

सत्यमेव जयते

भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY
साप्ताहिक
WEEKLY

सं. 49]	नई दिल्ली, नवम्बर 27—दिसम्बर 3, 2016, शनिवार/ अग्रहायण 6—अग्रहायण 12, 1938
No. 49]	NEW DELHI, NOVEMBER 27—DECEMBER 3, 2016, SATURDAY/ AGRAHAYANA 6—AGRAHAYANA 12, 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)

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

नई दिल्ली, 23 नवम्बर, 2016

का.आ. 2304.—दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 3 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार निम्नलिखित अपराधों को ऐसे अपराध के रूप में निर्दिष्ट करती है जिनका अन्वेषण दिल्ली विशेष पुलिस स्थापन करेगी। इसके नाम हैं :-

- (क) भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 459 के अंतर्गत दंडनीय अपराध
- (ख) उक्त अपराधों अथवा किए गए किन्हीं अपराधों अथवा इसी तरह के तथ्यों से उद्भूत अपराधों के सम्बन्ध में किए गए प्रयास, दुष्प्रेरण और षडयंत्र।

[फा. सं. 228/50/2016-एवीडी-II]

एस. पी. आर. त्रिपाठी, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS**(Department of Personnel and Training)**New Delhi, the 23rd November, 2016

S.O. 2304.—In exercise of the powers conferred by Section 3 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government hereby specifies the following offences as the offences which are to be investigated by the Delhi Special Police Establishment namely :—

- (a) Offences punishable under section 459 of Indian Penal Code 1860 (Act No. 45 of 1860)
- and
- (b) Attempts, abetments and conspiracies in relation to or in connection with the offence mentioned above and any other offence/offences committed in course of the same transaction or arising out of the same facts.

[F.No. 228/50/2016-AVD-II]

S. P. R. TRIPATHI, Under Secy.

नई दिल्ली, 23 नवम्बर, 2016

का.आ. 2305.—केन्द्र सरकार, एतद्द्वारा दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए हरियाणा राज्य सरकार, गृह विभाग की दिनांक 04.10.2016 के आदेश सं. 20/8/2016-3एचजीआई द्वारा दी गई सहमति से एतद्द्वारा भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 459, 460, 302, 376-डी, 396, 397, यौन अपराधों से बच्चों की सुरक्षा अधिनियम, 2012 (2012 का अधिनियम सं. 32) की धारा 6 और 25/54/59 सशस्त्र अधिनियम [अर्थात् सशस्त्र अधिनियम 1959 की धारा 25 (1959 की अधिनियम सं. 54)] के अंतर्गत पुलिस थाना, तारू जिला मेवात में कत्ल डकैती और नाबालिग लड़की के साथ सामूहिक बलात्कार तथा उक्त अपराधों अथवा किए गए किन्हीं अपराधों अथवा इसी तरह के तथ्यों से उद्भूत अपराधों और तदनुसार दोषी व्यक्ति के विरुद्ध दौड़िक अभियोजन के संबंध में किए गए प्रयास, दुष्प्रेरण और षडयंत्र के मामले के अन्वेषण के लिए दिनांक 25.08.2016 को दर्ज प्राथमिकी एफआईआर सं. 247 के संबंध में दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों एवं क्षेत्राधिकार का विस्तार एतद्द्वारा संपूर्ण हरियाणा राज्य पर करती है।

[फा. सं. 228/50/2016-एवीडी-II]

एस. पी. आर. त्रिपाठी, अवर सचिव

New Delhi, the 23rd November, 2016

S.O. 2305.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Haryana, Home Department, vide order No. 20/8/2016-3GHI dated 04.10.2016, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Haryana for investigation of Case FIR No. 247 dated 25.08.2016 under section 459, 460, 302, 376-D, 396, 397 of the Indian Panel Code, 1860 (Act No. 45 of 1860), Section 6 of The Protection of Children from Sexual Offences Act, 2012 (Act No. 32 of 2012) and 25/54/59 Arms Act [i.e. Section 25 of Arms Act, 1959 (Act No. 54 of 1959)], registered at Police Station Tauru District Mewat pertaining to murder, dacoity and gang rape of minor girl and any other offence/offences, attempts, abetments and conspiracies in relation to or in connection with the above mentioned offences and any other offence or offences committed arising out of the same facts and simultaneously launching of criminal prosecution against guilty persons.

[F. No. 228/50/2016-AVD-II]

S. P. R. TRIPATHI, Under Secy.

स्वास्थ्य एवं परिवार कल्याण मंत्रालय**(स्वास्थ्य एवं परिवार कल्याण विभाग)**

नई दिल्ली, 17 नवम्बर, 2016

का.आ. 2306.—जबकि भारतीय आयुर्विज्ञान परिषद (संशोधन) अध्यादेश, 2013 की धारा 3क की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए दिनांक 6 नवम्बर, 2013 को भारतीय आयुर्विज्ञान परिषद का पुनर्गठन किया गया था।

और जबकि भारतीय आयुर्विज्ञान अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा (1)(क) के प्रावधान के अनुसरण में 05.11.2013 से महाराष्ट्र सरकार के प्रतिनिधि के रूप में डॉ. किशोर बी. ताओरी को भारतीय आयुर्विज्ञान परिषद के सदस्य के रूप में नामित किया गया था।

और जबकि भारतीय आयुर्विज्ञान परिषद ने सूचना दी है कि आईएमसी अधिनियम, 1956 की धारा 3 (1)(क) के तहत महाराष्ट्र सरकार के प्रतिनिधि डॉ. किशोर बी. ताओरी का निधन हो गया है। इसलिए, आईएमसी अधिनियम, 1956 की धारा 3 (1)(क) के तहत महाराष्ट्र सरकार के प्रतिनिधि डॉ. किशोर बी. ताओरी अब भारतीय आयुर्विज्ञान परिषद के सदस्य नहीं रहे हैं।

अब इसलिए, महाराष्ट्र सरकार के प्रतिनिधि डॉ. किशोर बी. ताओरी को तत्काल प्रभाव से भारतीय आयुर्विज्ञान परिषद का सदस्य न होना माना जाएगा।

[सं. वी-11013/01/2016-एमईपी]

अमित बिस्वास, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE**(Department of Health and Family Welfare)**

New Delhi, the 17th November, 2016

S.O. 2306.—Whereas on 6th November, 2013, the Medical Council of India was re-constituted in exercise of the powers conferred by sub-section (1) of section 3A of the Indian Medical Council (Amendment) Ordinance, 2013;

And whereas in pursuance of the provision of sub-section (1)(a) of Section 3 of the Indian Medical Act, 1956 (102 of 1956), Dr. Kishor B. Taori was nominated as a member of the Medical Council of India representing Government of Maharashtra with effect from 05-11-2013;

And whereas the Medical Council of India has informed that Dr. Kishor B. Taori, representing Government of Maharashtra under section 3(1)(a) of IMC Act, 1956 has passed away. Therefore, Dr. Kishor B. Taori has ceased to be a member of Medical Council of India representing Government of Maharashtra under section 3(1)(a) of IMC Act, 1956.

Now, therefore, Dr. Kishor B. Taori shall be deemed to have ceased to be a member of the Medical Council of India representing Government of Maharashtra with immediate effect.

[No. V-11013/01/2016-MEP]

AMIT BISWAS, Under Secy.

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

नई दिल्ली, 23 नवम्बर, 2016

का.आ. 2307.—ऑरोविले प्रतिष्ठान अधिनियम, 1988 (1988 का 54) की धारा 12 के साथ पठित धारा 11 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा इस अधिसूचना की तारीख से चार वर्षों की अवधि के लिए निम्नलिखित व्यक्तियों को ऑरोविले प्रतिष्ठान के शासी बोर्ड के सदस्य के रूप में नियुक्त करती है :

1. डॉ. कर्ण सिंह (संसद सदस्य, राज्य सभा)
3, न्याय मार्ग, चाणक्यपुरी, नई दिल्ली
2. संयुक्त सचिव (आई.सी.सी.),
मानव संसाधन विकास मंत्रालय,
भारत सरकार
3. संयुक्त सचिव तथा वित्त सलाहकार,
मानव संसाधन विकास मंत्रालय,
भारत सरकार

-(अध्यक्ष)

[ऑरोविले प्रतिष्ठान अधिनियम की धारा 11 (1) (i) के तहत]

-(पदेन सदस्य)

[ऑरोविले प्रतिष्ठान अधिनियम की धारा 11 (1) (ii) के तहत]

-(पदेन सदस्य)

[ऑरोविले प्रतिष्ठान अधिनियम की धारा 11 (1) (ii) के तहत]

डॉ. कर्ण सिंह बोर्ड के मानद अध्यक्ष के रूप में कार्य करेंगे।

[सं. एफ. 27-9/2012-यू.यू.]

राकेश रंजन, संयुक्त सचिव

MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department of Higher Education)

New Delhi, the 23rd November, 2016

S.O. 2307.—In exercise of the powers conferred by Section 11 read with Section 12, of the Auroville Foundation Act, 1988 (54 of 1988), the Central Government hereby nominates the following persons as members of the Governing Board of the Auroville Foundation for a period of four years w.e.f. the date of this notification :

1. Dr. Karan Singh (MP, Rajya Sabha)
3, Nyaya Marg, Chanakyapuri, New Delhi
2. Joint Secretary (ICC),
Ministry of Human Resource Development,
Govt. of India
3. Joint Secretary & Finance Adviso,r
Ministry of Human Resource Development,
Govt. of India

-(Chairman)

[under Section 11 (1) (i) of Auroville Foundation Act]

-(Ex-Officio Member)

[under Section 11 (1) (ii) of Auroville Foundation Act]

-(Ex-Officio Member)

[under Section 11 (1) (ii) of Auroville Foundation Act]

Dr. Karan Singh will function as Chairman of the Board in an honorary capacity.

[No. F. 27-9/2012-UU]

RAKESH RANJAN, Jt. Secy.

नई दिल्ली, 28 नवम्बर, 2016

का.आ. 2308.—मानव संसाधन विकास मंत्रालय की अधिसूचना का.आ. 1689 दिनांक 24 अप्रैल, 2014 जो भारत के राजपत्र: खण्ड II, धारा 3, उप-धारा (ii) दिनांक 14.06.2014 के पृष्ठ सं. 4485 में प्रकाशित हुई थी, जिसमें एक शिक्षा ऋण हेतु क्रेडिट गारंटी फंड की प्रबंधन समिति गठित की गई थी, के अधिक्रमण में यह मंत्रालय एतद्वारा उक्त समिति का निम्नवत पुनर्गठन करता है:-

- | | | |
|-------|---|-------------------|
| (i) | सचिव, उच्चतर शिक्षा विभाग | - अध्यक्ष (पदेन), |
| (ii) | संयुक्त सचिव (आईएफ), वित्त सेवा विभाग | - सदस्य, |
| (iii) | संयुक्त सचिव (पीएफ. II), व्यय विभाग | - सदस्य, |
| (iv) | संयुक्त सचिव (उच्चतर शिक्षा), उच्चतर शिक्षा विभाग | - सदस्य |
| (v) | सलाहकार, नीति आयोग | - सदस्य, |
| (vi) | शिक्षा विशेषज्ञ (प्रो. संजय जी. ढांडे) | - सदस्य, |

- | | | |
|--------|---|--------------|
| (vii) | बैंक विशेषज्ञ (श्री एस.एस. भट्ट, पूर्व सी.जी.एम., कैनरा बैंक) | - सदस्य |
| (viii) | मुख्य कार्यकारी अधिकारी, एनसीजीटीसी, मुंबई | - सदस्य सचिव |

[फा.सं. 18-1/2013-यू.5]

राजेन्द्र प्रसाद तिवारी, अवर सचिव

New Delhi, the 28th November, 2016

S.O. 2308.—In supersession of Ministry of Human Resource Development's notification S.O.1689 dated 24th April, 2014 appearing on Page No. 4485 in the Gazette of India : Part II, Section 3, Sub-section (ii) dated 14-6-2014 constituting a Management Committee of Credit Guarantee Fund for Education Loans, this Ministry hereby re-constitutes the Committee as under :-

- | | | |
|--------|---|-------------------------|
| (i) | Secretary, Department of Higher Education | - Chairman (ex officio) |
| (ii) | Joint Secretary (IF), Dept. of Financial Services | - Member |
| (iii) | Joint Secretary (PF.II), Dept. of Expenditure | - Member |
| (iv) | Joint Secretary (HE), Dept. of Higher Education | - Member |
| (v) | Advisor, NITI Aayog | - Member |
| (vi) | Education Expert (Prof. Sanjay G. Dhande) | - Member |
| (vii) | Banking Expert (Shri S.S. Bhat, former C.G.M., Canara Bank) | - Member |
| (viii) | Chief Executive Officer, NCGTC, Mumbai | - Member Secretary |

[F.No. 18-1/2013-U.5]

RAJENDRA PRASAD TEWARI, Under Secy.

कृषि एवं किसान कल्याण मंत्रालय

(कृषि अनुसंधान एवं शिक्षा विभाग)

नई दिल्ली, 25 नवम्बर, 2016

का.आ. 2309.—केन्द्रीय सरकार, कृषि एवं किसान कल्याण मंत्रालय, कृषि अनुसंधान एवं शिक्षा विभाग, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियमावली, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, भा.कृ.अ.प.-कृषि ज्ञान प्रबंध निदेशालय (डीकेएमए) को, जिसमें 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है।

[फा. सं. 13-10/2009-हिन्दी/168]

राजेश कुमार, अवर सचिव

MINISTRY OF AGRICULTURE AND FARMER WELFARE

(Department of Agricultural Research and Education)

New Delhi, the 25th November, 2016

S.O. 2309.—In pursuance of Sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government, Ministry of Agriculture and Farmer Welfare, Department of Agricultural Research and Education hereby notifies the ICAR-Directorate of Knowledge Management in Agriculture (DKMA), ICAR, Krishi Anusandhan Bhavan, Pusa, New Delhi. The DKMA where more than 80% of staff have acquired the working knowledge of Hindi.

[F. No. 13-10/2009-Hindi/168]

RAJESH KUMAR, Under Secy.

कारपोरेट कार्य मंत्रालय

नई दिल्ली, 25 नवम्बर, 2016

का.आ. 2310.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथासंशोधित 1987) के नियम 10 के उप-नियम (4) के अनुसरण में कारपोरेट कार्य मंत्रालय के अंतर्गत कंपनी रजिस्ट्रार-सह-शासकीय समापक कार्यालय, हिमाचल प्रदेश को, जिसके 80% से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[सं. ई-11016/1/2010-हिन्दी]

ए. अशोली चलाई, संयुक्त सचिव

MINISTRY OF CORPORATE AFFAIRS

New Delhi, the 25th November, 2016

S.O. 2310.—In pursuance of Sub-rule (4) of Rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976, (as amended in 1987), the Central Government hereby notifies Roc-cum-Official Liquidator Office, Himachal Pradesh under Ministry of Corporate Affairs, wherein more than 80% of staff have acquired working knowledge of Hindi.

[No. E-11016/1/2010-Hindi]

A. ASHOLI CHALAI, Jt. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

(भारतीय मानक ब्यूरो)

नई दिल्ली, 22 नवम्बर, 2016

का.आ. 2311.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 6 के उपविनियम (3) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा नीचे अनुसूची में दिए गए उत्पाद की मुहरांकन शुल्क अधिसूचित करता है:

अनुसूची

क्रम संख्या	भारतीय मानक संख्या	भाग	अनु. भाग	वर्ष	उत्पाद	इकाई	न्यूनतम मुहरांकन शुल्क (रु)		इकाई दर स्लैब 1 (रु)	स्लैब 1 में इकाई यां	इकाई दर स्लैब 2 (रु)	स्लैब 2 में इकाई यां	इकाई दर स्लैब 3 (रु)	स्लैब 3 में इकाई यां	प्रचालन तिथि
							वृहद स्तर	सूक्ष्म स्तर							
1.	7347	-	-	1974	छोटे आकार के कृषि स्प्रेयर और इसी तरह के अनुप्रयोगों के लिए प्रयुक्त स्पार्क इग्निशन इंजन का प्रदर्शन आवश्यकताएँ	1 पीस	46000	37000	2.2	सभी	-	-	-	-	24 08 2016
2.	10001	-	-	1981	सामान्य प्रयोजनों प्रयुक्त स्थिर गति - संपीड़न इग्निशन (डीजल) इंजन के लिए प्रदर्शन आवश्यकताएँ (20 किलोवाट तक)	1 पीस	46000	37000	17.3	1500	10.4	बाँ की सभी	-	-	24 08 2016
3.	11170	-	-	1985	कृषि प्रयोजनों के लिए प्रयुक्त स्थिर गति गति संपीड़न प्रज्वलन (डीजल) इंजन के लिए प्रदर्शन	1 पीस	46000	37000	17.3	1500	10.4	बाँ की सभी	-	-	24 08 2016

					आवश्यकताएँ (20 किलोवाट तक)										
4.	7079	-	-	2008	स्वचल वाहन – गैर पेट्रोलियम बेस ब्रेक तरल के साथ प्रयुक्त द्रवचालित ब्रेकिंग पद्धति के हेतु ब्रेक हौज असेम्बली –	100 पीस	46000	37000	8.7	सभी	-	-	-	-	24 08 2016
5.	623	-	-	2008	साईकिल – साईकिल के फ्रेम	100 पीस	46000	37000	3.5	सभी	-	-	-	-	24 08 2016
6.	624	-	-	2003	साईकिल – रिम	100 पीस	46000	37000	3.5	सभी	-	-	-	-	24 08 2016
7.	2061	-	-	1995	साईकिल – अगला चिमटा –	100 पीस	46000	37000	3.5	सभी	-	-	-	-	24 08 2016
8.	2415	-	-	2015	साईकिल – रबर क्यूब (मोल्ड/जोड़ वाली)	100 पीस	46000	37000	1.75	सभी	-	-	-	-	24 08 2016
9.	6218	-	-	2008	साईकिल – मडगार्ड –	100 जोड़ी	46000	37000	4.4	सभी	-	-	-	-	24 08 2016
10.	3236	-	-	1992	सामान्य प्रयोजनों के लिए अधः त्वचीज सिरेंज की	100 पीस	46000	37000	5.25	सभी	-	-	-	-	24 08 2016
11.	3319	-	-	1995	बार्ड पार्कर किस्म के शल्यक वियोज्य ब्लेड तथा दस्ते	100 पीस	46000	37000	10.4	सभी	-	-	-	-	24 08 2016
12.	3829	1	-	1999	भाप चालित कीटाणुनाशक यंत्र भाग 1 समतल बेलनाकार एवं समतल आयताकार कीटाणुनाशक यंत्र, दबाव युक्त (अस्पताल एवं औषधिनिर्माण में उपयुक्त)	1 पीस	46000	37000	103.7	सभी	-	-	-	-	24 08 2016
13.	3829	2	-	1978	भाप चालित कीटाणुनाशक यंत्र भाग 2 क्षैतिज बेलनाकार हाई स्पीड भाप चालित कीटाणुनाशक यंत्र, दबाव प्रकार	1 पीस	46000	37000	103.7	सभी	-	-	-	-	24 08 2016
14.	3829	3	-	1985	भाप चालित कीटाणुनाशक यंत्र भाग 3 दबाव कीटाणुनाशक यंत्र ऊर्ध्व बेलन प्रकार	1 पीस	46000	37000	103.7	सभी	-	-	-	-	24 08 2016
15.	3830	-	-	1979	ज्वरकारी मुक्त आसुत जल के लिए जल स्टिल्स	1 पीस	46000	37000	103.7	सभी	-	-	-	-	24 08 2016
16.	3831	-	-	1979	स्टरलाईजर शैलो (ट्रेसिंग ड्रम)	1 पीस	46000	37000	1.75	सभी	-	-	-	-	24 08 2016
17.	3992	-	-	1982	ट्रे, किडनी	1 पीस	46000	37000	0.18	सभी	-	-	-	-	24 08 2016
18.	3993	-	-	1993	उपकरण रखने के लिए ट्रे	1 पीस	46000	37000	0.42	सभी	-	-	-	-	24 08 2016

19.	4266	-	-	1967	लाकर्स - वेडसाइड, अस्पताल के उपयोग के लिए	1 पीस	46000	37000	2.5	सभी	-	-	-	-	24 08 2016
20.	4381	-	-	1967	रोग माइक्रोस्कोप	1 पीस	46000	37000	8.7	सभी	-	-	-	-	24 08 2016
21.	4533	-	-	1995	चूषण उपकरण	1 पीस	46000	37000	10.4	सभी	-	-	-	-	24 08 2016
22.	5022	-	-	1989	निर्जर्मक, उपकरण टेबल मॉडल	1 पीस	46000	37000	1.75	सभी	-	-	-	-	24 08 2016
23.	5035	-	-	1969	कीटाणुनाशक यंत्र , वाउल और वर्तन (पेडल टाईप)	1 पीस	46000	37000	140	सभी	-	-	-	-	24 08 2016
24.	5143	-	-	1988	एडजस्टेबल अक्षीयलियरी बैसाखियाँ	1 पीस	46000	37000	0.35	सभी	-	-	-	-	24 08 2016
25.	5291	-	-	1969	टेबल, आपरेशन, हाइड्रोलिक, मेजर	1 पीस	46000	37000	103.7	सभी	-	-	-	-	24 08 2016
26.	5405	-	-	1980	सैनिटरी नैपकिन	1000 पीस	46000	37000	10	सभी	-	-	-	-	24 08 2016
27.	7454	-	-	1991	पुनर्स्थापित उपस्कर - पहिए वाली कुर्सियाँ फोल्डिंग, व्यस्क साईज -	1 पीस	46000	37000	4.35	सभी	-	-	-	-	24 08 2016
28.	7652	-	-	1988	रक्तदावमापी, एनेरोइड टाईप	1 पीस	46000	37000	3.5	सभी	-	-	-	-	24 08 2016
29.	8086	-	-	1991	पुनर्स्थापित उपस्कर - पहिए वाली कुर्सियाँ, फोल्डिंग, छोटा साईज -	1 पीस	46000	37000	4.35	सभी	-	-	-	-	24 08 2016
30.	8088	-	-	1976	ट्राईसाईकिल, हाथ प्रोपेलड	1 पीस	46000	37000	6.8	सभी	-	-	-	-	24 08 2016
31.	9471	2	-	1980	मॉड्यूलर निचले अंग ओर्थोटिक अवयव - भाग 2: रकाब, विभाजन	1 पीस	46000	37000	0.03	सभी	-	-	-	-	24 08 2016
32.	9471	3	-	1980	मॉड्यूलर निचले अंग ओर्थोटिक अवयव - भाग 3 : रकाब प्लेट्स	1 पीस	46000	37000	1	सभी	-	-	-	-	24 08 2016
33.	9471	4	-	1980	मॉड्यूलर निचले अंग ओर्थोटिक अवयव - भाग 4: संयुक्त इकाई, टखने	1 पीस	46000	37000	0.3	सभी	-	-	-	-	24 08 2016
34.	9471	5	-	1980	मॉड्यूलर निचले अंग ओर्थोटिक अवयव - भाग 5 : संयुक्त इकाई, घुटने	1 पीस	46000	37000	0.5	सभी	-	-	-	-	24 08 2016
35.	9471	6	-	2000	माड्यूलरी अथ :अंग हड्डी घटक भाग 6 हड्डी श्रोणि जोड़ -	1 पीस	46000	37000	1.5	सभी	-	-	-	-	24 08 2016

