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सं. 20]	नई दिल्ली, मई 8— मई 14, 2016, शनिवार/वैशाख 18—वैशाख 24, 1938
No. 20]	NEW DELHI, MAY 8—MAY 14, 2016, SATURDAY/ VAISAKHA 18—VAISAKHA 24, 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)

वित्त मंत्रालय
(वित्तीय सेवाएं विभाग)

नई दिल्ली, 25 अप्रैल, 2016

का.आ.851.— राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा 3 (ज) और (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री पदमनाबन विट्टल दास (जन्म तिथि 02.05.1950) को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, इंडियन बैंक के निदेशक मंडल में अंशकालिक गैर-सरकारी निदेशक नामित करती है।

[फा.सं. 6/21/2015-बीओ-I]

ज्ञानोत्तम राय, अवर सचिव

MINISTRY OF FINANCE
(Department of Financial Services)

New Delhi, the 25th April, 2016

S.O. 851.—In exercise of the powers conferred by sub-section 3 (h) and (3-A) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government hereby nominates Shri Padmanaban Vittal Dass (DoB: 02.05.1950) as Part-time Non-Official Director on the Board of

Directors of Indian Bank for a period of three years, from the date of notification of his appointment or until further orders, whichever is earlier.

[F.No. 6/21/2015-BO-I]
JNANATOSH ROY, Under Secy.

नई दिल्ली, 25 अप्रैल, 2016

का.आ.852.— राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा 3 (ज) और (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, सुश्री वंदना कुमारी जेना (जन्म तिथि 10.07.1955) को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, सिंडिकेट बैंक के निदेशक मंडल में अंशकालिक गैर-सरकारी निदेशक नामित करती है।

[फा.सं. 6/26/2015-बीओ-I]

ज्ञानोतोष रॉय, अवर सचिव

New Delhi, the 25th April, 2016

S.O.852.—In exercise of the powers conferred by sub-section 3 (h) and (3-A) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government hereby nominates Ms. Vandana Kumari Jena (DoB: 10.07.1955) as Part-time Non-Official Director on the Board of Directors of Syndicate Bank for a period of three years, from the date of notification of her appointment or until further orders, whichever is earlier.

[F.No. 6/26/2015-BO-I]
JNANATOSH ROY, Under Secy.

नई दिल्ली, 25 अप्रैल, 2016

का.आ.853.— राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा 3 (ज) और (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री जी. रमेश (जन्म तिथि 25.06.1956) को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, सिंडिकेट बैंक के निदेशक मंडल में अंशकालिक गैर-सरकारी निदेशक नामित करती है।

[फा.सं. 6/27 /2015-बीओ-I]

ज्ञानोतोष रॉय, अवर सचिव

New Delhi, the 25th April, 2016

S.O.853.—In exercise of the powers conferred by sub-section 3 (h) and (3-A) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government hereby nominates Shri G. Ramesh (DoB: 25.06.1956) as Part-time Non-Official Director on the Board of Directors of Syndicate Bank for a period of three years, from the date of notification of his appointment or until further orders, whichever is earlier.

[F.No. 6/ 27/2015-BO-I]
JNANATOSH ROY, Under Secy.

नई दिल्ली, 25 अप्रैल, 2016

का.आ.854.— राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा 3 (ज) और (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, सुश्री माला श्रीवास्तव (जन्म तिथि 04.11.1954) को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, ओरियंटल बैंक ऑफ कामर्स के निदेशक मंडल में अंशकालिक गैर-सरकारी निदेशक नामित करती है।

[फा.सं. 6/23/2015-बीओ-I]

ज्ञानोतोष रॉय, अवर सचिव

New Delhi, the 25th April, 2016

S.O.854.—In exercise of the powers conferred by sub-section 3 (h) and (3-A) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government hereby nominates Ms. Mala Srivastava (DoB: 04.11.1954) as Part-time Non-Official Director on the Board of Directors of Oriental Bank of Commerce for a period of three years, from the date of notification of her appointment or until further orders, whichever is earlier.

[F.No. 6/23/2015-BO-I]
JNANATOSH ROY, Under Secy.

नई दिल्ली, 25 अप्रैल, 2016

का.आ.855.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा 3 (ज) और (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री एस. रघुनाथ (जन्म तिथि 24.05.1957) को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, विजया बैंक के निदेशक मंडल में अंशकालिक गैर-सरकारी निदेशक नामित करती है।

[फा.सं. 6/32 /2015-बीओ-I]

ज्ञानोत्तोष रॉय, अवर सचिव

New Delhi, the 25th April, 2016

S.O.855.—In exercise of the powers conferred by sub-section 3 (h) and (3-A) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government hereby nominates Shri S. Raghunath (DoB: 24.05.1957) as Part-time Non-Official Director on the Board of Directors of Vijaya Bank for a period of three years, from the date of notification of his appointment or until further orders, whichever is earlier.

[F.No. 6/32/2015-BO-I]
JNANATOSH ROY, Under Secy.

नई दिल्ली, 25 अप्रैल, 2016

का.आ.856.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा 3 (ज) और (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री बिजू वरक्के (जन्म तिथि 22.12.1965) को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, बैंक ऑफ बड़ौदा के निदेशक मंडल में अंशकालिक गैर-सरकारी निदेशक नामित करती है।

[फा.सं. 6/8 /2015-बीओ-I]

ज्ञानोत्तोष रॉय, अवर सचिव

New Delhi, the 25th April, 2016

S.O.856.—In exercise of the powers conferred by sub-section 3 (h) and (3-A) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government hereby nominates Shri Biju Varkkey (DoB: 22.12.1965) as Part-time Non-Official Director on the Board of Directors of Bank of Baroda for a period of three years, from the date of notification of his appointment or until further orders, whichever is earlier.

[F.No. 6/8 /2015-BO-I]
JNANATOSH ROY, Under Secy.

नई दिल्ली, 25 अप्रैल, 2016

का.आ. 857.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा 3 (ज) और (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, डॉ. के. रमेश (जन्म तिथि 13.01.1957) को उनकी

नियुक्ति की अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, यूनियन बैंक ऑफ इंडिया के निदेशक मंडल में अंशकालिक गैर-सरकारी निदेशक नामित करती है।

[फा.सं. 6/29/2015-बीओ-I]

ज्ञानोतोष रॉय, अवर सचिव

New Delhi, the 25th April, 2016

S.O.857.—In exercise of the powers conferred by sub-section 3 (h) and (3-A) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government hereby nominates Dr. K. Ramesha (DoB: 13.01.1957) as Part-time Non-Official Director on the Board of Directors of Union Bank of India for a period of three years, from the date of notification of his appointment or until further orders, whichever is earlier.

[F.No. 6/ 29/2015-BO-I]

JNANATOSH ROY, Under Secy.

नई दिल्ली, 25 अप्रैल, 2016

का.आ.858.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा 3 (ज) और (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री गौतम गुहा (जन्म तिथि 16.01.1955) को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, इलाहाबाद बैंक के निदेशक मंडल में अंशकालिक गैर-सरकारी निदेशक नामित करती है।

[फा.सं. 6/7/2015-बीओ-I]

ज्ञानोतोष रॉय, अवर सचिव

New Delhi, the 25th April, 2016

S.O.858.—In exercise of the powers conferred by sub-section 3 (h) and (3-A) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government hereby nominates Shri Gautam Guha (DoB: 16.01.1955) as Part-time Non-Official Director on the Board of Directors of Allahabad Bank for a period of three years, from the date of notification of his appointment or until further orders, whichever is earlier.

[F.No. 6/ 7/2015-BO-I]

JNANATOSH ROY, Under Secy.

नई दिल्ली, 25 अप्रैल, 2016

का.आ.859.—राष्ट्रीय कृषि और ग्रामीण विकास बैंक अधिनियम, 1981 (1981 का 61) की धारा 7 की उप-धारा (2) के साथ पठित धारा 6 की उप-धारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करके, एतद्वारा, श्री अनूप कुमार दाश (जन्म तिथि 02.03.1955) को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड) के निदेशक मण्डल में अंशकालिक गैर-सरकारी निदेशक नामित करती है, बशर्ते कि वे नाबार्ड के बोर्ड में कार्यभार ग्रहण करने से पूर्व स्वयं श्री माइक्रो क्रेडिट सर्विसेज (एसएमसीएस) के बोर्ड से त्याग-पत्र दे दें।

[फा. सं. 7/6/2015-बीओ-I]

ज्ञानोतोष रॉय, अवर सचिव

New Delhi, the 25th April, 2016

S.O.859.—In exercise of the powers conferred by clause (b) of sub-section (1) of Section 6 read with sub-section (2) of Section (7) of the National Bank for Agriculture and Rural Development Act, 1981 (61 of 1981), the Central Government, in consultation with the Reserve Bank of India, hereby nominates Shri Anup Kumar Dash (DoB : 02.03.1955) as Part Time Non-Official Director on the Board of Directors of National Bank for Agriculture and Rural Development (NABARD), for a period of three years from the date of notification of his appointment or until further

orders, whichever is earlier, subject to the condition that he will resign from the Board of Swayamshree Micro Credit Services (SMCS) before joining the Board of NABARD.

[F. No.7/6/2015-BO-I]
JNANATOSH ROY, Under Secy.

नई दिल्ली, 25 अप्रैल, 2016

का.आ.860.— राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा 3 (ज) और (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री देवेरकोण्डा दीप्तिविलास (जन्म तिथि 16.06.1954) को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, कापॉरेशन बैंक के निदेशक मंडल में अंशकालिक गैर-सरकारी निदेशक नामित करती है।

[फा. सं. 6/17 /2015-बीओ-I]

ज्ञानोत्तम रॉय, अवर सचिव

New Delhi, the 25th April, 2016

S.O.860.—In exercise of the powers conferred by sub-section 3 (h) and (3-A) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government hereby nominates Shri Deverakonda Diptivilasa (DoB: 16.06.1954) as Part-time Non-Official Director on the Board of Directors of Corporation Bank for a period of three years, from the date of notification of his appointment or until further orders, whichever is earlier.

[F. No. 6/17/2015-BO-I]
JNANATOSH ROY, Under Secy.

नई दिल्ली, 26 अप्रैल, 2016

का.आ.861.— राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उप-खंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा 3 के खंड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, नीचे दी गई सारणी के कालम (3) में विनिर्दिष्ट व्यक्तियों को उक्त सारणी के कालम (2) में विनिर्दिष्ट व्यक्तियों के स्थान पर कालम (1) में विनिर्दिष्ट पंजाब नैशनल बैंक और बैंक ऑफ इंडिया में तत्काल प्रभाव से और अगले आदेश होने तक, निदेशक नामित करती है:-

क्रम सं.	बैंक का नाम	वर्तमान निदेशक का नाम	प्रस्तावित व्यक्ति का नाम
	1	2	3
1.	पंजाब नैशनल बैंक	श्री बी. पी. कानूनगो	डॉ. रवि एन. मिश्रा, मुख्य महाप्रबंधक, प्रिंसिपल रिजर्व बैंक स्टाफ कालेज, 359, अन्ना सलाई, तेनामपेट, चेन्नै-600018
2.	बैंक ऑफ इंडिया	श्री एस. एस. बारीक	श्रीमती आर. सबस्टियन, मुख्य महाप्रबंधक, भारतीय रिजर्व बैंक, निरीक्षण विभाग, केन्द्रीय कार्यालय, सी-7, 8वीं मंजिल, बांद्रा-कुर्ला काम्पलेक्स, बांद्रा (ई), मुम्बई-400051

[फा. सं. 6/3/2011-बीओ-I]

ज्ञानोत्तम रॉय, अवर सचिव

New Delhi, the 26th April, 2016

S.O.861.—In exercise of the powers conferred by clause (c) of the sub-section (3) of Section 9 of The Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 of The Nationalized Banks (Management & Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby nominates the persons specified in column (3) of the table below as Director of Punjab National Bank and Bank of India specified in column (1) thereof in place of the persons specified in column (2) of said Table, with immediate effect and until further orders:-

SI. No.	Name of the Bank	Name of the Existing Director	Name of the Persons proposed
	(1)	(2)	(3)
1.	Punjab National Bank	Shri B.P.Kanungo	Dr.Rabi N.Mishra, CGM, Principal Reserve Bank Staff College, 359, Anna Salai, Teynampet, Chennai-600018
2.	Bank of India	Shri S.S.Barik	Smt.R.Sebastian, CGM, Reserve Bank of India, Inspection Department, Central Officer, C-7, 8 th Floor, Bandra-Kurla Complex, Bandra(E) Mumbai-400051

[F.No. 6/3/2011-BO-I]

JNANATOSH ROY, Under Secy.

नई दिल्ली, 27 अप्रैल, 2016

का.आ.862.— नियुक्ति संबंधी मंत्रिमंडलीय समिति (एसीसी) के अनुमोदन के अनुसार, केन्द्रीय सरकार, एतद्वारा, श्री मोहम्मद मुस्तफा, संयुक्त सचिव, वित्तीय सेवाएं विभाग, भारत सरकार को प्रतिभूतिकरण से संबंधित लेन-देनों के पंजीकरण, वित्तीय आस्तियों के पुनर्गठन तथा संपत्तियों पर सृजित प्रतिभूति हित के प्रयोजन हेतु दिनांक 01.04.2016 से 6 माह की अवधि के लिए या नियमित पदधारी की नियुक्ति होने तक अथवा अगले आदेशों तक, जो भी पहले हो, केन्द्रीय रजिस्ट्रार और प्रबंध निदेशक एवं मुख्य कार्यपालक अधिकारी, केन्द्रीय रजिस्ट्री के पद का अतिरिक्त कार्यभार सौंपती है।

[फा.सं. 56/05/2007-(बीओ-II) रिकवरी]

तीर्थ राम, अवर सचिव

New Delhi, the 27th April, 2016

S.O.862.—In accordance with ACC approval, the Central Government hereby entrusts the additional charge for the post of Central Registrar and Managing Director & Chief Executive Officer, Central Registry to Shri Mohammad Mustafa, Joint Secretary, Department of Financial Services, Government of India, for the purpose of registration of transactions relating to securitisation, reconstruction of financial assets and security interest created over the properties, for a period of 6 months w.e.f. 01.04.2016, or till the joining of a regular incumbent, or until further orders, whichever is earlier.

[F.No. 56/05/2007-(BO-II) Recovery]

TIRTH RAM, Under Secy.

(बैंक कार्य एवं लेखा)

नई दिल्ली, 4 मई, 2016

का.आ.863.— बैंककारी विनियमन अधिनियम, 1949 की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, यह निर्दिष्ट करती है कि बैंककारी विनियमन अधिनियम, 1949 की धारा 15 की उप-धारा (1), अनुसूचित वाणिज्यिक बैंकों पर लागू नहीं होगी, जहां तक इसका संबंध भारतीय रिजर्व बैंक के 26 फरवरी, 2014 के परिपत्र डीबीओडी.बीपी.बीसी.सं.98/21.04.132/2013-14 तथा मई 21, 2015 के परिपत्र सं. डीबीआर. सं. बीपी बीसी.94/21.04.048/2014-15 के द्वारा दी गई अनुमति के अनुसार वित्तीय आस्तियों का प्रतिभूतिकरण एवं पुनर्गठन तथा प्रतिभूति हित का प्रवर्तन अधिनियम, 2002 के उपबंधों के अंतर्गत पंजीकृत प्रतिभूति कंपनियों/पुनर्संरचना कंपनियों को 01 अप्रैल, 2015 और 31 मार्च, 2016 के बीच बेची गई अनर्जक आस्तियों (जहां विक्रय प्रतिफल निवल अंकित मूल्य से कम हो) के विक्रय से हुई किसी कमी के कारण दो वर्ष की ऋण परिशोधन अवधि का है।

[फा.सं. 13/2 /2010-बीओए]

जितेन्द्र सिंह, उप निदेशक (बीओए)

(BANKING OPERATION AND ACCOUNTS)

New Delhi, the 4th May, 2016

S.O.863.—In exercise of the powers conferred under Section 53 of the Banking Regulation Act, 1949, the Central Government, on the recommendation of the Reserve Bank of India, specifies that sub-section (1) of Section 15 of the Banking Regulation Act, 1949 shall not apply to scheduled commercial banks in so far as the amortisation over a period of two years of any loss arising out of sale of non-performing assets sold between April 01, 2015 and March 31, 2016 (where the sale consideration is lower than the net book value) to Securitisation Companies/Reconstruction Companies, registered under the provisions of The Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002, as permitted by the Reserve Bank of India vide its circular DBOD.BP.BC.No.98 / 21.04.132 / 2013-14 dated February 26, 2014 and circular DBR.No.BP.BC.94/21.04.048/2014-15 dated May 21, 2015.

[F.No.13/2/2010-BOA]

JITENDER SINGH, Dy. Director (BOA)

विदेश मंत्रालय

(सी.पी.वी. प्रभाग)

नई दिल्ली, 3 मई, 2016

का.आ.864.—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, ब्यूनस आयर्स में श्री सुरेश चंद्र श्रीवास्तव, सहायक अनुभाग अधिकारी को दिनांक 3 मई, 2016 से सहायक कौंसुलर अधिकारी के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[सं. टी- 4330/01/2015]

प्रकाश चन्द, उप सचिव (कौंसुलर)

MINISTRY OF EXTERNAL AFFAIRS

(CPV DIVISION)

New Delhi, the 3rd May, 2016

S.O.864.—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Shri Suresh Chandra Srivastava, Assistant Section Officer as Assistant Consular Officer in Embassy of India, Buenos Aires to perform the Consular services with effect from 3 May, 2016.

[No. T-4330/01/2015]

PRAKASH CHAND, Dy Secy. (Consular)

सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय

(एसएमई अनुभाग)

नई दिल्ली, 12 मई, 2016

का.आ.865.— सार्वजनिक परिसर (अनधिकृत दखलकारों की वेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए दिनांक 7 जुलाई, 2012 के भारत के राजपत्र, भाग II, खंड-3, उपखंड (ii) में प्रकाशित सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय, भारत सरकार के दिनांक 28 जून, 2012 की संख्या का.आ. 2222 की अधिसूचना का अधिक्रमण करते हुए, ऐसे अधिक्रमण से पूर्व की गई यथा आवश्यक बातें या किए जाने के लिए प्रतिबद्ध के अतिरिक्त, केन्द्रीय सरकार नीचे दी गई तालिका के कॉलम (1) में उल्लिखित अधिकारी को, उक्त अधिनियम के प्रयोजनार्थ सम्पदा अधिकारी के लिए केन्द्र सरकार के राजपत्रित अधिकारी की रैंक के समकक्ष अधिकारी होने के नाते नियुक्त करती है तथा आगे यह निदेश देती है कि उक्त अधिकारी उक्त तालिका के कॉलम (2) में विनिर्दिष्ट सार्वजनिक परिसर के संबंध में अपने क्षेत्राधिकार की सीमाओं के अंदर उक्त अधिनियम द्वारा या अंतर्गत सम्पदा अधिकारी को प्रदत्त शक्तियों का प्रयोग करेगा तथा सौंपी गई ड्यूटियों का निष्पादन करेगा।

तालिका

अधिकारी का नाम (1)	सार्वजनिक परिसरों की श्रेणियां तथा क्षेत्राधिकार की स्थानीय सीमाएं (2)
श्री मेन पाल सिंह, उप महाप्रबंधक, उप महा प्रबंधक (वित्त एवं लेखा.), राष्ट्रीय लघु उद्योग निगम लिमिटेड, नई दिल्ली।	राष्ट्रीय राजधानी क्षेत्र दिल्ली में राष्ट्रीय लघु उद्योग निगम लिमिटेड और अन्य स्थानों में जहाँ इसके क्षेत्रीय कार्यालय, शाखा कार्यालय, एनएसआईसी- व्यवसाय विकास विस्तार कार्यालय, कच्ची सामग्री वितरण केन्द्र (गोदाम), विपणन आसूचना प्रकोष्ठ, चूक प्रबंधन वसूली शाखा, एनएसआईसी - तकनीकी सेवा केन्द्र, सॉफ्टवेयर प्रौद्योगिकी पार्क, प्रदर्शनी केन्द्र, सॉफ्टवेयर प्रौद्योगिकी पार्क, प्रदर्शनी केन्द्र, औद्योगिक सम्पदा, नैनी, इलाहाबाद (उत्तर प्रदेश) अनुबंध में यथा उल्लिखित स्थित है, द्वारा स्वयं के अथवा समय-समय पर पट्टे पर लिए गए परिसर।

अनुबंध

क्र.सं. (1)	कार्यालय (2)	पता (3)
1.	कॉर्पोरेट कार्यालय	राष्ट्रीय लघु उद्योग निगम लिमिटेड (भारत सरकार का उद्यम) राष्ट्रीय लघु उद्योग निगम भवन, ओखला इंडस्ट्रियल एस्टेट, नई दिल्ली - 110 020, भारत टेलीफोन: ++ 91-11-26926275, 26926370, टोल फ्री नम्बर 1800111955 फैक्स: ++ 91-11-26932075, 26311109 ईमेल: info@nsic.co.in , dpu@nsic.co.in वेबसाइट: www.nsic.co.in
2.	विपणन आसूचना प्रकोष्ठ और एनएसआईसी सूचना कॉल सेंटर	राष्ट्रीय लघु उद्योग निगम लिमिटेड विपणन आसूचना प्रकोष्ठ और एनएसआईसी सूचना कॉल सेंटर आईटी इनक्यूबेटर, एनटीएससी कॉम्प्लेक्स, ओखला इंडस्ट्रियल एस्टेट, नई दिल्ली टेलीफोन: 011-26321423, 64650781, 64651703, 26382047, ईमेल: mic@nsic.co.in
3.	आंचलिक कार्यालय (उत्तर-1)	राष्ट्रीय लघु उद्योग निगम लिमिटेड आंचलिक कार्यालय उत्तर-1, जी -15, सेक्टर -18, नोएडा, उत्तर प्रदेश - 201301 टेलीफोन: 0120-4571700 टेलीफैक्स: 0120-4247966 ईमेल: zgmnorth1@nsic.co.in
4.		राष्ट्रीय लघु उद्योग निगम लिमिटेड शाखा कार्यालय, तीन-बी / 118, सेक्टर-18 शॉपिंग कॉम्प्लेक्स, नोएडा- 201301, (उत्तर प्रदेश) दूरभाष : 0120-4595000, 4595045 (46 लाइन), और 2511798, फैक्स: 0120- 4556450 और 4556453 ईमेल: bonoida@nsic.co.in

5.	राष्ट्रीय लघु उद्योग निगम लिमिटेड शाखा कार्यालय, 110, 111, 116, 117, प्रथम तल, अंसल सुमेधा बिल्डिंग, राज नगर जिला केंद्र, गाजियाबाद - 201 002 ईमेल: boghaziabad@nsic.co.in
6.	राष्ट्रीय लघु उद्योग निगम लिमिटेड शाखा कार्यालय, 16-डी, पहली मंजिल, महालक्ष्मी मेट्रो टॉवर, सी 1, सी 2, सेक्टर -4, वैशाली, गाजियाबाद - 201 002 टेलीफोन: 0120-4566526, टेलीफैक्स: 0120-4350679 ईमेल: bosahibabad@nsic.co.in
7.	राष्ट्रीय लघु उद्योग निगम लिमिटेड शाखा कार्यालय, सब्जी मंडी के पास, निरंजनपुर, सहारनपुर रोड, देहरादून-248001 दूरभाष। सं: 0135-6451005, टेलीफैक्स: 0135-2520501 ईमेल: bodehradun@nsic.co.in
8.	राष्ट्रीय लघु उद्योग निगम लिमिटेड उप शाखा/टीआईसी बी -1, बी 5, औद्योगिक एस्टेट, बाजपुर रोड, काशीपुर (उत्तरांचल) टेलीफोन: 05947-262453 ईमेल: nbdeokashipur@nsic.co.in
9.	राष्ट्रीय लघु उद्योग निगम लिमिटेड शाखा कार्यालय, 307 / टी-6, तीसरा तल, मारुति प्लाजा, (संजय टॉकीज के पीछे), संजय प्लेस आगरा - 282 002 टेलीफोन: 0562-2527862, 2525567, टेलीफैक्स: 0562-2524842 ईमेल: boagra@nsic.co.in
10.	राष्ट्रीय लघु उद्योग निगम लिमिटेड शाखा कार्यालय, 65/1, दूसरा तल, मीरा गैस एजेंसी के ऊपर, पंचशील कालोनी, गढ़ रोड, मेरठ - 250 004 (उत्तर प्रदेश) टेलीफोन: 0121-4051441 / 42 ईमेल: bomeerut@nsic.co.in

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11. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय,
105, प्रथम तल, ट्रेडेक्स - टॉवर-II, वाणिज्यिक बेल्ट,
अल्फा-I, ग्रेटर नोएडा (उत्तर प्रदेश) - 201308
दूरभाष: 0120- 4253123/4572986
ईमेल: bognoida@nsic.co.in
12. आंचलिक कार्यालय राष्ट्रीय लघु उद्योग निगम लिमिटेड
(उत्तर-III) आंचलिक कार्यालय उत्तर-III
मानसरोवर कॉम्प्लेक्स, सी-30/35-बी,
दूसरा तल, मालधैया,
वाराणसी-221001
फोन नं.- 0542-2200324
ईमेल: zgmnorth3@nsic.co.in
13. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय,
मानसरोवर कॉम्प्लेक्स, सी-30/35-बी, दूसरा तल, मालधैया,
वाराणसी-221001, उत्तर प्रदेश
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14. राष्ट्रीय लघु उद्योग निगम लिमिटेड
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112/1, दूसरी मंजिल, बेनझाबाड़ रोड, कानपुर- 208 001
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15. राष्ट्रीय लघु उद्योग निगम लिमिटेड
उप शाखा
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16. राष्ट्रीय लघु उद्योग निगम लिमिटेड
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औद्योगिक एस्टेट, पी.ओ. उद्योग नगर, नैनी, इलाहाबाद-211 009 (उत्तर प्रदेश)
टेलीफोन: 0532-2697218 / 2697050, 2695847
टेलीफैक्स: 0532-2697218
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17. राष्ट्रीय लघु उद्योग निगम लिमिटेड
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18. आंचलिक कार्यालय (उत्तर-II) राष्ट्रीय लघु उद्योग निगम लिमिटेड
आंचलिक कार्यालय उत्तर-II
एनएफ / 0/2 नेहरू प्लेस, टोंक रोड, जयपुर- 302015 (राजस्थान)
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19. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय
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20. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय
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21. राष्ट्रीय लघु उद्योग निगम लिमिटेड
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22. राष्ट्रीय लघु उद्योग निगम लिमिटेड
उप शाखा
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संपर्क सं. 09413846491
23. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय
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24. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय
गुरु गोबिंद सिंह टॉवर ढोलेवाल चौक के पास
जी टी रोड लुधियाना- 141 003 (पंजाब)
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टेलीफैक्स: 0161-2531946
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25. राष्ट्रीय लघु उद्योग निगम लिमिटेड
उप शाखा, जिला उद्योग केंद्र कार्यालय भवन, प्रथम तल, बस स्टैंड के पास, मंडी
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26. राष्ट्रीय लघु उद्योग निगम लिमिटेड
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27. राष्ट्रीय लघु उद्योग निगम लिमिटेड
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28. राष्ट्रीय लघु उद्योग निगम लिमिटेड
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29. राष्ट्रीय लघु उद्योग निगम लिमिटेड
उप शाखा
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के सामने, बद्दी, हिमाचल प्रदेश
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30. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय
प्रथम तल, एसएस आर्केड, बी-1-823 / 4, टांडा रोड, केएमवी कॉलेज के सामने
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32. राष्ट्रीय लघु उद्योग निगम लिमिटेड
उप शाखा
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दमतल तहसील इंदौरा,
जिला कांगड़ा (हिमाचल प्रदेश) -176 403
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33. राष्ट्रीय लघु उद्योग निगम लिमिटेड
उप शाखा
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ईमेल: amritsar@nsic.co.in
मो. सं. 9216449998
34. राष्ट्रीय लघु उद्योग निगम लिमिटेड
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दुकान सह कार्यालय (एससीओ), 11-12, गौशाला मंडी,
जी.टी. रोड, पानीपत -132103 (हरियाणा)
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35. आंचलिक कार्यालय (रा.रा.क्षे.) एनएसआईसी लिमिटेड, आंचलिक कार्यालय
एनएसआईसी तकनीकी सेवा केंद्र,
ओखला इंडस्ट्रियल एस्टेट, नई दिल्ली- 110020
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36. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय
एनटीएससी परिसर, चांदीवाला अस्पताल के पास
ओखला औद्योगिक एस्टेट, नई दिल्ली -20
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37. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय,
सं. 9, द्वितीय तल, आप का सिटी प्लाजा, होटल पार्क इन के पास, सिविल लाइन्स,
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38. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय,
प्लॉट सं. 107, निसान हट, एनएच -5, रेलवे रोड,
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फैक्स: 0129-4311293
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39. राष्ट्रीय लघु उद्योग निगम लिमिटेड
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(डीजी एस एंड डी) बिल्डिंग
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40. राष्ट्रीय लघु उद्योग निगम लिमिटेड
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516-517, 5 वां तल, लक्ष्मी टावर,
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41. राष्ट्रीय लघु उद्योग निगम लिमिटेड
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706, सातवां तल, पर्स बेस्ट हाइट-1
नेताजी सुभाष पैलेस, वजीरपुर डिपो के सामने,
दिल्ली -110034
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फैक्स: 011-45057484
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42. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय,
सी -60 व 64, फ्लैटेड फैक्टरी परिसर,
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फैक्स: 011-47597201
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43. राष्ट्रीय लघु उद्योग निगम लिमिटेड
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फ्रंटियर बिस्कुट फैक्टरी के सामने,
दिल्ली रोहतक रोड,
बहादुरगढ़ - 124 507 (हरियाणा)
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44. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय,
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45. आंचलिक कार्यालय राष्ट्रीय लघु उद्योग निगम लिमिटेड
(दक्षिण-1) आंचलिक कार्यालय दक्षिण-1,
नई सं. 422 (पुरानी सं. 615), अन्ना सलाई,
चेन्नई - 600006, (तमिलनाडु)
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फैक्स: 044-2829 5791
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46. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय,
नई सं. 422 (पुरानी सं. 615), अन्ना सलाई,
चेन्नई - 600006, (तमिलनाडु)
दूरभाष : 044-28293347 / 28294541
फैक्स: 044-28295791, 28293347
ईमेल: bochen@nsic.co.in

47. राष्ट्रीय लघु उद्योग निगम लिमिटेड
उप शाखा(नाल्को, बाल्को, वेदांता और पैराफिन वैक्स)
द्वारा एनएसआईसी-तकनीकी सेवा केंद्र
बी -24, गिंडी औद्योगिक एस्टेट,
एकादुथंगल, चेन्नई- 600 032
48. राष्ट्रीय लघु उद्योग निगम लिमिटेड
उप शाखा कार्यालय
नेफेड वेयर हाउस परिसर,
सीएमडीए ट्रस्क टर्मिनल,
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49. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय,
35 / बी, प्रथम तल, यन्नईकट्टी मैदान, बीमा नगर,
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50. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय,
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औद्योगिक एस्टेट, अंबातुर,
चेन्नई - 600058
टेलीफोन: 044-26243984, 28291292
टेलीफैक्स : 044-26246826
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51. राष्ट्रीय लघु उद्योग निगम लिमिटेड उप शाखा,
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टीआईईएमए 'कन्वेंशन सेंटर पहला मेन रोड,
सिडको औद्योगिक एस्टेट तिरुमझीसाई, चेन्नई- 600 124
टेलीफोन: 044-26912327
52. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय,
एस -10, चरण III, 11 वां क्रॉस रोड, तिरु-वी-का औद्योगिक एस्टेट, गिंडी,
चेन्नई - 600 032
टेलीफोन : 044-22501069, 22500005
फैक्स सं.044-22501052
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53. राष्ट्रीय लघु उद्योग निगम लिमिटेड उप शाखा
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टेलीफोन: 044-2454 0533
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54. राष्ट्रीय लघु उद्योग निगम लिमिटेड
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55. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय,
1055/10 गौतम केंद्र, अविनाशी रोड, कोयंबटूर - 641 018 (तमिलनाडु)
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56. राष्ट्रीय लघु उद्योग निगम लिमिटेड
उप शाखा,
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संख्या 5/1, सिडको औद्योगिक एस्टेट,
चेन्नीमलाई रोड, इरोड-638001
57. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय,
नई सं. 14, पहली स्ट्रीट, हार्वे नगर, आरासराडी
मदुरै 625 016 (तमिलनाडु)
दूरभाष : 0452-2609992/3, 2602419
फैक्स: 0452-2604322
ईमेल: bomadu@nsic.co.in
58. आंचलिक कार्यालय राष्ट्रीय लघु उद्योग निगम लिमिटेड
(दक्षिण-II) शाखा कार्यालय,
सं. 25, पहला मेन रोड, केएसएसआईडीसी औद्योगिक एस्टेट, छठा ब्लॉक,
राजाजीनगर,
बेंगलुरु - 560 044 (कर्नाटक)
टेलीफोन: 080- 23307790/23307791,
फैक्स: 080-23145227
ईमेल: zgmsouth2@nsic.co.in

59. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय
सं. 25, पहला मेन रोड,
केएसएसआईडीसी औद्योगिक एस्टेट, छठा ब्लॉक, राजाजीनगर, बेंगलुरु - 560 044
(कर्नाटक)
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ईमेल: boban@nsic.co.in, nsicbangalore@gmail.com
60. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय,
प्लॉट नं 60, अनुजय बिल्डिंग, 5 वां क्रॉस,
सुभाष चन्द्र नगर, फाउंड्री क्लस्टर बिल्डिंग के सामने,
उत्सव, होटल के पास
बेलगाम -590006
टेलीफोन: 0831- 2449922,
ईमेल: nsicbgm@gmail.com / nsicbelgaum@nsic.co.in
61. राष्ट्रीय लघु उद्योग निगम लिमिटेड
उप शाखा
113 / 2-4, आईसीकॉस गोदाम, राजाजीनगर औद्योगिक नगर,
बेंगलूर - 560 044
62. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय,
सी-424, पिण्या प्रथम चरण, पिण्या पुलिस स्टेशन के पीछे
बेंगलूर - 560 058
टेलीफोन: 080-28374676, 28394576, 28374977,
टेलीफैक्स: टेलीफोन: 080-28374676
ईमेल: bopeenya@nsic.co.in
63. एनएसआईसी तकनीकी प्रशिक्षण केंद्र
सर्वेक्षण सं. 52 / 1, खाता सं. 1618, डॉन बॉस्को आईटीआई के आगे, पोटेपल्ली,
बेथमंगला हुबली, गांधीनगर, - 563 122, रॉबर्ट सनपेट, केजीएफ-563, कोलार जिला,
कर्नाटक
मो. सं. : 09480888240, 9341158399
ईमेल: nsickolartc@gmail.com
64. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय, 203, श्री दातासाई परिसर, आरटीसी क्रॉस रोड,
हैदराबाद-500020 (आंध्र प्रदेश)
टेलीफोन: 040-27622515 / 27615761/27622097]
फैक्स: 040-27617777
ईमेल: rohyd@nsic.co.in, nsichd_hyd@dataone.in

65. राष्ट्रीय लघु उद्योग निगम लिमिटेड उप शाखा,
शेड सं.2, साई सं.61 / भाग, स्प्लेनडिड अपर्णा मीडोज
कूतबुलापुर (एम), कमपैली (V), मेडचाल (टीक्यू)
(हैदराबाद)-500014
66. राष्ट्रीय लघु उद्योग निगम लिमिटेड उप शाखा
25/197, वेल्लोर रोड, वेंसन परिवहन परिसर, रेडीगुंता,
चित्तूर-517 002 (आंध्र प्रदेश)
टेलीफोन: 08572-240958, फैक्स: 08572-232545
67. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय,
द्वार सं. 6-3-144 तथा 144/1, जहाँआरा करीम परिसर, तीसरा तल, बालानगर,
हैदराबाद - 500 037 (टेलीफोन) 040-23777880 / 23777/1 (टेलीफैक्स): 040-
23777879
ईमेल: bobalanagar@nsic.co.in
68. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय,
प्रथम तल, प्लॉट सं. 49, मेन रोड, गुरु नानक कालोनी,
विजयवाड़ा - 520 008 (आंध्र प्रदेश)
टेलीफोन: 0866-2541055, टेलीफैक्स: 0866-2545055
ईमेल: bovijayawada@nsic.co.in
69. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय,
द्वार सं. 6-67-27 / 2/3, गजुवाका पुलिस स्टेशन मेन गेट के सामने, श्रमिक नगर,
गजुवाका,
विशाखापट्टनम - 530026
टेलीफैक्स : 0891-2768554
ईमेल: visakhapatnam@nsic.co.in
70. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय,
1, एनएस टॉवर, वैष्णवी नगर, बाईपास रोड,
होसुर - 635 109, जिला कृष्णागिरी (तमिलनाडु)
टेलीफोन: 04344-267092, फैक्स: 04344-267093
ईमेल: hosur@nsic.co.in
71. राष्ट्रीय लघु उद्योग निगम लिमिटेड
उप शाखा
70 बी, सिपकाँट औद्योगिक परिसर,
हमसा नर्सिंग होम के पास,
रानीपेट-632403 (तमिलनाडु)

72. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय,
एस - 67 जी डी सी ए परिसर, मरीन ड्राइव
एणकुलम, कोच्चि, कोचीन - 682031 (केरल)
टेलीफोन: 0484-2381850 / 2368149,
फैक्स: 0484-2380155
ईमेल: bococh@nsic.co.in
73. राष्ट्रीय लघु उद्योग निगम लिमिटेड उप शाखा
द्वारा एमएसएमईडीआई रोड, त्रिचूर (केरल)
74. राष्ट्रीय लघु उद्योग निगम लिमिटेड
उप शाखा
द्वारा जिला उद्योग केंद्र, सिविल लाइन्स के पीछे,
जिला- पलक्कड़ - 678 001 (केरल)
75. राष्ट्रीय लघु उद्योग निगम लिमिटेड
उप शाखा
XIV/105 ए, कोट्टायम नगर औद्योगिक एस्टेट,
कोडीमाता, कोट्टायम, केरल
76. राष्ट्रीय लघु उद्योग निगम लिमिटेड
उप शाखा
द्वारा जिला उद्योग केंद्र, वाटर वर्क्स कंपाउंड,
बेलायमबालम, त्रिवेन्द्रम-695033, केरल
77. आंचलिक कार्यालय (पूर्व एवं पूर्वोत्तर) राष्ट्रीय लघु उद्योग निगम लिमिटेड
आंचलिक कार्यालय पूर्वोत्तर,
बाई लेन 3, औद्योगिक एस्टेट
बामुनी मैदान, गुवाहाटी- 781021 (असम)
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फैक्स: 0361-2558948
ईमेल: rogwh@nsic.co.in
78. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय,
20-बी, अब्दुल हमीद स्ट्रीट, (7 वीं मंजिल)
कोलकाता - 700069, (पश्चिम बंगाल)
दूरभाष : 033-2213-7084 / 2248-8288,
फैक्स: 033-2248-7359
ईमेल: bocal@nsic.co.in
79. राष्ट्रीय लघु उद्योग निगम लिमिटेड
उप शाखा
हूलागढ़ ट्रक टर्मिनल, गोदाम सं.45,
हूलागढ़, पी.एस. संकरेल, हावड़ा (पश्चिम बंगाल)
टेलीफैक्स: 033-26792016

80. राष्ट्रीय लघु उद्योग निगम लिमिटेड उप शाखा
द्वारा हावड़ा बाणिज्य एवं उद्योग मंडल,
लिलुआ, हावड़ा - 711204 (पश्चिम बंगाल)
81. राष्ट्रीय लघु उद्योग निगम लिमिटेड उप शाखा
35/4, इचापुर रोड, कदमतल,
हावड़ा - 711 104
82. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय,
ए.ए.-177, साल्ट लेक सिटी, सेक्टर-I,
कोलकाता-700 064
टेलीफोन: 033-23211471, टेलीफैक्स: 033-23212416
ईमेल: bosaltlake@nsic.co.in
83. राष्ट्रीय लघु उद्योग निगम लिमिटेड शाखा कार्यालय,
सिलीगुड़ी औद्योगिक एस्टेट विकास एसोसिएशन,
सिलीगुड़ी औद्योगिक एस्टेट, प्लॉट सं.33,
दूसरा माइल, सेवोक रोड,
सिलीगुड़ी - 734001 (पश्चिम बंगाल)
टेलीफोन: 0353-2540218
ईमेल: bo.siliguri@nsic.co.in
84. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय
प्रथम तल, डीआईसी कैम्पस, रसूलगढ़ औद्योगिक एस्टेट,
भुवनेश्वर - 751 010 (उड़ीसा)
टेलीफोन: 0674-2548875, 6510189
फैक्स: 0674-2549780,
85. राष्ट्रीय लघु उद्योग निगम लिमिटेड
उप शाखा
लिंक रोड, कटक, -753012 (उड़ीसा)
टेलीफोन: 0671-2312083 / 2312875,
फैक्स: 0671-2312875
ईमेल: bocuttack@nsic.co.in
86. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय
प्लॉट सं. जेजेजे. -16, सिविल टाउनशिप,
राउरकेला -769004 जिला सुंदरगढ़ (उड़ीसा)
दूरभाष 0661-2665059, फैक्स: 0661-2664559
ईमेल: rourkela@nsic.co.in, borourkela@gmail.com

87. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय
104, पहली मंजिल, मन्ना-सूती परिसर,
डॉक्टर्स कॉलोनी, कंकड़बाग, पटना 800 020 (बिहार)
टेलीफोन: 0612-2354222, 3212403
टेलीफैक्स: 0612-2354222
ईमेल: bopatna @ nsic.co.in, patnansicgmail.com
88. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय
4/7, सेंट्रल पार्क, डॉक्टर्स कालोनी,
सिटी सेंटर, दुर्गापुर - 713 216
फोन: 0343-2542165, टेलीफैक्स: 0343-2549975
ईमेल: bodurgapur@nsic.co.in
89. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय
विकास भवन परिसर, आदित्यपुर,
जमशेदपुर-831013 (झारखंड)
टेलीफोन: 0657-3294051,
टेलीफैक्स सं. 0657-2371299
ईमेल: bojms@nsic.co.in
90. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय
उद्योग भवन, कोकर इंडस्ट्रियल एरिया,
रांची - 834001 (झारखंड)
टेलीफैक्स : 0651-2543921
ईमेल: boranchi@nsic.co.in, nsic.ranchi@gmail.com
91. राष्ट्रीय लघु उद्योग निगम लिमिटेड
उप शाखा,
बाई पास रोड चास, बोकारो (झारखंड)
ईमेल: nabasis@rediffmail.com
92. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय
न्यू मार्केट, "हुडको टावर, 15एन,
नेली सेनगुप्ता सरणी (लिंडसे स्ट्रीट)
द्वितीय तल, कमरा संख्या 2/1, कोलकाता-700 087
फोन: 033-22522232 / 2252
टेलीफैक्स-33-22522319
ई-मेल :nsicnewmarket@gmail.com,
newmkt_kolkata@nsic.co.in

93. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय
बाई लेन सं.3, औद्योगिक एस्टेट,
बामुनी मैदान, गुवाहाटी - 781021 (असम)
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फैक्स: 0361-2558948
ईमेल: rogwh@nsic.co.in
94. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय
बाई लेन .3, औद्योगिक एस्टेट,
बामुनी मैदान, गुवाहाटी - 781021 (असम)
टेलीफोन: 0361-2657947, फैक्स: 0361-2657948
ईमेल: rogwh@nsic.co.in
95. राष्ट्रीय लघु उद्योग निगम लिमिटेड
उप शाखा
ईडीआई परिसर, सोफेड, आई टी आई के सामने,
इंद्रानगर, **अगरतला** -799 006 (त्रिपुरा)
टेलीफोन: 0381-2351374
96. राष्ट्रीय लघु उद्योग निगम लिमिटेड
उप शाखा
यूरीपोक अचोम लेकई, इम्फाल-795 001 (मणिपुर)
टेली फैक्स : 0385-2414270
97. राष्ट्रीय लघु उद्योग निगम लिमिटेड
उप शाखा
एमआईडीसी परिसर, "किस्मत", अपलैंड रोड, लैतुमखाह
शिलांग -793 003 (मेघालय)
98. राष्ट्रीय लघु उद्योग निगम लिमिटेड
उप शाखा,
द्वारा उद्योग निदेशालय, खातला
आइजोल - 796 001 (मिजोरम)
संपर्क नंबर 08575091069
99. आंचलिक कार्यालय (पश्चिम) राष्ट्रीय लघु उद्योग निगम लिमिटेड
आंचलिक कार्यालय (पश्चिम)
तृतीय तल, आर एंड सी लिमिटेड भवन, सर जे.जे.रोड,
बाईकुर्ला मुंबई - 400008, (महाराष्ट्र)
टेलीफोन: 022-23738275, फैक्स: 022-23733742
ईमेल: zgmwest@nsic.co.in

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100. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय
प्रथम तल, प्रेस्टीज चैम्बर्स, कल्याण स्ट्रीट, मस्जिद (पूर्व), मुंबई - 400009, (महाराष्ट्र)
टेलीफोन: 23740268 23740272, 23740116,
टेलीफैक्स: 022-23741989
ईमेल: bomum@nsic.co.in, bomumact@nsic.co.in
101. राष्ट्रीय लघु उद्योग निगम लिमिटेड
उप शाखा,
द्वारा टीएसएसआईए हाउस, प्लॉट सं.26, रोड सं. 16, वागले औद्योगिक एस्टेट, ठाणे
(प.) 400 064
टेलीफोन: 022-25802244
ईमेल: nbdeothane@nsic.co.in
102. राष्ट्रीय लघु उद्योग निगम लिमिटेड
उप शाखा (नाल्को उत्पाद)
42/57, इंडियन ऑयल कॉर्पोरेशन कंपाउंड, मनकोली नाका, भिवंडी, जिला: ठाणे
(महाराष्ट्र)
103. राष्ट्रीय लघु उद्योग निगम लिमिटेड
उप शाखा (जिंक उत्पाद)
द्वारा केंद्रीय वेयर हाउससिंग निगम, नई रनोली फ्लाईओवर के पास, ब्रिज, करछिया,
बडोदरा-391350,
टेली फैक्स : 0265-2241430,
ईमेल: brd.hzldp@vedanta.co.in
104. राष्ट्रीय लघु उद्योग निगम लिमिटेड
उप शाखा (जिंक उत्पाद)
एन -14 / 2, तारापुर औद्योगिक एस्टेट, एमआईडीसी, तालुका बोईसर, कुम्भावली,
तारापुर,
जिला ठाणे (महाराष्ट्र)
टेलीफोन: 02525-653041, टेलीफैक्स: 02525-270200
ईमेल: trp.hzlp@vedanta.co.in
105. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय
403, विंग बी, सागर टेक प्लाजा, साकिनाका, अंधेरी कुर्ला रोड,
अंधेरी (पूर्व), मुंबई - 400072, (महाराष्ट्र)
टेलीफोन: 022- 28582020, 2850 9915/16,
3226 5918,
फैक्स: 022 28509917
ईमेल: boandheri@nsic.co.in
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106. राष्ट्रीय लघु उद्योग निगम लिमिटेड
उप शाखा, सर्वेक्षण सं.68 / 1, वारानगडे ग्राम,
बोईसर चिल्लर रोड, बोईसर (पश्चिम)
टेलीफोन: 02525-653041,
107. राष्ट्रीय लघु उद्योग निगम लिमिटेड
उप शाखा,
द्वारा गोवलिस औद्योगिक एसोसिएशन, 101-103, इंदिरा उद्योग भवन, गोलानी
परिसर, वालिव, वसई (पूर्व) - 401 208
108. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय
एनडीटीए परिसर, ब्लॉक 9, दूसरा तल
लिबर्टी सिनेमा के सामने, रेजिडेंस रोड, सदर,
नागपुर- 440001 (महाराष्ट्र)
टेलीफोन: 0712-2543254, 2552023
फैक्स: 0712-2543255
ईमेल: bonagpur@nsic.co.in
109. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय
द्वारा एमएसएमईडीआई, शंकरशेट रोड, स्वरगेट पीएमटी वर्कशाप के पास, जानकी
हॉल कंपाउंड, पुणे-411037 (महाराष्ट्र)
टेलीफोन: 020-24497303,
टेलीफैक्स: 020-24440546
ईमेल: bopune@nsic.co.in
110. राष्ट्रीय लघु उद्योग निगम लिमिटेड
उप शाखा
द्वारा जिला उद्योग केंद्र, उद्योग भवन,
जिला कलेक्टर कार्यालय के पास, कोल्हापुर-416012
111. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय
द्वारा एमएसएसआईए, पी -15,
एमआईडीसी, वालुज, मोर चौक,
औरंगाबाद - 431136 (महाराष्ट्र),
टेलीफोन: 0240-2552300, फैक्स: 0240-2563799
ईमेल: boaurangabad@nsic.co.in
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112. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय
204, द्वितीय तल, ब्लॉक-ए, क्रिस्टल आर्केड लोधीपारा चौक के पास शंकर नगर,
रायपुर - 492 007 (छत्तीसगढ़),
टेलीफोन: 0771 - 4035388, 6006070
ईमेल: boraipur@nsic.co.in
113. राष्ट्रीय लघु उद्योग निगम लिमिटेड
उप शाखा (नाल्को उत्पाद) सर्वेक्षण सं.80 / 4, दयात-फालिया रोड,
अमली, सिलवासा-396 230, दादरा एवं नगर हवेली संघ राज्य क्षेत्र)
टेलीफैक्स: 0260-264 1436
114. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय श्रीजी परिसर, चौथा तल मनोशांति होटल के पास,
डॉ. दादा वैद्य रोड, पणजी - 403 001 (गोवा)
टेलीफैक्स: 0832-2220540
ईमेल: bogoa@nsic.co.in
115. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय
गल्ला सं. 13, तृतीय तल, उद्योग भवन, एमआईडीसी, सतपुर,
नासिक -422007
टेलीफोन: 0252-2365059,
टेलीफैक्स - 0253-2365061
ईमेल: bonasik@nsic.co.in
116. आंचलिक कार्यालय राष्ट्रीय लघु उद्योग निगम लिमिटेड
(मध्य) आंचलिक कार्यालय (मध्य)
202, 203, समरूद्ध भवन, गुजरात उच्च न्यायालय के सामने, अहमदाबाद -
380014, (गुजरात)
दूरभाष : 079-27543228 / 27544893/27544254,
फैक्स: 079-27540159
ईमेल: zgmcentral@nsic.co.in
117. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय
202, 203, समरूद्ध बिल्डिंग
गुजरात उच्च न्यायालय के सामने, अहमदाबाद - 380014, (गुजरात)
दूरभाष : 079-27543228 / 27544893/27544254,
फैक्स: 079-27540159
ईमेल: boamd@nsic.co.in
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118. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय 404, राजहंस बिल्डिंग, जे.के. टॉवर के सामने,
रिंग रोड, सूरत - 395 002 (गुजरात)
फोन-0261-2345733, फैक्स-0261-4039735
ईमेल: surat@nsic.co.in
119. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय
10, पोलोग्राउंड, औद्योगिक एस्टेट, इंदौर (मध्य प्रदेश) - 452015
टेलीफोन- 0731- 2424408-2424409 - 2421566,
फैक्स - 0731- 2421566
ईमेल: boindore@nsic.co.in
120. राष्ट्रीय लघु उद्योग निगम लिमिटेड
उप शाखा, द्वारा जिला व्यापार एवं उद्योग केन्द्र,
विश्वविद्यालय चौराहा, सिटी सेंटर, ग्वालियर, मध्य प्रदेश
121. राष्ट्रीय लघु उद्योग निगम लिमिटेड शाखा कार्यालय
110, मालवीय नगर, प्रथम तल, भोपाल-462003, (मध्य प्रदेश)
टेलीफोन: 0755-2766205, 4295152, 2766205,
टेलीफैक्स: 0755-2553183
ईमेल: bobpl@nsic.co.in
122. राष्ट्रीय लघु उद्योग निगम लिमिटेड
शाखा कार्यालय 105-106, होटल विराज बिल्डिंग, गुरुदेव वाणिज्यिक परिसर के
सामने, ऑफ सायली रोड,
सिलवासा -396 230, (दादर नगर एवं हवेली संघ राज्य क्षेत्र)
टेलीफोन: 0260- 2640272, 6534514, फैक्स: 0260-2640272,
ईमेल: bosilvassa@nsic.co.in
123. चूक प्रबंधन वसूली शाखा राष्ट्रीय लघु उद्योग निगम लिमिटेड,
चूक प्रबंधन वसूली शाखा, सी -41, सेक्टर -58, नोएडा।
दूरभाष -0120-4546197,
टेलीफैक्स-0120-4546198
ईमेल: dmrbnoida@nsic.co.in
124. राष्ट्रीय लघु उद्योग निगम लिमिटेड,
चूक प्रबंधन वसूली शाखा, पी-104, खैराने एमआईडीसी,
टीटीसी इंडस्ट्रियल एरिया, कोपड़खैराने,
नवी मुंबई 400 709, (महाराष्ट्र)
टेलीफोन: 022- 27620865,
टेलीफैक्स: 022-27634969
ईमेल: dmrbumbai@nsic.co.in

125. राष्ट्रीय लघु उद्योग निगम लिमिटेड,
चूक प्रबंधन वसूली शाखा, 202, 203, समरूद्ध भवन, गुजरात उच्च न्यायालय के
सामने, अहमदाबाद - 380014, (गुजरात)
दूरभाष : 079-27543228 / 27544893/27544254,
फैक्स: 079-27540159
ईमेल: boamd@nsic.co.in
126. एनएसआईसी तकनीकी सेवा केंद्र
सेक्टर बी -24, गिंडी औद्योगिक एस्टेट, इकादुथंगल पीओ,
चेन्नई 600032 (तमिलनाडु), टेलीफोन: 044-22252335 / 6/7,
फैक्स: 044-22254500,
ईमेल: ntscche@nsic.co.in
127. एनएसआईसी तकनीकी सेवा केंद्र
पी ओ बालिटीकुरी जिला हावड़ा- 711 113 (पश्चिम बंगाल)
टेलीफोन: 033-26530304 / 26532962/26534280
फैक्स: 033-26531314
ईमेल: ntschow@nsic.co.in
128. एनएसआईसी तकनीकी सेवा केंद्र कुशईगुहा, कमलानगर ईसीआईएल (पी ओ),
हैदराबाद-500062 (तेलंगाना)
टेलीफोन: 040-27121422, 27126646, 27134025, 27124597, फैक्स: 040-
27122303
ईमेल: ntschy@nsic.co.in
129. एनएसआईसी तकनीकी सेवा केंद्र
ओखला इंडस्ट्रियल एस्टेट, नई दिल्ली- 110020
टेलीफोन: 011-26826801, 26826847, 26826846
फैक्स: 011-26826783
ईमेल: ntscok@nsic.co.in
130. एनएसआईसी तकनीकी सेवा केंद्र
भाव नगर रोड, अजी इंडस्ट्रियल एरिया,
राजकोट -360 003 (गुजरात)
टेलीफोन: 0281- 2387396/97/98, 2387613,
फैक्स: 0281-2387729
ईमेल: ntscraj@nsic.co.in
131. एनएसआईसी तकनीकी सेवा केंद्र
डी-82/83, फोकल प्वाइंट, पुराना क्यूएमई भवन
राजपुरा- 140 401, (पंजाब)
टेलीफोन: 09115005601-609 फैक्स: 01762-232669,
ईमेल: ntsec.rjp@nsic.co.in

132. एनएसआईसी तकनीकी सेवा केंद्र
ए-1 औद्योगिक एस्टेट, अलीगढ़- 202 001 (उत्तर प्रदेश)
टेलीफोन: 0571-2403552, 2400364,
टेलीफैक्स: 0571-2403552
ईमेल: ntsecalog@nsic.co.in
133. एनएसआईसी कम्प्यूटर प्रशिक्षण केन्द्र,
सी-15, दूसरा तल, गणपति अस्पताल के ऊपर, तुलसी पेट्रोल पम्प के पास, भगवान
टाँकीज, एनएच -2, बाईपास रोड, आगरा-282002 (उत्तर प्रदेश) टेलीफोन / फैक्स:
0562-4040196,
मो.: -09456276705, ईमेल: ctcagra@nsic.co.in
134. एनएसआईसी प्रशिक्षण केंद्र
1714/663, गांव – हालेल, पीओ कनैद, तहसील - सुंदरनगर,
जिला – मंडी हिमाचल प्रदेश) - 175 010
टेलीफोन: 09816360071,
ईमेल: nsickanaid.mandi@gmail.com
135. एनएसआईसी प्रशिक्षण केन्द्र,
रानी रत्ना कुमारी शैक्षिक और कल्याण सोसायटी भवन, एनएसी के पास, जुबबल,
तहसील, जिला शिमला, हिमाचल प्रदेश-171205
टेलीफोन: 01781-252200, ईमेल: nsic.jubbal@gmail.com
136. राष्ट्रीय लघु उद्योग निगम लिमिटेड,
चूक प्रबंधन वसूली शाखा,
एसटीपी बिल्डिंग, सेक्टर बी -24, गिंडी औद्योगिक एस्टेट,
इकादुथुगल पीओ, चेन्नई- 600032 (तमिलनाडु)
टेलीफोन: 044-22250444, 22250445
टेली फैक्स : 044-22250343
137. प्रदर्शनी सह विपणन विकास बिजनेस पार्क
मॉड्यूल सं.207, ईएमडीवीपी भवन,
ईसीआईएल पी ओ कमलानगर, कुशाईगुदा हैदराबाद-500062
(आंध्र प्रदेश), टेलीफोन: 040-27141422, 27125802
फैक्स: 040-27141411
ईमेल: emdbphyd@nsic.co.in
138. एनएसआईसी प्रशिक्षण सह इन्क्यूबेशन सेंटर
प्लॉट सं.18, सोनदा मौजा,
देवरिया - 274 001 (उ.प्र.)

MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES**(SME SECTION)**New Delhi, the 12th May, 2016

S.O. 865.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971) and in supersession of the notification of the Government of India in the Ministry of Micro, Small and Medium Enterprises number S.O. 2222, dated the 28th June 2012, published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 7th July, 2012 except as requisite things done or committed to be done before such supersession, the Central Government hereby appoints the officer mentioned in column (1) of the Table below, being an officer equivalent to the rank of the Gazetted Officer of the Central Government to be Estate Officer for the purpose of the said Act and further directs that the said officer shall exercise the powers conferred and perform the duties imposed on Estate Officer by or under the said Act within the limits of his jurisdiction in respect of public premises specified in column (2) of the said Table.

TABLE

Designation of officer (1)	Categories of public premises and local limits of jurisdiction (2)
Shri Men Pal Singh, Deputy General Manager (F&A), the National Small Industries Corporation Limited, New Delhi.	Premise owned or taken on lease from time to time by the National Small Industries Corporation Limited in the National Capital Territory of Delhi and in other places where its Zonal Offices, Branch Offices, NSIC – Business Development Extension Offices, Raw Material Distribution Centres (Godowns), Marketing Intelligence Cell, Default Management Recovery Branches, NSIC-Technical Services Centres, Software Technology Parks, Exhibition Centres, Software Technology Parks, Exhibition Centre(s), Industrial Estate, Naini, Allahabad (Uttar Pradesh) are situated as mentioned in Annexure.

