय पर उगाही सुनिश्चित करेगा।
(ग) डीमेट खाता इस संबंध में केन्द्रीय सरकार द्वारा जारी अनुदेशों के अनुसार भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों के माध्यम से खोला जाए।
(घ) डीमेट खाते का खर्च न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय व्यय माना जाए। प्रतिभूतियों आदि की खरीद की दलाली जैसे निवेशों के सभी प्रकार के खर्चों को भी न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाएगा।
19. प्रतिभूतियों और बाण्डों की खरीद जैसे ऐसे सभी निवेश भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों की सुरक्षा अभिरक्षा में दर्ज किए जाएं, जो इसके संरक्षक होंगे। स्थापना की बंदी या परिसमापन या कर्मचारी भविष्य निधि, 1952 से छूट पर यह संरक्षक, न्यास के नाम पर प्राप्त तथा अपने जमा में पड़े निवेश को संबंधित क्षेत्रीय भविष्य निधि आयुक्त के, इस आशय के, अनुरोध पर संबंधित क्षेत्रीय भविष्य निधि आयुक्त को सीधे अंतरित करेगा।

20. स्थापना संबंधित क्षेत्रीय भविष्य निधि आयुक्त को उन निक्षेपागार प्रतिभागियों (भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित) के विवरण से सूचित करेगी, जिनके पास तथा जिनकी सुरक्षा अभिरक्षा में न्यास के नाम पर किए गए निवेश अर्थात् प्रतिभूतियों, बाण्डों आदि में किए गए निवेश दर्ज किए गए हैं। तथापि, न्यासी बोर्ड उस धनराशि की उगाही कर सकता है, जो दावों के निपटान, नियमानुसार अग्रिमों की मंजूरी और नियोक्ता की सेवा छोड़ने की स्थिति में सदस्य के भविष्य निधि संचयन के अंतरण और प्रतिभूतियों की बिक्री द्वारा अन्य किसी प्राप्तियों अथवा क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के शर्ताधीन निधि के नाम में पड़े अन्य निवेशों जैसे बाध्यकारी व्ययों को पूरा करने के लिए अपेक्षित हों।

21. न्यास द्वारा किए गए निवेशों के लिए किसी वित्तीय या अन्य संस्थाओं द्वारा दिए जाने वाले किसी कमीशन, प्रोत्साहन, बोनस या अन्य आर्थिक लाभ इसके खाते में डाले जाएंगे।

22. नियोक्ता और न्यासी बोर्ड के सदस्य शर्तों का पालन करने की सहमति देते हुए लिखित वचन देंगे तथा यह वैधिक रूप से नियोक्ता और न्यासी बोर्ड के उत्तराधिकारियों और समनुदेशितों पर उनके साथ-साथ बाध्यकारी होगा।

23. नियोक्ता और न्यासी बोर्ड छूट के रद्द होने की स्थिति में संबंधित क्षेत्रीय भविष्य निधि आयुक्त द्वारा विहित समय सीमा के भीतर तत्काल निधियों का अंतरण करने का वचन भी देगा। यह उन पर कानूनी रूप से बाध्यकारी होगा तथा उन्हें निधियों के अंतरण में कोई विलंब होने की स्थिति में अभियोजन का भागी बनाएगा।

24. (क) न्यासी बोर्ड द्वारा अनुरक्षित भविष्य निधि खाता किसी योग्य स्वतंत्र चार्टर्ड लेखाकार द्वारा वार्षिक रूप से लेखा-परीक्षा करने के शर्ताधीन होगा। जहां भी आवश्यक समझा जाए, वहां कर्मचारी भविष्य निधि संगठन को अधिकार होगा कि यह किसी अन्य योग्य लेखा-परीक्षक द्वारा खातों की लेखा-परीक्षा कराए तथा इस प्रकार हुए खर्च नियोक्ता द्वारा वहन किए जाएंगे।

(ख) लेखा-परीक्षकों द्वारा वित्तीय वर्ष अर्थात् 1 अप्रैल से 31 मार्च तक की समाप्ति के बाद छह महीने के भीतर लेखा-परीक्षित तुलन-पत्र सहित लेखा-परीक्षक की रिपोर्ट की प्रति सीधे इस कार्यालय में प्रस्तुत की जाए। तुलन-पत्र का प्रारूप और इस रिपोर्ट में प्रस्तुत की जाने वाली जानकारी कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित की जाएगी तथा संबंधित क्षेत्रीय भविष्य निधि आयुक्त के कार्यालय में इलैक्ट्रॉनिक प्रारूप के साथ हस्ताक्षरित प्रतिलिपि में उपलब्ध कराई जाएगी।

(ग) एक ही लेखा-परीक्षकों को लगातार दो वर्ष के लिए तथा अगले वित्तीय वर्ष के पहले दिन से मिली छूट से अधिक के लिए नियुक्त न किया जाए।

25. लगातार तीन वित्तीय वर्षों तक कोई हानि या पूंजी आधार में कटौती को अगले वित्तीय वर्ष के पहले दिन से मिली छूट प्राप्त होगी।

26. नियोक्ता प्रत्येक माह की समाप्ति से 15 दिन के भीतर निरीक्षण हेतु ऐसी सुविधाओं का प्रावधान करेगा तथा ऐसे निरीक्षण प्रभागों का भुगतान करेगा जो केन्द्रीय सरकार द्वारा अधिनियम की धारा 17 के उप-खण्ड (3) के खण्ड(क) के अंतर्गत समय-समय पर दिए निर्देशों के अनुसार हों।

27. न्यासी बोर्ड या नियोक्त द्वारा छूट देने के लिए शर्तों के किसी उल्लंघन की स्थिति में दी गई छूट संबंधित व्यक्ति को इस संबंध में कारण बताओ नोटिस जारी करने के बाद रद्द कर दी जाएगी।

28. किसी भी धोखे, गबन, गलत निवेश निर्णयों आदि के फलस्वरूप ट्रस्ट को हुए किसी भी नुकसान की स्थिति में नियोक्ता नुकसान पूरा करने का भागी होगा।

29. किसी विलय, अविलय, अभिग्रहण, बिक्री, एकीकरण, सहायक कंपनी का गठन चाहे पूर्णतः स्वामित्व वाली हो या नहीं इत्यादि के फलस्वरूप यदि प्रतिष्ठान की कानूनी स्थिति में कोई भी बदलाव होता है तो दी गई छूट निरस्त होगी एवं प्रतिष्ठान को तुरंत नई छूट देने के लिए मामले की रिपोर्ट करनी चाहिए।

30. एक ही भविष्य निधि ट्रस्ट में एक से अधिक इकाई/प्रतिष्ठानों के भाग लेने की स्थिति में भाग लेने वाली इकाईयों के किसी भी ट्रस्टी/नियोक्ता द्वारा कोई भी चूक होने पर सभी ट्रस्टी संयुक्त रूप से एवं अलग से जिम्मेदार/उत्तरदायी होंगे और आरपीएफसी आम भविष्य निधि ट्रस्ट के सभी न्यासियों के विरुद्ध उपयुक्त कानूनी कार्रवाई करेगा।

31. छूट प्राप्त न्यास निधि के अधिग्रहण के मामले में, अंतरीय व्याज के कारण हानि के अनुमानित निवल वर्तमान मूल्य की वसूली प्रतिष्ठान से की जानी चाहिए।

32. केन्द्र सरकार प्रतिष्ठान की छूट की निरंतरता के लिए शर्तों को बढ़ा सकती है और जब भी इनको संप्रेषित किया जाएगा ये प्रतिष्ठान इन अतिरिक्त शर्तों का अनुपालन करने के लिए बाध्य होंगे।

New Delhi, the 25th April, 2016

S.O. 748.—Whereas M/s. Hexaware Technologies Limited [under Code No.MH/42123 in Vashi Sub-region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions annexed with this notification, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01.07.1996 until further notification.

[No.S-35015/79/2014-SS-II]
SUBHASH KUMAR, Under Secy.

ANNEXURE

CONDITIONS FOR GRANT OF EXEMPTION FROM THE PROVISIONS OF EMPLOYEES PROVIDENT FUND SCHEME, 1952

1. The employer shall establish a Board of Trustees under his Chairmanship for the management of the Provident Fund according to such directions as may be given by the Central Government or the Central Provident Fund Commissioner, as the case may be, from time to time. The provident fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees' Provident Funds Organisation, inter alia, for proper accounts of the receipts into and payment from the Provident Fund and the balance in their custody. For this purpose, the "employer" shall mean:-

(i) In relation to an establishment, which is a factory, the owner or occupier of the factory: and

(ii) In relation to any other establishment, the person who, or the authority, that has the ultimate control over the affairs of the establishment.