36.	9471	7	-	2000	साइबली अक्षरों में हड्डी घटक विशिष्ट - भाग 7 हड्डी धड़, टखना व घुटना (ऊपरी व निम्न)	1 पीस	46000	37000	0.05	सभी	-	-	-	-	24 08 2016
37.	11279	-	-	1985	ब्रेल स्लेट	1 पीस	46000	37000	2	सभी	-	-	-	-	24 08 2016
38.	11378	-	-	2002	मानवों के लिए प्रयुक्त निश्चेतक मशीनें	1 पीस	46000	37000	260	सभी	-	-	-	-	24 08 2016
39.	11569	-	-	1986	सर्वाधिकाल कॉलर	1 पीस	46000	37000	0.2	सभी	-	-	-	-	24 08 2016
40.	11646	2	-	1986	दृष्टिहीन विकलांग के लिए बेंत - भाग 2: मुड़वां टाईप	1 पीस	46000	37000	0.5	सभी	-	-	-	-	24 08 2016
41.	11708	-	-	1986	हाथ, यांत्रिक	1 पीस	46000	37000	2	सभी	-	-	-	-	24 08 2016
42.	12664	1	-	2003	कृत्रिम अंग - निचले अंगों में कृत्रिम अंग रोपण के लिए सैशफुट (पैर) भाग 1 डिजाइन और आयाम	1 पीस	46000	37000	0.55	सभी	-	-	-	-	24 08 2016
43.	14429	-	-	1997	ब्रेल आशलिपित्र	1 पीस	46000	37000	10	सभी	-	-	-	-	24 08 2016
44.	IS 1363	1	-	2002	उत्पाद ग्रेड 'सी' के लिए पटकोणीय शीर्ष वाले काबले, पेंच और डिबेरियां भाग 1 पटकोणीय शीर्ष वाले काबले (साइज रेंज एम 5 से एम 64 तक)	1 टन	46000	37000	26	सभी	-	-	-	-	24 08 2016
45.	IS 1363	3	-	2002	उत्पाद ग्रेड 'सी' के लिए पटकोणीय शीर्ष वाले काबले, पेंच और डिबेरियां भाग 3 पटकोणीय डिबेरियां (साइज रेंज एम 5 से एम 64 तक)	1 टन	46000	37000	26	सभी	-	-	-	-	24 08 2016
46.	IS 1364	1	-	2002	उत्पाद ग्रेड ए और बी के लिए पटकोणीय शीर्ष वाले काबले, पेंच और डिबेरियां भाग 1 पटकोणीय शीर्ष वाले काबले (साइज रेंज एम 1.6 से एम 64 तक)	1 टन	46000	37000	26	सभी	-	-	-	-	24 08 2016
47.	IS 1370	-	-	1993	प्रेषण पट्टे - वर्षण सह रबड़ पट्टे	10 वर्ग मीटर	46000	37000	3.5	सभी	-	-	-	-	24 08 2016
48.	IS 1759	-	-	1986	फावड़ा के लिए विशिष्ट (द्वितीय पुनरिक्षण)	100 पीस	46000	37000	3.5	सभी	-	-	-	-	24 08 2016

49.	IS 1929	-	-	1982	हॉट क्लोजिंग के लिए हॉट फोर्ज्ड स्टील रिबेट (12 से 36 मिमी व्यास)	1 टन	46000	37000	22.7	सभी	-	-	-	-	24 08 2016
50.	IS 3650	-	-	1981	संयोजन सईड कटिंग चिमटा	1 पीस	46000	37000	0.32	सभी	-	-	-	-	24 08 2016
51.	IS 4003	1	-	1978	पाइप रिंच (पाने) भाग 1 सामान्य प्रयोजन	1 पीस	46000	37000	0.36	सभी	-	-	-	-	24 08 2016
52.	IS 4003	2	-	1986	पाइप रिंच (पाने) भाग 2 हैवी ड्यूटी	1 पीस	46000	37000	5.25	सभी	-	-	-	-	24 08 2016
53.	IS 4123	-	-	1982	चेन पाइप रिंच (पाने)	1 पीस	46000	37000	5.25	सभी	-	-	-	-	24 08 2016
54.	IS 4508	-	-	1992	खुले मुंह वाले स्लग रिंच (पाने)	1 पीस	46000	37000	0.5	सभी	-	-	-	-	24 08 2016
55.	IS 4509	-	-	1992	स्लग करने वाले छल्ला रिंच (पाने)	1 पीस	46000	37000	0.5	सभी	-	-	-	-	24 08 2016
56.	IS 6078	-	-	1986	लाइनमैन का चिमटा	1 पीस	46000	37000	0.12	सभी	-	-	-	-	24 08 2016
57.	IS 6149	-	-	1984	सिंगल-इंडेड ओपन जबड़ा समायोज्य रिंच (पाने)	1 पीस	46000	37000	0.42	सभी	-	-	-	-	24 08 2016
58.	IS 6639	-	-	1972	इस्पात संरचनाओं के लिए षट्कोण बोल्ट	1 टन	46000	37000	26	सभी	-	-	-	-	24 08 2016
59.	IS 6760	-	-	1972	स्ट्रॉटेड काउंटरसंक हेड लकड़ी स्कू	1000 पीस	46000	37000	1.2	सभी	-	-	-	-	24 08 2016
60.	IS 10238	-	-	2001	बंधन सामग्री – चूड़ीदार बंधन सामग्री –इस्पात संरचनाओं हेतु स्टेप काबल	1 टन	46000	37000	134	सभी	-	-	-	-	24 08 2016
61.	IS 12102	-	-	1987	टेपर्ड रोलर वीयरिंग	1 पीस	46000	37000	0.3	सभी	-	-	-	-	24 08 2016
62.	IS 14261	-	-	1995	संचरण युक्तियाँ – वी-पट्टे – औद्योगिक प्रयोजनों के लिये सिराहीन संकीर्ण वी-पट्टे – विशिष्टि	100 पीस	46000	37000	60	सभी	-	-	-	-	24 08 2016
63.	IS 16176	-	-	2014	टेपर पाइप के चूड़ियों के लिए रैचर्ड पाइप थ्रेडर	1 सेट	46000	37000	2	सभी	-	-	-	-	24 08 2016

					की विशिष्टि (आर-सीरीज)									
64.	IS 550	1	-	2014	तिजोरियां भाग 1- विशिष्टि	1 पीस	46000	37000	173	सभी	-	-	-	24 08 2016
65.	IS 1475	1	-	2001	सेल्फ – कन्टेन्ड पेयजल कुलर – विशिष्टि – भाग 1 ऊर्जा खपत तथा कार्यकारिता	1 पीस	46000	37000	17.3	सभी	-	-	-	24 08 2016
66.	IS 1660		-	2009	पिटवा एल्युमिनियम के बर्तन	1 टन	46000	37000	17.3	सभी	-	-	-	24 08 2016
67.	IS 1855	-	-	2003	खानों में वेष्टन द्वारा और व्यक्ति-रोहण द्वारा डुलाई के लिए लड़दार इस्पात के तार के रस्से	1 टन	46000	37000	17.3	सभी	-	-	-	24 08 2016
68.	IS 1856	-	-	2005	डुलाई प्रयोजनों के इस्तेमाल के लिए इस्पात की तार रस्सियाँ	1 टन	46000	37000	17.3	सभी	-	-	-	24 08 2016
69.	IS 2266	-	-	2002	सामान्य इंजीनियरी कार्यों के लिए इस्पात तार के रस्से	1 टन	46000	37000	17.3	सभी	-	-	-	24 08 2016
70.	IS 2347	-	-	2006	घरेलू प्रेशर कुकर	1 पीस	46000	37000	0.87	सभी	-	-	-	24 08 2016
71.	IS 2365	-	-	1977		1 टन	46000	37000	34.6	सभी	-	-	-	24 08 2016
72.	IS 2581	-	-	2002	नौ-परिवहन के उद्देश्यों के लिए गोल लड़ जस्तीकृत इस्पात बायर रोप	1 टन	46000	37000	34.6	सभी	-	-	-	24 08 2016
73.	IS 2721	-	-	2003	जस्तीकृत इस्पात चैन लिंक जेगले का कपड़ा –	10 वर्ग मीटर	46000	37000	1.75	सभी	-	-	-	24 08 2016
74.	IS 2980	-	-	1999	बिना-दाब स्टोव –	1 पीस	46000	37000	0.27	सभी	-	-	-	24 08 2016
75.	IS 3099	(P t & 2)		1992	सूक्ष्मदर्शी यंत्र - स्लिप और स्लाइड – विशिष्टि भाग 1 सूक्ष्मदर्शी यंत्र स्लिप भाग 2 सूक्ष्मदर्शी यंत्र स्लाइड	500 पीस	46000	37000	1.75	सभी	-	-	-	24 08 2016
76.	IS 3623	-	-	1978	गाइड और रगड रस्सियाँ	1 टन	46000	37000	26	सभी	-	-	-	24 08 2016
77.	IS 3686	-	-	1966	छात्र प्रारूप माइक्रोस्कोप	1 पीस	46000	37000	3.5	सभी	-	-	-	24 08 2016
78.	IS 3832	-	-	2005	हस्तचालित चैन पुली ब्लाक –	1 पीस	46000	37000	17.3	सभी	-	-	-	24 08 2016
79.	IS 4246	-	-	2002	द्रवित पैट्रो लियम गैसों के साथ प्रयुक्त घरेलू गैस चूल्हे –	1 पीस	46000	37000	3.5	सभी	-	-	-	24 08 2016

80.	IS 4328	-	-	1967	एकनेत्री अवलीकन - माइक्रोस्कोप	1 पीस	46000	37000	3.5	सभी	-	-	-	-	24 08 2016
81.	IS 4521	-	-	2001	तेल कूपों और तेल कूप वेधन में प्रयुक्त वायर रोप -	1 टन	46000	37000	103.7	सभी	-	-	-	-	24 08 2016
82.	IS 5204	-	-	1969	अनुसंधान माइक्रोस्कोप	1 पीस	46000	37000	36	सभी	-	-	-	-	24 08 2016
83.	IS 5456	-	-	2006	निश्चित विज्ञापन टाइप वायु कम्प्रेसर और एक्जाम्प्लर के परीक्षण - रीति संहिता	1 पीस	46000	37000	26	सभी	-	-	-	-	24 08 2016
84.	IS 5604	-	-	1984	हाथ से संचालित युनिवर्सल गियरलेस पुलिंग और भारोत्तोलन मशीनों के लिए विशिष्टि	1 पीस	46000	37000	17.3	सभी	-	-	-	-	24 08 2016
85.	IS 6595	2	-	1993	साफ और ठंडे पानी के लिए क्षैतिज उपकेन्द्री पंप भाग 2 सामान्य प्रयोजन (कृषि और ग्रामीण पूर्ति को छोड़कर) -	1 पीस	46000	37000	5.3	सभी	-	-	-	-	24 08 2016
86.	IS 7577	-	-	1986	गैस परीक्षण लौ सुरक्षा लैप	1 पीस	46000	37000	2.9	सभी	-	-	-	-	24 08 2016
87.	IS 8034	-	-	2002	निमज्जनीय पम्पसेट -	1 पीस	46000	37000	17.3	सभी	-	-	-	-	24 08 2016
88.	IS 8035	-	-	1999	हथ बरमे - उथला कुआ -	1 पीस	46000	37000	1.75	सभी	-	-	-	-	24 08 2016
89.	IS 8275	-	-	1976	माइक्रोस्कोप के लिए द्विनेत्री आईपीस	1 पीस	46000	37000	5.3	सभी	-	-	-	-	24 08 2016
90.	IS 8421	-	-	1977	हाइड्रोलिक टेक के लिए विशिष्टि	1 पीस	46000	37000	26	सभी	-	-	-	-	24 08 2016
91.	IS 8471	-	-	2003	एसिटिलीन जनरेटर - आवश्यकताएँ	1 पीस	46000	37000	2520	सभी	-	-	-	-	24 08 2016
92.	IS 8471	4	-	1977	एसिटिलीन जनरेटर भाग 4 मध्यम दबाव, स्थिर, पानी से कार्बाइड और कार्बाइड से पानी प्रकार के लिए आवश्यकताएँ	1 पीस	46000	37000	2520	सभी	-	-	-	-	24 08 2016
93.	IS 8749	-	-	2002	वायोगैस स्टोव - विशिष्टि	1 पीस	46000	37000	1.75	सभी	-	-	-	-	24 08 2016
94.	IS 8808	-	-	1999	तेल दाब स्टोव और तेल दाब हीटर के लिए बर्नर -	100 पीस	46000	37000	8.7	सभी	-	-	-	-	24 08 2016

95.	IS 9282	-	-	2002	निलम्बन वाले पुलों के लिए तार के रस्से और लड़ें	1 टन	46000	37000	87	सभी	-	-	-	-	24 08 2016
96.	IS 9798	-	-	2013	द्रवित पेट्रोलियम गैस (द्र. प. गै.) मिश्रण के उपयोग के लिए अल्पदाब रेग्युलेटर -	1 पीस	46000	37000	0.44	सभी	-	-	-	-	24 08 2016
97.	IS 9890	-	-	1981	सामान्य प्रयोजन गैद वाल्व	1 पीस	46000	37000	0.7	सभी	-	-	-	-	24 08 2016
98.	IS 10617	1	-	1983	वायुरुद्ध संपीडको के लिए विशिष्टता - भाग 1: उच्च तापमान आवेदन इस्तेमाल समूह	1 पीस	46000	37000	3.5	सभी	-	-	-	-	24 08 2016
99.	IS 11006	-	-	2011	फ्लेश बैक अरेस्टर (फ्लेम अरेस्टर) -	1 पीस	46000	37000	250	सभी	-	-	-	-	24 08 2016
100.	IS 11188	1	-	2014	वाल्ड (कोप कक्ष) के दरवाजे भाग 1 विशिष्टि	1 पीस	46000	37000	288	सभी	-	-	-	-	24 08 2016
101.	IS 11241	-	-	1985	वाष्प दबाव पर संचालितवाले पोर्टेबल तरलीकृत पेट्रोलियम गैस उपकरण	1 पीस	46000	37000	1	सभी	-	-	-	-	24 08 2016
102.	IS 11501	-	-	1986	साफ, ठंड, कृषि प्रयोजनों के लिए ताजा पानी के लिए इंजन मोनोसेट पंप्स	1 पीस	46000	37000	17.3	1500	10.40	Re mai nin g	-	-	24 08 2016
103.	IS 12109	-	-	1987	औद्योगिक उपयोग के लिए हल्की झूटि सिलाई मशीन हेड के लिए सामान्य आवश्यकताओं	1 पीस	46000	37000	2.7	सभी	-	-	-	-	24 08 2016
104.	IS 12225	-	-	1997	अपकेन्द्री जेट पम्प -	1 पीस	46000	37000	8.7	सभी	-	-	-	-	24 08 2016
105.	IS 12933	1	-	2003	सौर सपाट पट्टिका संग्राहक - विशिष्टि भाग 1 अपेक्षाएं	1 वर्ग मीटर	46000	37000	10.4	सभी	-	-	-	-	24 08 2016
106.	IS 13152	1	-	2013	सुवाहय ठोस बायाँ मांस कुक्स्टोव (चूल्हा)	1 पीस	46000	37000	0.52	सभी	-	-	-	-	24 08 2016
107.	IS 13429	1	-	2000	सौर कुकर - बॉक्स टाइप - विशिष्टि भाग 1 अपेक्षाएं	1 पीस	46000	37000	6	सभी	-	-	-	-	24 08 2016
108.	IS 15500	2	-	2004	गहराई से पानी निकालने वाले हैंड पंप में प्रयुक्त होने वाले पुर्जे और विशेष औजार - विशिष्टि - भाग 2 - हैंड पंप	1 पीस	46000	37000	5.3	सभी	-	-	-	-	24 08 2016
109.	IS 15500	5	-	2004	गहराई से पानी निकालने वाले हैंड पंप में प्रयुक्त होने वाले पुर्जे और विशेष औजार - विशिष्टि	100 पीस	46000	37000	Rs 13.9 (Fig 5.5.5.	सभी	-	-	-	-	24 08 2016

					- भाग 5 - कास्ट आयरन घटक				6), Rs 10.4 (Fig 5.4), Rs 17.3 (Fig 5.1, 5. 2, 5.3)						
110.	IS 15500	6	-	2004	गहराई से पानी निकालने वाले हैंड पंप में प्रयुक्त होने वाले पुर्जे और विशेष औजार विशिष्ट - भाग 6 - पीतल / कांस्य घटक	100 पीस	46000	37000	Rs 8.7 (Fig 6.16, 6 .2, 6.1 5), Rs 3.5 (Fig 6.3, 6. 9), Rs 7 (Fig 6.10, 6 .12, 6. 4), Rs 20.8 (Fig 6.13), Rs 5.3 (Fig 6.5), Rs 10.4 (Fig 6.6), Rs 15.6 (Fig 6.8), Rs 13.9 (Fig 6.7), Rs 2.7 (Fig 6.1.1), Rs 17.3 (Fig 6.14), Rs 2.6 (Fig 6.1)	सभी	-	-	-	-	24 08 2016

111.	IS 15500	7	-	2004	गहराई से पानी निकालने वाले हैंड पंप में, प्रयुक्त होने वाले पुर्जे और विशेष औजार विशिष्टि - भाग 7- रबड़ घटक	100 पीस	46000	37000	Rs 1.75 (Fig 7.1,7.2), Rs 3.5 (Fig 7.6,7.7,7.9), Rs 7 (Fig 7.8,7.5,7.4,7.12,7.13,7.14,7.15), Rs 10.4 (Fig 7.3), Rs 5.3 (Fig 7.10,7.11)	सभी	-	-	-	-	24 08 2016
112.	IS 14220	-	-	1994	खुले कुएं के लिए निमज्ज्य पम्पसेट	1 पीस	46000	37000	17.3	200	10	Re mai nin g	-	-	24 08 2016
113.	IS 303	-	-	1989	सामान्य प्रयोजन के लिए प्लाईवूड -	1 वर्ग मीटर	46000	37000	0.17	सभी	-	-	-	-	24 08 2016
114.	IS 363	-	-	1993	छपको और कुंडों	100 पीस	46000	37000	5.75	सभी	-	-	-	-	24 08 2016
115.	IS 432	2	-	1982	डोस सुदृढीकरण के लिए इस्पात तार: भाग 2 हार्ड ड्राइव स्टील के तार	1 टन	46000	37000	3	सभी	-	-	-	-	24 08 2016
116.	IS 458	-	-	2003	पहले से ढला कंक्रीट पाइप (सुदृढीकरण के बिना और साथ)	1 टन	46000	37000	8.7	सभी	-	-	-	-	24 08 2016
117.	IS 459	-	-	1992	एस्बेस्टास सीमेन्ट की नालीदार और अधः- नालीदार सीमेन्ट की चादरो की	1 टन	46000	37000	1.75	सभी	-	-	-	-	24 08 2016
118.	IS 651	-	-	2007	कांचाभ स्टोनवेयर पाइप और फिटिंग -	1 टन	46000	37000	8.7	सभी	-	-	-	-	24 08 2016
119.	IS 712	-	-	1984	ईमारती चुना	1 टन	46000	37000	1.75	सभी	-	-	-	-	24 08 2016
120.	IS 781	-	-	1984	जल सेवाओं में प्रयुक्त कास्ट कॉपर मिश्र धातु से बनी नीचे पेंच बिब नल और	1 पीस	46000	37000	0.27	सभी	-	-	-	-	24 08 2016

					रोक वाल्व									
121.	IS 784	-	-	2001	पूवप्रबलित क्रंकीट पाइप (विशेष सहायकांग सहित) -	1 टन	46000	37000	8.7	सभी	-	-	-	24 08 2016
122.	IS 848	-	-	2006	प्लाईवूड के लिए संश्लिष्ट रेंजिन आसंजक (फिनालिक एव एमीनोप्लास्टिक) -	1 टन	46000	37000	26	सभी	-	-	-	24 08 2016
123.	IS 1322	-	-	1993	जलसर और नमसर बनाने की लिए बिटूमन नमदा -	100 मीटर	46000	37000	1.75	सभी	-	-	-	24 08 2016
124.	IS 1328	-	-	1996	परतदार सजावटी प्लाईवूड -	1 वर्ग मीटर	46000	37000	0.2	सभी	-	-	-	24 08 2016
125.	IS 1580	-	-	1991	जल सहकारक और संक्षि प्रयोजनों के लिए बिटूमन -	1 टन	46000	37000	8.65	सभी	-	-	-	24 08 2016
126.	IS 1592	-	-	2003	एस्बेस्टास सीमेंट के दाब पाइप और जोड़ -	1 टन	46000	37000	8.65	सभी	-	-	-	24 08 2016
127.	IS 1658	-	-	2006	फाइबर हार्डबोर्ड	1 टन	46000	37000	8.7	सभी	-	-	-	24 08 2016
128.	IS 1703	-	-	2000	पानी के लिए फिटिंग तांबा मिश्रधातु के प्लव वाल्व (क्षैतिज प्लंजर प्रकार के) -	1 पीस	46000	37000	0.36	सभी	-	-	-	24 08 2016
129.	IS 1786	-	-	2008	क्रंकीट प्रबलन के लिए उच्च शक्ति विरूपित इस्पात सरिए एव तार -	1 टन	46000	37000	3	सभी	-	-	-	24 08 2016
130.	IS 1838	1	-	1983	ठोस फुटपाथ और संरचनाओं में प्रसार जोड़ में प्रयुक्त पूर्वनिर्मित भरन सामग्री (गैर बहिर्वेधी और लचीला प्रकार) : भाग 1 - कोलतार पूरित फाइबर - विशिष्टता	1 वर्ग मीटर	46000	37000	0.55	सभी	-	-	-	24 08 2016
131.	IS 2096	-	-	1992	एस्बेस्टास सीमेंट की सपाट चादरें	1 टन	46000	37000	10	सभी	-	-	-	24 08 2016
132.	IS 2098	-	-	1997	एस्बेस्टास सीमेंट बिल्डिंग बोर्ड	1 टन	46000	37000	5.25	सभी	-	-	-	24 08 2016
133.	IS 2202	1	-	1999	लकड़ी के सपाट दरवाजे के शटर (ठोस कोर प्रकार) - विशिष्ट भाग 1 प्लाईवूड सतहयुक्त पल्ले (छठा पुनरीक्षण)	1 वर्ग मीटर	46000	37000	0.9	सभी	-	-	-	24 08 2016
134.	IS 2373	-	-	1981	वाटर मीटर (ब्लक टाईप)	1 पीस	46000	37000	17.3	सभी	-	-	-	24 08 2016
135.	IS 2386	3	-	1963	क्रंकीट समुच्चय के लिए परीक्षण के तरीके - भाग 3-	1 पीस	46000	37000	3.5	सभी	-	-	-	24 08 2016