ANNEXURE

S.No. (1)	Offices (2)	Address (3)
1.	Corporate Office	National Small Industries Corporation Limited (A Government of India Enterprise) NSIC Bhawan, Okhla Industrial Estate, New Delhi – 110 020, India Tel: ++91-11-26926275, 26926370, Toll free No. 1800111955 Fax: ++91-11-26932075, 26311109 Email: info@nsic.co.in , dpu@nsic.co.in Website: www.nsic.co.in
2.	Marketing Intelligence Cell & NSIC Info Call Centre	National Small Industries Corporation Limited, Marketing Intelligence Cell & NSIC Info Call Centre, IT Incubator, NTSC Complex, Okhla Industrial Estate, New Delhi . Tel: 011-26321423, 64650781, 64651703, 26382047, Email: mic@nsic.co.in
3.	Zonal Office (North-I)	National Small Industries Corporation Limited, Zonal Office North-I, G-15, Sector -18, NOIDA, Uttar Pradesh – 201301 Tel: 0120-4571700, Telfax: 0120-4247966 Email: zgmnorth1@nsic.co.in
4.		National Small Industries Corporation Limited Branch Office, III-B/118, Sector – 18 Shopping Complex, Noida - 201301 (Uttar Pradesh) Tel.: 0120-4595000 to 4595045 (46 lines), & 2511798 Fax: 0120- 4556450 & 4556453 Email: bonoida@nsic.co.in

5.		National Small Industries Corporation Limited Branch Office 110, 111, 116, 117, First Floor, Ansal Sumedha Building, Raj Nagar District Centre, Ghaziabad – 201 002 Email: boghaziabad@nsic.co.in
6.		National Small Industries Corporation Limited Branch Office 16-D, 1st Floor, Mahaluxmi Metro Tower, C-1, C-2, Sector-4, Vaishali, Ghaziabad – 201 002 Tel: 0120-4566526, Telfax: 0120-4350679 Email: bosahibabad@nsic.co.in
7.		National Small Industries Corporation Limited Branch Office, Near Sabji Mandi, Niranjanpur, Saharanpur Road, Dehradun-248001 Tel. No. : 0135-6451005, Telefax : 0135-2520501 Email : bodehradun@nsic.co.in
8.		National Small Industries Corporation Limited Sub Branch/TIC B-1, B-5, Industrial Estate, Bazpur Road, Kashipur (Uttaranchal) Tel: 05947-262453 Email: nbdeokashipur@nsic.co.in
9.		National Small Industries Corporation Limited Branch Office, 307/T-6, 3rd Floor, Maruti Plaza, (Behind Sanjay Talkies) Sanjay Place, Agra – 282 002 Tel: 0562-2527862, 2525567 Telefax: 0562-2524842 Email: boagra@nsic.co.in
10.		National Small Industries Corporation Limited Branch Office 65/1, 2 nd Floor, Above Meera Gas Agency, Panchsheel Colony, Garh Road, Meerut – 250 004 (UP) Tel: 0121-4051441/42 Email: bomeerut@nsic.co.in
11.		National Small Industries Corporation Limited Branch Office, 105, First Floor, Tradex- Tower-II, Commercial Belt, Alpha-I, Greater Noida (U.P.)-201308 Tel No: 0120- 4253123/4572986 Email: bognoida@nsic.co.in
12.	Zonal Office (North-III)	National Small Industries Corporation Limited Zonal Office North-III Mansarovar Complex, C-30/35-B, 2 nd Floor, Maldhaiya, Varanasi-221001 Ph. No.- 0542-2200324 Email: zgmnorth3@nsic.co.in

13.		National Small Industries Corporation Limited Branch Office, Mansarovar Complex, C-30/35-B, 2nd Floor, Maldhaiya, Varanasi – 221001, Uttar Pradesh Telefax: 0542-2370223 Email: bovaranasi@nsic.co.in
14.		National Small Industries Corporation Limited Branch Office 112 / 1, IInd Floor Benajhabar Road, Kanpur - 208 001 Tel: 0512-2535049, 2556379, Telefax:0512-2543217 Email: bokan@nsic.co.in
15.		National Small Industries Corporation Limited Sub Branch, DIC Campus, Gorakhnath Industrial Estate, Gorakhpur – 273 015 (Uttar Pradesh) Tel: 09235406193 Email: sogorakhpur@nsic.co.in
16.		National Small Industries Corporation Limited Branch Office Industrial Estate, P.O. Udyog Nagar, Naini, Allahabad-211 009 (Uttar Pradesh) Tel: 0532-2697218/2697050, 2695847 Telefax : 0532-2697218 Email: boallahbd@nsic.co.in , nsic.naini@rediffmail.com
17.		National Small Industries Corporation Limited Branch Office, 503, 5th Floor, Shriram Tower, 13, Ashok Marg, Lucknow-226001 Telefax: 0522-2288803 Email: bolucknow@nsic.co.in , dzgmupeast@nsic.co.in
18.	Zonal Office (North-II)	National Small Industries Corporation Limited Zonal Office North-II, NF / 0 / 2 Nehru Place, Tonk Road, Jaipur- 302015 (Rajasthan) Tel: 0141-2744899/2742991/2742372, Fax:0141-2741277, 2740334 Email: zgmnorth2@nsic.co.in
19.		National Small Industries Corporation Limited Branch Office, NF / 0 / 2 Nehru Place, Tonk Road, Jaipur- 302015 (Rajasthan) 0141- 2740191/2742991/2742372 Fax:0141-2741277 Email: bojai@nsic.co.in
20.		National Small Industries Corporation Limited Branch Office, 513, Alankar Plaza, Central Spine, Vidyadhar Nagar, Jaipur -302 023 (Rajasthan) Tel : 0141-2231594,2231573, Fax: 0141-2231572

21.	National Small Industries Corporation Limited, Sub Branch, C/o The SSI Association, Purusarth Bhawan, Road No.5, IPIA, Kota (Rajasthan) Tel: 0744-2426104
22.	National Small Industries Corporation Limited, Sub Branch, Association Bhawan, Bagru Industrial Association, Bagru Extn., Bagru-303007 (Jaipur) Contact No: 09413846491
23.	National Small Industries Corporation Limited, Branch Office, B-294, 295 (G), 1 st Floor, Manglam House, RIICO Chowk, Bhiwadi – 301019. Telfax: 01493-220076 Email: bobhiwadi@nsic.co.in
24.	National Small Industries Corporation Limited, Branch Office, Guru Gobind Singh Tower, Near Dholewal Chowk, G T Road, Ludhiana- 141 003 (Punjab). Tel: 0161-2541946/2530940/2546523, Telefax: 0161-2531946 Email: boludh@nsic.co.in
25.	National Small Industries Corporation Limited, Sub Branch, 1st Floor, DIC Office Building , Adjacent Bus Stand, Mandi Gobindgarh (Punjab) Contact No. -08146755811 Tel:01765-2241493 Email: nsicmg@gmail.com
26.	National Small Industries Corporation Limited, Sub Branch, Red Cross Building, Near Ranbir Club, Sangrur-148001. Contact No: 09781935323, Tel:01672232322 Email: bosangrur@nsic.co.in
27.	National Small Industries Corporation Limited, Branch Office, SCO - 378, 2 nd Floor, Sector-32 D, Chandigarh. Tel: 0172-2620538, 2620539, Fax: 0172-4656538 Email: bochd@nsic.co.in
28.	National Small Industries Corporation Limited, Sub Branch, IDDC Complex, Staff Road, Ambala Cantt. 133001 (Haryana) Tel:0171-2633507 Email: nsic.ambala@gmail.com

29.		National Small Industries Corporation Limited, Sub Branch, C/o NSIC-NALCO Godown, Dharampur, Sai Road, Opposite of Pidilite Industries Ltd., Baddi, Himachal Pradesh. Tel: 01795-652114, 657114
30.		National Small Industries Corporation Limited, Branch Office, First Floor, SS Arcade, B-1-823/4, Tanda Road, Opp. KMV College, Jalandhar – 144004 (Punjab) Tel: 0181-2292242, 2295533, 6570257, Fax: 0181-2299242 Email: bojal@nsic.co.in , nsicjalandhar@gmail.com
31.		National Small Industries Corporation Limited, Sub Branch, Room No.12, District Industries Centre Complex, Exhibition Grounds, Jammu-180 001. Tel: 0191-2564934 , Email: bojam@nsic.co.in
32.		National Small Industries Corporation Limited Sub Branch 1 st floor, Bank Complex, G.T. Road, Damtal, Teh. Indora, Distt. Kangra (H.P.) -176 403 Tel: 01893-245319 Email: bojam@nsic.co.in
33.		National Small Industries Corporation Limited, Sub Branch District Industries Centre Complex, Focal Point, Mehta Road, Amritsar-143 001 Email: amritsar@nsic.co.in Contact. No.: 9216449998
34.		National Small Industries Corporation Limited, Branch Office, Shop Cum Office (SCO), 11-12, Gaushala Mandi, G.T. Road, Panipat -132103 (Haryana) Tel. No. 0180-4002721 , Telfax No. 0180-2670608 , Email: bopanipat@nsic.co.in
35.	Zonal Office (NCR)	NSIC Limited, Zonal Office NSIC Technical Services Centre, Okhla Industrial Estate, New Delhi-110020 Tel: 011-26382350, Telfax: 011-41036462. Email: zgmncr@nsic.co.in
36.		National Small Industries Corporation Limited, Branch Office NTSC Complex, Near Chandiwala Hospital, Okhla Industrial Estate, New Delhi-20 Tel: 011-26382568-69, Fax: 011-26382568, 41002320 Email: delhinsic@nsic.co.in

37.	National Small Industries Corporation Limited, Branch Office, No.9, IInd Floor, Aap Ka City Plaza, Near Hotel Park Inn, Civil Lines, Gurgaon -122 001 (Haryana) Tel: 0124-2308913, Fax:0124-2220543 Email: bogur@nsic.co.in
38.	National Small Industries Corporation Limited, Branch Office, Plot No.107, Nissan Hut, NH-5, Railway Road, Faridabad – 121 001 (Haryana) Tel: 0129-4311249/52/92/93 (Godown) 4102430 Fax: 0129-4311293 Email: bofbd@nsic.co.in , bofaridabad@gmail.com
39.	National Small Industries Corporation Limited, Branch Office, 1st Floor, Jeevan Tara (DGS&D) Building, Parliament Street, New Delhi – 110 001 Tel:011-23360527, 23747674, Fax: 011-23747673 Email: clo@nsic.co.in
40.	National Small Industries Corporation Limited, Branch Office, 516-517, 5th Floor, Laxmi Tower, Azdapur Commercial Complex, Azadpur, Delhi-33. Tel: 011-47580231 Email: bojahangirpuri@nsic.co.in
41.	National Small Industries Corporation Limited, Branch Office, 706, 7th Floor , Pearls Best Height-I, Netaji Subhash Palace, Opposite of Wazirpur Depot, Delhi -110034 Tel: 011-27357120-21, Fax: 011-45057484 Email: wazirpur@nsic.co.in
42.	National Small Industries Corporation Limited, Branch Office, C-60 & 64, Flatted Factory Complex, Jhandewalan, New Delhi – 110055 Tel: 011-23515243 - 44, 23535255 Fax: 011-47597201 Email: jhandewalan@nsic.co.in
43.	National Small Industries Corporation Limited, Branch Office, Z-99, First Floor, Mama Chowk, M.I.E. Part-A, Opposite of Frontier Biscuit Factory, Delhi Rohtak Road, Bahadurgarh – 124 507 (Haryana) Tel: 01276-267551, Fax:01276-267552 Email: bobahadurgarh@nsic.co.in

44.		National Small Industries Corporation Limited, Branch Office, CB-326, Second Floor, Ring Road, Naraina, New Delhi – 110028 Tel : 011-64611484, 25775787, Telfax : 011-25775166 Email: bonaraina@nsic.co.in
45.	Zonal Office (South-I)	National Small Industries Corporation Limited, Zonal Office, South-I, New No. 422(Old No. 615), Anna Salai, Chennai – 600006, (Tamil Nadu) Tel. : 044-2829 1943 / 2829 4541, Fax: 044-2829 5791 Email: zgmsouth1@nsic.co.in
46.		National Small Industries Corporation Limited, Branch Office, New No. 422(Old No. 615), Anna Salai, Chennai – 600006, (Tamil Nadu) Tel. : 044-28293347/28294541, Fax : 044-28295791, 28293347 Email: bochen@nsic.co.in
47.		National Small Industries Corporation Limited, Sub Branch, (Nalco, Balco, Vedanta & Paraffin Wax) C/o. NSIC-Technical Services Centre B-24, Guindy Indl Estate Ekkaduthangal, Chennai 600 032
48.		National Small Industries Corporation Limited, Sub Branch, Office NAFED Warehousing Complex, CMDA Trusck Terminal, Ponnammanmedu PO, Madhavaram, Chennai-600110 Tel: 044-25530310
49.		National Small Industries Corporation Limited, Branch Office, 35/B, First Floor, Yannaikatti Maidhan, Beemanagar, Trichy -620001 Tel: 04312414541 E-mail: nsictrichy@gmail.com
50.		National Small Industries Corporation Limited, Branch Office, No.309, SIDCO-AIEMA Tower, 3 rd Floor, Ist Main Road, Ambattur Industrial Estate, Ambattur, Chennai 600058 Tel: 044-26243984, 28291292 Telfax: 044-26246826 Email: boambattur@nsic.co.in
51.		National Small Industries Corporation Limited, Sub Branch, C/o. Chennai Auto Ancillary Industrial Infrastructure Upgradation Company TIEMA' Convention Centre, I Main Road, SIDCO Industrial Estate Thirumazhisai, Chennai - 600 124. Tel: 044-26912327

52.		National Small Industries Corporation Limited, Branch Office, S-10, Phase-III, 11th Cross Road, Thiru-vi-ka Industrial Estate, Guindy, Chennai - 600 032. 044-22501069, 22500005, Fax No.044-22501052 Email: boguindy@nsic.co.in
53.		National Small Industries Corporation Limited, Sub Branch, No.5, Thiruvalluvar Street, Kandanchavadi, Perungundi, Chennai – 600 096 Tel: 044-2454 0533 E-mail: nbdeoperungudi@nsic.co.in
54.		National Small Industries Corporation Limited, Branch Office, Administrative Building, Industrial Estate, Thattanchavady, Pondicherry-605009 Tel: 0413-2248970,2248940, Fax: 0413-2248970 Email: bopon@nsic.co.in
55.		National Small Industries Corporation Limited, Branch Office, 1055 / 10 Gowtham Centre, Avinashi Road, Coimbatore - 641 018 (Tamil Nadu) Tel: 0422-2244618,0422-2247757 Telfax: 0422-2247764 Email: bocomb@nsic.co.in
56.		National Small Industries Corporation Limited, Sub Branch, C/o Erode District Small Industries Association No.5/1, SIDCO Industrial Estate, Chennimalai Road, Erode-638001
57.		National Small Industries Corporation Limited, Branch Office, New No. 14, 1st Street,Harvey Nagar, Arasaradi, Madurai 625 016 (Tamilnadu) Tel.: 0452-2609992/3, 2602419 Fax: 0452-2604322 Email: bomadu@nsic.co.in
58.	Zonal Office (South-II)	National Small Industries Corporation Limited, Branch Office, No. 25, 1ST Main Road, KSSIDC Industrial Estate, 6th Block, Rajajinagar, Bangaluru - 560 044 (Karnataka) Tel: 080- 23307790/23307791, Fax: 080-23145227 Email: zgmsouth2@nsic.co.in

59.	National Small Industries Corporation Limited, Branch Office, No. 25, 1ST Main Road, KSSIDC Industrial Estate, 6th Block, Rajajinagar, Bangaluru - 560 044 (Karnataka) Telfax: 080- 23300070/ 23109059, Email: boban@nsic.co.in, nsicbangalore@gmail.com
60.	National Small Industries Corporation Ltd., Branch Office, Plot No. 60, Anujay Building, 5th Cross, Subhash Chandra Nagar, Opposite of Foundry Cluster Building, Near Utsav Hotel, Belgaum -590006. Tel: 0831- 2449922, Email: nsicbgm@gmail.com / nsicbelgaum@nsic.co.in
61.	National Small Industries Corporation Limited, Sub Branch, 113/2-4, ISICOS Godown, Rajajinaar Industrial Town Bangalore – 560 044
62.	National Small Industries Corporation Limited, Branch Office, C-424, Peenya 1st Stage, Behind Peenya Police Station Bangalore – 560 058 Tel: 080-28374676, 28394576, 28374977, Telefax: Tel: 080-28374676 Email: bopeenya@nsic.co.in
63.	NSIC Technical Training Centre Survey No.52/1, Khata No.1618, Next to Don Bosco ITI, Pottepalli, Bethamangala Hobbli, Gandhinagar, Robertsonpet, KGF – 563 122, Kolar Dist, Karnataka Mob: 09480888240, 9341158399 Email: nsickolartc@gmail.com
64.	National Small Industries Corporation Limited, Branch Office, 203, Sri Dattasai Complex, RTC Cross Roads, Hyderabad-500020 (Andhra Pradesh) Tel: 040-27622515/27615761/27622097, Fax:040-27617777 Email: rohyd@nsic.co.in, nsichd_hyd@dataone.in

65.	National Small Industries Corporation Limited, Sub Branch, Shed No.2, Sy.No.61/Part, Splendid Aparna Meadows, Quthbullapur (M), Kompally (V), Medchal (Tq) Hyderabad-500014
66.	National Small Industries Corporation Limited, Sub Branch, 25/197, Vellore Road, Venson Transport Premises, Reddigunta, Chittoor-517 002 (Andhra Pradesh) Tel: 08572-240958, Fax: 08572-232545
67.	National Small Industries Corporation Limited, Branch Office, Door No. 6-3-144 & 144/1, Jahanara Kareem Complex, 3rd Floor, Balanagar, Hyderabad - 500 037 (T) 040-23777880/23777/1 (TF):040-23777879 bobalanagar@nsic.co.in
68.	National Small Industries Corporation Limited, Branch Office, Ist Floor, Plot No.49, Main Road, Guru Nanak Colony, Vijayawada – 520 008 (Andhra Pradesh) Tel: 0866-2541055, Telfax: 0866-2545055 Email: bovijayawada@nsic.co.in
69.	National Small Industries Corporation Limited, Branch Office, D.No.6-67-27/2/3, Opposite of Gajuwaka Police Station Main Gate, Sramika Nagar, Gajuwaka, Visakhapatnam – 530026 Telfax: 0891-2768554 Email: visakhapatnam@nsic.co.in
70.	National Small Industries Corporation Limited, Branch Office, # 1, N.S. Tower, Vaishnavi Nagar, Bye Pass Road, Hosur – 635 109, Dist. Krishnagiri (Tamilnadu) Tel: 04344-267092, Fax: 04344-267093 Email: hosur@nsic.co.in

71.		National Small Industries Corporation Limited, Sub Branch, 70 B, Sipcot Industrial Complex, Near Hamsa Nursing Home, Ranipet-632403 (Tamilnadu)
72.		National Small Industries Corporation Limited, Branch Office, S – 67 GDCA Complex, Marine Drive Ernakulum, Kochi, Cochin – 682031 (Kerala) Tel: 0484-2381850/2368149, Fax: 0484-2380155 Email: bococh@nsic.co.in
73.		National Small Industries Corporation Limited, Sub Branch C/o MSMDI, Kanjani Road, Trichur (Kerala)
74.		National Small Industries Corporation Limited, Sub Branch, C/o District Industries Centre, Behind Civil Lines, Distt. Palakkad – 678 001 (Kerala)
75.		National Small Industries Corporation Limited, Sub Branch, XIV/105A, Kottayam Municipal Industrial Estate, Kodimatha, Kottayam, Kerala
76.		National Small Industries Corporation Limited, Sub Branch, C/o District Industries Centre, Water Works Compound, Vellayambalam, Trivendrum-695033 (Kerala)
77.	Zonal Office (East & North East)	National Small Industries Corporation Limited, Zonal Office, North East Bye Lane No.3, Industrial Estate Bamunimaidan, Guwahati- 781021 (Assam) Tel: 0361- 2657952 Res. 2730219, Fax: 0361-2558948 Email: rogwh@nsic.co.in
78.		National Small Industries Corporation Limited, Branch Office, 20-B, Abdul Hamid Street. (7 th Floor) Kolkata-700069, (West Bental) Tel. : 033-2213-7084/2248-8288, Fax : 033-2248-7359 Email : bocal@nsic.co.in

79.	National Small Industries Corporation Limited, Sub Branch, Dhulagarh Truck Terminal, Godown No.45, Dhulagarh, P.S. Sankrail, Howrah (West Bengal) Telefax: 033-26792016
80.	National Small Industries Corporation Limited, Sub Branch, C/o Howrah Chamber of Commerce & Industry, Liluah, Howrah – 711 204 (West Bengal)
81.	National Small Industries Corporation Limited Sub Branch 35/4, Ichapur Road, Kadamtala, Howrah – 711 104
82.	National Small Industries Corporation Limited Branch Office Branch Office, AA-177, Salt Lake City, Sector-I, Kolkata-700 064 Tel: 033-23211471, Telefax:033-23212416 Email: bosaltlake@nsic.co.in
83.	National Small Industries Corporation Limited Branch Office, Siliguri Industrial Estate Development Association, Siliguri Industrial Estate, Plot No.33, 2nd Mile, Sevoke Road, Siliguri – 734001 (West Bengal) Tel: 0353-2540218 Email: bosiliguri@nsic.co.in
84.	National Small Industries Corporation Limited Branch Office 1st Floor, DIC Campus, Rasulgarh Industrial Estate, Bhubaneswar – 751 010 (Orissa) Tel: 0674-2548875, 6510189 Fax: 0674-2549780,
85.	National Small Industries Corporation Limited Sub Branch Link Road, Cuttack, -753012 (Orissa) Tel:0671-2312083/2312875, Fax: 0671-2312875 Email: bocuttack@nsic.co.in

86.	National Small Industries Corporation Limited Branch Office Plot no.JJJ-16, Civil Township, Rourkela -769004 Dist Sundargarh (Orissa) Tel. 0661-2665059, Fax: 0661-2664559 Email: rourkela@nsic.co.in , borourkela@gmail.com
87.	National Small Industries Corporation Limited Branch Office 104, Ist Floor, Manna-Surti Complex, Doctor's Colony, Kankarbagh, Patna 800 020 (Bihar) Tel: 0612-2354222,3212403 Telefax: 0612-2354222 Email: bopatna@nsic.co.in , patnansic@gmail.com
88.	National Small Industries Corporation Limited Branch Office 4/7, Central Park, Doctor's Colony, City Centre, Durgapur – 713 216 Ph: 0343-2542165, Telefax: 0343- 2549975 Email: bodurgapur@nsic.co.in
89.	National Small Industries Corporation Limited Branch Office Vikash Bhawan Complex, Adityapur, Jamshedpur-831013 (Jharkhand) Tel: 0657-3294051, Telefax No.0657-2371299 Email: bojms@nsic.co.in
90.	National Small Industries Corporation Limited Branch Office, Udyog Bhawan, Kokar Industrial Area, Ranchi - 834001 (Jharkhand) Telfax: 0651-2543921 Email: boranchi@nsic.co.in , nsic.ranchi@gmail.com
91.	National Small Industries Corporation Limited Sub Branch, By-Pass Road Chas, Bokaro (Jharkhand) Email: nabasis@rediffmail.com

92.	National Small Industries Corporation Limited Branch Office New Market, "HUDCO Tower, 15N, Nellie Sengupta Sarani (Lindsay Street) 2nd Floor, Room No.2/1, Kolkata-700 087 Phone: 033-22522232/2252, Telefax-33-22522319 E-mail nsicnewmarket@gmail.com, newmkt_kolkata@nsic.co.in
93.	National Small Industries Corporation Limited Branch Office, Bye Lane No.3, Industrial Estate, Bamunimaidam, Guwahati- 781021 (Assam) Tel: 0361- 2657952 Res. 2730219, Fax: 0361-2558948 Email: rogwh@nsic.co.in
94.	National Small Industries Corporation Limited Branch Office Bye Lane No.3, Industrial Estate, Bamunimaidam, Guwahati- 781021 (Assam) Tel: 0361-2657947, Fax: 0361-2657948 Email: rogwh@nsic.co.in
95.	National Small Industries Corporation Limited Sub Branch EDI Complex, SOFED, Opposite of ITI., Indra Nagar, Agartala –799 006 (Tripura) Tel: 0381-2351374
96.	National Small Industries Corporation Limited Sub Branch Uripok Achom Leikai, Imphal-795 001 (Manipur) Telfax: 0385-2414270

97.		National Small Industries Corporation Limited Sub Branch MIDC Complex, “Kismat”, Upland Road, Laitumkhrah Shillong –793 003 (Meghalaya)
98.		National Small Industries Corporation Limited Sub Branch, C/o Directorate of Industries, Khatla, Aizawal – 796 001 (Mizoram) Contact No. 08575091069
99.	Zonal Office (West)	National Small Industries Corporation Limited Zonal Office (West) 3 rd Floor, R&C Limited Building, Sir J.J. Road, Bycurla Mumbai - 400008, (Maharashtra) Tel: 022-23738275, Fax :022-23733742 Email: zgmwest@nsic.co.in
100.		National Small Industries Corporation Limited Branch Office Ist Floor, Prestige Chambers, Kalyan Street, Masjid (E), Mumbai - 400009, (Maharashtra) Tel: 23740268 23740272, 23740116, Telefax: 022-23741989 Email: bomum@nsic.co.in , bomumact@nsic.co.in
101.		National Small Industries Corporation Limited Sub Branch, C/o TSSIA House,P lot No.26, Road No.16, Wagle Industrial Estate, Thane (W) 400 064 Tel: 022-25802244 Email: nbdeothane@nsic.co.in
102.		National Small Industries Corporation Limited Sub Branch (NALCO Product) 42/57, Indian Oil Corporation Compound, Mankoli Naka, Bhiwandi, Dist: Thane (Maharashtra)
103.		National Small Industries Corporation Limited Sub Branch (Zinc Product) C/o Central Warehousing Corporation, Near Ranoli Flyover, Bridge, Karachiyya, Vadodara-391350, Telfx: 0265-2241430, Email: brd.hzldp@vedanta.co.in

104.	National Small Industries Corporation Limited Sub Branch (Zinc Product) N-14/2, Tarapur Indl. Estate, MIDC, Taluka Boisar, Kumbhavali, Tarapur, Dist. Thane (Maharashtra) Tel: 02525-653041, Telefax: 02525-270200 Email: trp.hzlp@vedanta.co.in
105.	National Small Industries Corporation Limited Branch Office 403, Wing B, Sagar Tech Plaza, Sakinaka, Andheri Kurla Road, Andheri (East), Mumbai - 400072, (Maharashtra) Tel: 022- 28582020, 2850 9915 / 16, 3226 5918, Fax : 022 28509917 Email: boandheri@nsic.co.in
106.	National Small Industries Corporation Limited Sub Branch, Survey No.68/1, Varangade Village, Boisar Chillar Road, Boisar (W) Tel: 02525-653041,
107.	National Small Industries Corporation Limited Sub Branch , C/o Gowalis Industrial Association, 101-103, Indira Udyog Bhawan, Golani Complex, Waliv, Vasai (E) – 401 208
108.	National Small Industries Corporation Limited Branch Office NDTA Complex, Block 9, 2nd Floor Opposite of Liberty Cinema, Residence Road, Sadar, Nagpur- 440001 (Maharashtra) Tel: 0712-2543254, 2552023, Fax: 0712-2543255 Email: bonagpur@nsic.co.in
109.	National Small Industries Corporation Limited Branch Office C/o MSMEDI, Shankarshet Road, Swargate, Near PMT Workshop, Janki Hall Compound, Pune-411037 (Maharashtra) Tel: 020-24497303, Telefax:020-24440546 Email: bopune@nsic.co.in

110.	National Small Industries Corporation Limited Sub Branch C/o District Industries Centre, Udyog Bhavan, Near District Collector Office, Kolhapur-416012
111.	National Small Industries Corporation Limited Branch Office C/o MASSIA, P-15, MIDC, Waluj, More Chowk, Aurangabad – 431136 (Maharashtra), Tel: 0240-2552300, Fax:0240-2563799 Email: boaurangabad@nsic.co.in
112.	National Small Industries Corporation Limited Branch Office 204, IInd Floor, Block-A, Crystal Arcade, Near Lodhipara Chowk, Shankar Nagar, Raipur – 492 007 (Chattisgarh), Tel: 0771-4035388, 6006070 email: boraipur@nsic.co.in
113.	National Small Industries Corporation Limited Sub Branch (NALCO Product) Survey No.80/4, Dayat Falia Road, Amli, Silvassa-396 230, U.T. of Dadra & Nagar Haveli) Telefax: 0260-2641436
114.	National Small Industries Corporation Limited Branch Office Shriji Complex, 4 th floor, Near Manoshanthi Hotel, Dr. Dada Vaidhya Road, Panaji – 403 001(Goa) Telefax : 0832-2220540 Email: bogoa@nsic.co.in
115.	National Small Industries Corporation Limited Branch Office Galla No 13 , 3rd Floor, Udyog Bhawan , MIDC , Satpur, Nasik -422007 Tel: 0252-2365059, Telefax – 0253-2365061 Email: bonasik@nsic.co.in

116.	Zonal Office (Central)	National Small Industries Corporation Limited Zonal Office (Central) 202, 203, Samruddh Building, Opposite of Gujarat High Court, Ahmedabad – 380014, (Gujarat) Tel. :079-27543228/27544893/27544254, Fax : 079-27540159 Email: zgmcentral@nsic.co.in
117.		National Small Industries Corporation Limited Branch Office 202, 203, Samruddh Building Opp. Gujarat High Court, Ahmedabad – 380014, (Gujarat) Tel. :079-27543228/27544893/27544254, Fax : 079-27540159 Email: boamd@nsic.co.in
118.		National Small Industries Corporation Limited Branch Office 404, Rajhans Building, Opposite of J.K. Tower, Ring Road, Surat – 395 002 (Gujarat) Phone-0261-2345733, Fax-0261-4039735 Email: surat@nsic.co.in
119.		National Small Industries Corporation Limited Branch Office 10, Pologround, Industrial Estate, Indore (Madhya Pradesh) – 452015 Tel- 0731- 2424408 - 2424409 – 2421566, Fax - 0731- 2421566 Email: boindore@nsic.co.in
120.		National Small Industries Corporation Limited Sub Branch, C/o District Trade & Industries Centre, University Chauraha, City Centre, Gwalior, Madhya Pradesh
121.		National Small Industries Corporation Limited Branch Office 110, Malviya Nagar, Ist Floor, Bhopal-462003, (Madhya Pradesh) Tel: 0755-2766205, 4295152, 2766205, Telefax : 0755-2553183 Email: bobpl@nsic.co.in

122.		National Small Industries Corporation Limited Branch Office 105-106, Hotel Viraj Building, Opposite of Gurudev Commercial Complex, Off Sayli Road, Silvassa – 396 230, (UT of Dadar, Nagar & Haveli) Tel: 0260- 2640272, 6534514, Fax: 0260-2640272, Email: bosilvassa@nsic.co.in
123.	Default Management Recovery Branch	National Small Industries Corporation Limited, Default Management Recovery Branch, C-41, Sector-58, Noida. Tel-0120-4546197, Telefax-0120-4546198 Email: dmrbnoida@nsic.co.in
124.		National Small Industries Corporation Limited, Default Management Recovery Branch, P-104, Khairane MIDC, TTC Industrial Area, Koparkhairane, Navi Mumbai- 400 709, (Maharashtra) Tel: 022- 27620865, Telefax: 022-27634969 Email: dmrbmumbai@nsic.co.in
125.		National Small Industries Corporation Limited, Default Management Recovery Branch, 202, 203, Samruddh Building, Opposite of Gujarat High Court, Ahmedabad – 380014, (Gujarat) Tel. :079-27543228/27544893/27544254, Fax : 079-27540159 Email: boamd@nsic.co.in
126.	NSIC Technical Services Centre	NSIC Technical Services Centre Sector B-24, Guindy Industrial Estate, Ekkaduthangal PO, Chennai 600032 (Tamilnadu) Tel: 044-22252335/6/7, Fax: 044-22254500, Email: ntscche@nsic.co.in
127.		NSIC Technical Services Centre P.O. Balitikuri Distt Howrah 711 113 (West Bengal) Tel: 033-26530304/26532962/26534280 Fax: 033-26531314 Email: ntschow@nsic.co.in
128.		NSIC Technical Services Centre Kushaiguda, Kamalanagar, ECIL (P.O.), Hyderabad-500062 (Telengana) Tel: 040-27121422, 27126646, 27134025, 27124597, Fax: 040-27122303 Email: ntschy@nsic.co.in

129.	NSIC Technical Services Centre Okhla Industrial Estate, New Delhi 110020 Tel: 011-26826801, 26826847, 26826846 Fax: 011-26826783 Email: ntscok@nsic.co.in
130.	NSIC Technical Services Centre Bhav Nagar Road, Aji Industrial Area, Rajkot -360 003 (Gujarat) Tel: 0281- 2387396/97/98, 2387613, Fax: 0281-2387729 Email: ntscraj@nsic.co.in
131.	NSIC Technical Services Centre D-82 / 83, Focal Point, Old QME Building Rajpura 140 401, (Punjab) Tel: 09115005601-609 Fax : 01762-232669, Email: ntsec.rjp@nsic.co.in
132.	NSIC Technical Services Centre A-1 Industrial Estate, Aligarh 202 001 (Uttar Pradesh) Tel: 0571-2403552, 2400364, Telefax: 0571-2403552 Email: ntsecalig@nsic.co.in
133.	NSIC Computer Training Centre, C-15, 2nd floor, Above Ganapati Hospital, Near Tulsi Petrol Pump, Bhagwan Talkies, N.H.-2, Bye Pass Road, Agra-282002 (UP) Tel/Fax: 0562-4040196, Mob: 09456276705 Email: ctcagra@nsic.co.in
134.	NSIC Training Centre 1714/663, Village – Halel, P.O. Kanaid, Tehsil – Sundernagar, Distt - Mandi Himachal Pradesh – 175 010 Tel: 09816360071, Email: nsickanaid.mandi@gmail.com
135.	NSIC Training Centre, Rani Ratna Kumari Educational and Welfare Society Building, Near NAC, Jubbal, Distt. Shimla, Himachal Pradesh-171205 Tel: 01781-252200, Email: nsic.jubbal@gmail.com
136.	National Small Industries Corporation Limited, Default Management Recovery Branch, STP Building, Sector B-24, Guindy Industrial Estate, Ekkaduthangal PO, Chennai 600032 (Tamilnadu) Tel: 044-22250444, 22250445 Telfax : 044-22250343

137.	Exhibition cum Marketing Development Business Park Module No.207, EMDBP Building, ECIL P.O. Kamalanagar, Kusaiguda, Hyderabad-500062 (Andhra Pradesh) Tel: 040-27141422, 27125802 Fax: 040-27141411 Email: emdbphyd@nsic.co.in
138.	NSIC Training cum Incubation Centre Plot No.18, Sonda Mauza, Deoria – 274 001 (U.P.)
[F.No. 9(6)/2012-SME] SANJEEV KUMAR, Dy. Director	

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(खाद्य और सार्वजनिक वितरण विभाग)

नई दिल्ली, 28 अप्रैल, 2016

का.आ.866.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के नियम उप नियम (4) के अनुसरण में उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय (खाद्य और सार्वजनिक वितरण विभाग) के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालय, निजके 80 प्रतिशत से अधिक कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को राजपत्र में अधिसूचित करती है –

1. भारतीय खाद्य निगम, क्षेत्रीय कार्यालय, कोलकाता
2. केन्द्रीय भांडागार, सी-9, एमआईडीसी एरिया अम्बड-1 (नाशिक)- 422010
3. केन्द्रीय भांडागार, मार्केट यार्ड, सांगली – 416416

[सं. ई-11011/1/2008-हिन्दी]

टी. के. मनोज कुमार, संयुक्त सचिव

**MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION
(Department of Food and Public Distribution)**

New Delhi, the 28th April, 2016

S.O.866.—In pursuance of Sub-rule (4) of rule 10 of the Official Language (use for official purpose of the Union) Rules, 1976 the Central Government hereby notifies the following offices under the administrative control of the Ministry of Consumer Affairs, Food and Public Distribution (Deptt. of Food and Public Distribution), where of more than 80% of staff have acquired the working knowledge of Hindi :

1. Food Corporation of India, Regional Office, Kolkata
2. Central Warehouse, C-9, MIDC Area, Ambad-I (Nashik) – 422010
3. Central Warehouse, Market Yard, Sangli – 416416

[No. E-11011/1/2008-Hindi]

T. K. MANOJ KUMAR, Jt. Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

नई, दिल्ली, 5 मई, 2016

का.आ. 867.—स्वास्थ्य और परिवार कल्याण मंत्रालय के निम्नलिखित कार्यालय को, जिसमें 80 प्रतिशत से अधिक अधिकारियों/कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, केन्द्रीय सरकार, राजभाषा (संघ की शासकीय प्रयोजन के लिए प्रयोग) नियमावली, 1976 के नियम 10 के उपनियम (4) के तहत उसे अधिसूचित करती है।

[सं.ई-11012/8/2014-हिंदी-II]

वंदना गुरनानी, संयुक्त सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

New Delhi, the 5th May, 2016

S.O.867.—In pursuance of Sub-rule 10 of the Official Language (use for official purpose of the Union) Rule 1976, the Central Government hereby notifies the following office of Ministry of Health and Family Welfare, whose 80 percent staff have acquired working knowledge of Hindi.

1. Office of the Regional Health and Family Welfare, Kolkata.

[No. E-11012/8/2014-Hindi-II]

VANDANA GURNANI, Jt. Secy.

कोयला मंत्रालय

नई दिल्ली, 12 मई, 2016

का.आ.868.— केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास), अधिनियम 1957 (1957 का 20), (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) के अधीन भारत सरकार में कोयला मंत्रालय द्वारा जारी की गई अधिसूचना, संख्यांक का.आ. 121, तारीख 13 जनवरी, 2015, जो भारत के राजपत्र, भाग II, खण्ड 3, उप-खण्ड (ii), तारीख 17 जनवरी, 2015 में प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका माप 13.79 हेक्टेयर (लगभग) या 34.05 एकड़ (लगभग) है, कोयले का पूर्वोक्षण करने के अपने आशय की नोटिस दी थी;

और केन्द्रीय सरकार का यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट की गई उक्त भूमि के भाग में कोयला अभिप्राप्य है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उससे संलग्न अनुसूची में वर्णित 13.79 हेक्टेयर (लगभग) या 34.05 एकड़ (लगभग) माप की भूमि और सभी अधिकार का अर्जन करने के अपने आशय की नोटिस देती है।

टिप्पण 1: इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक संख्या ईसीएल/ आरजीओएम/जीएम (आई/सी)/पीसीडीएण्डई/सीबीए/56, तारीख 16 जून, 2015 को उपायुक्त, जिला गोड्डा(झारखंड) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता – 700001 के कार्यालय में या निदेशक तकनीकी (संचालन), ईस्टर्न कोलफील्ड्स लिमिटेड, सांकतोड़िया, डाकघर - दिशेरगढ़, जिला- बर्द्धवान- 713 333 (पश्चिमी बंगाल) के कार्यालय में किया जा सकता है।

टिप्पण 2: उक्त अधिनियम की धारा 8 की उपबंधों की ओर ध्यान आकृष्ट किया जाता है जो निम्नलिखित उपलब्ध है –
अर्जन की बाबत आपत्तियाँ:-

“8 (1) कोई व्यक्ति जो किसी भूमि में जिसकी बाबत धारा 7(1) के अधीन अधिसूचना निकाली गयी है, हितबद्ध है, अधिसूचना के निकाले जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन के लिए जाने के बारे में आक्षेप कर सकेगा।

स्पष्टीकरण:- (1) इस धारा के अंतर्गत यह आपत्ति नहीं मानी जायेगी, कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन संक्रियाएँ करना चाहता है और ऐसी संक्रियाएँ केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।

(2) उप-धारा (1) के अधीन प्रत्येक आपत्ति सक्षम अधिकारी को लिखित रूप में की जाएगी और सक्षम अधिकारी को या आपत्तिकर्ता को स्वयं सुने जाने विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात और ऐसी अतिरिक्त जाँच यदि कोई हो, करने के पश्चात जो वह आवश्यक समझता है, वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

(3) इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार होता यदि भूमि या किसी ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते हैं।”

टिप्पण 3 : केन्द्रीय सरकार ने कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता – 700001 को, उक्त अधिनियम की धारा 3 के अधीन, जो भारत के राजपत्र, भाग II, खंड 3, उप-खंड (ii) में प्रकाशित, का. आ. सं. 2520, तारीख 11 जून, 1983 द्वारा सक्षम प्राधिकारी नियुक्त किया है।

अनुसूची

ललमटिया कोल खनन ब्लॉक (चरण- X)

जिला- गोड्डा (झारखण्ड)

(रेखांक संख्या ईसीएल/ आरजीओएम/जीएम(आई/सी)/पीसीडीएण्डई/सीबीए/56, तारीख 16 जून, 2015)

सभी अधिकार:

क्रम सं.	मौजा/ग्राम	थाना	ग्राम संख्या	जिला	क्षेत्र हेक्टेयर में (लगभग)	क्षेत्र एकड़ में (लगभग)	टिप्पणियां
1.	डकैता	ललमटिया	44	गोड्डा	13.79	34.05	भाग
कुल क्षेत्र:					13.79	34.05	

मौजा डकैता न. 44 के अर्जित किए जाने वाले प्लॉट संख्याक : 226, 227, 228, 229, 230, 231, 232, 233, 235, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 528, 531, 532, 534, 619, 620, 621, 622, 623 और 624.

सीमा वर्णन :

- क1—क2 रेखा, मौजा डकैता संख्याक 44 और मौजा लोहण्डिया संख्याक 45 के पूर्वी सम्मिलित पर स्थित बिन्दु 'क1' से आरंभ होती है और मौजा डकैता संख्याक 44 का प्लॉट संख्याक 227, 226, 233, 235 की उत्तरी सीमा और प्लॉट संख्याक 235 की पश्चिमी एवं उत्तरी सीमा से गुजरती हुई पुनः 451 की उत्तरी सीमा से होते हुए मौजा डकैता संख्याक 44 का प्लॉट संख्याक 451 के उत्तर—पश्चिमी कोना पर स्थित बिन्दु 'क2' पर मिलती है।
- क2—क3 रेखा, मौजा डकैता संख्याक 44 का प्लॉट संख्याक 451 के उत्तर—पश्चिमी कोना पर स्थित 'क2' बिन्दु से शुरू होकर मौजा डकैता संख्याक 44 का प्लॉट संख्याक 451 का पश्चिमी सीमा, प्लॉट संख्याक 453 और 454 के उत्तरी सीमा तथा प्लॉट संख्याक 454, 455, 522, 528, 520, 519, 518, 517, 516 और 531 की पश्चिमी सीमा से गुजरती हुई मौजा डकैता संख्या 44 का खसरा संख्याक 531 के दक्षिण—पश्चिमी कोना पर स्थित बिन्दु 'क3' पर मिलती है।
- क3—क4 रेखा, मौजा डकैता संख्याक 44 का प्लॉट संख्याक 531 के दक्षिणी—पश्चिमी कोना पर स्थित 'क3' बिन्दु से शुरू होकर प्लॉट संख्याक 531, 532 की दक्षिणी सीमा से गुजरती हुई मौजा डकैता संख्याक 44 का प्लॉट संख्याक 532 के दक्षिण सीमा पर स्थित बिन्दु 'क4' पर मिलती है।

- क4—क5 रेखा, मौजा डकैता संख्याक 44 का प्लॉट संख्याक 532 के दक्षिणी सीमा पर स्थित 'क4' बिन्दु से शुरू होकर प्लॉट संख्याक 534 के पश्चिमी सीमा और प्लॉट संख्याक 619 की उत्तरी सीमा से गुजरते हुए मौजा डकैता संख्याक 44 का प्लॉट संख्याक 619 के दक्षिण-पश्चिमी कोना पर स्थित बिन्दु 'क5' पर मिलती है ।
- क5—क6 रेखा, मौजा डकैता संख्याक 44 का प्लॉट संख्याक 619 के उत्तरी-पश्चिमी कोना पर स्थित 'क5' बिन्दु से शुरू होकर प्लॉट संख्याक 619, 622 और 623 के पश्चिमी सीमा से गुजरते हुए मौजा डकैता संख्याक 44 का प्लॉट संख्याक 623 के दक्षिण-पश्चिमी कोना पर स्थित बिन्दु 'क6' पर मिलती है ।
- क6—क7 रेखा, मौजा डकैता संख्याक 44 का प्लॉट संख्याक 624 के दक्षिणी-पश्चिमी कोना पर स्थित 'क6' बिन्दु से शुरू होकर प्लॉट संख्याक 624 के उत्तरी सीमा से गुजरते हुए मौजा डकैता संख्याक 44 का प्लॉट संख्याक 624 के उत्तरी-पश्चिमी सीमा पर स्थित बिन्दु 'क7' पर मिलती है ।
- क7—क8 रेखा, मौजा डकैता संख्याक 44 का प्लॉट संख्याक 624 के उत्तरी-पश्चिमी सीमा पर स्थित 'क7' बिन्दु से शुरू होकर मौजा डकैता संख्याक 44 एवं मौजा ललमटिया संख्याक 43 के सम्मिलित सीमा तथा मौजा डकैता संख्याक 44 के प्लॉट संख्याक 624 के पश्चिमी सीमा से गुजरते हुए मौजा डकैता संख्याक 44 एवं मौजा ललमटिया संख्याक 43 के सम्मिलित सीमा पर स्थित मौजा डकैता संख्याक 44 का प्लॉट संख्याक 624 के दक्षिणी-पश्चिमी सीमा पर स्थित बिन्दु 'क8' पर मिलती है ।
- क8—क9 रेखा, मौजा डकैता संख्याक 44 का प्लॉट संख्याक 624 के दक्षिणी-पश्चिमी सीमा पर स्थित 'क8' बिन्दु से शुरू होकर मौजा डकैता संख्याक 44 के प्लॉट संख्याक 624 के दक्षिणी सीमा से गुजरते हुए मौजा डकैता संख्याक 44 की सीमा पर स्थित प्लॉट संख्याक 624 का दक्षिणी-पूर्वी कोना पर स्थित बिन्दु 'क9' पर मिलती है ।
- क9—क1 रेखा, मौजा डकैता संख्याक 44 के सीमा पर स्थित प्लॉट संख्याक 624 के दक्षिणी-पूर्वी कोना पर स्थित 'क9' बिन्दु से शुरू होकर मौजा डकैता संख्याक 44 एवं मौजा लोहणिडया संख्याक 45 के पूर्वी सम्मिलित सीमा से गुजरती हुई, मौजा डकैता संख्याक 44 और मौजा लोहणिडया संख्याक 45 के पूर्वी सम्मिलित सीमा पर स्थित बिन्दु 'क1' पर मिलती है ।

[फा.सं. 43015/14/2014—पीआरआईडब्ल्यू-1]

सुजीत कुमार, अवर सचिव

MINISTRY OF COALNew Delhi, the 12th May, 2016

S.O.868.— Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 121, dated the 13th January, 2015 issued under Sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said act), and published in the Gazette of India Part II, Section 3, Sub-section (ii), dated the 17th January, 2015, the Central Government gave notice of its intention to prospect for coal in 13.79 hectares (approximately) or 34.05 acres (approximately) of the lands in the locality specified in the Schedule annexed to that notification;

And whereas, the Central Government is satisfied that coal is obtainable in a part of the said lands prescribed in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section(1) of section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the land measuring 13.79 hectares (approximately) or 34.05 acres (approximately) and all rights in or over the said Schedule appended hereto.

Note 1: The plan bearing number ECL/ RGOM/ GM(I/C)/ PCD&E/ CBA /56, dated the 16th June, 2015, the area covered by this notification may be inspected in the office of the Deputy Commissioner, District Godda (Jharkhand) or in the office of the Coal controller, 1, Council House Street, Kolkata – 700 001 or in the office of the Director Technical (Operation), Eastern Coalfields Limited, Sanctoria , Post Office Dishergarh, District Burdwan-713 333 (West Bengal).

Note 2: Attention is hereby invited to the provisions of Section 8 of the said Act which provided as follows:-

Objection to acquisition.-

“8 (1) Any person interested in any land in respect of which a notification under Section 7(1) has been issued, may within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or any rights in or over the land.

Explanation.- (1) It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operations in the land for the production of coal and that such operations should not be undertaken by the Central Government or by any other person.

(2) Every objection under sub-section (1) shall be made to the competent authority in writing, and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further inquiry, if any, as he thinks necessary, either make a report in respect of the land which has been notified under sub-section (1) of Section 7 or of rights in or over such land, or make different reports in respect of different parcels or such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of the proceedings held by him, the decision of that Government.

(3) For the purposes of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act.”

Note3: The Coal Controller, 1, Council House Street, Kolkata -700001 has been appointed by the Central Government as the competent authority under section 3 of the said Act, vide notification number S.O. 2520, dated the 11th June, 1983 published in part II, section 3, sub-section (ii) of the Gazette of India.

SCHEDULE

Lalmatia Coal Mining Block (Phase – X)

District - Godda (Jharkhand)

(Plan bearing number ECL/RGOM/GM(I/C)/PCD&E/CBA/56, dated the 16th June,2015)

All Rights:

Sl. No.	Mouza / Village	Thana	Village number	District	Area in hectares (approxim-ately)	Area in acres (approxim-ately)	Remarks
1.	Dakaita	Lalmatia	44	Godda	13.79	34.05	Part
Total Area:					13.79	34.05	

Plot numbers to be acquired in Mouza Dakaita No. 44 : 226, 227, 228, 229, 230, 231, 232, 233, 235, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 528, 531, 532, 534, 619, 620, 621, 622, 623 and 624.

Boundary Description:

- A1 – A2: Line starts from point number A1 situated on eastern common mouza boundary of Dakaita number 44 and Lohandia number 45, passes along northern boundary of plot number 227,226,233 and 235 of mouza Dakaita, western and northern boundary of plot number 235, again passes along northern boundary of plot number 451 and meets at point number A2 situated at north western corner of plot number 451 of mouza Dakaita number 44.
- A2 – A3: Line starts from point number A2, situated on north western corner of plot number 451 of mouza Dakaita number 44, passes along western boundary of plot number 451 of mouza Dakaita number 44, northern boundary of plot number 453 and 454, western boundary of plot number 454, 455, 522, 528, 520, 519, 518, 517, 516, 531 and meets at point number A3 situated at south western corner of plot number 531 of mouza Dakaita number 44.
- A3 – A4: Line starts from point number A3, situated at south western corner of plot number 531 of mouza Dakaita number 44, passes along southern boundary of plot number 531 and 532, and meets at point number A4 situated at southern boundary of plot number 532 of mouza Dakaita number 44.
- A4 – A5: Line starts at point number A4 situated at southern boundary of plot number 532 of mouza Dakaita number 44, passes along western boundary of plot number 534, northern boundary of plot number 619 and meets at point number A5 situated at north-western corner of plot number 619 of mouza Dakaita number 44.
- A5 – A6: Line starts from point number A5 situated at north-western corner of plot number 619 of mouza Dakaita number 44, passes along western boundary of plot number 619, 622 and 623 and meets at point number A6 situated at south-western corner of plot number 623 of mouza Dakaita number 44.
- A6 – A7: Line starts from point number A6 situated at south-western corner of plot number 623 of mouza Dakaita number 44, passes along northern boundary of plot number 624 and meets at point number A7 situated on north-western boundary of plot number 624 of mouza Dakaita number 44.
- A7 – A8: Line starts from point number A7 situated on north-western boundary of plot number 624 of mouza Dakaita number 44, passes along common mouza boundary of Lalmatia number 43 and Dakaita number 44, and western boundary of plot number 624 and meets at point number A8 situated on south-western boundary of plot number 624 of mouza Dakaita number 44, on common mouza boundary of mouza Dakaita number 44 and Lalmatia number 43.
- A8 – A9: Line starts from point number A8 situated on south-western boundary of plot number 624 of mouza Dakaita number 44, on common mouza boundary of mouza Dakaita number 44 and Lalmatia number 43, passes along southern boundary of plot number 624 of mouza Dakaita number 44 and meets at point number A9 situated at south-eastern corner of plot number 624 on mouza boundary of Dakaita number 44.
- A9 – A1: Line starts from point number A9 situated at south-eastern corner of plot number 624 on mouza boundary of Dakaita number 44, passes along eastern common mouza boundary of Dakaita number 44 and Lohandia number 45 and meets at point number A1 situated on eastern common mouza boundary of Dakaita number 44 and Lohandia number 45.

[F.No. 43015/14/2014/PRIW-I]

SUJEET KUMAR, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 28 अप्रैल, 2016

का.आ. 869.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार रीजनल रिसर्च सेंटर, रबर बोर्ड, कन्नूर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, एर्नाकुलम के पंचाट (संदर्भ सं. 23/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27.04.2016 को प्राप्त हुआ था।

[सं. एल-42012/79/2015-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 28th April, 2016

S.O. 869.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (ID No. 23/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Regional Research Centre, Rubber Board, Kannur and their workmen, which was received by the Central Government on 27.04.2016.

[No. L-42012/79/2015-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
ERNAKULAM****Present:** Shri.K. Sasidharan, B.Sc., LLB, Presiding Officer(Friday the 08th day of April, 2016/19th Chaitra, 1938)**ID 23/2015**

Workmen	:	Shri Venu & 22 others, Kattadathu House, Padiyur P.O., KANNUR Distt. – 670703.
Management	:	The Chairman, Regional Research Centre, Rubber Board, Padiyoor, KANNUR Distt. – 670703.

By Adv. Shri. Binu Mathew

This case coming up for final hearing on 08.04.2016 and this Tribunal-cum-Labour Court on the same day passed the following:

A W A R D

In exercise of the powers conferred by clause (d) of sub-section(1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (Act 14 of 1947) the Central Government referred the following dispute before this Tribunal for adjudication.

2. The dispute is:

“Whether the action of the management of Regional Rubber Research Station of Rubber Board in making Shri Venu. K and 22 others to continue as permanent casual workers and not giving the scale of pay of permanent workers is justified? If not to what relief they are entitled?”

3. After receipt of the reference order No.L-42012/79/2015-IR(DU) dated 05.05.2015, issued by the Ministry of Labour, Government of India, summons was issued to the parties to appear and answer all material questions relating to the dispute and to produce documents to substantiate their respective contentions. On receipt of the summons the management entered appearance through counsel. As per the reference order the address of the workman involved in this reference is as follows:

**“Shri Venu & 22 others,
Kattadathu House, Padiyur P. O.,
KANNUR Distt. – 670703.”**

4. Summons was served on workman No.1 on two occasions. He remained absent and there was no representation on his behalf. No document is available before this Tribunal to ascertain the name and address of the remaining workmen involved in this reference. Since summons was served on the available address of the workman involved in this reference on two occasions and he remained absent, and that there was no representation on his behalf, the workman was called absent and set ex-parte. The workmen involved in this reference failed to appear before this tribunal even after the receipt of summons on two occasions. Therefore it is seen that the workmen have no interest in proceeding with this reference. Hence it is held that there is no subsisting dispute to be adjudicated as per the reference order.

5. In the result an award is passed holding that there is no subsisting dispute to be adjudicated as per the reference order by this Tribunal.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 08th day of April, 2016.

SASIDHARAN K., Presiding Officer

APPENDIX-NIL

नई दिल्ली, 28 अप्रैल, 2016

का.आ.870.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एचएलएल लाईफकेयर लिमिटेड के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, एर्नाकुलम के पंचाट (संदर्भ सं. 10/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27.04.2016 को प्राप्त हुआ था।

[सं. एल-42011/157/2013-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 28th April, 2016

S.O. 870.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (ID No. 10/2014) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of HLL Lifecare Limited and their workmen, which was received by the Central Government on 27.04.2016.

[No. L-42011/157/2013-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

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

Present: Shri.K. Sasidharan, B.Sc., LLB, Presiding Officer

(Tuesday the 19th day of April, 2016/30th Chaitra, 1938)

ID 10/2014

Union : The Working President,
Hindustan Latex Employees Congress (INTUC),

C/o HLL Lifecare Limited,
Akkulam Factory,
Sreekaryam-PO,
Trivandrum – 695017.

By Adv. Shri. M. S. Vijayachandra Babu

Management :

The Unit Chief,
HLL Lifecare Limited,
Akkulam Factory,
Sreekaryam-PO,
Trivandrum – 695017.

By Adv. Shri. Ajith. S. Nair

This case coming up for final hearing on 19.04.2016 and this Tribunal-cum-Labour Court on the same day passed the following:

AWARD

In exercise of the power conferred by clause (d) of sub-section(1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (Act 14 of 1947) the Central Government referred the following dispute before this Tribunal for adjudication.

2. The dispute is:

‘Whether the action of issuing warning to Shri K. Nizar Ahammed by the management HH Life Care Limited vide their letter Nos.(1)HLL/AFT/HR/Disc(5)2012/0519 dated 08-05-2012 (Annexure-D-5) and (2) HLL/AFT/HR/2013/0696 dated 15.5.2013 (Annexure-D-11) can be said to be an act of victimization and harassment. If so, what relief the worker is entitled to?’

3. After receipt of the reference order No.L-42011/157/2013-IR(DU) dated 24.02.2014, issued by the Ministry of Labour, Government of India, summons was issued to parties to appear and answer all material points relating to the dispute and to produce the documents to substantiate their respective contentions. On receipt of the summons, the parties entered into appearance through counsel and submitted their pleadings. After affording sufficient opportunity to the parties to take steps and produce the documents, the matter was posted for evidence. While so, the union at whose instance the reference was initiated filed IA No.67/2016. The affidavit in support of their application was filed by the Working President of the Hindustan Latex Employees Congress (INTUC), HLL Life Care Limited, Thiruvananthapuram. Paragraph Nos.3 & 4 of the affidavit read as follows:

“3.The matter in dispute has been resolved by stopping all actions initiated against the workman, giving due promotion with effect from 1.07.2015 and allowing him to participate in Union activities. In this circumstances no dispute exists between the management and the union at present.

4.The accompanying petition to pass an award holding that no dispute exists between the management and the union may kindly be allowed.”

The deponent has requested to pass an award holding that there is no subsisting industrial dispute to be adjudicated as per the reference order.

4. Notice of this application was given to the counsel for the management. After hearing the learned counsel appearing for the parties; IA No.67/2016 was allowed. From the affidavit filed in support of IA No.67/2016 it is seen that the matter in issue has been settled amicably between the union and the management. Therefore it is held that there is no subsisting industrial dispute to be adjudicated as per the reference.

5. In the result an award is passed holding that there is no subsisting Industrial Dispute between the union and the management to be adjudicated as per the reference order.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 19th day of April, 2016.

SASIDHARAN K., Presiding Officer

APPENDIX-NIL

नई दिल्ली, 29 अप्रैल, 2016

का.आ. 871.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एफ.सी.आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 1042/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 29/04/2016 को प्राप्त हुआ था।

[सं. एल-22012/550/1995-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 29th April, 2016

S.O. 871.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1042/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad (Gurjat) as shown in the Annexure in the Industrial Dispute between the management of FCI and their workmen, received by the Central Government on 29/04/2016.

[No. L-22012/550/1995-IR (CM-II)]

RAJENDER SINGH, Section 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. 1042/2004**Reference: (ITC) No. 12/1997**

1. The Regional Director,
FCI Employees Association,
Kandla/Gandhidham Region,
C/o FCI, Chandan Chambers,
Plot No. 18, W. No. 12-A,
P.B. No. 130,
Gandhidham (Kutch)-370201

...First Party

Vs.

Their Workman,
Through the Regional Secretary,
FBI Employees Association,
Kandla/Gandhidham Region,
Chandan Chambers,
Gandhidham (Kutch)

...Second Party

For the First Party : D.C. Gandhi, Associates

For the Second Party : C/o. FBI Employees Association

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-22012/550/95-IR(C-II) dated 24.02.1997 referred the dispute for adjudication to the Industrial Tribunal, Rajkot(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demands raised by the Food Corporation of India Employees Association vide letter No. KDL/FCIEA/RP/1/95 dated 22/06/95 are just, valid and legal? If so, what benefits they are entitled to?”

2. This reference dates back to 24.2.1997. Second party filed the vakalatpatra of his advocate(Ext.10) on 11.03.2003 and first party also filed the vakalatpatra (Ext.16) on 23.07.2008. But second party did not prefer to submit statement of claim and has also been absent since last several dates. Thus, it appears that second party is not willing to proceed with the reference as they have been absent since last several dates. Thus Tribunal has no option but to dismiss the reference in default of the second party.

This reference is dismissed in default of the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 29 अप्रैल, 2016

का.आ. 872.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार के.ए.पी.एस. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 120/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 29/04/2016 को प्राप्त हुआ था।

[सं. एल-42012/43/2005-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 29th April, 2016

S.O. 872.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 120/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad (Gurjrat) as shown in the Annexure in the Industrial Dispute between the management of Kakrapar Atomic Power Station and their workmen, received by the Central Government on 29/04/2016.

[No. L-42012/43/2005-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

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

Present:

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 16th March, 2016

Reference: (CGITA) No. 120/2005

1. The Station Director,
Kakrapar Atomic Power Station,
Nuclear Power Corporation of India,
Anumala, Via Vyara,
Surat (Gujarat)

...First Party

Vs.

Their Workman,
Through the Secretary,
Kakrapar Tribal Workers Association,
Devani Faliam
Vyara,
Surat (Gujarat) -394651

...Second Party

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

For the Second Party : C/o. Kakrapar Tribal Workers Association,

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-42012/43/2005-IR(CM-II) dated 06.12.2005 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

Whether the action of the management of Kakrapar Atomic Power Station in terminating the services of Shri Devjibhai Fuljibhai Gamit & 36 others on 1.5.1999 is legal and justified? If not, to what relief they are entitled to?" and whether the demand of Kakrapar Tribal Workers Association for treating these workmen as direct workmen of the corporation from the first date of the joining in service is legal and justified? If so, to what relief they are entitled?"

2. This reference dates back to 06.12.2005. Both the parties were served. Second party filed statement of claim (Ext.10) on 08.10.2010. First party filed written statement (Ext.12) on 23.04.2011. But since then second party has not prefer to lead evidence and they have also been absent since then. Thus, it appears that second party is not willing to proceed with the reference as they have been absent since last several dates. Thus Tribunal has no option but to dismiss the reference in default of the second party.

This reference is dismissed in default of the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 29 अप्रैल, 2016

का.आ. 873.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस.सी.सी.एल. 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 सं. 44/2006) को प्रकाशित करती है जो केन्द्रीय सरकार को 29/04/2016 को प्राप्त हुआ था।

[सं. एल-22012/247/2005-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 29th April, 2016

S.O. 873.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 44/2006) of the Central Government Industrial 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 29/04/2016.

[No. L-22012/247/2005-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 12th day of April, 2016

INDUSTRIAL DISPUTE No. 44/2006

and

INDUSTRIAL DISPUTE LC No. 76/2006

(LC 76/2006 has been clubbed with ID 44/2006 vide order dt. 10.2.2009)

Between:

Sri Mudiganti Karunakar Reddy,
Branch Secretary,
Singareni Coal Mines Labour Union(INTUC)
Ramagundam Branch-I,
Godavarikhani – 505209.

....Petitioner

AND

The General Manager,
M/s. Singareni Collieries Company Ltd.,
Ramagundam – I Divn.,
Godavarikhani – 505209.

....Respondents

Appearances:

For the Petitioner : M/s. A. Sarojana & K. Vasudeva Reddy, Advocates
 For the Respondent : M/s. P.A.V.V.S. Sarma & Vijaya Laxmi Panguluri, Advocates

AWARD

This case was registered in this Tribunal on the basis of the reference received from the Government of India, Ministry of Labour by its order No. L- 22012/247/2005-IR(CM.II) dated 2.8.2006 under section 10(1)(d) of the I.D. Act, 1947 to adjudicate the dispute between the management of M/s. Singareni Collieries Company Ltd., and their workman Sri Boya Swamy. The term of reference is as under:

SCHEDULE

“Whether the action of the General Manager, M/s. Singareni Collieries Company Ltd., Ramagundam-I Division, Godavarikhani in dismissing Shri Boya Swamy, Coal Filler, GDK-6B INC., Ramagundam-I Division from service w.e.f. 20.1.2005 is legal and justified? If not, to what relief is the workman entitled?”

The reference is numbered in this Tribunal as I.D. No. 44/2006 and notices were issued to the parties concerned. They both appeared before the court and engaged their respective counsels with the leave of the court and consent of either party. The Petitioner has filed one petition under Sec.2A(2) of the Industrial Disputes Act, 1947 with the same cause of action in the file of this Tribunal which was numbered as LC No. 76/2006 earlier to the reference received from the Government of India. Hence, LC No.76/2006 has been clubbed with ID No.44/2006 vide docket order dated 10.2.2009 at the instance of memo from the Petitioner’s counsel. Therefore, both the cases are being disposed off together.