2. The Board of Trustees shall meet at least once in every three months and shall function in accordance with the guidelines that may be issued from time to time by the Central Government/Central Provident Fund Commissioner(CPFC) or an officer authorized by him.

3. All employees' as defined in section 2(f) of the act, who have been eligible to become members of the Provident Fund' had the establishment not been granted exemption, shall be enrolled as members.

4. Where an employee who is already a member of Employees' Provident fund or a Provident Fund of any other exempted establishment is employed in his establishment, the employer shall immediately enroll him as a member of the fund. The employer should also arrange to have the accumulations in the Provident Fund account of such employee with his previous employer transferred and credited into his account.

5. The employer shall transfer to the Board of Trustees the contributions payable to the Provident Fund by himself and employees at the rate prescribed under the act from time to time by the 15th of each month following the month for which the contributions are payable. The employer shall be liable to pay simple interest in terms of the provisions of Section 7Q of the Act for any delay in payment of any dues towards the Board of Trustees.

6. The employer shall bear all the expenses of the administration of Provident Fund and also make good any other loss that may be caused to the Provident Fund due to theft, burglary, defalcation, misappropriation or any other reason.

7. Any deficiency in the interest declared by the Board of Trustees is to be made good by the employer to bring it up to the statutory limit.

8. The employer shall display on the notice board of the establishment, a copy of the rules of the funds as approved by the appropriate authority and as and when amended thereto along with a translation in the language of the majority of the employees.

9. The rate of contributions payable, the conditions and quantum of advances and other matters laid down under the provident fund rules of the establishment and the interest credited to the account of each member, calculated on the monthly running balance of the member and declared by the Board of Trustees shall not be lower than those declared by the Central Government under the various provisions prescribed in the Act and Scheme framed thereunder.
10. Any amendment to the Scheme, which is more beneficial to the employees than the existing rules of the establishment, shall be made applicable to them automatically pending formal amendment of the Rules of the Trust.
11. No amendment in the rules shall be made by the employer without the prior approval of the Regional Provident Fund Commissioner. The Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.
12. All claims for withdrawals, advances and transfers should be settled expeditiously, within the maximum time frame prescribed by the Employees' Provident Fund Organisation.
13. The Board of Trustees shall maintain detailed accounts to show the contributions credited withdrawal and interest in respect of each employee. The maintenance of such records should preferably be done electronically. The establishments should periodically transmit the details of members' accounts electronically as and when directed by the Central Provident Commissioner/Regional Provident Fund Commissioner.
14. The Board of Trustees shall issue an annual statement of accounts or pass books to every employee within six months of the close of financial/accounting year free of cost once in the year. Additional printouts can be made available as and when the members want, subject to nominal charges. In case of passbook, the same shall remain in custody of employee to be updated periodically by the Trustees when presented to them.
15. The employer shall make necessary provisions to enable all the members to be able to see their account balance from the computer terminals as and when required by them.
16. The Board of Trustees and the employer shall file such returns monthly/annually as may be prescribed by the Employees' Provident Fund Organisation within the specified time limit, failing which it will be deemed as a default and the Board of Trustees and employer will jointly and separately be liable for suitable penal action by the Employees' Provident Fund Organisation.
17. The Board of Trustees shall invest the monies of the provident fund as per the directions of the Government from time to time. Failure to make investments as per directions of the Government shall make the Board of Trustees separately and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.
18. (a) The securities shall be obtained in the name of Trust. The securities so obtained should be in dematerialized (DEMAT) form and in case the required facility is not available in the areas where the trust operates the Board of Trustees shall inform the Regional Provident Fund Commissioner concerned about the same.
- (b) The Board of Trustees shall maintain a script wise register and ensure timely realization of interest.
- (c) The DEMAT Account should be opened through depository participants approved by Reserve Bank of India and Central Government in accordance with the instructions issued by the Central Government in this regard.
- (d) The cost of maintaining DEMAT account should be treated as incidental cost of investment by the Trust. Also all types of cost of investments like brokerage for purchase of securities etc. shall be treated as incidental cost of investment by the Trust.
19. All such investments made like purchase of securities and bonds, should be lodged in the safe custody of depository participants approved by Reserve Bank of India and Central Government, who shall be the custodian of the same. On closure of establishment or liquidation or cancellation of exemption from EPF Scheme, 1952 such custodian shall transfer the investment obtained in the name of the Trust and standing in its credit to the Regional PF Commissioner concerned directly on receipt of request from the Regional PF Commissioner concerned to that effect.
20. The establishment shall intimate to the Regional P.F. Commissioner concerned the details of depository participants (approved by RBI and Central Government), with whom and in whose safe custody, the investments made in the name of trust, viz., investments made in securities, bonds, etc. have been lodged. However, the Board of Trustees may raise such sum of sums of money as may be required for meeting obligatory expenses such as settlement of claims,

grant of advances as per rules and transfer of member's PF accumulations in the event of his/her leaving service of the employer and any other receipts by sale of the securities or other investments standing in the name of the Fund subject to the prior approval of the Regional PF Commissioner.

21. Any commission, incentive, bonus or other pecuniary rewards given by any financial or other institutions for the investments made by the Trust should be credited to its account.

22. The employer and the members of the Board of Trustees, shall furnish a written undertaking agreeing to abide by the conditions and this shall be legally binding on the employer and the Board of Trustees, including their successors and assignees.

23. The employer and the Board of Trustees shall also give an undertaking to transfer the funds promptly within the time limit prescribed by the concerned RPFC in the event of cancellation of relaxation. This shall be legally binding on them and will make them liable for prosecution in the event of any delay in the transfer of funds.

24. (a) The account of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent chartered accountant annually. Where considered necessary the EPFO shall have the right to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the employer.

(b) A copy of the Auditor's report alongwith the audited balance sheet should be submitted to this office by the Auditors directly within six months after the closing of the financial year from 1st April to 31st March. The format of the balance sheet and the information to be furnished in the report shall be prescribed by the Employees' Provident fund Organisation and made available with the RPFC office in electronic format as well as a signed hard copy.

(c) The same auditors should not be appointed for two consecutive years and not more than the relaxation withdrawn from the first day of the next succeeding financial year.

25. Any loss for the three consecutive financial years or erosion in the capital base shall have the relaxation withdrawn from the first day of the next succeeding financial year.

26. The employer shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time to time direct under clause (a) of sub-section (3) of Section 17 of the Act within 15 days from the close of every month.

27. In the event of any violation of the conditions for grant of relaxation, by the employer or the Board of Trustees, the relaxation granted shall be cancelled after issuing a show cause notice in this regard to the concerned persons.

28. In the event of any loss to the trust as a result of any fraud, defalcation, wrong investment decisions etc. the employer shall be liable to make good the loss.

29. In case of any change of legal status of the establishment as a result of merger, de-merger, acquisition, sale, amalgamation, formation of a subsidiary, whether wholly owned or not etc., the relaxation granted shall stand revoked and the establishment should promptly report the matter for grant of fresh relaxation.

30. In case there are more than one unit/establishment participating in the common Provident Fund Trust, all the trustees shall be jointly and separately liable/responsible for any default committed by any of the trustees/employer of any of the participating units and the RPFC shall take suitable legal action against all the trustees of the common Provident Fund Trust.

31. In case of takeover of the exempted Trust Fund, estimated net present value of the loss due to differential interest should be recovered from the establishment.

32. The Central Government may lay down further conditions for continuation of exemption of the establishment and the establishment shall be bound to comply with these additional conditions as and when the same are communicated.