					विशिष्ट गुरुत्व, घनत्व, शून्यता, अवशोषण और बल्किंग										
136.	IS 2546	-	-	1974	जस्तीकृत स्टील से बनी आग वाली के लिए विशिष्टता	1 पीस	46000	37000	1.5	सभी	-	-	-	-	24 08 2016
137.	IS 2556	-	-	1994	काचाभ स्वच्छता ऊपकरण (काचाभ चीनी मिट्टी) – आईएस 2556 (भाग 2) के अनुसार वांश डाऊन वाटर क्लोजेट, S- ट्रप; बैठने पैर उड़ीसा पैटर्न; वांश बेसिन- फ्लैट बैक प्रकार; मूत्रालय- फ्लैट बैक लार्ज बाउल	1 टन	46000	37000	14	सभी	-	-	-	-	24 08 2016
138.	IS 2556	1	-	1994	काचाभ स्वच्छता संचित की विशिष्टी (काचाभ चीनी मिट्टी) भाग 1 सामान्य अपाक्षणे (तीसरा पुनरीक्षण)	1 टन	46000	37000	14	सभी	-	-	-	-	24 08 2016
139.	IS 2556	3	-	2004	काचाभ स्वच्छता साधित्र (काचाभ चीनी मिट्टी) – विशिष्टी भाग 3 बिठाव कुंडो के लिए विशिष्टी अपाक्षणे (पाँचवों पुनरीक्षण)	1 टन	46000	37000	14	सभी	-	-	-	-	24 08 2016
140.	IS 2645	-	-	2003	सीमेंट मोटार एंव क्रंकीट के लिए एकीकृत जल-सह यौगिक	1 टन	46000	37000	17.3	सभी	-	-	-	-	24 08 2016
141.	IS 2681	-	-	1993	तालो में प्रयुक्त अल्लोह धातु के सरकवा दरवाजा काबले	1 पीस	46000	37000	0.27	सभी	-	-	-	-	24 08 2016
142.	IS 2692	-	-	1989	जल-सेवा फेरूल	1 पीस	46000	37000	0.55	सभी	-	-	-	-	24 08 2016
143.	IS 2713	1t o 3	-	1980	ओवरहेड बिजली लाइनों के लिए स्ट्रूबलर स्टील के खंभे	1 पीस	46000	37000	3.5	सभी	-	-	-	-	24 08 2016
144.	IS 2745	-	-	1983	फायरमैन और नागरिक रक्षा कर्मियों के लिए गैर-धातु हेलमेट के लिए विशिष्टता	1 पीस	46000	37000	0.55	सभी	-	-	-	-	24 08 2016
145.	IS 2878	-	-	2004	अग्नि शामक, कार्बन डाई आक्साइड वाले (सुबाह्य एंव ट्रावी	1 पीस	46000	37000	1.75	सभी	-	-	-	-	24 08 2016

					आरोपित)										
146.	IS 3087	-	-	2005	सामान्य प्रयोजन के लिए लकड़ी और अन्य लिग्नाइट सैल्युलॉसिक सामग्री के पार्टिकल बोर्ड	1 वर्ग मीटर	46000	37000	0.2	सभी	-	-	-	-	24 08 2016
147.	IS 3097	-	-	2006	पुष्पावस्थित पार्टिकल बोर्ड -	1 वर्ग मीटर	46000	37000	0.2	सभी	-	-	-	-	24 08 2016
148.	IS 3462	-	-	1986	असमर्थित लचीला पीवीसी फर्श	1 वर्ग मीटर	46000	37000	0.22	सभी	-	-	-	-	24 08 2016
149.	IS 3564	-	-	1995	द्रव चालित डोर क्लोजर -	1 पीस	46000	37000	2.6	सभी	-	-	-	-	24 08 2016
150.	IS 4038	-	-	1986	वाटर वर्क्स प्रयोजनों के लिए फुट वाल्व	1 पीस	46000	37000	1.75	सभी	-	-	-	-	24 08 2016
151.	IS 4151	-	-	1993	दुपहिया वाहन चालकों के लिए संरक्षी हेलमेट	1 पीस	46000	37000	0.45	सभी	-	-	-	-	24 08 2016
152.	IS 4308	-	-	2003	बी और सी क्लास अग्नि शमन के लिए शुष्क रासायनिक पाउडर -	1 किलो ग्राम	46000	37000	0.2	सभी	-	-	-	-	24 08 2016
153.	IS 4351	-	-	2003	स्टील के दरवाजों के फ्रेम	1 टन	46000	37000	69.2	सभी	-	-	-	-	24 08 2016
154.	IS 4860	-	-	1968	अम्ल - प्रतिरोधक ईंटें	100 पीस	46000	37000	4	सभी	-	-	-	-	24 08 2016
155.	IS 4947	-	-	2006	अग्नि शामकों में प्रयुक्त होने वाले गैस कार्ट्रिज -	1 पीस	46000	37000	1.75	सभी	-	-	-	-	24 08 2016
156.	IS 4948	-	-	2002	सामान्य उपयोग के लिए वेल्डित ईस्पात तार कैब्रिक -	1 टन	46000	37000	24	सभी	-	-	-	-	24 08 2016
157.	IS 4984	-	-	1995	पानी की आपूर्ति के लिए उच्च घनत्व वाले पॉलिथिलीन पाइप -	1 टन	46000	37000	86.4	सभी	-	-	-	-	24 08 2016
158.	IS 4989	-	-	2006	आग बुझाने की लिए यांत्रिक झाग बनाने का झाग सांद्र -	1 लीटर	46000	37000	0.2	सभी	-	-	-	-	24 08 2016
159.	IS 5290	-	-	1993	लैंडिंग वाल्व -	1 पीस	46000	37000	3.5	सभी	-	-	-	-	24 08 2016
160.	IS 5509 : 2000	-	-	2000	अग्निरोधी फ्लाइवुड -	1 वर्ग मीटर	46000	37000	0.18	सभी	-	-	-	-	24 08 2016
161.	IS 6003	-	-	2010	पूर्व प्रतिबलित क्रिकेट में प्रयुक्त दातेदार तार	1 टन	46000	37000	10.4	सभी	-	-	-	-	24 08 2016
162.	IS 6006	-	-	2014	पूर्व प्रतिबलित क्रिकेट के लिए तनाव रहित	1 टन	46000	37000	20.8	सभी	-	-	-	-	24 08 2016

					अलेपित स्टैंड -										
163.	IS 6073	-	-	2006	फर्श व छतों के ऑटोक्लेवित प्रबलित कोशिकीय कंक्रीट स्लैब -	10 वर्ग मीटर	46000	37000	3.5	सभी	-	-	-	-	24 08 2016
164.	IS 6315	-	-	1992	भारी दरवाजों के लिए (द्रवचालित नियंत्रित) फर्श कमानिया -	1 पीस	46000	37000	5.25	सभी	-	-	-	-	24 08 2016
165.	IS 6908	-	-	1991	जलमल तथा निकास कार्यों के लिए एस्वेस्टास पाइपों और फिटिंग	1 टन	46000	37000	16	सभी	-	-	-	-	24 08 2016
166.	IS 8423	-	-	1994	अग्नि शमन के लिए नियंत्रित अंतःस्रावी होज -	100 मीटर	46000	37000	13.9	सभी	-	-	-	-	24 08 2016
167.	IS 8442	-	-	2008	अग्नि शमन के लिए स्टैंड पोस्ट प्रकार के जल और झाग मॉनीटर -	1 पीस	46000	37000	26	सभी	-	-	-	-	24 08 2016
168.	IS 9562	-	-	1980	पुलिस बल के लिए गैर-धातु हेलमेट	1 पीस	46000	37000	0.42	सभी	-	-	-	-	24 08 2016
169.	IS 9758	-	-	1981	फलश वाल्व और पानी क्लोजेट और मूत्रालयों के लिए फिटिंग	1 पीस	46000	37000	3.5	सभी	-	-	-	-	24 08 2016
170.	IS 9762	-	-	1994	प्लव वाल्वों के लिए पार्लिफिथलीन प्लवों (मोलाकार)	100 पीस	46000	37000	3.5	सभी	-	-	-	-	24 08 2016
171.	IS 9763	-	-	2000	गर्म तथा ठंडे पानी के लिए प्लास्टिक की बिब टेंटिया, एंगल वाल्व, रोक वाल्व तथा फुहारक -	100 पीस	46000	37000	11.5	सभी	-	-	-	-	24 08 2016
172.	IS 9972	-	-	2002	अग्नि संरक्षण सेवा हेतु स्वचालित स्प्रिंकलर हेड की	1 पीस	46000	37000	1.2	सभी	-	-	-	-	24 08 2016
173.	IS 10086	-	-	1982	सीमेंट और कंक्रीट के परीक्षण में उपयोग के लिए नए नए सॉचे	1 पीस	46000	37000	1.75	सभी	-	-	-	-	24 08 2016
174.	IS 10124	1	-	2009	पेय जल आपूर्ति की लिए सविरंचित पी वी सी -यू फिटिंगे - विशिष्टी भाग 1 सामान्य अपेक्षाएँ	1 टन	46000	37000	69.2	सभी	-	-	-	-	24 08 2016
175.	IS 10124	2	-	2009	पेय जल आपूर्ति की लिए सविरंचित पी वी सी -यू फिटिंगे - विशिष्टी भाग 2 साकेटों की विशिष्टी अपेक्षाएँ	1 टन	46000	37000	69.2	सभी	-	-	-	-	24 08 2016

					(दूसरा पुनरीक्षण)										
176.	IS 12406	-	-	2003	सामान्य प्रयोजनों की लिए मध्यम घनत्व के रेशा बोर्ड -	1 टन	46000	37000	17.3	2500	8.70	Re mai nin g	-	-	24 08 2016
177.	IS 12592	-	-	2002	पूर्व ढलित कंकरीट मैनहोल के ढक्कन व फ्रेम	1 टन	46000	37000	10.4	सभी	-	-	-	-	24 08 2016
178.	IS 12709	-	-	1994	पेय जल पूर्ति की लिए प्रयुक्त कौंच रेशे से प्रबलित प्लास्टिक पाइप, जोड़ और फिटिंग	1 किलो ग्राम	46000	37000	0.09	सभी	-	-	-	-	24 08 2016
179.	IS 12817	-	-	2013	स्टेनलेस इस्पात के टक्करदार कब्जे	100 पीस	46000	37000	2.1	सभी	-	-	-	-	24 08 2016
180.	IS 12818	-	-	2010	बोर/तलकूपों के लिए अनुम्यक्त पी वी सी जाली और आवरण पाइप -	1 टन	46000	37000	86.4	सभी	-	-	-	-	24 08 2016
181.	IS 12894	-	-	2002	ईंधन राख-चूने की ईटे -	100 पीस	46000	37000	5	सभी	-	-	-	-	24 08 2016
182.	IS 13000	-	-	1990	सिलिका एस्बेस्टास सीमेंट की सपाट चादरे -	1 टन	46000	37000	14.4	सभी	-	-	-	-	24 08 2016
183.	IS 13958	-	-	1994	सामान्य कार्यों की लिए बांस का चटाई बोर्ड -	1 वर्ग मीटर	46000	37000	0.5	सभी	-	-	-	-	24 08 2016
184.	IS 14845	-	-	2000	जलकल के लिए रेजीलिएंट सीटिड ढलवा लोहे के वायु निकास वाल्व	1 पीस	46000	37000	12.2	सभी	-	-	-	-	24 08 2016
185.	IS 14862	-	-	2000	फाइबर सीमेंट की सपाट चादरे -	1 टन	46000	37000	1.75	सभी	-	-	-	-	24 08 2016
186.	IS 14871	-	-	2000	फाइबर प्रबलित सीमेंट के उत्पाद - छत व क्लैडिंग के लिए लंबी नालीदार या असमान काट की चादरे -	1 टन	46000	37000	12	सभी	-	-	-	-	24 08 2016
187.	IS 14951	-	-	2001	135 लिटर की क्षमता वाले यांत्रिक झाग वाले अग्नि शामक -	1 पीस	46000	37000	288	150	144	Re mai nin g	-	-	24 08 2016
188.	IS 15658	-	-	2006	खंडों के लिए पूर्व ढलित कंकरीट ब्लॉक -	100 पीस	46000	37000	2	सभी	-	-	-	-	24 08 2016
189.	IS 302	2	3	2007	घेरलु और समान विद्युत साधनों की सुरक्षा	1 पीस	46000	37000	1.3	सभी	-	-	-	-	24 08 2016

	IEC 60335 -2-3				भाग 2 विवरणात्मक अपेक्षाएं खंड 3 विद्युतइस्तरी										
190.	IS 302 IEC 60335 -2-30	2	3 0	2007	घेरलु और समान विद्युत साधनों की सुरक्षा भाग 2 विवरणात्मक अपेक्षाएं अनुभाग 30 रूम हीटर	1 पीस	46000	37000	1.3	सभी	-	-	-	-	24 08 2016
191.	IS 302	2	2 0 1	2008	घेरलु और समान विद्युत साधनों की सुरक्षा भाग 2 विशेष अपेक्षाएं खंड 201 बिजली के निमज्ज्य वाटर हीटर	1 पीस	46000	37000	1.3	सभी	-	-	-	-	24 08 2016
192.	IS 325/ IEC 60034 -1	-	-	1996	तीन फेज प्रेरण मोटर	1 किलो वाट	46000	37000	1.75	सभी	-	-	-	-	24 08 2016
193.	IS 368	-	-	2014	पाानी गरमाने के डुबाउ हीटर	1 पीस	46000	37000	1.3	सभी	-	-	-	-	24 08 2016
194.	IS 398	5	-	1992	शिरोपरि प्रेषण उद्देशों के लिए एल्युमिनियम चालक - विशिष्टी भाग 5 अतिरिक्त उच्च बोल्टता (400 की वो और अधिक) के लिए जस्तीकृत-इस्पात- प्रबलित एल्युमिनियम के चालक	1 टन	46000	37000	34.6	सभी	-	-	-	-	24 08 2016
195.	IS 694	-	-	2010	450/750 बोल्ट की और तक की कार्यकारिता बोल्टता के लिए दढ़ और लचीले चालक वाली पोलीविनाइल क्लोरीड से विद्युत रोधित अनावरित और आवरित केबल/ डोरी (चौथा पुनरीक्षण)	100 मीटर	46000	37000	0.44	सभी	-	-	-	-	24 08 2016
196.	IS 1258	-	-	2005	बेयोनेट लैम्पहोल्डर	100 पीस	46000	37000	2.6	सभी	-	-	-	-	24 08 2016

197.	IS 1554	1	-	1988	पीवीसी विद्युत्तरोधी (हैवी ड्यूटी) विजली के तार: भाग 1 कार्यकारी वोल्टेज 1000 V तक के लिए	100 मीटर	46000	37000	4.4	सभी	-	-	-	-	24 08 2016
198.	IS 1554	2	-	1988	पीवीसी विद्युत्तरोधी (हैवी ड्यूटी) विजली के तार: भाग 2 कार्यकारी वोल्टेज 3 केवी से 11 केवी तक के लिए	100 मीटर	46000	37000	17.3	सभी	-	-	-	-	24 08 2016
199.	IS 2215/ IEC 60155	-	-	2006	प्रतिदीप्त लैम्प के लिए स्टार्टर	1000 पीस	46000	37000	10.4	सभी	-	-	-	-	24 08 2016
200.	IS 2465	-	-	1984	मोटर वाहनों के लिए केबल	100 मीटर	46000	37000	0.42	सभी	-	-	-	-	24 08 2016
201.	IS 2512	-	-	1978	खनिकों की टोपी के लैम्पो के बैटरी (लीड एसिड प्रकार)	1 पीस	46000	37000	0.18	सभी	-	-	-	-	24 08 2016
202.	IS 2596	-	-	2004	खनिकों की टोपी के लैम्पो के बल्ब (लैम्प) - विशिष्ट	100 पीस	46000	37000	1.75	सभी	-	-	-	-	24 08 2016
203.	IS 2705	2	-	1992	धारा ट्रांसफॉर्मर - विशिष्ट भाग 2 द्वारा मापन ट्रांसफॉर्मर	1 पीस	46000	37000	7	सभी	-	-	-	-	24 08 2016
204.	IS 2993/ IEC 252	-	-	1998	ए. सी. मोटर कैपीसीटर	1 पीस	46000	37000	0.9	सभी	-	-	-	-	24 08 2016
205.	IS 3323	-	-	1980	द्विपिन ट्यूबलर फ्लोरोसेंट लैंप के लिए लैम्प होल्डर	100 पीस	46000	37000	3.5	सभी	-	-	-	-	24 08 2016
206.	IS 4159	-	-	2002	मिनरल फिल्ड सिथेड तापन एलिमेंट -	1 पीस	46000	37000	1.75	सभी	-	-	-	-	24 08 2016
207.	IS 4250	-	-	1980	घरेलू विद्युत्तचलित खाद्य-मिश्रक (लिक्विडाईजर और ग्राइंडर)	1 पीस	46000	37000	3.5	सभी	-	-	-	-	24 08 2016
208.	IS 5679	-	-	1986	'खनिक कैप लैंप असेंबली (लीड एसिड प्रकार बैटरी सहित)	1 पीस	46000	37000	0.55	सभी	-	-	-	-	24 08 2016

209.	IS 6701	-	-	1985	टंगस्टन फिलामेंट विविध विजली के लैंप	100 पीस	46000	37000	1.1	सभी	-	-	-	-	24 08 2016
210.	IS 7098	2	-	2011	क्रासलिकड पांलीथीलीन विद्युत रोधित थर्मोप्लास्टिक की खोल वाली केबल - विशिष्टी भाग 2 3.3 कि. वा. से 33 कि. वा. तक की कार्यकारी वोल्टता के लिए	100 मीटर	46000	37000	17.3	सभी	-	-	-	-	24 08 2016
211.	IS 7372	-	-	1995	मोटर वाहनो के लिए सीसा-अम्ल की भंडारण बैटरिया -	1 पीस	46000	37000	0.9	सभी	-	-	-	-	24 08 2016
212.	IS 7809/ IEC 60454 -2	3	1	1986	दबाव संवेदनशील चिपकने वाला विद्युत प्रयोजनों के लिए इन्सुलेंटिंग टेप - भाग 3: अलग- अलग सामग्री के लिए आवश्यकताएँ - खंड 1: गैर- थर्मोसेटिंग गोंद सहित प्लास्टि साइड क्लोराइड टेप	100 रोल	46000	37000	0.9	5000	0.55	-	-	बाँकी सभी	24 08 2016
213.	IS 8144	-	-	1997	बहुप्रयोजी शुष्क बैटरिया -	1000 पीस	46000	37000	1.75	सभी	-	-	-	-	24 08 2016
214.	IS 8309	-	-	1993	विद्युत रोधित केबलों के एल्युमिनियम संचालको के संपीडन टाइप के लाइनगत कनेक्टरों	1 टन	46000	37000	346	सभी	-	-	-	-	24 08 2016
215.	IS 8448	-	-	1989	घरेलू उपयोग के लिए स्वचालित लाइन-वोल्टता कनैक्टर (सोपान टाइप)	1 पीस	46000	37000	1.75	सभी	-	-	-	-	24 08 2016
216.	IS 8783	4	1	1995	निमज्जन मोटरों के वाइडिंग तार - विशिष्टी भाग 4 अलग- अलग तारो की विशिष्टी अनुभाग 1 एच आर पीवीसी रोधित तार	100 मीटर	46000	37000	0.38	100000	0.19	-	-	बाँकी सभी	24 08 2016
217.	IS 8978	-	-	1992	पानी गर्म करने के इस्टेंट हीटरो की विशिष्टी	1 पीस	46000	37000	1.75	सभी	-	-	-	-	24 08 2016
218.	IS 9283	-	-	2013	निमज्जन पम्पसेटो के लिए	1 किलो	46000	37000	1.75	5000	1.35	100 00	0.9	बाँकी सभी	24 08 2016

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219.	IS 9537	2	-	1981	विद्युत अधिष्ठापन के लिए पाइपलाइन : भाग 2 कठोर इस्पात पाइपलाइन	100 मीटर	46000	37000	1.75	सभी	-	-	-	-	24 08 2016
220.	IS 9857	-	-	1990	वैलिंग केबलस -	100 मीटर	46000	37000	4.4	सभी	-	-	-	-	24 08 2016
221.	IS 9926		-	1981	रिवायरेबल प्रकार के बिजली में प्रयुक्त फ्यूजके लिए वायर 650 वोल्ट तक	1 किलो ग्राम	46000	37000	0.3	सभी	-	-	-	-	24 08 2016
222.	IS 9968	1	-	1988	इलास्टोमर विद्युत रोधी केबलों भाग 1 100 वोल्ट तक कार्यकारी वोल्टेज के लिए	100 मीटर	46000	37000	0.42	सभी	-	-	-	-	24 08 2016
223.	IS 9968	2	-	2002	इलास्टोमर विद्युत रोधी केबलों की विशिष्टी भाग 2 3.3 किवो से 33 किवो तक की कार्यकारी वोल्टता के लिए	100 मीटर	46000	37000	17.3	सभी	-	-	-	-	24 08 2016
224.	IS 10322	5	1	1985	प्रदीपक भाग 5 विवरणात्मक अपेक्षाएं अनुभाग 1 स्थिर सामान्य प्रयोजकों के प्रदीपक	1पीस	46000	37000	1.75	सभी	-	-	-	-	24 08 2016
225.	IS 10322	5	2	2012	प्रदीपक भाग 5 विवरणात्मक अपेक्षाएं अनुभाग 2 रिसेसड प्रदीपक	1पीस	46000	37000	3.5	सभी	-	-	-	-	24 08 2016
226.	IS 10322	5	3	1987	प्रदीपक भाग 5 विवरणात्मक अपेक्षाएं अनुभाग 3 सड़क और गली के प्रकाश के लिए (प्रदीपक)	1पीस	46000	37000	3.5	सभी	-	-	-	-	24 08 2016
227.	IS 11037	-	-	1984	इलेक्ट्रॉनिक प्रकार पंखा रेग्युलेटर	1पीस	46000	37000	1.75	सभी	-	-	-	-	24 08 2016
228.	IS 12615	-	-	2011	ऊर्जा दक्ष प्रेरण मोटरे - तीन फेजी स्क्रियरल केज	1 किलो वाट	46000	37000	1.75	सभी	-	-	-	-	24 08 2016
229.	IS 13466	-	-	1992	विद्युत मशीनों के द्वारा -	100 पीस	46000	37000	4.4	सभी	-	-	-	-	24 08 2016