2. **The averments made in the claim statement of the Petitioner workman in brief are as follows:**

The Petitioner workman was appointed as a coal filler in the Respondent management on 28.11.1988 on compassionate grounds. Since the date of joining he used to perform his duties sincerely, dedicatedly, up to the satisfaction of his superiors. But due to his ill-health the workman could not be regular in his duties during the year 2002 for which on 15.1.2003 a charge sheet was issued on the workman with an allegation that the workman had worked for only 82 days during the year 2002 which amounts to misconduct under the company’s Standing Order No.25(25). On receipt of the charge sheet, on 3.2.2003 the workman submitted his explanation stating the reasons of his absence. Unfortunately without considering the merits of the explanation made by the workman a show cause notice dated 2.5.2004 was issued to the workman to which on 5.5.2004 the workman submitted his explanation, explaining that he was suffering from T.B. for which he was bed ridden and under going treatment. But without considering the submission of the workman, the Respondent dismissed him from service by office order dated 18.1.2005. The workman has also stated that due to his illness he was unable to move and perform his duties not more than 82 days during the year 2002 and could not be able to attend the enquiry on account of his illness and not otherwise. The workman further stated that he will attend his duties in future without absence. It is further submitted that unfortunately without considering any of his submissions the Respondent dismissed him from service w.e.f. 21.1.2005 vide office order dated 18.1.2005. It is also submitted that the action of the Respondent dismissing the workman from service is wholly illegal, arbitrary and violative of the principles of the natural justice. The workman further submitted that having been appointed as a coal filler in the year 1988 he was confirmed in the same post and used to perform his duties perfectly from 1988 to 2002 except during the year 1999. It is also submitted that during the year 1999 his father was seriously ill for which the workman had no other alternative except to accompany his father to take care for his health. Once again during the year 2002, the workman’s father fell sick and suffered from Paralysis. On account of his father’s illness the workman was not regular in his duties during the year 2002. Subsequently the workman himself suffered from T.B. and has undergone treatment in the company’s hospital for a long time and ultimately he was declared fit by the medical authorities of the company’s hospital in the month of May, 2004. Unfortunately without considering the circumstances under which the workman could not be able to attend his duties he was dismissed from service vide proceedings dated 18.1.2005. It is also submitted that in all fairness the Respondent ought to have considered the submissions made by the workman, before imposing the punishment of dismissal from service. On a bare perusal of the office order dated 18.1.2005 it establishes that none of the submissions made by the workman has been considered before dismissing him from service. It is stated that the impugned office order dated 18.1.2005 does not indicate any reason much less valid in nature. It is further submitted that on account of the workman’s illness he could not put in 20 musters in every month during the year 2003 and 2004. Even by considering the said period the workman was dismissed from service, and such an action on the part of the Respondent is wholly unjustifiable. It is clearly stated that though the workman could not appear before the Enquiry Officer it is obligatory on the part of the Enquiry Officer to examine the relevant witnesses and relevant documents and then consider the question whether the charges alleged against the workman are correct or not. The workman has also stated that he is

the sole earning member of his family and he is able to serve under the Respondent. The dismissal of the workman from service is highly illegal and after dismissal of service the family members of the workman are leading their day to day life very miserably. The workman also remained without any employment from the day of his dismissal and he was not employed else where. The charges levelled against him are quite incorrect and imposition of punishment of dismissal from service is totally disproportionate to the charges alleged. The workman also stated that inability to attend his duties is owing to illness and ought not to be treated as a serious misconduct. The workman submitted to modify the punishment of dismissal from service to that of a lesser punishment and to give an opportunity to him to secure bread and butter for himself and for his family members.

3. Respondent management filed their counter in brief as follows:

The Respondent management while denying all the allegations of the workman, submitted that the petition filed by the workman under Sec.2A(2) of the Industrial Disputes Act, 1947 is not maintainable. The workman being an unauthorised absentee has prayed this Tribunal to declare the order No.RG.1/PER/S/46/319, dated 18.1.2005 issued by the Respondent as illegal, arbitrary and to set aside the same and consequentially direct the Respondent to reinstate the workman into service duly granting consequential benefits such as, continuity of service, back wages etc.. The Respondent management submitted that initially the workman was appointed in the Respondent's company on 28.1.1988 as a badli filler and was regularised as a coal filler w.e.f. 1.9.1995. It is further submitted that the workman had remained absent on a number of days without any leave or without sufficient cause during the year 2002 and had put in only 82 musters from the month of January, 2002 to the month of December, 2002 for which, he was issued with a charge sheet bearing No. GDK.6B/6-H/B-05/135, dated 15.1.2003 under company's Standing Order No.25(25) which reads as "Habitual late attendance or habitual absence from duty without sufficient cause". Since the workman had not attended his duty, charge sheet was sent to him in his home address by Regd. Post with ACK due and the same was received by him. The workman on 3.2.2003 submitted an explanation which was found not satisfactory and lastly enquiry was fixed to 21.5.2003 vide enquiry notice dated 6.5.2003 which was sent to him in his home address by registered post acknowledgement due and the workman acknowledged the same. But he did not attend the enquiry on 21.5.2003. Then 2nd enquiry notice dated 27.5.2003 was issued to him fixing the enquiry on 10.6.2003 and sent to him in home address by Registered Post with Acknowledgement Due and he acknowledged the same. But did not attend the enquiry on 10.6.2003. Final enquiry notice dated 28.7.2003 was issued fixing the enquiry on 5.8.2003 and the same was sent to him in his home address by registered post with acknowledgement due and the same was received by him. In spite of receipt of all the notices of enquiry the workman remained absent and did not attend the enquiry on 5.8.2003. He neither attended the enquiry nor communicated the reason of his absence. Hence, an ex-parte enquiry was conducted on 5.8.2003. The Respondent also submitted that as per Respondent's Industrial Relation Policy the workmen, who have absented frequently have been counselled before the family members of the absenting workmen, trade union leaders, colleague workmen, and officers and have been explained the consequences that arose due to absence. Accordingly, after issuing the charge sheet, the workman was also counselled on 11.6.2003. During the course of counselling the workman accepted his absence and assured that he would put minimum 20 musters per month. Accordingly the performance of the workman was kept in observation from 12.6.2003 to 11.9.2003. But the workman had put in only 2 actual attendance during the observation period and as such he failed to improve his attendance. It is also submitted that on 2.5.2004 a show cause notice was issued to the workman along with the enquiry report and enquiry proceedings advising him to make any representation in this regard within 7 days of receipt of the notice. The workman made a representation on dated 5.5.2004 to the management stating that due to his ill health he did not attend for duty regularly during the year 2002. But he assured that he would improve his work performance in future. He was given another opportunity to improve his attendance and performance by keeping the disciplinary action to be taken against him in abeyance temporarily for a period of three months from 25.7.2004 to 17.10.2004 on a condition that he should put atleast 20 fillings in every month with a filling performance of two tubs for every muster on an average per month. But the workman did not put in single muster during the above period to improve his attendance. The attendance particulars of the workman from the year 1999 to 2004 are furnished hereunder:

Year	Actual Attendance
1999	097
2000	206
2001	133
2002(Chargesheeted year)	082
2003	007
2004	009

It is submitted that from the above, it is observed that the workman did not improve in his work performance after receiving the charge sheet, he was given two opportunities to improve his work performance. During the observation period also he did not improve his work performance. Therefore, the Respondent was constrained to dismiss the workman from service w.e.f. 21.1.2005 vide office order dated 18.1.2005. It is also submitted that the workman has received three enquiry notices but he neither attended any of the enquiries nor explained his inability to attend the enquiry. Though he was given three opportunities to attend the enquiry, he did not avail the same. Hence, an ex-parte enquiry was conducted. The enquiry was conducted in accordance with the principles of natural justice. The allegation of the workman that neither relevant witnesses were examined nor relevant documents were examined during the course of the enquiry is totally false and the workman is bound to prove it strictly. The Respondent also submitted that the absence of the workman from duty is not a minor misconduct. Due to the unauthorized absence of the workman he was rightly punished by way of dismissal and further submitted to dismiss the present claim of the workman as it is devoid of merit.

4. The Learned Counsel for the Petitioner conceded the legality and validity of the domestic enquiry conducted by the Respondent management by way of filing a memo and it was considered. As such, the domestic enquiry conducted by the Respondent management is held to be legal and valid vide order dated 10.2.2009.

5. None of the parties have advanced any oral evidence. But only advanced their argument. I have already heard the Learned Counsels for both the sides and considered their written notes of argument.

6. The points for consideration are:-

I. Whether the action of the Respondent management in dismissing Sri Boya Swamy, Coal Filler, GDK-6B Inc., Ramagundam-I Division from service w.e.f. 21.1.2005 is legal and justified?

II. If so, to what relief the workman is entitled for?

7. **Point No.I:** Admittedly, the workman had worked only 82 days during the year 2002 which amounts to misconduct under company's Standing Order No.25(25) for which the Respondent issued charge sheet to the workman. But the workman submitted his explanation stating that due to his ill-health and the ill-health of his father, he could not be able to work sufficient days. The workman was also found absent unauthorizedly during the chargesheeted period but during the time of such absence the workman could have taken any kind of leave which he has not done. Standing Order No.25(25) of the Respondent company provides that 'habitual late attendance or habitual absence from duty without sufficient cause, "amounts to misconduct".' Therefore, mere absence from duty by itself does not amount to misconduct. It must be without sufficient cause. Now it is to be seen whether there was any sufficient cause for the absence of the workman to attend his duty or not. It is the plea of the workman that he was suffering from T.B., and was bed ridden, and also undergoing treatment for which he could not be able to attend his duties. The workman has also stated that due to his illness he was unable to move and perform his duties not more than 82 days during the year 2002 and could not be able to attend the enquiry also. The workman further stated that in the year 1999, his father was seriously ill for which he failed to attend his duties as he was attending his father to take care of his health. He also stated that during the year 2002 his father also fell ill and suffered from paralysis and on account of his father's illness he was not regular in his duties. The workman has further stated that as he was suffering from T.B., he had undergone treatment in the company's hospital for long time and ultimately he was declared fit by the medical authorities of the company's hospital in the month of May, 2004. But, unfortunately without considering the circumstances under which he could not be able to attend his duties, the Respondent management dismissed him from service. No doubt, the workman has not produced any medical record to prove his illness as well as the illness of his father. But during the course of enquiry the workman has not been given any opportunity to cross examine the management witness and to verify the relevant documents regarding his claim that he was sick during the relevant time which clearly indicates that the management has not given any opportunity to the workman to contradict or to dispute the correctness of the plea of the workman with regard to his illness as well as the illness of his father. When the workman has consistently taken the plea that he was suffering from T.B. and was treated in the company's hospital by whom he was declared fit, it clearly shows that due to self-illness the workman could not be able to attend his duties in the year 2002. therefore, on consideration of the circumstances stated above it can not be stated that there was no sufficient cause for the absence of the workman from duty. The only fault on the part of the workman is not reporting his sickness and not informing his superiors before remaining absent from duties. But the workman has remained absent due to his illness and illness of his father which he should have informed his superiors. but as he has not reported to his superiors about his illness, he was negligent. But in the given circumstances due to sufficient reason, the workman was remained absent. The materials available on record clearly indicates that the workman has put in long service of 16 years in the Respondents organization and only due to the above referred reasons he became irregular in duties during the year 2002 to 2004 including the chargesheeted period. Further more, the workman has consistently pleaded that if opportunity will be given he will work under the management. That means he has already realized his mistake and he will work under the management regularly in future. It is not the plea of the Respondent that the workman is a habitual offender of misconduct or there was any previous occasion of imposing punishment against him. as because the workman was not

regular in his duty, his action amounts to misconduct under the company's Standing Order No.25(25). This is the first and the only instance of misconduct which they have raised to initiate the proceedings and conducted the enquiry and also a capital punishment has been given to the workman. While imposing punishment the Disciplinary Authority ought to have seen that the workman has not been imposed with any penalty prior to such order. Admittedly dismissal from service is a capital punishment, so far as the service juris-prudence is concerned. The charge alleged against the Petitioner was not that of theft, assault or misappropriation of company's funds, which shall amount to capital punishment like dismissal from service. In this case, due to self-illness and illness of his father the Petitioner could not be regular in his duties. The workman has not been imposed with a penalty for any misconduct previously. But for the very first event of this nature, the gravest possible punishment applicable in the Standing Order i.e., dismissal from service has been awarded to the workman as punishment by the Disciplinary Authority.

8. The management has contended that the musters put in by the Petitioner during the previous years to the chargesheeted period have been taken note for, while awarding punishment. Such contention of the management is not proper and reasonable. The past conduct becomes relevant while awarding the punishment which is a previous proven misconduct. But not the allegation which was merely met without giving an opportunity to the workman to explain. In the case at hand as already discussed above, there is no proven misconduct, on the part of the workman. The allegation regarding putting in less musters during the period prior to the chargesheeted period is in the status of mere allegation only for the reason that the workman has not been informed of the exception taken by the management regarding the said conduct and no explanation has been called for from him to know whether he is actually speaking the truth on the said allegation. In this case, the Disciplinary Authority without considering the previous conduct of the workman, has awarded a capital punishment which is not at all reasonable. In view of the fore gone discussion, it can safely be held that the finding of the Enquiry Officer that the workman is guilty of misconduct under Standing Order No.25(25) itself is not acceptable and further it is to be held that the punishment awarded to the workman is grossly disproportionate to the proven misconduct. Thus, the action of the Respondent management i.e., M/s. Singareni Collieries Company Ltd., in terminating the services of Sri Boya Swamy w.e.f. 21.1.2005 is held as neither legal nor justified.

This point is answered accordingly.

9. **Point No.II:** In view of the findings given in Point No.I, the impugned order of dismissal from service of the workman is liable to be set aside. But the fact remains that the workman remained absent from duty, though got sufficient reason for doing so, but there is lapse on his part as he failed to inform his superiors, at any point of time before or during the period of his absence from duty.

10. This is a case of unauthorized absenteeism. The workman was found absent, but has not taken either leave or permission from his higher authorities. Thus, the workman is to be awarded with an appropriate punishment of such lapse only. But as already stated above, while deciding Point No.I, awarding punishment of dismissal from service for the very first instance of misconduct is not reasonable. Hence, withholding of one annual grade increment without cumulative effect is reasonable punishment to be awarded to the workman for the lapse of not informing his superiors regarding his illness and illness of his father and not taking permission remained absent from duty. Hence, withholding of one annual increment without cumulative effect is reasonable punishment to be awarded to the workman for his lapse of not informing his superiors regarding his illness and illness of his father, not taking permission to remain absent from duty. In view of the fore going discussion, the workman is to be reinstated into service, consequent to the declaration that the impugned order No. RG.I/PER/S/46/319 dated 18.1.2005, w.e.f. 21.1.2005 as illegal and arbitrary and setting aside the same. Instead, the workman shall be awarded with the punishment of stoppage of one annual increment without cumulative effect. He is entitled for 50% of back wages only as he is found to be liable for punishment, though it is the lesser punishment than the one impugned to him by virtue of the impugned order dated 18.1.2005. He is entitled for all other attendant benefits.

Thus, Point No.II is answered accordingly.

Result:

In the result, the reference is answered as follows:

The action of the General Manager, M/s. Singareni Collieries Company Ltd., Ramagundam-I Division, Godavarikhani in dismissing Shri Boya Swamy, Coal Filler, GDK-6B INC., Ramagundam-I Division from service w.e.f. 21.1.2005 is declared as neither legal nor justified and is hereby set aside. The workman shall be reinstated into service as a coal filler forthwith w.e.f. 21.1.2005. He is awarded with the punishment of stoppage of one annual increment without cumulative effect. He is entitled for all other attendant benefits and 50% of the back wages only.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her and corrected by me on this the 12th day of April, 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, 29 अप्रैल, 2016

का.आ. 874.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस.सी.सी.एल. 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 सं. 57/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 29/04/2016 को प्राप्त हुआ था।

[सं. एल-22012/21/2014-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 29th April, 2016

S.O. 874.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 57/2014) of the Central Government Industrial 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 29/04/2016.

[No. L-22012/21/2014-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 5th day of April, 2016

INDUSTRIAL DISPUTE No. I.D. 57/2014

Between:

The President (Bandari Satyanarayana),
Telengana Trade Union Council,
Raj Kumar Complex, Saibaba Temple Road,
Jaffar Nagar, Mancheria – 504208.
Adilabad District. Petitioner

AND

The General Manager,
M/s. Singareni Collieries Company Ltd.,
Bellampalli Area,
Goleti Township(P.O.)-504292.
Adilabad District. Respondent

Appearances:

For the Petitioner : None

For the Respondent : Sri V.S.V.S.R.K.S. Prasad, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-22012/21/2014-IR(CM-II) dated 18.3.2014 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 General Manager, M/s. Singareni Collieries Company Ltd., Bellampalli Area, Goleti Township (P.O.), Adilabad Distt. in terminating the services of Sri More Narsinga Rao, Ex-Coal Filler MVK-1 Inc., SCCL, Bellampalli Area with effect from 1.9.1998 is justified or not? If not, to what relief the applicant is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 57/2014 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 union failed to file Claim statement and remained absent. There is no representation on behalf of the Petitioner union on the date fixed in spite of repeated calls. In the circumstances stated above, it is felt that the Petitioner union has got no claim to raise. Thus, ‘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 5th day of April, 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, 29 अप्रैल, 2016

का.आ. 875.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ सं. 58/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 29/04/2016 को प्राप्त हुआ था।

[सं. एल-22012/22/2014-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 29th April, 2016

S.O. 875.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 58/2014) of the Central Government Industrial 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 29/04/2016.

[No. L-22012/22/2014-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 21st day of April, 2016

INDUSTRIAL DISPUTE No. I.D. 58/2014

Between:

The President (Bandari Satyanarayana),
 Telengana Trade Union Council,
 Raj Kumar Complex, Saibaba Temple Road,
 Jaffar Nagar, Mancheria – 504208.
 Adilabad District.

....Petitioner

AND

The General Manager,
 M/s. Singareni Collieries Company Ltd.,
 Bellampalli Area,
 Goleti Township(P.O.)-504292.
 Adilabad District.

....Respondent

Appearances:

For the Petitioner	:	None
For the Respondent	:	Sri V.S.V.S.R.K.S. Prasad, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-22012/22/2014-IR(CM-II) dated 18.3.2014 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 General Manager, M/s. Singareni Collieries Company Ltd., Bellampalli Area, Goleti Township (P.O.), Adilabad Distt. in terminating the services of Sri Jorrigula Narasaiah, Ex-Coal Filler MVK-1 Inc., SCCL, Bellampalli Area with effect from 17.10.1998 is justified or not? If not, to what relief the applicant is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 58/2014 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 union failed to file Claim statement and remained absent. There is no representation on behalf of the Petitioner union on the date fixed in spite of repeated calls. In the circumstances stated above, it is felt that the Petitioner union has got no claim to raise. Thus, ‘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 21st day of April, 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, 29 अप्रैल, 2016

का.आ.876.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बीबीएमबी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, चंडीगढ़ के पंचाट (संदर्भ सं. 251/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 29/04/2016 को प्राप्त हुआ था।

[सं. एल-23012/4/2011-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 29th April, 2016

S.O. 876.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 251/2013) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of BBMB, Bhakra Dam, BBMB and their workmen, received by the Central Government on 29/04/2016.

[No. L-23012/4/2011-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH****Present:** Sri Kewal Krishan, Presiding Officer**Case No. I.D. No. 251/2013**

Registered on 8.4.2013

Sh. Beeb Din S/o Sh. Karma, C/o Sh. R.K. Parmar,
Working President, 211-L, Brari Post Office,
Pratap Nagar, Nangal Dam, Distt. Ropar(Pb) ...Petitioner

Versus

Chief Engineer, Bhakra Dam Nangal, Distt. Ropar ...Respondent

APPEARANCES :

For the workman : Sh. R.K. Parmar, AR of workman.
For the Management : Sh. S.K. Goyal.

AWARD

Passed on:- 22/03/2016

Vide Order No.L-23012/4/2011-IR(CM-II), dated 27.02.2013 the Central Government in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Disputes Act, 1947 (in short Act) has referred the following industrial dispute for adjudication to this Tribunal.

“Whether the action of the management of BBMB in denying employment to Sh. Beebdin S/o Sh.Karma, Daraiman(seasonal worker) during the rainy season 1997 and so on till date is just & fair? If not, to what relief the workman is entitled and from which date?”

In response to the notice, workman submitted statement of claim, pleading that he was employed in work charge capacity in the rainy season of 1993, 1994 and 1995 and was not re-employed in the year 1996 in violation of Section 25-H of the Act. He served a demand notice and the matter was referred to Labour Court, who awarded the compensation vide its award dated 16.11.2007 which was not challenged.

It is further pleaded that the management again did not call him for re-employment since the year 1997, though, the persons junior to him were engaged and he had the right to be re-employed and there is a violation of the provisions of Section 25-H of the Act and he be presumed to in service of the respondent-management since the year 1997.

Respondent-management filed written reply, admitting that the workman was employed for 89 days during the year 1993, 1994 and 1995. Thereafter, he was not selected due to less merit in the year 1996, 1997 and 1998 and his name was not sponsored by the Employment Exchange during the year 2001 and 2002. Thereafter, the workman did not offer himself for service from the year 2003 to 2007. However, he presented himself for engagement in the year 2008

and due to his lower position in the seniority, he was not selected. The passing of the award dated 16.11.2007 by the Court is not disputed.

The workman has no right to be re-employed and he is not entitled to any relief.

Parties were given opportunity to lead the evidence.

In support of his case, the workman himself appeared in the witness-box and filed his affidavit reiterating his case as set out in the claim petition.

On the other hand, respondent-management examined Sh. Mehar Singh, who file his affidavit reiterating the stand of the respondent-management and further deposed that the workman has agitated the matter after a lapse of 11 years and his claim is barred by time.

I have heard Sh. R.K. Parmar for the workman and Sh. S.K. Goyal for the management.

It is not disputed that the workman was employed on 89 days basis during the rainy season by the respondent-management in the year 1993, 1994 and 1995. He was not engaged in the year 1996 and he served a demand notice and compensation was awarded to him vide award dated 16.11.2007. It was argued by the learned counsel for the workman that the workman was not again employed in the year 1997 and onwards, there is a violation of Section 25-F of the Act and he is to be considered as employed during the said period and he be given all the benefits.

I have considered the contentions of the learned counsel.

Section 25-H of the Act reads as follow:-

“25H. Re-employment of retrenched workmen.- Where any workmen are retrenched, and the employer proposes to take into his employ any persons, he shall, in such manner as may be prescribed, give an opportunity [to the retrenched workmen who are citizens of India to offer themselves for re-employment, and such retrenched workmen] who offer themselves for re-employment, shall have preference over other persons.

Thus, this section provides that when any workman was ‘retrenched’, he is to be given an opportunity for re-employment if he offers himself for such an employment. Thus, this section is attracted when the workman was ‘retrenched’.

‘Retrenchment’ was defined under Section 2(00) and it read as follow:-

[(00)“retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include-

- (a) Voluntary retirement of the workman; or***
- (b) Retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or***
[(bb)termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or]
- (c) termination of the service of a workman on the ground of continued ill-health;]***

Thus, as per Section 2(00)(bb), if the termination is due to non-renewal of contract or the contract being terminated under a stipulation, the same do not amount to ‘retrenchment’. It is the case of the workman that he was employed for 89 days during the rainy season of 1993, 1994 and 1995. His services came to an end on the expiry of the contract period. When the services of the workman came to an end on the expiry of the contract, the workman cannot claim himself that he was ‘retrenched’ from service. When workman has failed to prove that he was ‘retrenched’, he cannot claim the benefit of Section 25H of the Act and he is not entitled to any relief.

It may also be added that the workman has claimed relief from the rainy season of 1997 but the demand notice was issued only in the year 2008 as pleaded by the respondent-management and thus there is a considerable unexplained delay in agitating the dispute on the part of the workman. On this account, he cannot be given any relief.

In result the reference is answered against the workman and he is not entitled to any relief.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 2 मई, 2016

का.आ. 877.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार नेशनल इंस्टिट्यूट ऑफ टेक्नोलॉजी, त्रिची 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. 87/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25.04.2016 को प्राप्त हुआ था।

[सं. एल-42011/77/2014-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 2nd May, 2016

S.O. 877.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (ID No. 87/2014) 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 National Institute of Technology, Trichy and their workmen, which was received by the Central Government on 25.04.2016.

[No. L-42011/77/2014-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM - LABOUR COURT, CHENNAI**Friday, the 8th April, 2016**Present :** K.P. PRASANNA KUMARI, Presiding Officer**Industrial Dispute No. 87/2014**

(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 National Institute of Technology, Trichy and their workman)

BETWEEN :

The Secretary : 1st Party/Petitioner Union
Trichy National Institute of Technology
All Employees Association, "F" Mess, NIT Post
Trichy-620015

AND

1. The Registrar : 2nd Party/1st Respondent
National Institute of Technology
Trichy-620015
2. The Chief Warden : 2nd Party/2nd Respondent
Hostel Administration Committee
NITT Hostels, National Institute of Tech.
Thuvakkudi
Trichy-620015
3. The Director : 2nd Party/3rd Respondent
National Institute of Technology
Trichy-620015

Appearance

For the 1st Party/Petitioner Assn. : M/s R. Subramaniam, R. Palaniyappan, Advocates
For the 2nd Party/1st & 3rd Respondent : M/s K.K. Annamalaisamy, Advocates
For the 2nd Party/2nd Respondent : M/s G. Thangavel, G. Raja, Advocates

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-42011/77/2014-IR (DU) dated 30.09.2014 referred the Industrial Dispute between the above referred parties for adjudication.

The schedule mentioned in that order is :

“Whether the demand of the Trichy National Institute of Technology All Employees Association for seeking status at par with regular employees of National Institute of Technology, Trichy to Sri Amaladoss and 80 Others (as per Annexure-A) is legal and justified? If so, to what relief the concerned workmen are entitled?”

2. On receipt of the Industrial Dispute, this Tribunal has numbered it as ID 87/2014 and sent notices to both sides. Both sides have entered appearance through their counsel and filed their claim and counter statement respectively.

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

The petitioner is an association registered under the Societies Registration Act. The object of the association is to protect the welfare of the employees who are its members. The Regional Engineering College, Trichy has been started in the year 1964. The institution was later converted into a deemed university and was renamed as National Institute of Technology. 81 members of the Petitioner Association out of the 102 members are employed in the Regional Engineering College Hostels. They were employed from 1964 onwards and were working as Cooks, Assistant Cooks and so on under different pay-scales. The Principal of the Regional Engineering College is the competent person to appoint employees in the Hostel Mess. The institution is running the Mess of its hostels. The Principal himself is appointing all the employees of the Regional Engineering College also. The members of the Petitioner Association have been initially appointed as NMR on various dates and have been regularized subsequently. The scale of the pay of the employees have been enhanced periodically. All the monetary benefits due to the employees used to be granted by the authorities under the Regional Engineering College. The National Institute of Technology Act, 2007 came into force on 06.06.2007 and thereafter the Regional Engineering College was renamed as National Institute of Technology. The National Institute of Technology Act provides for protection to the permanent employees of the Regional Engineering College. The petitioner has raised demands before the Respondent, the National Institute of Technology, Tiruchirappalli claiming that they should be approved as the regular employees of the Institute, that they should be granted equal pay for equal work, that they should be approved and considered as “D” group employees of the institution, etc. An order may be passed directing the Respondent to treat the members of the Petitioner Association on par with the other employees of the Respondent and grant all consequent monetary benefits.

4. The Third Respondent has filed Counter Statement contending as below:

The Third Respondent is the competent authority to decide the issues regarding the Hostels of the National Institute of Technology, Trichy, he being the Chief Warden of the Hostels. The Regional Engineering College, Trichy was established in the year 1964. It was granted the status of Deemed University in the year 2003 and was later renamed as National Institute of Technology, Tiruchirappalli. Presently the institution is functioning under the control of Government of India, Ministry of Human Resources Development. The administration of the hostels is entirely different in nature and is under the control of the Third Respondent, the Chief Warden. From the beginning itself, the college was administered wholly under government grants. However, student hostels were administered and maintained out of hostel fees collected from the students. The institution administration and the hostel administration are different, though functioning inside the same campus. The members of the Petitioner Association are employed in the NIT Hostels and not the NIT itself. The members of the Petitioner Association were initially recruited as NMR for running mess service on behalf of hostel students. The employees are called mess employees. They are not canteen employees as referred to at times in the Claim Statement. The salary for the employees used to be paid from the hostel fees collected from the students. The employees in the hostels are categorized as Cleaner, Server, Assistant Cook and Cook. To avoid stagnation and to encourage sincere workers, the hostels administration granted the relief of selection grade to the employees based on the experience and performance over a period of time. Under the NIT Act, 2007 there are no posts as Cleaner, Server, Cook, Assistant Cook, etc. The NIT is being administered by the Board of Governors under the provisions of National Institute of Technology Act. The annual accounts of the Institute are certified by the Comptroller and Auditor General of India. The accounts of the hostels are certified by the Chartered Accountant of local authority. The Pay Commission Recommendations were never implemented in respect of the Hostel employees. The lower scale of pay under the 4th and 5th Pay Commission Recommendations were adopted as benchmark for fixing the pay scale of highest Mess Worker Cadre Cook at the discretion of the Hostel Administration. The pay-scales of the remaining Mess Worker Cadres were structured below the Cook Cadre. The Regional Engineering College Hostel Mess Employees were appointed by the Principal of the College in his ex-officio capacity as Chief Warden of the College Hostels. The employees of the Institute are appointed in the capacity of Principal of the regional Engineering College. The Recruitment Rules of Regional Engineering College, Trichy or National Institute of Technology, Trichy do not include the posts such as Cooks, Assistant Cooks, Server, Cleaner, etc. The regularization of the mess employees were always issued by the Principal of the College in his ex-officio capacity as Chief Warden. In order to control the hostel funds and to manage the administration the employees of the mess cannot be treated as regular employees of REC/NIT. On change of Regional Engineering College as National Institute of Technology, the strength of the Institute and the strength of the hostels increased steadily. Due to increase in the workload the Director, National Institute of Technology

has relinquished his duties from Hostel Administration and formed a separate Hostel Administrative Committee to manage the increased hostel student strength and Hostel administration workload. After 2007 the pay-scale of the employees were being revised by the Hostel Administration Committee. The Hostel Administration is paying gratuity to the employees. The Gratuity Rules for the college and the employees of the Hostels are different. It was due to the poor work ethics of the members of the Petitioner Association the Hostel Mess had to be outsourced. On shutting down the mess, out of compassion, the Hostel Administration had redeployed the members of the Petitioner Association for cleaning and maintenance of hostels and that also without reduction in their salaries. The petitioner is not entitled to any relief.

5. The Second Respondent has filed a memo adopting the counter statement filed by the Third Respondent.
6. The First Respondent did not file any Counter Statement.
7. The petitioner has filed a rejoinder and the Third Respondent a reply to the rejoinder.
8. The evidence in the case consists of oral evidence of WW1 and MW1 and documents marked as Ext.W1 to Ext.W49 and Ext.M1 to Ext.M20.

9. **The points for consideration are:**

- (i) Whether the members of the Petitioner Association are entitled to have status on par with the other employees of the Respondent?
- (ii) What, if any are the reliefs to which the petitioner is entitled?"

The Points

10. The petitioner is an association formed for the welfare of its members who are working in the different hostels meant for the students of the National Institute of Technology, Trichy. All the employees were working in the different hostels even while the National Institute of Technology was known by the name Regional Engineering College, before the Institute became a Deemed University under the enactment by name National Institute of Technology Act, 2003. Sometime ago the mess of the hostels were outsourced. All the employees working in the hostels who are members of the Petitioner Association were redeployed in other categories of work in the hostels. It is the contention of the Management that the employees of the hostel mess were a category on their own, that they were never a part of the Institute, that they were not the employees of the Institute itself but were paid out of the fee collected from the students and their status were not that of the regular employees of the Institute. According to the Third Respondent the Hostel Administration is different from the Administration of the Institute and he in his capacity as Chief Warden of the Hostel is administering the Mess also and it has nothing to do with the administration of the Institute. It is the further case of the Third Respondent that the Mess was not properly conducted by the employees, that there was complaint from the students and accordingly Mess was outsourced and the employees who were working in the Mess were re-deployed in other positions without any change in their salary and perks. It is the case of the concerned employees that their status is that of the regular employees of the Institute, on par with the other employees of the Institute and they are entitled to all the benefits as in the case of other employees.

11. The Petitioner Association has produced documents in its attempt to prove that they were employed by the Regional Engineering College Management itself and not by a separate entity as Hostel Administration. Before dealing with those documents it will be beneficial to refer to the recruitment and service rules of the Institution while it existed as Tiruchirappalli Regional Engineering College Society. The rules is produced by the Third Respondent and is marked as Ext.M1. The different categories of staff, teaching and non-teaching are provided for in the rules. The last but one in the series is given as Cooks under S.No. 72. The qualification provided for them is that they should be able to read and write Tamil and also should possess considerable experience in the art of cooking, vegetarian or non-vegetarian food and tiffin. Apart from that, under S.No. 71 there is a post of Steward who should possess experience in managing and controlling cooks and Chief who should possess adequate experience in serving and cooking food in a big residential hostel. This itself would show that the staff of the Hostel Mess also were intended as the employees of the Engineering College Society and no separation was made in the matter of managing the Institute and in managing the Hostels.

12. The documents produced on behalf of the petitioner are the different orders issued by the Institute while it was functioning as Regional Engineering College. The first document marked as Ext.W1 is only a statement showing the scales of cooks, assistant cooks, servers and cleaners during different periods for Regional Engineering College Hostels. The scales of pay referred to in the document are not controverted by the Respondent. The other documents are intended to show that the Principal of the College was handling the appointment of the Mess Staff and also making orders regarding their pay revision and payment of other benefits. Ext.W2 is the circular of the Principal of the College introducing Group Insurance Scheme to the College and Hostel employees. The order is signed by the Principal and does not make any distinction in between the Hostel and the Institute employees. There is a contention in the Counter Statement of the Third Respondent that the Principal was passing orders in respect of the employees of the Hostels in his capacity as the Administrator of the Hostels. But even as per Ext.M1 no such distinction is seen made. This is not

discernible from the documents produced by the petitioner also. As per Ext.W3 Gratuity was introduced for the mess employees w.e.f. January 1984 and separate rules have been framed regarding payment of gratuity to mess employees also. However, there is nothing to show that this is done by the Principal in a different capacity and not as Administrator of the entire Institute. Ext.W5 is the proceedings of the Principal by which a few NMR Servers who have completed more than 5 years of service in the Hostel Mess are appointed on regular service. Ext.W6 and Ext.W7 are two other such proceedings of the Principal. Ext.W16 is another proceeding with the heading Regional Engineering College Hostels by which marriage advances already allowed to the employees of the College are introduced to the mess employees also. This is also signed by the Principal of the College. The Hostel Manager and Convener also have signed in the proceedings. Ext.W17 is the proceedings sanctioning increment, also by the Principal, and signed by him. Ext.W18 is a circular increasing the subscription for GPF/CPF. Though this is not signed by the Principal, the signature is put on behalf of the Principal. Ext.W21 is the submission for sanctioning the annual increment due to the Mess Staff and it is seen signed by the Principal. Ext.W22, the order of promotion is also signed as per the order of the Principal. Thus it could be seen that while the Institute was functioning as Regional Engineering College the Principal was the authority who was taking all decisions regarding the administration of the hostels including appointment of mess staff, their revision of salary, ordering payment of other benefits, etc. to them. Though at times, in a few documents the Hostel Manager has signed, those were also either on behalf of the Principal or as per the order of the Principal, under his authority. So it could be seen that while the Institute was functioning as Regional Engineering College the authority who was administering the Hostels including the Mess of the Hostels was the Principal who was the competent authority. No distinction of any kind could be seen made in the administration of the hostels and the Institute. There is nothing to show that the employees of the Mess were not intended to be the staff of the Institute and they were merely the staff of the students who were occupying the hostels and were not intended to have any benefits that were available to the other employees of the Institute or even the Hostels. There is no case for the Third Respondent that the Steward or the Chief who were also intended only as the Managers of the Mess were also being paid out of the fees received from the students. They are undisputedly treated as the employees of the Institute. If the person who controls the Cooks, Assistant Cooks, Servers and Cleaners of the Hostels are the employees of the Institute, how can those persons under their control be treated as different having separate entity, thus discriminating them?

13. Things started to have a different turn after the Institute came to be governed by the NIT Act and was renamed as NIT. By then, a number of the students in the institution has considerably increased and the number of the hostels also have increased considerably. It is not disputed by the Respondents that the students admitted in the Institution are all expected to be residents of the Hostels to undergo their studies in the Institute. They cannot proceed with their studies without becoming a resident of any one of the Hostels. Thus even as admitted by the Respondents, even at the beginning when the College was established at Tiruchirapally the Hostels and the Mess of the Hostels were part and parcel of the Regional Engineering College Society, the name under which the Institution was then registered. In that case how can the employees of Mess alone be different and not a part of the entire institution? When the size of the Institute and the number of students increased the power of Administration of the Hostels seem to have been delegated by the Principal. It is accordingly the position of Chief Warden happened to be held by another. However, the Chief Warden without any doubt is administering the Hostels under the direction of the Board of Governors who is administering the Institute under the new enactment, the NIT Act.

14. Ext.M5 is the Auditor's Report of the year 2000 when the Institution was still known under the name Regional Engineering College. The document is the Auditor's Report on examining the account of college hostels. This is probably produced to prove that even while functioning under the name Regional Engineering College the hostels were treated separately. However, it could be seen on going through the report itself that the Auditor's Report is not of the mess alone but of the entire hostel establishment showing the entire receipts and payments for the hostels. The admission fees, establishment charges, mess charges and all other collections are shown in the Auditor's Report. Ext.M6 is the agenda and notes of the 6th Meeting of the Board of Governors after the institute has become National Institute of Technology. Clause-18 shows that Auditor's were appointed for audit of the Mess Account. Thus it could be seen that the mess account is being separately audited only after the establishment became National Institute of Technology. It is not known why the earlier practice of auditing the entire account of the hostels has been changed to audit of the Mess alone. In the same document at Page-36 there is a proposal to outsource the Mess maintenance. This is the first time the institute thought of doing away with the mess by the existing employees and outsourcing it. Again, it is stated in the same document at Page-45 that the Mess employees are not employees of the institute. At Page-147 there is revision of pay of Mess employees. Ext.M10 is a proposal to enhance the Dearness Allowance @ 6% of the Basic Pay to all the regular Mess staff annually. At Page-150 it is stated that the salary of the Mess staff is met out of the funds collected from the students. At Page-313 there is a suggestion that a major part of the mess fee is going for the salary of the mess employees and this can be considerably reduced if the mess is outsourced. This is the history of the hostel by which the employees who were all along working in the mess were thrown out and employed in other areas. There is a case also for the Respondent that the Mess staff have agreed for the proposal to withdraw them from their work in the hostel and engage them in other areas.

15. As per the provisions of National Institute of Technology Act which is marked as Ext.M8 the status of any of the staff under the Society could not have been changed. Section-5(d) of the Act states that every person employed by the Society immediately before commencement of the Act shall hold his office or service in the corresponding institute for the same tenure at the same remuneration and upon the same terms and conditions and with the same rights and privileges as to pension, leave, gratuity, provident fund and other matters he would have held if this Act had not been passed and shall continue to do so unless and until his employment is terminated or until such tenure, remuneration and terms and conditions are duly altered by the statutes. So those who were employees under the Society were eligible to continue in the same status in spite of the passing of enactment, National Institute of Technology Act. The authorities under the Act could not on their own change their status. The case of the Respondent is that there is a separate fund for the running of the Mess alone. However, this is against Section-21 of the Act which states that every institute under the Act shall maintain a fund to which shall be credited all monies provided by the Central Government, all fees and other charges received by the institute, all monies received by the Institute by way of grants, gifts, donations, benefactions, requests or transfers and all monies received by the institute in any other manner or from any other source. Clause-3 of Section-21 states that the fund of every institute shall be applied towards meeting the expenses of the institute including expenses incurred in the exercise of its powers in discharge of its duties under the Act. Section-25 states that the statutes may provide for matters including the establishment and maintenance of halls and hostels and also the conditions of residents of students of the institute and the levying of fees for residents in the halls and hostels and other charges. So it is clear that running of the hostels also is under the provisions of the Act which is a substitute for the Regional Engineering College Society Rules. The Respondents could not take shelter under the contention that mess fee is collected from the students and the mess employees are only employees of the students and have nothing to do with the institution.

16. The admission by MW1 examined on behalf of the Chief Warden makes matter more clear. The Warden himself has not come forward to give evidence. Respondents 1 and 2 also did not advance any specific case other than R2 filing a memo adopting the case of Respondent 3, the Chief Warden. When it was put to MW1 that the Hostel Administration under the Regional Engineering College was part of the college administration itself and just like that the present administration is part of the NIT, he refused to give any answer. Again when he was asked if the Board of Governors of the Institution had not authorized the Director to act as a Chief Warden he pleaded ignorance. It is clear that the Board of Governors are having the authority to run the entire institution including the hostels alongwith the mess. The mess employees who were treated as employees of the institution could not now be treated as if they have nothing to do with the institute and they are not a part of the institute. All the mess employees have been working in the institute for a long time. Removing them of their existing status after so many years of service could not be justified in view of the very provisions of the NIT Act. If the institute feels that it is better to have the mess outsourced, they are at liberty to do so. However, those employees who were in the roll of the institute as employees of the mess should be retained, with the same salary and other benefits. Their status is on par with that of the other employees of the institute. They are entitled to the relief claimed by them.

17. On the basis of discussion above an award is passed as below:

Amaladoss and others who are members of the Petitioner Association are found to be having status at par with the other regular employees of the institute. They are entitled to and shall be given all the benefits that are given to other employees, from 20.07.2013.

The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 8th April, 2016)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner Union : WW1, Sri M. Chandrasekar
For the 2nd Party/1st & 2nd Party Management : MW1, Sri A. Sreekanth

Documents Marked:

On the Petitioner's side

Ext.No.	Date	Description
Ext.W1	1964-1965	Pay-scale fixed by the Regional Engineering College, Trichy
Ext.W2	01.11.1976	LIC proof insurance scheme to the hostel employee – Order
Ext.W3	20.01.1984	The rules of permanent canteen employee framed by the Principal (Appointing Authority)

Ext.W4	26.10.1984	Regularization Order – REC
Ext.W5	16.10.1986	Regularization Order – REC
Ext.W6	01.07.1989	Regularization Order – REC
Ext.W7	26.06.1990	Series of pay slip issued by Regional Engineering College
Ext.W8	28.06.1990	Regularization Order – by REC
Ext.W9	01.10.1990	Regularization Order – by REC
Ext.W10	18.10.1990	Regularization Order – by REC
Ext.W11	06.06.1991	Promotional Order – by REC
Ext.W12	21.09.1995	Order issued by REC for pay-scale
Ext.W13	28.07.1995	Order for Approval
Ext.W14	01.01.1996	Pay slip series
Ext.W15	15.10.1996	Annual increment sanctioned order
Ext.W16	25.11.1997	Payment of marriage advance order
Ext.W17	05.08.1998	Annual increment order and pay slip by REC
Ext.W18	26.10.1998	Recovery intimation order for increased rate of subscription for gratuity and provident fund
Ext.W19	27.09.1999	Promotion Order by REC
Ext.W20	13.10.1999	Appointment Order by REC
Ext.W21	24.01.2000	Salary increment order – proceedings by REC
Ext.W22	01.10.2001	Promotion Order
Ext.W23	02.01.2002	Circular all regular employee with periodical increment certificate
Ext.W24	2003-2004	Series of pay bills issued by the REC
Ext.W25	25.11.2005	Approval of 50% allowance with basic pay by REC
Ext.W26	01.08.2007	Financial upgradation pay order to employee
Ext.W27	14.11.2006	Pay commission order in favour of the employee
Ext.W28	2006	Series of pay bills
Ext.W29	28.07.2008	Peace Committee – Talk Report
Ext.W30	05.09.2008	Office Memorandum
Ext.W31	10.10.2008	Annual Increment
Ext.W32	12.10.2009	Minutes of Executive Committee
Ext.W33	09.06.2009	Salary Certificate series
Ext.W34	22.07.2011	The Voluntary Retirement order issued to the employee by the authority
Ext.W35	23.09.2011	The order of selection grade
Ext.W36	-	List of person working under the institution
Ext.W37	04.06.2012	Retirement Relieving Order
Ext.W38	20.07.2013	Our Association demands – raised under 2(a) of the Industrial Dispute Act
Ext.W39	08.01.2014	Reply before the Labour Commissioner
Ext.W40	13.02.2014	Additional demands of our Association
Ext.W41	21.10.2014	Another reply before the Labour Commissioner

Ext.W42	31.07.1985	Appointment of Server and Cleaner Orders in E/84/85 by the P.R.E.C. Trichy
Ext.W43	13.02.1989	Appointment as N.M.R. Assistant Cook on the Mess Order in R.C. No. A2/2792/89 by the P.R.E.C. Trichy
Ext.W44	04.03.1991	Notification with Interview Letter
Ext.W45	12.02.1991	Interview Notice Order in RECT/RECH/Estt./91 R.E.C. Hostel, Trichy
Ext.W46	17.06.1992	Call for the employment office letter R.E.C. Series
Ext.W47	30.07.1992	Temporary appointment orders alongwith employment call letters
Ext.W48	16.12.1992	Temporary appointment order
Ext.W49	20.01.1995	Recommendation of the M.P. letter

On the Management's side

Ext.No.	Date	Description
Ext.M1	12.09.1963	The Tiruchirappalli Regional Engineering College Society Recruitment and Service Rules
Ext.M2	1988	Special Adhoc Rules for the non-teaching administrative technical and non-technical members of the staffs of REC, Tiruchirappalli
Ext.M3	Oct. 2000	Gross Pay of the Helper in Regional Engineering College
Ext.M4	Oct. 2000	Average Gross Pay for Mess Employees for the month of 2000
Ext.M5	12.10.2000	Auditor's Report regarding Hostel Account
Ext.M6	2005 onwards	Board of Governance under Item No. 5,6,7,8,9,10,19,20,21,23,28,31,32 and 33
Ext.M7	April, 2007	Average Gross Pay for Mess Employees for the month of 2007
Ext.M8	06.06.2007	Provisions of the National Institute of Technology Act, 2007
Ext.M9	02.05.2009	Minutes of Mess Employees Pay Fixation Committee Meeting
Ext.M10	27.05.2009	Committee Recommendation and Director Approval as Ex-Officio of Chief Warden
Ext.M11	11.06.2012	Proceeding No. F19-13/2008 TS III issued by the Government of India addressed to the Director
Ext.M12	25.08.2012	Complaint submitted by the Hostel Students
Ext.M13	06.09.2012	Complaint submitted by the Hostel Students
Ext.M14	05.10.2012	Consent letter submitted by the Mess Employees numbering 72 in numbers
Ext.M15	15.10.2012	Proposal for closure of Institute Mess, outsourcing of the said Mess and re-deployment of Mess workers
Ext.M16	01.09.2014	Pay structure for Hostel Office Staff
Ext.M17	Nov. 2014	Average Gross Pay for Mess Employees for the M/o 2014
Ext.M18	18.12.2014	Expenditure statement for the year 2014-2015 for Hostel
Ext.M19	30.12.2014	Representation submitted from the Students Counsel
Ext.M20	17.11.2015	Hostel Office Order authorizing Dr. A. Sreekanth, Convener of Hostel to submit Proof Affidavit/Counter Affidavit on behalf of the Chief Warden, NIT Hostels Trichy.

नई दिल्ली, 2 मई, 2016

का.आ. 878.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत संचार निगम लिमिटेड, सहारनपुर के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, दिल्ली के पंचाट (संदर्भ सं. 113/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28.04.2016 को प्राप्त हुआ था।

[सं. एल-40012/110/2011-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 2nd May, 2016

S.O. 878.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (ID No. 113/2012) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Bharat Sanchar Nigam Limited, Saharanpur and their workmen, which was received by the Central Government on 28.04.2016.

[No. L-40012/110/2011-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT - II, DELHI

Present:- Shri Harbansh Kumar Saxena

ID.No. 113/12

Sh. Nasir Khan S/o Sh. Shaboora Khan,
C/o Sh. Faizal Khan, Khan Alampura,
Dehradun Chowk,
Saharanpur(U.P.).

Vs.

The General Manager,
Bharat Sanchar Nigam Limited,
Mission Compound,
Saharanpur (U.P.)

AWARD

The Central Government in the Ministry of Labour Vide Letter No. L-40012/110/2011(IR(DU) dated 12.03.2012 referred the following Industrial Dispute to this Tribunal for adjudication :-

“Whether action of the management of department of telecommunications (now BSNL) Sharanpur, (Telegraph Engineering Division) in terminating the services of workman, Shri, Nasir Khan w.e.f. 10.10.1987, without complying with section 25(F) (G)(H) is legal and Justified? What relief workman is entitled to?

On 23.03.2012 reference was received in this Tribunal. Which was register as I.D No.113/2012 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 17.08.2012. Where-in he prayed as follows:-

It is, therefore, prayed that the management may kindly be persuaded to reinstate the services of the workman with full back wages alongwith other service benefits of the workman and continuity of services.

It is further prayed that the management may kindly be directed to pay the all due salary of the workman to the workman alongwith overtime, bonus and other benefits since 1990 till the reinstatement of service of the workman , in the interest of justice,.

It is further prayed that the management may kindly be directed to compensate the workman for loss of his hand.

Pass any other or further order (s) & relief (s) which this Hon’ble forum may deem fit and proper in favour of the workman and against the management, in the interest of justice.

Against claim statement management filed written statement on 2.5.2013. Through which it prayed as follows:-

“It is respectfully prayed that the Hon’ble Tribunal be pleased to dismiss the claim of the workman and give its award accordingly.

My Ld. Predecessor, on 2.5.2013 framed following issues:-

1. Whether order dated 30.09.1992 passed by Central Administrative Tribunal Operates as res-judicata?
2. As in terms of reference.

Workman filed his affidavit in his evidence on 27.08.2013.

Who tendered his affidavit on 25.10.13 through his examination-in-chief. He was also cross-examined and his cross-examination concluded on 25.10.2013. Thereafter Workman closed his evidence .

Management filed affidavit of MW on 11.04.2014 .

On 12.08.2014 MW1 Sh. Om Prakash tendered his affidavit.

He was cross-examined on 27.01.2015 and his cross-examination was concluded.

Thereafter, Management closed its evidence.

On 5.10.2015 workman filed written arguments. Copy of which supplied to Ld. A/R for the management.

Fixed 13.11.2015 for written arguments by management.

In the light contention and counter contentions mentioned in written arguments. I perused the pleadings of claim statement , written statement as well as issues and evidence of parties including principles laid down in the cited rulings in the written arguments.

My Issue wise is follows:

Finding on Issue No. 1 “Whehter order dated 30.09.1992 passed by Central Administrative Tribunal Operates as per res-judicata” is as follows:-

It is admitted fact that workman alongwith other workmen filed writ-petition no. 513 of 1991 in Hon’ble S.C. On the basis of which matter of workmen have been sent to Hon’ble C.A.T, New Delhi vide order dated 26.04.1991 passed by Hon’ble S.C. Hon’ble C.A.T New Delhi decided it on 30.09.1992.

Copy of judgement of aforesaid case was sent to management for compliance.

Hon’ble C.A.T through its interim order dated 30.09.1992 gave the following directions to the management:-

“...the respondents shall consider engaging them as casual labourers if vacancies are available in preference to their juniors and outsiders.”

After aforesaid order management gave following intimation to the workmen in compliance of the aforesaid order:-

“If there arises any vacancy in future the case of applicant workmen shall be considered.”

It is admitted fact that neither party has challenged the order dated 30.09.1992 passed by Hon’ble C.A.T, New Delhi therefore aforesaid order has become final.

Moreover Hon’ble C.A.T is superior to this Tribunal.

So this Tribunal is barred to adjudicate the questions of determination mentioned in the schedule of reference sent to this Tribunal for adjudication on the basis of principle of Res-judicata.

On the basis of aforesaid discussions I am of considered view that Issue No1 is liable to be decided against workman and in favour of management. Which is accordingly decided.

FINDING ON ISSUE NO.2

“As in terms of reference”.

After my findings on Issue No.1 and decision on it there is no need to decide issue No. 2 as trial on issue no.1 is barred on the basis of principle of res-judicata.

Issue no. 2 is accordingly decided.

Reference is liable to be decided against workman and in favour of management and claim statement is liable to be dismissed.

Which is accordingly decided. Claim statement is accordingly dismissed.

Award is accordingly passed.

Dated:-11/4/2016

HARBANSH KUMAR SAXENA, Presiding Officer

नई दिल्ली, 2 मई, 2016

का.आ. 879.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन इंस्टिट्यूट ऑफ पेट्रोलियम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, दिल्ली के पंचाट (संदर्भ सं. 54/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28.04.2016 को प्राप्त हुआ था।

[सं. एल-42011/36/2009-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 2nd May, 2016

S.O. 879 .—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (ID No. 54/2009) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Indian Institute of Petroleum and their workmen, which was received by the Central Government on 28.04.2016.

[No. L-42011/36/2009-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM-LABOUR-COURT - II, DELHI

Present:- Shri Harbansh Kumar Saxena

ID.No. 54/09

Sh. Vijay Kumar Sharma,
S/o Sh. J.N. Sharma,
Vill. & P.O. Shamshergarh,
Dehradun, Uttarakhand.

Vs.

The Director,
Indian Institute of Petroleum,
Mohkampur,
Dehradun.

AWARD

The Central Government in the Ministry of Labour Vide Letter No. L-42011/36/2009 IR(DU)) dated 28.08.2009 referred the following Industrial Dispute to this Tribunal for adjudication :-

“Whether the action of the management of Indian Institute of Petroleum, Dehradun, in disengaging Sh. Vijay Kumar Sharma w.e.f 14.04.1987 is legal and justified? If not what relief the workman is entitled to?

On 18.09.2009 reference was received in this Tribunal. Which was register as I.D No.54/2009 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 9.12.2009. Where-in he prayed as follows:-

“Considering the above facts the Hon’ble Court is requested to Adjudicate the case and award the following relief to the applicant.

- a) Applicant be reinstated on the basis of continuity.
- b) Applicant be awarded benefits of wages and other benefits from the date of termination till the date of reinstatement.
- c) Any other relief deemed fit by the Hon’ble Court.

Against claim statement management filed written statement on 5.4.2010. Through which it prayed as follows:-

“This Hon’ble Tribunal may be pleased to dismiss the claim of the workman with costs and pass any such other or further order or orders as may be deemed fit and proper under facts and circumstances.

Against which workmen filed rejoinder on 9.7.2010. Through which he reaffirmed the contents of claim statement.

My Ld. Predecessor has not farmed any issues but proceeded to decided this I.D on the basis of question of determination mentioned in schedule of reference.

Workman in support of his case filed his affidavit on 12.08.2011. Workman tendered his affidavit on 14.6.2013 and same day he was cross-examine by Ld. A/R for the management.

Statement of examination –in-chief and cross-examination is as follows:-

I tender my affidavit as evidence which is Ex. WW1/A . Alongwith his affidavit . I reply on appointment letter dated 13.09.1984, which document is Exh. WW1/1 . This document may be read in support of my affidavit.

XXX:-By Sh. C.B.N. Babu, A/R for the management.

Ex. WW1/M1 was served upon me. Ex. WW1/M2 was also received by me.

Ex. WW1/M3 bears my signature at point A. Vol. It was written by me at the instance of Sh. Krishan Chander, Section Officer in Accounts Section of the management. Ex. WW1/M4 was also served upon me. Ex. WW1/M5 was delivered to me by the Management. It is incorrect that the management relieved me from my duties on 28.06.1985. Vol. I was relieved from my duties on 14.04.1987.

It is incorrect that I was absent from my duties from 19.09.1984 to 28.06.1985. It is incorrect that I am not entitled to relief of reinstatement in service. It is further incorrect that my claim is false. It is incorrect that I have not worked with the management upto-14.04.1987 as claimed by me. Experience certificate Ex. WW1/M5 was given to me by the management of their own and not on my demand. I had not raised any written objection when certificate Ex. WW1/M5 was delivered to me by the management. It is incorrect that this certificate was given to me on my demand.

Management in support of its case filed affidavit of Sh. Mukesh Kumar on 27.3.2012.

Sh. Mukesh Kumar tendered his affidavit on 21.1.2014 and same day he was cross-examine by Ld. A/R for the workman.

I tender in evidence my affidavit Exht. MW1/A. Which bears my signature at point A and B. I reply upon my documents Exh. MW1/1 and MW1/4.

XXX:- By Sh. P.C. Pant, Ld. A/R for the workman.

I am serving my management 27th June, 2005. I am well conversant with the case of workman. My knowledge is based on record. Yes I have seen the file as per record they are given in this case file. I recognize appendix S,B, F , G, I filed by the management in the various lower courts. I have read the statement of Sh. Sudhir Singhal Director, which was filed before the Presiding Officer, Labour Court Dehradun.

I am also recognize the reply filed by Dr. R.Krishna in the Labour Court, Dehradun. The vacancy was advertised in the news paper for as well as in the employment exchange and the names were asked PCR is still existing.

Q. Whether Sh. G.C Bahuguna is still serving in the IIP Institute in 1984 to 14.4.1987?

A.No.

Q.When worker was retrenched he was given notice pay etc?

A. No he was not retrenched so no question of paying notice pay arise. Vol. stated that he was relieved.

It is correct that workman Vijay Kumar Sharma worked in management more than 240 days continuously. Workman was employed temporarily in PCRA project originally Vijay Kumar was employed for a period of six months project was extended for a period of 3 years. So his services were extended for a period of 3 months. He was not extended for more period in service. He was relieved thereafter. It is incorrect to suggest workman Vijay Kumar Sharma was remained in management for a period of one year probation. Thereafter he has been made permanent.

It is incorrect to suggest that Sh. Vijay Kumar was appoint against permanent vacancy.

Q. Whether you provide avocation to the individuals?

A. Appointed are made by CSIR

Q. What was the period of probation of workman in your department?

A. One Year.

Q. Whether vacancy of category in which Vijay Kumar was working is still exists in your organization.

A. No.

It is incorrect to suggest that Sh. Vijay Kumar Sharma was illegally retrenched by management.

After that management closed its evidence.

On 7.8.2014 workman tendered his two additional affidavit alongwith documents in his evidence.

His statement of re-examination-in-chief are as follows:-

I tender my additional affidavit dtd. 2.6.2014 which bears my signatures at point A and B.

Contents of affidavit are true and based on my personal knowledge. Additional affidavit Exh. WW1/B.

I also tender my affidavit dtd. 4.6.2014 which bears my signature at point A and B. Contents of my affidavit are true and based on my personal knowledge. Alongwith this affidavit I annexed letter address to V.K. Sharma technician dtd. 6.5.1986 which is attested by notary public on 4.6.2014. Letter is marked Ex.WW1/2. Another annexure is letter dtd. 4.5.87 addressed to Administrative Officer IIP Dehradun. This letter is sent to administrative officer by me. Copy of letter is attested by notary public 4.6.2014 which is marked WW1/3.

Workman was partly cross-examined on 28/11/2014. His statement of cross-examination is as follows:-

It is incorrect to suggest that contents of affidavit are not based on my personal knowledge and which are false and concocted.

On 17.11.2015 workman was further cross-examined. His statement of cross-examination is as follows:-

Management has provided written appointment letter copy of which filed on record in this Tribunal.

It is incorrect to suggest that I filed copy of certificate which has been obtained by me from management office with convince of management office.

It is also incorrect to suggest that aforesaid certificate is forged and fabricated.

It is correct that experience certificate by the same person who gave me appointment letter to me.

I filed required certificate of my experience in management at the time of my appointment.

It is incorrect to suggest that I never worked in management and document filed by me are not fabricated.

Affidavit dated 4.6.2014 has been prepared by my Ld. Advocate on my instruction in which I have directed to written that I was orally restrain by management not to work since 14.04.1987.

If it is not mentioned in aforesaid affidavit then I can assign no reason.

I was paid monthly wage/salary in the pay scale 260-350 salary was obtained by me in the office of management office clerk obtain my signature after received of my salary on pay register.

No salary is pending with management. It is incorrect to suggest that after creating evidence in my favour I find belated claim proceedings.

It is also incorrect to suggest that I filed false claim statement.

I work as technician in management .

Vol. Stated my name was called from employment exchange by management for appointment.

It is incorrect to suggest that I am deposing falsely.

On 27.01.2016 Ld.A/R for the workman orally argued and filed written arguments. Where-in he mentioned as follows:-

POINTS OF ARGUMENTS:-

Joining date 19.09.1984

(As Furnance Technician)

Termination date 14.04.1987

1. Vacancy was existed (Opp. Party Mukesh Kumar Gairola confirmed in XXX examination dt. 21.01.2014)
2. Complete employment procedure was adopted (Refer Opp. Party reply dated 03.03.2010 Parawise reply Para-2, confirms statement)
 - (a) Vacancy was advertised in the News Paper.
 - (b) Names asked from Employment exchange.
 - (c) Test/Interview held by High Powered Committee.
 - (d) Medical of candidates was carried out.
 - (e) All original documents checked before the issue of appointment letter.

- (f) Appointment letter dated 13.09.1984 with PROBATION period of one year and pay scale was issued (Copy of appointment letter submitted in the Court by both the parties) hence opposite party is debarred at this stage to raise this plea.
- (g) As per appointment letter dt. 13.09.1984 (Para 2(X)) applicant was not allowed to apply for service without permission of IIP.
- (h) Vide letter No. 3A (357)/83-per date 06.05.1986 of I.I.P. Mohakampur has informed Sh. V.K. Sharma that action to release the Vacant Posts is being taken up with CSIR. (refer Rebuttal of Applicant/worker dated 08.07.2010 Annexure-'H')
- (i) The opposite party was asked to produce the documents such as attendance registers/muster rolls/wages registers for the duration from 19.09.1984 to 14.04.1987. A reminder was also given to opposite party on 04.09.2013 through this court, but opposite party did not submit any documents, nor gave any satisfactory answer.
- (j) Since the case was pending in various conciliation proceedings/labour court/High Courts, hence there was no delay on the part of worker to in filing the case before this Court.
- (k) The applicant/worker filed the case for conciliation proceedings before the Deputy Labour Commissioner, Dehradun in C.P. Case No. 56 of 1987, dated 13.07.1987 and reference was made to Labour Court, Dehradun in I.D. case for adjudication vide case No. 203/88. Hence there was no delay on the part of worker.
- (l) In their W.S. before Deputy Labour Commissioner Dehradun in C.P. Case No. 56/87 Vijay Kumar V/s Director IIP (copy attached with workers Rebuttal dt. 08.07.2010 Annexure-1 page 21, O.P. has stated that in this case proper authority is ALC (Central).