नई दिल्ली, 25 अप्रैल, 2016

का. आ. 749.—जबकि मैसर्स यू. पी. ट्वीगा फाइबरग्लास लिमिटेड [मेरठ क्षेत्र में कोड संख्या यूपी/7708 के अंतर्गत] (एतदुपरांत प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरांत अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्रीय सरकार के विचार में, अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कर्मचारियों के लिए कम उपयुक्त नहीं हैं और कर्मचारी उक्त अधिनियम अथवा कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरांत योजना के रूप में संदर्भित) के अंतर्गत सदृश स्वरूप के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में दी जाने वाली अन्य भविष्य निधि प्रसुविधाओं का भी लाभ उठा रहे हैं।

3. अतः, अब, केन्द्र सरकार, उक्त अधिनियम की धारा 17 की उप धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना के साथ सन्लग्न शर्तों के अध्याधीन उक्त प्रतिष्ठान को अगली अधिसूचना तक 01.04.1983 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/2/2015-एसएस-II]

सुभाष कुमार, अवर सचिव

अनुबंध

कर्मचारी भविष्य निधि योजना, 1952 के उपबंधों से छूट प्रदान करने संबंधी शर्तें

1. नियोक्ता समय-समय पर केन्द्रीय सरकार अथवा केन्द्रीय भविष्य निधि आयुक्त, जैसी भी स्थिति हो, द्वारा दिए जाने वाले ऐसे निदेशों के अनुसार भविष्य निधि के प्रबंधन हेतु अपनी अध्यक्षता में एक न्यासी बोर्ड गठित करेगा। भविष्य निधि न्यासी बोर्ड में विहित होगी जो अन्य बातों के साथ-साथ कर्मचारी भविष्य निधि संगठन के प्रति भविष्य निधि में प्राप्तियों और उसमें से भुगतान के उचित लेखों और उनकी अभिरक्षा में शेष राशि के लिए उत्तरदायी होगा। इस प्रयोजनार्थ, "नियोक्ता" से:-
 - (i) किसी प्रतिष्ठान, जो एक कारखाना हो, उसके संबंध में, कारखाने का स्वामी अथवा अधिष्ठाता अभिप्रेत होगा; और
 - (ii) किसी अन्य प्रतिष्ठान के संबंध में, वह व्यक्ति, अथवा प्राधिकारी अभिप्रेत होगा, जिसका उस प्रतिष्ठान के कामकाज पर अंतिम नियंत्रण हो।
2. न्यासी बोर्ड हरेक तिमाही में कम से कम एक बार बैठक करेगा और वह केन्द्र सरकार/केन्द्रीय भविष्य निधि आयुक्त (सीपीएफसी) अथवा उसके द्वारा प्राधिकृत किसी अधिकारी द्वारा समय समय पर जारी किए जाने वाले दिशानिर्देशों के अनुसार कार्य करेगा।
3. अधिनियम की धारा 2(च) में यथा परिभाषित सभी कर्मचारी, जो भविष्य निधि के सदस्य बनने के पात्र रहें हैं, यदि प्रतिष्ठान को छूट प्रदान नहीं की होती, उन्हें सदस्यों के रूप में नामांकित किया जाएगा।
4. जहां कोई कर्मचारी जो पहले ही किसी अन्य छूट-प्राप्त प्रतिष्ठान के किसी कर्मचारी भविष्य निधि अथवा भविष्य निधि का सदस्य हो, उसे उसके प्रतिष्ठान में नियोजित किया जाता है, तो नियोक्ता उसे तत्काल निधि के सदस्य के रूप में नामांकित करेगा। नियोक्ता ऐसे कर्मचारी के भविष्य निधि खाते में उसके पहले नियोक्ता से संचय राशियां अंतरित और जमा करवाने की भी व्यवस्था करेगा।
5. नियोक्ता भविष्य निधि को उसके द्वारा और कर्मचारी के द्वारा समय-समय पर अधिनियम के अंतर्गत निर्धारित दर से देय अंशदान को, जिस माह के लिए अंशदान देय हों उसके बाद के माह की 15 तारीख तक न्यासी बोर्ड को अंतरित करेगा। नियोक्ता न्यासी बोर्ड को किन्हीं देयों के भुगतान में किसी विलम्ब के लिए अधिनियम की धारा 7 थ के उपबंधों के अनुसार साधारण ब्याज अदा करने का दायी होगा।
6. नियोक्ता भविष्य निधि के प्रशासन के सभी व्यय वहन करेगा और चोरी, डकैती, गबन, दुर्विनियोग अथवा किसी अन्य कारण से भविष्य निधि को हो सकने वाले किसी घाटे की भी भरपाई करेगा।
7. न्यासी बोर्ड द्वारा घोषित ब्याज में किसी कमी को भी नियोक्ता द्वारा पूरा किया जाना होगा और उसे सांविधिक सीमा तक लाना होगा।
8. नियोक्ता जब कभी नियम संशोधित किए जाएं, समुचित प्राधिकारी द्वारा यथा अनुमोदित, निधि के नियमों की एक प्रति अधिसंख्यक कर्मचारियों की भाषा में उनके अनुवाद सहित प्रतिष्ठान के सूचना पट पर प्रदर्शित करेगा।

9. प्रतिष्ठान के भविष्य निधि नियमों के अंतर्गत निर्धारित देय अंशदान की दर, अग्रिम की शर्तें और मात्रा तथा अन्य मामले और सदस्य के मासिक चालू शेष पर संगणित और न्यासी बोर्ड द्वारा घोषित, प्रत्येक सदस्य के खाते में जमा किया गया व्याज, अधिनियम और उसके अंतर्गत निर्मित योजना में निर्धारित विभिन्न उपबंधों के अंतर्गत केन्द्र सरकार द्वारा घोषित दर से कम नहीं होगा।
10. योजना में कोई संशोधन, जो प्रतिष्ठान के विद्यमान नियमों की तुलना में कर्मचारियों के लिए अधिक लाभदायक हो, उसे न्यास के नियमों में औपचारिक संशोधन के लंबित रहते उन पर स्वतः लागू किया जाएगा।
11. नियोक्ता द्वारा नियमों में कोई भी संशोधन क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के बिना नहीं किया जाएगा। क्षेत्रीय भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना रुख स्पष्ट करने का वाजिब अवसर देगा।
12. निकासी, अग्रिम और अंतरण के सभी दावे कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित अधिकतम समय सीमा के भीतर, शीघ्रता से निपटाए जाएंगे।
13. न्यासी बोर्ड प्रत्येक कर्मचारी के संबंध में जमा किए गए अंशदान, निकासी और व्याज दर्शाने के लिए विस्तारित लेखों का रख-रखाव करेगा। ऐसे अभिलेखों का रख-रखाव अधिमानतः इलेक्ट्रॉनिक रूप से रखा जाएगा। प्रतिष्ठान आवधिक रूप से जब कभी केन्द्रीय भविष्य निधि आयुक्त/क्षेत्रीय भविष्य निधि आयुक्त द्वारा निदेश दिया जाए, सदस्यों के लेखों को इलेक्ट्रॉनिक रूप से सम्प्रेषित करेंगे।
14. न्यासी बोर्ड वर्ष में एक बार वित्तीय/लेखा वर्ष के समाप्त होने के छः माह के भीतर प्रत्येक कर्मचारी को निःशुल्क लेखों का वार्षिक विवरण अथवा पासबुक जारी करेगा। जब कभी सदस्य चाहें, अतिरिक्त प्रिंटआउट नाममात्र के प्रभार के साथ उपलब्ध कराए जा सकते हैं। पासबुक के मामले में वह कर्मचारी के पास रहेगी जिसे प्रस्तुत किए जाने पर न्यासियों द्वारा आवधिक रूप से अद्यतन किया जाएगा।
15. नियोक्ता सभी सदस्यों को उनकी आवश्यकतानुसार कम्प्यूटर टर्मिनलों से अपने खाते में पड़ी शेष राशि को देखने के समर्थ बनाने के लिए आवश्यक प्रावधान करेंगे।
16. न्यासी बोर्ड और नियोक्ता कर्मचारी भविष्य निधि संगठन द्वारा यथा विहित रूप में ये विवरणियां विनिर्दिष्ट समय सीमा के भीतर मासिक/वार्षिक रूप से दायर करेंगे, जिसे न करने पर इसे चूक माना जाएगा तथा न्यासी बोर्ड और नियोक्ता संयुक्त रूप से और अलग-अलग, कर्मचारी भविष्य निधि संगठन द्वारा की जाने वाली उपयुक्त दाण्डिक कार्रवाई के भागी होंगे।
17. न्यासी बोर्ड समय-समय पर सरकार के निर्देशों के अनुसार भविष्य निधि के पैसे का निवेश करेगा। सरकार के निर्देशों के अनुसार निवेश करने में असफल होने पर न्यासी बोर्ड अलग-अलग और संयुक्त रूप से केन्द्रीय भविष्य निधि आयुक्त या उसके प्रतिनिधि द्वारा यथा अधिरोपित अधिशुल्क का भागी बन जाएगा।
18. (क) प्रतिभूतियां न्यास के नाम से प्राप्त की जाएंगी। इस प्रकार प्राप्त की गई प्रतिभूतियां अभौतिक (डीमेट) रूप में होनी चाहिए तथा न्यास के कार्यचालित रहने वाले क्षेत्रों में अपेक्षित सुविधा के उपलब्ध न होने की स्थिति में न्यासी बोर्ड संबंधित क्षेत्रीय भविष्य निधि आयुक्त को इसकी सूचना देंगे।
- (ख) न्यासी बोर्ड लिपि-वार रजिस्टर बनाएगा तथा व्याज की समय पर उगाही सुनिश्चित करेगा।
- (ग) डीमेट खाता इस संबंध में केन्द्रीय सरकार द्वारा जारी अनुदेशों के अनुसार भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों के माध्यम से खोला जाए।
- (घ) डीमेट खाते का खर्च न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय व्यय माना जाए। प्रतिभूतियों आदि की खरीद की दलाली जैसे निवेशों के सभी प्रकार के खर्चों को भी न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाएगा।
19. प्रतिभूतियों और बाण्डों की खरीद जैसे ऐसे सभी निवेश भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों की सुरक्षा अभिरक्षा में दर्ज किए जाएं, जो इसके संरक्षक होंगे। स्थापना की बंदी या परिसमापन या कर्मचारी भविष्य निधि, 1952 से छूट पर यह संरक्षक, न्यास के नाम पर प्राप्त तथा अपने जमा में पड़े निवेश को संबंधित क्षेत्रीय भविष्य निधि आयुक्त के, इस आशय के, अनुरोध पर संबंधित क्षेत्रीय भविष्य निधि आयुक्त को सीधे अंतरित करेगा।