230.	IS 13584	-	-	1993	बिजली की मशीनरी के लिए दृश सामग्री -	1 किलो ग्राम	46000	37000	0.36	सभी	-	-	-	-	24 08 2016
231.	IS 13730	3		2012	विशेष प्रकार की कुंडलण तारों की विशिष्टिया भाग 3 पोलीस्टर अनैमलित गोल कार्पर की तारे, वर्ग 155	1 टन	46000	37000	57.6	सभी	-	-	-	-	24 08 2016
232.	IS 13730 IEC 60317 -8 : 2010	8		2014	विशेष प्रकार की कुंडलण तारों की विशिष्टि भाग 8 पोलीएस्टेरीमाईड इनैमलिड ताँबा तारे, वर्ग 180	1 टन	46000	37000	57.6	सभी	-	-	-	-	24 08 2016
233.	IS 13730 IEC 6037- 45	45	-	1999	विशेष प्रकार की कुंडलण तारों की विशिष्टिया भाग 45 पोलीएस्टर इनैमल तारों के तार, वर्ग 130	1 टन	46000	37000	57.6	सभी	-	-	-	-	24 08 2016
234.	IS 14768	2	-	2003	विद्युत संस्थापन के लिए नलिक फिटिंग - विशिष्टि भाग 2 धातु फिटिंग	100 पीस	46000	37000	3.5	सभी	-	-	-	-	24 08 2016
235.	IS 14930	2	-	2001	विद्युत संस्थापनो के लिए कन्ड्यूट प्रणाली भाग 1 विशेष अपेक्षाएं - भूमि के नीचे गाढ़ी गई कन्ड्यूट प्रणाली	100 मीटर	46000	37000	8.1	सभी	-	-	-	-	24 08 2016
236.	IS/IEC 60079 : Part 1 : 2007 [earlie r IS 2148: 2004]	1	-	2007	विस्फोटी पर्यावरण भाग 2 ज्वालासह आवरण "D" द्वारा उपकरण संरक्षण	1 पीस	46000	37000	1.75	सभी	-	-	-	-	24 08 2016
237.	IS/IEC 60079 : Part 11 : 2006 [earlie r IS 5780:	11	-	2006	विस्फोटी पर्यावरण भाग 11 आंतरिक सुरक्षा "I" द्वारा उपकरण संरक्षण	1 पीस	46000	37000	17.3	सभी	-	-	-	-	24 08 2016

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238.	IS 10775	-	-	1984	शरीर समस्तर श्रवण मशीन	1 पीस	46000	37000	1.45	सभी	-	-	-	-	24 08 2016
239.	IS 16127	-	-	2013	कान के पीछे लगाए जाने वाले श्रवण सहायक यंत्र - डिजिटल	1 पीस	46000	37000	4	सभी	-	-	-	-	24 08 2016
240.	IS 1610	-	-	2000	घरेलू सिलाई की मशीन - सामान्य अपेक्षाएं	1 पीस	73000	42000	1.75	सभी	-	-	-	-	24 08 2016
241.	IS 14769	-	-	2000	घरेलू सिलाई की मशीन हेड - सामान्य अपेक्षाएं	1 पीस	64000	37000	1.6	सभी	-	-	-	-	24 08 2016
242.	IS 2712	-	-	1998	गैस्केट तथा पैकिंग - संपीडित एस्बसटस रेशा जोड़	1000 किलो ग्राम	65000	53000	4.4	सभी	-	-	-	-	24 08 2016
243.	IS 1269	1	-	1997	माप विज्ञान - लम्बाई मापन उपकरण भाग 1 धात्विक तथा कॉच रेशों का बुना हुआ मापन टेप	100 मीटर	60000	49000	0.32	सभी	-	-	-	-	24 08 2016
244.	IS 1269	2	-	1997	माप विज्ञान - लम्बाई मापन उपकरण भाग 2 इस्पात का मापन टेप	100 मीटर	60000	49000	0.32	सभी	-	-	-	-	24 08 2016
245.	IS 2269/ ISO 4762	-	-	2006	पटकोणी सॉकेट शीर्ष टोपी वाले पेच	1 टन	61000	50000	26	सभी	-	-	-	-	24 08 2016
246.	IS 12427	-	-	2001	बंधन सामग्री - चूड़ीदार इस्पात बंधन सामग्री पटकोणीय शीर्ष वाले सम्प्रेषण टावर काबले	1 टन	57000	46000	86	सभी	-	-	-	-	24 08 2016
247.	IS 1710	-	-	1989	साफ ठंडे पानी के लिए ऊर्ध्व टर्बाइन मिश्रित और अक्षिय प्रवाह पम्पों की	1पीस	63000	51000	20	2750	10	बाँकी सभी	-	-	24 08 2016
248.	IS 3196	1	-	2013	अल्प दाब द्रवणीय गैसों के लिए 5 लिटर से अधिक जल क्षमता वाले वैलिडित अल्प कार्बन इस्पात के सिलिंडर भाग 1 द्रवित पैटोलियम गैस (एल पी जी) के लिए सिलिंडर	1पीस	136000	96000	3.5	50000	2.65	बाँकी सभी	-	-	24 08 2016
249.	IS 3196	2	-	2006	अल्प दाब द्रवणीय गैसों के लिए 5 लिटर से अधिक जल क्षमता वाले वैलिडित अल्प कार्बन इस्पात के सिलिंडर भाग 2 एल पी जी के अलावा द्रवणीय	1पीस	136000	96000	3.5	50000	2.65	बाँकी सभी	-	-	24 08 2016

					अविपालु गैसों के लिए सिलिंडर									
250.	IS 3196	4	-	2001	अल्प दाब द्रवमाण गैसों के लिए 5 लिटर से अधिक जल क्षमता वाले वेल्डित अल्प कार्बन इस्पात के सिलिंडर - विशिष्ट भाग 4 अविपालु और संश्लारक गैसों के लिए सिलिंडर	1पीस	136000	96000	10.4	सभी	-	-	-	24 08 2016
251.	IS 7142	-	-	1995	5 लीटर से अनधिक जलवाली अल्पदाब द्रववीय गैसों के लिये वेल्डकृत अल्प कार्बन इस्पात के सिलिंडर	1पीस	136000	96000	2.65	50000	1.75	बाँकी सभी	-	24 08 2016
252.	IS 7285	1	-	2004	फिर से भरे जा सकने वाले जोड़ रहित इस्पात के गैस सिलिंडर - विशिष्ट भाग 1 प्रसामान्यीकृत इस्पात सिलेन्डर	1पीस	136000	96000	10.4	सभी	-	-	-	24 08 2016
253.	IS 7285	2	-	2004	फिर से भरे जा सकने वाले जोड़ रहित इस्पात के गैस सिलिंडर - विशिष्ट भाग 2 1100 एमपीए (112 केजीएफ/वर्ग एमएम) से कम की नन्यता सामर्थ्य वाले इस्पात के क्वेंचड और टेम्पर सिलेन्डर	1पीस	136000	96000	10.4	सभी	-	-	-	24 08 2016
254.	IS 7312	-	-	1993	वेल्ड किए तथा जोड़ सहित इस्पात के घुली एसिटिलीन के गैस सिलिंडर	1पीस	136000	96000	10.4	सभी	-	-	-	24 08 2016
255.	IS 12586	-	-	1998	13 लिटर पानी की धारिता से अनधिक ब्रेजित निम्न कार्बन इस्पात के गैस सिलेन्डर है	1पीस	136000	96000	1.75	सभी	-	-	-	24 08 2016
256.	IS 13258	-	-	2014	अल्प दाब द्रवणीय गैसों के लिए 5 लिटर से अधिक जल क्षमता वाले वेल्डित अल्प कार्बन इस्पात के सिलिंडर - उपयोग किये जाने वाले एलपीजी सिलिंडरों के पुनर्वीजन और निरीक्षण की अपेक्षाएं	1पीस	72000	59000	2.65	सभी	-	-	-	24 08 2016
257.	IS 14106	-	-	1996	प्रत्यक्ष क्रिया हैडपम्प	1पीस	58000	47000	8.7	सभी	-	-	-	24 08 2016

258.	IS 14203	-	-	1999	अग्नि प्रतिरोधी अभिलेख संरक्षण केबिनेट	1पीस	91000	75000	56	सभी	-	-	-	-	24 08 2016
259.	IS 14561	-	-	2014	अग्नि प्रतिरोधी (उष्मारोधी) फाइलिंग केबिनेट	1पीस	91000	75000	38	सभी	-	-	-	-	24 08 2016
260.	IS 14899	-	-	2014	स्वचल उपयोग के लिए द्रवित पेट्रोलियम गैस (एल पी जी) के धारक	1पीस	136000	96000	5	सभी	-	-	-	-	24 08 2016
261.	IS 15100	-	-	2001	मोटर वाहनों में प्रयुक्त स्थायी रूप से बने द्रवित पेट्रोलियम गैस आधानों के लिए बहुप्रकायत्मिक वाल्व असेम्बली	1पीस	71000	59000	2.3	सभी	-	-	-	-	24 08 2016
262.	IS 15449	1	-	2004	धरेलू प्रयोजनों के लिए जिग-जैग सिलार्ड मशीन हेड - भाग 1 : सामान्य आवश्यकताएं	1पीस	75000	62000	5	सभी	-	-	-	-	24 08 2016
263.	IS 15490 / ISO 9809- 1	-	-	2004	वाहनों के लिए ईंधन के रूप में संपीड़ित प्राकृतिक गैस के ऑन-बोर्ड भंडारण के लिए सिलेन्डर	1पीस	136000	96000	10.4	सभी	-	-	-	-	24 08 2016
264.	IS 15500	3	-	2004	गहराई से पानी निकालने वाले हथवरमे, प्रयुक्त होने वाले पुर्जे और विशेष औजार -	1 असें बली	67000	55000	3.75	सभी	-	-	-	-	24 08 2016
265.	IS 16014	-	-	2012	यांत्रिक पद्धति से बुनी दोहरी एंठित, षटकोणीय तार मैश गेवियन, रिवेट मैटर्स एवं राक फाल मैटिंग (जस्तिकृत इस्पात तार एवं पीवीसी चड़ी जस्तिकृत इस्पात की तार)	100 किलो ग्राम	94000	78000	15.28	सभी	-	-	-	-	24 08 2016
266.	IS 8110	-	-	2000	कृप जालियों और खांचित पाइप -	1 मीटर	76000	62000	1.2	सभी	-	-	-	-	24 08 2016
267.	IS 8418	-	-	1999	पम्प - अपकेन्डी - स्वतः प्राइमिंग -	1पीस	64000	52000	4	सभी	-	-	-	-	24 08 2016
268.	IS 11552	-	-	2008	75 लीटर तक की क्षमता के द्रव नाइट्रोजन आधान -	1पीस	99000	82000	20	सभी	-	-	-	-	24 08 2016
269.	IS 774	-	-	2004	अग्नेयी टटियों व मृत्वालयों के लिए प्रधावन टंकिया (प्लास्टिक की टंकियों को छोड़कर) -	1पीस	73000	42000	3.5	सभी	-	-	-	-	24 08 2016
270.	IS 902	-	-	1992	अग्नि शमन कार्यों के लिए चूषण होज युग्मन -	1पीस	65000	52000	11	सभी	-	-	-	-	24 08 2016

271.	IS 907	-	-	1984	अग्नि शमन मेन प्रयुक्त बेलनाकार प्रकार के संक्थन झन्ना	1पीस	61000	49000	6.4	सभी	-	-	-	-	24 08 2016
272.	IS 952	-	-	2012	फायर ब्रिगेड में प्रयोग होने वाले फाग नौजल -	1पीस	56000	45000	8.8	सभी	-	-	-	-	24 08 2016
273.	IS 1489	2	-	1991	पोर्टलैंड पोर्जोलना सीमेंट - विशिष्टी भाग 2 निस्तापित मिट्टी आधारित (चौथा पुनरीक्षण)	1 टन	64000	45000	2	सभी	-	-	-	-	24 08 2016
274.	IS 2185 :	1	-	2005	क्रिकेट की चिनाई वाली इकाइया - विशिष्टी भाग 1 खोखले एव ठोस क्रिकेट ब्लॉक (तीसरा पुनरीक्षण)	1 टन	82000	75000	26.8	सभी	-	-	-	-	24 08 2016
275.	IS 2871	-	-	2012	अग्नि शमन के लिए सर्वविध शाखा पाइप	1पीस	93000	73000	4.2	सभी	-	-	-	-	24 08 2016
276.	IS 3466	-	-	1988	चिनाई सीमेंट	1 टन	64000	45000	2	सभी	-	-	-	-	24 08 2016
277.	IS 3513 :	3	-	1989	रेजिन ऊपचारित कोप्रेस्ड परतदार लकड़ी (कोम्प्रेस्स) - भाग 3 सामान्य प्रयोजन हेतु	1 वर्ग मीटर	71000	59000	3.5	सभी	-	-	-	-	24 08 2016
278.	IS 3812 :	1	-	2013	चूर्ण ईंधन की राख - विशिष्टी भाग 1 सीमेंट, सीमेंट के मसाले (मोर्टार) व क्रिकेट में पोर्जोलना के तरह प्रयोग के लिए (तीसरा पुनरीक्षण)	1 टन	71000	59000	9.2	सभी	-	-	-	-	24 08 2016
279.	IS 4835	-	-	1979	लकड़ी के लिए पोलि विनाईल एसिटेड विक्षेपण आधारित गोंद	1 टन	102000	85000	86	सभी	-	-	-	-	24 08 2016
280.	IS 4985 : 2000	-	-	2000	पेय जल की पूर्ति के लिए असुषट्टियत पी. बी. सी. पाइप -	1 टन	58000	47000	86.4	सभी	-	-	-	-	24 08 2016
281.	IS 4989	4	-	2003	हाइड्रोकार्बन और धुवी जिलायक की आग बुझाने की लिए बहुप्रयोगी जलीय फिल्म बनाने वाले झाग एव सांद्र -	1 किलो लीटर	86000	74000	220	सभी	-	-	-	-	24 08 2016
282.	IS 8042	-	-	2015	सफेद पोर्टलैंड सीमेंट	1 टन	64000	45000	2	सभी	-	-	-	-	24 08 2016
283.	IS 9103	-	-	1999	क्रिकेट एडमिक्सचर -	1 किलो लीटर/ 1टन	65000	50000	52	सभी	-	-	-	-	24 08 2016

284.	IS 9271	-	-	2004	निकास के लिए असूयित पोलिबिनाइल क्लोराइड एकल दीवार वाले नालीदार पाइपे -	1 टन	81000	69000	80	सभी	-	-	-	-	24 08 2016
285.	IS 10701	-	-	2012	स्ट्रक्चरल फ्लाइवुड	1 वर्ग मीटर	103000	85000	0.15	सभी	-	-	-	-	24 08 2016
286.	IS 11833	-	-	1986	धातु आग के लिए शुष्क पाउडर अग्निशामक यंत्र	1पीस	65000	53000	66	800	33	बाँकी सभी	-	-	24 08 2016
287.	IS 12701	-	-	1996	पानी के भण्डार हेतु प्लास्टिक टंकियां	100 लीटर	80000	60000	1.1	सभी	-	-	-	-	24 08 2016
288.	IS 12866	-	-	1989	तापटुह पोलिएस्टर रेजिन (काँच रेशा प्रबलित) से बनाई गई प्लास्टिक की पारभापी चाददेरे	1 वर्ग मीटर	84000	66000	0.7	सभी	-	-	-	-	24 08 2016
289.	IS 13114	-	-	1991	जल-कल प्रयोजन के लिए गढ़ाई वाले तांबा मिश्रधातु के गेट, ग्लोब और रोक वाल्ब	1पीस	58000	47000	0.6	सभी	-	-	-	-	24 08 2016
290.	IS 14268	-	-	1995	पूर्व प्रतिबलित क्रांकीट के लिए अल्पित कम शिथिलीन वाले सात-प्लाइ के स्टैंड	1 टन	100000	84000	34.6	सभी	-	-	-	-	24 08 2016
291.	IS 14276	-	-	1995	Cement Bonded Particle Boards	1 वर्ग मीटर	58000	47000	0.18	सभी	-	-	-	-	24 08 2016
292.	IS 14333	-	-	1996	High Density Polyethylene Pipe For Sewerage	1 किलो ग्राम	100000	84000	0.22	सभी	-	-	-	-	24 08 2016
293.	IS 14399 & 2	1	-	1996	Hot Press Moulded Thermosetting Glass Fibre Reinforced Polyester Resin (GRP) Sectional Water Storage Tanks	1 किलो ग्राम	65000	53000	0.36	सभी	-	-	-	-	24 08 2016
294.	IS 14402	-	-	1996	Glass Fibre Reinforced Plastics (GRP) Pipes Joints And Fittings For use for	1 किलो ग्राम	65000	53000	0.15	सभी	-	-	-	-	24 08 2016

					Sewerage, Industrial Waste and Water (other than Potable)										
295.	IS 14609	-	-	1999	Dry Chemical Powder For Fighting A,B,C, Class Fires -	1 किलो ग्राम	64000	51000	0.16	सभी	-	-	-	-	24 08 2016
296.	IS 14616	-	-	1999	Laminated Veneer Lumber	1 मीटर ³	81000	69000	29	सभी	-	-	-	-	24 08 2016
297.	IS 14735	-	-	1999	Unplasticized Polyvinyl Chloride (UPVC) Injection Moulded Fittings For Soil And Waste Discharge System For Inside And Outside Buildings Including Ventilation And Rain Water System	100 पीस	76000	62000	12.5	सभी	-	-	-	-	24 08 2016
298.	IS 14885	-	-	2001	सैसीय ईंधन की पूर्ति के लिए पालिइथाइलीन पाइप	1 टन	112000	96000	96	सभी	-	-	-	-	24 08 2016
299.	IS 14933	-	-	2001	अग्नि शमन कार्यों के लिए उच्च दाब वाले होज -	1 मीटर	71000	59000	1.8	सभी	-	-	-	-	24 08 2016
300.	IS 15155	-	-	2002	अस्तर व लेपन वाले सरिये/तार से लिफ्टे हुए इस्पात के बेलनाकर पाइप (विशेष सहायकांग सहित) -	1 टन	71000	59000	8	सभी	-	-	-	-	24 08 2016
301.	IS 15265	-	-	2003	कृषि पंपों की चूषण और वितरण लाइनों के लिए पोलिमर प्रबलित ताप सुघटय अथवा तम्य पी वी सी पाइप -	1 टन	115000	96000	180	सभी	-	-	-	-	24 08 2016
302.	IS 15328	-	-	2003	दाब-रहित भूमिगत जल निकास एवं भवनो के बाहर मल-जल व्यवस्था में प्रयुक्त अप्लास्टिकृत	1 टन	88000	72000	79	सभी	-	-	-	-	24 08 2016

					पोलिमीनाईल क्लोराइड (पी०वी०सी० यू) पाइप										
303.	IS 15380	-	-	2003	मोलडेड उठा हुआ उच्च घनत्व फाइबर (एमडीएफ) से बने पैनल दरवाजे	1 वर्ग मीटर	71000	59000	2.2	सभी	-	-	-	-	24 08 2016
304.	IS 15450	-	-	2004	तप्त और अतप्त जल की पूर्ति के लिए पॉलीएथिलीन एल्युमिनियम/ पॉलीएथिलीन समिश्र दाब पाइपे -	100 मीटर	92000	79000	11	सभी	-	-	-	-	24 08 2016
305.	IS 15476	-	-	2004	बॉस की चटाई की नालीदार चादरे	1 वर्ग मीटर	90000	74000	1.5	सभी	-	-	-	-	24 08 2016
306.	IS 15622	-	-	2006	प्रेस्ड सिरेमिक टाइले	1 वर्ग मीटर	113000	94000	3.8	27000	1.90	270 00	0.95	बॉकी सभी	24 08 2016
307.	IS 15683	-	-	2006	अग्नि-शामक - कार्यकारिता और निर्माण -	1 पीस	108000	90000	9	सभी	-	-	-	-	24 08 2016
308.	IS 15778	-	-	2007	तप्त और अतप्त पेय जल वितरण व्यवस्था के लिए क्लोरीनकृत पॉलीविनायल क्लोराइड (सीपीवीसी) पाइप	1 टन	189000	158000	30	सभी	-	-	-	-	24 08 2016
309.	IS 15786	-	-	2008	ग्रीनेमिनेटिड सीमेंट आवद्ध पार्टिकल बोर्ड -	1 वर्ग मीटर	101000	84000	0.3	सभी	-	-	-	-	24 08 2016
310.	IS 15801	-	-	2008	तप्त और अतप्त जल व्यवस्था के लिए पॉलीप्रोपलीन- रेन्डम कोपोलीमर पाइप -	1 टन	160000	134000	20	सभी	-	-	-	-	24 08 2016
311.	IS 16088	-	-	2012	स्वचालित स्प्रिंकलर अग्निशमन तंत्र के लिए क्लोरीनकृत पॉलीविनायल क्लोराइड (सीपीवीसी) पाइप -	1 टन	140000	117000	400	सभी	-	-	-	-	24 08 2016
312.	IS 16098	1	-	2013	गैर-दबाव जल निकासी और सीवरेज के लिए संरचित - दीवार प्लास्टिक पाइपिंग पद्धतिया - विशिष्टी भाग 1 चिकनी बाहरी सतह के साथ पाइप और फिटिंग, टाइप ए	1 टन	189000	159000	174	सभी	-	-	-	-	24 08 2016

313.	IS 16098	2	-	2013	गैर-दबाव जल निकासी और सीवरेज के लिए संरचित - दीवार प्लास्टिक पाइपिंग पद्धतिया - विशिष्टी भाग 2 गैर-चिकनी बाहरी सतह के साथ पाइप और फिटिंगे, टाइप बी	100 मीटर	209000	176000	23	सभी	-	-	-	-	24 08 2016
314.	IS 335	-	-	1993	नये विद्युत रोधन तेल	1 किलो लीटर	86000	71000	8.7	सभी	-	-	-	-	24 08 2016
315.	IS 418	-	-	2004	घेरलु और ऐसे ही सामान्य प्रकाश प्रयोजनों के लिए टंगस्टन फिलामेंट लैम्प	100 पीस	57000	46000	0.9	सभी	-	-	-	-	24 08 2016
316.	IS 1180	1	-	2014	बाह्य-रंग तेल इम्मेसंड वितरण ट्रांसफॉर्मर तक 2500 kVA, 33 KV - विशिष्टी भाग 1 मिनरल तेल - निमिज्जित	1 kVA	142000	114000	3	सभी	-	-	-	-	24 08 2016
317.	IS 1709	-	-	1984	इलेक्ट्रिक फैन मोटर्स के लिए कैपेसिटर	1पीस	88000	72000	0.07	सभी	-	-	-	-	24 08 2016
318.	IS 2418	1	-	1977	ट्यूबलर फ्लोरोसेंट प्रकाश सामान्य सेवा के लिए लैंप - भाग 1 आवश्यकताएँ और परीक्षण	1पीस	80000	60000	0.06	सभी	-	-	-	-	24 08 2016
319.	IS 2997	-	-	1964	वायु प्रसारक टाइप के बिजली के पंखे और रेग्युलेटर	1पीस	65000	53000	7.2	सभी	-	-	-	-	24 08 2016
320.	IS 6365	-	-	1971	प्रयोगशाला बिजली ओवन	1पीस	85000	68000	18	सभी	-	-	-	-	24 08 2016
321.	IS 7098	3	-	1993	अनुप्रस्थ जुड़े हुए पौलीइथाइलीन विद्युतरोधी ताप स्थायी ढके केबल - विशिष्टी भाग 3 66 कि. वो. से 220 कि. वो. तक की कार्यकारी वोल्टता के लिए	1 मीटर	81000	78000	3.5	सभी	-	-	-	-	24 08 2016
322.	IS 9836	-	-	1981	फ्यूज	1पीस	88000	72000	7.8	सभी	-	-	-	-	24 08 2016
323.	IS 9974	1	-	1981	उच्च दबाव सोडियम वाष्प लैंप; भाग 1 सामान्य आवश्यकताएँ और परीक्षण	1पीस	88000	72000	1.75	सभी	-	-	-	-	24 08 2016