Total Continuous Service, from 19.09.1984 to 14.04.1987

- (a) Written statement submitted by opposite party in the Labour Court Dehradun in Adjudication Case No. 203/88 between the parties Vijay Kumar Sharma V/s Indian Institute of Petroleum, Mohkampur (para-3(viii), Page-11 of Annexure 'F' documents submitted with rebuttal Application dated 05.04.2010, says total continuous days served for 19.09.1984 to 13.04.1987 (938 days). Also in his XXX Mr. Mukesh Kumar Gairola Section Officer IIP has confirmed having recognised the Annexure 'F' which was filed in Labour Court Dehradun. The C.T.C. obtained from Labour Court, Dehradun have also been submitted with worker's application dated 02.12.2010.
- (b) Sh. Mukesh Kumar Gairola in his affidavit MW1/A in para 8 has also confirmed that Sh. Vijay Kumar Sharma served for more then 240 days (Reference para 8 of MW1/A)
- (c) In his XXX examination page-3 Sh. Mukesh Kumar Gairola also confirmed that Vijay Kumar served for more than 240 days continuously.
- (d) The project PCRA still exist (confirmed in his XXX Page -2 by Sh. Mukesh Kumar Gairola.

Violation of Sec. 25-F of Industrial Disputes, Act, 1947, because worker Vijay Kumar Sharma had more then one year continuous service.

As per the documents submitted by opposite party with the affidavit of evidence of witness Sh. Mukesh Kumar Gairola (MW1/A), EX-MW1/1 Para 2 (III) clearly states that services may be terminated by either of the party with one month's notice, but no notice was given to applicant/worker.

- No retrenchment compensation was paid.
- No charges were levied against the worker.
- No enquiry was held.
- No punishment was given.

Ruling Submitted:-

On Continuous Service of 240 Days

- (a) Cotton Corporation of Indian Ltd. & another V/s State of Rajasthan & others (High Courts of Rajasthan, D.B. Civil Special Appeal (W) No. 784 of 2002, April 8, 2010.

- (b) Bholaram V/s Presiding Officer Labour Court & others (Punjab And Haryana High Court) CWP No. 4784 of 2010 (O & M) June 2, 2011.
- (c) Lachhman Dass V/s Presiding Officer Labour Court, Ambala & others (Punjab and Haryana High Court) CWP No. 1045 of 2011 August 7, 2012.

On industry Status

- (i) Bangalore water supply V/s A, Rajappa
AIR 1978 Supreme Court 548 = 1978 L.A.B. i.c. 467.
- (ii) Indian Institute of Petroleum, Dehradun V/s State of Uttar Pradesh. Through Secretary Labour Department Lucknow.
(Allahabad High Court) Civil Misc. Writ No. 2682 of 1984 August 3, 1984.
- (b) On Probation/Deemed Confirmation
 - (m) Subash Vithal Pise V/s Children's Film Society of India (Bombay High Court) O.O.C. J.W.P. No. 2902 of 1987 April 15, 1998.
 - (ii) Management of Ambanand Estate V/s General Secretary, Kerala and another (Kerala High Court) W.P. (C) No. 21974 of 2004 (N) December 9, 2008.
 - (iii) Ruling On Delay
 - (i) Workmen of PMP Textiles, Combatore V/s Management of PMP Textiles & another (Madras High Court) W.P. No. 13159/1998 D/-3-1-2011.

Ruling on Reinstatement in the Last Year of service.

- Divisional Forest Officer, Forest Division Rewa M.P. & another V/s Leelawati Yadav (Madhya Pradesh High Court) Writ Petition No. 3498 of 2006(S) July 3, 2009.

On Project

1. M.P. Urja Vikas Nigam Ltd. V/s Santosh Kumar Dubey (M.P. High Court) W.P. Nos. 6479 & others, January 20, 2009.

IN VIEW OF ABOVE IT IS PRAYED THAT THE APPLICANT/WORKER BE REINSTATED WITH FULL BACK WAGES AND FULL BACK SERVICE TO BE COUNTED FOR THE PENSION BENEFITS. ALTERNATIVELY HE BE AWARDED RS. 50,00,000/- AS COMPENSATION AMOUNT, SO THAT WITH THE INTEREST OF THE AMOUNT HE CAN LIVE HAPPILY IN HIS OLD DAYS, WITHOUT ANY FINANCIAL PROBLEM.

Ld.A/R for the management filed written argument and sent copy of written statement through registered post.

Written arguments of management are as follows:-

1. It is submitted that the workman was appointed vide Order dt. 13.09.1984 temporarily upto 31.03.1985. Thereafter his services were extended by the Order dt.27.03.1985 for a period of three months w.e.f. 01.04.1985 to 30.06.1985. His services were coterminous with the project and he was relieved of his duties w.e.f. 28.06.1985 strictly in terms of conditions laid in the appointment order. The project was completed on 30.06.1985 and that is why the other temporary appointed Furnace Technician in the project Sh. Girish Chand Bahuguna was also relieved of his duties from IIP w.e.f. 28.06.1985 (A/N) as 29 & 30.06.1985 was holidays. Copy of related document is annexed as Annexure 1. Shri G. C. Bahuguna was appointed as Fitter Grade II on 22.09.1988 on regular basis against an open advertisement.
2. That as per the oral statement of Shri Vijay Kumar Sharma that the other candidates of his batch are absorbed/regularized/still serving in IIP services are absolutely wrong, incorrect and denied. In this connection it is submitted that 3 candidates were appointed in PCRA project on the same terms and conditions as were made applicable to Shri Vijay Kumar Sharma. The other two candidates were namely Shri Bhim Sen and Shri Charanjeet Singh. None of the two candidates were absorbed/regularized or still working in IIP services. Thus Shri Vijay Kumar Sharma made merely bald/evasive statements without substantiating the allegations supported by any valid evidence on record. Copy of proceedings of selection in PCRA project is annexed as Annexure-2
3. That the experience certificate dt. 02.08.1985 was issued to the workman on his own request to add on his credits in the Employment Exchange in the interest of his future employment prospects.

4. That the workman was given no dues certificate from all concerned at the time of relieving of his services and no dues were outstanding against him. Taking advantage of the situation that record pertaining to the workman was not available / traceable with the management the workman is indulging in manipulating and cooked up stories to gain backdoor entry in the service. The Workman has not come with clean hands and not entitled for any relief.
5. That the claim of the workman was filed belatedly and the workman has not approached the proper legal forum immediately after termination. The present reference for industrial dispute under Sec.10 of the Industrial Disputes Act, 1947 is hopelessly barred by limitation and therefore the same is liable to be dismissed.
6. The workman failed to explain the day to day delay in approaching this Hon'ble Tribunal except an evasive statement that the case was pending before several forums. The workman has not explained for any reasons for delay in approaching Deputy Labour Commissioner (CP 56 of 1987, dt. 13.07.1987) while his services were terminated w.e.f. 28.06.1985. Therefore the claim of the workman is liable to be rejected on the ground of delay and laches.
7. That the engagement of the workman was only for a limited period and temporary.
8. That the engagement was coterminous as to the project (PCRA project) in which the workman was engaged temporarily.
9. That the project in which the workman was engaged was accomplished and the project was no more in existence and the services of the workman was accordingly terminated.
10. That the workman never worked beyond 28.06.1985.
11. That the engagement of the workman was not against any regular vacancy and was not as per procedure established under law and was also for a limited period.
12. That the issue with regard to whether CSIR is 'Industry' is still pending in the Hon'ble Supreme Court. (Ref. Para 3 of Reply)
13. It is submitted that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment he would not be entitled for reinstatement or regularization in service or made permanent merely on the strength of such continuance as the original appointment was not made following a due process of selection as envisaged by the relevant Rules. That in view of the landmark Judgment of the Hon'ble Supreme Court titled "State of Karnataka & Ors. Vs. Uma Devi & Ors." reported in 2006 (4) SCC 1 (para 43) the workman is not entitled to be absorbed or made permanent in the service.

In reply to written argument of management. Workman again filed written argument. Through which he reaffirmed his written arguments.

In the light of contentions and counter contentions I perused the pleadings of claim statement, written statement and rejoinder as well as evidence of parties on record including principles laid down in cited rulings by Ld. A/R for the parties and settled law of Supreme Court on the relevant points.

Perusal of which makes it crystal clear that workman of the instant case was employed for a limited period alongwith other workmen of like nature. After expiry of limited period their services were not extended. However it is admitted fact that no retrenchment compensation to workman has been provided by management. Which must be awarded even after pronouncement of judgment of Uma Devi by their lordship of Supreme Court. So workman in the instant case entitled for compensation of Rs. 50,000/- only as per settled law of Supreme Court in following case:-

In Assistant Engineer, Rajasthan Dev. Corporation and Anr Vs. Gitam Singh, (2013)II LLJ 141 Hon'ble Supreme Court has held that reinstatement of workman with continuity of service and 25% back wages was not proper in the facts and circumstances of the case and the compensation of Rs.50,000/-(Rs. Fifty Thousand Only) shall meet the ends of justice. In Jagbir Singh Vs. Haryana State Agriculture Marketing Board & Anr AIR 2009 Supreme Court 3004, Hon'ble Supreme Court held thus "the award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination particularly, daily wages has not been found to be proper by this Court and instead compensation has been awarded." In catena of Judgments, Hon'ble Supreme Court has taken a view that reinstatement is not automatic, merely because the termination is illegal or in contravention of S-25-F of the Industrial Dispute Act. In Talwara Co-operative credit and service society Limited Vs. Sushil Kumar (2008) 9 SCC 486, Hon'ble Supreme Court held thus, "grant of relief of reinstatement, it is trite, is not automatic. Grant of back wages is also not automatic."

Reference is liable to be partly decided in favour of workman and against management and claim statement is liable to be partly allowed. Which is accordingly allowed.

Award is accordingly passed.

Dated:-06.04.2016

HARBANSH KUMAR SAXENA, Presiding Officer

नई दिल्ली, 2 मई, 2016

का.आ.880.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार म्युनिसिपल कारपोरेशन ऑफ दिल्ली के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, दिल्ली के पंचाट (संदर्भ सं. 322/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28.04.2016 को प्राप्त हुआ था।

[सं. एल-42011/63/2011-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 2nd May, 2016

S.O. 880.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (ID No. 322/2011) of the Central Government Industrial Tribunal-cum-Labour Court No. I, Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Municipal Corporation of Delhi and their workmen, which was received by the Central Government on 28.04.2016.

[No. L-42011/63/2011-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

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

ID No.322/2011

Shri Shyam Singh, S/o Shri Ram Singh,
Through MCD General Mazdoor Union,
Room No.95, Barack No.1/10,
Jam Nagar House, Shah Jahan Road,
New Delhi

...Workman

Versus

The Commissioner,
Municipal Corporation of Delhi
Town Hall, Chandni Chowk,
Delhi

...Management

AWARD

Background facts, giving rise to the case is that reference under Section 10(1)(d) of the Industrial Disputes Act (in short the Act) was received by this Tribunal vide letter No.L-42011/63/2011 dated 03.10.2011 referred the following dispute for adjudication under Section 10(2)(a) read with clause 1(d) of the Industrial Disputes Act, 1947(in short the Act):

“Whether the action of the management of Municipal Corporation of Delhi in not paying full wages for the period of suspension, i.e. 07.01.1992 to 21.04.1992 and in imposing penalty of stoppage of four increments with future effect to their workman Shri Shyam Singh, S/o Shri Ram Singh, is legal and justified? What relief the workman is entitled to?

2. It is clear from the statement of claim of the workman that Shri Shyam Singh was initially posted in Shahdara South Zone of Municipal Corporation of Delhi as Mali alongwith co-workers, Shri Ram Kumar, Phool Chand and Hukam Singh. There are allegations that the claimant herein, alongwith the above workmen physically assaulted Shri J.P. Sharma, Assistant Director (Horticulture) as a result of which they were charge sheeted, as is clear from charge sheet (Annexure A). Management also suspended the claimant herein and conducted enquiry against the above workers. Later on, the workmen were reinstated, which is no more the issue before this Tribunal now.

3. It has been averred by the claimant that evidence has not been adduced properly and he was not provided opportunity to defend his case in accordance with law and that the enquiry conducted by the management was against principles of natural justice and was unfair. Case of the management was conducted by a law graduate and the claimant herein was denied opportunity of defence assistance. Matter was also pending before the criminal court during the departmental enquiry on the same issue. However, the court of ACMM, Shahdara vide a judgement dated 18.02.1999 acquitted the claimant herein. The above case is alleged to be false as is clear from the findings recorded by the Magistrate.

4. It is also clear from the record that Deputy Director (Enquiries), Shri Yudhishtar Lal was appointed as Enquiry Officer, whose report is Ex.MW1/W2. Claimant has also specifically taken a stand that departmental proceedings and the criminal case were launched on the same set of facts and in view of the acquittal of the accused, i.e. the claimant herein, there was no question of imposing any punishment by the Disciplinary Authority.

5. Management filed amended written statement and denied all the material averments, particularly preliminary objections regarding maintainability, espousal, not service of demand notice etc. have also been taken. It has been alleged, on merits, that valid domestic enquiry was conducted against the claimant, who was served with statement of charge. Claimant has participated in the enquiry and has availed all opportunities available to him under the rules. There were serious allegations against the claimant and as such, the Disciplinary Authority imposed penalty of 'stoppage of four increments with future effect' upon the claimant after giving him full opportunity of personal hearing and serving show cause notice of the proposed penalty. It is further submitted that penalty imposed by the Disciplinary Authority was much less than the gravity of charges levelled against the claimant. The workman also challenged the said penalty before the Appellate Authority, who after giving a personal hearing, confirmed the penalty. In their reply, there is reference to some judgements of the Hon'ble Supreme Court, ie. Ramna Vs. APSRTC (2005 SC 1417) as well as other judgements wherein view has been taken by the Hon'ble Apex Court that unless punishment imposed by the Disciplinary Authority is shocking to the conscience of the Court/Tribunal, the Court/Tribunal should not normally interfere in such matters. It is not open to the Labour Court or the Industrial Tribunal to take a view that the punishment awarded is shockingly disproportionate to the charges proved. There are some other judgements also which deals with the situation when delinquent employee has approached the court belatedly and not at the earliest. It is necessary to mention here that the court at this stage is not concerned with this aspect of the matter. The question of limitation or delay or laches is not being dealt with at this stage and herein question is only limited in nature, as already discussed above. On merits, the management has denied the averments contained in the statement of claim.

6. On perusal of pleadings, my learned predecessor, vide a order dated 21.03.2012, framed the following issues:

- (i) Whether there existed no industrial dispute for want of espousal by a Union or considerable number of workmen?
- (ii) Whether the enquiry conducted by the management was not just, fair and proper?
- (iii) Whether the punishment awarded to the claimant commensurate to his misconduct?
- (iv) As in terms of reference.

7. Issue No.(i) and (ii) were treated as preliminary issues and claimant was called upon to lead his evidence first. The workman, in order to prove his case against the management examined himself as WW1 and Shri B.K. Prasad as WW2 and also adduced several documents in support thereof.

8. Management, in order to rebut the case of the workman herein, examined Shri R.S. Yadav, Deputy Law Officer, who tendered in evidence various documents.

9. I have heard Shri B.K. Prasad, A/R for the claimant and Shri Sanjeev Yadav, A/R for the management on the preliminary issue.

10. It is clear from perusal of the record that the claimant herein was awarded punishment of stoppage of 4 increments with future effect by the Disciplinary Authority vide a order dated 05.05.1999. Appeal filed by the claimant herein before the Appellate Authority was also dismissed vide a order dated 03.02.2000 as is clear from memo Ex.WW1/4. Same reads as under:

"Shri Shyam Singh, S/o Shri Ram Singh, Mali (C.O.) has filed appeal against the orders dated 05.05.1999 of the disciplinary authority hereby finally inflicting the enquiry of 'stoppage of four increments with future effect'. The C.O. was allowed personal hearing on 01.02.2000.

During the course of personal hearing, the C.O. reiterated the same points which have already been considered by the disciplinary authority while inflicting the above penalty. No new ground/reason has been given which could merit fresh consideration. The inflicted penalty is, therefore, confirmed upon the C.O.. Further action may be taken by the Vigilance Department."

11. It is revealed from the record of enquiry that the main allegation against the workman herein was that on 06.12.1991 at about 2.50 p.m. he assaulted and abused Shri J.P. Sharma, who has since expired in 1992. It is not out of place to mention here that the charge sheets were also served upon Shri Ram Kumar, Shri Phool Chand and Shri Jialal, who have faced joint enquiry with the workman herein. However, Shri Yudhishtar Lal, Enquiry Officer has exonerated Shri Ram Kumar, Phool Chand and Shri Jialal, on the ground that charge against the said workmen have not been proved. He also held that so far as charges against Shri Shyam Singh, Mali is concerned, in view of the evidence on record, the same is held to be proved.

12. It is clear from perusal of the enquiry report that the claimant herein was served with charge sheet alongwith Shri Ram Kumar, Shri Phool Chand and Shri Jialal. It is, further, clear that all the aforesaid workers were placed under suspension vide order dated 07.01.1992 Ex.WW1/2. Thereafter, vide a order dated 22.04.1992 Ex.WW1/3, management reinstated all the above workers, including the claimant herein, Shri Shyam Singh.

13. It is not out of place to mention here that regarding the above incident, FIR No.423/1991 was also lodged against the claimant herein as well as Shri Hukum Singh regarding the same incident for offence under Section 186, 353, 332 r.w. 34 IPC. Admittedly, claimant, herein and Shri Hukum Singh were acquitted by the Ld. MM vide a order dated 18.02.1999. It is pertinent to mention here that in the criminal case also, Shri Gajender Singh has appeared as PW2 and Shri Jamshed Ali as PW3 who are in fact eye witness to the above incident of abuse and assault. Since the above witnesses did not support the case for prosecution regarding hurling of abuses and assault upon Shri J.P. Sharma, as such, the accused were acquitted. No appeal, admittedly, is pending against the said acquittal before any court of law.

14. In the departmental enquiry, Shri Gajender Singh was examined as department's witness (PW1). In his examination in chief, he has named Shri Hukum Singh as a union leader and at the time of the incident, S/Shri Shyam Singh, Ram Kumar, Phool Chand and Jailal were also present that they had slapped Shri J.P. Sharma, Assistant Director (Horticulture) and that Shri Sharma was in his office, all these persons have hurled abuses at him, when the witness was discussing some official matter with Shri Jamshed Ali. He further deposed that Shri Shyam Singh also hurled abuses and climbed on the table and gave two slaps to Shri Sharma. Other persons had bad intentions and they had come alongwith the mob to assist the assault and to support violence.

15. It was strongly urged by Shri B.K. Prasad on behalf of the claimant that no opportunity was given to the claimant, Shri Shyam Singh to cross examine the witnesses, Shri Gajender Singh as well as the other witness, Sri Jamshed Ali (PW2). It was further argued that the entire enquiry was concluded in a single day and opportunity of providing defence assistant to the claimant was also not afforded. In this regard, reference was made to statement of Shri R.S. Yadav, MW1, who was directed to produce entire record in respect of enquiry. The statement of this witness is not of any importance inasmuch as he was not present at the time of enquiry. He was not associated with the departmental enquiry in any manner. It was also urged, in such circumstances, examination of Presenting Officer or the Enquiry Officer could have been of much help.

16. I have carefully gone through the record and there is nothing on record to suggest that the claimant, herein, was given an opportunity to defend his case with the help of a defence assistant. At this juncture, it is appropriate to refer to the CCS (CCA) Rules and Rule 14(8) clearly provides that a delinquent Government servant against whom disciplinary proceedings have been initiated for imposition of major penalty, may not engage a legal practitioner to present the case on his behalf before the Enquiry Officer, unless the Presenting Officer appointed by the Disciplinary Authority is a legal practitioner. However, opportunity is to be given to the delinquent Government servant to engage any other official as his defence representative during the course of enquiry. Any exercise of discretion to the contrary in such cases is likely to be held by the court as arbitrary and prejudicial to the delinquent Government servant. There is nothing on record to suggest that the claimant, herein, was provided any opportunity to engage a defence assistant, as entire evidence was recorded on a single day. Record of enquiry also does not reveal that even an opportunity was given specifically to the claimant herein to cross examine the witnesses, i.e. Shri Gajender Singh(PW1) and Shri Jamshed Ali (PW2). It is further clear from the tone and tenor of the cross examination, [".....xxxxx by the Respondents"], that same does not show which of the respondents cross examined Shri Gajender Singh (PW 1) and Shri Jamshed Ali(PW 2) inasmuch as there were four charge sheeted workmen in the said enquiry. Opportunity to the claimant, herein, was otherwise necessary as main allegations of assault and abuse were against him.

17. Statement of Shri Jamshed Ali (PW2) before the Enquiry Office have also been recorded by the Enquiry Officer in the same manner. There is nothing in his statement to show as to which of the respondents cross examined the said witnesses. These were the only two material witnesses examined by the management to prove the charge of assault and abuse against the claimant herein.

18. I have carefully gone through the report of the Enquiry Officer Ex.MW1/W2 and find that there is no mention of providing opportunity to engage defence assistant to the claimant, herein, nor is there any mention of the fact as to which of the respondents cross examined the witnesses examined by the management to prove the charges. In such a situation, Enquiry Report Ex.MW1/W2 cannot be said to be fair and the same is held to be against the principles of

natural justice. Right of cross examination is an imperative component of nature justice. So is the position with regard to the opportunity of engagement of defence assistant to a delinquent government official during the course of enquiry. Denial of this opportunity to a workman has dealt a crippling blow to the departmental enquiry.

19. During the course of arguments, Shri Prasad also relied upon the fact that the claimant, herein, Shri Shyam Singh has been acquitted by criminal court vide a order dated 18.02.1999 and decision of the criminal court was binding upon the management, who should have reviewed the order of stoppage of four increments and exonerated Shri Shyam Singh of the charges leveled against him. To my mind, there is no force in the contention of the claimant and law on this point is fairly settled by various judgements of the Hon'ble Apex Court.

20. In the case of Deputy Inspector General of Police Vs. S. Samuthiran (AIR 2013 SC 14), Hon'ble Apex Court has dealt with the question as to whether acquittal in a criminal trial has any impact on the departmental proceedings pending against the said employee. After having survey of the case law on the subject, it was observed in para 20 as under;

“Mere acquittal of an employee by a criminal court has no impact on the disciplinary proceedings initiated by the Department. . There may be cases where the service rules provide in spite of domestic enquiry, if the criminal court acquits an employee honourably, he could be reinstated. In other words, the issue whether an employee has to be reinstated in service or not depends upon the question whether the service rules contain any such provision for reinstatement and not as a matter of right.

Acquittal of delinquent even if honourable as such does not in absence of any provision in the service rule for reinstatement, confer right on to claim any benefit including reinstatement. Reason is that the standard of proof required for holding a person guilty by a criminal court and the enquiry conducted by way of disciplinary proceeding is entirely different. In a criminal case, the onus of establishing the guilt of the accused is on the prosecution and if it fails to establish the guilt beyond reasonable doubt, the accused is assumed to be innocent. It is settled law that the strict burden of proof required to establish guilt in a criminal court is not required in a disciplinary proceedings and preponderance of probabilities is sufficient.”

21. To the similar effect, is another latest judgement of Hon'ble Apex Court in the case of Union of India vs. Purshottam (2015 Lab.I.C. 905) in para 13 of the above, it was held as under:

“Acquittal of an employee by a Criminal Court would not automatically and conclusively impact Departmental proceedings. Firstly, this is because of the disparate degrees of proof in the two, viz. beyond reasonable doubt in criminal prosecution contrasted by preponderant proof in civil or departmental enquiries. Secondly, criminal prosecution is not within the control of the concerned department and acquittal could be the consequence of shoddy investigation or slovenly assimilation of evidence, or lackadaisical if not collusive conduct of the Trial etc. Thirdly, an acquittal in a criminal prosecution may preclude a contrary conclusion in a departmental enquiry if the former is a positive decision in contradistinction to a passive verdict which may be predicated on technical infirmities. In other words, the Criminal Court must conclude that the accused is innocent and not merely conclude that he has not been proved to be guilty beyond reasonable doubt.”

22. Thus, it is clear from the ratio of law enunciated in the above cases that the outcome of criminal case based upon similar set of allegations as are in the departmental enquiry, would not necessarily clinch the of departmental enquiry after acquittal of the employee in the criminal case. However, situation would be different when department has taken action against its employee on the basis of judgement of the criminal court and later on in appeal or revision, the judgement was set aside by the higher court, in such a case, question of reinstatement of the workman acquitted or restoring the employee to its original position can certainly betaken care of by the management. But when the enquiry has been held independently to the criminal proceedings, acquittal in criminal case is not of much help. Law is otherwise. Even if a person stood acquitted by criminal court, domestic enquiry can always be held or can continue. Judgements were also cited on behalf of the claimant where contrary view has been taken and same cannot be followed in the face of emphatic pronouncement of Hon'ble Supreme Court in the case of Deputy Inspector General of Police Vs. S. Samuthiran(supra) and Union of India vs. Purshottam (supra).

23. This Tribunal, vide order dated 26.06 held that the enquiry conducted by the management is was not fair and is against principles of natural justice, as a result of which Issue No.(i) and (ii), which were treated as preliminary issue, stood decided against the management and in favour of the workman herein.

24. Thereafter, this Tribunal gave an opportunity to the management to adduce evidence on merits so as to prove the charge of misconduct against the workman herein. Management has not brought any evidence worth the name in support of the charges mentioned in the charge sheet, as a result of which case was heard on merits. Admittedly, no evidence has been adduced by the management after findings has been rendered by this Tribunal vide order dated 26.06.2015 to the effect that the domestic enquiry in the present case is perverse and against principles of natural justice.

25. Now, the vital question which survives for consideration is whether the evidence adduced during the course of domestic enquiry by the management can be taken into consideration so as to decide the allegations made against the workman herein. Constitution Bench of the Apex Court has now finally settled the law in the case of Karnataka State Road Transport Vs. Lakshmiddevamma & Another (2001 Lab.L.C.1777) relating to domestic enquiry wherein ratio of the case in Delhi Cloth Mills case was also considered, and held as under:

“We are, therefore, clearly of opinion that when a case of dismissal or discharge of an employee is referred for industrial adjudication the labour court should first decide as a preliminary issue whether the domestic enquiry has violated the principles of natural justice. When there is no domestic enquiry or defective enquiry is admitted by the employer, there will be no difficulty. But when the matter is in controversy between the parties that question must be decided as a preliminary issue. On that decision being pronounced it will be for the management to decide whether it will adduce any evidence before the labour court. If it chooses not to adduce any evidence, it will not be thereafter permissible in any proceeding to raise the issue. We should also make it clear that there will be no justification for any party to stall the final adjudication of the dispute by the labour court by questioning its decision with regard to the preliminary issue when the matter, if worthy, can be agitated even after the final award. It will be also legitimate for the High Court to refuse to intervene at this stage. We are making these observations in our anxiety that there is no undue delay in industrial adjudication.”

26. It is clear from the above that the Tribunal/Labour Court was called upon to decide the validity of the domestic enquiry conducted by the employer or management and the same is to be tried as preliminary issue and thereafter, if necessary, management was to be given an option to adduce fresh evidence in case enquiry was held to be unfair, perverse or against the principles of natural justice. However, management has to ask for such an opportunity or reserve its right by taking specific plea in the pleadings. It can even also move an application asking for such a right in case findings on the domestic enquiry is ultimately rendered against the management or employer. It has also been ruled in various cases that in case management does not choose to adduce any evidence at that stage, it cannot be allowed to do so at any later stage of the proceedings by filing application for that purpose as it may ultimately result in delay of the case and lead to wrecking of the morale of the workman.

27. Yet in another case Neeta Kaplish vs Presiding Officer Labour Court and Anr. AIR (1999) Lab.I.C.445 that record pertaining to the domestic enquiry would not be considered as ‘fresh evidence’ or ‘material on record’ within the meaning of Section 11A of the Industrial Disputes Act. Thus, it is now not open to the management to rely upon the evidence adduced during the course of domestic enquiry so as to prove the charges of misconduct against the workman herein. This view has been consistently taken by the Hon’ble Supreme Court as well as Hon’ble High Court in various judgements. Therefore, contention of the management that the record of the domestic enquiry be considered on merits as substantive evidence so as to prove the charges against the workman herein is totally devoid of merit and deserves to be rejected.

28. As a sequel to my discussions herein above, it is held that the charge against the workman herein has not been proved and as such the punishment of stoppage of four increments with future effect’ awarded to the claimant cannot legally sustain; as such the order dated 10.03.2000 is, hereby, set aside. It is held that the workman herein is liable to be paid full wages for the period of suspension with effect from 07.01.1992 to 21.04.1992 and is also entitled to monetary benefits suffered due to imposition of the punishment, alongwith all consequential benefits. An award is accordingly passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : April 21, 2016

A.C. DOGRA, Presiding Officer

नई दिल्ली, 3 मई, 2016

का.आ.881.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार नेहरू युवा गोड्डा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, धनबाद के पंचाट (संदर्भ सं. 46/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25.04.2016 को प्राप्त हुआ था।

[सं. एल-42012/04/2014-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 3rd May, 2016

S.O. 881.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (ID Ref. No. 46/2014) of the Central Government Industrial Tribunal-cum-Labour Court No. I, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Nehru Yuva Kendra, Godda and their workman, which was received by the Central Government on 25.04.2016.

[No. L-42012/04/2014-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.1), DHANBAD

IN THE MATTER OF A REFERENCE U/S 10(1) (D) (2A) OF I.D.ACT, 1947.

Ref. No. 46/2014

Parties:-

Management of Nehru Yuva Kendra Sangthan, Godda

And

Their workman

Present:- Sri Ranjan Kumar Saran, Presiding officer

Appearances:

For the Employers. :- Sri Rupak Kumar, Advocate

For the workman. :- Sri D. Mahato, Advocate.

State :-Jharkhand

Industry:-Youth & Sports

Dated. 19/04/ 2016

AWARD

By Order No.L-42012/04/2014-IR (DU), dated 01/05/2014, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Nehru Yuva Kendra Sangathan , Godda in terminating the service of the workman Shri Pintu Mandal, Daily wage w.e.f 30.06. 2010 is just fair & legal? If not to what relief the workman concerned workman is entitled to ?”

1. The case is received from the Ministry of Labour on 22.05.2014. After receipt of the reference, both parties are noticed. The workman files their written statement on 04.06.2014. Thereafter the management files their written statement on 21.08.2014. Rejoinder & Document filed by the parties .
2. The Short point to be decided in the case is whether termination of daily wage employee is proper or not.
3. The case of the workman is the applicant was appointed as sweeper as Daily wage workers on 01.02.1999 and he has given identity Card as well as the name of the applicant entered in the master roll and also issued certificate in this regard. After joining the applicant has been working continuously without any break.
4. It is also submitted by the applicant that he has worked more than 240 days after the year 2000 to year 2008 continuously but on 21.03.2006 applicant gave an application to the management and requested him to give him regular in the post of sweeper Gr.D but the management refused. Thereafter the workman filed a writ petition before the Hon'ble High Court in the WP (S) No. 2911 of 2009 and the Hon'ble High Court passed an order and give liberty to the applicant to raise Industrial Dispute in the appropriate forum. Hence I.D arose.
5. The case of the management is that the Nehru Yuva Kendra is the organization of Govt. of India under Ministry of Youth affairs & Sports New Delhi. The management also submits that there is neither the post of sweeper is sanctioned nor he was appointed against sanctioned post. He was only casual worker as part time for one hour to sweep the floor only. It is further submitted that the workman is neither appointed nor terminated.

6. The management vide order dated 20/05/2015 agree to keep the workman as per previous terms and condition. Such order is extracted below :-

Both parties are present . the management agrees that it will taken the workman as per previous terms and condition from 01.06.2015. The workman agrees . Therefore the management directed to take the workman from 01.06.15 as per the earlier terms.

7. This may be the situation the dispute between the both parties have been settled.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 3 मई, 2016

का.आ. 882.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आंध्रा 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. 56/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.05.2016 को प्राप्त हुआ था।

[सं. एल-12011/18/2015-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 3rd May, 2016

S.O. 882.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 56/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Andhra Bank and their workmen, received by the Central Government on 03.05.2016.

[No. L-12011/18/2015-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

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

Wednesday, the 9th March, 2016

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 56/2015

(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 Andhra Bank and their workman)

BETWEEN :

The General Secretary Andhra Bank Employees Union Old No. 13, New No. 5/6, Mount Poonamallee High Road Devi Nagar, Porur Chennai-600116	:	1 st Party/Petitioner Union
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AND

The Zonal Manager Andhra Bank, Zonal Office 58/1, D.B. Road, R.S. Puram Coimbatore-641002	:	2 nd Party/Respondent
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Appearance:

For the 1 st Party/Petitioner Union	:	Sri S.D. Srinivasan, Authorized Representative
For the 2 nd Party/Management	:	In Person

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No.L-12011/18/2015-IR (B-II) dated 05.05.2015 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the denial of regularization as claimed by Andhra Bank Employees Union in respect of Sri Balamurugan by the management of Andhra Bank, Coimbatore is justifiable? If not so, to what relief the workman is entitled to?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 56/2015 and issued notices to both sides. Both sides have filed claim and counter statement respectively.
3. When the matter came up for hearing today the petitioner has filed memo stating that discussion on the issue regarding declaration of vacancies of subordinate staff is in progress and a positive decision will be taken by the Management shortly and therefore the dispute is not being pressed.
4. Since the petitioner does not want to proceed with the dispute the reference is to be answered against the petitioner.

Accordingly 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 9th March, 2016

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1 st Party/Petitioner Union	:	None
For the 2 nd Party/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, 3 मई, 2016

का.आ. 883.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आंध्रा 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. 49/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.05.2016 को प्राप्त हुआ था।

[सं. एल-12011/11/2015-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 3rd May, 2016

S.O. 883.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 49/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Andhra Bank and their workmen, received by the Central Government on 03.05.2016.

[No. L-12011/11/2015-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI**Wednesday, the 9th March, 2016**Present : K. P. PRASANNA KUMARI**, Presiding Officer**Industrial Dispute No. 49/2015**

(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 Andhra Bank and their workman)

BETWEEN :

The General Secretary : 1st Party/Petitioner Union
 Andhra Bank Employees Union
 Old No. 13, New No. 5/6, Mount Poonamallee
 High Road
 Devi Nagar, Porur
 Chennai-600116

AND

The Zonal Manager : 2nd Party/Respondent
 Andhra Bank, Zonal Office
 58/1, D.B. Road, R.S. Puram
 Coimbatore-641002

Appearance:

For the 1st Party/Petitioner Union : Sri S.D. Srinivasan, Authorized Representative
 For the 2nd Party/Management : In Person

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No.L-12011/11/2015-IR (B-II) dated 28.04.2015 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the denial of regularization as claimed by Andhra Bank Employees Union in respect of Sri Karthikeyan by the management of Andhra Bank, Coimbatore is justifiable? If not so, to what relief the workman is entitled to?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 49/2015 and issued notices to both sides. Both sides have filed claim and counter statement respectively.
3. When the matter came up for hearing today the petitioner has filed memo stating that discussion on the issue regarding declaration of vacancies of subordinate staff is in progress and a positive decision will be taken by the Management shortly and therefore the dispute is not being pressed.
4. Since the petitioner does not want to proceed with the dispute the reference is to be answered against the petitioner.

Accordingly 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 9th March, 2016)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined :

For the 1st Party/Petitioner Union : None
 For the 2nd Party/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, 3 मई, 2016

का.आ.884.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आंध्रा 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. 50/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.05.2016 को प्राप्त हुआ था।

[सं. एल-12011/12/2015-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 3rd May, 2016

S.O. 884.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 50/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Andhra Bank and their workmen, received by the Central Government on 03.05.2016.

[No. L-12011/12/2015-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI**Wednesday, the 9th March, 2016**Present :** K. P. PRASANNA KUMARI, Presiding Officer**Industrial Dispute No. 50/2015**

(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 Andhra Bank and their workman)

BETWEEN :

The General Secretary : 1st Party/Petitioner Union
Andhra Bank Employees Union
Old No. 13, New No. 5/6, Mount Poonamallee
High Road
Devi Nagar, Porur
Chennai-600116

AND

The Zonal Manager : 2nd Party/Respondent
Andhra Bank, Zonal Office
58/1, D.B. Road, R.S. Puram
Coimbatore-641002

Appearance:

For the 1st Party/Petitioner Union : Sri S.D. Srinivasan, Authorized Representative
For the 2nd Party/Management : In Person

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No.L-12011/12/2015-IR (B-II) dated 27.04.2015 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the denial of regularization as claimed by Andhra Bank Employees Union in respect of Sri Rajesh by the management of Andhra Bank, Coimbatore is justifiable? If not so, to what relief the workman is entitled to?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 50/2015 and issued notices to both sides. Both sides have filed claim and counter statement respectively.

3. When the matter came up for hearing today the petitioner has filed memo stating that discussion on the issue regarding declaration of vacancies of subordinate staff is in progress and a positive decision will be taken by the Management shortly and therefore the dispute is not being pressed.

4. Since the petitioner does not want to proceed with the dispute the reference is to be answered against the petitioner.

Accordingly 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 9th March, 2016)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined :

For the 1st Party/Petitioner Union : None

For the 2nd Party/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, 3 मई, 2016

का.आ. 885.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आंध्रा 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. 51/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.05.2016 को प्राप्त हुआ था।

[सं. एल-12011/13/2015-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 3rd May, 2016

S.O. 885.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 51/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Andhra Bank and their workmen, received by the Central Government on 03.05.2016.

[No. L-12011/13/2015-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

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

Wednesday, the 9th March, 2016

Present : K. P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 51/2015

(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 Andhra Bank and their workman)

BETWEEN :

The General Secretary	:	1 st Party/Petitioner Union
Andhra Bank Employees Union		
Old No. 13, New No. 5/6, Mount Poonamallee		

High Road
Devi Nagar, Porur
Chennai-600116

AND

The Zonal Manager : 2nd Party/Respondent
Andhra Bank, Zonal Office
58/1, D.B. Road, R.S. Puram
Coimbatore-641002

Appearance:

For the 1st Party/Petitioner Union : Sri S.D. Srinivasan, Authorized Representative
For the 2nd Party/Management : In Person

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No.L-12011/13/2015-IR (B-II) dated 27.04.2015 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the denial of regularization as claimed by Andhra Bank Employees Union in respect of Sri Pon Sukumar by the management of Andhra Bank, Coimbatore is justifiable? If not so, to what relief the workman is entitled to?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 51/2015 and issued notices to both sides. Both sides have filed claim and counter statement respectively.

3. When the matter came up for hearing today the petitioner has filed memo stating that discussion on the issue regarding declaration of vacancies of subordinate staff is in progress and a positive decision will be taken by the Management shortly and therefore the dispute is not being pressed.

4. Since the petitioner does not want to proceed with the dispute the reference is to be answered against the petitioner.

Accordingly 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 9th March, 2016)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined :

For the 1st Party/Petitioner Union : None
For the 2nd Party/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, 3 मई, 2016

का.आ.886.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आंध्रा बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 52/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.05.2016 को प्राप्त हुआ था।

[सं. एल-12011/14/2015-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 3rd May, 2016

S.O. 886.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 52/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Andhra Bank and their workmen, received by the Central Government on 03.05.2016.

[No. L-12011/14/2015-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

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

Wednesday, the 9th March, 2016

Present : K. P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 52/2015

(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 Andhra Bank and their workman)

BETWEEN :

The General Secretary Andhra Bank Employees Union Old No. 13, New No. 5/6, Mount Poonamallee High Road Devi Nagar, Porur Chennai-600116	:	1 st Party/Petitioner Union
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AND

The Zonal Manager Andhra Bank, Zonal Office 58/1, D.B. Road, R.S. Puram Coimbatore-641002	:	2 nd Party/Respondent
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Appearance:

For the 1 st Party/Petitioner Union	:	Sri S.D. Srinivasan, Authorized Representative
For the 2 nd Party/Management	:	In Person

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No.L-12011/14/2015-IR (B-II) dated 30.04.2015 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the denial of regularization as claimed by Andhra Bank Employees Union in respect of Sri Tamilmani by the management of Andhra Bank, Coimbatore is justifiable? If not so, to what relief the workman is entitled to?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 52/2015 and issued notices to both sides. Both sides have filed claim and counter statement respectively.
3. When the matter came up for hearing today the petitioner has filed memo stating that discussion on the issue regarding declaration of vacancies of subordinate staff is in progress and a positive decision will be taken by the Management shortly and therefore the dispute is not being pressed.
4. Since the petitioner does not want to proceed with the dispute the reference is to be answered against the petitioner.

Accordingly 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 9th March, 2016)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined :

For the 1st Party/Petitioner Union : None
 For the 2nd Party/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, 3 मई, 2016

का.आ. 887.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आंध्रा 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. 53/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.05.2016 को प्राप्त हुआ था।

[सं. एल-12011/15/2015-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 3rd May, 2016

S.O.887.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 53/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Andhra Bank and their workmen, received by the Central Government on 03.05.2016.

[No. L-12011/15/2015-IR (B-II)]

RAVI KUMAR, Desk Officer

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

Wednesday, the 9th March, 2016

Present : K. P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 53/2015

(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 Andhra Bank and their workman)

BETWEEN :

The General Secretary Andhra Bank Employees Union Old No. 13, New No. 5/6, Mount Poonamallee High Road Devi Nagar, Porur Chennai-600116	:	1 st Party/Petitioner Union
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AND

The Zonal Manager Andhra Bank, Zonal Office 58/1, D.B. Road, R.S. Puram Coimbatore-641002	:	2 nd Party/Respondent
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Appearance:

For the 1st Party/Petitioner Union : Sri S.D. Srinivasan, Authorized Representative
 For the 2nd Party/Management : In Person

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No.L-12011/15/2015-IR (B-II) dated 28.04.2015 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the denial of regularization as claimed by Andhra Bank Employees Union in respect of Ms. Shanti by the management of Andhra Bank, Coimbatore is justifiable? If not so, to what relief the workman is entitled to?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 53/2015 and issued notices to both sides. Both sides have filed claim and counter statement respectively.

3. When the matter came up for hearing today the petitioner has filed memo stating that discussion on the issue regarding declaration of vacancies of subordinate staff is in progress and a positive decision will be taken by the Management shortly and therefore the dispute is not being pressed.

4. Since the petitioner does not want to proceed with the dispute the reference is to be answered against the petitioner.

Accordingly 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 9th March, 2016)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined :

For the 1st Party/Petitioner Union : None
 For the 2nd Party/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, 3 मई, 2016

का.आ. 888.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आंध्रा 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. 54/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.05.2016 को प्राप्त हुआ था।

[सं. एल-12011/16/2015-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 3rd May, 2016

S.O. 888.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 54/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Andhra Bank and their workmen, received by the Central Government on 03.05.2016.

[No. L-12011/16/2015-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI**Wednesday, the 9th March, 2016**Present : K. P. PRASANNA KUMARI, Presiding Officer****Industrial Dispute No. 54/2015**

(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 Andhra Bank and their workman)

BETWEEN :

The General Secretary : 1st Party/Petitioner Union
 Andhra Bank Employees Union
 Old No. 13, New No. 5/6, Mount Poonamallee
 High Road
 Devi Nagar, Porur
 Chennai-600116

AND

The Zonal Manager : 2nd Party/Respondent
 Andhra Bank, Zonal Office
 58/1, D.B. Road, R.S. Puram
 Coimbatore-641002

Appearance:

For the 1st Party/Petitioner Union : Sri S.D. Srinivasan, Authorized Representative
 For the 2nd Party/Management : In Person

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No.L-12011/16/2015-IR (B-II) dated 28.04.2015 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the denial of regularization as claimed by Andhra Bank Employees Union in respect of Ms. Maheshwari by the management of Andhra Bank, Coimbatore is justifiable? If not so, to what relief the workman is entitled to?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 54/2015 and issued notices to both sides. Both sides have filed claim and counter statement respectively.
3. When the matter came up for hearing today the petitioner has filed memo stating that discussion on the issue regarding declaration of vacancies of subordinate staff is in progress and a positive decision will be taken by the Management shortly and therefore the dispute is not being pressed.
4. Since the petitioner does not want to proceed with the dispute the reference is to be answered against the petitioner.

Accordingly 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 9th March, 2016)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined :

For the 1st Party/Petitioner Union : None

For the 2nd Party/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, 3 मई, 2016

का.आ. 889.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आंध्रा 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. 55/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.05.2016 को प्राप्त हुआ था।

[सं. एल-12011/17/2015-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 3rd May, 2016

S.O.889.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 55/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Andhra Bank and their workmen, received by the Central Government on 03.05.2016.

[No. L-12011/17/2015-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

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

Wednesday, the 9th March, 2016

Present : K. P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 55/2015

(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 Andhra Bank and their workman)

BETWEEN :

The General Secretary Andhra Bank Employees Union Old No. 13, New No. 5/6, Mount Poonamallee High Road Devi Nagar, Porur Chennai-600116	:	1 st Party/Petitioner Union
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AND

The Zonal Manager Andhra Bank, Zonal Office 58/1, D.B. Road, R.S. Puram Coimbatore-641002	:	2 nd Party/Respondent
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Appearance:

For the 1 st Party/Petitioner Union	:	Sri S.D. Srinivasan, Authorized Representative
For the 2 nd Party/Management	:	In Person

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No.L-12011/17/2015-IR (B-II) dated 27.04.2015 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the denial of regularization as claimed by Andhra Bank Employees Union in respect of Sri Saravanan by the management of Andhra Bank, Coimbatore is justifiable? If not so, to what relief the workman is entitled to?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 55/2015 and issued notices to both sides. Both sides have filed claim and counter statement respectively.

3. When the matter came up for hearing today the petitioner has filed memo stating that discussion on the issue regarding declaration of vacancies of subordinate staff is in progress and a positive decision will be taken by the Management shortly and therefore the dispute is not being pressed.

4. Since the petitioner does not want to proceed with the dispute the reference is to be answered against the petitioner.

Accordingly 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 9th March, 2016)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined :

For the 1st Party/Petitioner Union : None

For the 2nd Party/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, 3 मई, 2016

का.आ.890.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आंध्रा बैंक के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 76/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.05.2016 को प्राप्त हुआ था।

[सं. एल-12011/29/2015-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 3rd May, 2016

S.O. 890.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 76/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Andhra Bank and their workmen, received by the Central Government on 03.05.2016.

[No. L-12011/29/2015-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI**Wednesday, the 9th March, 2016**Present : K. P. PRASANNA KUMARI, Presiding Officer****Industrial Dispute No. 76/2015**

(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 Andhra Bank and their workman)

BETWEEN :

The General Secretary : 1st Party/Petitioner Union
 Andhra Bank Employees Union
 No. 227, Angappa Naichen Street
 Chennai-600001

AND

1. The Zonal Manager : 2nd Party/1st Respondent
 Andhra Bank, Zonal Office
 58/1, D.B. Road, R.S. Puram
 Coimbatore-641002
2. The Branch Manager : 2nd Party/2nd Respondent
 Andhra Bank, Sakkottai Branch
 22, Rajameena Nagar, Needamangalam Main Road
 Sakkottai-612401

Appearance:

For the 1st Party/Petitioner Union : Sri S.D. Srinivasan, Authorized Representative
 For the 2nd Party/1st & 2nd Management : In Person

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No.L-12011/29/2015-IR (B-II) dated 22/29.05.2015 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the demand of the union in seeking regularization of Sri Mageshkumar at Sakkottai branch of from the management of Andhra Bank is justified? If yes, what relief the concerned workman entitled?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 76/2015 and issued notices to both sides. Both sides have filed claim and counter statement respectively.
3. When the matter came up for hearing today the petitioner has filed memo stating that discussion on the issue regarding declaration of vacancies of subordinate staff is in progress and a positive decision will be taken by the Management shortly and therefore the dispute is not being pressed.
4. Since the petitioner does not want to proceed with the dispute the reference is to be answered against the petitioner.

Accordingly 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 9th March, 2016)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined :

For the 1st Party/Petitioner Union : 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, 3 मई, 2016

का.आ.891.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आंध्रा बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 77/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.05.2016 को प्राप्त हुआ था।

[सं. एल-12011/32/2015-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 3rd May, 2016

S.O.891.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 77/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Andhra Bank and their workmen, received by the Central Government on 03.05.2016.

[No. L-12011/32/2015-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI**Wednesday, the 9th March, 2016**Present :** K. P. PRASANNA KUMARI, Presiding Officer**Industrial Dispute No. 77/2015**

(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 Andhra Bank and their workman)

BETWEEN :

The General Secretary
Andhra Bank Employees Union
No. 227, Angappa Naichen Street
Chennai-600001

: 1st Party/Petitioner Union

AND

1. The Zonal Manager
Andhra Bank, Zonal Office
58/1, D.B. Road, R.S. Puram
Coimbatore-641002
- : 2nd Party/1st Respondent
2. The Branch Manager
Andhra Bank, Thanjavur Branch
2854, Maris Corner, Nanjikottai Road
Thanjavur -613001
- : 2nd Party/2nd Respondent

Appearance:

For the 1st Party/Petitioner Union : Sri S.D. Srinivasan, Authorized Representative

For the 2nd Party/1st & 2nd Management : In Person

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No.L-12011/32/2015-IR (B-II) dated 22.05.2015 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the demand of the union in seeking regularization of Shri Devendran at Thanjavur branch of from the management of Andhra Bank is justified? If yes, what relief the concerned workman entitled?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 77/2015 and issued notices to both sides. Both sides have filed claim and counter statement respectively.

3. When the matter came up for hearing today the petitioner has filed memo stating that discussion on the issue regarding declaration of vacancies of subordinate staff is in progress and a positive decision will be taken by the Management shortly and therefore the dispute is not being pressed.

4. Since the petitioner does not want to proceed with the dispute the reference is to be answered against the petitioner.

Accordingly 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 9th March, 2016)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined :

For the 1st Party/Petitioner Union : 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, 3 मई, 2016

का.आ.892.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आंध्रा 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. 82/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.05.2016 को प्राप्त हुआ था।

[सं. एल-12011/30/2015-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 3rd May, 2016

S.O.892.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 82/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Andhra Bank and their workmen, received by the Central Government on 03.05.2016.

[No. L-12011/30/2015-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI**Wednesday, the 9th March, 2016**Present : K. P. PRASANNA KUMARI, Presiding Officer****Industrial Dispute No. 82/2015**

(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 Andhra Bank and their workman)

BETWEEN :

The General Secretary : 1st Party/Petitioner Union
 Andhra Bank Employees Union
 No. 227, Angappa Naichen Street
 Chennai-600001

AND

1. The Zonal Manager : 2nd Party/1st Respondent
 Andhra Bank, Zonal Office
 58/1, D.B. Road, R.S. Puram
 Coimbatore-641002
2. The Branch Manager : 2nd Party/2nd Respondent
 Andhra Bank, Elurpatty Branch
 7/3, 13 Elurpatty South, Elurpatty Village
 Thottiyam Taluk, Trichy District

Appearance:

For the 1st Party/Petitioner Union : Sri S.D. Srinivasan, Authorized Representative
 For the 2nd Party/1st & 2nd Management : In Person

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No.L-12011/30/2015-IR (B-II) dated 18.05.2015 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the demand of the union in seeking regularization of Sri Gnanavel at Elurpatty branch of the management of Andhra Bank is justified? If so, to what relief the concerned workman entitled?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 82/2015 and issued notices to both sides. Both sides have filed claim and counter statement respectively.
3. When the matter came up for hearing today the petitioner has filed memo stating that discussion on the issue regarding declaration of vacancies of subordinate staff is in progress and a positive decision will be taken by the Management shortly and therefore the dispute is not being pressed.
4. Since the petitioner does not want to proceed with the dispute the reference is to be answered against the petitioner.

Accordingly 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 9th March, 2016)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined :

For the 1st Party/Petitioner Union : None
 For the 2nd Party/1st and 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, 3 मई, 2016

का.आ.893.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आंध्रा 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. 83/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.05.2016 को प्राप्त हुआ था।

[सं. एल-12011/31/2015-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 3rd May, 2016

S.O.893.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 83/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Andhra Bank and their workmen, received by the Central Government on 03.05.2016.

[No. L-12011/31/2015-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI**Wednesday, the 9th March, 2016**Present : K. P. PRASANNA KUMARI**, Presiding Officer**Industrial Dispute No. 83/2015**

(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 Andhra Bank and their workman)

BETWEEN :

The General Secretary Andhra Bank Employees Union No. 227, Angappa Naichen Street Chennai-600001	:	1 st Party/Petitioner Union
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AND

- | | | |
|---|---|--|
| 1. The Zonal Manager
Andhra Bank, Zonal Office
58/1, D.B. Road, R.S. Puram
Coimbatore-641002 | : | 2 nd Party/1 st Respondent |
| 2. The Branch Manager
Andhra Bank, Moovalur Branch
Moovalur
Mayiladuthurai-609003 | : | 2 nd Party/2 nd Respondent |

Appearance:

For the 1 st Party/Petitioner Union	:	Sri S.D. Srinivasan, Authorized Representative
For the 2 nd Party/1 st & 2 nd Management	:	In Person

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No.L-12011/31/2015-IR (B-II) dated 01.06.2015 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the demand of the union in seeking regularization of Ms. Abhirami at Moovalur branch of the management of Andhra Bank is justified? If so, to what relief the concerned workman entitled?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 83/2015 and issued notices to both sides. Both sides have filed claim and counter statement respectively.

3. When the matter came up for hearing today the petitioner has filed memo stating that discussion on the issue regarding declaration of vacancies of subordinate staff is in progress and a positive decision will be taken by the Management shortly and therefore the dispute is not being pressed.

4. Since the petitioner does not want to proceed with the dispute the reference is to be answered against the petitioner.

Accordingly 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 9th March, 2016)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined :

For the 1st Party/Petitioner Union : None

For the 2nd Party/1st and 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, 3 मई, 2016

का.आ.894.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आंध्रा बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 117/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.05.2016 को प्राप्त हुआ था।

[सं. एल-12011/52/2015-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 3rd May, 2016

S.O. 894.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 117/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Andhra Bank and their workmen, received by the Central Government on 03.05.2016.

[No. L-12011/52/2015-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI**Wednesday, the 9th March, 2016**Present : K. P. PRASANNA KUMARI, Presiding Officer****Industrial Dispute No. 117/2015**

(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 Andhra Bank and their workman)

BETWEEN :

The General Secretary : 1st Party/Petitioner Union
 Andhra Bank Employees Union
 No. 227, Angappa Naichen Street
 Chennai-600001

AND

1. The Branch Manager : 2nd Party/1st Respondent
 Andhra Bank, Kodambakkam Branch
 4/9, 4th Main Road, United India Colony
 Kodambakkam,
 Chennai-600024
2. The Zonal Manager : 2nd Party/2nd Respondent
 Andhra Bank, Zonal Office
 Chennai-600001

Appearance:

For the 1st Party/Petitioner Union : Sri S.D. Srinivasan, Authorized Representative
 For the 2nd Party/1st & 2nd Management : In Person

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No.L-12011/52/2015-IR (B-II) dated 24/26.08.2015 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the demand of the union in seeking regularization of the services of Sri B. Srinivasan at Kodambakkam Branch by the management of Andhra Bank is justified? If not, to what relief is the concerned workman entitled?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 117/2015 and issued notices to both sides. Both sides have filed claim and counter statement respectively.
3. When the matter came up for hearing today the petitioner has filed memo stating that discussion on the issue regarding declaration of vacancies of subordinate staff is in progress and a positive decision will be taken by the Management shortly and therefore the dispute is not being pressed.
4. Since the petitioner does not want to proceed with the dispute the reference is to be answered against the petitioner.

Accordingly 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 9th March, 2016)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined :

For the 1st Party/Petitioner Union : None
 For the 2nd Party/1st and 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, 3 मई, 2016

का.आ. 895.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आंध्रा 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. 122/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.05.2016 को प्राप्त हुआ था।

[सं. एल-12011/61/2015-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 3rd May, 2016

S.O.895.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 122/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Andhra Bank and their workmen, received by the Central Government on 03.05.2016.

[No. L-12011/61/2015-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI**Wednesday, the 9th March, 2016**Present :** K. P. PRASANNA KUMARI, Presiding Officer**Industrial Dispute No. 122/2015**

(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 Andhra Bank and their workman)

BETWEEN :

The General Secretary : 1st Party/Petitioner Union
Andhra Bank Employees Union
No. 227, Angappa Naichen Street
Chennai-600001

AND

1. The Zonal Manager : 2nd Party/1st Respondent
Andhra Bank, , Zonal Office
Chennai-600001
2. The Branch Manager : 2nd Party/2nd Respondent
Andhra Bank, Nanganallur Branch
3A, 45th Street, Nanganallur
Chennai-600061

Appearance:

For the 1st Party/Petitioner Union : Sri S.D. Srinivasan, Authorized Representative
For the 2nd Party/1st & 2nd Management : In Person

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No.L-12011/61/2015-IR (B-II) dated 14.09.2015 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the demand of the union in seeking regularization of the services of Sri K. Loganathan at Nanganallur Branch by the management of Andhra Bank is justified? If not, to what relief the concerned workman entitled?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 122/2015 and issued notices to both sides. Both sides have filed claim and counter statement respectively.

3. When the matter came up for hearing today the petitioner has filed memo stating that discussion on the issue regarding declaration of vacancies of subordinate staff is in progress and a positive decision will be taken by the Management shortly and therefore the dispute is not being pressed.

4. Since the petitioner does not want to proceed with the dispute the reference is to be answered against the petitioner.

Accordingly 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 9th March, 2016)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined :

For the 1st Party/Petitioner Union : None

For the 2nd Party/1st and 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, 3 मई, 2016

का.आ. 896.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आंध्रा बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 123/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.05.2016 को प्राप्त हुआ था।

[सं. एल-12011/62/2015-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 3rd May, 2016

S.O.896 .—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 123/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Andhra Bank and their workmen, received by the Central Government on 03.05.2016.

[No. L-12011/62/2015-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

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

Wednesday, the 9th March, 2016

Present : K. P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 123/2015

(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 Andhra Bank and their workman)

BETWEEN :

The General Secretary	:	1 st Party/Petitioner Union
Andhra Bank Employees Union		

No. 227, Angappa Naichen Street
Chennai-600001

AND

1. The Branch Manager : 2nd Party/1st Respondent
Andhra Bank, Hasthinapuram Branch
Rajendra Prasad Road, Hasthinapuram
Chennai
2. The Zonal Manager : 2nd Party/2nd Respondent
Andhra Bank, Zonal Office
Chennai-600001

Appearance:

- For the 1st Party/Petitioner Union : Sri S.D. Srinivasan, Authorized Representative
For the 2nd Party/1st & 2nd Management : In Person

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No.L-12011/62/2015-IR (B-II) dated 14.09.2015 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the demand of the union in seeking regularization of the services of Sri Ragunath at Hasthinapuram Branch by the management of Andhra Bank is justified? If not, to what relief is the concerned workman entitled?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 123/2015 and issued notices to both sides. Both sides have filed claim and counter statement respectively.
3. When the matter came up for hearing today the petitioner has filed memo stating that discussion on the issue regarding declaration of vacancies of subordinate staff is in progress and a positive decision will be taken by the Management shortly and therefore the dispute is not being pressed.
4. Since the petitioner does not want to proceed with the dispute the reference is to be answered against the petitioner.

Accordingly 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 9th March, 2016)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined :

- For the 1st Party/Petitioner Union : None
For the 2nd Party/1st and 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, 3 मई, 2016

का.आ. 897.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आंध्रा 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. 2/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.05.2016 को प्राप्त हुआ था।

[सं. एल-12011/81/2015-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 3rd May, 2016

S.O.897.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/2016) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Andhra Bank and their workmen, received by the Central Government on 03.05.2016.

[No. L-12011/81/2015-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI**Wednesday, the 9th March, 2016**Present : K. P. PRASANNA KUMARI, Presiding Officer****Industrial Dispute No. 2/2016**

(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 Andhra Bank and their workman)

BETWEEN :

The General Secretary Andhra Bank Employees Union No. 227, Angappa Naichen Street Chennai-600001	:	1 st Party/Petitioner Union
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AND

- | | | |
|--|---|--|
| 1. The Zonal Manager
Andhra Bank, , Zonal Office
Chennai-600001 | : | 2 nd Party/1 st Respondent |
| 2. The Branch Manager
Andhra Bank, Adyar Branch
30, 1 st Main Road, Adyar
Chennai-600020 | : | 2 nd Party/2 nd Respondent |

Appearance:

For the 1 st Party/Petitioner Union	:	Sri K. Thamaraiselvan, General Secretary
For the 2 nd Party/1 st & 2 nd Management	:	In Person

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-12011/81/2015-IR (B.II) dated 21.12.2015 referred the following Industrial Dispute to the Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the demand of the Union in seeking regularization of the services of Sri Raja at Adyar Branch by the management of Andhra Bank is justified? If not, to what relief is the concerned workman entitled?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 2/2016 and issued notices to both sides. The petitioner has filed Claim Statement and the matter has been posted for Counter Statement of the Respondent.

3. When the matter came up for hearing today the petitioner has filed memo stating that discussion on the issue regarding declaration of vacancies of subordinate staff is in progress and a positive decision will be taken by the Management shortly and therefore the dispute is not being pressed.

4. Since the petitioner does not want to proceed with the dispute the reference is to be answered against the petitioner.

Accordingly 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 date the 9th March, 2016)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined :

For the 1st Party/Petitioner Union : None

For the 2nd Party/1st and 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, 3 मई, 2016

का.आ. 898.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आंध्रा बैंक के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 3/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.05.2016 को प्राप्त हुआ था।

[सं. एल-12011/82/2015-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 3rd May, 2016

S.O. 898.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 3/2016) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Andhra Bank and their workmen, received by the Central Government on 03.05.2016.

[No. L-12011/82/2015-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

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

Wednesday, the 9th March, 2016

Present : K. P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 3/2016

(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 Andhra Bank and their workman)

BETWEEN :

The General Secretary Andhra Bank Employees Union No. 227, Angappa Naichen Street Chennai-600001	:	1 st Party/Petitioner Union
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AND

1. The Zonal Manager : 2nd Party/1st Respondent
Andhra Bank, , Zonal Office
Chennai-600001
2. The Branch Manager : 2nd Party/2nd Respondent
Andhra Bank, Hosur Branch
55/1, Bagalur Road
Hosur -635109

Appearance:

- For the 1st Party/Petitioner Union : Sri K. Thamaraiselvan, General Secretary
For the 2nd Party/1st & 2nd Management : In Person

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. 12011/82/2015-IR (B.II) dated 21.12.2015 referred the following Industrial Dispute to the Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the demand of the Union in seeking regularization of the services of Sri Balamurugan at Hosur Branch by the management of Andhra Bank is justified? If not, to what relief is the concerned workman entitled?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 3/2016 and issued notices to both sides. The petitioner has filed Claim Statement and the matter has been posted for Counter Statement of the Respondent.
3. When the matter came up for hearing today the petitioner has filed memo stating that discussion on the issue regarding declaration of vacancies of subordinate staff is in progress and a positive decision will be taken by the Management shortly and therefore the dispute is not being pressed.
4. Since the petitioner does not want to proceed with the dispute the reference is to be answered against the petitioner.