20. स्थापना संबंधित क्षेत्रीय भविष्य निधि आयुक्त को उन निक्षेपागार प्रतिभागियों (भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित) के विवरण से सूचित करेगी, जिनके पास तथा जिनकी सुरक्षा अभिरक्षा में न्यास के नाम पर किए गए निवेश अर्थात् प्रतिभूतियों, बाण्डों आदि में किए गए निवेश दर्ज किए गए हैं। तथापि, न्यासी बोर्ड उस धनराशि की उगाही कर सकता है, जो दावों के निपटान, नियमानुसार अग्रिमों की मंजूरी और नियोक्ता की सेवा छोड़ने की स्थिति में सदस्य के भविष्य निधि संचयन के अंतरण और प्रतिभूतियों की बिक्री द्वारा अन्य किसी प्राप्तियों अथवा क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के शर्ताधीन निधि के नाम में पड़े अन्य निवेशों जैसे बाध्यकारी व्ययों को पूरा करने के लिए अपेक्षित हों।

21. न्यास द्वारा किए गए निवेशों के लिए किसी वित्तीय या अन्य संस्थाओं द्वारा दिए जाने वाले किसी कमीशन, प्रोत्साहन, बोनस या अन्य आर्थिक लाभ इसके खाते में डाले जाएंगे।

22. नियोक्ता और न्यासी बोर्ड के सदस्य शर्तों का पालन करने की सहमति देते हुए लिखित वचन देंगे तथा यह वैधिक रूप से नियोक्ता और न्यासी बोर्ड के उत्तराधिकारियों और समनुदेशितों पर उनके साथ-साथ बाध्यकारी होगा।

23. नियोक्ता और न्यासी बोर्ड छूट के रद्द होने की स्थिति में संबंधित क्षेत्रीय भविष्य निधि आयुक्त द्वारा विहित समय सीमा के भीतर तत्काल निधियों का अंतरण करने का वचन भी देगा। यह उन पर कानूनी रूप से बाध्यकारी होगा तथा उन्हें निधियों के अंतरण में कोई विलंब होने की स्थिति में अभियोजन का भागी बनाएगा।

24. (क) न्यासी बोर्ड द्वारा अनुरक्षित भविष्य निधि खाता किसी योग्य स्वतंत्र चार्टर्ड लेखाकार द्वारा वार्षिक रूप से लेखा-परीक्षा करने के शर्ताधीन होगा। जहां भी आवश्यक समझा जाए, वहां कर्मचारी भविष्य निधि संगठन को अधिकार होगा कि यह किसी अन्य योग्य लेखा-परीक्षक द्वारा खातों की लेखा-परीक्षा कराए तथा इस प्रकार हुए खर्च नियोक्ता द्वारा वहन किए जाएंगे।

(ख) लेखा-परीक्षकों द्वारा वित्तीय वर्ष अर्थात् 1 अप्रैल से 31 मार्च तक की समाप्ति के बाद छह महीने के भीतर लेखा-परीक्षित तुलन-पत्र सहित लेखा-परीक्षक की रिपोर्ट की प्रति सीधे इस कार्यालय में प्रस्तुत की जाए। तुलन-पत्र का प्रारूप और इस रिपोर्ट में प्रस्तुत की जाने वाली जानकारी कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित की जाएगी तथा संबंधित क्षेत्रीय भविष्य निधि आयुक्त के कार्यालय में इलैक्ट्रॉनिक प्रारूप के साथ हस्ताक्षरित प्रतिलिपि में उपलब्ध कराई जाएगी।

(ग) एक ही लेखा-परीक्षकों को लगातार दो वर्ष के लिए तथा अगले वित्तीय वर्ष के पहले दिन से मिली छूट से अधिक के लिए नियुक्त न किया जाए।

25. लगातार तीन वित्तीय वर्षों तक कोई हानि या पूंजी आधार में कटौती को अगले वित्तीय वर्ष के पहले दिन से मिली छूट प्राप्त होगी।

26. नियोक्ता प्रत्येक माह की समाप्ति से 15 दिन के भीतर निरीक्षण हेतु ऐसी सुविधाओं का प्रावधान करेगा तथा ऐसे निरीक्षण प्रभागों का भुगतान करेगा जो केन्द्रीय सरकार द्वारा अधिनियम की धारा 17 के उप-खण्ड (3) के खण्ड(क) के अंतर्गत समय-समय पर दिए निर्देशों के अनुसार हों।

27. न्यासी बोर्ड या नियोक्त द्वारा छूट देने के लिए शर्तों के किसी उल्लंघन की स्थिति में दी गई छूट संबंधित व्यक्ति को इस संबंध में कारण बताओ नोटिस जारी करने के बाद रद्द कर दी जाएगी।

28. किसी भी धोखे, गबन, गलत निवेश निर्णयों आदि के फलस्वरूप ट्रस्ट को हुए किसी भी नुकसान की स्थिति में नियोक्ता नुकसान पूरा करने का भागी होगा।

29. किसी विलय, अविलय, अभिग्रहण, बिक्री, एकीकरण, सहायक कंपनी का गठन चाहे पूर्णतः स्वामित्व वाली हो या नहीं इत्यादि के फलस्वरूप यदि प्रतिष्ठान की कानूनी स्थिति में कोई भी बदलाव होता है तो दी गई छूट निरस्त होगी एवं प्रतिष्ठान को तुरंत नई छूट देने के लिए मामले की रिपोर्ट करनी चाहिए।

30. एक ही भविष्य निधि ट्रस्ट में एक से अधिक इकाई/प्रतिष्ठानों के भाग लेने की स्थिति में भाग लेने वाली इकाईयों के किसी भी ट्रस्टी/नियोक्ता द्वारा कोई भी चूक होने पर सभी ट्रस्टी संयुक्त रूप से एवं अलग से जिम्मेदार/उत्तरदायी होंगे और आरपीएफसी आम भविष्य निधि ट्रस्ट के सभी न्यासियों के विरुद्ध उपयुक्त कानूनी कार्रवाई करेगा।

31. छूट प्राप्त न्यास निधि के अधिग्रहण के मामले में, अंतरीय व्याज के कारण हानि के अनुमानित निवल वर्तमान मूल्य की वसूली प्रतिष्ठान से की जानी चाहिए।

32. केन्द्र सरकार प्रतिष्ठान की छूट की निरंतरता के लिए शर्तों को बढ़ा सकती है और जब भी इनको संप्रेषित किया जाएगा ये प्रतिष्ठान इन अतिरिक्त शर्तों का अनुपालन करने के लिए बाध्य होंगे।

New Delhi, the 25th April, 2016

S.O. 749.—Whereas M/s. U.P. Twiga Fiberglass Ltd. [under Code No. UP/7708 in Meerut region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions annexed with this notification, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01.04.1983 until further notification.

[No.S-35015/2/2015-SS-II]
SUBHASH KUMAR, Under Secy.