324.	IS 11879	-	-	1986	इलेक्ट्रिक स्टीम कुकर	1पीस	65000	53000	2.7	सभी	-	-	-	-	24 08 2016
325.	IS 12463	-	-	1988	इन्वर्टिबल मिनरल विद्युत् रोधी तेल	1 किलो लीटर	73000	60000	144	सभी	-	-	-	-	24 08 2016
326.	IS 12640	1	-	2008	घेरलू एंव समान प्रयोजनों के लिए अवशिष्ट करंट चालित सर्किट वियोजक भाग 1 समेकित अतिधारा संरक्षण रहित सर्किट वियोजक	1पीस	112000	96000	5.3	सभी	-	-	-	-	24 08 2016
327.	IS 12640	2	-	2008	घेरलू एंव समान प्रयोजनों के लिए अवशिष्ट करंट चालित सर्किट वियोजक भाग 2 समेकित अतिधारा संरक्षण सहित सर्किट वियोजक	1पीस	112000	96000	5.3	सभी	-	-	-	-	24 08 2016
328.	IS 13010	-	-	2002	एसी वाट घंटा मीटर, क्लास 0.5, 1 एंव 2 -	1पीस	58000	47000	0.42	10000 0	0.3	100 000	0.18	बाँकी सभी	24 08 2016
329.	IS 13021	1	-	1991	नलिकाकार प्रतिदीप्त बत्तियों के लिए ए सी आपूर्ति वाले इलैक्ट्रॉनिकी बैलास्ट - विशिष्ट भाग 1 सामान्य एंव सुरक्षा अपेक्षाएं	1पीस	58000	47000	2.7	सभी	-	-	-	-	24 08 2016
330.	IS 13021	2	-	1991	नलिकाकार प्रतिदीप्त बत्तियों के लिए ए सी आपूर्ति वाले इलैक्ट्रॉनिकी बैलास्ट - विशिष्ट भाग 2 कार्यकारिता अपेक्षाएं	1पीस	73000	60000	2.7	सभी	-	-	-	-	24 08 2016
331.	IS 13340	-	-	1993	ए सी विद्युत तंत्रों के लिए स्वतः ठीक होने वाले 650 वोल्ट की रेटिंग वोल्टता के संदर्भित -	1 kVA R [add prod uctio n with IS 1358 5 1) & IS 1392 5(1)	58000	47000	0.9	सभी	-	-	-	-	24 08 2016

332.	IS 13585	1	-	1994	औद्योगिक ऑटोमेशन पद्धति एव संघटन - पाटर्स लाइब्ररी भाग 1 संक्षिप्त विवरण एव मूलभूत सिद्धांत	1 kVA R [add prod uctio n with IS 1334 0) & IS 1392 5(1)	58000	47000	0.9	सभी	-	-	-	-	24 08 2016
333.	IS 13703 /IEC 269-2	2	1	1993	1000 वो० ए सी अथवा 1500 वो० डी सी से अनधिक वोल्टता के लिये अल्प वोल्टता फ्यूजों की विशिष्टी भाग 2 प्राधिकृत व्यक्तियों द्वारा उपयोग के लिये फ्यूज अनुभाग 1 अनुपूरक अपेक्षाएं	100 पीस	65000	53000	5.3	सभी	-	-	-	-	24 08 2016
334.	IS 13779	-	-	1999	ए सी स्थापित घंटा मीटर, वर्ग 1 और 2 - विशिष्टी	1 पीस	181000	157000	1.32	सभी	-	-	-	-	24 08 2016
335.	IS 14255	-	-	1995	वायवीय गुच्छित केबल - 1100 वोल्ट तक और सहित की कार्यकारी वोल्टता के लिए - विशिष्टी	100 मीटर	146000	129000	12.4	सभी	-	-	-	-	24 08 2016
336.	IS 14927	2	-	2001	विद्युत संस्थापन के लिए केबल तनाव और वाहिनी पद्धति भाग 2 केबल तनाव एव वाहिनी पद्धति - दीवारों पर या सीलिंग पर लगाने के लिए बांछित	100 मीटर	58000	47000	2.1	सभी	-	-	-	-	24 08 2016
337.	IS 15111	-	-	2002	जनरल प्रकाश सेवाओं के लिए स्वतः बालास्टकृत लैम्प (भाग -1 एवं भाग -2)	100 पीस	166000	147000	33	5000	16.5	बाँ की सभी	-	-	24 08 2016
338.	IS 15111	1	-	2002	सामान्य प्रकाश व्यवस्थाओं के लिए स्वतः बालास्टकृत लैम्प भाग 1 सुरक्षा अपेक्षाएं	100 पीस	166000	147000	33	5000	16.5	बाँ की सभी	-	-	24 08 2016
339.	IS 15111	2	-	2002	सामान्य प्रकाश व्यवस्थाओं के लिए स्वतः	100 पीस	166000	147000	33	5000	16.5	बाँ की	-	-	24 08 2016

					बालास्टकृत लैम्प भाग 2 कार्यकारिता अपेक्षाएं						सभी				
340.	IS 15652	-	-	2006	विद्युत प्रयोजनों के लिए विद्युतरोधी सैट	1 वर्ग मीटर	75000	62000	3	सभी	-	-	-	-	24 08 2016
341.	IS 15787	-	-	2008	इंटरलॉक रहित स्विच-सॉफ्ट आउटलेट	1 टन	56000	46000	34	सभी	-	-	-	-	24 08 2016
342.	IS 15884	-	-	2010	प्रत्यावर्ती दिष्ट धारा सन्निय ऊर्जा के लिए संयोजित स्थैतिक पूर्वभुगतान मीटर (श्रेणी 1 तथा 2) -	1पीस	332000	280000	3	सभी	-	-	-	-	24 08 2016
343.	IS 16103	2	-	2012	सामान्य प्रकाश व्यवस्था के लिए एल ई डी मोड्यूल भाग 2 कार्यकारिता अपेक्षाएं	1पीस	460000	389000	4.6	सभी	-	-	-	-	24 08 2016
344.	IS/IEC 60898 : Part 1 : 2002 [earlie r IS 8828: 1996]	1	-	2002	विद्युत उपस्कर - घरेलू और समान संस्थापनों के लिए ओवरकरंट से सुरक्षा हेतु परिपथ वियोजक भाग 1 प्रत्यावर्ती धारा के प्रचालन के लिए परिपथ वियोजक	1पीस	73000	60000	0.27	सभी	-	-	-	-	24 08 2016
345.	IS/IEC 60947 : Part 3 : 1999 [earlie r IS 13947 (Pt. 3):199 3]	3	-	1999	निम्न-वोल्टता के स्विचगियर और नियंत्रणगियर भाग 3 स्विच, वियोजक, स्विच वियोजक और फ्यूज संयोजक इकाईया	1पीस	58000	47000	0.9	सभी	-	-	-	-	24 08 2016
346.	IS/IEC 60947 : Part 4 : Sec 1 : 2000 [earlie r IS 13947 (4/1):1 993]	4	1	2000	निम्न-वोल्टता के स्विचगियर और नियंत्रणगियर भाग 4 कॉटेक्टर और मोटर स्टार्टर अनुभाग 1 विद्युतयांत्रिक कॉटेक्टर और मोटर स्टार्टर	1पीस	58000	47000	0.27	सभी	-	-	-	-	24 08 2016
347.	IS/IEC 60947 : Part 5 : Sec 1 : 2003 [earlier	5	1	2003	निम्न-वोल्टता के स्विचगियर और नियंत्रणगियर भाग 5 परिपथ नियंत्रण उपकरण और स्विचिंग घटक अनुभाग 1	1पीस	58000	47000	0.42	सभी	-	-	-	-	24 08 2016

	IS 13947 (5/1): 1993]				विद्युत-यांत्रिक परिपथ नियंत्रण उपकरण										
348.	IS 9167	-	-	1979	कान रक्षक	100 पीस	68000	56000	3.4	सभी	-	-	-	-	24 08 2016
349.	IS 9281	3	-	1981	इलेक्ट्रॉनिक वजन सिस्टम - भाग 3 आवश्यकताओं	1पीस	61000	49000	40	सभी	-	-	-	-	24 08 2016
350.	13098	-	-	2012	स्वचल वाहन - वायवीय टायरों के लिए ट्यूब -	1पीस	90000	77000	0.5	10000 0	0.35	100 000	0.15	बॉकी सभी	24 08 2016
351.	15627	-	-	2005	स्वचल वाहन - दुपहिया और तिपहिया मोटर वाहनों के लिए वातिल टायर	1पीस	243000	204000	0.5	10000 0	0.35	100 000	0.15	बॉकी सभी	24 08 2016
352.	15633	-	-	2005	स्वचल वाहन - सवारी कारों के लिए वातिल टायर - आड़ी और रेडियल प्लाई -	1पीस	258000	217000	2	10000 0	1.5	100 000	1.35	बॉकी सभी	24 08 2016
353.	15636	-	-	2012	स्वचल वाहन - व्यावसायिक वाहनों के लिए वातिल टायर आड़ी और रेडियल प्लाई -	1पीस	242000	203000	2	10000 0	1.5	100 000	1.35	बॉकी सभी	24 08 2016
354.	1884	-	-	1993	स्वचल वाहन - इलेक्ट्रिक हॉर्न	1पीस	58000	47000	0.36	सभी	-	-	-	-	24 08 2016
355.	5029	-	-	1979	विस्तर , अस्पताल, सामान्य प्रयोजन	1पीस	65000	53000	17.3	सभी	-	-	-	-	24 08 2016
356.	7620	1	-	1986	नैदानिक चिकित्सा एक्स-रे उपकरण - भाग 1: जनरल और सुरक्षा आवश्यकताओं	1पीस	58000	47000	260	सभी	-	-	-	-	24 08 2016
357.	8462	-	-	1977	कीटाणुनाशक यंत्र , पोर्टेबल, कार्यक्षेत्र, दबाव प्रकार	1पीस	58000	47000	26	सभी	-	-	-	-	24 08 2016
358.	9165	2	-	1992	शल्यक उपकरण- सीवन सुइयों भाग 2 आँख वाली सुइयों - आकार, आकृति और आयाम	1000 पीस	73000	60000	43.2	सभी	-	-	-	-	24 08 2016
359.	16111	-	-	2013	इलास्टिक पट्टी	100 मीटर	54000	43000	1	सभी	-	-	-	-	24 08 2016

[संदर्भ : सीएमडी- 3/8:8]

पी. एम. पंतूलू, वैज्ञानिक एफ एवं उपमहानिदेशक (प्रमाणन)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 22nd November, 2016

S.O. 2311.—In pursuance of sub-regulation (3) of regulation 6 of the Bureau of Indian Standards (Certification) Regulations 1988, the Bureau of Indian Standards, hereby notifies the Marking fee for the product given in the schedule:

SCHEDULE

Sl. No.	IS No.	P a r t	S e c	Year	Product	Units	MMF(Rs.)		Unit Rate Slab-1 Fee (Rs.)	Units in Slab-1	Unit Rate Slab - 2 (Rs.)	Units in Slab-2	Unit Rate Slab 3 (Rs.)	Units in Slab-3	Effective date
							LS	MSM E							
1.	7347	-	-	1974	Performance of Small Size Spark Ignition Engines for agricultural sprayers and similar applications	1 piece	46000	37000	2.2	All	-	-	-	-	24 08 2016
2.	10001	-	-	1981	Performance Requirements for Constant Speed Compression ignition (diesel) engines for general purposes (up to 20 kW)	1 piece	46000	37000	17.3	1500	10.4	Remain ing	-	-	24 08 2016
3.	11170	-	-	1985	Performance Requirements for Constant Speed Compression Ignition (Diesel) Engines For Agricultural Purposes (Up to 20 kw)	1 piece	46000	37000	17.3	1500	10.4	Remain ing	-	-	24 08 2016
4.	7079	-	-	2008	Automotive vehicles - Brake hose assemblies for hydraulic braking systems used with non-petroleum base brake fluid	100 piece	46000	37000	8.7	All	-	-	-	-	24 08 2016
5.	623	-	-	2008	Bicycle- Bicycle Frames	100 piece	46000	37000	3.5	All	-	-	-	-	24 08 2016
6.	624	-	-	2003	Bicycles - Rims	100 piece	46000	37000	3.5	All	-	-	-	-	24 08 2016
7.	2061	-	-	1995	Bicycle - Front Forks	100 piece	46000	37000	3.5	All	-	-	-	-	24 08 2016
8.	2415	-	-	2015	Cycle - Rubber Tubes (Moulded/Joint ed)	100 Pcs	46000	37000	1.75	All	-	-	-	-	24 08 2016
9.	6218	-	-	2008	Bicycle – Mudguards	100 pair	46000	37000	4.4	All	-	-	-	-	24 08 2016
10.	3236	-	-	1992	Hypodermic Syringes For General Purposes	100 piece	46000	37000	5.25	All	-	-	-	-	24 08 2016
11.	3319	-	-	1995	Blades, Surgical, Detachable (Bard Parker Type) And Handles	1000 piece	46000	37000	10.4	All	-	-	-	-	24 08 2016
12.	3829	1	-	1999	Horizontal Cylindrical And Horizontal Rectangular	1 piece	46000	37000	103.7	All	-	-	-	-	24 08 2016

					Steam Sterilizers, Pressure Type (For Hospital And Pharmaceutical Use)										
13.	3829	2	-	1978	Steam Sterilizers - Part 2 : Horizontal Cylindrical High Speed Steam Sterilizers, Pressure Type	1 piece	46000	37000	103.7	All	-	-	-	-	24 08 2016
14.	3829	3	-	1985	Steam Sterilizers - Part 3 : Pressure Sterilizers, Vertical Cylindrical Type	1 piece	46000	37000	103.7	All	-	-	-	-	24 08 2016
15.	3830	-	-	1979	Water Stills For Pyrogen-Free Distilled Water	1 piece	46000	37000	103.7	All	-	-	-	-	24 08 2016
16.	3831	-	-	1979	Sterilizer, Shallow (Dressing Drum)	1 piece	46000	37000	1.75	All	-	-	-	-	24 08 2016
17.	3992	-	-	1982	Trays, Kidney	1 piece	46000	37000	0.18	All	-	-	-	-	24 08 2016
18.	3993	-	-	1993	Trays, Instruments	1 piece	46000	37000	0.42	All	-	-	-	-	24 08 2016
19.	4266	-	-	1967	Lockers, Bedside For Hospital Use	1 piece	46000	37000	2.5	All	-	-	-	-	24 08 2016
20.	4381	-	-	1967	Pathological Microscope	1 piece	46000	37000	8.7	All	-	-	-	-	24 08 2016
21.	4533	-	-	1995	Suction Apparatus	1 piece	46000	37000	10.4	All	-	-	-	-	24 08 2016
22.	5022	-	-	1989	Sterilizers, Instruments (Table Model)	1 piece	46000	37000	1.75	All	-	-	-	-	24 08 2016
23.	5035	-	-	1969	Sterilizers, Bowl And Utensil (Pedal Type)	1 Piece	46000	37000	140	All	-	-	-	-	24 08 2016
24.	5143	-	-	1988	Adjustable Axillary Crutches	1 Piece	46000	37000	0.35	All	-	-	-	-	24 08 2016
25.	5291	-	-	1969	Tables, Operation, Hydraulic, Major	1 piece	46000	37000	103.7	All	-	-	-	-	24 08 2016
26.	5405	-	-	1980	Sanitary Napkins	1000 piece	46000	37000	10	All	-	-	-	-	24 08 2016
27.	7454	-	-	1991	Rehabilitation Equipment - Wheelchairs, Folding, Adult Size	1 piece	46000	37000	4.35	All	-	-	-	-	24 08 2016
28.	7652	-	-	1988	Sphygmomanometer, Aneroid Type	1 piece	46000	37000	3.5	All	-	-	-	-	24 08 2016
29.	8086	-	-	1991	REHABILITATION EQUIPMENT - WHEELCHAIRS, FOLDING, JUNIOR SIZE	1 piece	46000	37000	4.35	All	-	-	-	-	24 08 2016
30.	8088	-	-	1976	TRICYCLE, HAND PROPELLED	1 piece	46000	37000	6.8	All	-	-	-	-	24 08 2016
31.	9471	2	-	1980	Modular Lower Limb Orthotic Components - Part II : Stirrups, Split	1 piece	46000	37000	0.03	All	-	-	-	-	24 08 2016

32.	9471	3	-	1980	Modular Lower Limb Orthotic Components - Part III : Stirrup Plates	1 piece	46000	37000	1	All	-	-	-	-	24 08 2016
33.	9471	4	-	1980	Modular Lower Limb Orthotic Components - Part IV : Joint Unit, Ankle	1 piece	46000	37000	0.3	All	-	-	-	-	24 08 2016
34.	9471	5	-	1980	Modular Lower Limb Orthotic Components - Part V : Joint Unit, Knee	1 piece	46000	37000	0.5	All	-	-	-	-	24 08 2016
35.	9471	6	-	2000	Modular Lower Limb Orthotic Components - Part 6 : Orthotic Hip Joint (Joint Unit, Hip Drop Lock)	1 piece	46000	37000	1.5	All	-	-	-	-	24 08 2016
36.	9471	7	-	2000	Modular Lower Limb Orthotic Components - Part 7 : Orthotic Joint Bars, Ankle And Knee (Upper and Lower)	1 piece	46000	37000	0.05	All	-	-	-	-	24 08 2016
37.	11279	-	-	1985	Braille Slate	1 piece	46000	37000	2	All	-	-	-	-	24 08 2016
38.	11378	-	-	2002	Anaesthetic Machines For Use With Humans	1 piece	46000	37000	260	All	-	-	-	-	24 08 2016
39.	11569	-	-	1986	Cervical Collar	1 piece	46000	37000	0.2	All	-	-	-	-	24 08 2016
40.	11646	2	-	1986	Cane For Visually Handicapped - Part 2 : Folding Type	1 piece	46000	37000	0.5	All	-	-	-	-	24 08 2016
41.	11708	-	-	1986	Hand, Mechanical	1 piece	46000	37000	2	All	-	-	-	-	24 08 2016
42.	12664	1	-	2003	Artificial Limbs - Sach Foot For Lower Extremity Prostheses - Part 1 : Design And Dimensions	1 piece	46000	37000	0.55	All	-	-	-	-	24 08 2016
43.	14429	-	-	1997	Braille Shorthand Machine,	1 piece	46000	37000	10	All	-	-	-	-	24 08 2016
44.	IS 1363	1	-	2002	Hexagon Head Bolts, Screws And Nuts Of Product Grade C Part 1 Hexagon Head Bolts (Size Range M 5 To M 64)	1 ton	46000	37000	26	All	-	-	-	-	24 08 2016
45.	IS 1363	3	-	2002	Hexagon Head Bolts, Screws And Nuts Of Product Grade C Part 3 Hexagon Nuts(Size Range M 5 To M 64)	1 ton	46000	37000	26	All	-	-	-	-	24 08 2016
46.	IS 1364	1	-	2002	Hexagon Head Bolts, Screws And Nuts Of Product Grades A and B- Part 1: Hexagon Head Bolts	1 ton	46000	37000	26	All	-	-	-	-	24 08 2016

					(Size Range M 1.6 To M 64)										
47.	IS 1370	-	-	1993	Transmission Belting - Friction Surface Rubber Belting	10 m ²	46000	37000	3.5	All	-	-	-	-	24 08 2016
48.	IS 1759	-	-	1986	Powrahs	100 piece	46000	37000	3.5	All	-	-	-	-	24 08 2016
49.	IS 1929	-	-	1982	Hot Forged Steel Rivets For Hot Closing (12 To 36 mm Diameter)	1 ton	46000	37000	22.7	All	-	-	-	-	24 08 2016
50.	IS 3650	-	-	1981	Combination Side Cutting Pliers	1 piece	46000	37000	0.32	All	-	-	-	-	24 08 2016
51.	IS 4003	1	-	1978	Pipe Wrenches Part 1 Gneral Purpose	1 piece	46000	37000	0.36	All	-	-	-	-	24 08 2016
52.	IS 4003	2	-	1986	Pipe Wrenches Part 2 Heavy Duty	1 piece	46000	37000	5.25	All	-	-	-	-	24 08 2016
53.	IS 4123	-	-	1982	Chain Pipe Wrenches	1 piece	46000	37000	5.25	All	-	-	-	-	24 08 2016
54.	IS 4508	-	-	1992	Open Ended Slugging Wrenches (Spanners)	1 piece	46000	37000	0.5	All	-	-	-	-	24 08 2016
55.	IS 4509	-	-	1992	Ring Slugging Wrenches (Spanners)	1 piece	46000	37000	0.5	All	-	-	-	-	24 08 2016
56.	IS 6078	-	-	1986	Lineman's Pliers	1 piece	46000	37000	0.12	All	-	-	-	-	24 08 2016
57.	IS 6149	-	-	1984	Single-Ended Open-Jaw Adjustable Wrenches	1 piece	46000	37000	0.42	All	-	-	-	-	24 08 2016
58.	IS 6639	-	-	1972	Hexagon Bolts For Steel Structures	1 ton	46000	37000	26	All	-	-	-	-	24 08 2016
59.	IS 6760	-	-	1972	Slotted Countersunk Head Wood Screws	1000 piece	46000	37000	1.2	All	-	-	-	-	24 08 2016
60.	IS 10238	-	-	2001	Fasteners - Threaded Steel Fastener - Step Bolts for Steel Structures	1 ton	46000	37000	134	All	-	-	-	-	24 08 2016
61.	IS 12102	-	-	1987	Tapered Roller Bearings	1 piece	46000	37000	0.3	All	-	-	-	-	24 08 2016
62.	IS 14261	-	-	1995	Transmission Devices - V - Belts -Endless Narrow V - Belts for Industrial Use	100 piece	46000	37000	60	All	-	-	-	-	24 08 2016
63.	IS 16176	-	-	2014	Ratchet Pipe Threader For Taper Pipe Threads (R- Series)	1 Set	46000	37000	2	All	-	-	-	-	24 08 2016
64.	IS 550	1	-	2014	Safes Part 1	1 piece	46000	37000	173	All	-	-	-	-	24 08 2016
65.	IS 1475	1	-	2001	Self-Contained Drinking Water Coolers - Part 1 Energy Consumption And Performance	1 piece	46000	37000	17.3	All	-	-	-	-	24 08 2016
66.	IS 1660	-	-	2009	Wrought Aluminium Utensils	1 ton	46000	37000	17.3	All	-	-	-	-	24 08 2016