Accordingly 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 date the 9th March, 2016)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined :

- For the 1st Party/Petitioner Union : None
For the 2nd Party/1st and 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, 3 मई, 2016

का.आ. 899.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आंध्रा बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 4/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.05.2016 को प्राप्त हुआ था।

[सं. एल-12011/83/2015-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 3rd May, 2016

S.O. 899.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 4/2016) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Andhra Bank and their workmen, received by the Central Government on 03.05.2016.

[No. L-12011/83/2015-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

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

Wednesday, the 9th March, 2016

Present : K. P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 4/2016

(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 Andhra Bank and their workman)

BETWEEN :

The General Secretary : 1st Party/Petitioner Union
Andhra Bank Employees Union
No. 227, Angappa Naichen Street
Chennai-600001

AND

1. The Zonal Manager : 2nd Party/1st Respondent
Andhra Bank, , Zonal Office
Chennai-600001
2. The Branch Manager : 2nd Party/2nd Respondent
Andhra Bank, Mambakkam Branch
3/330, Kelambakkam High Road, Mambakkam
Mambakkam
Chennai -600048

Appearance:

For the 1st Party/Petitioner Union : Sri K. Thamaraiselvan, General Secretary
For the 2nd Party/1st & 2nd Management : In Person

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. 12011/83/2015-IR (B.II) dated 21.12.2015 referred the following Industrial Dispute to the Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the demand of the Union in seeking regularization of the services of Sri Dilip at Mambakkam Branch by the management of Andhra Bank is justified? If not, to what relief is the concerned workman entitled?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 4/2016 and issued notices to both sides. The petitioner has filed Claim Statement and the matter has been posted for Counter Statement of the Respondent.
3. When the matter came up for hearing today the petitioner has filed memo stating that discussion on the issue regarding declaration of vacancies of subordinate staff is in progress and a positive decision will be taken by the Management shortly and therefore the dispute is not being pressed.
4. Since the petitioner does not want to proceed with the dispute the reference is to be answered against the petitioner.

Accordingly 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 date the 9th March, 2016)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined :

For the 1st Party/Petitioner Union : None

For the 2nd Party/1st and 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, 3 मई, 2016

का.आ. 900.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आंध्रा 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. 5/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.05.2016 को प्राप्त हुआ था।

[सं. एल-12011/84/2015-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 3rd May, 2016

S.O. 900.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 5/2016) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Andhra Bank and their workmen, received by the Central Government on 03.05.2016.

[No. L-12011/84/2015-IR (B-II)]

RAVI KUMAR, Desk Officer

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

Wednesday, the 9th March, 2016

Present : K. P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 5/2016

(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 Andhra Bank and their workman)

BETWEEN :

The General Secretary Andhra Bank Employees Union No. 227, Angappa Naichen Street Chennai-600001	:	1 st Party/Petitioner Union
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AND

- | | | |
|---|---|--|
| 1. The Zonal Manager
Andhra Bank, , Zonal Office
Chennai-600001 | : | 2 nd Party/1 st Respondent |
| 2. The Branch Manager
Andhra Bank, Padappai Branch
S.No. 540/203, Navasakthi Nagar
Padappai Village
Chennai -601201 | : | 2 nd Party/2 nd Respondent |

Appearance:

For the 1st Party/Petitioner Union : Sri K. Thamaraiselvan, General Secretary
 For the 2nd Party/1st & 2nd Management : In Person

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. 12011/84/2015-IR (B.II) dated 21.12.2015 referred the following Industrial Dispute to the Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the demand of the Union in seeking regularization of the services of Sri R. Vijay at Padappai Branch by the management of Andhra Bank is justified? If not, to what relief is the concerned workman entitled?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 5/2016 and issued notices to both sides. The petitioner has filed Claim Statement and the matter has been posted for Counter Statement of the Respondent.

3. When the matter came up for hearing today the petitioner has filed memo stating that discussion on the issue regarding declaration of vacancies of subordinate staff is in progress and a positive decision will be taken by the Management shortly and therefore the dispute is not being pressed.

4. Since the petitioner does not want to proceed with the dispute the reference is to be answered against the petitioner.

Accordingly 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 date the 9th March, 2016)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined :

For the 1st Party/Petitioner Union : None
 For the 2nd Party/1st and 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, 3 मई, 2016

का.आ.901.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय मेरीटाइम यूनिवर्सिटी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 78/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.05.2016 को प्राप्त हुआ था।

[सं. एल-39025/01/2010-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 3rd May, 2016

S.O.901.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 78/2014) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Indian Maritime University and their workmen, received by the Central Government on 03.05.2016.

[No. L-39025/01/2010-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI**Thursday, the 14th January, 2016**Present : K. P. PRASANNA KUMARI**, Presiding Officer**Industrial Dispute No. 78/2014**

(In the matter of the dispute for adjudication under Sub-Section 2A of Section-10 of the Industrial Disputes Act, 1947 (as amended by Act-24 of 2010 w.e.f. 15.09.2010). between the Management of Ministry of Surface Transport and Indian Maritime University, Chennai and their workman)

BETWEEN :Sri M. Arumugam : 1st Party/Petitioner**AND**

1. The Secretary : 2nd Party/1st Respondent
Ministry of Surface Transport
Government of India
New Delhi-110001

2. The Management of Indian Maritime University : 2nd Party/2nd Respondent
Uthandi
Chennai-600119

Appearance:For the 1st Party/Petitioner : Sri S. Raghupati, AdvocateFor the 2nd Party/1st & 2nd Management : Sri M.R. Raghavan, Advocate**AWARD**

This is an Industrial Dispute taken on file under 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:

The petitioner joined the service of the Second Respondent as a Driver on 11.03.2009. The work was permanent in nature. The petitioner has been discharging his duties to the best of his abilities. He was orally retrenched from service on 29.09.2013. The Respondent has forcefully obtained a letter of resignation from the petitioner and have relieved him from service. Though the petitioner gave a representation to the Second Respondent for withdrawing the letter the Second Respondent did not allow the petitioner to join duty. The petitioner was not given any letter accepting the resignation. The action of the Second Respondent is in contravention of Section-9A of the Industrial Disputes Act. It is against the provisions of the Standing Order of the Second Respondent also. The petitioner was not issued any notice before he was retrenched from service so the retrenchment is against Section-25F of the Industrial Disputes Act also. the petitioner was doing work of a permanent nature and was in continuous service for more than 480 days during a period of 24 calendar months. So he is entitled to the benefit of Section-3 of the Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workman) Act, 1981 and is entitled to be made permanent. The action of the Respondents in retrenching the petitioner is in contravention of Section-33 of the Industrial Disputes Act also as a dispute is pending before the labour authority between the Second Respondent and the Union. The petitioner had filed a petition before the Asstt. Commissioner of Labour. The Respondents did not cooperate with the conciliations proceedings. So the petition is filed before this Tribunal. An order may be passed directing the Respondents to reinstate the petitioner with full backwages, continuity of service and other attendant benefits.

2. The First Respondent has filed counter statement contending as below:

The First Respondent does not come under the definition of industry as contemplated in the Industrial Disputes Act. There is no privity of contract between the petitioner and the First Respondent. The petitioner was not employed under the First Respondent nor was terminated by the First Respondent. The dispute against the First Respondent is not sustainable in law. The First Respondent has been made a party to the proceedings unnecessarily.

3. The Second Respondent has filed Counter Statement contending as below:

The petitioner was appointed by the Indian Maritime University as Driver on contract basis for a period of one year by Memorandum dated 11.03.2009. His service was extended periodically by the Second Respondent every six months. On 24.09.2013 the petitioner submitted his resignation which was accepted and he was relieved from duty. Subsequently, the petitioner was again appointed for a period of six months from 24.09.2014. But the petitioner did not join duty. The dispute raised by the petitioner is not sustainable in law. The petitioner has voluntarily resigned from employment. The claim that he was terminated from service is not correct. It is incorrect to state that incompetent authority had passed order of retrenchment. The allegation that the resignation letter was withdrawn is not correct. So also the case that the Second Respondent had acted in violation of Section-9 of the Industrial Disputes Act and the provisions of Industrial Employment Standing Orders is not correct. There was no victimization of the petitioner as alleged by him also. The petitioner is not entitled to permanent status under Section-3 of Tamil Nadu Industrial Establishments (Conferment of Permanent Status to Workman) Act. The petitioner is not entitled to any relief.

4. The petitioner has filed a rejoinder denying the allegations in the Counter Statement.
5. The evidence in the case consists of oral evidence of WW1 and documents marked as Ext.W1 to Ext.W16.
6. **The points for consideration are:**
 - (i) Whether the petitioner was retrenched from service?
 - (ii) Whether the petitioner is entitled to be reinstated in the service of the Second Respondent? If not, what if any is the other relief to which the petitioner is entitled to?

The Points

7. The petition is filed seeking the relief of reinstatement with backwages, continuity of service and other consequential reliefs.
8. The First Respondent in the petition is the Ministry of Surface Transport. The petitioner has not stated in the Claim Statement how the First Respondent is liable for the claim made. It is the case of the First Respondent that there is no employer employee relationship between it and the petitioner. The petitioners seems to have been employed by the Second Respondent which has nothing to do with the First Respondent. The petitioner has not established in evidence that the First Respondent has got anything to do with the claim. The First Respondent seems to have been made a party to the petition without any basis.
9. The petitioner has claimed that he was in the service of the Respondent (he has not stated under which Respondent he was working) from 11.03.2009 as Driver. It is admitted by the Second Respondent that he was appointed as a Driver on 11.03.2009 for a period of one year. However, according to the Second Respondent it was on contract basis and the period of his employment was being extended every six months. He had continued in service until 24.09.2013.
10. The petitioner has alleged that he was terminated from service by Respondents on 24.09.2013 without any notice. On the other hand, the case of the Second Respondent is that the petitioner has submitted his resignation letter on 24.09.2013 and this was accepted and it was accordingly he was relieved from duty.
11. If actually the petitioner was terminated from service on the basis of a resignation letter submitted by him on 24.09.2013 his case that he was retrenched illegally and unjustifiably will be without any foundation. There is no dispute about the fact that the petitioner had submitted a letter of resignation. The copy of the letter is marked as Ext.W13. The claim that is put forth by the petitioner is that the Respondent forcefully made the petitioner resign from his post. He has got a further case in his Claim Statement that he has subsequently given a representation to the Second Respondent to withdraw his resignation letter but this was not accepted by the Second Respondent.
12. Though the copy of the resignation letter is produced by the petitioner he has not submitted a copy of the representation said to have been made by him to the Second Respondent withdrawing the resignation letter. So there is nothing to show that he wanted to withdraw the letter of resignation.
13. Is there any evidence to establish the case of the petitioner that the letter of resignation was obtained from him by force? In the Claim Statement the petitioner has not even stated which Respondent has forcefully obtained letter of resignation from him. As already stated, the First Respondent has nothing to do with the employment of the petitioner and it could not have played any part in the resignation of the petitioner also. The Second Respondent is described in the Claim Petition as the Management of Indian Maritime University. Any individual or even an Officer is not specified. The petitioner has not stated in the body of the Claim Petition which official or individual is responsible for obtaining a letter of resignation from him by force.
14. The Proof Affidavit filed by the petitioner does not reveal any further information or details regarding the resignation letter allegedly obtained from the petitioner by force. However there is a difference that the affidavit states

that the resignation letter was forcefully obtained by the Second Respondent. The Second Respondent being not an individual or official this also will not show who forced the petitioner to give a resignation letter. The petitioner has not stated on which date the letter of resignation was obtained, for what reason it was obtained or under what circumstances it was obtained. On going through the admission made by the petitioner during his cross-examination, it could be seen that the case that the letter of resignation was obtained from him by force could not be accepted. He has stated that he has given Ext.W13 letter stating that he is resigning from service. He then stated that he has not made any complaint to any authority stating that the resignation letter was obtained by exercising force or threat. Apart from this is the fact that after submitting his letter of resignation he has handed over the key of the residential quarters that was occupied by him. He has stated that this was done on the basis of Ext.W13-the resignation letter, His act of vacating the quarters would reveal that he had submitted letter of resignation voluntarily and it was consequently he had vacated the quarters. The petitioner having admitted that he has given a resignation letter, the burden is heavy upon him to establish that the resignation letter was obtained from him by force. There is only the oral version given by the petitioner in this respect and that is very vague and unacceptable. It is clear from the fact that the petitioner has vacated the quarters consequent to his resignation letter that his resignation was accepted by the Second Respondent. So his case that the resignation was not accepted also has no basis The Claim Petition seems to be the result of an afterthought. The petitioner is not entitled to any relief.

In the result the petition is dismissed. 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 14th January, 2016)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : WW1, Sri M. Arumugam
For the 2nd Party/1st & 2nd Management : None

Documents Marked:

On the petitioner's side

Ex.No.	Date	Description
Ext.W1	11.03.2000	Appointment Order
Ext.W2	11.02.2000	Extension of Service
Ext.W3	26.03.2010	Extension of Service
Ext.W4	25.08.2010	Office Order
Ext.W5	13.09.2010	Allotment of Quarters
Ext.W6	16.09.2010	Extension of Service
Ext.W7	14.02.2011	Certificate
Ext.W8	07.03.2011	Extension of Service
Ext.W9	06.09.2011	Extension of Service
Ext.W10	20.03.2012	Extension of Service
Ext.W11	24.09.2012	Extension of Service
Ext.W12	12.03.2013	Extension of Service
Ext.W13	24.09.2013	Resignation letter
Ext.W14	June 2011 To April 2013	Attendance Register from month of June 2011 to April 2013
Ext.W15	-	Proof of Salary State Bank of India Statement
Ext.W16	23.09.2014	Failure Report, CLC, Chennai-600006

On the Management's side

Ex.No.	Date	Description
		Nil

नई दिल्ली, 3 मई, 2016

का.आ.902.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 66/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.05.2016 को प्राप्त हुआ था।

[सं. एल-12011/21/2015-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 3rd May, 2016

S.O.902.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 66/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Indian Bank and their workmen, received by the Central Government on 03.05.2016.

[No. L-12011/21/2015-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI**Tuesday, the 16th February, 2016**Present :** K. P. PRASANNA KUMARI, Presiding Officer**Industrial Dispute No. 66/2015**

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

BETWEEN :

The General Secretary : 1st Party/Petitioner Union
Indian Bank Employees Union
No. 6, Moore Street, Mannady Corner
Chennai-600001

AND

The Zonal Manager : 2nd Party/Respondent
Indian Bank, Zonal Office
T.K.M. Complex, 46-51, Katpadi Road
Vellore-632004

Appearance :

For the 1st Party/Petitioner Union : Sri J. Thomas Jeyaprabakaran, Authorized Representative
For the 2nd Party/Respondent : M/s Aiyar & Dolia, Advocates

AWARD

The Central Government, Ministry of Labour & Employment, vide its Order No. L-12011/21/2015-IR (B.II) dated 13.05.2015 referred the following Industrial Dispute to this Tribunal for adjudication.

The Schedule mentioned in that order is :

“Whether the action of the management of Indian Bank, Chennai regarding imposing of punishment of “Reduction of pay by two stages in time scale of pay” on the employee Sri D. Pandian is justifiable or not? If not so, to what relief Sri D. Pandian is entitled?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 66/2015 and issued notices to both sides. The petitioner has entered appearance through Authorized Representative and the Respondent through counsel and filed their Claim and Counter Statement respectively. The petitioner filed a rejoinder in reply to the Counter Statement.

3. The dispute has reached the stage of enquiry and the petitioner has marked documents produced on its side, with consent from the Respondent. The case was posted for Respondent's evidence. At this stage, the petitioner has made an endorsement that the workman concerned on whose behalf the dispute was raised does not want to pursue the

matter and therefore the Petitioner Union is not proceeding with the same. What is to be followed on account of this is an award against the petitioner.

4. In view of the above situation 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 16th February, 2016)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined :

For the 1st Party/Petitioner Union : None

For the 2nd Party/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, 3 मई, 2016

का.आ.903.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आंध्रा 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. 15/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.05.2016 को प्राप्त हुआ था।

[सं. एल-12011/106/2015-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 3rd May, 2016

S.O.903.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 15/2016) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Andhra Bank and their workmen, received by the Central Government on 03.05.2016.

[No. L-12011/106/2015-IR (B-II)]

RAVI KUMAR, 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. 15/2016

(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 Andhra Bank and their workman)

BETWEEN :

The General Secretary Andhra Bank Employees Union No. 227, Angappa Naichen Street Chennai-600001	:	1 st Party/Petitioner Union
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AND

1. The Branch Manager Andhra Bank, Namakkal Branch	:	2 nd Party/1 st Respondent
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No. 6/1168A, Paramathi Road
Namakkal-637001

2. The Zonal Manager : 2nd Party/2nd Respondent
Andhra Bank, Zonal Office
168, Linghi Chetty Street
Chennai-600001

Appearance:

- For the 1st Party/Petitioner Union : Sri K. Thamaraiselvan, General Secretary
For the 2nd Party/1st & 2nd Party Management : In Person

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-12011/106/2015-IR (B.II) dated 01.03.2016 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the demand of the Union in seeking regularization of the services of Sri Mani at Namakkal Branch by the Management of Andhra Bank is justified? If not, to what relief is the concerned workman entitled?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 15/2016 and issued notice to both sides. The petitioner has directly entered appearance on receipt of notice.
3. The General Secretary of the Petitioner Union has filed a memo stating that the Union and the Respondent Bank have been discussing the issues and that there will be positive decision regarding the dispute shortly. It is further stated in the memo that the dispute is not being pressed for the above reason. The ID is to be decided against the petitioner in the circumstances.

Therefore, 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 Union : None
For the 2nd Party/1st and 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, 3 मई, 2016

का.आ.904.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आंध्रा बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 13/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.05.2016 को प्राप्त हुआ था।

[सं. एल-12011/103/2015-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 3rd May, 2016

S.O.904.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 13/2016) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Andhra Bank and their workmen, received by the Central Government on 03.05.2016.

[No. L-12011/103/2015-IR (B-II)]

RAVI KUMAR, 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. 13/2016

(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 Andhra Bank and their workman)

BETWEEN :

The General Secretary : 1st Party/Petitioner Union
Andhra Bank Employees Union
No. 227, Angappa Naichen Street
Chennai-600001

AND

1. The Branch Manager : 2nd Party/1st Respondent
Andhra Bank,
No. 262, Arakkonam Branch
Arakkonam-631001
2. The Zonal Manager : 2nd Party/2nd Respondent
Andhra Bank, Zonal Office
168, Linghi Chetty Street
Chennai-600001

Appearance:

For the 1st Party/Petitioner Union : Sri K. Thamaraiselvan, General Secretary
For the 2nd Party/1st & 2nd Management : In Person

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-12011/103/2015-IR (B.II) dated 26.02.2016 referred the following Industrial Dispute to this Tribunal for adjudication.

The Schedule mentioned in that order is:

“Whether the demand of the Union in seeking regularization of the services of Sri Nandakumar at Arakkonam Branch by the Management of Andhra Bank is justified? If not, to what relief is the concerned workman entitled?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 13/2016 and issued notice to both sides. The petitioner has directly entered appearance on receipt of notice.
3. The General Secretary of the Petitioner Union has filed a memo stating that the Union and the Respondent Bank have been discussing the issues and that there will be positive decision regarding the dispute shortly. It is further stated in the memo that the dispute is not being pressed for the above reason. The ID is to be decided against the petitioner in the circumstances.

Therefore, 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 Union : None

For the 2nd Party/1st and 2nd Party 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, 3 मई, 2016

का.आ.905.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 64/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.05.2016 को प्राप्त हुआ था।

[सं. एल-12011/19/2015-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 3rd May, 2016

S.O.905.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 64/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Indian Bank and their workmen, received by the Central Government on 03.05.2016.

[No. L-12011/19/2015-IR (B-II)]

RAVI KUMAR, Desk Officer

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

Tuesday, the 29th March, 2016

Present : K. P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 64/2015

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

BETWEEN :

The General Secretary	:	1 st Party/Petitioner Union
Indian Bank Employees Union		
No. 6, Moore Street, Mannady Street		
Chennai-600001		

AND

The Zonal Manager	:	2 nd Party/Respondent
Indian Bank, Zonal Office		
T.K.M. Complex, 46-51, Katpadi Road		
Vellore-632004		

Appearance :

For the 1 st Party/Petitioner Union	:	Sri J. Thomas Jeyaprabakaran, Authorized Representative
For the 2 nd Party/Respondent	:	M/s. Aiyar & Dolia, Advocates

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-12011/19/2015-IR (B.II) dated 13.05.2015 referred the Industrial Dispute between the above referred parties for adjudication.

The Schedule mentioned in that order is:

“Whether the action of the Management of the Indian Bank regarding imposing the punishment of “be compulsorily retired with superannuation benefits” on Sri S. Sunder is justifiable or not? If not, to what relief Sri Sunder is entitled?”

2. On receipt of the Industrial Dispute, this Tribunal has numbered it as ID 64/2015 and issued notices to both sides. Both sides have entered appearance through their counsel and filed their Claim and Counter Statement respectively. The petitioner has filed a rejoinder in answer to the Counter Statement.

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

The dispute is raised on behalf of S. Sunder who had joined the services of the Respondent Bank as Sub-Staff on 03.11.1995. Sunder was promoted as Clerk in the year 2005. While he was working at Microsate Branch, Vellore as Clerk/Shroff he was issued with Charge Sheet dated 14.03.2012 alleging misappropriation of Bank's money to the extent of Rs. 500/- and also another charge that he was negligent in handling cash. Sunder was placed under suspension and an enquiry was conducted against him. On the basis of the enquiry report the punishment of Compulsory Retirement from Service with superannuation benefits was imposed on him. The appeal filed by the employee was not considered and the punishment was confirmed. The dispute is raised accordingly. The action of the Respondent in imposing the punishment of Compulsory Retirement on Sri Sunder is illegal and unjustified. Sri Sunder had not misappropriated any amount. He had no mala fide intention of misappropriation of any amount also. An order may be passed directing the Respondent to reinstate Sunder in service with backwages and other attendant benefits.

4. The Respondent has filed Counter Statement contending as below:

The contention in the Claim Statement that there was no *mensrea* in removing the Rs. 500/- note is an afterthought. The concerned employee has not been able to justify his action in removing the note. The concerned employee had entered the cash counter of another employee without any reason. He is prohibited from entering into another cash counter unless called upon by the employee manning the cash counter. The employee himself has admitted his lapses. He is not entitled to any relief.

5. The petitioner has filed rejoinder in answer to the Counter Statement.

The evidence in the case consists of oral evidence of WW1 and documents marked as Ext.W1 to Ext.W18.

6. **The points for consideration are:**

- (i) Whether the action of the Respondent in imposing the punishment of compulsory retirement with superannuation benefits on Sri S. Sunder is justified?
- (ii) If not, what if any is the relief to which the employee is entitled?

The Points

7. S. Sunder on whose behalf the dispute is raised was working as Clerk/Shroff at Microsate Vellore Branch of the Respondent Bank at the time when charge sheet on the basis of which an enquiry was conducted and the punishment of compulsory retirement from service with superannuation benefits was imposed on him was served on him. As per Ext.W1 the charge sheet dated 14.03.2012, the first charge against Sunder is that on 13.02.2012 he entered the cash cabin of Valarmathi, the main Cashier of Microsate Vellore Branch and removed a note of Rs. 500/- denomination from a Rs. 500/- section kept behind the Cashier and he did so with the intention of making unfair personal gain. The second charge consists of two limbs. The first part of the charge is that on one occasion on counting the cash handed over to Valarmathi it was found short of a section of Rs. 500/- and on hectic search it was later traced at the cash counter of Sunder. The second part of the charge is that on another occasion there was a shortage of Rs. 2,000/- in the cash handed over by him to Valarmathi on final closing and the amount was traced in the cash counter drawer of Sunder. These two incidents are said to have caused a lot of tension to the other staff members. As per the charge, the acts of Sunder amounted to doing acts prejudicial to the interests of the Bank, gross misconducts under Clause-5(j) of the Memorandum of Settlement on Disciplinary Action and Procedure.

8. Ext.W2 is the reply given by the concerned employee to the Charge Memo. The employee has admitted in the reply that the incidents detailed in the Charge Memo had taken place. He has also tried to detail the circumstances under which the incident on 13.02.2012 has taken place. He has stated in his reply that his colleague, Valarmathi was in the habit of leaving the cash cabin unlocked exposing the cash inside and her person to grave risk. He had told Valarmathi that it is not desirable to leave the cash cabin unlocked even when she remained inside. According to him, on 13.02.2012

Valarmathi had kept the cabin unlocked. When she was going through some record, to make her realize the seriousness and grave consequences of not locking the cash cabin, he had entered the cabin to warn her. She did not even notice his entry. She had left a section of Rs. 500/- note on the cash box placed behind her. To make her realize that it was not proper he had removed one piece of Rs. 500/- note from the section kept on the cash box. He had dropped the piece so removed behind the counting machine so that it could be located without difficulty subsequently. Regarding the second charge, he had stated that he used to handle 150 to 200 transactions a day and during such heavy transactions shortages may occur and the two occasions of the shortage referred to in the second charge were not intentional.

9. During enquiry the concerned employee had pleaded not guilty of the charges against him. The Enquiry Officer had examined four witnesses including Valarmathy. He had entered a finding that the charges are proved. Consequently, the Disciplinary Authority had imposed the punishment of Compulsory Retirement with superannuation benefits on the employee.

10. As could be seen, the incidents referred to in the charge sheet are not denied by the concerned employee. The argument that is advanced before me on behalf of the employee is that there was no mal-intention on his part in his act of 13.02.2012 and it could not be stated that he had done the act with the intention of making unfair personal gain. The Disciplinary Authority has found that the offence committed by the concerned employee is one involving moral turpitude and he is not entitled to continue in service.

11. It is argued on behalf of the concerned employee that if personal gain was his intention his act would not have been in the manner in which it was done. It is apparent from the very charge and also from the evidence in the enquiry proceedings that the concerned employee had entered the cash counter of Valarmathi while she was at the counter. Even as seen from her evidence, she was keeping cash in the cash box which was kept at the right side of the counter. Thus it is clear that in the cash box Valarmathi had placed a considerable amount, in all probability several sections of notes. The concerned employee had removed just a single piece of Rs. 500/- denomination from a section that was kept on the cash box. If his intention was to make unfair gain it was easy for him to remove the entire section itself. Apart from this, it is very much unlikely that the concerned employee would have dared to do such a thing with unfair intention while the CCTV was working to his knowledge. It was on playing the CCTV as requested by Valarmathi to the Manager that the details of the incident has been revealed. The concerned employee seems to have entered the cabin of Valarmathi on more than one occasion. He was able to remove one piece of note from a section without being noticed by Valarmathi. The concerned employee must have been very much aware that all his actions will be recorded by the CCTV and all just for a single note of Rs. 500/- denomination. The concerned employee had joined the Bank in 1995, had worked as Sub-Staff for several years and had been promoted as Clerk in 2005. He had worked as a Clerk upto 2013 without any complaint. His wife is a teacher in Tamil Nadu Government Service. Thus he seems to be financial sound. The concerned employee could not have been foolish enough to do such an act for gain of just Rs. 500/- in the circumstances.

12. It is seen from the evidence during enquiry that Valarmathi used to hand over cash to the concerned employee for counting. The counters of Valarmathi and the concerned employee are not adjacent to each other but separated and at some distance. Valarmathi could not see the counting process carried out by the concerned employee. Even on the date of the incident she had entrusted him with the task of some counting. So it is clear that the concerned employee was beyond any suspicion.

13. The reply to the charge sheet was given by the concerned employee on 04.04.2012. Even at the beginning of the proceedings, in the reply itself the concerned employee had stated under what circumstances the incident had occurred. It is unlikely that the intention was to make unlawful gain. It is true that the note that was removed was dropped by the employee at the counter of Valarmathi itself without informing her that he had removed the note and this is the reason for shortage in the cash of the day. As pointed out at the time of the argument the employee panicked when shortage was reported and it is accordingly he is said to have dropped the note back at the counter rather than telling the main Cashier about what had happened immediately. I am not able to decipher any malafide intention or mensrea in the act of the employee. Regarding the second charge, the shortages referred to in the charge occurred probably out of negligence. Apparently, it was not taken as serious at the time when those happened. Only after the incident on 13.02.2012 these were even reported by the Main Cashier. The concerned employee had admitted them also in spite of the fact that he could have denied them and easily escaped the charge.

14. No doubt, the act committed by the employee is an offence. He had no business to take the extreme step of removing a currency note from the counter of the Main Cashier to tell her that she should be more cautious and vigilant while sitting in the cash counter. However, his act was never for unlawful gain. So he did not deserve to be visited with the extreme punishment of Compulsory Retirement from service. He was not dishonest in his intentions. His act did not cause any prejudice to the Bank. There is no case for the Bank that he was earlier involved in any misconducts. In this background the punishment imposed on the concerned employee has to be modified to a lesser punishment

commensurate with the nature of the misconduct committed by him. The punishment of bringing down to the next lower stage will be sufficient.

15. On the basis of my above discussion, an award is passed as below:

- (i) The punishment of Compulsory Retirement from service imposed on the concerned employee is set aside.
- (ii) The employee shall be reinstated in service within one month of publication of award.
- (iii) The employee shall be brought down to next lower stage in the scale of pay.
- (iv) The employee will be entitled to all the backwages in the lower stage in the scale of pay with all other benefits, payable to him within one month of publication of award, in default of which interest @ 7.5% per annum is payable.

The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 29th March, 2016)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined :

For the 1st Party/Petitioner Union : WW1, Sri S. Sunder
For the 2nd Party/Management : None

Documents Marked :

On the petitioner's side

Ex.No.	Date	Description
Ext.W1	14.03.2012	Charge Sheet issued to the employee
Ext.W2	04.04.2012	Reply in defence
Ext.W3	18.09.2012 and 10.10.2012	Proceedings of the enquiry
Ext.W4	15.02.2012	Letter of L. Valarmathi
Ext.W5	15.02.2012	Letter of Branch Manager to ZO, Vellore
Ext.W6	17.02.2012	Investigation Report of Mr. Kalyanaraman alongwith enclosures
Ext.W7	31.10.2012	Presenting Officers' brief
Ext.W8	19.11.2012	Defence Summing up
Ext.W9	26.12.2012	Enquiry Officer's findings
Ext.W10	09.01.2013	Comments on Enquiry Officer's findings
Ext.W11	16.02.2013	Second Show Cause Notice
Ext.W12	26.02.2013	Reply to Second Show Cause Notice
Ext.W13	09.03.2013	Orders of the Disciplinary Authority
Ext.W14	02.04.2013	Appeal to the Appellate Authority
Ext.W15	01.07.2013	Speaking orders of the Appellate Authority
Ext.W16	01.08.2014	Dispute under Section-2A of ID Act
Ext.W17	03.02.2015	Counter to the dispute
Ext.W18	12.02.2015	Rejoinder to the Counter

On the Management's side

Ex.No.	Date	Description
	Nil	

नई दिल्ली, 3 मई, 2016

का.आ.906.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 68/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.05.2016 को प्राप्त हुआ था।

[सं. एल-12011/107/2014-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 3rd May, 2016

S.O.906 .—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 68/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Indian Bank and their workmen, received by the Central Government on 03.05.2016.

[No. L-12011/107/2014-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI**Tuesday, the 29th March, 2016**Present : K. P. PRASANNA KUMARI**, Presiding Officer**Industrial Dispute No. 68/2015**

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

BETWEEN :

The General Secretary : 1st Party/Petitioner Union
Indian Bank Employees Union
No. 6, Moore Street, Mannady Street
Chennai-600001

AND

The Zonal Manager : 2nd Party/Respondent
Indian Bank, Zonal Office
4, Bharathi Road
Cuddalore-632004

Appearance :

For the 1st Party/Petitioner Union : Sri J. Thomas Jeyaprabakaran, Authorized Representative
For the 2nd Party/Respondent : M/s Aiyar & Dolia, Advocates

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-12011/107/2014-IR (B.II) dated 15.05.2015 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the Management/Zonal Manager, Indian Bank in extending the probation period of Sri S.P. Vinod Kumar, Clerk, Indian Bank, Lalpet Branch was fair, legal and justified? If not so, to what relief the workman is entitled to?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 68/2015 and issued notices to both sides. The First Party entered appearance through Authorized Representative and the Second Party through their counsel and filed Claim and Counter statement respectively. The First Party has filed rejoinder in answer to the Counter Statement.

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

Vinod Kumar, a member of the Petitioner Union joined the services of the Respondent Bank on 24.06.2013 as Clerk. Vinod Kumar was put on probation for a period of six months in terms of the Bipartite Settlement governing the service conditions of the Clerical employees. As per the terms of the Bipartite Settlement, Vinod Kumar should have been confirmed in the services of the Bank on 24.12.2013. Rather than confirming him in service he was served with a letter dated 21.12.2013 intimating him that his probation period is extended by three months due to his “*below satisfactory performance*”. The letter was served on him on 26.12.2013. Alongwith the extension of the probation period the employee was transferred to Lalpet Branch of the Bank also and he joined the Branch on 07.01.2014. As per the Shastri Award probation period can be extended by three months with due notice in writing on obtaining consent. Guidelines were issued by the Personnel Department of the Respondent Bank regarding extension of probation, in tune with the Shastri Award. As per the guidelines, the performance of the employee is to be monitored for a period of two months and the Officers under whom the employee is working should make a report of the same. On the basis of the report the deficiencies are to be pointed out to the employee and he should be advised to show improvement in his performance. This is to be done in the presence of the concerned Officers and is to be noted in the Manager’s diary. If there is no improvement in the performance in spite of the oral advice, at the end of the third month, a letter is to be issued to the probationer pointing out his deficiencies and advising him to show improvement. If there is no improvement in the performance of the petitioner even at the end of the fourth month the confidential report about the probationer is to be sent to the competent authority. These guidelines were not complied with while extending the probation of Vinod Kumar. The Manager of Kattumannarkoil Branch where Vinod Kumar was working was harassing him. The Lalpet Branch Manager did not find anything adverse with the performance of Vinod Kumar. Vinod Kumar was confirmed in service on 24.03.2014 on the basis of the report of Lalpet Branch Manager. The Petitioner Union has requested the Management to confirm Vinod Kumar in service as on the original due date of confirmation but there was no response from the Respondent. The Industrial Dispute is raised accordingly. An award may be passed directing the Respondent to confirm the service of Vinod Kumar from the original due date of confirmation and retransfer him to Kattumannarkoil Branch.

4. The Respondent has filed Counter Statement contending as below:

The dispute does not fall within the definition of Industrial Dispute. Even as per the Shastri Award relied upon by the petitioner, the probation period can be extended by three months provided due notice in writing is given to the employee. The employee Vinod Kumar was informed of his deficiencies in performance of duties orally and he was counseled by the Branch management to improve his efficiency during probation. In appraisal and review of the employee’s performance the Branch Manager as well as the Asstt. Branch Manager were of the view that the employee was slow in his work, not able to complete the task in time, was committing mistakes, was not cooperating with the superiors and was not cordial in his relationship with his colleagues. The employee’s confirmation while at Lalpet Branch was after it was observed by the Branch Manager that he required improvement in the areas of discipline, punctuality and attendance. The petitioner is not entitled to any relief.

5. The petitioner has filed a rejoinder to the Counter Statement in which he has denied the averments in the Counter Statement and has also reiterated his case in the Claim Statement.

6. The evidence in the case consists of documents marked as Ext.W1 to Ext.W8. Oral evidence was not adduced by either side. The Respondent did not mark any documents on its side also.

7. **The points for consideration are :**

- (i) Whether the action of the Respondent in extending the probation period of Vinod Kumar is legal and justified?
- (ii) What if any is the relief to which the employee is entitled?

The Points

8. The dispute is raised by the Petitioner Union on behalf of Vinod Kumar, a Clerk of the Respondent Bank with qualifications of B.E., MBA (Finance) and MBA (HR). He had joined the Bank as a Clerk on 24.06.2013 and was put under probation for a period of six months. At the fag end of the period of probation, he received a letter from the Bank extending his probation for three more months. Ext.W1 is the letter dated 21.12.2013. In the normal course the period of six months of probation should have been over by 24.12.2013 and he should have been confirmed in service on that date. According to the petitioner, Vinod Kumar received the letter extending his period of probation only on 26.12.2013 though the date shown in the letter is 21.12.2013. Alongwith the order extending probation the employee was transferred to another branch of the Bank also. Ext.W2 is the copy of the order relieving Vinod Kumar from Kattumannarkoil Branch for allowing him to join Lalpet Branch to which he was transferred. The employee is aggrieved that his period of probation is extended only to harass him and victimize him by the Branch Manager and that the extension was not in compliance with the Shastri Award nor in accordance with the guidelines given by the Human Resources Department of the Bank regarding extension of probation.

9. Ext.W2 is the letter dated 07.01.2014 written by the concerned employee to the Deputy General Manager of the Zonal Office of the Bank alleging that his probation period was extended on frivolous grounds. Ext.W5 is the letter by the Petitioner Union to the Zonal Manager requesting to confirm the services of Vinod Kumar with retrospective effect without extending the period of probation. In the meanwhile, by Ext.W4 order the Bank has confirmed the services of Vinod Kumar on 24.03.2014.

10. The case of the Respondent in the Counter Statement is that the probation period of Vinod Kumar was extended for sufficient reasons. It is stated in the Counter Statement that the concerned employee was slow in his work, was committing mistakes, was not cooperating with his superiors, was not having cordial relationship with his colleagues, etc. as the reason for extending the period of probation.

11. The petitioner has extracted the relevant portions of the Shastri Award and also the guidelines regarding extension of probation, in the Claim Statement. The authenticity of these are not disputed by the Respondent. The Respondent has stated in the Counter Statement that even as per Shastri Award the Bank is entitled to extend the period of probation by three months if due notice is given in writing to the employee. The Counter Statement does not refer to the guidelines of the Bank as a pre-requisite for extension of probation. As per the Shastri Award the period of probation of an employee is six months and in case of persons whose work is not satisfactory during the period but who are likely to improve and give satisfaction if a further opportunity is given to them the period may be extended for three months provided due notice in writing is given to them and their consent in writing is obtained before extension of their period of probation. In all other cases after expiry of the period of six months probationers should be deemed to have been confirmed unless their services are dispensed with on or before the period of probation.

12. The guidelines formed by the Bank in 1983 for extension of probation of its staff members elaborates the matter and gives further indications on how it is to be given. The conduct and performance of the probationer is to be closely monitored for a period of two months. His performance is to be ascertained from the Officers under whom the probationer is working. If the reports of the probationer are adverse the probationer is to be called, his deficiencies should be pointed out and he should be advised to show improvement in his performance. This is to be done in the presence of the concerned Officers and the same is to be noted in the Manager's diary. If there is no improvement in the performance and conduct of the probationer at the end of the third month in spite of the oral advice, a letter is to be issued to the probationer pointing out his deficiencies and advising him to show improvement. Such letter is to be delivered under the acknowledgement of the probationer and a copy of the letter is to be marked to the Zonal Office, C/o Personnel Department. If there is no improvement in the performance of the probationer even at the end of the fourth month, a confidential report about the probationer pointing out the deficiencies should be sent to the competent authority. The reporting authority should also specifically report whether there is any possibility of the probationer improving his performance in case the period of probation is extended.

13. There is no case for the Respondent nor any documents produced to show that the guidelines referred to above have been complied with in extending the period of probation of Vinod Kumar. There is of course the statement in the Counter Statement that he was orally advised of his deficiencies in performance and he was counseled by the Branch Management. The Counter Statement alleges that the concerned employee was slow in work, he was committing mistakes, not cooperating with his superiors, etc. However, before extending the period of probation the guidelines regarding extension of the period of probation should have been complied with. There is no evidence or even a case for the Respondent that performance of the concerned employee was assessed for the first two months, his deficiencies were pointed out in the presence of the concerned Officers and this was noted in the Manager's diary. There is no case also that at the end of the third month of the period of probation a letter was issued to the concerned employee pointing out his deficiencies and advising him to show improvement. There is no case that a confidential report was sent to the competent authorities pointing out the deficiencies at the end of the fourth month of probation. What the Respondent has done was to send a letter to the concerned employee at the fag end of the probation period stating that he needs improvement in the areas such as job knowledge and intelligence, job performance, work commitment, ability of performance under pressure, relation with customers and discipline and punctuality and creativity. The letter marked as Ext.W1 dated 21.12.2013 is said to have been received by the employee on 26.12.2013 after expiry of the period of six months which is the period of probation. The Respondent has not produced any document to show that the letter of extension was served on the employee at least prior to the expiry of the period of probation. So it is clear that there was no compliance with the guidelines of the Respondent itself while extending the period of probation. It is only natural that the concerned employee who is more qualified, but was forced to join the service of the Respondent probably in particular circumstances was aggrieved by the treatment meted out at the hands of the Bank. The Bank should be more compassionate to the beginners in its service. There was no justification for the extension for the period of probation of the concerned employee. He should be deemed to have been confirmed in service on the original due date of confirmation.

14. Apart from the prayer for confirmation in service on the original due date, there is also a prayer in the Claim Statement that the employee should be re-transferred to the branch in which he was originally working. However, this is

not a subject of reference. Even otherwise the petitioner has not justified its stand for re-transfer of the employee. So this prayer could not be allowed.

In view of my discussion above an award is passed as below:

Vinod Kumar, the concerned employee of the Respondent Bank is deemed to have been confirmed in service on 24.12.2013, the date on which the six months period of probation expired.

The reference is thus answered in favour of the petitioner.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 29th March, 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

Ex.No.	Date	Description
Ext.W1	27.12.2013	Letter addressed to Mr. S.T. Vinod Kumar
Ext.W2	04.01.2014	Relieving letter of Mr. S.T. Vinod Kumar
Ext.W3	07.01.2014	Letter from S.T. Vinod Kumar to Zonal Office, Cuddalore
Ext.W4	24.03.2014	Confirmation letter of Mr. S.T. Vinod Kumar
Ext.W5	10.04.2014	Letter addressed to Zonal Office, Cuddalore
Ext.W6	15.05.2014	Letter addressed to ALC (C), Chennai raising the ID
Ext.W7	24.05.2014	Counter reply given by the Respondent Bank
Ext.W8	19.06.2014	Rejoinder submitted to the Counter

On the Management's side

Ex.No.	Date	Description
	Nil	

नई दिल्ली, 4 मई, 2016

का.आ.907.—राष्ट्रपति, श्री रंजन कुमार सरन, पीठासीन अधिकारी, केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय, धनबाद—I को सौंपे गए केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय, धनबाद—II के पीठासीन अधिकारी का अतिरिक्त प्रभार की अवधि को दिनांक 01.04.2016 से छह माह से आगे की अवधि अथवा नियमित पदधारी के पद ग्रहण करने की तिथि तक अथवा अगले आदेशों तक, इनमें जो भी पहले हो, की अवधि तक बढ़ाते हैं।

[सं. ए-11016/03/2009-सीएलएस -II]

एस. के. सिंह, अवर सचिव

New Delhi, the 4th May, 2016

S.O. 907.—The President is pleased to extend the period of additional charge of the post of Presiding Officer of the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II entrusted to Shri Ranjan Kumar Saran, Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I for a further period of 06 months with effect from 01.04.2016, or till the date of joining of regular incumbent on the post, or until further orders, whichever is the earliest.

[No. A-11016/03/2009-CLS-II]

S. K. SINGH, Under Secy.

नई दिल्ली, 5 मई, 2016

का.आ.908.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ त्रावनकोर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अरुनाकुलम के पंचाट (संदर्भ सं. 47/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05.05.2016 को प्राप्त हुआ था।

[सं. एल-12012/292/2001-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 5th May, 2016

S.O. 908.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 47/2015) of the Ernakulam as shown in the Annexure in the Industrial Dispute between the management of State Bank of Travancore and their workmen, received by the Central Government on 05.05.2016.

[No. L-12012/292/2001-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
ERNAKULAM****Present:** Shri. K. Sasidharan, B.Sc., LLB, Presiding Officer(Thursday the 31st day of March, 2016/11th Chaitra, 1938)**ID 47/2015****(Formerly ID No.88/2001 of Industrial Tribunal, Kollam)**

Workman : Shri George Varghese,
Palackasseril House,
Kalathookadavu,
Erattupetta,
Kottayam District,
Kerala State.
By Adv. Shri Ashok B. Shenoy

Management : The Deputy General Manager,
State Bank of Travancore,
Zonal Office, Padinjarekkara Chambers,
Collectorate,
P.O. Kottayan-2,
Kerala State.
By Adv. Shri C. Anilkumar

This case coming up for final hearing on 15.03.2016 and this Tribunal-cum-Labour Court on 31.03.2016 passed the following:

AWARD

This is a dispute referred by the Central Government as per clause (d) of sub-section(1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (Act 14 of 1947).

2. The dispute referred for adjudication is:

“Whether the action of the management of State Bank of Travancore, Erattupetta branch in imposing punishment of dismissal from service of the Bank with immediate effect on Shri George Varghese, Clerk/Cashier by their order dated 24-7-2000 is justified? If not, what relief the workman concerned is entitled?”

3. The dispute was originally referred before the Industrial Tribunal, Kollam vide reference order No.L-12012/292/2001-IR(B-I) dated 07.12.2001, for adjudication. As per the judgment in WP(C) No.18044/2004 dated 27.02.2015, passed by the Hon'ble High Court of Kerala, the matter was transferred to this Court for adjudication. After the receipt of copy of the judgment in WP(C) No.18044/2004 of the Hon'ble High Court of Kerala, and after the receipt of the case records from the Industrial Tribunal, Kollam, notice was issued to the parties to appear before this Tribunal. On receipt of the notice the workman and the management entered appearance through counsel. The parties had submitted their pleadings before the Industrial Tribunal, Kollam.

4. The contentions in the claim statement filed by the workman in brief are as follows:

While the workman was employed as clerk/cashier at the Erattupetta branch of the management bank, the management issued a memo on 09.12.1998 calling upon him to explain as to why disciplinary action should not be initiated against him for the alleged acts of lapses involving misappropriation and falsification of records in certain accounts maintained at Erattupetta branch. The workman submitted explanation on 16.01.1999 denying the allegations levelled against him. He has explained the true facts and circumstances and pointed out that he has not been provided with copy of the investigation report, based on which the management has issued the memo.

5. The management bank issued a charge sheet dated 12.02.1999 to the workman alleging three different allegations and misconducts under clauses 19.5(d) and 19.5(j) of the First Bipartite Settlement dated 19.10.1966 prevalent in the banking industry and governing the procedure for disciplinary proceedings in the management bank and other banking institutions. The workman submitted an explanation on 13.03.1999 explaining the circumstances and denying the allegations levelled against him. Without considering the explanation submitted by the workman, the disciplinary authority of the management bank ordered an enquiry to be conducted in accordance with the procedure in the Bipartite Settlement. They appointed Shri N. Gopalakrishnan Nair, Chief Manager(Advances) of Kottayam Regional Office of the management bank as enquiry officer and Shri R. Mahadevan, Deputy Manager(Advances) of Changanacherry branch of the management bank as presenting officer. In the enquiry the workman was represented by Shri John Philipose, Special Assistant, Kozhencherry branch of the management bank. The enquiry officer commenced the enquiry on 29.04.1999 and concluded it on 29.10.1999. The enquiry was held in an unfair and unjust manner and in violation of the principles of natural justice. The findings of the enquiry officer dated 26.02.2000 is to the effect that the workman is guilty of charge Nos.1 & 3 in the charge sheet. The enquiry officer has exonerated the workman in respect of charge No.2. Subsequently, the disciplinary authority served a preliminary order dated 09.05.2000 to the workman concurring with the findings of the enquiry officer. They proposed to impose the punishment of 'dismissal from services of the bank with immediate effect' on the workman. They also proposed that the workman will not be eligible for any other terminal benefits except his own contribution to the Employees' Provident Fund. After affording an opportunity of personal hearing as regards the proposed punishment, the disciplinary authority as per final order dated 24.07.2000 confirmed the proposed punishment without considering the submission and representation made by the workman.

6. The workman preferred an appeal before the appellate authority of the management bank on 06.09.2000. The appellate authority rejected the appeal filed by the workman.

7. The entire disciplinary proceedings against the workman is vitiated for the reason that the decision is biased. The punishment imposed by the management is illegal, bad and lacking in material particulars. The workman was not afforded reasonable opportunity to defend his case during the enquiry. Moreover the workman was not allowed to peruse the documents relied on by the management. They did not allow the workman to go through the relevant documents pertaining to the charges and take notes from it. They have not provided a copy of the investigation report prepared by the Regional Office of the management bank, Kottayam. Before submitting explanation to the memo, they have not afforded opportunity to the workman to go through those documents. The enquiry officer marked the documents produced on the side of the management without proper identification and proof. The punishment imposed on the workman is erroneous, against facts, circumstances and evidence on record and probabilities of the case. The management failed to prove that the workman has committed gross misconduct as alleged by them. The punishment of dismissal from service imposed on the workman is illegal and void. The workman has requested to declare that the punishment of dismissal from service of the bank with immediate effect by the management as illegal and unjust and to reinstate him with full back wages, continuity of service and other attendant benefits and such other relief as the Tribunal deems fit, just and proper.

8. The contentions in the written statement filed by the management in brief are as follows:

They have denied all the averments in the claim statement filed by the workman. It is true that the management issued a memo dated 09.12.1998 to the delinquent workman calling for his explanation as to why disciplinary action should not be initiated against him for serious allegations involving misappropriation of money and falsification of records in certain accounts. The workman submitted a reply dated 16.01.1999 denying the allegations. The investigation conducted by the Regional Office is internal communication for the subjective satisfaction of the

disciplinary authority so as to enable him to issue a memo or show cause notice. Copies of all those documents need not be issued to the delinquent workman for the reason that the allegations are explained in the memo. The explanation dated 16.01.1999 submitted by the workman was unsatisfactory. Therefore the management issued a charge sheet dated 12.02.1999 alleging the following charges against him:

- “(i) On 02.09.1998, while you were in charge of the cash receipts counter at the branch, Sri. T. Jijimon, PMRY borrower remitted an amount of Rs.1,400/- for credit of his MTL account No.21/97-98 with the branch along with the cash remittance slip and the relative pass book of the loan account and you received the amount. You yourself posted this amount of Rs.1,400/- in the pass book and the loan account in the ledger entering the date in both as 12.9.98, instead of the correct date of 2.9.98. You managed to get the entries authenticated by the Branch Manager and the pass book was handed over to the borrower. But the remittance was not got entered in the cash receipts scrolls and as such was not accounted for at the branch on that date. Thus the money remitted by the customer on 2.9.98 was misappropriated by you for your personal gains by-passing the Bank's instructions for handling of cash remittances received at Bank's branches.
- (ii) At the time of quarterly balancing of the MTL account as on 25.9.98, when a difference of Rs.1,400 was located by the concerned officials, between the general ledger account and the sum of balances taken from the ledger, you have influenced the officer to strike off the entry of Rs.1,400 posted by you in the account on 2.9.98 dated as 12.9.98 to cover up the misappropriation perpetrated by you. It is also seen that as per the branch records there is no such cash remittance for the credit of this account on 12.9.98, as posted by you in the pass book and in the loan account. The aforesaid act on your part is intended to camouflage the misappropriated item. This is a clear case of falsification of the records of the Bank with fraudulent intention on your part.
- (iii) You have misappropriated an amount of Rs.500/- from an amount of Rs.1,500/- handed over to you by Sri. Saji, proprietor of Madonna Ladies Centre on 22.9.98 for remitting in his cash credit account with the branch. You have remitted only Rs.1,000/- in the cash counter, but you posted the entire amount of Rs.1,500/- in the pass book of the borrower, even though the relative credit voucher and the credit entry in the account were only for Rs.1000/-. By making the wrong credit entry in the pass book you made the borrower believe that the Bank has accounted for the whole amount of Rs.1500/- as revealed by his pass book which did not create any doubt in his mind to think otherwise. However, subsequently an amount of Rs.500/- was remitted by you on 3.10.98 to this account, which was not posted in the pass book. Thus you misappropriated fraudulently this amount of Rs.500/- for 11 days by making the borrower believe that the amount of Rs.1,500/- was accounted and credited to his account on 22.9.98 itself, whereas it was credited in two instalments i.e., Rs.1,000/- on 22.9.98 and Rs.500/- on 3.10.98. The customer was also defrauded with falsified entries in the pass book. The entries in respect of both the remittances were made by you in your own handwriting and authenticated by forged initials of some other person purported to be an authorized official of the branch. In fact, such an initial does not belong to any authorized supervisory official of the branch. In fact, such an initial does not belong to any authorized supervisory official of the branch and it is an imaginary initial invented by you for the fraudulent purpose of making the borrower believe that entry in pass book as correct.”

9. The explanation submitted by the workman was not satisfactory. Hence the management ordered departmental enquiry and appointed Shri N. Gopalakrishnan Nair, Chief Manager(Advances), Zonal Office, Kottayam as the enquiry officer and Shri R. Mahadevan, Deputy Manager(Advances), Changanacherry main branch as the presenting officer. Shri John Philipose a representative of SBT Employees Union was allowed to defend the case on behalf of the workman. The enquiry officer has afforded sufficient opportunity to the workman to substantiate his plea. The enquiry officer has followed the principles of natural justice while conducting the enquiry. During the enquiry the witnesses on the side of the management were cross-examined by the defence representative. Moreover two defence witnesses were examined in the enquiry proceedings. The report was submitted by the enquiry officer after affording sufficient and reasonable opportunity to the workman to substantiate his contentions.

10. After obtaining the enquiry report, copy of the same was served on the employee on 10.03.2000 with a request to submit his comments if any. He has submitted his comments on 18.04.2000. Thereafter the disciplinary authority issued a preliminary order with the proposed punishment. He has submitted explanation to the preliminary order and the disciplinary authority allowed him an opportunity of personal hearing and only after that the disciplinary authority issued the final order dated 24.07.2000 dismissing him from services of the management with immediate effect. Against that order the workman preferred an appeal before the appellate authority. The appellate authority considered the contentions and submissions by the workman. The appellate authority concurred with the findings of the disciplinary authority. The contention of the workman that the enquiry officer has not afforded opportunity to

substantiate his contentions is false and incorrect. He has afforded reasonable opportunity to the workman to substantiate his contentions. Moreover the enquiry officer has followed the principles of natural justice while conducting the enquiry. The allegation that the enquiry officer has not afforded reasonable opportunity to the workman to substantiate his contentions, is false and incorrect. The management imposed the punishment in accordance with clause 19.5 and 19.6 of the First Bipartite Settlement and also under clause 21(iv) of the 6th Bipartite Settlement. The management has requested to uphold their contentions.

11. As per the order dated 27.02.2004 passed by the Hon'ble Industrial Tribunal, Kollam; the enquiry conducted by the management was held to be vitiated. Against that finding the management preferred WP(C) No.18044/2004 before the Hon'ble High Court of Kerala, Ernakulam. As per the judgment in that Writ Petition dated 27.02.2015 the Hon'ble High Court held that the domestic enquiry conducted by the management is valid. The Hon'ble High Court has further observed that the Central Government Industrial Tribunal-cum-Labour Court shall de hors all the observations made on merits in the preliminary order, consider the issue on merits afresh. It is also observed by the Hon'ble High Court that the sustainability of the charges have to be looked into by the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam.

12. After the appearance of the parties through counsel before this Tribunal, the parties have not adduced any additional evidence. Before the Industrial Tribunal, Kollam Ext.M1 file was marked as agreed by the parties. No oral evidence was adduced by both sides. Heard both side.

13. The points arising for consideration are:

- “(i) Whether the management has succeeded in proving the charges levelled against the workman as per the charge sheet dated 12.02.1999?
- (ii) Whether the punishment imposed by the management is illegal and unjust?
- (iii) Whether the punishment imposed by the management is excessive and disproportionate to the charges levelled against the workman?
- (iv) Relief and cost.

14. Point No.(i):-The workman involved in this reference namely Shri George Varghese was employed as a clerk/cashier at the Erattupetta branch of the State Bank of Travancore. On 09.12.1998 the management bank issued a memo calling upon him to submit explanation as to why disciplinary action should not be initiated against him for certain acts of lapses involving misappropriation and falsification of records in certain accounts maintained at the Erattupetta branch of the management bank. The workman has stated that he has submitted an explanation on 16.01.1999 denying the allegations. According to the workman he has explained the facts and circumstances leading to the issuance of charge memo. The workman has stated that he has not been provided with a copy of the investigation report, based on which the management proceeded against him. It is stated that the management issued charge sheet dated 12.02.1999 alleging misconducts under clauses 19.5(d) and 19.5(j) of the First Bipartite Settlement dated 19.10.1966 governing the procedure for disciplinary proceedings. The workman has stated that he has submitted an explanation on 13.03.1999 to the charge sheet; denying the charges and allegations.

15. The management bank appointed an enquiry officer to conduct disciplinary enquiry against the workman. Shri N. Gopalakrishnan Nair, Chief Manager(Advances) of the Regional Office, Kottayam was appointed as the enquiry officer and Shri R. Mahadevan, Deputy Manager(Advances) of Changanacherry branch as the presenting officer. The workman has stated that the enquiry officer conducted the enquiry in an unfair and unjust manner, without affording him reasonable opportunity to substantiate his contentions and also in violation of the principles of natural justice. According to the workman the enquiry is vitiated for the reason that he has not been afforded sufficient opportunity to substantiate his contentions.

16. After obtaining the enquiry report the management served a copy of the same on the workman to make his submissions if any. After considering his submissions in the enquiry report the disciplinary authority issued memo to the workman with the proposed punishment to be imposed and called upon his submissions. The workman has stated that the disciplinary authority did not consider the submissions and representation made by him and passed an order of dismissal from the services of the bank with immediate effect and that he shall not be eligible for any other terminal benefits except his own contribution to the Employees' Provident Fund. Even though the workman submitted an appeal before the appellate authority, it was ended in dismissal.

17. According to the workman the punishment imposed by the management is illegal, unreasonable, unjust, excessive and disproportionate to the facts and circumstances. He would also state that the management proceeded against him only on the basis of suspicion, probabilities, surmises and conjectures. At any rate the workman has stated that the punishment imposed is vague and void. He has stated that the imposition of penalty by way of recovery from pay, denial of terminal benefits and dismissal from service is violative of clause 19.9 of the First Bipartite Settlement.

The workman has requested to set aside punishment order and to reinstate him with back wages and continuity of service.

18. The management has stated that as per the charge sheet dated 12.02.1999 three different sets of imputations were alleged against the workman. Out of which the enquiry officer has found that the workman is guilty under heads one and three and that the management bank failed to prove the charge under charge No.2. The charge Nos.1 & 3 levelled against the workman as per the charge memo is of serious nature.

19. Initially the Industrial Tribunal in Kollam found that the enquiry is vitiated and hence invalid. Against that decision the management preferred WP(C) No.18044/2004(W) before the Hon'ble High Court of Kerala, Ernakulam. As per the judgment dated 27.02.2015 in WP(C) No.18044/2004 the Hon'ble High Court of Kerala, Ernakulam set aside the order passed by the Hon'ble Industrial Tribunal, Kollam. The Hon'ble High Court has held that the domestic enquiry is conducted in consonance with natural justice and hence it is just and proper. The Hon'ble High Court of Kerala directed this tribunal to consider the matter afresh on merits. Therefore as it stands now the domestic enquiry conducted by the management is proved to be valid. Ext.M1 series 4nos. (Three registers and one file) are the documents produced by the management relating to the enquiry. Page Nos.33 to 37 in Ext.M1 series 4nos.(4) is the finding of the enquiry officer who conducted the departmental enquiry against the charges levelled against the workman. The enquiry officer has found that charges 1 & 3 levelled against the workman as per the charge sheet has been proved beyond doubt. The enquiry officer has observed that as regards charge sheet No.2 the presenting officer has not made any effort to establish this charge. On the basis of the finding that the workman is guilty in respect of charge Nos.1 & 3 the management issued the punishment. Page No. 45 in Ext. M1 series 4 Nos.(4) reveals the proposed punishment suggested by the disciplinary authority. The enquiry officer has considered the entries in Ext.PE1 pass book of MTL A/c No.21/97. Falsification of records in Ext.PE1 document marked in the domestic enquiry and as pointed out by the enquiry officer in Page No.36 of Ext.M1 series 4nos.(4) reveals that there was a conscious attempt on the part of the workman to make wrong entries in Ext.PE1 document. Misappropriation of amount by the delinquent employee as stated in charge No.1 is proved from the entries in Ext.PE1 document marked in the domestic enquiry and the supporting evidence tendered by the witnesses examined in the enquiry. So also regarding charge No.3 in the charge sheet the misappropriation of amount by the delinquent workman is proved from the evidence tendered before the enquiry officer. After the decision of the Hon'ble High Court that the domestic enquiry is valid and not vitiated; neither the workman nor the management adduced any additional evidence or produced additional documents to substantiate their respective rival contentions.

20. The learned counsel for the workman submitted that the entries in Ext.M1 series 4nos.(1) reveals that the workman has not committed the acts of misconduct as alleged against him. The learned counsel submitted that the evidence tendered by Shri T. J. Joy as PW2 in the domestic enquiry reveal that he has no knowledge as to who was in-charge of the Cash section on 02.09.1998. It is further submitted that PW2 examined in the domestic enquiry could not identify the handwriting of the person who wrote voucher no.6 dated 02.09.1998. It is further submitted that the PW2 has no clear idea as to whether the handwriting in voucher No.6 is that of the workman or not. He could also not deny the suggestion that the writing is not that of the delinquent workman. The learned counsel for the workman pointed out the discrepancy in the evidence tendered by the PW2 before the enquiry officer and submitted that the management failed to prove that the workman was involved in the misappropriation of money and falsification of loans.