ANNEXURE

CONDITIONS FOR GRANT OF EXEMPTION FROM THE PROVISIONS OF EMPLOYEES PROVIDENT FUND SCHEME, 1952

1. The employer shall establish a Board of Trustees under his Chairmanship for the management of the Provident Fund according to such directions as may be given by the Central Government or the Central Provident Fund Commissioner, as the case may be, from time to time. The provident fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees' Provident Funds Organisation, inter alia, for proper accounts of the receipts into and payment from the Provident Fund and the balance in their custody. For this purpose, the "employer" shall mean:-

(i) In relation to an establishment, which is a factory, the owner or occupier of the factory; and

(ii) In relation to any other establishment, the person who, or the authority, that has the ultimate control over the affairs of the establishment.

2. The Board of Trustees shall meet at least once in every three months and shall function in accordance with the guidelines that may be issued from time to time by the Central Government/Central Provident Fund Commissioner(CPFC) or an officer authorized by him.

3. All employees' as defined in section 2(f) of the act, who have been eligible to become members of the Provident Fund' had the establishment not been granted exemption, shall be enrolled as members.

4. Where an employee who is already a member of Employees' Provident fund or a Provident Fund of any other exempted establishment is employed in his establishment, the employer shall immediately enroll him as a member of the fund. The employer should also arrange to have the accumulations in the Provident Fund account of such employee with his previous employer transferred and credited into his account.

5. The employer shall transfer to the Board of Trustees the contributions payable to the Provident Fund by himself and employees at the rate prescribed under the act from time to time by the 15th of each month following the month for which the contributions are payable. The employer shall be liable to pay simple interest in terms of the provisions of Section 7Q of the Act for any delay in payment of any dues towards the Board of Trustees.

6. The employer shall bear all the expenses of the administration of Provident Fund and also make good any other loss that may be caused to the Provident Fund due to theft, burglary, defalcation, misappropriation or any other reason.

7. Any deficiency in the interest declared by the Board of Trustees is to be made good by the employer to bring it up to the statutory limit.

8. The employer shall display on the notice board of the establishment, a copy of the rules of the funds as approved by the appropriate authority and as and when amended thereto along with a translation in the language of the majority of the employees.

9. The rate of contributions payable, the conditions and quantum of advances and other matters laid down under the provident fund rules of the establishment and the interest credited to the account of each member, calculated on the monthly running balance of the member and declared by the Board of Trustees shall not be lower than those declared by the Central Government under the various provisions prescribed in the Act and Scheme framed thereunder.

10. Any amendment to the Scheme, which is more beneficial to the employees than the existing rules of the establishment, shall be made applicable to them automatically pending formal amendment of the Rules of the Trust.

11. No amendment in the rules shall be made by the employer without the prior approval of the Regional Provident Fund Commissioner. The Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

12. All claims for withdrawals, advances and transfers should be settled expeditiously, within the maximum time frame prescribed by the Employees' Provident Fund Organisation.

13. The Board of Trustees shall maintain detailed accounts to show the contributions credited withdrawal and interest in respect of each employee. The maintenance of such records should preferably be done electronically. The establishments should periodically transmit the details of members' accounts electronically as and when directed by the Central Provident Commissioner/Regional Provident Fund Commissioner.

14. The Board of Trustees shall issue an annual statement of accounts or pass books to every employee within six months of the close of financial/accounting year free of cost once in the year. Additional printouts can be made available as and when the members want, subject to nominal charges. In case of passbook, the same shall remain in custody of employee to be updated periodically by the Trustees when presented to them.

15. The employer shall make necessary provisions to enable all the members to be able to see their account balance from the computer terminals as and when required by them.

16. The Board of Trustees and the employer shall file such returns monthly/annually as may be prescribed by the Employees' Provident Fund Organisation within the specified time limit, failing which it will be deemed as a default and the Board of Trustees and employer will jointly and separately be liable for suitable penal action by the Employees' Provident Fund Organisation.

17. The Board of Trustees shall invest the monies of the provident fund as per the directions of the Government from time to time. Failure to make investments as per directions of the Government shall make the Board of Trustees separately and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.

18. (a) The securities shall be obtained in the name of Trust. The securities so obtained should be in dematerialized (DEMAT) form and in case the required facility is not available in the areas where the trust operates the Board of Trustees shall inform the Regional Provident Fund Commissioner concerned about the same.

(b) The Board of Trustees shall maintain a script wise register and ensure timely realization of interest.

(c) The DEMAT Account should be opened through depository participants approved by Reserve Bank of India and Central Government in accordance with the instructions issued by the Central Government in this regard.

(d) The cost of maintaining DEMAT account should be treated as incidental cost of investment by the Trust. Also all types of cost of investments like brokerage for purchase of securities etc. shall be treated as incidental cost of investment by the Trust.

19. All such investments made like purchase of securities and bonds, should be lodged in the safe custody of depository participants approved by Reserve Bank of India and Central Government, who shall be the custodian of the same. On closure of establishment or liquidation or cancellation of exemption from EPF Scheme, 1952 such custodian shall transfer the investment obtained in the name of the Trust and standing in its credit to the Regional PF Commissioner concerned directly on receipt of request from the Regional PF Commissioner concerned to that effect.

20. The establishment shall intimate to the Regional P.F. Commissioner concerned the details of depository participants (approved by RBI and Central Government), with whom and in whose safe custody, the investments made in the name of trust, viz., investments made in securities, bonds, etc. have been lodged. However, the Board of Trustees may raise such sum of sums of money as may be required for meeting obligatory expenses such as settlement of claims, grant of advances as per rules and transfer of member's PF accumulations in the event of his/her leaving service of the

employer and any other receipts by sale of the securities or other investments standing in the name of the Fund subject to the prior approval of the Regional PF Commissioner.

21. Any commission, incentive, bonus or other pecuniary rewards given by any financial or other institutions for the investments made by the Trust should be credited to its account.

22. The employer and the members of the Board of Trustees, shall furnish a written undertaking agreeing to abide by the conditions and this shall be legally binding on the employer and the Board of Trustees, including their successors and assignees.

23. The employer and the Board of Trustees shall also give an undertaking to transfer the funds promptly within the time limit prescribed by the concerned RPFC in the event of cancellation of relaxation. This shall be legally binding on them and will make them liable for prosecution in the event of any delay in the transfer of funds.

24. (a) The account of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent chartered accountant annually. Where considered necessary the EPFO shall have the right to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the employer.

(b) A copy of the Auditor's report alongwith the audited balance sheet should be submitted to this office by the Auditors directly within six months after the closing of the financial year from 1st April to 31st March. The format of the balance sheet and the information to be furnished in the report shall be prescribed by the Employees' Provident fund Organisation and made available with the RPFC office in electronic format as well as a signed hard copy.

(c) The same auditors should not be appointed for two consecutive years and not more than the relaxation withdrawn from the first day of the next succeeding financial year.

25. Any loss for the three consecutive financial years or erosion in the capital base shall have the relaxation withdrawn from the first day of the next succeeding financial year.

26. The employer shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time to time direct under clause (a) of sub-section (3) of Section 17 of the Act within 15 days from the close of every month.

27. In the event of any violation of the conditions for grant of relaxation, by the employer or the Board of Trustees, the relaxation granted shall be cancelled after issuing a show cause notice in this regard to the concerned persons.

28. In the event of any loss to the trust as a result of any fraud, defalcation, wrong investment decisions etc. the employer shall be liable to make good the loss.

29. In case of any change of legal status of the establishment as a result of merger, de-merger, acquisition, sale, amalgamation, formation of a subsidiary, whether wholly owned or not etc., the relaxation granted shall stand revoked and the establishment should promptly report the matter for grant of fresh relaxation.

30. In case there are more than one unit/establishment participating in the common Provident Fund Trust, all the trustees shall be jointly and separately liable/responsible for any default committed by any of the trustees/employer of any of the participating units and the RPFC shall take suitable legal action against all the trustees of the common Provident Fund Trust.

31. In case of takeover of the exempted Trust Fund, estimated net present value of the loss due to differential interest should be recovered from the establishment.

32. The Central Government may lay down further conditions for continuation of exemption of the establishment and the establishment shall be bound to comply with these additional conditions as and when the same are communicated.