67.	IS 1855	-	-	2003	Stranded Steel Wire Ropes For Winding And Man Riding Haulages In Mines	1 ton	46000	37000	17.3	All	-	-	-	-	24 08 2016
68.	IS 1856	-	-	2005	Steel Wire Ropes For Haulage Purposes	1 ton	46000	37000	17.3	All	-	-	-	-	24 08 2016
69.	IS 2266	-	-	2002	Steel Wire Ropes For General Engineering Purposes	1 ton	46000	37000	17.3	All	-	-	-	-	24 08 2016
70.	IS 2347	-	-	2006	Domestic Pressure Cookers	1 piece	46000	37000	0.87	All	-	-	-	-	24 08 2016
71.	IS 2365	-	-	1977	Steel Wire Suspension Ropes For Lifts, Elevators And Hoists	1 ton	46000	37000	34.6	All	-	-	-	-	24 08 2016
72.	IS 2581	-	-	2002	Round Strand Galvanized Steel Wire Ropes For Shipping Purpose	1 ton	46000	37000	34.6	All	-	-	-	-	24 08 2016
73.	IS 2721	-	-	2003	Galvanized Steel Chain Link Fence Fabric	10 m ²	46000	37000	1.75	All	-	-	-	-	24 08 2016
74.	IS 2980	-	-	1999	Non-Pressure Stoves	1 piece	46000	37000	0.27	All	-	-	-	-	24 08 2016
75.	IS 3099	(P t 1 a n d 2)		1992	Microscopes-Slips And Slides-Specification Part 1 Microscope Slips Part 2 Microscope Slides	500 piece	46000	37000	1.75	All	-	-	-	-	24 08 2016
76.	IS 3623	-	-	1978	Guide and Rubbing Ropes	1 ton	46000	37000	26	All	-	-	-	-	24 08 2016
77.	IS 3686	-	-	1966	Student-Type Microscope	1 piece	46000	37000	3.5	All	-	-	-	-	24 08 2016
78.	IS 3832	-	-	2005	Hand-Operated Chain Pulley Blocks	1 piece	46000	37000	17.3	All	-	-	-	-	24 08 2016
79.	IS 4246	-	-	2002	Domestic Gas Stoves For Use With Liquefied Petroleum Gases	1 piece	46000	37000	3.5	All	-	-	-	-	24 08 2016
80.	IS 4328	-	-	1967	Monocular Dissecting Microscope	1 piece	46000	37000	3.5	All	-	-	-	-	24 08 2016
81.	IS 4521	-	-	2001	Wire Ropes Used in Oil Wells and Oil Well Drilling	1 piece	46000	37000	103.7	All	-	-	-	-	24 08 2016
82.	IS 5204	-	-	1969	Research Microscope	1 piece	46000	37000	36	All	-	-	-	-	24 08 2016
83.	IS 5456	-	-	2006	Testing of Positive Displacement Type Air Compressors and Exhausters - Code of Practice	1 piece	46000	37000	26	All	-	-	-	-	24 08 2016
84.	IS 5604	-	-	1984	Specification For Hand-Operated	1 piece	46000	37000	17.3	All	-	-	-	-	24 08 2016

					Universal Gearless Pulling and Lifting Machines										
85.	IS 6595	2	-	1993	Horizontal Centrifugal Pumps For Clear, Cold Water: Part 2 General Purposes Other Than Agricultural and Rural Water Supply	1 piece	46000	37000	5.3	All	-	-	-	-	24 08 2016
86.	IS 7577	-	-	1986	Gas Testing Flame Safety Lamps	1 piece	46000	37000	2.9	All	-	-	-	-	24 08 2016
87.	IS 8034	-	-	2002	Submersible Pumpsets	1 piece	46000	37000	17.3	All	-	-	-	-	24 08 2016
88.	IS 8035	-	-	1999	Handpump - Shallow Well	1 piece	46000	37000	1.75	All	-	-	-	-	24 08 2016
89.	IS 8275	-	-	1976	Binocular Eyepieces For Microscope	1 piece	46000	37000	5.3	All	-	-	-	-	24 08 2016
90.	IS 8421	-	-	1977	Specification For Hydraulic Props	1 piece	46000	37000	26	All	-	-	-	-	24 08 2016
91.	IS 8471	-	-	2003	Acetylene Generators - Requirements	1 piece	46000	37000	2520	All	-	-	-	-	24 08 2016
92.	IS 8471	4	-	1977	Requirements For Acetylene Generators Part 4 Medium Pressure, Stationary, of Water-to-Carbide and Carbide-to-Water Type	1 piece	46000	37000	2520	All	-	-	-	-	24 08 2016
93.	IS 8749	-	-	2002	Biogas Stove	1 piece	46000	37000	1.75	All	-	-	-	-	24 08 2016
94.	IS 8808	-	-	1999	Burners For Oil Pressure Stoves and Oil Pressure Heaters	100 piece	46000	37000	8.7	All	-	-	-	-	24 08 2016
95.	IS 9282	-	-	2002	Wire Ropes and Strands for Suspension Bridges	1 ton	46000	37000	87	All	-	-	-	-	24 08 2016
96.	IS 9798	-	-	2013	Low Pressure Regulators for Use With Liquefied Petroleum Gas (LPG) Mixtures	1 piece	46000	37000	0.44	All	-	-	-	-	24 08 2016
97.	IS 9890	-	-	1981	General Purpose Ball Valves	1 piece	46000	37000	0.7	All	-	-	-	-	24 08 2016
98.	IS 10617	1	-	1983	Specification For Hermetic Compressors - Part 1 : High Temperature Application Group	1 piece	46000	37000	3.5	All	-	-	-	-	24 08 2016
99.	IS 11006	-	-	2011	Flash Back Arrestor (Flame Arrestor)	1 piece	46000	37000	250	All	-	-	-	-	24 08 2016
100.	IS 11188	1	-	2014	Vault (Strong Room) Doors Part 1	1 piece	46000	37000	288	All	-	-	-	-	24 08 2016
101.	IS 11241	-	-	1985	Portable Liquefied Petroleum Gas Appliances Operating At	1 piece	46000	37000	1	All	-	-	-	-	24 08 2016

					Vapour Pressure										
102.	IS 11501	-	-	1986	Engine Monoset Pumps for Clear, Cold, Fresh Water For Agricultural Purposes	1 piece	46000	37000	17.3	1500	10.40	Remaining	-	-	24 08 2016
103.	IS 12109	-	-	1987	General Requirements For Light Duty Sewing Machine Heads For Industrial Use	1 piece	46000	37000	2.7	All	-	-	-	-	24 08 2016
104.	IS 12225	-	-	1997	Centrifugal Jet Pump	1 piece	46000	37000	8.7	All	-	-	-	-	24 08 2016
105.	IS 12933	1	-	2003	Solar Flat Plate Collector - Part 1 : Requirements	1 m ²	46000	37000	10.4	All	-	-	-	-	24 08 2016
106.	IS 13152	1	-	2013	Portable Solid Bio-Mass Cookstove (Chulha)	1 piece	46000	37000	0.52	All	-	-	-	-	24 08 2016
107.	IS 13429	1	-	2000	Solar Cooker - Box Type - Part 1 : Requirements	1 piece	46000	37000	6	All	-	-	-	-	24 08 2016
108.	IS 15500	2	-	2004	Deepwell Handpumps Components and Special Tools-Handpumps	1 piece	46000	37000	5.3	All	-	-	-	-	24 08 2016
109.	IS 15500	5	-	2004	Deepwell Hand pumps Components and Special Tools-Cast Iron Components	100 piece	46000	37000	Rs 13.9 (Fig 5.5,5.6), Rs 10.4 (Fig 5.4), Rs 17.3 (Fig 5.1,5.2, 5.3)	All	-	-	-	-	24 08 2016
110.	IS 15500	6	-	2004	Deepwell Handpumps Components and Special Tools-Brass/Bronze Components	100 piece	46000	37000	Rs 8.7 (Fig 6.16,6.2, 6.15), Rs 3.5 (Fig 6.3,6.9), Rs 7 (Fig 6.10,6.12,6.4), Rs 20.8 (Fig 6.13), Rs 5.3 (Fig 6.5), Rs 10.4 (Fig 6.6), Rs 15.6 (Fig 6.8), Rs 13.9 (Fig 6.7), Rs 2.7	All	-	-	-	-	24 08 2016

									(Fig 6.1.1), Rs 17.3 (Fig 6.14), Rs 2.6 (Fig 6.1)						
111.	IS 15500	7	-	2004	Deepwell Handpumps Components and Special Tools-Rubber Components	100 piece	46000	37000	Rs 1.75 (Fig 7.1,7.2), Rs 3.5 (Fig 7.6,7.7 ,7.9), Rs 7 (Fig 7.8,7.5 ,7.4,7.12,7.13,7.14, 7.15), Rs 10.4 (Fig 7.3), Rs 5.3 (Fig 7.10,7.11)	All	-	-	-	-	24 08 2016
112.	IS 14220	-	-	1994	Openwell Submersible Pumpsets	1 piece	46000	37000	17.3	200	10	Remai ning	-	-	24 08 2016
113.	IS 303	-	-	1989	Plywood For General Purposes	1 m ²	46000	37000	0.17	All	-	-	-	-	24 08 2016
114.	IS 363	-	-	1993	Hasps And Staples	100 piece	46000	37000	5.75	All	-	-	-	-	24 08 2016
115.	IS 432	2	-	1982	Mild Steel and Medium Tensile Steel Bars and Hard-Drawn Steel Wire for Concrete Reinforcement: Part 2 Hard-Drawn Steel Wire	1 ton	46000	37000	3	All	-	-	-	-	24 08 2016
116.	IS 458	-	-	2003	Precast Concrete Pipes (with and without Reinforcement)	1 ton	46000	37000	8.7	All	-	-	-	-	24 08 2016
117.	IS 459	-	-	1992	Corrugated and semi-Corrugated Asbestos Cement Sheets	1 ton	46000	37000	1.75	All	-	-	-	-	24 08 2016
118.	IS 651	-	-	2007	Glazed Stoneware Pipe and Fittings	1 ton	46000	37000	8.7	All	-	-	-	-	24 08 2016
119.	IS 712	-	-	1984	Building Limes	1 ton	46000	37000	1.75	All	-	-	-	-	24 08 2016
120.	IS 781	-	-	1984	Cast Copper Alloy Screw Down Bib Taps And Stop Valves for Water Services	1 piece	46000	37000	0.27	All	-	-	-	-	24 08 2016
121.	IS 784	-	-	2001	Prestressed Concrete Pipes (Including Fittings)	1 ton	46000	37000	8.7	All	-	-	-	-	24 08 2016
122.	IS 848	-	-	2006	Specification for Synthetic Resin Adhesives for	1 ton	46000	37000	26	All	-	-	-	-	24 08 2016

					Plywood (Phenolic And Aminoplastic))										
123.	IS 1322	-	-	1993	Bitumen Felts for Water Proofing and Damp-proofing	100 m	46000	37000	1.75	All	-	-	-	-	24 08 2016
124.	IS 1328	-	-	1996	Veneered Decorative Plywood	1 m ²	46000	37000	0.2	All	-	-	-	-	24 08 2016
125.	IS 1580	-	-	1991	Bituminous Compound For Water-proofing And Caulking Purposes	1 ton	46000	37000	8.65	All	-	-	-	-	24 08 2016
126.	IS 1592	-	-	2003	Asbestos Cement Pressure Pipes and Joints	1 ton	46000	37000	8.65	All	-	-	-	-	24 08 2016
127.	IS 1658	-	-	2006	Fibre Hardboards	1 ton	46000	37000	8.7	All	-	-	-	-	24 08 2016
128.	IS 1703	-	-	2000	Water Fittings - Copper Alloy Float Valves (Horizontal Plunger Type)	1 piece	46000	37000	0.36	All	-	-	-	-	24 08 2016
129.	IS 1786	-	-	2008	High strength deformed steel bars and wires for concrete reinforcement	1 ton	46000	37000	3	All	-	-	-	-	24 08 2016
130.	IS 1838	1	-	1983	preformed fillers for expansion joint in concrete pavement and structures (non extruding and resilient type): Part 1 Bitumen impregnated fibre	1 m ²	46000	37000	0.55	All	-	-	-	-	24 08 2016
131.	IS 2096	-	-	1992	Asbestos cement flat sheets	1 ton	46000	37000	10	All	-	-	-	-	24 08 2016
132.	IS 2098	-	-	1997	Asbestos Cement Building Boards	1 ton	46000	37000	5.25	All	-	-	-	-	24 08 2016
133.	IS 2202	1	-	1999	Wooden Flush Door Shutters (solid Core Type): Part 1 Plywood Face Panels	1 m ²	46000	37000	0.9	All	-	-	-	-	24 08 2016
134.	IS 2373	-	-	1981	Water Meters (Bulk Type)	1 piece	46000	37000	17.3	All	-	-	-	-	24 08 2016
135.	IS 2386	3	-	1963	Methods of test for aggregates for concrete Part 3 Specific gravity, density, voids, absorption and bulking	1 piece	46000	37000	3.5	All	-	-	-	-	24 08 2016
136.	IS 2546	-	-	1974	Specification for galvanized mild steel fire bucket	1 piece	46000	37000	1.5	All	-	-	-	-	24 08 2016
137.	IS 2556	-	-	1994	Vitreous Sanitary Appliances (Vitreous China)	1ton	46000	37000	14	All	-	-	-	-	24 08 2016
138.	IS 2556	1	-	1994	Vitreous Sanitary Appliances (vitreous China): Part 1 General Requirements	1ton	46000	37000	14	All	-	-	-	-	24 08 2016

139.	IS 2556	3	-	2004	Vitreous Sanitary Appliances (Vitreous China) - Part 3: Specific Requirements of Squatting Pans	1ton	46000	37000	14	All	-	-	-	-	24 08 2016
140.	IS 2645	-	-	2003	Integral Waterproofing Compounds for Cement Mortar and Concrete	1ton	46000	37000	17.3	All	-	-	-	-	24 08 2016
141.	IS 2681	-	-	1993	Non-ferrous metal sliding door bolts (aldrops) for use with padlocks	1 piece	46000	37000	0.27	All	-	-	-	-	24 08 2016
142.	IS 2692	-	-	1989	Ferrules For Water Services	1 piece	46000	37000	0.55	All	-	-	-	-	24 08 2016
143.	IS 2713	1 t o 3	-	1980	Tubular Steel Poles for Overhead Power Lines	1 piece	46000	37000	3.5	All	-	-	-	-	24 08 2016
144.	IS 2745	-	-	1983	Specification for Non-Metal Helmet for Firemen and Civil Defence Personnel	1 piece	46000	37000	0.55	All	-	-	-	-	24 08 2016
145.	IS 2878	-	-	2004	Fire Extinguisher, Carbon Dioxide Type (Portable and Trolley Mounted)	1 piece	46000	37000	1.75	All	-	-	-	-	24 08 2016
146.	IS 3087	-	-	2005	Practicle boards of wood and other lingnocellulosi c materials (medium density) for general purposes	1 m ²	46000	37000	0.2	All	-	-	-	-	24 08 2016
147.	IS 3097	-	-	2006	Veneered Particle Boards	1 m ²	46000	37000	0.2	All	-	-	-	-	24 08 2016
148.	IS 3462	-	-	1986	Unbacked Flexible PVC Flooring	1 m ²	46000	37000	0.22	All	-	-	-	-	24 08 2016
149.	IS 3564	-	-	1995	Hydraulically Regulated Door Closers	1 piece	46000	37000	2.6	All	-	-	-	-	24 08 2016
150.	IS 4038	-	-	1986	Foot Valves For Water Works Purposes	1 piece	46000	37000	1.75	All	-	-	-	-	24 08 2016
151.	IS 4151	-	-	1993	Protective Helmets For Motorcycle Riders.	1 piece	46000	37000	0.45	All	-	-	-	-	24 08 2016
152.	IS 4308	-	-	2003	Dry Chemical Powder For Fighting B And C Class Fires	1 kg	46000	37000	0.2	All	-	-	-	-	24 08 2016
153.	IS 4351	-	-	2003	STEEL DOOR FRAMES -	1 ton	46000	37000	69.2	All	-	-	-	-	24 08 2016
154.	IS 4860	-	-	1968	ACID-RESISTANT BRICKS	100 piece	46000	37000	4	All	-	-	-	-	24 08 2016
155.	IS 4947	-	-	2006	GAS CARTRIDGES FOR USE IN FIRE EXTINGUISH ERS	1 piece	46000	37000	1.75	All	-	-	-	-	24 08 2016
156.	IS 4948	-	-	2002	Welded Steel	1 ton	46000	37000	24	All	-	-	-	-	24 08 2016

					Wire Fabric For General Use										
157.	IS 4984	-	-	1995	high density polyethylene pipes for potable water supplies	1 ton	46000	37000	86.4	All	-	-	-	-	24 08 2016
158.	IS 4989	-	-	2006	Foam Concentrate for producing mechanical foam for fire fighting	1 Litre	46000	37000	0.2	All	-	-	-	-	24 08 2016
159.	IS 5290	-	-	1993	Landing Valves	1 piece	46000	37000	3.5	All	-	-	-	-	24 08 2016
160.	IS 5509 : 2000	-	-	2000	Fire Retardant Plywood	1m ²	46000	37000	0.18	All	-	-	-	-	24 08 2016
161.	IS 6003	-	-	2010	Indented Wire For Prestressed Concrete	1 ton	46000	37000	10.4	All	-	-	-	-	24 08 2016
162.	IS 6006	-	-	2014	Uncoated Stress Relieved Strand For Prestressed Concrete	1 ton	46000	37000	20.8	All	-	-	-	-	24 08 2016
163.	IS 6073	-	-	2006	Autoclaved Reinforced Cellular Concrete Floor And Roof Slabs	10 m ²	46000	37000	3.5	All	-	-	-	-	24 08 2016
164.	IS 6315	-	-	1992	Floor springs (hydraulically regulated) for heavy doors	1 piece	46000	37000	5.25	All	-	-	-	-	24 08 2016
165.	IS 6908	-	-	1991	asbestos cement pipes and fittings for sewerage and drainage	1 ton	46000	37000	16	All	-	-	-	-	24 08 2016
166.	IS 8423	-	-	1994	Controlled Percolating Hose For Fire Fighting	100 m	46000	37000	13.9	All	-	-	-	-	24 08 2016
167.	IS 8442	-	-	2008	Stand Post Type Water And Foam Monitor For Fire Fighting	1 piece	46000	37000	26	All	-	-	-	-	24 08 2016
168.	IS 9562	-	-	1980	Non-Metal Helmet For Police Force	1 piece	46000	37000	0.42	All	-	-	-	-	24 08 2016
169.	IS 9758	-	-	1981	Flush Valves And Fittings For Water Closets and Urinals	1 piece	46000	37000	3.5	All	-	-	-	-	24 08 2016
170.	IS 9762	-	-	1994	Polyethylene Floats (Spherical) For Float Valves	100 piece	46000	37000	3.5	All	-	-	-	-	24 08 2016
171.	IS 9763	-	-	2000	Plastics Bib Taps, Pillar Taps, Angle Valves and Stop Valves for Hot and Cold Water Services	100 piece	46000	37000	11.5	All	-	-	-	-	24 08 2016
172.	IS 9972	-	-	2002	Automatic Sprinkler Heads for Fire Protection Service	1 piece	46000	37000	1.2	All	-	-	-	-	24 08 2016
173.	IS 10086	-	-	1982	Moulds For Use In Tests Of Cement And Concrete	1 piece	46000	37000	1.75	All	-	-	-	-	24 08 2016
174.	IS 10124	1	-	2009	Fabricated PVC-U Fittings for Potable Water Supplies	1 ton	46000	37000	69.2	All	-	-	-	-	24 08 2016

					- Specification Part 1 General Requirements										
175.	IS 10124	2	-	2009	Fabricated PVC-U Fittings for Potable Water Supplies - Specification Part 2 Specific Requirements for Sockets	1 ton	46000	37000	69.2	All	-	-	-	-	24 08 2016
176.	IS 12406	-	-	2003	Medium Density Fibre Boards for General Purpose	1 ton	46000	37000	17.3	2500	8.70	Remai ning	-	-	24 08 2016
177.	IS 12592	-	-	2002	Precast Concrete Manhole Cover and Frame	1 ton	46000	37000	10.4	All	-	-	-	-	24 08 2016
178.	IS 12709	-	-	1994	Glass Fibre Reinforced Plastic (Grp) Pipes Joints And Fittings For Use For Potable Water Supply	1 kg	46000	37000	0.09	All	-	-	-	-	24 08 2016
179.	IS 12817	-	-	2013	STAINLESS STEEL BUTT HINGES	100 piece	46000	37000	2.1	All	-	-	-	-	24 08 2016
180.	IS 12818	-	-	2010	UNPLASTICI ZED POLYVINYL CHLORIDE (PVC-U) SCREEN AND CASING PIPES FOR BORE/TUBE WELLS	1 ton	46000	37000	86.4	All	-	-	-	-	24 08 2016
181.	IS 12894	-	-	2002	Pulverized Fuel Ash-Lime Bricks	100 piece	46000	37000	5	All	-	-	-	-	24 08 2016
182.	IS 13000	-	-	1990	SILICA- ASBESTOS- CEMENT FLAT SHEETS	1 ton	46000	37000	14.4	All	-	-	-	-	24 08 2016
183.	IS 13958	-	-	1994	Bamboo Mat Board For General Purposes	1 m ²	46000	37000	0.5	All	-	-	-	-	24 08 2016
184.	IS 14845	-	-	2000	RESILIENT SEATED CAST IRON AIR RELIEF VALVES FOR WATER WORKS PURPOSES -	1 piece	46000	37000	12.2	All	-	-	-	-	24 08 2016
185.	IS 14862	-	-	2000	FIBRE CEMENT FLAT SHEETS -	1 ton	46000	37000	1.75	All	-	-	-	-	24 08 2016
186.	IS 14871	-	-	2000	Products in Fibre Reinforced Cement - Long Corrugated or Asymmetrical Section Sheets and Fittings for Roofing and Cladding-	1 ton	46000	37000	12	All	-	-	-	-	24 08 2016
187.	IS 14951	-	-	2001	Fire Extinguisher - 135 Litres Capacity Mechanical Foam Type	1 piece	46000	37000	288	150	144	Remai ning	-	-	24 08 2016

188.	IS 15658	-	-	2006	Precast Concrete Blocks For Paving	100 piece	46000	37000	2	All	-	-	-	-	24 08 2016
189.	IS 302 IEC 60335-2-3	2	3	2007	Safety of household and similar electrical appliances: Part 2 Particular requirements, Section 3 Electric iron	1 piece	46000	37000	1.3	All	-	-	-	-	24 08 2016
190.	IS 302 IEC 60335-2-30	2	30	2007	Safety of household and similar electrical appliances: Part 2 Particular requirements, Section 30 Room Heaters	1 piece	46000	37000	1.3	All	-	-	-	-	24 08 2016
191.	IS 302 :	2	201	2008	Safety Of Household And Similar Electrical Appliances: Part 2 Particular Requirements, Section 201 Electric Immersion Water Heater	1 piece	46000	37000	1.3	All	-	-	-	-	24 08 2016
192.	IS 325/ IEC 60034-1	-	-	1996	Three-Phase Induction Motors	1 kW	46000	37000	1.75	All	-	-	-	-	24 08 2016
193.	IS 368	-	-	2014	Electric Immersion Water Heaters	1 piece	46000	37000	1.3	All	-	-	-	-	24 08 2016
194.	IS 398	5	-	1992	Aluminium Conductors For Overhead Transmission Purposes: Part 5 Aluminium Conductors - Galvanized Steel Reinforced For Extra High Voltage (400 kV and Above)	1 ton	46000	37000	34.6	All	-	-	-	-	24 08 2016
195.	IS 694	-	-	2010	Polyvinyl Chloride Insulated Unsheathed--And Sheathed Cables/cords With Rigid and--Flexible Conductor For Rated Voltages--Up to And Including 450/750 V	100 m	46000	37000	0.44	All	-	-	-	-	24 08 2016
196.	IS 1258	-	-	2005	Bayonet Lamp Holders	100 piece	46000	37000	2.6	All	-	-	-	-	24 08 2016
197.	IS 1554	1	-	1988	PVC Insulated (Heavy Duty) Electric Cables: Part 1 For Working Voltages Upto And Including 1 100 V	100 m	46000	37000	4.4	All	-	-	-	-	24 08 2016
198.	IS 1554	2	-	1988	PVC Insulated (Heavy Duty) Electric Cables - Part 2 : For Working	100 m	46000	37000	17.3	All	-	-	-	-	24 08 2016