21. The learned counsel for the management submitted that the enquiry officer has considered the contentions raised by the delinquent workman and verified the entries in the documents marked before the enquiry and also evaluated the oral evidence tendered by the witnesses examined in the enquiry and came to the conclusion that the charge nos.1 & 3 stated in the charge sheet have been proved to the hilt. It is submitted that the workman was in-charge of the Cash receipt counter only on 02.09.1998 and not on 12.09.1998. As per the entry in Ext.PE1 passbook the date of remittance is noted as 12.09.1998. PW5 examined in the enquiry has stated that he has not remitted any amount on 12.09.1998. According to him the actual remittance was on 02.09.1998. The entries in Ext.PE-1 and PE-2 passbooks and the corresponding ledger sheets marked in the enquiry proceedings and the evidence tendered by the witnesses examined by the enquiry officer reveal that there was a conscious attempt on the part of the workman to falsify the accounts so as to conceal his misdeeds. On going through the evidence tendered by the witnesses before the enquiry officer and the documents marked in the enquiry it is abundantly clear that the management has succeeded in proving the charges 1 & 3 as per the charge sheet levelled against the workman. Hence the point for consideration is answered against the workman and in favour of the management.

22. **Point Nos.(ii) and (iii):-**The learned counsel for the workman submitted that the punishment imposed by the management is illegal, unjust, excessive, exorbitant and disproportionate to the charges levelled against the workman. In view of the serious nature of the misconduct committed by the workman it cannot be held that the punishment imposed by the management is excessive and exorbitant. The learned counsel for the management submitted that the workman committed gross misconduct and hence the punishment imposed by the management is just, proper and in proportion to misconduct committed by him.

23. The fact that the workman was employed in the management bank for a considerable long period cannot be lost sight of. Considering the matter in a humanitarian way it may not be just or proper to deny the gratuity amount due to the workman for the period he was working in the management bank. The denial of the employer's share of EPF to the workman is also not just or proper in the facts and circumstances of the case.

24. Therefore it is held that the punishment of dismissal from service with immediate effect ordered by the management is perfectly legal, just and proper in the facts and circumstances of the case. Regarding the denial of gratuity and the employer's share of EPF to the workman it is held that it is unjust and unfair. The recovery ordered as per the order of the disciplinary authority will hold good. The points for consideration are answered accordingly.

25. Point No.(iv):—In view of the finding on Point Nos.(i) to (iii), an award is passed holding that the punishment of dismissal of the workman from the service with immediate effect, ordered by the management is perfectly just, legal and proper. The recovery ordered as per the order of the disciplinary authority is also legal and proper. The denial of gratuity amount and employer's share of EPF to the workman is found to be unjust, unfair and improper. The workman is entitled to get the gratuity amount and the employer's contribution of EPF.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 31st day of March, 2016.

SASIDHARAN K., Presiding Officer

APPENDIX

Witness for the workman -NIL

Witness for the management -NIL

Exhibit for the workman -NIL

Exhibit for the management

M1 -Enquiry proceedings in series of 4 nos.

नई दिल्ली, 5 मई, 2016

का.आ.909.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार फेडरल बैंक लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अरूनाकुलम के पंचाट (संदर्भ सं. 12/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05.05.2016 को प्राप्त हुआ था।

[सं. एल-12011/46/2010-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 5th May, 2016

S.O.909.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 12/2011) of the Ernakulam as shown in the Annexure in the Industrial Dispute between the management of Federal Bank Ltd. and their workmen, received by the Central Government on 05.05.2016.

[No. L-12011/46/2010-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

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

Present: Shri K. Sasidharan, B.Sc., LLB, Presiding Officer

(Monday the 29th day of February, 2016/10th Phalguna, 1937)

ID 12/2011

Union : The General Secretary,
Federal Bank Employees Union,
Central Office,
Aluva,
Kerala.

By Adv. Shri C. Anilkumar

Management : The Chairman & CEO,
Federal Bank Ltd.,
Aluva.

By M/s. B.S. Krishnan, Associates

This case coming up for final hearing on 09.02.2016 and this Tribunal-cum-Labour Court on 29.02.2016 passed the following:

AWARD

In exercise of the powers conferred by clause (d) of sub-section(1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (Act 14 of 1947), the Central Government referred the following industrial dispute to this tribunal for adjudication.

2. The dispute referred for adjudication is:

“Whether the action of the management of Federal Bank in imposing the penalty of compulsory retirement with superannuation benefits on Shri Anil Kumar Popetlal Shah, Ex-Bankman vide their order dated 26/9/2009, is legal and justified? To what relief the workman is entitled?”

3. After receipt of the reference order No.L-12011/46/2010-IR(B-I) dated 25.05.2011, issued by the Ministry of Labour, Government of India, summons was issued to the parties to appear and answer all material questions relating to the dispute and produce documents to substantiate their respective contentions. The parties entered appearance through counsel and submitted their pleadings.

4. The contentions in the claim statement filed by the union in brief are as follows:-

The workman involved in this reference Shri Anilkumar Popetlal Shah joined the management bank on 23.03.1987 as a Bankman(sub-staff). While he was working in the Pune branch, a memo dated 06.09.2008 was issued to him alleging that for the period from 02.05.2008 to 17.07.2008, twenty cheques issued by him were dishonoured due to insufficiency of funds. It is further alleged that the bank received a letter from one of its customers namely Shri Deepak R. Shah, complaining that the workman borrowed a sum of ₹1,50,000/- from him and it was not repaid and that the cheque issued by the workman towards this liability was dishonoured due to insufficiency of funds. The further allegation is that the workman absented from duty from 28.04.2008 without complying the leave rules. On the basis of the aforesaid allegations the workman was charge sheeted for the following acts of ‘gross misconduct’ –

a) willful damage to the property of the bank or any of its customers; b) doing any act prejudicial to the interest of the bank; c) remaining absent unauthorisedly without intimation for a continuous period exceeding thirty days;

and for the following acts of ‘minor misconducts’ –

d) absence without leave; e) breach of any rule of business of the bank or instruction for running any department and f) incurring debts to an extent considered by the management as excessive as per the Bipartite Settlement dated 10.04.2002 on Disciplinary Action & Procedure Therefor.

5. The management ordered a domestic enquiry and appointed Shri Tom P. Roy, Senior Manager, P I R department as enquiry officer. The enquiry conducted against the workman was in violation of the principles of natural justice and fairness. The enquiry officer was biased. He was acting under instructions from the superior officials of the management. During the enquiry the defacto complainant was not examined to prove the allegations levelled against the workman. The enquiry was completed in one sitting without affording fair and reasonable opportunity to the workman to substantiate his contentions. No opportunity was afforded to the workman to adduce defence evidence. The enquiry officer failed to appreciate the fact that the contents of Ext.ME-1 document cannot be proved by examining the Chief Manager. The management failed to prove the transaction between the workman and the defacto complainant. The transaction between the workman and the complainant will not in any way adversely affect the business or interest of the bank. So also it will not in any way affect the reputation of the bank. The Chief Manager deceitfully concealed the fact that the defacto complainant had withdrawn his complaint. The charges levelled against the workman are vague and not supported by adequate proof. Even now the complainant is continuing business transaction with the bank.

6. The allegation that the workman unauthorisedly absented from duty for a period exceeding thirty days, is not proved in the enquiry. The documents produced in the enquiry reveal that the workman absented from duty due to ailment. After accepting the medical certificate and leave request from the workman the management did not inform him in writing to report for duty or intimate him that the leave requested by him cannot be sanctioned in his case. In fact MW1 has recommended the sanctioning of leave to the workman.

7. The allegation that the workman committed breach of rules of business of the management is absolutely false. There is no evidence in the enquiry to prove that the workman incurred debt that could be considered as excessive. Ext.DE-1 document reveals that no amount is due from the workman to Shri Deepak R. Shah who is the proprietor of Saras Optics. The enquiry officer and disciplinary authority failed to appreciate the fact that the dishonouring of cheques was at the time when the workman was on leave due to ailment and that he has not received salary during that period. The workman has stated that the finding of the enquiry officer is perverse and unsustainable. Ever since the date

of punishment order, the workman is not having any employment and he was not having any other source of income for his livelihood. He has requested to set aside the punishment imposed and to reinstate him with back wages, continuity of service and other attendant benefits.

8. The management filed written statement contending as follows:

The management issued charge sheet against the workman alleging 'gross misconduct' and 'minor misconduct' that (i) he was absent from duty for 202 days from 28.04.2008 to 15.11.2008. The unauthorized absence of the workman exceeded 30 days without any intimation. (ii) Shri Deepak R. Shah, proprietor of M/s.Saras Optik, who is a customer of the bank lodged a complaint dated 10.05.2008 against the workman alleging that the workman borrowed a sum of ₹1,50,000/- from him during November, 2007, promising to repay the same within fifteen days. The complainant has alleged that after obtaining the amount, the workman failed to repay the same and stopped responding to his phone calls. The cheque issued by the workman towards that liability was dishonoured due to insufficiency of funds. Apart from this, the workman had issued cheques to other parties which also returned due to insufficiency of funds. An explanation was called for from the workman. The reply submitted by the workman was not satisfactory. Hence the management appointed an enquiry officer. The enquiry officer allowed the workman to defend his case with the assistance of Shri.M. C. George, the Treasurer of Federal Bank Employees' Union. The enquiry officer conducted the enquiry affording sufficient opportunity to the workman to substantiate his contentions and by following the principles of natural justice. The enquiry officer submitted findings to the effect that the workman is guilty of 'gross misconduct' of (i) doing any act prejudicial to the interest of the bank; (ii) remaining absent unauthorisedly without intimation continuously for more than 30 days and 'minor misconduct' of (i) absence without leave and (ii) incurring debts to an extent considered by the management as excessive. After obtaining the enquiry report, copy of the same was furnished to the workman and called for his comments. After considering the submissions by the workman, the disciplinary authority suggested the proposed punishment to be imposed on the workman. The appeal filed against the decision of the disciplinary authority was ended in dismissal.

9. After filing the written statement by the management the matter was posted for filing rejoinder. The workman has not filed rejoinder. After affording the parties to take steps and produce documents the matter was posted for evidence.

10. On behalf of the management MW1 was examined and Ext.M1 is the document marked. On behalf of the union/workman no oral evidence was adduced and no documents were marked. At the time of preliminary hearing the learned counsel appearing for the union submitted that an award may be passed in the ID after considering all aspects of the matter. Hence the learned counsel appearing for the parties were heard.

11. The points arising for consideration are:

- (i) **Whether the enquiry conducted by the management is vitiated on any of the grounds alleged by the union?**
- (ii) **Whether the workman has committed any act causing willful damage to the property of the management bank or any of its customers?**
- (iii) **Whether the workman has done any act prejudicial to the interest of the bank?"**
- (iv) **Whether the workman has without intimation to the bank continuously absented from duty for more than 30 days without any reasonable and probable cause?**
- (v) **Whether the workman has committed breach of any rule of business of the bank or instruction for running any department?**
- (vi) **Whether the workman incurred debts to the extent considered by the management as excessive as per the Bipartite Settlement?**
- (vii) **Whether the punishment imposed by the management is excessive or disproportionate to the misconduct committed by the workman?**
- (viii) **To what relief the workman is entitled?"**

12. Point No.(i):-The workman involved in this dispute namely Shri Anilkumar Popetlal Shah joined the services of the management bank on 23.03.1987 as a bankman(sub-staff). While he was working as bankman in the Pune branch, the management bank issued a memo dated 06.09.2008 intimating that the cheques numbering twenty issued by him were dishonoured during the period from 02.05.2008 to 17.07.2008 due to insufficiency of funds. Apart from that the bank received a letter from one of its customers viz., Shri Deepak R. Shah complaining that the workman borrowed a sum of ₹1,50,000/- from him and it was not repaid and that the cheque issued towards that liability was dishonoured due to insufficiency of funds. Besides that the management has alleged that the workman absented from duty w.e.f.28.04.2008 without complying the leave rules. According to the management the aforesaid acts on the part of the

workman amounts to 'gross misconduct' and hence the Bank initiated proceedings against him. The workman has stated that he was sick and hence he could not attend duty. He has stated that after accepting the medical certificate and leave letter from him, the bank failed to inform in writing to report for duty. He has stated that the management has not expressed any disbelief in the medical certificates submitted by him. He has stated that the witness examined on the side of the management in the domestic enquiry i.e., MW1 has recommended the sanctioning of leave during that period. He has stated that the person who lodged complaint against him i.e., Shri Deepak R. Shah had withdrawn the complaint and a letter to that effect was given to the bank. According to the workman the charges alleged against him are contradictory and the allegations were moulded in such a manner so as to make it appear that he has committed severe acts of misconduct. He has stated that the enquiry officer has not afforded opportunity to him to substantiate his contentions. He would also state that the enquiry officer is biased and not followed the principles of natural justice while conducting the enquiry.

13. The management has contended that the enquiry officer has afforded sufficient opportunity to the workman to substantiate his contentions and followed the principles of natural justice while conducting the enquiry.

14. While examined as MW1, the enquiry officer has stated that sufficient opportunity was afforded to the workman to substantiate his contentions. He has denied the suggestion that the enquiry was conducted in violation of the principles of natural justice. From Ext.M1 enquiry file it can be seen that the witness examined on the side of the management was cross examined at length by the defence representative and through this witness Ext.D1 document was marked as a defence exhibit. Therefore it is evident that the enquiry officer has afforded sufficient opportunity to the workman to substantiate his contentions in the domestic enquiry. It could also be seen that the enquiry officer has followed the principles of natural justice while conducting the enquiry. There is nothing on record to prove that the enquiry is vitiated on any of the grounds as alleged by the union/workman. Therefore it is held that the enquiry conducted by the enquiry officer is valid, proper and by following the principles of natural justice. Hence the point for consideration is answered against the union and in favour of the management.

15. Point Nos.(ii) & (iii):-The management has contended that the charges levelled against the workman as detailed in the charge sheet amounts to 'gross misconduct' as well as 'minor misconduct' as per the Bipartite Settlement dated 10.04.2002 on Disciplinary Action & Procedure Therefor. The management has stated that the workman, by misusing his position as an employee of the bank, borrowed a sum of ₹1,50,000/- from one of its customers viz., Shri Deepak R. Shah, proprietor of M/s.Saras Optik and failed to repay the amount in time. It is stated that the cheque issued by the workman towards that liability was dishonoured and he failed to respond to the phone calls of customer of the bank. The management has stated that the workman has done acts causing willful damage to the property of its customer and that he has done acts prejudicial to the interest of the bank. The contention of the workman is that he was sick and could not settle the transaction in time. He has further stated that the transaction between him and Shri Deepak R. Shah was settled and that the complainant has issued a letter withdrawing the complaint. The workman has stated that he has not done any act causing willful damage to the property of the customer of the bank and he has not done any act prejudicial to the interest of the bank. He has stated that he was sick and hence could not attend duty. Therefore he has not earned any salary during that period and hence could not repay the loan amount in time.

16. Admittedly the workman had borrowed amount from Shri Deepak R. Shah, a customer of the bank and issued cheques towards that liability. The cheques issued by the workman were dishonoured due to insufficiency of funds. The customer of the bank filed a complaint dated 10.05.2008 before the management bank detailing the financial transaction and failure on the part of the workman to repay the amount in time and dishonouring of the cheques issued by the workman. The complainant has further stated that the workman failed to respond to his phone calls. Ext.ME1 document marked in the domestic enquiry is the complaint by Shri Deepak R. Shah, a customer of the bank. In that the complainant has stated that he extended financial assistance to the workman having regard to the acquaintance with the bank. The management has stated that the workman misused his position as an employee of the bank and borrowed amounts from the customer of the bank and failed to repay the same in time. According to the management the workman has committed acts causing willful damage to the property of the customer of the bank and that he has done acts prejudicial to the interest of the bank. The workman has stated that he had settled the transaction with Shri Deepak R. Shah and that the complainant has issued a letter withdrawing the complaint. Ext.DE-1 document marked in the domestic enquiry is copy of the letter dated 12.12.2008 by Shri Deepak R. Shah to the Chief Manager of the management bank. In Ext.DE-1 document the complainant Shri Deepak R. Shah has stated that he is withdrawing the complaint unconditionally.

17. In the complaint dated 10.05.2008, which is marked as Ext.ME1 in the domestic enquiry, Shri Deepak R Shah who is a customer of the management bank has stated that the workman Shri.Anil Kumar Popetlal Shah approached him for temporary financial assistance to a tune of ₹ 1,50,000/- promising to repay the same within fifteen days. The complainant has further stated that having regard to the acquaintance with the bank and proximity, he extended the required financial help to the workman on or about 15.11.2007. Therefore it is evident that the customer extended financial assistance to the workman having due regard to his acquaintance with the bank. The complaint is dated

10.05.2008. Thereafter the management bank issued the show cause memos dated 02.06.2008 and 06.09.2008 to the workman. He has not submitted any reply to the show cause notice dated 02.06.2008. He has submitted a reply to the memo dated 06.09.2008.

18. As per the order dated 22.11.2008 the management bank appointed enquiry officer to conduct enquiry against the charges levelled against the workman. The fact that the workman sought financial assistance from one of the customers of the bank on or about 15.11.2007 and that the customer extended financial assistance to him having regard to the acquaintance with the bank is proved from Ext.ME1 document marked in the domestic enquiry. Failure on the part of the workman to repay the amount in time is also clear from that document. Therefore it is evident that the workman has done acts prejudicial to the interest of the bank and causing damage to the property of the customer of the bank. Ext.DE-1 document marked in the enquiry is the letter dated 12.12.2008. It was issued by the complainant only after the management bank ordered enquiry against the workman. Ext.DE-1 document will not by itself absolve the workman from the charges levelled against him. Hence Point Nos.(ii) and (iii) are answered in favour of the management and against the workman.

19. Point Nos.(iv) and (v):-The next allegation against the workman is that he remained absent unauthorisedly without intimation to the bank continuously for more than thirty days. As per clause 5(p) of the Disciplinary Action & Procedure Therefor of Bipartite Settlement dated 10.04.2002, remaining in unauthorized absence without intimation continuously for a period exceeding 30 days is an act of 'gross misconduct'. Ext.ME17 marked in enquiry is the leave application dated 17.11.2008 submitted by the workman requesting to sanction leave for 202 days from 28.04.2008 to 15.11.2008. While examined as MW1 in the enquiry, the Chief Manager of the Pune branch of the management has stated that he has forwarded the leave application dated 17.11.2008 submitted by the workman to the Head Office since he has no power to sanction the same. He has further stated that he has not received any other leave application in between. Copy of the medical certificates marked as Exts.ME9 to ME16 in the enquiry reveals that the workman produced those medical certificates on different dates. Exts.ME9 to ME17 marked in the enquiry reveal that the workman remained absent unauthorizedly for more than 30 days without intimating the management bank in time. He has submitted leave application only on 17.11.2008 with a request to grant leave for 202 days from 28.04.2008 to 15.11.2008. Therefore it is evident that he remained absent from duty unauthorisedly for more than 30 days without any intimation to the bank. If in fact he was sick as contended by him, nothing prevented him from submitting a leave application in time and intimating the bank about his inability to attend duty. Therefore it is clear that the workman has committed acts of 'gross misconduct' as stated in clause 5(p) of the Disciplinary Action & Procedure dated 10th April, 2002. The action on the part of the workman reveals that he has committed breach of business of the bank. Hence Point Nos.(iv) and (v) are answered against the workman.

20. Point No.(vi):- The management has stated that the workman has incurred debts to the extent considered by the bank as excessive as per the Bipartite Settlement dated 10.04.2002 on Disciplinary Action & Procedure Therefor. The documents Ext.ME2 and ME3 marked in the domestic enquiry reveal that the workman has incurred debts to the extent considered by the bank as excessive. As per clause 7(l) of Bipartite Settlement dated 10th April 2002, the aforesaid acts on the part of the workman is a 'minor misconduct', for which the punishment is prescribed under clause 8. The management bank initiated proceedings against the workman only after the dishonouring of the cheques issued by the workman to different persons and after the receipt of the written complaint by one of its customers. It is true that the workman has subsequently settled the financial transaction with the customer Shri Deepak R. Shah. That settlement was only after the bank initiated disciplinary proceedings against the workman. From Exts.ME2 and ME3 marked in the domestic enquiry it is evident that the workman has committed the misconduct as per clause 7(l) of the Disciplinary Action & Procedure dated 10.04.2002. Hence the point for consideration is answered against the workman.

21. Point no (vii):- While answering Point Nos.(ii) to (vi) it is held that the workman has committed acts of 'gross misconduct' and 'minor misconduct' as stated in the charge sheet. The management has imposed the punishment as stipulated in clause 6(c) of the Bipartite Settlement dated 10.04.2002 on Disciplinary Action & Procedure Therefor. The document Ext.DE1 marked in the domestic enquiry reveals that the workman has settled the financial transaction with the complainant Shri Deepak R. Shah. The settlement was after the initiation of disciplinary proceedings against the workman. There is long delay on the part of the workman in settling the financial transaction with the customer of the bank. Apart from this it can be seen that the management bank has succeeded in proving the charge of absence without leave for more than 30 days without intimation to the bank. The said act on the part of the workman amounts to 'gross misconduct' as stipulated in clause 5(p) of the Disciplinary Action & Procedure.

22. While examined as MW1 in the domestic enquiry the Chief Manager of the Pune branch of the management has stated that after absents from duty the workman joined duty on 17.11.2008, worked for three days and has been absents from duty since then. Therefore it is evident that the workman has no intention in abide by the rules and regulations of the management bank. In such circumstance the punishment imposed by the management cannot said to be too harsh or excessive.

23. Therefore it is held that the punishment imposed by the management is just and reasonable. The point is answered accordingly.

24. Point No. (viii):—In view of the finding on Point Nos.(i) to (vii), the workman is not entitled to any of the relief claimed. The point is answered accordingly.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 29th day of February, 2016.

SASIDHARAN K., Presiding Officer

APPENDIX

Witness for the union - NIL

Witness for the management

MW1 15.07.2013 Shri Tom P. Roy

Exhibit for the union - NIL

Exhibit for the management

M1 - Enquiry file

नई दिल्ली, 5 मई, 2016

का.आ.910.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कोच्चि मेट्रो रेल कॉर्पोरेशन लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अरूनाकुलम के पंचाट (संदर्भ सं. 18/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05.05.2016 को प्राप्त हुआ था।

[सं. एल-41011/10/2015-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 5th May, 2016

S.O. 910.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 18/2015) of the Ernakulam as shown in the Annexure in the Industrial Dispute between the management of Kochi Metro Rail Corporation Ltd. and their workmen, received by the Central Government on 05.05.2016.

[No. L-41011/10/2015-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

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

Present: Shri.K. Sasidharan, B.Sc., LLB, Presiding Officer

(Thursday the 31st day of March, 2016/11th Chaitra, 1937)

ID 18/2015

Union : The General Secretary,
Ernakulam Jilla Motor Thozhilali Sangham,
BMS Jilla Committee Office,
IS Press Road,
Kochi (Kerala)

Managements : 1. The Project Director,
Delhi Metro Rail Corporation Ltd.,
Opposite South Railway Station
Kochi (Kerala)

By M/s. B. S. Krishnan Associates

2. The Managing Director,
Kochi Metro Rail Corporation Ltd.,
Revenue Tower,
Kochi (Kerala)
3. M/s. Shilpa Constructions,
III Floor, North Avenue,
Paramara Road,
Kochi (Kerala) - 682018

This case coming up for final hearing on 31.03.2016 and this Tribunal-cum-Labour Court on the same day passed the following:

AWARD

In exercise of the power conferred by clause (d) of sub-section(1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (Act 14 of 1947) the Central Government referred the following dispute before this Tribunal for adjudication.

2. The dispute is:

“Whether the demand of the BMS Union that the local workers irrespective of the union to which they belong to should be engaged for Metro Work at Muttam Yard is justified? If not, what relief they are entitled?”

3. After receipt of the reference order No.L-41011/10/2015-IR(B-I) dated 19.03.2015, issued by the Ministry of Labour, Government of India, summons was issued to the parties to appear and answer all materials questions relating to the dispute and produce documents to substantiate their respective contentions.

4. Summons was served on the parties. Management No.1 entered appearance through counsel. The union and the management Nos.2 & 3 remained absent. Hence they were called absent and set ex-parte.

5. After setting the union and management Nos.2 & 3 ex-parte, several adjournments were granted for their appearance before this Court. The union at whose instance the dispute was initiated, remained absent. Heard counsel for the management No.1. There was no representation on behalf of the union. Hence it is found that the union has no interest in proceeding with this dispute.

6. In the result an award is passed holding that there is no subsisting dispute to be adjudicated as per this reference.

The award will come into force one month from the date of its publication in the Official Gazette.

Pronounced by me in the open Court on this the 31st day of March, 2016.

SASIDHARAN K., Presiding Officer

APPENDIX-NIL

नई दिल्ली, 5 मई, 2016

का.आ. 911.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार धनलक्ष्मी बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अरूनाकुलम के पंचाट (संदर्भ सं. 25/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05.05.2016 को प्राप्त हुआ था।

[सं. एल-12012/35/2011-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 5th May, 2016

S.O.911.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 25/2011) of the Ernakulam as shown in the Annexure in the Industrial Dispute between the management of Dhanalakshmi Bank and their workmen, received by the Central Government on 05.05.2016.

[No. L-12012/35/2011-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
ERNAKULAM**Present:** Shri. K. Sasidharan, B.Sc., LLB, Presiding Officer(Friday the 26th day of February, 2016/07th Phalguna, 1937)

ID 25/2011

Workman : Shri K.K. Kuttikrishnan,
Kadavankullaklar House,
P.O. Puranmattukara,
Trichur.
By Adv. Shri C. Anilkumar

Management : The Chairman,
Dhanalakshmi Bank,
Corporate Office,
Thrissur (Kerala) - 680001.
By M/s. B.S. Krishnan Associates

This case coming up for final hearing on 28.01.2016 and this Tribunal-cum-Labour Court on 26.02.2016 passed the following:

AWARD

This is a reference made by the Central Government under clause (d) of sub-section(1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (Act 14 of 1947) to this tribunal for adjudication.

2. The dispute referred for adjudication is:

“Whether the action of the management of Dhanalaxmi Bank, Thrissur in terminating the services of Shri K.K. Kuttu krishnan w.e.f. 01/03/2010 is legal and justified? To what relief the workman is entitled?”

3. After receipt of the reference order No.L-12012/35/2011-IR(B-I) dated 11.07.2011, issued by the Ministry of Labour, Government of India, summons was issued to the parties to appear and answer all the claims and to produce documents to substantiate their respective contentions. The workman and the management entered appearance through counsel.

4. The workman filed claim statement contending as follows:-

On 02.02.1996 the workman joined as a watchman at the Coimbatore branch of the management bank. His appointment was made by Shri Babu Venkitachallam, the then Senior Manager of the Coimbatore branch. No appointment letter was issued to the workman. At that time a promise was given that the services of the workman will be regularized after one year. From the date of appointment till termination, he was paid consolidated salary @₹1,500/- per month. At the time of payment of salary the management had not obtained any voucher or required him to sign in any register. He was not allowed to sign in the attendance register.

5. The workman was the only watchman in the Coimbatore branch from 1996 to March, 2010. The branch Manager of the management bank orally informed the workman on 27.02.2010 that his services are no longer required as the bank is intending to appoint a new watchman through a security agency. At the time when the workman reported for duty on 01.03.2010, he was not permitted to work. The management has not issued any termination notice. They have not paid notice pay or compensation as provided under the Industrial Dispute Act to the workman. His seniority as watchman was not considered by the management while terminating his services. The workman ought to have continued under the services of the management up to the age of 60 years. He has requested to pass an award holding that the termination of his services as a workman under the management as illegal and to direct the management to reinstate him with back wages, continuity of service and all other consequential benefits.

6. The management filed written statement contending as follows:

There was no employer-employee relationship between the management and the workman and as such the reference for adjudication is not maintainable in law or on facts. The contention that the workman was appointed by the then Senior Manager Shri Babu Venkitachallam and that he was given a promise that his services will be regularized within one year etc., are false and incorrect. He was neither appointed by the management bank as a security guard nor

paid any amount as wages by the bank. At the request of the management bank, M/s.ISB Securities Services made available the services of a security personal during the day shift of the management bank. The workman was one among such persons made available by the security agency to do the security job during the day shift on different dates as decided by the agency. The management bank has not paid any amount towards salary to the workman. The management bank is unaware of the consolidated salary paid to the workman. The workman was engaged by the contractor on whom the management has no control.

7. The contention of the workman that on 27.02.2010 the branch Manager informed him that his services are no longer required and that the bank is intending to appoint a new security guard in the branch through a security agency, is false and incorrect. The management bank used to pay to M/s.ISB Securities towards their service charges. Apart from the workman the contractor had deputed other persons for duty as security guard on different dates.

8. The contention of the workman that after terminating his services the management bank appointed another security guard for duty on 01.03.2010 is false and incorrect. M/s.ISB Security Services abandoned their services with the management bank. Hence the bank entered into contract with M/s.SDB Cisco for the purpose of engaging security personal. The management bank had no supervision or control over the workman. Hence there is no necessity to issue termination notice or liability to pay notice pay to him. The workman had not undergone any process of selection. Therefore there cannot be any regular appointment without undergoing the process of selection. The management has requested to uphold their contentions and to pass an award to the effect that the workman is not entitled to any of the relief claimed.

9. After filing the written statement by the management the workman filed rejoinder reiterating the contentions in the claim statement.

10. Thereafter the matter was posted for taking steps and for production of documents. The workman tendered evidence as WW1 and Exts.W1 to W3 are the documents marked on his side. On behalf of the management MW1 was examined and Exts.M1 to M81 are the document marked. Heard both side.

11. The points arising for consideration are:

- (i) **Whether there was employer-employee relationship between the management and the workman?**
- (ii) **Whether the workman is entitled to get regularization as an employee in the management bank?"**
- (iii) **Whether the action of the management in discontinuing the services of the workman w.e.f.01.03.2010 is legal and proper?**
- (iv) **To what relief the workman is entitled?"**

12. Point Nos.(i) to (iii):-The dispute referred for adjudication in this matter is:

"Whether the action of the management of Dhanalaxmi Bank, Thrissur in terminating the services of Shri K.K. Kutu krishnan w.e.f.01/03/2010 is legal and justified? To what relief the workman is entitled?"

In the claim statement the workman has stated that he joined as a watchman in the Coimbatore branch of the management bank on 02.02.1996. He has stated that his appointment was made by the then Senior Manager of the Coimbatore branch viz., Shri Babu Venkitachallam. He has further stated that from the date of his appointment till termination on 27.02.2010 he was paid consolidated salary @ ₹1,500/- per month. He has stated that no appointment letter was issued to him by the bank. It is stated that at the time of appointment a promise was given that his services will be regularized after one year. According to the workman he was not required to sign in any voucher or register at the time when he obtained salary from the management bank. He was not allowed to sign in the attendance register retained in the bank.

13. The workman has stated that on 27.02.2010 the management bank orally informed him that his services are no longer required in the bank and that they are intending to appoint a new watchman through a security agency. He has stated that the management did not allow him to join duty when he reported for duty on 01.03.2010. Thereafter he raised this Industrial Dispute and the matter was referred to this tribunal for adjudication. He has claimed reinstatement with continuity of service, back wages and other consequential benefits.

14. The management has denied his appointment as a watchman. According to them there was no employer-employee relationship between the management and the workman. The contention of the workman that he was appointed by Shri Babu Venkitachallam, the then Senior Manager and at that time he was given a promise that his services will be regularized within one year etc. are false and incorrect. He was neither appointed by the management bank as a security guard nor paid any amount to him towards wages by the bank. At the request of the management bank the services of a security personnel in the day shift in the bank was made available by the security agency to do the

security job in the day shift on different dates, as decided by the agency. The workman was engaged by the contractor on whom the management has no control. The contention of the workman that the branch Manager informed him that his services are no longer required in the bank and that they are intending to appoint a new security guard in the branch is false and incorrect. The management bank used to pay the service charges of M/s.ISB Securities. Apart from the workman the contractor deputed other persons also as security guard on different dates. There is no necessity to issue notice or liability to pay notice pay to the workman. The workman had not undergone any selection process. There cannot be any regular appointment without undergoing the selection process.

15. Even as per the admission of the workman the management bank has not issued any letter of appointment to him before he joined the services of the management bank. So also he has made clear that he has not signed any voucher or register retained by the bank evidencing the receipt of the salary. The documents produced by the workman do not reveal that he was employed by the management bank as a security guard. The learned counsel for the workman submitted that Ext.W2 document reveals that the workman was working under the management bank for the last ten years. Ext.W2 document is not sufficient enough to arrive at a conclusion that the workman herein was continuously working under the management for ten years. Ext.W3 is another letter relied on by the learned counsel for the workman to prove that the workman was continuously working under the management from the year 1996. Ext.W3 document reveals that the appointment of the workman was through an agency (outsourcing). While examined as WW1 the workman has stated that he joined the services of the management bank on 02.02.1996 and he was terminated on 27.02.2010. He has admitted that in Ext.W3 document it is stated that his appointment was through an agency. While examined as MW1 the Senior Manager of the bank has stated that during his tenure as Manager in the branch from May, 2006 to November, 2009 an agency was providing the services of security guard to the branch. He has further stated that the entries in Ext.M81 document relating to the watchman's salary was not paid by the bank to the workman but it was paid to the security services directly. He has stated that the bank has not made any payments directly to the workman. MW1 has stated that the management bank has not appointed the workman as an employee in the bank.

16. On going through the documents marked on the side of the workman and that of the management it can be seen that there is no documentary proof to show that the workman herein was appointed by the management bank as a security guard. Even as per the admission of the workman no appointment letter or termination letter was given to him by the bank.

17. In the decision reported in Secretary, State of Karnataka & Ors. Vs. Umadevi & Ors. 2006 (4) SCC 1 the Hon'ble Supreme Court has held that:

"Constitution of India, Article 226 -- Court should desist from issuing orders preventing regular selection or recruitment at the instance of temporary employees or those appointed on contract basis or on daily wages -- Service.

Constitution of India, Articles 32 & 226 -- Merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent merely on the strength of his continuance, if the original appointment was not made in accordance with rules.

If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued. Similarly, a temporary employee could not claim to be made permanent on the expiry of his term of appointment. It has also to be clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules. It is not open to the court to prevent regular recruitment at the instance of temporary employees whose period of employment has come to an end or of adhoc employees who by the very nature of their appointment, do not acquire any right."

18. In the decision referred above the Hon'ble Supreme Court made it clear that if the original appointment was not made by following a due process of selection as envisaged by the relevant rules, the employee would not be entitled to any right to be absorbed or made permanent in service merely because he had continued under cover of an order of the Court.

19. In this case even as per the admission of the workman no appointment letter or termination letter was issued by the management bank to him. His admission reveals that he was deputed to do the security job in the management bank through an agency. In such circumstance in view of the dictum laid down in the decision referred above the workman is precluded from raising the claim for permanency in his appointment. Since there is no employer-employee relationship between the management and the workman in this case the workman is not entitled to get permanency in appointment.

It follows that the workman is not entitled to the relief claimed in this matter. Therefore the points are answered against the workman.

20. **Point No.(iv):-**In view of the findings on Point Nos.(i) to (iii) the workman is not entitled to the relief claimed. The reference is answered accordingly.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 26th day of February, 2016.

SASIDHARAN K., Presiding Officer

APPENDIX

Witness for the workman

WW1 09.12.2013 Shri K. K. Kuttikrishnan

Witness for the management

MW1 15.07.2014 Shri S. Duraiswami

Exhibits for the workman

- | | | |
|----|---|--|
| W1 | - | True copy of the letter No.ZO/CHI/6744/05-06 dated 15.03.2006 addressed to the Senior Manager, Coimbatore Branch by the Assistant General Manager, Zonal Office, The Dhanalakshmi Bank, Chennai. |
| W2 | - | True copy of the letter No.Nil dated Nil addressed to the Asst. General Manager, Zonal Office, Chennai by the Sr. Branch Manager, The Dhanalakshmi Bank Limited, Gandhipuram, Coimbatore. |
| W3 | - | True copy of the letter No.Nil dated 26.04.2006 addressed to the Asst. General Manager, Zonal Office, Chennai by the Sr. Branch Manager, The Dhanalakshmi Bank Limited, Gandhipuram, Coimbatore. |

Exhibits for the management

- | | | |
|-----|---|---|
| M1 | - | True copy of the letter No.TSS/25/96 dated 05.02.1996 addressed to the Manager, Dhanalaxmi Bank, Cross Cut Road, Coimbatore by the Regional Manager, Thai Security Services Private Limited, Coimbatore |
| M2 | - | True copy of the letter No.706/96-97 dated 06.02.1996 addressed to the Asst. General Manager(P & P), The Dhanalakshmi Bank Ltd., Central Office, Thrissur by the Chief Manager, the Dhanalakshmi Bank Ltd., Coimbatore. |
| M3 | - | True copy of letter No.P&P:15054/2-241 dated 20.02.1996 addressed to the Chief Manager, Coimbatore by the Asst. Gen. Manager(P & P), The Dhanalakshmi Bank Limited, Central Office, Thrissur. |
| M4 | - | Copy of Bill No.3339 dated 01.03.2001 for ₹1,575/- issued to the Chief Manager, Dhanalakshmi Bank Ltd., Cross cut Road, Coimbatore by the Branch Manager, Thai Security Services Private Limited, Coimbatore. |
| M5 | - | Copy of Debit voucher dated 02.03.2001 for ₹1,575/- |
| M6 | - | Copy of Bill No.3350 dated 02.04.2001 for ₹1,575/- issued to M/s.Dhanalakshmi Bank Ltd., Cross cut Road, Gandhipuram, Coimbatore by the Branch Manager, Thai Security Services Private Limited, Coimbatore. |
| M7 | - | Copy of Debit voucher dated 04.04.2001 for ₹1,575/- |
| M8 | - | Copy of the cheque No.096146 dated 04.04.2001 for ₹1,575/- drawn in favour of Thai Security Services Pvt. Ltd. By the Manager/Asst. Manager, The Dhanalakshmi Bank Ltd., Coimbatore. |
| M9 | - | Copy of the cheque No.094026 dated 02.05.2001 for ₹1,575/- drawn in favour of Thai Security Services Pvt. Ltd. By the Manager/Asst. Manager, The Dhanalakshmi Bank Ltd., Coimbatore |
| M10 | - | Copy of the cheque No.042429 dated 03.10.2001 for ₹1,575/- drawn in favour of Thai Security Services Pvt. Ltd. By the Manager/Asst. Manager, The Dhanalakshmi Bank Ltd., Coimbatore. |

M11	-	Copy of Debit voucher dated 03.10.2001 for ₹1,575/- (IV-32)
M12	-	Copy of Debit voucher dated 03.10.2001 for ₹1,575/- (IV-31)
M13	-	Copy of Bill No.3499 dated 02.04.2002 for ₹1,575/- issued to the Chief Manager, Dhanalakshmi Bank Ltd., Cross cut Road, Gandhipuram by the Branch Manager, Thai Security Services Private Limited, Coimbatore.
M14	-	Copy of Debit voucher dated 09.05.2002 for ₹1,575/- (IV-32)
M15	-	Copy of Bill No.2813 dated 03.05.2002 for ₹1,575/- issued to the Chief Manager, Dhanalakshmi Bank Ltd., Cross cut Road, Gandhipuram by the Branch Manager, Thai Security Services Private Limited, Coimbatore.
M16	-	Copy of the cheque No.171144 dated 07.10.2002 for ₹1,575/- drawn in favour of Thai Security Services Pvt. Ltd. By the Manager/Asst. Manager, The Dhanalakshmi Bank Ltd., Coimbatore.
M17	-	Copy of Debit voucher dated 04.06.2002 for ₹1,575/- (IV-32)
M18	-	Copy of Debit voucher dated 04.06.2002 for ₹1,575/- (IV-31)
M19	-	Copy of Bill No.2828 dated 01.06.2002 for ₹1,575/- issued to the Chief Manager, Dhanalakshmi Bank Ltd., Cross cut Road, Gandhipuram by the Branch Manager, Thai Security Services Private Limited, Coimbatore.
M20	-	Copy of Debit voucher dated 04.04.2003 for ₹1,575/- (IV-32)
M21	-	Copy of Debit voucher dated 04.04.2003 for ₹1,575/- (IV-31)
M22	-	Copy of Bill No.2878 dated 31.03.2003 for ₹1,575/- issued to the Chief Manager, Dhanalakshmi Bank Ltd., Cross cut Road, Coimbatore by the Branch Manager, Thai Security Services Private Limited, Coimbatore.
M23	-	Copy of Debit voucher dated 06.05.2003 for ₹1,575/- (IV-32)
M24	-	Copy of Debit voucher dated 06.05.2003 for ₹1,575/- (IV-31)
M25	-	Copy of Bill No.2882 dated 05.05.2003 for ₹1,575/- issued to the Chief Manager, Dhanalakshmi Bank Ltd., Cross cut Road, Gandhipuram by the Branch Manager, Thai Security Services Private Limited, Coimbatore.
M26	-	Copy of Statement of A/c of M/s.Thai Security Services Pvt, Ltd., Madras from 01.01.1996 to 10.03.2005.
M27	-	Copy of Debit voucher dated 01.08.2003 for ₹1,575/- (IV-32)
M28	-	Copy of Debit voucher dated 01.08.2003 for ₹1,575/- (IV-31)
M29	-	Copy of Bill No.449 dated 01.08.2003 for ₹1,575/- issued to the Chief Manager, Dhanalakshmi Bank Limited, Cross cut Road, Coimbatore by the Manager, ISB Security Services, Coimbatore.
M30	-	Copy of Debit voucher dated 21.10.2003 for ₹1,575/- (IV-32)
M31	-	Copy of Debit voucher dated 21.10.2003 for ₹1,575/- (IV-31)
M32	-	Copy of Bill No.507 dated 20.10.2003 for ₹1,575/- issued to the Chief Manager, Dhanalakshmi Bank Limited, Cross cut Road, Coimbatore by the Manager, ISB Security Services, Coimbatore.
M33	-	Copy of Debit voucher dated 02.12.2003 for ₹1,575/- (IV-32)
M34	-	Copy of Debit voucher dated 02.12.2003 for ₹1,575/- (IV-31)
M35	-	Copy of Bill No.526 dated 01.12.2003 for ₹1,575/- issued to the Chief Manager, Dhanalakshmi Bank Limited, Cross cut Road, Coimbatore by the Manager, ISB Security Services, Coimbatore.
M36	-	Copy of Debit voucher dated 02.01.2004 for ₹1,575/- (IV-32)
M37	-	Copy of Debit voucher dated 02.01.2004 for ₹1,575/- (IV-31)
M38	-	Copy of Bill No.565 dated 02.01.2004 for ₹1,575/- issued to the Chief Manager, Dhanalakshmi Bank Limited, Cross cut Road, Coimbatore by the Manager, ISB Security Services, Coimbatore.

M39	-	Copy of the cheque No.224983 dated 02.01.2004 for ₹1,575/- drawn in favour of ISB Security Services by the Manager/Asst. Manager, The Dhanalakshmi Bank Ltd., Coimbatore.
M40	-	Copy of Debit voucher dated 01.07.2004 for ₹1,575/- (IV-32)
M41	-	Copy of Debit voucher dated 01.07.2004 for ₹1,575/- (IV-31)
M42	-	Copy of Bill No.667 dated 01.07.2004 for ₹1,575/- issued to the Chief Manager, Dhanalakshmi Bank Limited, Cross cut Road, Coimbatore by the Manager, ISB Security Services, Coimbatore.
M43	-	Copy of Bill No.056 dated 01.02.2010 for ₹4,412/- issued to the Manager, Dhanalakshmi Bank Limited, Cross cut Road, Coimbatore by the Manager, ISB Security Services, Coimbatore.
M44	-	Copy of Bill No.059 dated 01.03.2010 for ₹4,412/- issued to the Manager, Dhanalakshmi Bank Limited, Cross cut Road, Coimbatore by the Manager, ISB Security Services, Coimbatore.
M45	-	Copy of Bill No.050 dated 01.12.2009 for ₹4,412/- issued to the Manager, Dhanalakshmi Bank Limited, Cross cut Road, Coimbatore by the Manager, ISB Security Services, Coimbatore.
M46	-	Copy of Bill No.019 dated 01.11.2009 for ₹4,412/- issued to M/s.Dhanalakshmi Bank Limited, Cross cut Road, Coimbatore by the Manager, ISB Security Services, Coimbatore.
M47	-	Copy of Bill No.016 dated 01.10.2009 for ₹4,412/- issued to M/s.Dhanalakshmi Bank Limited, Cross cut Road, Coimbatore by the Manager, ISB Security Services, Coimbatore.
M48	-	Copy of Bill No.013 dated NIL for ₹4,412/- issued to M/s.Dhanalakshmi Bank Limited, Cross cut Road, Coimbatore by the Manager, ISB Security Services, Coimbatore.
M49	-	Copy of Bill No.005 dated 01.07.2009 for ₹4,412/- issued to M/s.Dhanalakshmi Bank Limited, Cross cut Road, Coimbatore by the Manager, ISB Security Services, Coimbatore.
M50	-	Copy of Bill No.001 dated 01.06.2009 for ₹4,412/- issued to M/s.Dhanalakshmi Bank Limited, Cross cut Road, Coimbatore by the Manager, ISB Security Services, Coimbatore.
M51	-	Copy of Bill No.050 dated 01.05.2009 for ₹4,494/- issued to M/s.Dhanalakshmi Bank Limited, Cross cut Road, Coimbatore by the Manager, ISB Security Services, Coimbatore.
M52	-	Copy of Bill No.044 dated 01.03.2009 for ₹3,933/- issued to M/s.Dhanalakshmi Bank Limited, Cross cut Road, Coimbatore by the Manager, ISB Security Services, Coimbatore.
M53	-	Copy of Bill No.040 dated 01.02.2009 for ₹3,933/- issued to M/s.Dhanalakshmi Bank Limited, Cross cut Road, Coimbatore by the Manager, ISB Security Services, Coimbatore.
M54	-	Copy of Bill No.024 dated 01.10.2008 for ₹3,933/- issued to M/s.Dhanalakshmi Bank Limited, Cross cut Road, Coimbatore by the Manager, ISB Security Services, Coimbatore.
M55	-	Copy of Bill No.020 dated 01.09.2008 for ₹3,933/- issued to M/s.Dhanalakshmi Bank Limited, Cross cut Road, Coimbatore by the Manager, ISB Security Services, Coimbatore.
M56	-	Copy of Bill No.016 dated 01.08.2008 for ₹3,933/- issued to M/s.Dhanalakshmi Bank Limited, Cross cut Road, Coimbatore by the Manager, ISB Security Services, Coimbatore.
M57	-	Copy of Bill No.007 dated 01.06.2008 for ₹3,933/- issued to M/s.Dhanalakshmi Bank Limited, Cross cut Road, Coimbatore by the Manager, ISB Security Services, Coimbatore.
M58	-	Copy of Bill No.092 dated 31.03.2008 for ₹3,933/- issued to M/s.Dhanalakshmi Bank Limited, Cross cut Road, Coimbatore by the Manager, ISB Security Services, Coimbatore.
M59	-	Copy of Bill No.086 dated 01.03.2008 for ₹3,371/- issued to M/s.Dhanalakshmi Bank Limited, Cross cut Road, Coimbatore by the Manager, ISB Security Services, Coimbatore.
M60	-	Copy of the cheque No.443875 dated 02.04.2008 for ₹3,933/- drawn in favour of ISB Security Services by the Manager/Asst. Manager, The Dhanalakshmi Bank Ltd., Coimbatore.
M61	-	Copy of the cheque No.453831 dated 01.07.2008 for ₹3,933/- drawn in favour of ISB Security Services by the Manager/Asst. Manager, The Dhanalakshmi Bank Ltd., Coimbatore.
M62	-	Copy of the cheque No.462255 dated 01.09.2008 for ₹3,933/- drawn in favour of ISB Security Services by the Manager/Asst. Manager, The Dhanalakshmi Bank Ltd., Coimbatore.
M63	-	Copy of the cheque No.465763 dated 03.10.2008 for ₹3,933/- drawn in favour of ISB Security Services by the Manager/Asst. Manager, The Dhanalakshmi Bank Ltd., Coimbatore.

M64	-	Copy of the cheque No.476855 dated 02.01.2009 for ₹3,933/- drawn in favour of ISB Security Services by the Manager/Asst. Manager, The Dhanalakshmi Bank Ltd., Coimbatore.
M65	-	Copy of the cheque No.486859 dated 03.03.2009 for ₹3,933/- drawn in favour of ISB Security Services by the Manager/Asst. Manager, The Dhanalakshmi Bank Ltd., Coimbatore.
M66	-	Copy of the cheque No.495134 dated 05.05.2009 for ₹4,494/- drawn in favour of ISB Security Services by the Manager/Asst. Manager, The Dhanalakshmi Bank Ltd., Coimbatore
M67	-	Copy of the cheque No.498065 dated 01.06.2009 for ₹4,412/- drawn in favour of ISB Security Services by the Manager/Asst. Manager, The Dhanalakshmi Bank Ltd., Coimbatore
M68	-	Copy of the cheque No.502382 dated 03.07.2009 for ₹4,412/- drawn in favour of ISB Security Services by the Manager/Asst. Manager, The Dhanalakshmi Bank Ltd., Coimbatore
M69	-	Copy of the cheque No.508777 dated 26.08.2009 for ₹4,412/- drawn in favour of ISB Security Services by the Manager/Asst. Manager, The Dhanalakshmi Bank Ltd., Coimbatore
M70	-	Copy of the cheque No.506195 dated 04.08.2009 for ₹4,412/- drawn in favour of ISB Security Services by the Manager/Asst. Manager, The Dhanalakshmi Bank Ltd., Coimbatore
M71	-	Copy of the cheque No.512321 dated 03.10.2009 for ₹4,412/- drawn in favour of ISB Security Services by the Manager/Asst. Manager, The Dhanalakshmi Bank Ltd., Coimbatore
M72	-	Copy of the cheque No.517914 dated 02.11.2009 for ₹4,412/- drawn in favour of ISB Security Services by the Manager/Asst. Manager, The Dhanalakshmi Bank Ltd., Coimbatore
M73	-	Copy of the cheque No.520666 dated 02.12.2009 for ₹4,412/- drawn in favour of ISB Security Services by the Manager/Asst. Manager, The Dhanalakshmi Bank Ltd., Coimbatore
M74	-	Copy of the cheque No.526151 dated 03.02.2010 for ₹4,412/- drawn in favour of ISB Security Services by the Manager/Asst. Manager, The Dhanalakshmi Bank Ltd., Coimbatore
M75	-	Copy of the account statement of M/s.ISB Security Services, Coimbatore from 01.04.2008 to 31.03.2009
M76	-	Copy of the account statement of M/s.ISB Security Services, Coimbatore from 01.04.2009 to 31.03.2010
M77	-	Copy of Statement of Account of M/s.ISB Security Services, Coimbatore in State Bank of Mysore, TATABAD branch from 01.01.2005 to 31.12.2005
M78	-	Copy of Statement of Account of M/s.ISB Security Services, Coimbatore in Corporation Bank, NSR Road, Coimbatore from 01.12.2005 to 31.03.2006
M79	-	Copy of Statement of Account of M/s.ISB Security Services, Coimbatore in Corporation Bank, NSR Road, Coimbatore from 01.04.2004 to 31.03.2007
M80	-	Copy of Statement of Account of M/s.ISB Security Services, Coimbatore in Corporation Bank, NSR Road, Coimbatore from 01.04.2007 to 31.03.2008
M81	-	Copy of Statement of Account in the Dhanalakshmi Bank Limited Coimbatore main branch from 01.01.2001 to 10.03.2005.

नई दिल्ली, 9 मई, 2016

का.आ.912.—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 सं. 56/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09.05.2016 को प्राप्त हुआ था।

[सं. एल-22012/96/2007-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 9th May, 2016

S.O.912.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 56/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the management of Shyamsunderpur Colliery M/s. ECL and their workmen, received by the Central Government on 09.05.2016.

[No. L-22012/96/2007-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. 56 OF 2007

PARTIES:

The management of Shyamsunderpur Colliery of M/s. ECL

Vs.

Sri Chamaklal Roy

REPRESENTATIVES:

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

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

Industry : Coal

State : West Bengal

Dated: 04.04.2016

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-22012/96/2007-IR(CM-II) dated 09.07.2007 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 Chamaklal Roy w.e.f. 10.01.2007 is legal and justified? If not, to what relief is the workman entitled ?”

1. Having received the Order No. L-22012/96/2007-IR(CM-II) dated 09.07.2007 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 56 of 2007 was registered on 26.07.2007 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.

2. Case called out. Sri P. K. Goswami, 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.

3. On perusal of the case record I find that the case was fixed for filing evidence of the workman on 18.06.2015. Thereafter 5 dates have already been elapsed but to no effect. Even Sri Rakesh Kumar was granted last chance on 02.02.2016 on his prayer but the outcome is nil. It seems that the union does not want to file evidence of the workman. Sri Rakesh Kumar also submits that he could not contact with the workman since long. I have no option left but to close the case. The reference is also 9 years old. 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, 9 मई, 2016

का.आ.913.—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 सं. 63/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09.05.2016 को प्राप्त हुआ था।

[सं. एल-22012/342/2003-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 9th May, 2016

S.O.913.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 63/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the management of Bhanora West Block Colliery M/s. ECL and their workmen, received by the Central Government on 09.05.2016.

[No. L-22012/342/2003-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. 63 OF 2004****PARTIES :**

The management of Bhanora West Block Colliery of M/s. E.C.L.

Vs.

Sri D. P. Singh

REPRESENTATIVES:

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

For the union (Workman) : Sri S. Mukherjee, Ld. Advocate

Industry : Coal

State : West Bengal

Dated : 06.04.2016

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-22012/342/2003-IR(CM-II) dated 28.10.2004 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“ Whether the action of the management of Bhanora West Block Colliery of M/s. E.C.L. in dismissing Sri D. P. Singh, Weigh Bridge Clerk, from service w.e.f 29/30.03.2001 is legal and justified? If not, to what relief the workman concerned entitled to and from which date? ”

1. Having received the Order No. L-22012/342/2003-IR(CM-II) dated 28.10.2004 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 63 of 2004 was registered on 18.11.2004. 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. The case of the workman as per his written statement, in short, is that the workman Sri Devendra Prasad Singh (Sri D. P. Singh) was employed as Weigh Bridge Clerk at Girmint (3) Bhanora (R) Colliery under M/s. Eastern Coalfields Limited. The management of Bhanora West Block Colliery issued Charge sheet to Sri D. P. Singh vide No.

GIR/C.6/CS/186 dated 21/27.01.2000. The charge sheet was issued to Sri D. P. Singh under the provision of Model Standing Order, whereas the certified Standing Order is applicable in Collieries of Sripur Area. Hence the charge sheet issued to Sri D. P. Singh is not valid at all. The charges were made against Sri D. P. Singh for “*willful damage of work in progress or to property of Management is also.*” The allegation is totally incorrect because no damage of work or any progress or to property of management was damaged. In the charge sheet against Sri D. P. Singh, the allegation of theft does not arise because Sri D. P. Singh did not steal any property of management. The Task Force issued the certificate regarding weightment of coal. It will be evident that the taskforce consisting of Sri Kajal Chatterjee, Dy. Sales Manager, MW-I, S. K Banerjee, Supdt. Engineer (E&M) MW-2 and Sri N. L. Maharaj, Area Security Officer, MW-3, all of Sripur Area, reached before 6:00 P.M. on 17.11.1998. They stopped challans and five trucks weighted during working hours by Sri D. P. Singh. The officer concern deliberately under conspiracy waited till 11:00 P. M. for re-weightment which could have been earlier. It will also be evident from their statement that numbers of witnesses i.e. in alleged task-force who were the Officer of Sripur Area out of, out of 3 two members stated that the 5 numbers of trucks were stopped by them for movement at the colliery premises and one member Sri N. L. Maharaj, the then Security Officer stated that trucks were stood on the Colliery premises near Durga Mandir whereas the 3 Officers MW - 4, 5 & 6, Sri K. K Roy, Sri P. K. Chatterjee and Sri R. K Nayak all stated hat at about 10:00 P.M. when they came they found that all 5 trucks were standing outside the Colliery Gate and as such the statement contradicting similarly on cross-examination done by charge sheeted workman. Three out of 6 witnesses who were the officers of Colliery, MW- 4, 5 & 6 above replied on the question asked by charge sheeted workman that “*If you keep the trucks after weightment some outside person or customers may load the more coal then what has been weight. It is possible or not.*” They replied not known to them or not in their knowledge etc. and thus their reply were varying they did not state that such malpractice were not done. Hence due to conspiracy and by the enemy could have loaded extra coal cannot be over-looked and thus Sri Singh has been victimized the conspiracy for no fault of Sri Singh. The Enquiry Officer failed to analyse the statement or Management’s witness and made an error in his report that Sri D. P. Singh is guilty of the alleged charge on the basis of erroneous report of Enquiry Officer. The blame of Management in charge sheet is that re-weightment was done by Sri D. P. Singh at 11:00 P.M. on 17.11.1998 with ulterior motive is totally baseless and shows the mala fide, motivated and ulterior motive. The functioning of machine can be defective. The charge sheet issued under the Model Standing Order is illegal because Certified Standing Order is prevalent in M/s. Eastern Coalfields Limited before issuing Charge sheet to Sri D. P. Singh. The report of Enquiry Officer is biased and partial. The delinquent workman has prayed that tribunal may kindly pass order to reinstate Sri D. P. Singh with full back wages.

3. The Agent, Girmint (R) Colliery under M/s. Eastern Coalfields Limited has briefly stated in their written statement that Sri D. P. Singh was dismissed for his misconduct. He filed Writ Petition before the Hon’ble High Court, Calcutta with the observation that the said order will not preclude the Respondent authorities from taking any action against the appellant in accordance with law. Thereafter the management issued a charge sheet to Sri D. P. Singh on 21/27.01.2000 for his act of misconduct under Section 17(i)(a) and 17(i)(i) as per the provision of Model Standing Order applicable to the establishment. The concerned workman replied to the charge sheet denying the charges leveled against him. As such the explanation offered by the workman was found to be unsatisfactory and as such the Enquiry Officer was appointed by the competent authority for holding enquiry into the charges. The Enquiry Officer conducted enquiry. The concerned workman fully participated in the enquiry proceeding and he was given all reasonable opportunities to defend him in accordance with the principles of natural justice. The charge of misconduct was proved. The workman was held guilty by the Enquiry Officer. The delinquent workman was supplied with the copy of enquiry report along with connected papers and he was called upon to submit his written comments as to the enquiry report submitted by the Enquiry Officer. The Ex-workman submitted his written explanation vide his reply dated 22.03.2001. The Disciplinary authority was not satisfied with the said explanation of the Ex-workman and after examining all material, papers and documents including Enquiry Proceeding and Enquiry Report was pleased to pass dismissal order of concerned workman vide order No. GM/SA/C-6D/9/2001/947 dated 29/30.03.2005. The punishment awarded to Sri D. P. Singh was quite proportionate in accordance with the gravity of misconduct and action of management is fully justified in dismissing the concerned workman. The management has denied that charge sheet issued under Model Standing Order is invalid or there has been violation of principle of Natural Justice. It is also denied that the enquiry findings submitted by the Enquiry Officer is incorrect or that the Enquiry Officer did not consider the defence statement of delinquent workman. It has been denied by the management of M/s. Eastern Coalfields Limited that enquiry is vitiated. The management is fully justified in dismissing ex-workman and has prayed that Ex-workman is not entitled to any relief as prayed by him.

4. The workman has filed rejoinder written statement and has reiterated the allegations of his written statement and has stated that the enquiry is illegal, arbitrary, whimsical and pre-determined. There is violation of Principle of Natural Justice. The Enquiry Officer has not acted impartially. Enquiry Report is biased.

5. The workman has filed copy of Charge Sheet No. A/Gir/C-6/C.S./186 dated 21/27.01.2000, Copy of reply to above Charge Sheet by Sri D. P. Singh dated 05.02.2000, Copy of letter of General Manager, Sripur Area addressed to Sri D. P. Singh dated 28.02.2001 / 01.03.2001 regarding his explanation in connection with Enquiry Report, Copy of

Enquiry Report of Enquiry Officer, Copy of letter of delinquent addressed to General Manager regarding explanation of delinquent in connection with Enquiry Report dated 23.03.2001, copy of Enquiry Proceeding and statement of all witnesses, copy of dismissal order dated 29/30.3.2001, Photostat copy of order of Hon'ble Calcutta High Court dated 14.12.1999. The workman has submitted affidavit in his evidence. He has been cross-examined by the learned Advocate of M/s. Eastern Coalfields Limited.

6. I have heard the argument of both sides.

7. Sri M. Mukherjee, Learned Advocate appearing on behalf of workman has argued that after loading the truck, the delinquent workman weighted the truck at 5:00 P.M. and after six hours at 11:00 P.M. it was re-weighted by the concerned workman under the instruction of Officers of M/s. Eastern Coalfields Limited. In this period the concerned workman was not present on the concerned site where the truck was stranded. During six hours if there is overloading, the workman can not be blamed. Any person can overload the truck. He has also argued that there is complete violation of Principle of Natural Justice in Enquiry Proceeding, Enquiry Report is biased and partial.

8. On the other hand, the learned Advocate Sri P. K. Das appearing on behalf of M/s. Eastern Coalfields Limited has argued that there is compliance of principle of natural justice in enquiry proceeding. The workman has participated in enquiry proceeding. Enquiry Officer afforded opportunity to delinquent to put his defence.

9. It is admitted fact that delinquent Sri D. P. Singh is an ex-employee of Bhanora West Block colliery of M/s. Eastern Coalfields Limited and he was dismissed on 30.03.2001. It is apparent from the record that Sri D. P. Singh, delinquent workman filed a Write Petition before Hon'ble Calcutta High Court against dismissal order. Hon'ble Calcutta High Court was pleased to pass order that delinquent be treated under suspension, rather than dismissal. But Hon'ble Division Bench of Calcutta High Court was pleased to pass order in A.P.O.T No. 903 of 1999 and C.A. No. 4925 of 1999 as follows:-

"We, accordingly allow the appeal and set aside the order dated November 30, 1999. The writ petition is also allowed and the impugned order dated November 19, 1998 be set aside. However, this order will not preclude the respondent authorities from taking any action against the appellant as they may be advised and in accordance with law. It is being made clear that this Court has not decided on the merits of the allegations against the appellant."

10. Consequently, M/s. Eastern Coalfields Limited issued the charge sheet against concerned workman. The Dy. C.M.E. / Agent of Girmint Colliery of M/s. Eastern Coalfields Limited issued the charge sheet to Sri D. P. Singh on two counts :-

17(i)(a) - Theft, fraud, or dishonesty in connection with the employer's business or property.