नई दिल्ली, 25 अप्रैल, 2016

का. आ. 750.—जबकि मैसर्स हेवलेट पैकर्ड फाइनेन्सियल सर्विसेज (इंडिया) प्रा. लिमिटेड [बंगलौर क्षेत्र में कोड संख्या केएन/67172 के अंतर्गत] (एतदुपरांत प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरांत अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्रीय सरकार के विचार में, अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कर्मचारियों के लिए कम उपयुक्त नहीं हैं और कर्मचारी उक्त अधिनियम अथवा कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरांत योजना के रूप में संदर्भित) के अंतर्गत सदृश स्वरूप के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में दी जाने वाली अन्य भविष्य निधि प्रसुविधाओं का भी लाभ उठा रहे हैं।

3. अतः, अब, केन्द्र सरकार, उक्त अधिनियम की धारा 17 की उप धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना के साथ सन्लग्न शर्तों के अध्याधीन उक्त प्रतिष्ठान को अगली अधिसूचना तक की तारीख से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/3/2015-एसएस-II]

सुभाष कुमार, अवर सचिव

अनुबंध

कर्मचारी भविष्य निधि योजना, 1952 के उपबंधों से छूट प्रदान करने संबंधी शर्तें

1. नियोक्ता समय-समय पर केन्द्रीय सरकार अथवा केन्द्रीय भविष्य निधि आयुक्त, जैसी भी स्थिति हो, द्वारा दिए जाने वाले ऐसे निदेशों के अनुसार भविष्य निधि के प्रबंधन हेतु अपनी अध्यक्षता में एक न्यासी बोर्ड गठित करेगा। भविष्य निधि न्यासी बोर्ड में विहित होगी जो अन्य बातों के साथ-साथ कर्मचारी भविष्य निधि संगठन के प्रति भविष्य निधि में प्राप्तियों और उसमें से भुगतान के उचित लेखों और उनकी अभिरक्षा में शेष राशि के लिए उत्तरदायी होगा। इस प्रयोजनार्थ, "नियोक्ता" से:-

- (i) किसी प्रतिष्ठान, जो एक कारखाना हो, उसके संबंध में, कारखाने का स्वामी अथवा अधिष्ठाता अभिप्रेत होगा; और
- (ii) किसी अन्य प्रतिष्ठान के संबंध में, वह व्यक्ति, अथवा प्राधिकारी अभिप्रेत होगा, जिसका उस प्रतिष्ठान के कामकाज पर अंतिम नियंत्रण हो।

2. न्यासी बोर्ड हरेक तिमाही में कम से कम एक बार बैठक करेगा और वह केन्द्र सरकार/केन्द्रीय भविष्य निधि आयुक्त (सीपीएफसी) अथवा उसके द्वारा प्राधिकृत किसी अधिकारी द्वारा समय-समय पर जारी किए जाने वाले दिशानिर्देशों के अनुसार कार्य करेगा।

3. अधिनियम की धारा 2(च) में यथा परिभाषित सभी कर्मचारी, जो भविष्य निधि के सदस्य बनने के पात्र रहें हैं, यदि प्रतिष्ठान को छूट प्रदान नहीं की होती, उन्हें सदस्यों के रूप में नामांकित किया जाएगा।

4. जहां कोई कर्मचारी जो पहले ही किसी अन्य छूट-प्राप्त प्रतिष्ठान के किसी कर्मचारी भविष्य निधि अथवा भविष्य निधि का सदस्य हो, उसे उसके प्रतिष्ठान में नियोजित किया जाता है, तो नियोक्ता उसे तत्काल निधि के सदस्य के रूप में नामांकित करेगा। नियोक्ता ऐसे कर्मचारी के भविष्य निधि खाते में उसके पहले नियोक्ता से संचय राशियां अंतरित और जमा करवाने की भी व्यवस्था करेगा।

5. नियोक्ता भविष्य निधि को उसके द्वारा और कर्मचारी के द्वारा समय-समय पर अधिनियम के अंतर्गत निर्धारित दर से देय अंशदान को, जिस माह के लिए अंशदान देय हों उसके बाद के माह की 15 तारीख तक न्यासी बोर्ड को अंतरित करेगा। नियोक्ता न्यासी बोर्ड को किन्हीं देयों के भुगतान में किसी विलम्ब के लिए अधिनियम की धारा 7 थ के उपबंधों के अनुसार साधारण ब्याज अदा करने का दायी होगा।

6. नियोक्ता भविष्य निधि के प्रशासन के सभी व्यय वहन करेगा और चोरी, डकैती, गबन, दुर्विनियोग अथवा किसी अन्य कारण से भविष्य निधि को हो सकने वाले किसी घाटे की भी भरपाई करेगा।

7. न्यासी बोर्ड द्वारा घोषित ब्याज में किसी कमी को भी नियोक्ता द्वारा पूरा किया जाना होगा और उसे सांविधिक सीमा तक लाना होगा।

8. नियोक्ता जब कभी नियम संशोधित किए जाएं, समुचित प्राधिकारी द्वारा यथा अनुमोदित, निधि के नियमों की एक प्रति अधिसंख्यक कर्मचारियों की भाषा में उनके अनुवाद सहित प्रतिष्ठान के सूचना पट पर प्रदर्शित करेगा।

9. प्रतिष्ठान के भविष्य निधि नियमों के अंतर्गत निर्धारित देय अंशदान की दर, अग्रिम की शर्तें और मात्रा तथा अन्य मामले और सदस्य के मासिक चालू शेष पर संगणित और न्यासी बोर्ड द्वारा घोषित, प्रत्येक सदस्य के खाते में जमा किया गया ब्याज, अधिनियम और उसके अंतर्गत निर्मित योजना में निर्धारित विभिन्न उपबंधों के अंतर्गत केन्द्र सरकार द्वारा घोषित दर से कम नहीं होगा।
10. योजना में कोई संशोधन, जो प्रतिष्ठान के विद्यमान नियमों की तुलना में कर्मचारियों के लिए अधिक लाभदायक हो, उसे न्यास के नियमों में औपचारिक संशोधन के लंबित रहते उन पर स्वतः लागू किया जाएगा।
11. नियोक्ता द्वारा नियमों में कोई भी संशोधन क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के बिना नहीं किया जाएगा। क्षेत्रीय भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना रुख स्पष्ट करने का वाजिब अवसर देगा।
12. निकासी, अग्रिम और अंतरण के सभी दावे कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित अधिकतम समय सीमा के भीतर, शीघ्रता से निपटाए जाएंगे।
13. न्यासी बोर्ड प्रत्येक कर्मचारी के संबंध में जमा किए गए अंशदान, निकासी और ब्याज दर्शाने के लिए विस्तारित लेखों का रख-रखाव करेगा। ऐसे अभिलेखों का रख-रखाव अधिमानतः इलैक्ट्रॉनिक रूप से रखा जाएगा। प्रतिष्ठान आवधिक रूप से जब कभी केन्द्रीय भविष्य निधि आयुक्त/क्षेत्रीय भविष्य निधि आयुक्त द्वारा निदेश दिया जाए, सदस्यों के लेखों को इलैक्ट्रॉनिक रूप से सम्प्रेषित करेंगे।
14. न्यासी बोर्ड वर्ष में एक बार वित्तीय/लेखा वर्ष के समाप्त होने के छः माह के भीतर प्रत्येक कर्मचारी को निःशुल्क लेखों का वार्षिक विवरण अथवा पासबुक जारी करेगा। जब कभी सदस्य चाहें, अतिरिक्त प्रिंटआउट नाममात्र के प्रभार के साथ उपलब्ध कराए जा सकते हैं। पासबुक के मामले में वह कर्मचारी के पास रहेगी जिसे प्रस्तुत किए जाने पर न्यासियों द्वारा आवधिक रूप से अद्यतन किया जाएगा।
15. नियोक्ता सभी सदस्यों को उनकी आवश्यकतानुसार कम्प्यूटर टर्मिनलों से अपने खाते में पड़ी शेष राशि को देखने के समर्थ बनाने के लिए आवश्यक प्रावधान करेंगे।
16. न्यासी बोर्ड और नियोक्ता कर्मचारी भविष्य निधि संगठन द्वारा यथा विहित रूप में ये विवरणियां विनिर्दिष्ट समय सीमा के भीतर मासिक/वार्षिक रूप से दायर करेंगे, जिसे न करने पर इसे चूक माना जाएगा तथा न्यासी बोर्ड और नियोक्ता संयुक्त रूप से और अलग-अलग, कर्मचारी भविष्य निधि संगठन द्वारा की जाने वाली उपयुक्त दाण्डिक कार्रवाई के भागी होंगे।
17. न्यासी बोर्ड समय-समय पर सरकार के निर्देशों के अनुसार भविष्य निधि के पैसे का निवेश करेगा। सरकार के निर्देशों के अनुसार निवेश करने में असफल होने पर न्यासी बोर्ड अलग-अलग और संयुक्त रूप से केन्द्रीय भविष्य निधि आयुक्त या उसके प्रतिनिधि द्वारा यथा अधिरोपित अधिशुल्क का भागी बन जाएगा।
18. (क) प्रतिभूतियां न्यास के नाम से प्राप्त की जाएंगी। इस प्रकार प्राप्त की गई प्रतिभूतियां अभौतिक (डीमेट) रूप में होनी चाहिए तथा न्यास के कार्यचालित रहने वाले क्षेत्रों में अपेक्षित सुविधा के उपलब्ध न होने की स्थिति में न्यासी बोर्ड संबंधित क्षेत्रीय भविष्य निधि आयुक्त को इसकी सूचना देंगे।
- (ख) न्यासी बोर्ड लिपि-वार रजिस्टर बनाएगा तथा ब्याज की समय पर उगाही सुनिश्चित करेगा।
- (ग) डीमेट खाता इस संबंध में केन्द्रीय सरकार द्वारा जारी अनुदेशों के अनुसार भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों के माध्यम से खोला जाए।
- (घ) डीमेट खाते का खर्च न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय व्यय माना जाए। प्रतिभूतियों आदि की खरीद की दलाली जैसे निवेशों के सभी प्रकार के खर्चों को भी न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाएगा।
19. प्रतिभूतियों और बाण्डों की खरीद जैसे ऐसे सभी निवेश भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों की सुरक्षा अभिरक्षा में दर्ज किए जाएं, जो इसके संरक्षक होंगे। स्थापना की बंदी या परिसमापन या कर्मचारी भविष्य निधि, 1952 से छूट पर यह संरक्षक, न्यास के नाम पर प्राप्त तथा अपने जमा में पड़े निवेश को संबंधित क्षेत्रीय भविष्य निधि आयुक्त के, इस आशय के, अनुरोध पर संबंधित क्षेत्रीय भविष्य निधि आयुक्त को सीधे अंतरित करेगा।