					Voltages From 3.3 kV Up to and Including 11 kV										
199.	IS 2215/ IEC 60155	-	-	2006	STARTERS FOR FLUORESCENT LAMPS	1000 piece	46000	37000	10.4	All	-	-	-	-	24 08 2016
200.	IS 2465	-	-	1984	Cables For Motor Vehicles	100 m	46000	37000	0.42	All	-	-	-	-	24 08 2016
201.	IS 2512	-	-	1978	Miners Cap Lamp Batteries (Lead-Acid Type)	1 piece	46000	37000	0.18	All	-	-	-	-	24 08 2016
202.	IS 2596	-	-	2004	Bulbs(Lamps) For Miners' Cap-Lamps	100 piece	46000	37000	1.75	All	-	-	-	-	24 08 2016
203.	IS 2705	2		1992	Current Transformers: Part 2 Measuring Current Transformers	1 piece	46000	37000	7	All	-	-	-	-	24 08 2016
204.	IS 2993/ IEC 252	-	-	1998	A.C. Motor Capacitors	1 piece	46000	37000	0.9	All	-	-	-	-	24 08 2016
205.	IS 3323	-	-	1980	Bi-Pin Lampholders For Tubular Fluorescent Lamps	100 piece	46000	37000	3.5	All	-	-	-	-	24 08 2016
206.	IS 4159	-	-	2002	Mineral Filled Sheathed Heating Elements	1 piece	46000	37000	1.75	All	-	-	-	-	24 08 2016
207.	IS 4250	-	-	1980	Domestic Electric Food-Mixers (Liquidizers And Grinders)	1 piece	46000	37000	3.5	All	-	-	-	-	24 08 2016
208.	IS 5679	-	-	1986	miners' cap lamp assemblies (incorporating lead acid type batteries)	1 piece	46000	37000	0.55	All	-	-	-	-	24 08 2016
209.	IS 6701	-	-	1985	Tungsten filament miscellaneous electric lamps	100 piece	46000	37000	1.1	All	-	-	-	-	24 08 2016
210.	IS 7098	2	-	2011	Crosslinked Polyethylene Insulated Thermoplastics Sheathed Cables - Part 2 for Working Voltages from 3.3 kV up to and Including 33 kV	100 m	46000	37000	17.3	All	-	-	-	-	24 08 2016
211.	IS 7372	-	-	1995	Lead-Acid Storage Batteries For Motor Vehicles	1 piece	46000	37000	0.9	All	-	-	-	-	24 08 2016
212.	IS 7809/ IEC 60454-2	3	1	1986	Pressure Sensitive Adhesive Insulating Tapes for Electrical Purposes - Part 3 : Requirements for Individual Materials - Section 1 : Plasticized Polyvinylchloride	100 rolls	46000	37000	0.9	5000	0.55	Remain- ing	-	-	24 08 2016

					de Tapes with Non-Thermosetting Adhesive										
213.	IS 8144	-	-	1997	MULTIPURPOSE DRY BATTERIES	1000 piece	46000	37000	1.75	All	-	-	-	-	24 08 2016
214.	IS 8309	-	-	1993	Compression Type Tubular Terminal Ends For Aluminium Conductors Of Insulated Cables	1 ton	46000	37000	346	All	-	-	-	-	24 08 2016
215.	IS 8448	-	-	1989	Automatic Line Voltage Correctors (Step Type) For Domestic Use	1 piece	46000	37000	1.75	All	-	-	-	-	24 08 2016
216.	IS 8783	4	1	1995	Winding Wires for Submersible Motors - Part 4 : Individual Wires - Section 1 : HR PVC Insulated Wires	100 m	46000	37000	0.38	100000	0.19	Remain ing	-	-	24 08 2016
217.	IS 8978	-	-	1992	Electric Instantaneous Water Heaters	1 piece	46000	37000	1.75	All	-	-	-	-	24 08 2016
218.	IS 9283	-	-	2013	Motors For Submersible Pumpsets	1 kW	46000	37000	1.75	5000	1.35	10000	0.9	Remain ing	24 08 2016
219.	IS 9537	2	-	1981	Specification For Conduits For Electrical Installations Part II Rigid Steel Conduits	100 m	46000	37000	1.75	All	-	-	-	-	24 08 2016
220.	IS 9857	-	-	1990	Welding Cables	100 m	46000	37000	4.4	All	-	-	-	-	24 08 2016
221.	IS 9926		-	1981	Fuse Wires Used In Rewirable Type Electric Fuses Upto 650 Volts	1 kg	46000	37000	0.3	All	-	-	-	-	24 08 2016
222.	IS 9968	1	-	1988	Elastomer insulated cables:Part 1 For working voltages upto and including 1 100 V	100 m	46000	37000	0.42	All	-	-	-	-	24 08 2016
223.	IS 9968	2	-	2002	Elastomer-insulated Cables - Part 2 : For Working Voltages from 3.3 kV up to and Including 3 3kV	100 m	46000	37000	17.3	All	-	-	-	-	24 08 2016
224.	IS 10322	5	1	1985	Luminaires Part 5 Particular Requirements Section 1 Fixed General Purpose Luminaires	1 piece	46000	37000	1.75	All	-	-	-	-	24 08 2016
225.	IS 10322	5	2	2012	Luminaires - Part 5 : Particular Requirements - Section 2 :	1 piece	46000	37000	3.5	All	-	-	-	-	24 08 2016

					Recessed Luminaires										
226.	IS 10322	5	3	1987	Luminaires: Part 5 Particular Requirements, Section 3 Luminaires For Road And Street Lighting	1 piece	46000	37000	3.5	All	-	-	-	-	24 08 2016
227.	IS 11037	-	-	1984	Electronic Type Fan Regulators	1 piece	46000	37000	1.75	All	-	-	-	-	24 08 2016
228.	IS 12615	-	-	2011	Energy Efficient Induction Motors - Three Phase Squirrel	1 kW	46000	37000	1.75	All	-	-	-	-	24 08 2016
229.	IS 13466	-	-	1992	Brushes For Electrical Machines	100 piece	46000	37000	4.4	All	-	-	-	-	24 08 2016
230.	IS 13584	-	-	1993	Brush Materials For Electrical Machinery	1 kg	46000	37000	0.36	All	-	-	-	-	24 08 2016
231.	IS 13730	3		2012	Specifications For Particular Types Of Winding Wires Part 3 Polyester Enamelled Round Copper Wire, Class 155	1 ton	46000	37000	57.6	All	-	-	-	-	24 08 2016
232.	IS 13730 IEC 60317-8 : 2010	8		2014	Specifications For Particular Types Of Winding Wires Part 8 Polyesterimide Enamelled Round Copper Wire, Class 180	1 ton	46000	37000	57.6	All	-	-	-	-	24 08 2016
233.	IS 13730 IEC 6037-45	4 5	-	1999	Particular Types Of Winding Wires : Part 45 Polyester Enamelled Round Copper Wire, Class 130	1 ton	46000	37000	57.6	All	-	-	-	-	24 08 2016
234.	IS 14768	2	-	2003	Conduit Fittings For Electrical Installations - Part 2 : Metal Conduit Fittings	100 piece	46000	37000	3.5	All	-	-	-	-	24 08 2016
235.	IS 14930	2	-	2001	Conduit Systems For Electrical Installations - Part 2 : Particular Requirements - Conduit Systems Buried Underground	100 m.	46000	37000	8.1	All	-	-	-	-	24 08 2016
236.	IS/IEC 60079	1	-	2007	Explosive Atmospheres Part 1 Equipment Protection By Flameproof Enclosures "d"	1 piece	46000	37000	1.75	All	-	-	-	-	24 08 2016
237.	IS/IEC 60079	1 1	-	2006	Explosive Atmospheres Part 11 Equipment	1 piece	46000	37000	17.3	All	-	-	-	-	24 08 2016

					Protection By Intrinsic Safety "i"										
238.	IS 10775	-	-	1984	BODY LEVEL HEARING AIDS	1 piece	46000	37000	1.45	All	-	-	-	-	24 08 2016
239.	IS 16127	-	-	2013	Behind The Ear (BTE) Hearing Aids - Digital -	1 piece	46000	37000	4	All	-	-	-	-	24 08 2016
240.	IS 1610	-	-	2000	Household Sewing Machines - General Requirements	1 piece	73000	42000	1.75	All	-	-	-	-	24 08 2016
241.	IS 14769	-	-	2000	Household Sewing Machine Head - General Requirements	1 piece	64000	37000	1.6	All	-	-	-	-	24 08 2016
242.	IS 2712	-	-	1998	Gaskets And Packings - Compressed Asbestos Fibre Joining	1000 kg	65000	53000	4.4	All	-	-	-	-	24 08 2016
243.	IS 1269	1	-	1997	Legal Metrology - Material Measure Of Length Part 1 Woven Metallic And Glass Fibre Tape Measures	100 m	60000	49000	0.32	All	-	-	-	-	24 08 2016
244.	IS 1269	2	-	1997	Legal Metrology - Material Measure Of Length Part 2 Steel Tape Measures	100 m	60000	49000	0.32	All	-	-	-	-	24 08 2016
245.	IS 2269/ ISO 4762	-	-	2006	Hexagon Socket Head Cap Screws	1 ton	61000	50000	26	All	-	-	-	-	24 08 2016
246.	IS 12427	-	-	2001	Fasteners - Threaded Steel Fastener - Hexagon Head Transmission Tower Bolts	1 ton	57000	46000	86	All	-	-	-	-	24 08 2016
247.	IS 1710	-	-	1989	Pumps - Vertical Turbine Mixed And Axial Flow, For Clear Cold Water	1 piece	63000	51000	20	2750	10	Remai ning	-	-	24 08 2016
248.	IS 3196	1	-	2013	Welded Low Carbon Steel Cylinders Exceeding 5 Litre Water Capacity For Low Pressure Liquefiable Gases - Part 1 : Cylinders For Liquefied Petroleum Gases (LPG)	1 piece	136000	96000	3.5	50000	2.65	Remai ning	-	-	24 08 2016
249.	IS 3196	2	-	2006	Welded Low Carbon Steel Cylinders Exceeding 5 Litre Water Capacity For Low Pressure Liquefiable Gases - Part 2 : Cylinders For Liq uefiable Non- Toxic Gases Other Than	1 piece	136000	96000	3.5	50000	2.65	Remai ning	-	-	24 08 2016

					LPG										
250.	IS 3196	4	-	2001	Welded Low Carbon Steel Cylinders Exceeding 5 Litre Water Capacity For Low Pressure Liquefiable Gases - Part 4 : Cylinders For Toxic And Corrosive Gases (Amalgamation Of IS 7680, 7681 And 7682)	1 piece	136000	96000	10.4	All	-	-	-	-	24 08 2016
251.	IS 7142	-	-	1995	Welded Low Carbon Steel Cylinders For Low Pressure Liquefiable Gases Not Exceeding 5 Litre Water Capacity	1 piece	136000	96000	2.65	50000	1.75	-	-	-	24 08 2016
252.	IS 7285	1	-	2004	Refillable Seamless Steel Gas Cylinders - Part 1 : Normalized Steel Cylinders	1 piece	136000	96000	10.4	All	-	-	-	-	24 08 2016
253.	IS 7285	2	-	2004	Refillable Seamless Steel Gas Cylinders - Part 2 : Quenched And Tempered Steel Cylinders With Tensile Strength Less than 1100 MPa (112 kgf/mm ²)	1 piece	136000	96000	10.4	All	-	-	-	-	24 08 2016
254.	IS 7312	-	-	1993	Welded And Seamless Steel Dissolved Acetylene Gas Cylinders	1 piece	136000	96000	10.4	All	-	-	-	-	24 08 2016
255.	IS 12586	-	-	1998	Brazed Low Carbon Steel Gas Cylinders Not Exceeding 13 Litre Water Capacity	1 piece	136000	96000	1.75	All	-	-	-	-	24 08 2016
256.	IS 13258	-	-	2014	Welded Low Carbon Steel Cylinders Exceeding 5 Litre Water Capacity For Low Pressure Liquefiable Gas - Code Of Practice For Inspection And Reconditioning Of Used LPG Cylinders	1 piece	72000	59000	2.65	All	-	-	-	-	24 08 2016
257.	IS 14106	-	-	1996	Direct Action Handpump	1 piece	58000	47000	8.7	All	-	-	-	-	24 08 2016
258.	IS 14203	-	-	1999	Fire Resisting Record Protection Cabinets	1 piece	91000	75000	56	All	-	-	-	-	24 08 2016
259.	IS 14561	-	-	2014	Fire Resisting (Insulating) Filing Cabinets	1 piece	91000	75000	38	All	-	-	-	-	24 08 2016

260.	IS 14899	-	-	2014	Liquefied Petroleum Gas (Lpg) Containers For Automotive Use	1 piece	136000	96000	5	All	-	-	-	-	24 08 2016
261.	IS 15100	-	-	2001	Multifunction Valve Assembly For Permanently Fixed Liquefied Petroleum Gas (LPG) Containers For Automotive Use	1 piece	71000	59000	2.3	All	-	-	-	-	24 08 2016
262.	IS 15449	1	-	2004	Household Zig-Zag Sewing Machine Head - Part 1 : General Requirements	1 piece	75000	62000	5	All	-	-	-	-	24 08 2016
263.	IS 15490 / ISO 9809-1	-	-	2004	Cylinders For On-Board Storage Of Compressed Natural Gas As A Fuel For Automotive Vehicles	1 piece	136000	96000	10.4	All	-	-	-	-	24 08 2016
264.	IS 15500	3	-	2004	Deepwell Handpumps Components And Special Tools- Handpump Sub-Assemblies	1 Assembly	67000	55000	3.75	All	-	-	-	-	24 08 2016
265.	IS 16014	-	-	2012	Mechanically Woven, Double -Twisted, Hexagonal Wire Mesh Gabions, Revet Mattresses And Rock Fall Netting (Galvanized Steel Wire Or Galvanized Steel Wore With PVC Coating) - Specification	100 kg	94000	78000	15.28	All	-	-	-	-	24 08 2016
266.	IS 8110	-	-	2000	Well Screens And Slotted Pipes	1 m	76000	62000	1.2	All	-	-	-	-	24 08 2016
267.	IS 8418	-	-	1999	Pumps-Centrifugal Self Priming	1 piece	64000	52000	4	All	-	-	-	-	24 08 2016
268.	IS 11552	-	-	2008	Liquid Nitrogen Vessels Of Capacity Up To 75 Litres	1 piece	99000	82000	20	All	-	-	-	-	24 08 2016
269.	IS 774	-	-	2004	Flushing Cistern For Water Closets And Urinals (Other Than Plastic Cistern)	1 piece	73000	42000	3.5	All	-	-	-	-	24 08 2016
270.	IS 902	-	-	1992	Suction Hose Couplings For Fire Fighting Purposes	1 piece	65000	52000	11	All	-	-	-	-	24 08 2016
271.	IS 907	-	-	1984	Suction Strainers, Cylindrical Type For Fire Fighting Purpose	1 piece	61000	49000	6.4	All	-	-	-	-	24 08 2016
272.	IS 952	-	-	2012	Fog Nozzle For	1 piece	56000	45000	8.8	All	-	-	-	-	24 08 2016

					Fire Brigade Use										
273.	IS 1489	2	-	1991	Portland-Pozzolana Cement Part 2 Calcinced Clay Based	1 ton	64000	45000	2	All	-	-	-	-	24 08 2016
274.	IS 2185 :	1	-	2005	Concrete Masonry Units - Part I : Hollow And Solid Concrete Blocks	1 ton	82000	75000	26.8	All	-	-	-	-	24 08 2016
275.	IS 2871	-	-	2012	Branch Pipe, Universal For Fire Fighting Purpose	1 piece	93000	73000	4.2	All	-	-	-	-	24 08 2016
276.	IS 3466	-	-	1988	Masonry Cement	1 ton	64000	45000	2	All	-	-	-	-	24 08 2016
277.	IS 3513 :	3	-	1989	Resin Treated Compressed Wood Laminates (Compregs) - Part-3 : For General Purposes	1 m ²	71000	59000	3.5	All	-	-	-	-	24 08 2016
278.	IS 3812 :	1	-	2013	Pulverized Fuel Ash - - Part 1 : For Use As Pozzolana In Cement, Cement Mortar and concrete	1 ton	71000	59000	9.2	All	-	-	-	-	24 08 2016
279.	IS 4835	-	-	1979	Polyvinyl Acetate Dispersion Based Adhesives For Wood	1 ton	102000	85000	86	All	-	-	-	-	24 08 2016
280.	IS 4985 : 2000	-	-	2000	Unplasticized PVC Pipes For Potable Water Supplies -	1 ton	58000	47000	86.4	All	-	-	-	-	24 08 2016
281.	IS 4989	4	-	2003	Multipurpose Aqueous Film Forming Foam Liquid Concentrate For Extinguishing Hydrocarbon And Polar Solvent Fires	1 kL	86000	74000	220	All	-	-	-	-	24 08 2016
282.	IS 8042	-	-	2015	White Portland Cement	1 ton	64000	45000	2	All	-	-	-	-	24 08 2016
283.	IS 9103	-	-	1999	Concrete Admixtures	1kL/1 ton	65000	50000	52	All	-	-	-	-	24 08 2016
284.	IS 9271	-	-	2004	Unplasticized Polyvinyl Chloride (UPVC) Single Wall Corrugated Pipes for Drainage	1 ton	81000	69000	80	All	-	-	-	-	24 08 2016
285.	IS 10701	-	-	2012	Structural Plywood	1 m ²	103000	85000	0.15	All	-	-	-	-	24 08 2016
286.	IS 11833	-	-	1986	Dry Powder Fire Extinguisher For Metal Fires	1 piece	65000	53000	66	800	33	Remain ing	-	-	24 08 2016
287.	IS 12701	-	-	1996	Rotational Moulded Polyethylene Water Storage Tanks	100 L	80000	60000	1.1	All	-	-	-	-	24 08 2016
288.	IS 12866	-	-	1989	Plastic Translucent Sheets Made From	1 m ²	84000	66000	0.7	All	-	-	-	-	24 08 2016

					Thermosetting polyester resin (glassfibre reinforced)										
289.	IS 13114	-	-	1991	Forged Brass Gate, Globe And Check Valves For Water Works purposes	1 piece	58000	47000	0.6	All	-	-	-	-	24 08 2016
290.	IS 14268	-	-	1995	Uncoated Stress Relieved Low Relaxation Seven Ply Strand For Prestressed Concrete	1 ton	100000	84000	34.6	All	-	-	-	-	24 08 2016
291.	IS 14276	-	-	1995	Cement Bonded Particle Boards	1 m ²	58000	47000	0.18	All	-	-	-	-	24 08 2016
292.	IS 14333	-	-	1996	High Density Polyethylene Pipe For Sewerage	1 kg	100000	84000	0.22	All	-	-	-	-	24 08 2016
293.	IS 14399	1 & 2	-	1996	Hot Press Moulded Thermosetting Glass Fibre Reinforced Polyester Resin (GRP) Sectional Water Storage Tanks	1 kg	65000	53000	0.36	All	-	-	-	-	24 08 2016
294.	IS 14402	-	-	1996	Glass Fibre Reinforced Plastics (GRP) Pipes Joints And Fittings For use for Sewerage, Industrial Waste and Water (other than Potable)	1 kg	65000	53000	0.15	All	-	-	-	-	24 08 2016
295.	IS 14609	-	-	1999	Dry Chemical Powder For Fighting A,B,C, Class Fires -	1 kg	64000	51000	0.16	All	-	-	-	-	24 08 2016
296.	IS 14616	-	-	1999	Laminated Veneer Lumber	1 m ³	81000	69000	29	All	-	-	-	-	24 08 2016
297.	IS 14735	-	-	1999	Unplasticized Polyvinyl Chloride (UPVC) Injection Moulded Fittings For Soil And Waste Discharge System For Inside And Outside Buildings Including Ventilation And Rain Water System	100 piece	76000	62000	12.5	All	-	-	-	-	24 08 2016
298.	IS 14885	-	-	2001	Polyethylene Pipes For The Supply Of Gaseous Fuels	1 ton	112000	96000	96	All	-	-	-	-	24 08 2016
299.	IS 14933	-	-	2001	High Pressure Fire Fighting Hose	1 m	71000	59000	1.8	All	-	-	-	-	24 08 2016
300.	IS 15155	-	-	2002	Bar/Wire Wrapped Steel Cylinder Pipes With Mortar lining And Coating (Including	1 ton	71000	59000	8	All	-	-	-	-	24 08 2016

					Specials)										
301.	IS 15265	-	-	2003	Flexible PVC Pipes Or Polymer Reinforced Thermoplastic Hoses For Suction And Delivery Lines Of Agricultural Pumps	1 ton	115000	96000	180	All	-	-	-	-	24 08 2016
302.	IS 15328	-	-	2003	Unplasticized Non-Pressure Polyvinyl Chloride (PVC-U) Pipes For Use In Underground Drainage And Sewerage Systems	1 ton	88000	72000	79	All	-	-	-	-	24 08 2016
303.	IS 15380	-	-	2003	Moulded Raised High Density Fibre (HDF) Panel Doors	1 m ²	71000	59000	2.2	All	-	-	-	-	24 08 2016
304.	IS 15450	-	-	2004	Polyethylene/ Aluminium/ Polyethylene Composite Pressure Pipes For Hot And Cold Water Supplies	100 m	92000	79000	11	All	-	-	-	-	24 08 2016
305.	IS 15476	-	-	2004	Bamboo Mat Corrugated Sheets	1 m ²	90000	74000	1.5	All	-	-	-	-	24 08 2016
306.	IS 15622	-	-	2006	Pressed Ceramic Tiles	10 m ²	113000	94000	3.8	27000	1.90	27000	0.95	Remain- ing	24 08 2016
307.	IS 15683	-	-	2006	Portable Fire Extinguishers- Performance And Construction	1 piece	108000	90000	9	All	-	-	-	-	24 08 2016
308.	IS 15778	-	-	2007	Chlorinated Polyvinyl Chloride (CPVC) Pipes For Potable Hot And Cold Water Distribution Supplies.	1 ton	189000	158000	30	All	-	-	-	-	24 08 2016
309.	IS 15786	-	-	2008	Prelaminated Cement Bonded Particle Board	1 m ²	101000	84000	0.3	All	-	-	-	-	24 08 2016
310.	IS 15801	-	-	2008	Polypropylene-Random Copolymer Pipes For Hot And Cold Water Supplies	1 ton	160000	134000	20	All	-	-	-	-	24 08 2016
311.	IS 16088	-	-	2012	Chlorinated Polyvinyl Chloride (CPVC) Pipes For Automatic Sprinkler Fire Extinguishing System	1 ton	140000	117000	400	All	-	-	-	-	24 08 2016
312.	IS 16098	1	-	2013	Structured-Wall Plastics Piping Systems For Non-Pressure Drainage And Sewerage Part 1 Pipes And Fittings With	1 ton	189000	159000	174	All	-	-	-	-	24 08 2016