17(i)(i) - Causing willful damage to work in progress or to property of the employer.

The delinquent replied the above charge sheet by letter dated 05.02.2000. After receiving the reply of delinquent, General Manager, Sripur Area of M/s. Eastern Coalfields Limited appointed Sri T. K. Mukherjee, Personnel Manager (IC), Sripur Area as Enquiry Officer. Sri T. K. Mukherjee, Enquiry Officer examined 6 (six) Officers of the management. Sri Kajal Chatterjee, the then Dy. Sales Manager, as MW-1, Sri S. K. Banerjee, the then Supdt. Engineer as MW-2, Sri N. L. Maharaj, the then Security Officer as MW-3 Sri R. K. Nayak, the then Manager, Bhanora West Block Colliery as MW-4, Sri K. Roy, Executive Engineer as MW-5 and Sri P. Chatterjee, Executive Engineer, Bhanora West Block colliery as MW-6. All these management witnesses were examined in presence of delinquent workman Shri D. P. Singh by the Enquiry Officer. Sri Kajal Chatterjee the then Dy. Sales Manager, Sripur Area has stated in his statement that:-

"I, Sri Kajal Chatterjee, the then Dy. Sales Manager of Sripur Area inspected Bhanora Weighbridge as a member of a Taskforce at about 18 hours on 17.11.1998 along with other two members namely Sri S. K. Banerjee, the then Supdt. Engineer (E&M) and Sri N. L. Maharaj, the then Area Security Officer, Sripur Area. At the time of our inspection we found that the weighbridge room was closed and 5 (five) trucks were standing at the colliery premises in loaded condition. The Weighbridge Clerk, Sri D. P. Singh was not available and documents like challans, Gate Pass were prepared by Sri D. K. Roy, Tech. Inspector of Bhanora Colliery. We stopped Sri Roy to issue these challans and requested him for re-weighment of the trucks. Sri Roy could not re-weigh the trucks as the key of the weighbridge room was not with him. We searched Sri D. P. Singh, W.B. Clerk but he was not available. The matter was intimated to the General Manager, Sri Joydeb Banerjee and the then Manager of Bhanora Colliery at Sripur Area Guest House by Sri N. L. Maharaj personally when they were attending a meeting at Sripur Area Guest House. Sri Maharaj returned to the weighbridge along with the then Manager and two colliery Engineer namely Sri P. K. Chatterjee and Sri K. K. Roy at about 8:30 P.M. They searched out Sri D. P. Singh and opened the weighbridge room. The trucks were re-weighed in our presence and found difference of 19.8000 tones more in 5 trucks. We prepared statement duly signed by 6 (six) executives

and one copy deposited with the Manager, one copy sent to the General Manager, Sripur Area through Area Security Officer."

11. The Enquiry Officer afforded opportunity of cross-examination to delinquent from all the management witnesses. Sri D. P. Singh, delinquent workman cross-examined all the witnesses. Sri D. P. Singh asked this question "*If you keep the truck after weighment, some outside persons or customers may load the coal more than what has been weighed. Is it possible or not?*" Some witnesses replied in answer that it was not possible and some management witnesses pleaded ignorance. Sri D. P. Singh, the delinquent workman was cross-examined by the E.O. Sri T. K Mukherjee. He was asked by the E.O. "*The condition of the Weigh-bridge on that date was OK or NOT ?*" Sri D. P. Singh replied, "*the condition of the Weigh bridge was OK .*" Therefore, it is clear that Sri D. P. Singh the delinquent workman has himself admitted that on 17.11.1998 when the tuck was re-weighed by Taskforce, the weighbridge was OK. Therefore there is no possibility that due to any error or defect in machine overloading of coal might have occurred.

12. After completion of enquiry the Enquiry Officer submitted enquiry report against Sri D. P. Singh. On perusal of enquiry report it appears that it is well-founded based on cogent evidence. General Manager, Sripur Area, issued copy of enquiry report to Sri D. P. Singh and called for his comment by letter No. GM/SA/C/60/9/2001/646 dated 28.02.2001 / 01.03.2001 along with letter, the copy of findings of Enquiry Report was delivered to Sri D. P. Singh. Sri D. P. Singh submitted his reply dated 23.03.2001 denying all the charges. The Disciplinary authority passed the dismissal order dated 30.03.2001 against Sri D. P. Singh. It is relevant to mention that Sri D. P. Singh did not examine any defence witness though opportunity to put defence witness was provided to Sri D. P. Singh.

13. On perusal of enquiry proceeding, enquiry report and all other papers, it transpires that Enquiry Officer has conducted enquiry proceeding in compliance of Principles of Natural Justice. Though, Sri D. P. Singh has challenged the compliance of Principles of Natural Justice in his written statement. But on perusal of enquiry report, the contention of Sri D. P. Singh does not find support. Even the delinquent Sri D. P. Singh has not been able to prove the element of bias, partiality and malafide in enquiry report in his oral evidence.

14. The duties of an employee would include, that he would be trustworthy, that his act would justify the confidence of the employer, that he would not so act as to prejudice or damage the interests of the employer, that he would not act as or conduct or behave himself in a way inconsistent or incompatible with the faithful discharge of his duties to the employer. That he would not behave in an insubordinate manner. Every workman is expected to behave himself, so as not to damage or prejudice the interest of his employer.

15. 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.

16. On perusal of enquiry report and findings of Enquiry Office, it appears that the enquiry is based on cogent evidence and there is no violation of principle of natural justice. Enquiry Officer has conducted departmental enquiry against delinquent workman Sri D. P. Singh in compliance of Principle of Natural Justice. All opportunities to defend the concerned workman has been provided to him. So far as the contention of Sri D. P. Singh in his written statement that charge has been framed under Model Standing Order rather than Certified Standing Order is concerned, the delinquent workman has not been able to prove that even if charges were framed under Model Standing Order, he was prejudiced. If workman is not prejudiced then framing of charge under Model Standing Order rather than Certified Standing Order there is no illegality.

17. The vital question requires consideration where the domestic enquiry is held in compliance of natural justice, whether punishment of dismissal is justified or it is too harsh or disproportionate to the proven guilt as in present case against Sri D. P. Singh, whether the punishment of Sri D. P. Singh should be modified to lesser punishment than the punishment of dismissal. The first and foremost requirement is to be seen that the workman, in fact, held a place of trust and confidence and while holding such position he did something to forfeit the confidence of the employer. Delinquent Sri D. P. Singh was not negligent in performance of his duties, rather, he actively committed willful wrong with dishonest intention for wrongful gain to him and for wrongful loss to M/s. Eastern Coalfields Limited. Therefore, in present scenario to continue such employee in service would be embarrassing and inconvenient to M/s Eastern Coalfields Limited and would be detrimental to the interest of discipline and security of the establishment. The taskforce reached on the spot at 6:00 P.M. on 17.11.1998, at that time the concerned workman was not present. He was called by the Officers of M/s. Eastern Coalfields Limited. Sri D. P. Singh came on the spot at 11:00 P.M. and coal was re-weighed and 19.80 tones coal was found overloaded. It is not possible that after 6:00 P.M. till 11:00 P.M. any other person will overload the truck with intention to falsely implicate Sri D. P. Singh.

18. In Prem Singh v/s P.O., C.G.I.T., Panipat reported in 2014 LAB IC 1764, Punjab & Haryana High Court in this case the delinquent workman embezzled some amount. Sufficient opportunity was given to delinquent at the time of enquiry to defend himself as well as to cross-examine departmental witnesses and thereafter to lead his own evidence.

But, the delinquent failed to show any mala fide. Hon'ble Punjab & Haryana High Court held that enquiry was conducted in compliance of Principle of Natural Justice. Order of termination is proper. In view of Hon'ble Punjab & Haryana High Court since the guilt of Sri D. P. Singh is proved in departmental enquiry, which is held in compliance of principle of natural justice, the dismissal of Sri D. P. Singh by M/s. Eastern Coalfields Limited is legal and justified.

19. Considering the whole facts and circumstances of the reference, as discussed above, I come to the conclusion that the act of the management of Bhanora West Block colliery of M/s Eastern Coalfields Limited in dismissing Sri D. P. Singh, Weigh-Bridge Clerk, from service w.e.f 30.03.2001 is legal and justified. The workman concerned is not entitled to any relief.

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, 9 मई, 2016

का.आ.914.—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 सं. 40/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09.05.2016 को प्राप्त हुआ था।

[सं. एल-22012/35/2008-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 9th May, 2016

S.O.914.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 40/2008) 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 09.05.2016.

[No. L-22012/35/2008-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. 40 OF 2008

PARTIES:

The management of G.M. (P&IR), Sanctoria of M/s. ECL

Vs.

Sri Chandan Burman

REPRESENTATIVES :

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

For the union (Workman) : Sri M.K. Bandopadhyay, Ld. Advocate

Industry : Coal

State : West Bengal

Dated: 12.04.2016

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-22012/35/2008-IR(CM-II) dated 07.07.2008 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 not regularizing the services of Shri Chandan Burman as Clerk is legal and justified? To what relief is the workman concerned entitled ?”

1. Having received the Order NO. L-22012/35/2008-IR(CM-II) dated 07.07.2008 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 40 of 2008 was registered on 15.07.2008 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.

2. On perusal of the case record, I find that my predecessor (Late Jayanta Kumar Sen, the then P.O.) of this Tribunal had reserved an award in this case because the workman neither appeared nor took any step through his lawyer. It seems that the workman was no more interested to proceed with the case. The reference is also 8 years old, of the year 2008. 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, 9 मई, 2016

का.आ.915.—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 सं. 41/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09.05.2016 को प्राप्त हुआ था।

[सं. एल-22012/289/2007-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 9th May, 2016

S.O.915.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 41/2008) 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 09.05.2016.

[No. L-22012/289/2007-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. 41 OF 2008**PARTIES:**

The management of Satgram Incline of M/s. ECL

Vs.

Sri Lakhan Das

REPRESENTATIVES:

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

For the union (Workman) : None

Industry : Coal State : West Bengal

Dated: 18.04.2016

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-22012/289/2007-IR(CM-II) dated 07.07.2008 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“ Whether the action of the management of M/s. by refusing encashment of earned leave to Sri Lakhman Das for the period from 11.11.1996 to 30.11.1996 and again for 25.03.1997 to 10.04.1997 is legal and justified? To what relief is the workman concerned entitled? ”

1. Having received the Order No. L-22012/289/2007-IR(CM-II) dated 07.07.2008 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 41 of 2008 was registered on 15.07.2008 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.
2. Case called out. Sri P. K. Goswami, learned advocate is present on behalf of the management but none appears on behalf of the workman/union.
3. On perusal of the case record, I find that the workman/union neither appeared nor took any step even for a single day since beginning. Registered notices were issued to him on 06.05.2009, 24.01.2012, 17.05.2012 and 18.07.2014. 34 dates have been granted to the workman/union for filing written statement so far but all in vain. It seems to me that the workman is not at all interested to proceed his case further. If he had been interested with the case he would have come before the Tribunal. Since the workman is not interested to proceed with the case I have 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, 9 मई, 2016

का.आ.916.—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 सं. 19/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09.05.2016 को प्राप्त हुआ था।

[सं. एल-22012/184/2004-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 9th May, 2016

S.O.916.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 19/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the management of Parascole Colliery, Kajora Area of M/s. ECL and their workmen, received by the Central Government on 09.05.2016.

[No. L-22012/184/2004-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. 19 OF 2005****PARTIES :**

The management of Parascole Colliery of M/s. E.C.L.

Vs.

Late Puran Gope

REPRESENTATIVES:

For the management	:	Sri P. K. Das, Ld. Advocate
For the union (Workman)	:	Sri Rakesh Kumar, Gen. Secy. KMC
Industry : Coal		State : West Bengal

Dated : 19.04.2016

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-22012/184/2004–IR(CM-II) dated 30.03.2005 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Parascole Colliery under Kajora Area of M/s. Eastern Coalfields Limited in denying employment to the son of Late Puran Gope, Line Mistry, U.M. No. 676043 with payment of monetary compensation to wife of the deceased workman till the son’s employment is legal and justified? If not, to what relief the dependant of the deceased workman is entitled? ”

1. Having received the Order No. L-22012/184/2004–IR(CM-II) dated 30.03.2005 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 19 of 2005 was registered on 12.04.2005. 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. The dependant of deceased employee Late Puran Gope has stated in brief in his written statement that Sri Late Puran Gope, Line Mistry, U. M. No. 676043 of Parascole Colliery under Kajora Area of M/s. Eastern Coalfields Limited was a permanent employee of the company who died while he was in service of the company on 17.06.1995. Under the provisions of NCWA-V Smt. Rajmatia Devi, wife of Late Puran Gope applied for providing employment in place of her husband. Colliery management processed the employment proposal and forwarded to Area. After proper screening at Area level send the proposal to the Head Quarter of M/s. Eastern Coalfields Limited. Competent Authority of M/s. Eastern Coalfields Limited Head Quarter decided to grant monetary compensation to the wife of deceased workman Late Puran Gope as son of Late Puran Gope was near 15 years of age at the time of death of Late Puran Gope as per Clause 9.5.0-III of NCWA-V. But she refused the proposal and requested for providing employment to her because her son was below 18 years of age. Then Head Quarter of M/s. Eastern Coalfields Limited decided to grant her monetary compensation till her son attend the age of majority i.e. 18 years of age and till then decided to kept the name of her son in live roster so that after attaining majority the son of Late Puran Gope may be provided employment under provision of Clause 9.5.0-III of NCWA-V&VI vide order No. ECL/CMD/C-6B/Empl/3/648 dated 15/16.10.1998. The widow of Late Puran Gope requested for monetary compensation but it was not paid to her. Sri Ganesh Gope son of deceased permanent employee, Late Puran Gope after attaining 18 years of age applied for providing employment to him and submitted all relevant documents in support of the claim. But surprisingly enough the management of M/s. Eastern Coalfields Limited did not consider the employment proposal on the plea that Sri Ganesh Gope was less than 15 years of age at the time of death of Late Puran Gope. As per service excerpt format in the year 1987 the age of Sri Ganesh Gope was 5 years as on 1987 and he was 15 years old at the time of death of Late Puran Gope. Management of M/s. Eastern Coalfields Limited approved the maintenance allowance to the wife deceased employee as well as employment to son of deceased employee after attaining age of 18 years. Therefore rejection of employment and monetary proposal

is unjustified. The action of management of M/s. Eastern Coalfields Limited is contrary to provision of Clause 9.5.0-III of NCWA-V. M/s. Eastern Coalfields Limited is deliberately harassing the poor family. M/s. Eastern Coalfields Limited even did not pay monetary compensation to the wife of Late Puran Gope. Name of Sri Ganesh Gope was kept in live roster for providing employment when Sri Ganesh Gope attains the age of 18 years. Now at this stage the denial of employment is unjustified. The dependents of Late Puran Gope has prayed that Sri Ganesh Gope son of deceased employee Late Puran Gope be provided employment as per Clause 9.5.0-III of NCWA-V&VI and till then the widow of Late Puran Gope, Smt. Rajmatia Devi be paid monetary compensation from the date of death of Late Puran Gope i.e. 17.06.1995 till the date of getting employment of Sri Ganesh Gope son of deceased employee Late Puran Gope.

3. Tribunal has fixed more than 40 dates for filing written statement of M/s. Eastern Coalfields Limited. But M/s. Eastern Coalfields Limited did not care to file written statement so far. The union representative has filed the following documents:-

- (i) Xerox copy of the Service excerpts format of Late Puran Gope.
- (ii) Xerox copy of the Death Registration Certificate of Late Puran Gope.
- (iii) Xerox copy of the Death Certificate of Late Puran Gope.
- (iv) Voter I.D. of Sri Ganesh Gope son of Late Puran Gope.
- (v) Letter of the Agent of Parascole Colliery dated 04/06.11.1995 for attending screening committee for employment of wife.
- (vi) Letter of P.M., Parascole Colliery addressed to wife of Late Puran Gope dated 11.04.1997 for some clarification and submitting documents.
- (vii) Letter of Dy. C.P.M., H.Q., ECL dated 19/22.08.1998 for payment of monetary compensation in lieu of employment.
- (viii) Letter of P.M., Kajora Area dated 08.10.1998 for payment of monetary compensation.
- (ix) Letter of Dy. C.P.M., Kajora Area dated 15/16.10.1998 for payment of monetary compensation.
- (x) Letter of Dy. P.M., dated 24/25.10.1998 Parascole for payment of monetary compensation till the son of Late Puran Gope will attend the age of 18 years.
- (xi) Application of Sri Ganesh Gope for providing employment after attaining the age of 18 years.
- (xii) Note sheet (photo copy) dated 07/27.12.2001 for providing employment to the son of Late Puran Gope.
- (xiii) Admit Card of Sri Ganesh Gope.
- (xiv) Voter I.D. card of Smt. Rajmatia Devi wife of Late Puran Gope.
- (xv) No objection for providing employment.
- (xvi) Xerox copy of clause 9.5.0 of NCWA.

4. Sri Ganesh Gope has file affidavit in his oral evidence. Sri Ganesh Gope has been cross-examined by learned advocate of M/s. Eastern Coalfields Limited. M/s. Eastern Coalfields Limited has not filed any documentary or oral evidence.

5. Sri Rakesh Kumar, General Secretary of the union appearing on behalf of the dependent of the deceased employee Late Puran Gope has argued that as per NCWA the widow or son of deceased employee is entitled for employment. The name of Sri Ganesh Gope was entered in live roster for providing employment after attaining 18 year of age. Because at the time of death of Late Puran Gope the age of Sri Ganesh Gope son of deceased was less than 18 years. But the management of M/s. Eastern Coalfields Limited has not followed the NCWA and order of M/s. Eastern Coalfields Limited. The rejection of employment proposal is breach of Clause 9.5.0-III of NCWA. He has argued that not only employment be provided to Sri Ganesh Gope but also monetary compensation be paid to Smt. Rajmatia Devi from 17.06.1995 till the date of getting employment to her son. He has also argued that in a similar case M/s. Eastern Coalfields Limited has provided employment to son of deceased employee. The copy of Order dated 14.08.2012 is on record. On other hand Sri P. K. Das, learned advocate appearing on behalf of M/s. Eastern Coalfields Limited has argued that compassionate appointment cannot be claimed as matter of right. Sri Ganesh Gope son of deceased Late Puran Gope did not full fill the condition for employment. Therefore M/s. Eastern Coalfields Limited rejected the employment proposal.

6. As per copy of service excerpt of Late Puran Gope maintained by M/s. Eastern Coalfields Limited and submitted by the union representation on behalf of the dependent of Late Puran Gope, it is apparent that Late Puran Gope was a permanent employee of the company in Parascole Colliery of M/s. Eastern Coalfields Limited. The copy of Death Certificate of Late Puran Gope is filed on record. He was expired on 17.06.1995 while he was in service of M/s. Eastern Coalfields Limited.

7. Hon'ble Supreme Court in Bhawani Prasad Sonkar v/s Union Of India & Others (2011) 4 SCC 209 has held:

Now, it is well settled that compassionate employment is given solely on humanitarian grounds with the sole object to provide immediate relief to the employee's family to tide over the sudden financial crisis and cannot be claimed as a matter of right. Appointment based solely on descent is inimical to our Constitutional scheme, and ordinarily public employment must be strictly on the basis of open invitation of applications and comparative merit, in consonance with Articles 14 and 16 of the Constitution of India. No other mode of appointment is permissible. Nevertheless, the concept of compassionate appointment has been recognized as an exception to the general rule, carved out in the interest of justice, in certain exigencies, by way of a policy of an employer, which partakes the character of the service rules. That being so, it needs little emphasis that the scheme or the policy, as the case may be, is binding both on the employer and the employee. Being an exception, the scheme has to be strictly construed and confined only to the purpose it seeks to achieve.

8. Hon'ble Supreme Court in Mohan Mahto v/s M/s. Central Coalfields Limited, 2007 (115) FLR 427 has held:

A settlement within the meaning of Sub-section (3) of Section 18 of the Industrial Disputes Act is binding on both the parties and continues to remain in force unless the same is altered, modified or substituted by another settlement. No period of limitation was provided in the settlement. We would assume that the respondent had jurisdiction to issue such circular prescribing a period of limitation for filing application for grant of appointment on compassionate ground. But, such circular was not only required to be strictly complied with but also was required to be read keeping in view the settlement entered into by and between the parties. The expanding definition of workman as contained in Section 2(s) of the Industrial Disputes Act would confer a right upon the appellant to obtain appointment on compassionate ground, subject, of course, to compliance of the conditions precedent contained therein.

9. The copy of NCWA-VI agreement as per Clause 9.5.0-III is as follows:

In case of death either in mine accident or for other reasons or medical unfitness under Clause 9.4.0, if no employment has been offered and the male dependant of the concerned worker is 12 years and above in age, he will be kept on a live roster and would be provided employment commensurate with his skill and qualifications when he attains the age of 18 years. During the period the male dependant is on live roster, the female dependant will be paid monetary compensation as per rates at paras (i) & (ii).

10. Question arises for consideration, whether Sri Ganesh Gope is dependent son of Late Puran Gope the deceased workman of M/s. Eastern Coalfields Limited and whether dependents of Late Puran Gope are in financial crisis? Sri Ganesh Gope has filed copy of Voter I.D. Card. The name of Late Puran Gope is entered as father of Sri Ganesh Gope. In the letter of Dy. P.M. & Dy. CME/Agent of Parascole Colliery of M/s. Eastern Coalfields Limited bearing letter No. PC/NS/C-6/2001-1696 dated 07.12.2001 the name of Sri Ganesh Gope is mentioned as son of Late Puran Gope. The U.M. No. of Late Puran Gope is 676043. From these documents it is evident that Sri Ganesh Gope is son of Late Puran Gope. Sri Ganesh Gope has filed affidavit in his oral evidence in Para 12 of his affidavit he has stated that "I am not having any source of income to maintain our livelihood and now we are in the stage of starvation". He has been cross-examined by the advocate of M/s. Eastern Coalfields Limited. His evidence appears to be trustworthy. Dy. Chief of M/s. Eastern Coalfields Limited vide letter Ref. No. ECL/CMD/C-6B/Empl/3/648 dated 15/16.10.1998 addressed to the Personnel Manager (I/C), Kajora Area has informed that the competent authority has approved the maintenance allowance in respect of Smt. Rajmatia Devi wife of Late Puran Gope till her son Sri Ganesh Gope attains the age of 18 years. The name of the above son will be kept in the live roster and maintenance allowance of Rs.2000/- (Rupees Two Thousand only) per month will be paid to Smt. Rajmatia Devi. The same information has been conveyed to Smt. Rajmatia Devi by Dy. P.M., Parascole Colliery of M/s. Eastern Coalfields Limited vide letter Ref. No. PC/C-6/98-1844 dated 24.10.1998. Sri Ganesh Gope applied for his employment to Dy. C.M.E./Agent, Parascole Colliery of M/s. Eastern Coalfields Limited. Smt. Rajmatia Devi also applied Dy. C.M.E./Agent, Parascole Colliery of M/s. Eastern Coalfields Limited for the job of his son. The sisters of Sri Ganesh Gope namely Monaka Kumari and Sumita Kumari have submitted no objection to the Agent of Parascole Colliery in providing job to his brother Sri Ganesh Gope.

11. When name of Sri Ganesh Gope the only son of the deceased permanent employee Late Puran Gope has been entered in live roster for providing job after attaining the majority M/s. Eastern Coalfields Limited also decided to pay compensation of Rs.2000/- (Rupees Two Thousand only) per month to Smt. Rajmatia Devi the widow of Late Puran Gope. Sri Ganesh Gope the dependent son of Late Puran Gope fulfilled the condition prescribed in NCWA. Dependent family of Late Puran Gope is facing financial crisis. He ought to have been provided employment. G.M., Satgram Area

of M/s. Eastern Coalfields Limited by Order dated 14.08.2012 has provided employment as per NCWA in similar circumstances to Sri Yoginder Singh after the death of his father after attaining the age of 18 years. There is no reason to withhold the rights of dependent family member of Late Puran Gope, deceased employee of M/s. Eastern Coalfields Limited which they are entitled to get as per NCWA.

12. In view of discussion above the action of management of Parascole Colliery under Kajora Area of M/s. Eastern Coalfields Limited in denying the employment to the son of Late Puran Gope, and payment of monetary compensation to Smt. Rajmatia Devi the widow of Late Puran Gope till her son's employment is illegal and unjustified. Sri Ganesh Gope son of Late Puran Gope is entitled for employment in M/s. Eastern Coalfields Limited. Smt. Rajmatia Devi is entitled for compensation from the date of death of Late Puran Gope i.e. 17.06.1995 till the date of employment of his son Sri Ganesh Gope. The order will be enforced within Two months after publication under section 17 of the Industrial Disputes Act, 1947.

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, 9 मई, 2016

का.आ.917.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ.एन.जी. सी. लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या 96/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04.05.2016 को प्राप्त हुआ था।

[सं. एल-30012/13/2013-आईआर (एम)]

नवीन कपूर, अवर सचिव

New Delhi, the 9th May, 2016

S.O.917.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 96/2013) of the Central Government Industrial Tribunal/Labour Court-1, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. O.N.G.C. Ltd. and their workman, which was received by the Central Government on 04-05-2016.

[No. L-30012/13/2013-IR(M)]

NAVEEN KAPOOR, Under Secy.

ANNEXURE

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

ID No. 96/2013

Shri Gopal Singh Pundir,
S/o Shri Keshar Singh Pundir,
House No.48, Vishnu Vihar,
Ajapur Kalan,
Dehradun 248 001

...Workman

Versus

1. The Managing Director,
ONGC Ltd. Tel Bhawan
Dehradun, Uttarakhand
2. The Chief Medical Superintendent,
ONGS Hospital, Ballupur,
Dehradun, Uttarakhand

...Managements

AWARD

Reference under Section 10 sub section (2A) of the Industrial Disputes Act, 1947(in short the Act) was received from the Central Government, Ministry of Labour and Employment vide it orders No.L-30012/13/2013-IR(M) dated 23.05.2013 for adjudication of the industrial dispute with the following terms:

‘Whether the action of the management of ONGC Ltd., Dehradun in terminating the services of Shri Gopal Singh Pundir, Dresser-cum-Hospital Attendant with effect from September 2012, without complying of provisions of Section 25 F, G H of Industrial Dispute Act, 1947 is unjustified? If so, to what relief workman is entitled to?’

2. Both the parties were put to notice and Shri Gopal Singh Pundir, workman herein, filed statement of claim wherein it is alleged that he was engaged on fixed tenure of employment for a period commencing from 13.06.2007 as Dresser cum Hospital Attendant by Oil and Natural Gas Commission, the management, on a monthly salary of Rs.3500.00 till 30.06.2008. Workman had applied for the above job in response to an open advertisement and he was selected and terms and conditions were reduced to writing on a non-judicial stamp paper of Rs.100.00 executed on 12.06.2007 vide a Ex.WW1/M1.

3. Services of the workman herein were extended twice from 30.06.2008 to 30.08.2012 for a period of two years and salary of the workman was also increased from Rs.3500.00 to Rs.7500.00 It was also agreed that in case of further extension of the contract by the management, same terms and conditions shall apply to the workman who shall communicate his acceptance in the prescribed format.

4. It is also case of the workman that on 01.09.2012, as usual he came to the office for the purpose of performing his duties and he was verbally told that his services have been terminated from 01.09.2012. Workman herein has not done any wrongful act. He has also completed 240 days in a calendar year right from 13.06.2007 to 30.08.2012. Workman herein also falls within the definition of ‘workman’ and management is an ‘industry’ under the Industrial Disputes Act, 1947 (in short the Act). It is also violation of provisions of section 25(N) as well as section 25E(ii) of the Act. During the period of his employment, workman was also deprived of various industrial benefits in the form of gratuity, ESI, bonus etc. by the management.

5. Lastly it is averred that had the workman herein been employed on regular basis, same would have fetched him a salary of not less than Rs.30,000.00 per month. No retrenchment compensation was paid to the workman herein and gratuity of the workmen comes to Rs.2,62,950.00 to which the workman is entitled @Rs.700.00 per months salary. Retrenchment compensation of the workman is around Rs.70,000.00 having regard to the nature of work and salary of Rs.7500.00. Workman has prayed for reinstatement on the job with all consequential benefits.

6. Claim of the workman was refuted by the management by filing written statement thereto. However, it is alleged in para 1 of the written statement that the workman was engaged on fixed tenure of contract for a period of one year i.e. with effect form 30.06.2007 as Dresser cum Hospital Attendant on certain terms and conditions agreed by him as is clear from memorandum dated 12.06.2007 as well as affidavit on stamp paper of the same date. Further, in para 4 management has admitted that on 29.06.2012 a memorandum was issued to the workman herein informing that fresh extension of service has been given with effect from 01.07.2012 for two months or upto the joining of fresh incumbent, whichever is earlier. It is also admitted that an advertisement was issued on 05.08.2012 so as to meet the contingency requirement of Dresser cum Hospital Attendant and interview was conducted on 12.08.2012 and other colleagues of the workman herein appeared for the test whereas the workman herein abstained from the test for reasons best known to him. Workman was well aware as he was informed vide memorandum No.OHSS/1/(1)/2012 dated 29.06.2012 (Annexure III) that his services have been extended with effect from 01.07.2012 for two months or upto the joining of fresh incumbent, whichever is earlier. Thus, his period of contract of employment came to an end on 30.08.2012 after the joining of the new incumbent. Workman was thus well aware of his contract of employment which was for a fixed tenure as is evident from memorandum dated 12.06.2007 (Annexure I). There is no provision under the Act for regularization or continuation of services of such workmen who have been deployed for a fixed period. Engagement of the workman herein was covered by provisions under section 2(o)(bb) of the Act and termination of his services from 01.09.2012 was result of non-renewal of contract of employment between the employer and the workman concerned. There is no question of applicability of Section 25(N) of the Act. More so, when it is not a case of retrenchment, as such, provisions of Section 25F, G and H of the Act are not applicable to the case of the workman. Management has denied other averments made in the statement of claim.

7. Finally, management has relied upon the case of Secretary, State of Karnataka Vs. Uma Devi (AIR 2006 SC 1806).

8. Against this factual background, my learned predecessor, vide a order dated 07.10.2013, framed the following issues:

(i) Whether claimant was engaged by the management for a specific period?

(ii) Whether non-extension of period of service falls within sub-clause (bb) of section 2(o) of the Industrial Disputes Act, 1947?

(iii) As in terms of reference.

9. Workman, in order to prove his case against the management examined himself as WW1. No documents were tendered by him. Management did not examine any witness so as to rebut the case of the workman. However, management put Ex.WW1/M1 to Ex.WW1/M5 to the workman herein during the course of his cross examination.

10. I have heard Shri Govind Singh, authorized representative for the claimant and Shri A.N. Mehrotra, authorized representative, for the management.

Issue No.1

11. During the course of arguments, one thing which emerged from the pleadings of the parties as well as on evidence on record was that Shri Gopal Singh Pundir, the workman herein, was admittedly given employment for a fixed tenure as Dresser cum Hospital Attendant in response to the application filed by the workman herein. After selection of the workman, he has entered into an agreement with the management as is clear from Ex.WW1/M1. It is clear from perusal of the agreement that the same is signed by the workman herein as well as Shri K.S. Rawat, Chief Manager (F&A), ONGC Hospital. Perusal of clause 1 of the agreement clearly provides that the workman will render services to the Corporation upto June 2008 from 13.06.2007 on contract basis. There is also reference of salary as well as annual increments in the salary of the workman herein. Workman has also admitted execution of this agreement in his pleadings. There is also another memorandum Ex.WW1/M2 which shows that on the basis of interview held on 12.06.2007 workman herein was engaged as Dresser cum Hospital Attendant on contract basis and terms and conditions of employment are as under:

- (i) The tenure of engagement on contract basis will be upto 30.06.2008.
- (ii) Consolidated monthly honorarium would be Rs.3500.00 per month
- (iii) No other allowances/benefits would be admissible to him
- (iv) Notice period of one month would be required to be given from either side for termination of contractual engagement
- (v) 12 days casual leave can be granted by GM- CMS, Medical Service during one year of engagement
- (vi) Working hours/duty timings would be decided by GM-Chief Medical Services and communicated separately
- (vii) An annual increase of Rs.150.00 will be considered and allowed after successful completion of one year tenure
- (viii) Colony accommodation if available vacant will be allotted subject to deduction of flat amount, i.e. Rs.750.00 per month & electricity charges on actual consumption.
- (ix) The para medical staff shall be extended in-house medical facility only during the tenure of engagement

12. Shri Gopal Singh Pundir, while appearing as WW1 has tendered in evidence his affidavit, which is Ex.WW1/A and it is on similar lines as per the recital contained in the statement of claim. He has also admitted in his cross examination regarding moving of application for the above job and in response thereto, he was selected for the said post. He has also admitted that he has received memorandum Ex.WW1/2 from the management, which contains his tenure of engagement as well as salary/increments to be given to the workman. He further admitted that Ex.WW1/M4 was also received by him which shows that services of the workman was extended for a period of one more year with effect from 01.04.2010 to 30.06.2011 and other terms and conditions would remain unchanged. Further, office order Ex.WW1/M3 also shows that further extension in service in respect of the contractual employees (Dresser cum Hospital Attendant) was made by the management for a period upto 30.06.2010 and name of the workman herein appears at serial No.20 of the said office order. It is, thus, clear from the evidence on record that initial appointment of the workman herein was for a fixed period with effect from 13.06.2007 on contract basis till 30.06.2008 as is evident from Ex.WW1/M1. But services of the workman herein were later on extended as is clear from memorandum Ex.WW1/M2 which is extension from 30.06.2008 to 30.06.2010, Ex.WW1/M4 which is extension from 01.07.2010 to 30.06.2011 and vide Ex.WW1/M5 from 01.07.2012 for a period of two months. In view of the documentary evidence discussed above, it is held that though the claimant was engaged by the management initially for a specific period but later on tenure of the workman was extended in the manner discussed above from time to time upto 01.09.2012, when workman was informed that his services were no more required. Hence, the issue is decided accordingly.

Issue No.2 and 3

13. Both these issues are inter-related, as such, are being taken up together for the purpose of discussion.

14. Now, the vital question in the case in hand is whether non-extension of service of the workman herein falls within sub section (bb) of Section 2(o) of the Act. The related issue, or to put things in the other way, as to whether termination of service of the workman herein with effect from 01.09.2012 without complying with provisions of Section 25 F, G and H of the Act is unjustified. It was strongly contended on behalf of the workman that post of Dresser cum Hospital Attendant in the hospital is regular and perennial nature and some other occupant is holding the said post after September 2012. Management has acted in a most arbitrary manner by not regularizing the services of the workman herein and instead of doing so, services of the workman have been terminated without serving any notice as required under section 25F of the Act or payment of one months' notice/salary to the workman in lieu of notice. It was also urged that the workman was performing his duties sincerely and diligently and his appointment to the job was not a back door entry as the same was made after advertising the post as required under the law and thereafter workman herein was selected to the said post. In such circumstances, submission was raised that instead of regularizing the workman herein, he was given an unceremonial send off by the management by not renewing his contract after September 2012. Reliance was also placed on certain authorities. I would be discussing the same in the subsequent paras while drawing my conclusions.

15. Per contra, Shri Govind Singh raised submissions raised on behalf of the workman by urging that workman herein was employed on contract basis for a fixed period, as such, it was fixed tenure employment initially for a period of one year with effect from 13.06.2007 as Dresser cum Hospital Attendant. Thereafter, services of the workman herein was extended till 30.06.2012 and thereafter for a period of two months, as is clear from Ex.WW1/M3. Learned authorized representative for the management invited attention of this Tribunal to the fact that regular exam was also held for the said post. However, workman herein did not appear for the test, as a result of which it was difficult to continue him in the employment or extend his services when fresh incumbent who have qualified were offered jobs. It was made clear to the workman, as is evident from Ex.WW1/M5 that his extension was lastly for a period of two months only, upto the joining of fresh incumbent. Learned authorized representative for the management put reliance upon certain authorities, which ratio I would be referring to while discussing the various provisions of the Act in the subsequent paras.

16. Before I proceed to consider and evaluate the evidence on record as well as various authorities relied upon on behalf of both the parties, it is necessary to refer to the definition of 'retrenchment' as contained in Section 2(o) and the same is as under:

1*[(o) "retrenchment means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

(a) voluntary retirement of the workman; or

(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

2*[(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or]

(c) termination of the service of a workman on the ground of continued ill-health;

17. Equally important is the definition of 'workman' as contained in section 2(s) of the Act. During the course of arguments, it was not denied that the workman herein falls within definition of 'workman' as defined in section 2(s) of the Act inasmuch as even a daily wager, casual worker or a temporary worker are also included in the definition of 'workman' contained in the Act.

18. Now, the vital question before this Tribunal is whether non-renewal of contract of the workman herein after 01.09.2012 by the management amounts to termination or retrenchment of the workman. It is clear from definition of the word 'retrenchment' under sub-clause (bb) of section 2(o), termination of services of a workman as a result of non-renewal of contract of employment on the expiry of contract would not fall within definition of 'retrenchment'.

19. During the course of arguments, strong reliance was placed by the management upon the case of Morinda Co-op. Sugar Mills Ltd vs Ram Kishan And Others etc.(1995 SCC (5) 653) decided on 25 August, 1995 by the Hon'ble Apex Court, it was a case where workmen had worked for more than 240 days in a calendar year and they were retrenched by the management without serving any notice, resulting in violation of requirement of section 25 of the Act. Industrial Tribunal as well as Hon'ble High Court held order of termination to be illegal and retrenchment was held to be void under the law. Matter was ultimately taken to the Apex Court. It was strongly urged on behalf of the management that the workmen were employed to do seasonal work during the crushing season and they had hardly

worked for 4-5 months in a year. After seasonal work was over, their services used to be terminated as they were not required to do any other work. Hon'ble Apex court set aside the judgement of the Hon'ble High Court and held that deployment for such seasonal work would not invite provisions of section 25F of the Act as it is not retrenchment under the Act.

20. There is another authority, ie. District Animal Husbandry vs. Labour Court. It was also a case of contractual appointment with services of the workmen stood terminated on the expiry of the contract period. There was also recital in the agreement wherein it was clearly provided that on expiry of six month period, unless the same is mutually extended, terms would automatically come to an end, it was also not disputed that no further extension was given to the workmen after fixed term of appointment. It was held that there was no question of applicability of provisions of section 25F of the Act.

21. Strong reliance was placed upon the case of Steel Authority of India vs. Workers of the management (2006 Vol. 3 JCR 432). Workmen in that case was a khalasi who was appointed for a period of three months on 06.04.1984 in Bokaro Steel Plant. Contract was extended from time to time and finally his name was struck off from the rolls of the company on 01.01.1986 without any notice to him. Conciliation having failed at the instance of the union, reference was made under Section 10 of the Act to the Labour Court and moot point raised before the Tribunal was whether removal of the workmen from service of Bokharo Steel Plant by the management is justified. Primary contention on behalf of the workman was that there was non-compliance of section 25F of the Act as no one month notice or salary in lieu of such notice was paid to the workman. Management specifically took shelter under the definition of retrenchment contained in Section 2(oo)(bb) of the Act and it was strongly urged that no prior notice was required to be served on the workmen nor retrenchment compensation was payable as the case is covered under the said sub-clause (bb) of clause (oo) of Section 2 of the Act. Labour Court answered the reference in favour of the workmen and held that action of the management to be mala fide and unjustified, being breach of section 25F of the Act. When the matter was taken to the Hon'ble High Court, Award of the Labour Court was set aside by placing reliance upon Harmohinder Singh Vs. Kharga Canteen wherein in under similar circumstances, view was taken that provisions of section 25F of the Act are not applicable in the case of termination of services on expiry of contract of service for a fixed period.

22. Management also invited attention of this Tribunal to the case of Punjab State Electricity Board vs Darbara Singh decided by the Hon'ble Apex Court on 17.11.2005 wherein the workman was a peon on daily wages from 08.01.1988 to 29.02.1988. It was also made clear that when the new incumbent would join services, his services would be deemed to be terminated without notice and the post was alleged to be purely temporary in nature. There were extensions in service from time to time for short periods. Later on, on 12.05.1989 another workman Shri Surant Singh was appointed on permanent basis. The first appointee workman challenged the action of the management and the Labour Court held the disengagement of the workman to be illegal and ordering his reinstatement. Even a writ petition filed before the Hon'ble High Court was also dismissed and ultimately the management of Punjab State Electricity Board took the matter in appeal to the Hon'ble Apex Court wherein provisions of Section 2(oo)(bb) as well as Section 25F etc. were discussed in extenso. Judgement rendered by the High Court was set aside by the Hon'ble Supreme Court, by placing reliance upon Anil Bapurao Kanase vs Krishna Sahakari Sakhar Karkhana Ltd. and Anr (1997(10 SCC 599) it was held as under:

'The learned counsel for the appellant contends that the judgment of the High court of Bombay relied on in the impugned order dated 28/3/1995 in Writ Petition No. 488 of 1994 is perhaps not applicable. Since the appellant has worked for more than 180 days, he is to be treated as retrenched employee and if the procedure contemplated under Section 25-F of the Industrial Disputes Act, 1947 is applied, his retrenchment is illegal. We find no force in this contention. In Morinda Co-operative Sugar Mills Ltd. v. Ram Kishan in para 3, this court has dealt with engagement of the seasonal workman in sugarcane crushing; in para 4, it is stated that it was not a case of retrenchment of the workman, but of closure of the factory after the crushing season was over. Accordingly, in para 5, it was held that it is not "retrenchment" within the meaning of Section 2(00) of the Act. As a consequence the appellant is not entitled to retrenchment as per clause (bb) of Section 2(00) of the Act. Since the present work is seasonal business, the principles of the Act have no application. However, this court has directed that the respondent management should maintain a register and engage the workmen when the season starts in the succeeding years in the order of seniority. Until all the employees whose names appear in the list are engaged in addition to the employees who are already working, the management should not go in for fresh engagement of new workmen. It would be incumbent upon the respondent management to adopt such procedure as is enumerated above.'

23. Hon'ble Apex Court also relied upon Batala Co-operative Sugar Mills Ltd. vs. Sowaran Singh (2005 (7)Supreme 165) and held that order made by the Labour Court as well as High Court are clearly untenable and the same are quashed.

24. Lastly, management put reliance upon the case of *National Fertilizer Ltd. and Others Vs. Somvir Singh* decided by the Hon'ble Apex Court on 12.05.2006. It was a case where a workman was appointed without inviting application in terms of provisions of Employment Exchange Act 1959. Admittedly no advertisement was issued. Initially workman was engaged for a period of six months on contract basis. Workman later on applied for regularization of his services. Several such demands were made in different States, as a result of which matter was taken to different High Courts by the workmen expressing divergent views. Resultantly, matter finally reached before the Hon'ble Apex Court and strong reliance was placed by the management on Secretary, State of Karnataka and others vs. *Uma Devi & Others* (2006(4) SCALE 197). It was also urged on behalf of the workmen that their appointments are irregular but are not illegal as they were fulfilling all the requisite conditions. Finally, it was held by the Hon'ble Apex Court that appointment to any post under the State could only be made after proper advertisement has been made after inviting applications from eligible candidates. No doubt, workmen were working for a long time but they were not in fact not holding any post; as such, they were not entitled to be paid salary on regular scale of pay nor Court can direct regularization of their services in view of the decision of the Hon'ble Apex Court in *Uma Devi* case. In view of the dicta made in the various authorities, it is thus clear that when an appointment has been made for a fixed period, then such appointment is normally called fixed tenure appointment and after expiry of the said period, workman cannot claim regularization as a matter of right. Further, if such contract of employment has been extended from time to time as per stipulations contained in the agreement, same would not give advantage to the workman so as to claim benefit of provisions of Section 25 F, G and H of the Act, when there was no complete facts on record to suggest that any assurance has been given by the management to retain services of the said workman permanently. To the similar effect is the ratio of the case of *Haryana State FCCW Store vs Ram Niwas and Anr.* decided by the Hon'ble Apex Court on 08.07.2002. It was a case where respondents were appointed on contract basis on payment of daily wages till stocks are disposed or for a period of three months. It was made clear in the order that a number of chowkidars/labourers were kept by the District Manager of Food Corporation of India to come down with clearance of stocks lying in the open. Workers so deployed ultimately took shelter under section 25F of the Act and strongly urged that no notice was served upon them before termination of their services. View taken by the High Court regarding violation of provisions of Section 25F of the Act was upset by the Hon'ble Apex Court by observing that there was no contract of service between the management of the workmen so as to attract application of section 25F of the Act. Such contract of service was only for a fixed period and the un-escapable conclusion is that disengagement or termination of the workmen would not amount to retrenchment under the law. Similar view appears to have been taken in *Upton India Ltd. Vs. Shammi Bhan and Anr.* (AIR 1988 SC 1681).

25. As against this, learned A/R for the workman herein heavily relied upon the judgement of the Hon'ble Apex Court in *ONGC Employees Mazdoor Sabha Union vs ONGC* decided on 26.04.2013. It was a case where fate of more than 577 workmen was involved who were initially given fixed tenure appointment. Industrial Tribunal had decided that termination of their job was untenable in law and Corporation was directed to give regular appointment to such term based employees. Tribunal also decided vide award dated 08.11.2011 not to make recruitment from open market by inviting fresh applications for such regular posts. Management has taken the matter in appeal before the Hon'ble High Court and urged vehemently that appointment of the workmen in that case was tenure based and for specific purpose. Moreover, the Tribunal cannot give directions for regularization of the workmen when applications have been invited from the open market for recruitment. Reliance was also placed on behalf of the management upon the case of *Uma Devi* case (supra) in which it has been clearly laid down that no back door entry can be made by the Corporation or State in disregard to the statutory principles. Appointment to posts is to be made by all the organs of the State, including the Corporation after issuing advertisement in the prescribed manner and also invited applications from Employment Exchange where eligible candidates get their names registered. Hon'ble High Court after considering comparative merits of the contentions as well as case law relied upon by the respective parties, rejected contention of the management that the workmen in the said case were purely holding tenure appointments. It was also noticed by the Hon'ble High Court that no regular recruitments are being made by ONGC since 1987 to 2004 and almost 30% of the labour force stands reduced, either due to superannuation or retirement on voluntary basis. Therefore, Corporation started managing its affairs by deploying contract labour or engaging employees on tenure basis. Strong reliance was also placed by High Court in the case of *Mineral Exploration Corporation Employees Union vs. Mineral Exploration Corporation Ltd.* (AIR 2006 SCW 3865) wherein Hon'ble Apex Court had occasion to consider meaning of the term 'temporary worker' and 'casual worker'. Hon'ble Apex Court also dealt with the question of contract employee or tenure appointments. Finally, it was held that the employees engaged and continued for years together by the Corporation cannot be termed as temporary or casual for the reason that they were given appointment for a specific period, particularly when the work which such employees are doing is of regular or perennial in nature. It was the usual practice of the Corporation to engage workers for long duration of time without affording them appointment. In the case in hand also, workmen herein is doing work which is of regular and perennial in nature and recruitment of the workman admittedly been done in accordance with regulations by inviting application, holding test/interview. Appointment of the workman herein is not at all a back door entry, as such ratio of *Uma Devi* case is not attracted to the case in hand, which specifically deals with irregular and illegal appointments. Hon'ble High Court has thus upheld award of the Tribunal by observing that term

based appointees were admittedly given extension from time to time and were doing similar job which other regular appointees were doing. Above act of the Corporation was termed to be unfair labour practice and was strongly deprecated by the High Court.

26. Yet in another case Hon'ble High Court of Delhi in Officer In-charge, Defence Standardization Cell Vs. Mukesh Kumar (2013 Lab.IC 3329) dealt with the same question. In the said case, the workman was engaged as a sweeper with the management. His appointment was on monthly basis and from time to time successive extension was given to him by the management for a period of three years. He was also not given benefits to which he was entitled under the law vis-à-vis regular workman. It was claim of the workman that juniors to him were continued in employment and later on fresh hands were employed subsequent to his termination. No charge sheet was issued nor any enquiry was held against the workman before ordering his termination. Tribunal passed an award in favour of the workman holding that practice of giving renewal every month or after sometime amounts to unfair labour practice, as such management has flouted provisions of section 25(F) read with Item 10 of the Act. Management took the matter in appeal before the Hon'ble High Court by filing writ petition. Main contention of the management was that the workman was employed on contract period for the purpose of conservancy and his employment was on the basis of agreement which was renewed every month. This being the position, it was strongly urged that case of the workman falls under section 2(oo)(bb) of the Act and termination of his services does not amount to retrenchment within the meaning of section 2(oo) of the Act as the same is in accordance with the terms of agreement. Therefore, in the submission of the management, workman is not entitled to benefit of section 25F as held by the Tribunal. Hon'ble High Court after discussing ratio of the case in State of Karnataka vs. Uma Devi (AIR 2006 SC 1806) and also putting reliance upon the case of Krishan Singh Vs. Executive Engineer, Haryana State Agricultural Marketing Board (AIR 2010 SC (Supp) 787) approved the award passed by the Labour Court. Ratio of the law in M. Venugopal vs, Divisional Manager (AIR 1994 SC 1343) upon which reliance was placed by the Management was also explained and distinguished by the Hon'ble High Court by observing that when the appointment is for a fixed period, unless there is finding that power under Clause (bb) of Section 2(oo) was misused or vitiated by its mala fide exercise, it cannot be held that the termination is illegal. In its absence, the employer could terminate the services in terms of the letter of appointment unless it is a colourable exercise of power. It must be established in each case that the power was misused by the management or the appointment for a fixed period was a colourable exercise of power.

27. In the case in hand, the workman has admittedly completed more than 240 day in a calendar year. It is admitted case of the parties that he was initially given appointment on 12.06.2007 for three years. Thereafter his term was extended twice as is clear from documents Ex.WW1/M2 to Ex.WW1/M3. Finally, post of the workman was advertised by the management when there was no need to do the same inasmuch the workman herein was not recruited by way of back door entry. Rather, he has admittedly appeared before the Selection Committee and was given appointment thereafter in accordance with law. The work which he was doing is of regular and perennial in nature. The job was not in fact for a specific project or temporary or seasonal in nature as was the position in some case relied upon by the management. Therefore, the action of the management terminating his job amounts to misuse or malafide exercise of power. Resultantly, it cannot stand scrutiny of law.

28. There is also another authority, i.e. Satyapal vs PWD Special LPA No.,4726/2007 decided on 24.08.2006 by Hon'ble High Court of Delhi. It was also a case where decision of the learned Single Judge holding award dated 30.04.2004 of CGIT whereby the Tribunal has held termination of services of the workman to be illegal, being in breach of provisions of Section 25 of the Act, was assailed before the High Court. In the said case also, the workman had continuously worked from 20.08.1990 to 16.09.1993 and no notice before termination of his service was issued as required under Section 25 of the Act. Action of the management in terminating services of the workman Satpal was held to be illegal and unjustified. Management was ordered to pay 40% of back wages also, when the judge of the Hon'ble High Court of Delhi had upheld the award and it was thereafter matter was taken in special appeal by way of LPA before the Division Bench of Hon'ble Apex Court. In the said case also strong reliance was placed by the management upon the case of Haryana State FCCW Store vs Ram Niwas and Anr. And General Manager, Haryana Roadways vs (2005 Vol.5 SCC 591). Hon'ble High Court after taking into consideration definition of 'retrenchment' as contained in Section 2(oo) (bb) of the Act as well as other provisions of the law, came to the conclusion that in the said case, management has invented a device to issue work orders for service of workman in some cases and was being extended from time to time as per requirements. This action of the management was held to be in complete derogation in law. It was held that this section cannot be invoked by the management in situation when the workman is in fixed employment or doing work of perennial nature. While discussing the case of Haryana State FCCW Store (supra), it was observed that the idea of introducing section 2(oo)(bb) of the Act was to meet a situation where workman is engaged for a very short period to do temporary type of work. In the said case two workers were engaged only for a short period of one month. Later on, their services were terminated after the entire stock lying in the open area was cleared. Thus, their engagement was for less than one year. It was in such circumstances that Hon'ble Apex Court held that disengagement/termination of the workman concerned did not amount to retrenchment. Resultantly, ratio of the said judgment cannot be applied to the case in hand when evidence on record is ample and clear to the effect that the

workman herein was doing the work against regular job and management later on has appointed another employee in place of workman herein. In the case in hand, workman has admittedly worked for almost 5 years, as such in view of the ratio of law propounded in the aforesaid two authorities, there is no need to follow other authorities of other High Courts. It is now well settled position in law that subordinate Courts are required to follow judgements or orders of its High Court in letter and spirit and there is no need to follow judgement of another High Court where contrary view has been taken. Moreover, Hon'ble High Court has referred to the various judgements of the Hon'ble Apex Court wherein similar questions were involved.

29. The workman also placed reliance upon the case of Bhuvnesh Kumar Dwivedi vs. Hindalco Industries Ltd. (2014 Lab.IC 2643) wherein Hon'ble Apex Court discussed in extenso provisions of section 2(o)(bb) of the Act as well as similar provisions contained in UP ID Act. It was noticed by the Apex Court that services of the workman was terminated several times and he was subsequently employed again till his services were finally terminated. He has rendered more than 6 years of service, save the artificial breaks made by the management with an oblique motive so as to retain the appellant as temporary worker. Aforesaid conduct of the management was held to be unfair labour practice under Section 2(ra) of the Act which is not permissible in view of sections 25T and Section 25(U) of the Act read with entry in Serial No.10 in the V Schedule to the Act regarding unfair labour practice. It was the case of the workman that he has worked for six calendar years from the date of his appointment till termination of his services, thus completing 240 days in each calendar year. Labour Court held termination of the job of the workman to be illegal, unjustified and ordered payment of full back wages. In writ appeal, High Court set aside the award of the Tribunal. When matter was taken to Apex Court, it was held to be exercise of excess jurisdiction by the High Court under Article 227 of the Constitution of India.

30. Lastly, on behalf of the workman, reliance was placed on S.M. Nilajkar vs. The District Manager, Karnataka (2003 Lab.IC 2273). It was a case where a number of workmen were engaged as casual labour for the purpose of extension of telecom facilities and their services were utilized for digging and laying of cables, erecting of poles and drawing of lines. Services of these workmen were terminated somewhere in the year 1985. Thereafter, they were not engaged on the said work. In the first round of litigation Hon'ble Apex Court directed the State Government to formulate a scheme under which all casual labourers who had rendered more than one year's continuous service could be absorbed. When these workmen were not finally re-engaged or absorbed in the job, they took the matter to the Industrial Tribunal and award was passed on 21.06.1999 by the Tribunal directing the employer to reinstate all the workmen into service with the benefit of continuity of service and with 50% back wages. The employer filed writ petition in the High Court and learned Single Judge of the High Court held that workers were not project employees as their appointments were not for any particular project. As such, case of such employee was not covered by sub-clause (bb) of clause (oo) of Section 2 of the Act. Since the workman had served for more than 240 days in a calendar, their termination amounted to retrenchment, which was invalid for non-compliance of Section 25F of the Act. However, it was observed by the Hon'ble High Court that there was a delay of 7-9 years in raising the dispute, which was not promptly raised, as such the workmen were not held entitled to back wages. The employees again filed intra-court writ appeal before the Division Bench of High Court. It was admitted case of the parties that workers were employed by Telecom Department as casual labours in connection with the project for extension of telecom facilities and their services were utilized for digging, laying of coaxial cables and other sundry work. The project was completed sometime in the year 1986-87. Division Bench further held that case of the workman herein was in fact covered under sub-clause (bb) of clause (oo) of Section 2 of the Act. It was a clear case of termination of services of the workmen as a result of non-renewal of contract of employment on the expiry of contract. Resultantly, question of compliance of Section 25F of the Act did not arise and the workmen could not be said to have been retrenched. Engagement of the workmen was on daily wages and only for the purpose of completion of the project undertaken by the Telecom Department at a given place. When the project stands completed, there is no question of retrenchment of the workmen whose contract stood expired. However, when matter was taken to the Apex Court, decision of the Division Bench of the Hon'ble High Court was set aside and that of learned Single Judge was restored except for the finding that the workmen were not project employees. Contention of the management that workmen were employed for general maintenance of Telecom Department against a specific project and for specific period was out-rightly rejected by the Apex Court. It was also held that engagement of workman on daily wages does not by itself amount to putting the workman on notice that he was being engaged in a scheme or project which was to last only for a particular length of time or up to to occurrence of some event, and therefore, the workman ought to know that his employment was short-lived. Further, the Court went to observe that it was for the employer to prove that case of the workman was not covered by the definition of 'retrenchment' so as to attract applicability of the said sub-clause (bb) of clause (oo) of Section 2 of the Act. Consequently, in view of the ratio of law, in Officer Incharge Defence Standardization Cell (supra), Satyapal (supra), S.M. Nilajkar (supra) and Bhuvanesh Kumar Dwivedi (supra), there is no need to follow ration of judgements of the other High Courts, particularly when the case of the workman herein is fully covered by the judgement of Hon'ble Apex Court as well as Delhi High Court.

31. Therefore, most of the authorities cited on behalf of the management are not applicable to the case in hand inasmuch as all those authorities it has come on record that the workman in most of the cases were doing temporary or

seasonal work. For e.g. In *Morinda Co-operative Sugar Mills Ltd.*(supra), it has come in evidence that the workmen were employed to do seasonal work during crushing season and they had hardly worked for 4-5 months in a year. After seasonal work was over, their services used to be terminated. It was against this background, Hon'ble Apex Court held that termination of the job of such seasonal workmen did not attract provisions of section 25F of the Act and the same falls within clause (bb) of section 2(oo) of the Act. The other case, i.e. *District Animal Husbandry* (supra) related to contractual appointment and services of the workmen stood terminated after expiry of contract period. No further extension was given to the workmen in the said case, whereas in the case in hand, admittedly extension of services was given to the workman twice. Similarly reliance placed by the management upon the case of *Steel Authority of India Workers* (supra) is not of much help as in the said case though Labour Court held action of the management to be mala fide, but retrenchment ultimately held to be in terms of the expiry of the contract of service which was for a fixed period, so as not to invite applicability of provisions of Section 25F of the Act. Similar were the facts in *Punjab State Electricity Board* where workman was peon and was engaged on daily wages. It was made clear to the workman that when the new incumbent would come, his services would stand terminated. There were also extension of service from time to time but the same was for very short period. It is clear from the various judgements relied upon by the management that where engagement of the workman is for purely temporary period due to seasonal demands or work ceased to exist due to closure of factory, in such eventuality, services of the workmen for fixed period was held to be valid so as not to attract provisions of Section 25 F of the Act. However, where the work is of regular or perennial nature and recruitment of the employee has been made in accordance with rules and regulations, in that eventuality, engagement of workers for a specific period and thereafter giving periodical extensions to such workmen has been strongly deprecated by the Apex Court in *Bhuvanesh Kumar Dwivedi*(supra). As discussed above, in the said case the workman was appointed as Labour Supervisor on 30.12.1992 and he worked continuously on the said post till 28.07.1998 with a few artificial breaks in service. Later on, his services were terminated as per practice with the reason 'sanction expired'. When the matter was taken to the Hon'ble Apex Court by the workman, contention of the management that the workman was engaged by the management for a specific period on temporary basis in the present job in the Construction Division of the company and with the completion of construction, contract stood expired, was rejected by the Apex Court by holding that though the workman was working for a temporary period, was n fact working against a post which is permanent in nature. Action of the management in the said case was held to be unfair labour practice in terms of provisions of section 25G of the Act, which is punishable under section (U) of the Act. High Court too concurred with findings of the Labour Court and held that action of the management was in contravention of provisions of section 6N of the UP ID Act, which corresponds with provisions of section 25F of the Act. In the said case, workman was ordered to be reinstated with full back wages as it was proved on record that the workman was not gainfully employed after termination of his job.

32. In view of the case law discussed above, it is clear that when a workman is doing work of regular and perennial nature and there has been extension of his service from time to time, the action of the management in terminating his job amounts to misuse or malafide use of power under the law, particularly when employment of the workman was after following due procedure.

33. In the case in hand, there is nothing in the statement of claim that after termination of the job of the workman herein was unemployed. There is not even a whisper in the statement of claim as well as affidavit Ex.WW1/A filed by the claimant that he was out of job. In such a situation, law is fairly settled now by the Hon'ble Apex Court in a number of cases that the workman is not entitled to reinstatement with full back wages as a matter of course. In some cases, Hon'ble Apex Court has granted only 50% of back wages. Even in *S.M. Nilajkar* case (supra), Hon'ble Apex Court had upheld the decision of the High Court where 50% back wages were granted. Consequently, to my mind, the workman herein is also entitled to only 50% of the back wages from the date of termination of his job. It is not out of place to mention that the management has also not made a whisper in their written statement that the workman herein stood re-employed after termination of the job with some other management. Rather, management has not adduced any evidence worth the name so as to prove this fact.

32. As a sequel to my discussion herein above, it is held that the action of the management in terminating services of the claimant *Shri Gopal Singh Pundir* with effect from September 2012 is unjustified and as a corollary workman herein is ordered to be reinstated and is held to be entitled to 50% of back wages from the date of his termination. An award is accordingly passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

April 11, 2016

A. C. DOGRA, Presiding Officer

नई दिल्ली, 9 मई, 2016

का.आ.918.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स लाइम स्टोन माइन ऑनर के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 37/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04.05.2016 को प्राप्त हुआ था।

[सं. एल-29011/50/2013-आईआर (एम)]

नवीन कपूर, अवर सचिव

New Delhi, the 9th May, 2016

S.O. 918.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 37/2014) of the Central Government Industrial Tribunal/Labour Court, Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Lime Stone Mine Owner and their workman, which was received by the Central Government on 04-05-2016.

[No. L-29011/50/2013-IR(M)]

NAVEEN KAPOOR, Under Secy.

अनुबंध**केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर****सी.जी.आई.टी. प्रकरण सं. 37/2014**

भरत पाण्डेय, पीठासीन अधिकारी

रेफरेन्स नं. L- 29011/50/2013-IR(M) दिनांक 21/04/2014

Rashtriya Mazdoor Sangh,
Ramganj Mandi, Dist.- Kota
(Rajasthan)

V/s.

Sh. Pankaj kumar S/o Sh. Ramswarup ji Jatwa,
Lime Stone Mine Owner, Pipakhedi, Satlakhedi
Tehsil – Ramganjmandi, Dist.- Kota (Raj.)