20. स्थापना संबंधित क्षेत्रीय भविष्य निधि आयुक्त को उन निक्षेपागार प्रतिभागियों (भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित) के विवरण से सूचित करेगी, जिनके पास तथा जिनकी सुरक्षा अभिरक्षा में न्यास के नाम पर किए गए निवेश अर्थात् प्रतिभूतियों, बाण्डों आदि में किए गए निवेश दर्ज किए गए हैं। तथापि, न्यासी बोर्ड उस धनराशि की उगाही कर सकता है, जो दावों के निपटान, नियमानुसार अग्रिमों की मंजूरी और नियोक्ता की सेवा छोड़ने की स्थिति में सदस्य के भविष्य निधि संचयन के अंतरण और प्रतिभूतियों की बिक्री द्वारा अन्य किसी प्राप्तियों अथवा क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के शर्ताधीन निधि के नाम में पड़े अन्य निवेशों जैसे बाध्यकारी व्ययों को पूरा करने के लिए अपेक्षित हों।

21. न्यास द्वारा किए गए निवेशों के लिए किसी वित्तीय या अन्य संस्थाओं द्वारा दिए जाने वाले किसी कमीशन, प्रोत्साहन, बोनस या अन्य आर्थिक लाभ इसके खाते में डाले जाएंगे।

22. नियोक्ता और न्यासी बोर्ड के सदस्य शर्तों का पालन करने की सहमति देते हुए लिखित वचन देंगे तथा यह वैधिक रूप से नियोक्ता और न्यासी बोर्ड के उत्तराधिकारियों और समनुदेशितों पर उनके साथ-साथ बाध्यकारी होगा।

23. नियोक्ता और न्यासी बोर्ड छूट के रद्द होने की स्थिति में संबंधित क्षेत्रीय भविष्य निधि आयुक्त द्वारा विहित समय सीमा के भीतर तत्काल निधियों का अंतरण करने का वचन भी देगा। यह उन पर कानूनी रूप से बाध्यकारी होगा तथा उन्हें निधियों के अंतरण में कोई विलंब होने की स्थिति में अभियोजन का भागी बनाएगा।

24. (क) न्यासी बोर्ड द्वारा अनुरक्षित भविष्य निधि खाता किसी योग्य स्वतंत्र चार्टर्ड लेखाकार द्वारा वार्षिक रूप से लेखा-परीक्षा करने के शर्ताधीन होगा। जहां भी आवश्यक समझा जाए, वहां कर्मचारी भविष्य निधि संगठन को अधिकार होगा कि यह किसी अन्य योग्य लेखा-परीक्षक द्वारा खातों की लेखा-परीक्षा कराए तथा इस प्रकार हुए खर्च नियोक्ता द्वारा वहन किए जाएंगे।

(ख) लेखा-परीक्षकों द्वारा वित्तीय वर्ष अर्थात् 1 अप्रैल से 31 मार्च तक की समाप्ति के बाद छह महीने के भीतर लेखा-परीक्षित तुलन-पत्र सहित लेखा-परीक्षक की रिपोर्ट की प्रति सीधे इस कार्यालय में प्रस्तुत की जाए। तुलन-पत्र का प्रारूप और इस रिपोर्ट में प्रस्तुत की जाने वाली जानकारी कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित की जाएगी तथा संबंधित क्षेत्रीय भविष्य निधि आयुक्त के कार्यालय में इलैक्ट्रॉनिक प्रारूप के साथ हस्ताक्षरित प्रतिलिपि में उपलब्ध कराई जाएगी।

(ग) एक ही लेखा-परीक्षकों को लगातार दो वर्ष के लिए तथा अगले वित्तीय वर्ष के पहले दिन से मिली छूट से अधिक के लिए नियुक्त न किया जाए।

25. लगातार तीन वित्तीय वर्षों तक कोई हानि या पूंजी आधार में कटौती को अगले वित्तीय वर्ष के पहले दिन से मिली छूट प्राप्त होगी।

26. नियोक्ता प्रत्येक माह की समाप्ति से 15 दिन के भीतर निरीक्षण हेतु ऐसी सुविधाओं का प्रावधान करेगा तथा ऐसे निरीक्षण प्रभागों का भुगतान करेगा जो केन्द्रीय सरकार द्वारा अधिनियम की धारा 17 के उप-खण्ड (3) के खण्ड(क) के अंतर्गत समय-समय पर दिए निर्देशों के अनुसार हों।

27. न्यासी बोर्ड या नियोक्त द्वारा छूट देने के लिए शर्तों के किसी उल्लंघन की स्थिति में दी गई छूट संबंधित व्यक्ति को इस संबंध में कारण बताओ नोटिस जारी करने के बाद रद्द कर दी जाएगी।

28. किसी भी धोखे, गबन, गलत निवेश निर्णयों आदि के फलस्वरूप ट्रस्ट को हुए किसी भी नुकसान की स्थिति में नियोक्ता नुकसान पूरा करने का भागी होगा।

29. किसी विलय, अविलय, अभिग्रहण, बिक्री, एकीकरण, सहायक कंपनी का गठन चाहे पूर्णतः स्वामित्व वाली हो या नहीं इत्यादि के फलस्वरूप यदि प्रतिष्ठान की कानूनी स्थिति में कोई भी बदलाव होता है तो दी गई छूट निरस्त होगी एवं प्रतिष्ठान को तुरंत नई छूट देने के लिए मामले की रिपोर्ट करनी चाहिए।

30. एक ही भविष्य निधि ट्रस्ट में एक से अधिक इकाई/प्रतिष्ठानों के भाग लेने की स्थिति में भाग लेने वाली इकाईयों के किसी भी ट्रस्टी/नियोक्ता द्वारा कोई भी चूक होने पर सभी ट्रस्टी संयुक्त रूप से एवं अलग से जिम्मेदार/उत्तरदायी होंगे और आरपीएफसी आम भविष्य निधि ट्रस्ट के सभी न्यासियों के विरुद्ध उपयुक्त कानूनी कार्रवाई करेगा।

31. छूट प्राप्त न्यास निधि के अधिग्रहण के मामले में, अंतरीय व्याज के कारण हानि के अनुमानित निवल वर्तमान मूल्य की वसूली प्रतिष्ठान से की जानी चाहिए।

32. केन्द्र सरकार प्रतिष्ठान की छूट की निरंतरता के लिए शर्तों को बढ़ा सकती है और जब भी इनको संप्रेषित किया जाएगा ये प्रतिष्ठान इन अतिरिक्त शर्तों का अनुपालन करने के लिए बाध्य होंगे।

New Delhi, the 25th April, 2016

S.O. 750.—Whereas M/s. Hewlett Packard Financial Services (India) Pvt. Ltd. [under Code No.KN/67172 in Bangalore region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions annexed with this notification, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from date of notification until further notification.

[No. S-35015/3/2015-SS-II]
SUBHASH KUMAR, Under Secy.

ANNEXURE

CONDITIONS FOR GRANT OF EXEMPTION FROM THE PROVISIONS OF EMPLOYEES PROVIDENT FUND SCHEME, 1952

1. The employer shall establish a Board of Trustees under his Chairmanship for the management of the Provident Fund according to such directions as may be given by the Central Government or the Central Provident Fund Commissioner, as the case may be, from time to time. The provident fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees' Provident Funds Organisation, inter alia, for proper accounts of the receipts into and payment from the Provident Fund and the balance in their custody. For this purpose, the "employer" shall mean:-

(i) In relation to an establishment, which is a factory, the owner or occupier of the factory: and

(ii) In relation to any other establishment, the person who, or the authority, that has the ultimate control over the affairs of the establishment.

2. The Board of Trustees shall meet at least once in every three months and shall function in accordance with the guidelines that may be issued from time to time by the Central Government/Central Provident Fund Commissioner(CPFC) or an officer authorized by him.

3. All employees' as defined in section 2(f) of the act, who have been eligible to become members of the Provident Fund' had the establishment not been granted exemption, shall be enrolled as members.

4. Where an employee who is already a member of Employees' Provident fund or a Provident Fund of any other exempted establishment is employed in his establishment, the employer shall immediately enroll him as a member of the fund. The employer should also arrange to have the accumulations in the Provident Fund account of such employee with his previous employer transferred and credited into his account.

5. The employer shall transfer to the Board of Trustees the contributions payable to the Provident Fund by himself and employees at the rate prescribed under the act from time to time by the 15th of each month following the month for which the contributions are payable. The employer shall be liable to pay simple interest in terms of the provisions of Section 7Q of the Act for any delay in payment of any dues towards the Board of Trustees.

6. The employer shall bear all the expenses of the administration of Provident Fund and also make good any other loss that may be caused to the Provident Fund due to theft, burglary, defalcation, misappropriation or any other reason.

7. Any deficiency in the interest declared by the Board of Trustees is to be made good by the employer to bring it up to the statutory limit.

8. The employer shall display on the notice board of the establishment, a copy of the rules of the funds as approved by the appropriate authority and as and when amended thereto along with a translation in the language of the majority of the employees.

9. The rate of contributions payable, the conditions and quantum of advances and other matters laid down under the provident fund rules of the establishment and the interest credited to the account of each member, calculated on the monthly running balance of the member and declared by the Board of Trustees shall not be lower than those declared by the Central government under the various provisions prescribed in the Act and Scheme framed thereunder.
10. Any amendment to the Scheme, which is more beneficial to the employees than the existing rules of the establishment, shall be made applicable to them automatically pending formal amendment of the Rules of the Trust.
11. No amendment in the rules shall be made by the employer without the prior approval of the Regional Provident Fund Commissioner. The Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.
12. All claims for withdrawals, advances and transfers should be settled expeditiously, within the maximum time frame prescribed by the Employees' Provident Fund Organisation.
13. The Board of Trustees shall maintain detailed accounts to show the contributions credited withdrawal and interest in respect of each employee. The maintenance of such records should preferably be done electronically. The establishments should periodically transmit the details of members' accounts electronically as and when directed by the Central Provident Commissioner/Regional Provident Fund Commissioner.
14. The Board of Trustees shall issue an annual statement of accounts or pass books to every employee within six months of the close of financial/accounting year free of cost once in the year. Additional printouts can be made available as and when the members want, subject to nominal charges. In case of passbook, the same shall remain in custody of employee to be updated periodically by the Trustees when presented to them.
15. The employer shall make necessary provisions to enable all the members to be able to see their account balance from the computer terminals as and when required by them.
16. The Board of Trustees and the employer shall file such returns monthly/annually as may be prescribed by the Employees' Provident Fund Organisation within the specified time limit, failing which it will be deemed as a default and the Board of Trustees and employer will jointly and separately be liable for suitable penal action by the Employees' Provident Fund Organisation.
17. The Board of Trustees shall invest the monies of the provident fund as per the directions of the Government from time to time. Failure to make investments as per directions of the Government shall make the Board of Trustees separately and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.
18. (a) The securities shall be obtained in the name of Trust. The securities so obtained should be in dematerialized (DEMAT) form and in case the required facility is not available in the areas where the trust operates the Board of Trustees shall inform the Regional Provident Fund Commissioner concerned about the same.
- (b) The Board of Trustees shall maintain a script wise register and ensure timely realization of interest.
- (c) The DEMAT Account should be opened through depository participants approved by Reserve Bank of India and Central Government in accordance with the instructions issued by the Central Government in this regard.
- (d) The cost of maintaining DEMAT account should be treated as incidental cost of investment by the Trust. Also all types of cost of investments like brokerage for purchase of securities etc. shall be treated as incidental cost of investment by the Trust.
19. All such investments made like purchase of securities and bonds, should be lodged in the safe custody of depository participants approved by Reserve Bank of India and Central Government, who shall be the custodian of the same. On closure of establishment or liquidation or cancellation of exemption from EPF Scheme, 1952 such custodian shall transfer the investment obtained in the name of the Trust and standing in its credit to the Regional PF Commissioner concerned directly on receipt of request from the Regional PF Commissioner concerned to that effect.
20. The establishment shall intimate to the Regional P.F. Commissioner concerned the details of depository participants (approved by RBI and Central Government), with whom and in whose safe custody, the investments made in the name of trust, viz., investments made in securities, bonds, etc. have been lodged. However, the Board of Trustees may raise such sum of sums of money as may be required for meeting obligatory expenses such as settlement of claims,

grant of advances as per rules and transfer of member's PF accumulations in the event of his/her leaving service of the employer and any other receipts by sale of the securities or other investments standing in the name of the Fund subject to the prior approval of the Regional PF Commissioner.

21. Any commission, incentive, bonus or other pecuniary rewards given by any financial or other institutions for the investments made by the Trust should be credited to its account.

22. The employer and the members of the Board of Trustees, shall furnish a written undertaking agreeing to abide by the conditions and this shall be legally binding on the employer and the Board of Trustees, including their successors and assignees.

23. The employer and the Board of Trustees shall also give an undertaking to transfer the funds promptly within the time limit prescribed by the concerned RPFC in the event of cancellation of relaxation. This shall be legally binding on them and will make them liable for prosecution in the event of any delay in the transfer of funds.

24. (a) The account of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent chartered accountant annually. Where considered necessary the EPFO shall have the right to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the employer.

(b) A copy of the Auditor's report alongwith the audited balance sheet should be submitted to this office by the Auditors directly within six months after the closing of the financial year from 1st April to 31st March. The format of the balance sheet and the information to be furnished in the report shall be prescribed by the Employees' Provident fund Organisation and made available with the RPFC office in electronic format as well as a signed hard copy.

(c) The same auditors should not be appointed for two consecutive years and not more than the relaxation withdrawn from the first day of the next succeeding financial year.

25. Any loss for the three consecutive financial years or erosion in the capital base shall have the relaxation withdrawn from the first day of the next succeeding financial year.

26. The employer shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time to time direct under clause (a) of sub-section (3) of Section 17 of the Act within 15 days from the close of every month.

27. In the event of any violation of the conditions for grant of relaxation, by the employer or the Board of Trustees, the relaxation granted shall be cancelled after issuing a show cause notice in this regard to the concerned persons.

28. In the event of any loss to the trust as a result of any fraud, defalcation, wrong investment decisions etc. the employer shall be liable to make good the loss.

29. In case of any change of legal status of the establishment as a result of merger, de-merger, acquisition, sale, amalgamation, formation of a subsidiary, whether wholly owned or not etc., the relaxation granted shall stand revoked and the establishment should promptly report the matter for grant of fresh relaxation.

30. In case there are more than one unit/establishment participating in the common Provident Fund Trust, all the trustees shall be jointly and separately liable/responsible for any default committed by any of the trustees/employer of any of the participating units and the RPFC shall take suitable legal action against all the trustees of the common Provident Fund Trust.

31. In case of takeover of the exempted Trust Fund, estimated net present value of the loss due to differential interest should be recovered from the establishment.

32. The Central Government may lay down further conditions for continuation of exemption of the establishment and the establishment shall be bound to comply with these additional conditions as and when the same are communicated.