प्रार्थी की तरफ से : श्री सम्मोपाल गुप्ता – प्रतिनिधि

अप्रार्थी की तरफ से : श्री रजनीष शर्मा – एडवोकेट

पंचाट

दिनांक : 19.03.2016

1. केन्द्रीय सरकार द्वारा औद्योगिक विवाद अधिनियम 1947 की धारा 10 उपधारा 1 खण्ड (घ) के अन्तर्गत दिनांक 21.04.2014 के आदेश से प्रेषित विवाद के आधार पर यह प्रकरण न्यायनिर्णयन हेतु संस्थित है। केन्द्रीय सरकार द्वारा प्रेषित विवाद निम्नवत् है :-

2. “Whether the 5 point charter of demand of Rashtriya Mazdoor Sangh, Ramganj Mandi from the management of Sh. Pankajkumar S/o Ramswarup ji Jatwa, Lime Stone Mine Owner, Pipakhedi raised vide their letter dated 9.3.2013 (copy enclosed) is legal and justified? what relief the union is entitled to?”

3. स्टेटमेंट ऑफ क्लेम में दिये गये तथ्यों के अनुसार संक्षिप्ततः याची का कथन है कि प्रार्थी श्रमिक पक्ष ने विपक्षी नियोजक पक्ष को एक पाँच सूत्रीय मांग पत्र दिनांकित 1.3.2013 प्रस्तुत की। मांग पत्र में श्रमिकों एवं कर्मचारियों की दिनांक 1.4.13 से मजदूरी एवं दैनिक वेतनवृद्धि, वार्षिक वेतनवृद्धि एवं भत्तों में वृद्धि तथा श्रमिकों के बच्चों के लिए छात्रवृत्ति एवं अन्य वेलफेयर सुविधाएं प्रदान करने का अनुरोध किया गया था। विपक्ष द्वारा कोई ध्यान न दिये जाने पर मांग पत्र पुनः सहायक श्रम आयुक्त (केन्द्रीय) कोटा को प्रेषित किया गया।

4. सहायक श्रम आयुक्त (केन्द्रीय) कोटा ने उभयपक्ष को सुनवाई एवं समझौता के लिए आहूत किया तथा इसके लिए कई मौके प्रदान किये। नियोजक पक्ष द्वारा समझौते में रुचि नहीं दिखाने तथा भाग नहीं लेने पर दिनांक 30.7.13 को समझौता अधिकारी द्वारा असफल समझौता वार्ता से सम्बन्धित आख्या केन्द्र सरकार को प्रेषित की गयी जिसके आधार पर पंचाट हेतु उक्त रेफरेन्स दिनांकित 21.4.14 न्यायाधिकरण को प्रेषित किया गया।

5. आगे याचिका में कथन है कि मांग पत्र दिनांकित 1.3.13 के अनुसार विपक्षी के यहां कार्यरत सभी श्रमिक, कुली, बेलदार एवं कर्मचारी भारत सरकार द्वारा निर्धारित 180 रु. प्रतिदिन के हिसाब से मजदूरी प्राप्त करने के अधिकारी हैं, इस प्रकार ड्यू एवं डौन के आधार पर बकाया राशि दिलाया जाना न्यायोचित है। विपक्षी के यहां कार्यरत स्टोन कटर तथा बिलो ग्राउन्ड कार्यरत

श्रमिक 190 रु. प्रति सौ वर्ग फुट की दर से पत्थर कटाई की मजदूरी पाने के हकदार है। संस्थान में कार्यरत श्रमिक जो 5500 रु. मासिक वेतन पा रहे हैं वे 125 रु. वार्षिक वेतनवृद्धि और 5500 रु. से अधिक वेतन पाने वाले 150 रु. वार्षिक वेतनवृद्धि की दर से भुगतान पाने के हकदार हैं। विपक्षी का यह भी कर्तव्य है कि संस्थान में कार्यरत सभी श्रमिकों एवं कर्मचारियों के बच्चों को राज्य सरकार एवं केन्द्र सरकार की वेलफेयर स्कीम के अन्तर्गत छात्रवृत्ति एवं अन्य सुविधाएं प्रदान करें। विपक्षी, प्रार्थी पक्ष द्वारा अनेक बार निवेदन के बावजूद पूरी तरह उदासीन रहा है और श्रमिकों को राहत देने से बचता रहा है, अतः प्रार्थी पक्ष ने प्रार्थना की है कि रेफरेन्स के अन्तर्गत मांग से सम्बन्धित उनकी याचिका स्वीकार कर पंचाट पारित कर न्यायोचित सहायता प्रदान की जाय।

6. रेफरेन्स के आधार पर वाद पंजीकृत किया गया। नोटिस उभयपक्ष को निर्गत की गयी। दिनांक 22.7.14 को याची की तरफ से पंजीकृत डाक से याचिका प्राप्त हुयी जिसे शामिल पत्रावली किया गया। दिनांक 13.10.14 को विपक्षी के विरुद्ध एकपक्षीय कार्यवाही का आदेश पारित किया गया। दिनांक 8.12.14 को याची पक्ष ने साक्ष्य में शपथ-पत्र प्रस्तुत किया। दिनांक 11.2.15 को पत्रावली एकपक्षीय बहस के लिए नियत की गयी।

7. दिनांक 11.2.2015 को याची पक्ष को आदिष्ट किया गया कि एकपक्षीय साक्ष्य में याची द्वारा दिनांक 8.12.2014 को प्रस्तुत शपथ-पत्र शपथ-कमिश्नर द्वारा अथवा नोटरी द्वारा सत्यापित नहीं है अतः अगली तिथि दिनांक 19.3.2015 को सत्यापित शपथ-पत्र प्रस्तुत किया जाय। दिनांक 19.3.2015 को याची पक्ष द्वारा साक्ष्य में शपथ-पत्र प्रस्तुत करने के लिए समय की मांग की गयी जो स्वीकार की गयी और दिनांक 18.5.2015 को एकपक्षीय साक्ष्य के लिए तिथि नियत की गयी। दिनांक 18.5.15 को उभयपक्ष अनुपस्थित थे अतः 17.8.15 शपथ-पत्र प्रस्तुत करने के लिए तिथि नियत की गयी। दिनांक 17.8.15, तथा अगली तिथियों 9.11.15 एवं 12.1.16 तक शपथ-पत्र प्रस्तुत नहीं किया गया और दिनांक 15.3.16 अगली तिथि साक्ष्य में शपथ-पत्र प्रस्तुत करने के लिए नियत की गयी।

8. दिनांक 15.3.16 को विपक्ष की उनके विरुद्ध दिनांक 13.10.14 के एकपक्षीय कार्यवाही को निरस्त करने का आवेदन स्वीकार की गयी एवं विपक्ष के विरुद्ध एकपक्षीय कार्यवाही का आदेश दिनांक 13.10.14 निरस्त किया गया। जरिये प्रतिनिधि उभयपक्ष की तरफ से सुलहनामा प्रस्तुत हुआ तथा सुलहनामा के साथ आवेदन प्रस्तुत हुई कि सुलहनामे के आधार पर एवार्ड पारित किया जाय। आवेदन स्वीकार की गयी तथा पत्रावली दिनांक 19.3.16 को लोक अदालत में सुलहनामे के आधार पर निस्तारण हेतु नियत की गयी। दिनांक 15.3.16 को पक्षकारों की तरफ से प्रस्तुत आवेदन तथा सुलहनामा निम्नवत् है:-

न्यायालय केन्द्रीय सरकार औद्योगिक न्यायाधिकरण एवं श्रम न्यायालय, जयपुर

विद्याधर नगर, जयपुर राजस्थान

औद्योगिक विवाद संख्या-37/2014

राष्ट्रीय मजदूर संघ इंटक रामगंज मण्डी जिला कोटा — श्रमिक पक्ष

बनाम

श्री पंकज कुमार (खान मालिक) पुत्र श्री रामस्वरूप जी जाटवा, खान लाईम स्टोन माइन्स,
पीपा खेड़ी, साथलखेड़ी, तहसील रामगंजमण्डी, जिला कोटा

औद्योगिक विवाद रैफरेन्स नं. एल-29011/50/2013 आईआरएम दिनांक 21.04.2014 में प्रार्थना पत्र

मान्यवर,

उपरोक्त उनवान के विवाद में आज तारीख पेपी नियत है। उपरोक्त प्रकरण में श्रमिक और प्रबन्धन पक्ष में लोक अदालत की भावना और आपसी समझाइश से समझौता हो गया है, जो फॉर्म एच में संलग्न है।

अतः प्रार्थना है कि उक्त प्रकरण में समझौते को रिकॉर्ड पर लेकर उक्त समझौते को तस्दीक करते हुए अवॉर्ड पारित करने की कृपा करें।

स्थान — जयपुर

दिनांक : 15.03.2016

प्रार्थी श्रमिक पक्ष

हस्ताक्षर अपठनीय

राष्ट्रीय मजदूर संघ इंटक रामगंज मण्डी, जिला कोटा द्वारा मंत्री
रामगोपाल गुप्ता — श्रमिक पक्ष

नियोजक पक्ष

हस्ताक्षर अपठनीय

श्री पंकज कुमार पुत्र श्री रामस्वरूप जी जाटवा,

हस्ताक्षर अपठनीय

हस्ताक्षर अपठनीय

(पहचान कर्ता)

समझौता-पत्र**फॉर्म-“एच”**

: देखिए नियम 58 :

आज दिनांक 20.02.2016 को औद्योगिक विवाद अधिनियम 1947 के प्रावधानों के अन्तर्गत समझौते की प्रक्रिया के दौरान, राष्ट्रीय मजदूर संघ : इंटक : रामगंजमण्डी एवं मैं मैसर्स पंकज कुमार पुत्र श्री रामस्वरूप जी जाटवा, खान मालिक लाईम स्टोन माइन्स, पीपा खेड़ी, साथलखेड़ी, तहसील रामगंजमण्डी, जिला कोटा के मध्य समझौता निम्न प्रकार से सम्पन्न हुआ है।

यूनियन प्रतिनिधि :- श्री रामगोपाल गुप्ता मंत्री राष्ट्रीय मजदूर संघ इंटक रामगंज मण्डी, जिला कोटा – श्रमिक पक्ष

प्रबन्धक प्रतिनिधि :- श्री पंकज कुमार (खान मालिक) पुत्र श्री रामस्वरूप जी जाटवा, खान लाईम स्टोन माइन्स, पीपा खेड़ी, साथलखेड़ी, तहसील रामगंजमण्डी, जिला कोटा

विवाद का संक्षिप्त विवरण

यह कि राष्ट्रीय मजदूर संघ इंटक रामगंजमण्डी, जिला कोटा द्वारा प्रबन्धक श्री पंकज कुमार ;खान मालिक पुत्र श्री रामस्वरूप जी जाटवा, खान मालिक लाईम स्टोन माइन्स, पीपा खेड़ी, साथलखेड़ी, तहसील रामगंजमण्डी, जिला कोटा को श्रमिकों की ओर से प्रेषित मांग पत्र दिनांक 09.03.2013 के सन्दर्भ में औद्योगिक विवाद रेफरेंस नं. एल-29011/50/2013 आईआरएम दिनांक 21.04.2014 पर संस्थित प्रकरण संख्या 37/2014 इस माननीय न्यायाधिकरण के सन्दर्भ में वित्तीय वर्ष 01.04.2013 से 31.03.2014 तक के लिये प्रबन्धक की खान में कार्यरत श्रमिकों के लिए निम्न प्रकार समझौता हो गया है, उक्त विवाद में दोनों पक्षों में विचार विमर्श के पश्चात समझौते के निम्न चरण अंकित हैं—

1. यह कि उभयपक्ष सहमत है कि केन्द्रीय औद्योगिक न्यायाधिकरण विद्याधर नगर जयपुर राजस्थान में लम्बित प्रकरण को लोक अदालत की भावना से नो डिस्पूट अवार्ड के रूप में पारित करावेंगे।
2. यह कि प्रबन्धन की ओर से श्रमिक एवं कर्मचारियों को, कुली बेलदार को 154 रु. प्रतिदिन तथा भारत सरकार द्वारा घोषित परिवर्तनशील महंगाई भत्ता, बिलो ग्राउण्ड का भुगतान पृथक से किया जावेगा, कर्मकार द्वारा 100 फीट कारीगर को 183 रु. प्रतिदिन रेट एवं 100 फीट अधिक काटने वाले को 185 रु. की अतिरिक्त रेट प्रदान भुगतान पृथक से किया जावेगा, कर्मकार द्वारा 100 फीट कारीगर को 183 रु. प्रतिदिन रेट एवं 100 फीट अधिक काटने वाले को 185 रु. की अतिरिक्त रेट प्रदान की जावेगी, भारत सरकार द्वारा घोषित परिवर्तनशील महंगाई भत्ता प्रतिदिन दिया जावेगा, जिन कर्मचारियों को 6,000/- रु. से कम वेतन पाने वालों को 125 रु. प्रतिदिन पृथक से भुगतान किया जावेगा, श्रमिकों एवं कर्मचारियों के आश्रित बच्चों को वर्ष की परीक्षा में 60 प्रतिशत व उससे अधिक अंक प्राप्त करने वालों को नियमानुसार छात्रवृत्ति दी जावेगी, संस्थान में कार्यरत श्रमिक व कर्मचारियों जिन्होंने 31.12.2015 तक दो साल की सेवायें पूरी कर ली हैं, उनको स्थायी किया जावेगा एवं 20 पीएल अवकाश एवं 15 सीएल अवकाश प्रदान किया जावेगा। उपरोक्त समझौते की पालना 31.05.2016 से अथवा न्यायालय अवार्ड पारित होने से दो माह के अन्दर-अन्दर पूरा किया जावेगा तथा एरियर की राशि का भुगतान 31.05.2016 तक संघ के प्रतिनिधि के सामने कर दिया जावेगा।
3. यह कि दोनों पक्षों ने स्वीकार किया कि समझौते के अनुरूप समस्त भुगतान यूनियन प्रतिनिधियों के समक्ष कर दिया जावेगा।
4. यह कि इस विवाद में अन्य कोई बिन्दु शेष नहीं रहा है।

हस्ताक्षर नियोजक पक्ष खदान

हस्ताक्षर यूनियन प्रतिनिधि

हस्ताक्षर अपठनीय

हस्ताक्षर अपठनीय

पंकज कुमार पुत्र श्री रामस्वरूप जाटवा,
खान मालिक लाईम स्टोन माइन्स,
पीपा खेड़ी, साथलखेड़ी, तहसील
रामगंजमण्डी, जिला कोटा

रामगोपाल गुप्ता मंत्री राष्ट्रीय
मजदूर संघ इंटक रामगंजमण्डी,
जिला कोटा — श्रमिक पक्ष

साक्षी : — 1 हस्ताक्षर अपठनीय

साक्षी : — 2 हस्ताक्षर अपठनीय

श्री रजनीष शर्मा

सतीश पचोरी

10. दिनांक 19.03.2016 को पत्रावली लोक अदालत में प्रस्तुत हुई। लोक अदालत में मामले को सुलह के आधार पर निस्तारित करते हुए निम्न आदेश पारित किया गया :-

“19.03.16 (लोक अदालत)

आज पत्रावली लोक अदालत में प्रस्तुत हुई। उभयपक्ष की तरफ से प्रतिनिधित्व हेतु विपक्ष की तरफ से श्री रजनीश शर्मा के विद्वान कनिष्क प्रतिनिधि श्री योगेश कुमार, एडवोकेट उपस्थित है। दिनांक 15.3.16 को उभयपक्ष की तरफ से प्रस्तुत सुलहनामा पर विद्वान कनिष्क प्रतिनिधि को सुना। सुलह की शर्त विद्वान प्रतिनिधि को पढ़कर सुनाई व समझायी गयी। उभयपक्ष द्वारा सुलह करना तथा उसकी शर्त विद्वान प्रतिनिधि द्वारा स्वीकार की गयी।

सुलहनामा स्वेच्छा पाया गया। अतः इस मामले का निस्तारण सुलहनामा दिनांकित 15.3.16 की शर्तों के अनुसार सुलह के आधार पर किया जाता है। सुलहनामा दिनांकित 15.3.16 पंचाट का अंश होगा।

हस्ताक्षर अपठनीय

(पीठासीन अधिकारी)''

11. न्यायनिर्णयन हेतु प्रेषित निर्देश का उत्तर उक्त प्रकार दिया जाता है। पंचाट तदनुसार पारित किया जाता है।

12. पंचाट की प्रतिलिपि केन्द्रीय सरकार को औद्योगिक विवाद अधिनियम 1947 की धारा 17 (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जाय।

भरत पाण्डेय, पीठासीन अधिकारी

नई दिल्ली, 9 मई, 2016

का.आ.919.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स हिन्दुस्तान जिंक लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 46/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04.05.2016 को प्राप्त हुआ था।

[सं. एल-43012/15/2014-आईआर (एम)]

नवीन कपूर, अवर सचिव

New Delhi, the 9th May, 2016

S.O.919.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 46/2015) of the Central Government Industrial Tribunal/Labour Court, Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Hindustan Zinc Ltd. and their workman, which was received by the Central Government on 04-05-2016.

[No. L-43012/15/2014-IR(M)]

NAVEEN KAPOOR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

BHARAT PANDEY, Presiding Officer

I.D. 46/2015

Reference No.L-43012/15/2014-IR(M) dated: 7.5.2015

Sh. Mukesh Kumar Dadhich
S/o sh. Chotaram Dadhich
Vill. Akeli-A, Post- Mertacity
Distt. Nagaur, Rajasthan.

V/s

The Manager
Hindustan Zinc Limited
Rampura Agucha Mines
Bhilwara (Rajasthan).

AWARD

31.3.2016

1. The Central Government in exercise of the powers conferred under clause (d) of Sub;Section 1 & 2(A) of Section 10 of the Industrial Disputes Act 1947 has referred the following Industrial dispute to this tribunal for adjudication:-

“Whether the action of the management of Hindustan Zinc Ltd., Rampura in terminating the services of Shri Mukesh Kumar Dadhich S/o Sh. Chottaram Dadhich is legal and /or justified? If not, what relief the workman is entitled to ?”

2. Pursuant to the receipt of the reference order, registered notices were sent to the parties as per the order of the tribunal fixing 23.11.2015 for filing statement of claim. On 23.11.2015 applicant was duly served with registered notice & acknowledgement was received back which is available on file but applicant neither appeared nor filed statement of claim. From the opposite party authority was filed which was kept on record of the file. Case was adjourned by tribunal on its own motion in interest of justice furnishing opportunity to the applicant for filing statement of claim by 24.12.2015.
3. 24.12.2015 & 25.12.2015 was holiday & 26.12.2015 & 27.12.2015 were Saturday & Sunday respectively. Case was taken up on 28.12.2015. The Presiding Officer was on leave. None appeared for applicant & opposite party was in presence. 29.2.2016 was next date fixed for filing statement of claim by applicant. On 29.2.2016 both the parties were absent. Adjourning the case in interest of justice next date 28.3.2016 was fixed with last opportunity for filing statement of claim by applicant. After order opposite party came in appearance who was informed about next date 28.3.2016.
4. On 28.3.2016 both the parties were absent & presiding officer was on leave. Next date 31.3.2016 was fixed for filing statement of claim by applicant. On 31.3.2016 none appeared from both the side & till the closure for the day neither applicant appeared nor statement of claim was filed. Further opportunity to the applicant for filing statement of claim was closed in view of the fact that applicant though served on first date of notice for filing claim failed to file statement of claim till date.
5. It is pertinent to note that reference order dated 7.5.2015 was sent by Ministry to applicant with direction to file statement of claim within 15 days from the date of receipt of reference. Applicant has neither filed statement of claim on the direction of Ministry nor on notice & knowledge of the proceeding pending before the tribunal. It appears that applicant is not interested & willing in submitting the claim for adjudication. In the circumstances & in the absence of material evidence brought on record, tribunal is unable to record the finding on the issues referred to it on merit. Accordingly, "No Claim Award" is passed in this matter. The reference under adjudication is answered accordingly.
6. Award as above.

BHARAT PANDEY, Presiding Officer

नई दिल्ली, 10 मई, 2016

का.आ.920.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स मेघाहाटूबरू आयरन ओर माइन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, धनबाद के पंचाट (संदर्भ संख्या 144/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.05.2016 को प्राप्त हुआ था।

[सं. एल-29011/26/2013-आईआर (एम)]

नवीन कपूर, अवर सचिव

New Delhi, the 10th May, 2016

S.O. 920.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 144/2013) of the Central Government Industrial Tribunal/Labour Court-2, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Meghahatuburu Iron Ore Mine and their workman, which was received by the Central Government on 06-05-2016.

[No. L-29011/26/2013-IR(M)]

NAVEEN KAPOOR, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.2), AT DHANBAD****PRESENT :** Shri R.K.Saran, Presiding Officer

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

REFERENCE No. 144 OF 2013

PARTIES : The General Secretary,
Jharkhand Mines Workers Union
PO: Meghahatuburu,
Distt: Singhbhum (W)

Vs.

The General Manager (Mines),
M/s Meghahatuburu Iron Ore Mine,
PO: Meghahatuburu, Distt: Singhbhum (W)

Order No. L-29011/26/2013-IR(M) dt16.07.2013

APPEARANCES :

On behalf of the workman/Union : None

On behalf of the Management : Mr. D .K. Verma, Ld.Advocate

State : Jharkhand

Industry : Coal

Dated, Dhanbad, the 15th Mar., 2016**AWARD**

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act.,1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-29011/26/2013-IR (M) dt16.07.2013.

SCHEDULE

“Whether the action of the Meghahatuburu Iron Ore Mine, SAIL is justified for not giving promotion to the employees of CPO/Electrician in every two years under cluster promotion policy system? If not, what relief the workman is entitled to?”

2. Neither the Representative of the Union was reregistered presence nor did file much awaited W.S. on their part. Though three Notices dt. 30.10.2013, 19.06.2014 and 11.08.2014 were sent at the address of the union referred in the Order of the Reference itself by the Registered post but could not be able to get any response. Despite the much initiatives the case was not advanced even the very first step, i.e., filing the W.S., since its registration. It all seems scrawling over a snail's pace over filing the W.S. to till date (01.2.2016) as reflected through the materials available on record. Whereas the Management side registered its presence as appearance in person by Mr.D.K.Verma, Ld. Advocate on their behalf not for this time but almost all along after filing his authority.

From the perusal of the record concerned, it apparently drops sufficient hints that the case have lost its merits whatsoever as of now; and in real sense it does not seem in existence either to have been settled or reached an amicable settlement between the Union and the Management through mutual negotiations and deliberations. As the utter reluctance by the Union for not moving further to set the case even rolling for final adjudication proved beyond doubt. The Tribunal also does not confront the conception of keeping the case alive or set it rolling on record for unlimited period consuming its precious time and energy will be moving towards void. So in essence, for the end of the natural justice the Case needs no further time but to be wrapped up immediately presuming non-existence of real issue. Under such circumstances the case is closed; and hence accordingly, an order of 'No Dispute Award' is passed.

R. K. SARAN, Presiding Officer

नई दिल्ली, 10 मई, 2016

का.आ.921.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स एन.ए.एल. सी.ओ. (नालको) और दूसरे के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 26/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.05.2016 को प्राप्त हुआ था।

[सं. एल-43011/6/2013-आईआर (एम)]

नवीन कपूर, अवर सचिव

New Delhi, the 10th May, 2016

S.O.921.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 26/2014) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. NALCO and other and their workman, which was received by the Central Government on 06-05-2016.

[No. L-43011/6/2013-IR(M)]

NAVEEN KAPOOR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

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

INDUSTRIAL DISPUTE CASE NO. 26/2014

L-43011/6/2013-IR(M), dated 21.02.2014

Date of Passing Order – 25th April, 2016

Between:

1. The General Manager (Smelter)
NALCO, (Smelter) Nalco Nagar,
Po. & Dist. Angul, Odisha.
2. Shri N.K. Dhir,
M/s. Leenu Construction,
Contractor, Nalco (Smelter),
At. Kulad, Nalco Nagar, Angul,
Angul – 759 145

...1st Party-Management.

(And)

The General Secretary,
Nalco Industrial Workers Union (CITU),
Nalco Nagar, Po. & Dist. Angul, Odisha

...2nd Party-Union.

Appearances:

Shri R.N. Upadhyaya, ... For the 1st Party- Management
Asst. General Manager.
None ... For the 2nd Party- Union

ORDER

Case taken up. Parties are absent. The 2nd Party-Union has not filed any statement of claim despite sending notices through post. In order to give a last opportunity to the 2nd party-Union notice was issued on 15.3.2016 fixing 25.4.2016 for appearance and for filing of statement of claim, but neither the 2nd party-Union caused appearance today has filed any statement of claim. As such it seems that the 2nd party-Union is not interested in prosecuting its case. However the dispute cannot be adjudicated upon for want of pleadings on behalf of the parties. As such there is no alternative except to return the reference to the Government for necessary action at its end.

2. Accordingly the reference is returned to the Government unanswered for necessary action at its end.

Dictated & Corrected by me.

B.C. RATH, Presiding Officer

नई दिल्ली, 10 मई, 2016

का.आ.922.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ सं. 46/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10.05.2016 को प्राप्त हुआ था।

[सं. एल-41012/166/2004-आईआर (बी-1)]

रणवीर सिंह, अनुभाग अधिकारी

New Delhi, the 10th May, 2016

S.O.922.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 46/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the management of Western Railway and their workmen, received by the Central Government on 10.05.2016.

[No. L-41012/166/2004-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,

Dated 17th December, 2015

Reference: (CGITA) No. 46/2005

1. The General Manager,
Western Railway,
Churchgate, Mumbai
2. The Divisional Railway Manager,
Western Railway, Pratapnagar,
Baroda-390004

...First Party

Vs.

Their Workman,
Sh. Robin R. Chauhan,
Through the divisional secretary,
Paschim Railway Karmachari Parishad,
Shastri Pole, Kothi, Baroda-390001

...Second Party

For the First Party :

For the Second Party :

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41012/166/2004-IR(B-I) dated 29.04.2005 referred the dispute for adjudication to the Industrial Tribunal, Baroda (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the Railway Administration through the Assistant Mechanical Engineer, Western Railway, Baroda in terminating the services of Shri Robin R. Chauhan, Pointsman by way of punishment of removal from service with immediate effect is legal, proper and justified? And ‘Whether the punishment of Removal from service with immediate effect is proportionate to the gravity of the misconduct? If not, to what relief concerned workman Shri Robin R. Chauhan is entitled to and what other directions are necessary in the matter?’”

2. This reference dates back to 29.04.2005 despite the service to both the parties and neither of the parties have been responding since last several dates. Thus, the Tribunal has no option but to dismiss the reference in default of the workman (second party).

The reference is dismissed in default of the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 10 मई, 2016

का.आ.923.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ सं. 66/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10.05.2016 को प्राप्त हुआ था।

[सं. एल-41012/148/2004-आईआर (बी-1)]

रणवीर सिंह, अनुभाग अधिकारी

New Delhi, the 10th May, 2016

S.O. 923.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 66/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the management of Western Railway and their workmen, received by the Central Government on 10.05.2016.

[No. L-41012/148/2004-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,

Dated 18th December, 2015

Reference: (CGITA) No. 66/2005

1. The Senior Divisional Mechanical Engineer,
Western Railway,
Diesel Shed, Vatva,
Ahmedabad(Gujarat)
2. The General Manager,
Western Railway,
Churchgate,
Mumbai

...First Party

Vs.

Their Workman,
Sh. Rajkumar K.
Through the Divisional Secretary,
Paschim Railway Karmachari Parishad,
E/209, Sarvottam Nagar, Nr. New Railway Colony, Sabarmati
Ahmedabad(Gujarat)-380019

...Second Party

For the First Party : Sh. Rakesh Sharma, Advocate

For the Second Party : Sh. R.S. Sisodia, C/o. P.R.K.P

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41012/148/2004-IR(B-I) dated 11.08.2005 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of Senior D.M.E., Diesel Vatva Western Railway by imposing penalty of down gradation from ELF-I to ELF-III to Shri Rajkumar K., ELF is legal and justified? If not what relief the workman is entitled to?”

2. This reference dates back to 11.08.2005. First party has been represented by their advocate Rakesh Sharma. Second party appear onn 29.11.2011 so its representative R.S. Sisodia but he did not prefer to file statement of claim. Thereafter, second party neither appeared nor filed the statement of claim. Thus, it appears that both parties are not interested in the proceedings of the reference. Therefore, Tribunal has no option but to dismiss the reference in default of the parties.

The reference is dismissed in default of the parties.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 10 मई, 2016

का.आ.924.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ सौराष्ट्र के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ सं. 154/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10.05.2016 को प्राप्त हुआ था।

[सं. एल-12012/128/2005-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 10th May, 2016

S.O.924.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 154/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the Industrial Dispute between the management of State Bank of Saurashtra and their workmen, received by the Central Government on 10.05.2016.

[No. L-12012/128/2005-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,

Dated 30th December, 2015

Reference: (CGITA) No. 154/2006

3. The Asst. General Manager,
State Bank of Saurashtra,
Region IV,
Sardar Baug, Near Rajkot House,
Rajkot (Gujarat)
4. The Branch Manager,
State Bank of Saurashtra, Mandvi Branch,
Kutch

...First Party

Vs.

Their Workman,
Sh. Kamlesh V. Bhanusali

...Second Party

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12012/128/2005-IR(B-I) dated 21.07.2006 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the Branch Manager of State Bank of Saurashtra, Mandvi Branch, Kutch and the AGM, Rajkot in terminating the services of Shri Kamlesh V. Bhanushali, a full time worker, working in Mandvi Branch w.e.f. 31.05.2004 orally without following the provisions of law is legal and justified? If not, what relief the workman concerned is entitled to?”

2. This reference dates back to 21.07.2006. Parties were served. First party filed vakilpatra but second party did not respond to the notice sent by the registered post and has also not filed the statement of claim. Thus, it appears that the second party has no interest in proceedings of the reference. Therefore, Tribunal has no option but to dismiss the reference in default of the second party.

The reference is dismissed in default of the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 10 मई, 2016

का.आ.925.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार करूर वैश्य बैंक लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ सं. 436/2004) (आईटीसी 102/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10.05.2016 को प्राप्त हुआ था।

[सं. एल-12012/374/2001-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 10th May, 2016

S.O. 925.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 436/2004) (ITC No. 102/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the management of Karur Vyas Bank Ltd. and their workmen, received by the Central Government on 10.05.2016.

[No. L-12012/374/2001-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

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

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,

Dated 17th December, 2015

Reference: (CGITA) No. 436/2004

Reference: (ITC) No. 102/2001

The Sr. General Manager,
Karur Vyas Bank Ltd.,
Central Office,
Erode Road,
P.B. No. 21, Karur-639002
Vs.

...First Party

Their Workman,
Shri Naresh K. Dave,
C/o. Chetan Manuprasad Pandya,
Mahadevlal Mulchand Ni Dharmshala,
Nr. Sarswati Temple, River Road,
Dist: Patan (Gujarat)

...Second Party

For the First Party : Sh. Uday K. Bhatt, Advocate
 For the Second Party : Sh. V.K. Jani, Advocate

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12012/374/2001-IR(B-I) dated 26.11.2001 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of The Karur Vyasya Bank Ltd, Karur in giving the punishment of dismissal from the services of the Bank to Shri Naresh K. Dave is justified? If not, what relief the concerned employee is entitled?”

2. This reference dates back to 26.11.2001. Both the parties have not been responding since last several dates. Thus it appears that both the parties have no inclination or willingness to proceed with the reference. Thus, the Tribunal has no option but to dismiss the reference in default of the workman (second party).

The reference is dismissed in default of the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 10 मई, 2016

का.आ.926.—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, अहमदाबाद के पंचाट (संदर्भ सं. 311/2004) (आईटीसी 72/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10.05.2016 को प्राप्त हुआ था।

[सं. एल-12012/462/99-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 10th May, 2016

S.O.926.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 311/2004) (ITC No. 72/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad 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 10.05.2016.

[No. L-12012/462/99-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

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

Present :

Pramod Kumar Chaturvedi,
 Presiding Officer, CGIT-cum-Labour Court,
 Ahmedabad,

Dated 4th January, 2016

Reference: (CGITA) No. 311/2004

Reference: (ITC) No. 72/2000

The Regional Manager,
 State Bank of India,
 LHO, Bhadra,
 Ahmedabad

...First Party

Vs.

Their Workman
Sh. KishorbhaiSadabhai Parmar,
GirdharnagarShantipura, ManubhaiChali,
Nr. Ankur Textile Marwadi ZLine,
Ahmedabad

...Second Party

For the First Party : KumMeenabhen Shah, Advocate

For the Second Party : Sh. B.B. Thesia, Advocate

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L- 12012/462/99/IR(B-I) dated 13.07.2000 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of State Bank of India, Regional Office, Bhadra Ahmedabad in orally terminating Shri KishorbhaiSadabhai Parmar from the services of the Bank without observing the provisions of section 25 F,G, & H of the Industrial Dispute Act, 1947 is legal and justified? If not, what relief the concerned workman is entitled?”

2. This reference dates back to 13.07.2000 . Second party submitted statement of claim (Ext.7) first party filed their written statement (Ext.9) Despite the same second party has been absent since last several dates. On 30.11.2015, second party was also given last opportunity to lead evidence but did not turn up. Thus, it appears that both parties are not interested in the proceedings of the reference. Therefore, Tribunal has no option but to dismiss the reference in default of the second party.

The reference is dismissed in default of the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 10 मई, 2016

का.आ.927.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ सं. 1103/2004) (आईटीसी 4/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10.05.2016 को प्राप्त हुआ था।

[सं. एल-41012/118/98-आईआर (बी-1)]

रणवीर सिंह, अनुभाग अधिकारी

New Delhi, the 10th May, 2016

S.O. 927.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1103/2004) (ITC No. 4/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the Industrial Dispute between the management of Western Railway and their workmen, received by the Central Government on 10.05.2016.

[No. L-41012/118/98-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,

Dated 4th January, 2016

Reference: (CGITA) No. 1103/2004

Reference: (ITC) No. 4/1999

1. The Divisional Railway Manager,
Western Railway,
Divisional Office,
Kothi Compound,
Rajkot-360001
2. The Chief Project Manager (construction),
Western Railway,
B.G. Station Building,
Second Floor, P.O.-Railwypa,
Ahmedabad-380002

...First Party

Vs.

Their Workman
Smt. Angamma Govindan,
Through the Secretary,
Railway Pensioners' Association,
'Ashirwar' 11,-Bajranjwadi,
Jamnagar Road,
Rajkot-360006

...Second Party

For the First Party :

For the Second Party : Sh. R.C. Pathak, Advocate

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L- 41012/118/98-IR(B-I) dated 12.03.1999 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the Divisional Railway Manager, Rajkot/Chief Project Manager (C) , Ahmedabad in denying pensionary benefits to Smt. Angamma Govindan, Ext. Gangwoman under P.W.I. Khambhalia, is valid and legal? If not, to what benefits the workman is entitled to and what directions are necessary in the matter?”

2. This reference dates back to 12.03.1999. Second party submitted his statement of claim in reply to it first party did not filed written statement. Despite the after giving the number of opportunities to the second party to proceed with the reference, second party did not turn up for leading evidence. Thus, the conduct of the second party appears to be casual. Thus, considering the in different attitude of the second party, Tribunal has no option but to dismiss the reference in default of the second party.

The reference is dismissed in default of the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 10 मई, 2016

का.आ.928.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ सं. 791/2004) (आईटीसी 02/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10.05.2016 को प्राप्त हुआ था।

[सं. एल-41011/26/2002-आईआर (बी-1)]

रणवीर सिंह, अनुभाग अधिकारी

New Delhi, the 10th May, 2016

S.O.928.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 791/2004) (ITC No. 02/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the management of Western Railway and their workmen, received by the Central Government on 10.05.2016.

[No. L-41011/26/2002-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,

Dated 11th January, 2016

Reference: (CGITA) No. 791/2004

Reference: (ITC) No. 02/2003

1. The Sr. Divisional Electrical Engineer (power),
Western Railway,
Pratapnagar,
Baroda-390004
2. The Sr. Section Engineer (electric- Rail Lighting Inspector)
Western Railway,
Pratapnagar,
Baroda-390004
3. The Divisional Railway Manager,
Western Railway,
Pratapnagar,
Baroda-390004

...First Party

Vs.

Their Workman
Sh. Laxman M.
Through the Divisional Secretary,
Paschim Railway Karmachari Parishad,
Shastri Pole,
Kothi,
Baroda-390001 (Gujarat)

...Second Party

For the First Party: -

For the Second Party: -

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L- 41011/26/2002-IR(B-I) dated 10.12.2002 referred the dispute for adjudication to the Industrial Tribunal, Baroda(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the Railway Administration, Western Railway, Baroda through its officers by awarding a penalty of stoppage of one increment for one year is proper, legal and justified? If not, what relief the concerned workman Shri Laxman M. is entitled?”

2. This reference dates back to 10.12.2002. First party filed his vakilpatra by Advocate Smt. K.J. Parekh but second party filed the vakilpatra of his advocate Sh. H.D. Kathrotia and Sh. R.S. Sisodia, General Secretary, P.R.K.P. but second party did not prefer to submit the statement of claim despite giving dozens of opportunities. Thus, it appears that second party is not interested in the proceedings of the reference. Therefore, Tribunal has no option but to dismiss the reference in default of the second party.

The reference is dismissed in default of the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 10 मई, 2016

का.आ.929.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ सं. 826/2004) (आईटीसी सं. 38/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10.05.2016 को प्राप्त हुआ था।

[सं. एल-41012/144/2003-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 10th May, 2016

S.O. 929.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 826/2004) (ITC No. 38/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the management of Western Railway and their workmen, received by the Central Government on 10.05.2016.

[No. L-41012/144/2003-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

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

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,

Dated 11th January, 2016

Reference: (CGITA) No. 826/2004

Reference: (ITC) No. 38/2003

1. The Divisional Railway Manager,
Western Railway,
Pratapnagar,
Baroda-390004
2. The Assistant Mechanical Engineer (C & W),
Western Railway,
Karechiya Yard,
Pratapnagar,
Baroda-390004

...First Party

Vs.

Their Workman
Sh. Shantilal C.
Through the Divisional Secretary,
Paschim Railway Karmachari Parishad,
Shastri Pole,
Kothi,
Baroda

...Second Party

For the First Party : Smt. K. J. Parikh, Advocate

For the Second Party : -

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L- 41012/144/2003-IR(B-I) dated 28.11.2003 referred the dispute for adjudication to the Industrial Tribunal, Baroda(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the Divisional Railway Administration, Western Railway, Baroda in not granting the promotion to Shri Shantilal C. to the post of Fitter Gr. II is legal, proper and justified? If not, what relief the concerned workman is entitled to and from which date?”

3. This reference dates back to 28.11.2003. Despite service to both parties, second party did not prefer to submit statement of claim. First party filed the vakilpatra of his advocate Smt. K. J. Parikh. Thus, it appears that second party is not interested in the proceedings of the reference. Therefore, Tribunal has no option but to dismiss the reference in default of the second party.

The reference is dismissed in default of the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 10 मई, 2016

का.आ.930.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कर्नाटका बैंक लि. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ सं. 156/2004) (आईटीसी सं. 40/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10.05.2016 को प्राप्त हुआ था।

[सं. एल-12012/212/98-आईआर (बी-1)]

रणवीर सिंह, अनुभाग अधिकारी

New Delhi, the 10th May, 2016

S.O. 930.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 156/2004) (ITC No. 40/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the management of Karnataka Bank Ltd. and their workmen, received by the Central Government on 10.05.2016.

[No. L-12012/212/98-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

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

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,

Dated 13th January, 2016

Reference: (CGITA) No. 156/2004

Reference: (ITC) No. 40/1999

1. The Branch Manager,
Karnataka Bank Ltd.,
Relief Road Branch,
Ahmedabad-380001

...First Party

Vs.

Their Workman
Sh.Kishore J. Solanki,
1645, Chandra Nivas,
B/h Saraspur Post Office,
Saraspur, Ahmedabad

...Second Party

For the First Party :

For the Second Party :

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L- 12012/212/98-IR(B-I) dated 22.01.1999 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of Karnataka Bank Ltd. Ahmedabad is justified in terminating the services of Shri Kishore J. Solanki, ex-employee w.e.f. 15.7.77? If not, what relief the workman concerned is entitled to?”

4. This reference dates back to 22.01.1999. Second party submitted statement of claim (Ext.3) on 09.03.1999. First party also filed written statement 18.11.1999. after submitting aforesaid documents both the parties have been absent since last several dates. Thus, it appears that second party is not interested in the proceedings of the reference. Therefore, Tribunal has no option but to dismiss the reference in default of the both the parties.

The reference is dismissed in default of the both the parties.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 10 मई, 2016

का.आ. 931.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ सं. 374/2004) (आईटीसी सं. 22/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10.05.2016 को प्राप्त हुआ था।

[सं. एल-41011/7/2000-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 10th May, 2016

S.O. 931.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 374/2004) (ITC No. 22/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the management of Western Railway and their workmen, received by the Central Government on 10.05.2016.

[No. L-41011/7/2000-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

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

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,

Dated 91th January, 2016

Reference: (CGITA) No. 374/2004

Reference: (ITC) No. 22/2001

1. The Divisional Railway Manager,
Western Railway,
Divisional Office,
Kothi Compound,
Rajkot (Gujarat) -360001

.....First Party

Vs.

Their Workmen
Through the general secretary,
Paschim Railway Karmachari Parishad ,
E/209,
Sarvottam Nagar,
Nr. New Railway Colony,
Sabarmati,
Ahmedabad (Gujarat)-380019

.....Second Party

For the First Party : Sh. H.B. Shah, Advocate

For the Second Party : Sh. B.K. Oza, Advocate

AWARD

The Government of India/Ministry of Labour ,New Delhi by reference adjudication Order No. L- 41011/7/2000/-IR(B-I) dated 30.01.2001 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“1. Whether the action of the Divisional Railway Manager, Western Railway , Rajkot to issue SF-11 and stop an annual Increment w.e.f. 24.10.1997 of Shri S.C. Pandey, Clerk is just, valid and legal? If not to what benefits the workman is entitled?”

“2. Whether the action of the Divisiobal Raiwlay Manager, Western Railway, Rajkot to issue SF-11 and stop one set of pass w.e.f. 5-5-1998 of Shri Harishchandra S. , Driver is just, valid and legal?”

“3. Whether the action of the Divisional Railway Manager, Western Railway, Rajkot to give N.R.F. allowance instead of Running Room allowanceto Shri Bhanwarlal R. Sunter is just, valid and legal? If not to what benefits the workman is entitled?”

“4. Whether the demand of the Paschim Railway Karmachari Parishad ,Ahmedabad against the management of Divisional Railway Manager, Western Railway Rajkot to credit 4 days leave instead of 221 days leave in account of Shri Kishan Lal R. r, Ex. Chief Train Examiner, Ahmedabad is just valid and legal? If so, to what benefits the workman is entitled?”

2. This reference dates back to 30.01.2001. Second party submitted statement of claim (Ext.7) on 08.08.2001. First party filed the vakalatnama of his advocate Sh. Janak R. Pandya of Rajkot who did not prefer to file the written statement but second party has not been responding since last several dates. Thus, it appears that second party is not interested in the proceedings of the reference. Therefore, Tribunal has no option but to dismiss the reference in default of the both parties.

The reference is dismissed in default of the both parties.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 10 मई, 2016

का.आ. 932.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एच डी एफ सी बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अरूनाकुलम के पंचाट (संदर्भ सं. 3/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10.05.2016 को प्राप्त हुआ था।

[सं. एल-12011/73/2011-आईआर (बी-1)]

रणवीर सिंह, अनुभाग अधिकारी

New Delhi, the 10th May, 2016

S.O. 932.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 3/2012) of the Ernakulam as shown in the Annexure in the Industrial Dispute between the management of HDFC and their workmen, received by the Central Government on 10.05.2016.

[No. L-12011/73/2011-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

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

Present: Shri.K. Sasidharan, B.Sc., LLB, Presiding Officer

(Thursday the 31st day of December, 2015/10th Pausha, 1937)

ID 3/2012

- | | | |
|------------|---|--|
| Union | : | The General Secretary,
HDFC Bank Employees' Union,
Central Office,
Narayana Smruthi Buildings,
Peruvaram,
North Paravur – 683513.

By Adv. Shri H.B. Shenoy |
| Management | : | The Vice President,
HDFC Bank,
Indian Express Building,
Kaloor,
Kochi – 682017.

By Adv. Shri Saji Varghese |

This case coming up for final hearing on 04.12.2015 and this Tribunal-cum-Labour Court on 31.12.2015 passed the following:

AWARD

In exercise of the powers conferred by clause (d) of sub-section(1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India/Ministry of Labour vide its Order No-L-12011/73/2011-IR(B-I) dated 09.01.2012 referred the industrial dispute scheduled thereunder for adjudication to this tribunal.

2. The dispute is:
“Whether the action of the management of the HDFC Bank Limited in stopping the increments for 48 days in r/o all the workman of the Bank, is legal and justified? To what relief the Union is entitled?”
3. On receipt of the order of reference No.L-12011/73/2011-IR(B-I) dated 09.01.2012 from the Ministry of Labour, summons was issued to the parties to appear and answer all material questions relating to dispute and to produce documents to substantiate their respective contentions. Before this Tribunal the union as well as the management entered appearance through counsels and submitted their pleadings.
4. The contentions of the union in brief are as follows:-

The union has stated that the management, which is a banking company has illegally enforced the stoppage of increments by 48 days with cumulative effect on all their workmen after the merger of the erstwhile Centurion Bank Ltd. with the present management – HDFC Bank Ltd. The management did so without issuing any memo, show cause notice or chargesheet to the workmen. The management did not conduct any enquiry before initiating the stringent action even though the union submitted repeated representation before the management to review and revoke the stoppage of increments and to restore the increments withheld to the workmen. The union has stated that the action of the management is illegal, unjust and it was enforced without affording an opportunity of being heard and in violation of the principles of natural justice. According to the union the action of the management in stopping the increment for the period from 06.09.2006 to 23.10.2006 is illegal, against the terms and conditions of the Bipartite Settlements and also

against the awards to which the management is a party. It is stated that the terms of amalgamation is approved by the Reserve Bank of India and it is valid and binding on the management. It is stated that the action of the management is illegal, contrary to the understanding and undertaking entered into between the management and the union while recalling the strike. Therefore, the union has requested to pass an award to the effect that the action of the management HDFC Bank Ltd. in stopping increments for 48 days in respect of all workmen of the bank as illegal and unjust and that the workmen are entitled to restoration of the increments withheld by the management for 48 days and to direct them to pay all other benefits incidental thereto.

5. The management filed written statement denying the claim of the union. They have stated that the claim by the union is not sustainable either in law or on facts. They have stated that the Lord Krishna Bank was amalgamated with the Centurion Bank of Punjab on 29.08.2007 and the Centurion Bank of Punjab was amalgamated with the HDFC Bank Ltd. on 23.05.2008. It is stated that the employees of the Lord Krishna Bank Ltd., including the workmen went on illegal strike from 06.09.2006 to 23.10.2006 and they have abstained from the duties for 48 days without notice. As a result of the illegal strike by the employees, the business of the bank was badly affected causing great loss to the bank and its customers including the loss of damage to its recognition. In view of the illegal strike and unauthorized absence for 48 days, the increment of all employees including the workmen who abstained from work were postponed by 48 days. The increment was released effective from the first day of the month in which due date of increment which fell due after postponement, strictly in accordance with the terms and conditions stipulated in the Bipartite Settlement. Since the workmen absented from work for 48 days, they have not earned wages during that period and that the management did not pay any wages to them during the said period of 48 days of strike. The contention of the union that the management unilaterally postponed the increment by 48 days, is false and incorrect. If no wages is earned or payable no increment in the wages is earned and payable. The contention that the management has not issued any memo, show cause notice or chargesheet before the impugned action is incorrect. Since the workmen has admitted that they were on strike for 48 days and that they have abstained from doing work during those 48 days, they have not earned salary during that period and hence the postponement of increment during the strike period is just and proper. The management has not violated any of the terms and conditions in the scheme of amalgamation. The management has requested to disallow the claim by the union.

6. The union has filed a replication refuting the claims by the management. They have reiterated the contentions in the claim statement.

7. On behalf of the union WW1 was examined and Exts.W1 to W3 are the documents marked on their side. On behalf of the management no oral evidence is adduced. Ext.M1 is the document marked on behalf of the management. Heard Counsel for the Union and that of the Management.

8. The points for consideration are:

- (i) Whether the action of the management of the HDFC Bank Ltd. in stopping the increments for 48 days (from 06.09.2006 to 23.10.2006) in respect of all the workmen of the bank is legal and justifiable?
- (ii) To what relief the union is entitled?

9. Point Nos.(i) and (ii):- The Union is representing the workmen in the management of HDFC Bank Ltd. The workmen on whose behalf the union has raised the dispute were employees of the Lord Krishna Bank Ltd. The Lord Krishna Bank Ltd was amalgamated with the Centurion Bank of Punjab on 29.08.2007. Subsequently the Centurion Bank of Punjab was amalgamated with the management – HDFC Bank Ltd. on 23.05.2008. Against the amalgamation, the employees of the Lord Krishna Bank Ltd. went on strike for a period of 48 days from 06.09.2006 to 23.10.2006. They abstained from duty during that period and when the strike was recalled they rejoined duty. The strike period was for 48 days. After the amalgamation process the management bank refused to reckon the 48 days from 06.09.2006 to 23.10.2006 for calculating the increment payable to the employees. According to the union the unilateral action on the part of the management in stopping the increments/postponing the increments by 48 days during the strike period, that too without issuing any memo, show cause notice, chargesheet or without conducting any enquiry is illegal, against the terms of the Bipartite Settlements and the awards binding on the parties. They have sought restoration of the increment withheld by the management bank and to grant all other benefits incidental thereto.

10. The management has contended that the employees went on strike without issuing notice and they abstained from duty from 06.09.2006 to 23.10.2006 i.e., 48 days and as a result the business of the bank was severely affected, which caused loss to the bank and its customers including loss of business and damage to its reputation. It is stated that all the employees including the workmen have not paid wages during the strike period of 48 days. According to them the employees are not entitled to the increment claimed for the reason that the workmen have not earned any salary during the strike period of 48 days. It is stated while withdrawing the strike there was no agreement or arrangement to treat the strike period as period of duty. According to the management since the workmen have not earned any wages during the strike period of 48 days they are not entitled to get increment during that period. They have stated that the claim of the union is unsustainable in law.

11. While examined as WW1 the General Secretary of the union has stated that the management illegally enforced the stoppage of increments for 48 days with cumulative effect on all their workmen. He has further stated that before imposing the punishment the management has not issued any memo, chargesheet or any written order and hence their action is clear violation of the principles of natural justice. During cross examination WW1 has stated that all the employees in the management bank below the cadre of Assistant Manager were on strike from 06.09.2006 to 23.10.2006. He has admitted that the union has challenged the amalgamation scheme before the Hon'ble High Court of Kerala. WW1 has stated that the amalgamation scheme was approved by the Reserve Bank of India. WW1 has admitted that during the strike period the management has not paid salary to any of the employees who were on strike. According to WW1 the postponement of increment by 48 days by the management is a punishment.

12. Learned counsel for the union submitted that the postponement/withholding of increment by the management is against the terms of the Bipartite Settlement and that it is against the guidelines in the Awards binding on the parties. The learned counsel submitted that increments can be withheld only for substantially impressing or proved misconduct or inefficiency. According to the learned counsel for the union the action of the management in postponing the increment is a penal action and it was imposed on the workmen without serving notice, without hearing them, without issuing any chargesheet or conducting any enquiry.

13. The learned counsel for the management submitted that the workmen went on illegal strike without notice and that they have not earned any wages during the strike period of 48 days. It is also stated that the postponement of increment by 48 days for the period during which the workmen had not earned any salary or wages, is perfectly legal, just and proper. The learned counsel for the management submitted that the increment for the period of unauthorized absence or the period went on illegal strike is not allowable. The learned counsel relied on the ruling reported in A.P.SRTC AND ANOTHER Versus S.NARSAGOUD - (2003) 2 SCC 212 and BANK OF INDIA Versus T.S.KELAWALA AND OTHERS (1990) 4 SCC 744 and submitted that the workmen are not entitled to get increments for the period during which they were on strike. In the second decision referred above the Hon'ble Supreme Court has held that:

“Deliberate abstention from work, whether by resort to strike or go slow or any other method, legitimate or illegitimate, resulting in no work for the whole day or days or part of a day or days, will entitle the management to deduct, pro rata or otherwise, wages of the participating workmen notwithstanding absence of any stipulation in the contract of employment or any provision in the service rules, regulations or Standing Orders – In cases of such undisputed mass misconduct deduction of wages will not require disciplinary proceedings – Amount of deduction of wages will depend on facts and circumstances – Payment of Wages Act, 1936, Sections 7(2)(b) and 9”.

14. The learned counsel also referred to the ruling reported in STATE OF PUNJAB Versus JASWANT SINGH KANWAR - (2014) 13 SCC 622. In that ruling the Hon'ble Supreme Court has held that:

“Increment is an incidence of employment and an employee gets an increment by working the full year and drawing full salary, while on duty”.

The dictum laid down in the decision referred above is to the effect that an employee is entitled to get increment by working the full year and drawing full salary while on duty.

15. In this case admittedly the workmen have not done any work during the strike period of 48 days from 06/09/2006 to 23/10/2006. They have not earned any salary during the strike period.

16. Ext.W3 is copy of the minutes of the bilateral discussion between the management of the Lord Krishna Bank and the representative of the United Forum of Lord Krishna Bank unions. As per the decision in that meeting the strike was called off and the parties agreed to restore complete normalcy. In Ext.W3 there is no mention regarding the payment of wages during the striking period of 48 days from 06.09.2006 to 23.10.2006. As a goodwill measure the management agreed to sanction interest free salary advance to the staff members equivalent to one month's gross salary, to be repaid in 12 monthly instalments.

17. Since the workmen have not done any work during the strike period from 06.09.2006 to 23.10.2006 and that they have not earned any salary during the strike period, their claim for increments during the strike period of 48 days, is not sustainable in law. Therefore, the issue referred for adjudication is answered to the effect that the workmen of the management bank are not entitled to get increments for 48 days from 06.09.2006 to 23.10.2006. It follows that the union is not entitled to any of the relief as per this reference. The reference is answered accordingly.

The award will come into force one month from the date of its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 31st day of December, 2015.

SASIDHARAN K., Presiding Officer

APPENDIX**Witness for the union**

WW1 30.12.2014 Shri N. Rajendrakumar

Witness for the management - NIL

Exhibits for the union

- W1 - Copy of NOTICE dated 01.04.2006 issued by the Lord Krishna Bank Limited, Kaloore, Kochi along with copy of Scheme of Amalgamation of Lord Krishna Bank Limited with Centurion Bank of Punjab Limited
- W2 - Copy of Scheme of Amalgamation dated 01.04.2008 of Centurion Bank of Punjab Limited with HDFC Bank Limited
- W3 - Copy of Minutes of the bi-lateral discussions held on 18.10.2006 & 23.10.2006 in pursuance of the advice of Regional Labour Commissioner(Central), Cochin, between the management of Lord Krishna Bank Ltd and the representatives of the United Forum of LKB unions – Lord Krishna Bank Officers Association(AIBOC), Lord Krishna Bank Officers Association (AIBOA), Lord Krishna Bank Employees Union (AIBEA), Lord Krishna Bank Workers Organisation (NOBW)

Exhibits for the management

- M1 - Copy of Notification dated 22.03.2006 issued by the Ministry of Labour & Employment, Government of India to the Manager, Government of India Press, Mayapuri Industrial Area, Ring Road, New Delhi – 110064.

नई दिल्ली, 11 मई, 2016

का.आ.933.—जबकि मैसर्स रौनक आटोमोटिव कम्पोनेंट्स लिमिटेड (बरेली उपक्षेत्र में कोड संख्या यूपी/16621 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 संबंध में समय-समय पर विनिर्दिष्ट शर्तों के अध्याधीन, उक्त प्रतिष्ठान को अगली अधिसूचना के साथ सन्तुष्ट शर्तों के अध्याधीन उक्त प्रतिष्ठान को अगली अधिसूचना तक 01.04.1993 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/12/2015-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 प्राप्ति 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 जाएं।

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 नियोक्ता 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 11th May, 2016

S.O. 933.— Whereas M/s. Raunaq Automotive Components Limited [under Code No. UP/16621 in Bareilly 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 specified in this regard from time to time, the Central Government, herewith, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01.04.1993 until further notification.

[No. S-35015/12/2015-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, 11 मई, 2016

का.आ.934.—जबकि मैसर्स एल्काटेल लुसेंट इंडिया लिमिटेड (गुडगांव क्षेत्र में कोड संख्या एचआर/9202 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 01.08.2007 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/112/2014-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 प्राप्ति 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 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 प्रिंटऑउट 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 देगे।

(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 जाएं।

22. नियोक्ता और न्यासी बोर्ड के सदस्य शर्तों का पालन करने की सहमति देते हुए लिखित वचन देगे 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 रह जाने 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 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 बसूली 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 11th May, 2016

S.O. 934.— Whereas M/s. Alcatel Lucent India Limited [under Code No. HR/9202 in Gurgaon 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 01.08.2007 until further notification.

[No. S-35015/112/2014-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, 11 मई, 2016

का.आ.935.—जबकि मैसर्स जुबिलेंट इंडस्ट्रीज लिमिटेड (नोएडा उपक्षेत्र में कोड संख्या यूपी/49271 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 01.11.2010 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/104/2014-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 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 देगा।

(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 संजूरी 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 जाएं।

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 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 नियोक्ता 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 नियोजित 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/नियोजित 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 11th May, 2016

S.O.935.— Whereas M/s. Jubilant Industries Limited [under Code No. UP/49271 in Noida 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 01.11.2010 until further notification.

[No. S-35015/104/2014-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, 11 मई, 2016

का.आ.936.—जबकि मैसर्स डेज मेडिकल (यूपी) प्रा. लिमिटेड (इलाहाबाद उपक्षेत्र में कोड संख्या यूपी/4386 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 01.07.1974 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/29/2015-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 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 प्राप्ति 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 जाएं।
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 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 नियोक्ता 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 11th May, 2016

S.O.936.— Whereas M/s. Dey's Medical (UP) Pvt. Limited [under Code No. UP/4386 in Allahabad 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 01.07.1974 until further notification.

[No. S-35015/29/2015-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, 11 मई, 2016

का.आ. 937.—जबकि मैसर्स कॉमवीवा टेक्नालॉजीस लिमिटेड [दिल्ली (दक्षिण) क्षेत्र में कोड संख्या डीएल/23780 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 01.03.2009 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/22/2015-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 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 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 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 प्राप्ति 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 जाएं।
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 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 11th May, 2016

S.O.937.— Whereas M/s. Comviva Technologies Limited [under Code No. DL/23780 in Delhi (South) 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 01.03.2009 until further notification.

[No. S-35015/22/2015-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, 11 मई, 2016

का.आ.938.—जबकि मैसर्स आईएफजीएल रिफ्रेक्टोरिज लिमिटेड (राउरकेला उपक्षेत्र में कोड संख्या ओआर/3480 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 01.08.1988 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/87/2014-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 अधिसूचक 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 द्राष्टिक 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 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 देगे 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 11th May, 2016

S.O.938.— Whereas M/s. IFGL Refractories Limited [under Code No. OR/3480 in Rourkela 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 01.08.1988 until further notification.

[No. S-35015/87/2014-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, 11 मई, 2016

का.आ.939.—जबकि मैसर्स सुमिटोमो कॉर्पोरेशन इंडिया प्रा. लिमिटेड [दिल्ली (उत्तरी) क्षेत्र में कोड संख्या डीएल/1654 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 27.03.1967 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/88/2009-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 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 संजूरी और नियोक्ता की सेवा छोड़ने की स्थिति में सदस्य के भविष्य निधि संचयन के अंतरण और प्रतिभूतियों की बिक्री द्वारा अन्य किसी प्राप्ति 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 जाएं।
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 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 11th May, 2016

S.O.939.— Whereas M/s. Sumitomo Corporation India Pvt. Ltd. [under Code No. DL/1654 in Delhi (North) 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 27.03.1967 until further notification.

[No. S-35015/88/2009-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, 11 मई, 2016

का.आ.940.—जबकि मैसर्स आईवीपी लिमिटेड (बांद्रा क्षेत्र में कोड संख्या एमएच/बीएन/885 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 01.05.2010 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/13/2015-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 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 जाएं।

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 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 11th May, 2016

S.O.940 .— Whereas M/s. IVP Limited [under Code No. MH/BAN/885 in Bandra 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 01.05.2010 until further notification.

[No. S-35015/13/2015-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, 11 मई, 2016

का.आ.941.—जबकि मैसर्स हिन्दुस्तान एयरोनॉटिक्स लिमिटेड (इलाहाबाद उपक्षेत्र में कोड संख्या यूपी/11867 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 15.11.1984 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/107/2014-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 प्राप्ति 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 देगे।
(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 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 11th May, 2016

S.O. 941.— Whereas M/s. Hindustan Aeronautics Limited [under Code No. UP/11867 in Allahabad 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 15.11.1984 until further notification.

[No. S-35015/107/2014-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, 11 मई, 2016

का.आ.942.—जबकि मैसर्स वालेम शिपमेनेजमेंट (इंडिया) प्रा. लिमिटेड (कांदीवली क्षेत्र में कोड संख्या एमएच/38271 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 सन्मलग्न शर्तों के अध्याधीन उक्त प्रतिष्ठान को अगली अधिसूचना तक 01.06.1993 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/14/2015-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 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 प्राप्ति 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 जाएं।

22. नियोक्ता और न्यासी बोर्ड के सदस्य शर्तों का पालन करने की सहमति देते हुए लिखित वचन देगे 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 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 11th May, 2016

S.O.942.— Whereas M/s. Wallen Shipmanagement (India) Pvt. Limited [under Code No. MH/38271 in Kandivali 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 01.06.1993 until further notification.

[No. S-35015/14/2015-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, 11 मई, 2016

का.आ.943.—जबकि मैसर्स सेबिक इनोवेटिव प्लॉस्टिक्स इंडिया प्रा. लिमिटेड (गुडगांव क्षेत्र में कोड संख्या एचआर/जीजीएन/31136 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 01.09.2010 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/62/2014-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 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 द्राष्टिक 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 जाएं।

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 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 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 11th May, 2016

S.O. 943.— Whereas M/s. SABIC Innovative Plastics India Pvt. Limited [under Code No. HR/GGN/31136 in Gurgaon 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 01.09.2010 until further notification.

[No. S-35015/62/2014-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.