					Smooth External Surface Type A										
313.	IS 16098	2	-	2013	Structured-Wall Plastics Piping Systems For Non-Pressure Drainage And Sewerage Part 2 Pipes And Fittings With Non-Smooth External Surface, Type B	100 m	209000	176000	23	All	-	-	-	-	24 08 2016
314.	IS 335	-	-	1993	New Insulating Oils	1 kL	86000	71000	8.7	All	-	-	-	-	24 08 2016
315.	IS 418	-	-	2004	Tungsten Filament Lamp For Domestic And Similar General Lighting Purposes	100 piece	57000	46000	0.9	All	-	-	-	-	24 08 2016
316.	IS 1180	1	-	2014	Outdoor Type Oil Immersed Distribution Transformers Up To And Including 2500 kVA, 33kV - Part 1 Mineral Oil Immersed	1 kVA	142000	114000	3	All	-	-	-	-	24 08 2016
317.	IS 1709	-	-	1984	Capacitors For Electric Fan Motors	1 piece	88000	72000	0.07	All	-	-	-	-	24 08 2016
318.	IS 2418 :	1	-	1977	Tubular Fluorescent Lamps For General Lighting Service - Part I : Requirements And Tests	1 piece	80000	60000	0.06	All	-	-	-	-	24 08 2016
319.	IS 2997	-	-	1964	Air Circulator Type Electric Fans And Regulators	1 piece	65000	53000	7.2	All	-	-	-	-	24 08 2016
320.	IS 6365	-	-	1971	Laboratory Electric Ovens	1 piece	85000	68000	18	All	-	-	-	-	24 08 2016
321.	IS 7098 :	3	-	1993	Cross-Linked Polyethylene Insulated Thermoplastic Sheathed Cables: Part 3 For Working Voltages From 66 kV Upto And Including 220 kV	1 m	81000	78000	3.5	All	-	-	-	-	24 08 2016
322.	IS 9836	-	-	1981	Exploders	1 piece	88000	72000	7.8	All	-	-	-	-	24 08 2016
323.	IS 9974	1	-	1981	High Pressure Sodium Vapour Lamps :Part 1 General Requirements And Tests	1 piece	88000	72000	1.75	All	-	-	-	-	24 08 2016
324.	IS 11879	-	-	1986	Electric Steam Cookers	1 piece	65000	53000	2.7	All	-	-	-	-	24 08 2016
325.	IS 12463	-	-	1988	Inhibited Mineral Insulating Oils	1 kL	73000	60000	144	All	-	-	-	-	24 08 2016
326.	IS 12640	1	-	2008	Residual Current Operated Circuit-Breakers For Household And Similar Uses -	1 piece	112000	96000	5.3	All	-	-	-	-	24 08 2016

					Part 1 : Circuit-Breakers Without Integral Overcurrent Protection (RCCBs)										
327.	IS 12640	2	-	2008	Residual Current Operated Circuit - Breaking For Household And Similar Uses - Part 2 Circuit - Breakers With Integral Overcurrent Protection (RCBOs)	1 piece	112000	96000	5.3	All	-	-	-	-	24 08 2016
328.	IS 13010	-	-	2002	AC Watthour Meters, Class 0.5, 1 And 2	1 piece	58000	47000	0.42	100000	0.3	200000	0.18	Remain ning	24 08 2016
329.	IS 13021	1	-	1991	Ac Supplied Electronic Ballasts For Tubular Fluorescent Lamps: Part 1 General And Safety Requirements	1 piece	58000	47000	2.7	All	-	-	-	-	24 08 2016
330.	IS 13021	2	-	1991	Ac Supplied Electronic Ballasts For Tubular Fluorescent Lamps - Part 2 : Performance Requirements	1 piece	73000	60000	2.7	All	-	-	-	-	24 08 2016
331.	IS 13340	-	-	1993	Power Capacitors Of Self-Healing Type For AC Power Systems Having Rated Voltage Up To 650 V	1 kVAR Clubbed with IS 13585(1) & 13925(1)	58000	47000	0.9	All	-	-	-	-	24 08 2016
332.	IS 13585	1	-	1994	Shunt Capacitors Of Non Self Healing Type For Ac Power Systems Having A Rated Voltage Upto And Including 650 V	1 kVAR Clubbed with IS 13340 & 13925(1)	58000	47000	0.9	All	-	-	-	-	24 08 2016
333.	IS 13703 /IEC 269-2	2	1	1993	Low-Voltage Fuses For Voltages Not Exceeding 1000 V AC Or 1500 V DC: Part 2 Fuses For Use By Authorized Persons, Sec 1 Supplementary Requirements	100 piece	65000	53000	5.3	All	-	-	-	-	24 08 2016
334.	IS 13779	-	-	1999	AC Static Watthour Meters, Class 1 And 2	1 piece	181000	157000	1.32	All	-	-	-	-	24 08 2016
335.	IS 14255	-	-	1995	Aerial Bunched Cables For Working Voltages Upto And Including 1100 Volts	100 m	146000	129000	12.4	All	-	-	-	-	24 08 2016

336.	IS 14927	2	-	2001	Cable Trunking And Ducting Systems For Electrical Installations : Part 2 Cable Trunking And Ducting Systems Intended For Mounting On Walls Or Ceiling	100 m.	58000	47000	2.1	All	-	-	-	-	24 08 2016
337.	IS 15111	-	-	2002	Self Ballasted Lamps For General Lighting Services (Part-1 & Part-2)	100 piece	166000	147000	33	5000	16.5	Remain- ing	-	-	24 08 2016
338.	IS 15111	1	-	2002	Self Ballasted Lamps For General Lighting Services - Part 1 : Safety Requirements	100 piece	166000	147000	33	5000	16.5	Remain- ing	-	-	24 08 2016
339.	IS 15111	2	-	2002	Self Ballasted Lamps For General Lighting Services - Part 2 : Performance Requirements	100 piece	166000	147000	33	5000	16.5	Remain- ing	-	-	24 08 2016
340.	IS 15652	-	-	2006	Insulating Mats For Electrical Purposes	1 m ²	75000	62000	3	All	-	-	-	-	24 08 2016
341.	IS 15787	-	-	2008	Switch-socket Outlets (Non-Interlock Type)	1 ton	56000	46000	34	All	-	-	-	-	24 08 2016
342.	IS 15884	-	-	2010	Alternating Current Direct Connected Static Prepayment Meters For Active Energy (Class 1 And 2)	1 piece	332000	280000	3	All	-	-	-	-	24 08 2016
343.	IS 16103	2	-	2012	LED Modules For General Lighting Part 2 Performance Requirements	1 piece	460000	389000	4.6	All	-	-	-	-	24 08 2016
344.	IS/IEC 60898	1	-	2002	Electrical Accessories-Circuit Breakers For Over Current Protection For Household And Similar Installations Part 1- Circuit Breakers For AC Operation	1 piece	73000	60000	0.27	All	-	-	-	-	24 08 2016
345.	IS/IEC 60947	3	-	1999	Low-Voltage Switchgear And Controlgear: Part 3 Switches, Disconnectors, Switch Disconnectors And Fuse Combination Units	1 piece	58000	47000	0.9	All	-	-	-	-	24 08 2016
346.	IS/IEC 60947	4	1	2000	Low-Voltage Switchgear And Controlgear – Contactors And Motor-Starters –	1 piece	58000	47000	0.27	All	-	-	-	-	24 08 2016

					Electromechanical Contactors And Motor-Starters										
347.	IS/IEC 60947	5	1	2003	Low-Voltage Switchgear And Controlgear – Control Circuit Devices And Switching Elements – Electromechanical Control Circuit Devices	1 piece	58000	47000	0.42	All	-	-	-	-	24 08 2016
348.	IS 9167	-	-	1979	Ear Protectors	100 piece	68000	56000	3.4	All	-	-	-	-	24 08 2016
349.	IS 9281	3	-	1981	Electronic Weighing Systems - Part 3 Requirements	1 piece	61000	49000	40	All	-	-	-	-	24 08 2016
350.	13098	-	-	2012	Tubes For Pneumatic Tyres	1 piece	90000	77000	0.5	100000	0.35	100000	0.15	Remaining	24 08 2016
351.	15627	-	-	2005	Pneumatic Tyres For Two And Three-Wheeled Motor Vehicles and Quadricycles	1 piece	243000	204000	0.5	100000	0.35	100000	0.15	Remaining	24 08 2016
352.	15633	-	-	2005	Pneumatic Tyres For Passenger Car Vehicles - Diagonal And Radial Ply	1 piece	258000	217000	2	100000	1.5	100000	1.35	Remaining	24 08 2016
353.	15636	-	-	2012	Pneumatic Tyres For Commercial Vehicles - Diagonal And Radial Ply	1 piece	242000	203000	2	100000	1.5	100000	1.35	Remaining	24 08 2016
354.	1884	-	-	1993	Automotive Vehicles - Electric Horns	1 piece	58000	47000	0.36	all	-	-	-	-	24 08 2016
355.	5029	-	-	1979	Bedsteads, Hospital, General Purposes	1 piece	65000	53000	17.3	all	-	-	-	-	24 08 2016
356.	7620	1	-	1986	Diagnostic Medical X-Ray Equipment - Part 1 : General And Safety Requirements	1 piece	58000	47000	260	all	-	-	-	-	24 08 2016
357.	8462	-	-	1977	Sterilizer, Portable, Vertical, Pressure Type	1 piece	58000	47000	26	all	-	-	-	-	24 08 2016
358.	9165	2	-	1992	Surgical Instrument, Needles, Suture Pt 2 Eyed Needles - Sizes, Shapes And Dimensions	1000 piece	73000	60000	43.2	all	-	-	-	-	24 08 2016
359.	16111	-	-	2013	Elastic Bandage	100 m	54000	43000	1	all	-	-	-	-	24 08 2016

[Ref. CMD-3/8:8]

P. M. PANTULU, Sc. F & DDG (Certification)

श्रम और रोजगार मंत्रालय

नई दिल्ली, 24 नवम्बर, 2016

का.आ. 2312.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर बिहार क्षेत्रीय ग्रामीण बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पटना के पंचाट (संदर्भ केस सं. 05 (C) ऑफ 2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.11.2016 को प्राप्त हुआ था।

[सं. एल-12012/08/2009-आईआर (बी-1)]

पी. के. बिदुआ, उप निदेशक

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 24th November, 2016

S.O. 2312.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. Case No. 05 (C) of 2009) of the Industrial Tribunal, Patna as shown in the Annexure, in the industrial dispute between the management of Uttar Bihar Kshetriya Gramin Bank and their workmen, received by the Central Government on 24.11.2016.

[No. L-12012/08/2009-IR (B-I)]

P. K. BIDUA, Dy. Director

ANNEXURE**BEFORE THE PRESIDING OFFICER INDUSTRIAL TRIBUNAL, PATNA****Reference Case No.: 05 (C) of 2009**

Between the management of Chairman, Uttar Bihar Kshetriya Gramin Bank, HO: Kalambag Road, Muzaffarpur and their workman Sri Dinesh Kumar Mishra, S/O- Sri Raju Mishra, Gram & Post Ezra, Thana Sangrampur, East Champaran Distt. (Bihar)

For the management : Sri Mahendra Pathak, Advocate
Sri Maya Shankar Mishra, Advocate
Sri Ashawani Kumar Tiwary, Advocate

For the workman : Sri B. Prasad, President of Bihar Provincial Gramin Bank Employees Association.

Present : Sri Bipin Dutta Pathak, Presiding Officer, Industrial Tribunal, Patna

AWARDPatna, dated : 21st July, 2016

By the adjudication order No.- L-12012/08/2009-IR (B-I) dated- 17.08.2009 the Govt. of India, Ministry of Labour, New Delhi has referred under clause (d) of sub-section-(1) and sub-section (2A) of section-10 of the Industrial Dispute Act, 1947, (hereinafter to be referred to as 'the Act'), the following dispute between **the management of Chairman, Uttar Bihar Kshetriya Gramin Bank, HO: Kalambag Road, Muzaffarpur and their workman Sri Dinesh Kumar Mishra, S/O- Sri Raju Mishra, Gram & Post Ezra, Thana Sangrampur, East Champaran Distt. (Bihar)** Patna for adjudication to this tribunal:-

“Whether the action of the management of the Uttar Bihar Kshetriya Gramin Bank, Muzaffarpur in not paying the dues and in terminating the service of Sri Sri Dinesh Kumar Mishra, is justified? If not, what relief is the applicant concerned entitled?”

2. Statement of claim has been filed on behalf of the workman stating therein that the Dinesh Kumar Mishra joined the Champaran Chetriya Gramin Bank, Sangrampur Branch as a daily wager on 01.01.2002 and performed different works assigned to him, such as sweeper, waterman, posting of account holders in different ledger, letter drafting etc. he did his duty on the specific direction and specific identification of the branch manager, receiving cheque books from the sponsored bank and also preparation of demand draft for different purposes. After joining he

performed all the duties assigned to him with best of his ability and to the satisfaction of all concern, He was paid Rs. 15/- per day irregularly. All of a sudden on the oral order of the branch manager of the bank. He was removed from service on daily wage basis w.e.f. 13.08.2005 but the facts remains that the complainant worked there upto 2007, though the bank authorities admitted his working and paid his wages for 22 days in 2006 and only for 7 days in 2007. He made complainant before the Chief Minister. Prior to that bank authorities themselves admitted that workman worked for 141 days in the year 2002, 162 days in 2003, 173 days in 2004 and 199 days in the year 2005. It has been submitted that he worked in the bank since 01.02.2002 upto 13.08.2005 without any interruption and to the satisfaction of all concern but when the complainant made a complain before the Chief Minister, initially the bank took a stand that the workman is not a daily wage worker of the bank. Workman made a complaint before the Chief Minister on 01.12.2006 with respect to non-payment of due wages as well as removing him from the service of the bank. Complaint was sent to the District Magistrate, Motihari. The letter was forwarded to Labour Superintendent, Motihari vide memo No.- 4990 dt- 16.12.2006. Notice were issued to the bank and the workman. Bank refused to accept the workman as daily wagger. Labour Superintendent, Motihari, submitted his report vide letter No.- 4990 dated- 16.07.2006 and he referred the matter to Assistant Labour Commissioner, Bettiah for needful. Finally it has been sent before this tribunal vide this reference case. The workman brought stationary from the head quarter on different dates, as stated in the petition/statement of claim in para-7. He has been stated that Labour Superintendent on enquiry found that the petitioner was working on daily wages basis from 2001 upto 13.08.2005.

3. Written statement has been filed on behalf of the management stating therein that workman was never employed by the bank as an employee as such question of his regularization and payment of regular salary do not arise. Branch Manager have taken some works as per need, as and when required for few hours and was paid as per agreed amount. Such engagement cannot be treated to be employment even, of temporary, casual in the Bank. There is no employer-employee relationship with the alleged workman Sri Dinesh Kumar Mishra. Workman has not been able to bring the facts which are conditions precedent for claiming benefit of protection against retrenchment in violation of Section 25F of the I.D.Act,1947. Grievance of payment of normal salary is misconceived.

4. It appears that single witness has been examined on behalf of the workman who is W.W-1 (Dinesh Kumar Mishra) workman himself. He has stated that he joined the bank in February 2002 in Champaran Kshetriya Gramin Bank which is now called Uttar Bihar Kshetriya Gramin Bank. He worked from February 2002 to 13.08.2005. He was getting @ Rs. 15/- per day. Maximum wages was paid in his own name but some wages was paid in different names and person of that name never worked in bank. He used to go to bank at 09.30 A.M. After arrival of branch manager he used to open the bank and to clean counter, table etc. He used to bring water also. He used to take out cash, token and scroll register and to keep to cash counter. On oral order of branch manager he used to open almirah and to take out ledger, signature card etc. He used to bring stationary from Regional Office, Motihari. His name was mentioned in peon book which has been marked as Ext.-W. He has also proved receipt of brining stationary etc marked as Ext.-W/1. He has also identified Ext.-W/2 which is signature on the letter of General Manager and on the basis of oral order of General Manager he was removed from service w.e.f 13.08.2005. No one appeared to cross-examine this witness.

Counting from Ext.- W & W/1 which are Exts of the workman it appears that Sri Dinesh Kumar Mishra worked from July 2001 till August 2005 but it does not appear that he was working during these period continuously and regularly for at least 240 days in any calendar year.

Ext.-W/2 is the letter dt- 25th August 2005 it appears that General Manager has sent letter to Sangrampur branch that inspite of specific direction the head office has not to engaged labourer. On daily wages work is taking from Dinesh Kumar Mishra. From Ext.-W/2 is does not appear that work was taken from Dinesh Kumar Mishra and he worked in the bank for 240 days in any calendar year.

From Ext.- W/5 it appears that branch manager, Sangrampur has sent letter to Regional Manager of the bank, details of the wages paid to Dinesh Kumar Mishra from 9th March 2002 to 10th January 2007.

5. From the evidence of M.W-1 Anil Kumar Sinha it appears that in the year 1991 there was award of National Industrial Tribunal and thereafter service of many persons were regularized. He has stated that Ext.-W/1 is peon book for service for correspondence, it appears that name of Dinesh Kumar is mentioned who has carried the letter but from evidence of M.W-1 it does not appear that Dinesh Kumar Mishra has worked for 240 days. M.W-1 does not support the case of workman.

6. Similarly M.W-2 & M.W-3 also does not support the case of workman. Nothing has been gathered infavour of workman in cross-examination of this witness.

AWARD

7. Since workman failed to bring on record the facts that he worked in service of bank for 240days in any calendar year. Hence he did not became protected workers in view of section-25F of the I.D.Act,1947. In the result it is held that

the action of the management of Uttar Bihar Kshetriya Gramin Bank, Muzaffarpur is not paying the dues and in terminating the service of Sri Dinesh Kumar Mishra was justified because Sri Dinesh Kumar Mishra has not become protected workman. So any notice or compensation need not to be paid to him by the management.

So far payment of dues is concerned this tribunal cannot pass order under the provision of Payment of Wages Act. For payment of wages or dues Sri Dinesh Kumar Mishra who should move the appropriate forum but his termination cannot be questioned in the eye of law.

This is my award accordingly.

Dictated & Corrected by me.

BIPIN DUTTA PATHAK, Presiding Officer

नई दिल्ली, 25 नवम्बर, 2016

का.आ. 2313.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मुम्बई पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, मुम्बई के पंचाट (संदर्भ सं. 12/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.11.2016 को प्राप्त हुआ था।

[सं. एल-39025/01/2010-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 25th November, 2016

S.O. 2313.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 12/2012) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Mumbai as shown in the Annexure in the Industrial Dispute between the management of Mumbai Port Trust, and their workmen, received by the Central Government on 25.11.2016.

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

RAVI KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

Present : Justice Satya Poot Mehrotra, Presiding Officer

APPLICATION NO. CGIT-12 OF 2012

Tejas Arun Mahajan Applicant

V/s.

Mumbai Port Trust Opponent

Mumbai, the 12th day of September, 2016

ORDER

It has been brought to my notice that there is typographical mistake in the date of Award passed on Application No. CGIT-12 of 2012 filed under Section 2A(2) of the Industrial Disputes Act, 1947. The date of Award appearing on the first page of the Award was wrongly mentioned as 25th day of August, 2016 instead of “22nd day of August, 2016”.

It is directed that the date of Award may be substituted as “Mumbai, dated the 22nd day of August, 2016”. This power has been exercised by this Tribunal under Rule 28 of the Industrial Disputes (Central) Rules 1957.

The corrected copies are sent for publication along with the copy of this order.

Justice S.P. MEHROTRA, Presiding Officer

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

Present : Justice Satya Poot Mehrotra, Presiding Officer

APPLICATION NO. CGIT-12 OF 2012

Parties: Tejas Arun Mahajan : Applicant
Vs.
Mumbai Port Trust : Respondent/Opposite Party

Appearances :

For the Applicant : Mr.J.Sawant, Adv.
For the Respondent/Opposite Party : Mr. M.B.Anchan, Adv.
Holding brief for Mr.Umesh Nabar, Adv.
State : Maharashtra

Mumbai, dated the 22nd day of August, 2016

AWARD

1. The aforementioned Application No.CGIT-12 of 2012 has been filed by the Applicant (Tejas Arun Mahajan) against Mumbai Port Trust (Respondent/Opposite Party) under Section 2-A(2) of the Industrial Disputes Act, 1947 seeking the Reliefs as mentioned in paragraph 9 of the said Application.
2. By the Order dated 19.3.2012, notice was directed to be issued to the Respondent/Opposite Party for filing Written Statement fixing 30.4.2012.
3. On 30.4.2012, as noted in the Order passed on the said date, Mr.J.Sawant, learned counsel for the Applicant was present. Mr.Umesh Nabar, learned counsel for the Respondent/Opposite Party was also present. The case was adjourned for filing Written Statement on behalf of the Respondent/Opposite Party.
4. On 27.8.2012, as noted in the Order passed on the said date, Written Statement was filed on behalf of the Respondent/Opposite Party.
5. By the Order dated 27.8.2012, the case was adjourned to 11.10.2012 for filing documents.
6. On 11.10.2012, as noted in the Order passed on the said date, documents were filed on behalf of the Respondent/Opposite Party.
7. By the Order dated 11.10.2012, time was granted to the Applicant for filing Affidavit (WW-1). Thereafter, various dates were fixed in the matter, and the case was adjourned to enable the Applicant to file Affidavit (WW-1).
8. On 10.4.2014, as noted in the Order passed on the said date, Issues were framed in the present case, and time was again granted to the Applicant for filing Affidavit (WW-1).
9. On 4.12.2014, as noted in the Order passed on the said date, admission and denial in respect of the respective documents filed on behalf of the parties was done by the learned counsel for the parties. The case was thereafter again fixed on various dates for filing Affidavit of WW-1 on behalf of the Applicant.
10. On 27.6.2016, as noted in the Order passed on the said date, the case was put up before the Tribunal. Mr.Umesh Nabar, learned counsel for the Respondent/Opposite Party was present. Mr.J.Sawant, learned counsel for the Applicant was also present. On joint prayer made on behalf of the learned counsel for the parties, the case was adjourned and fixed on 20.10.2016.
11. However, on 17.8.2016, following two Applications were filed on behalf of the Applicant Tejas Arun Mahajan:
 - (1) Application dated 17.8.2016 for taking the matter on Board of the Tribunal;
 - (2) Application dated 17.8.2016 for withdrawal of the aforementioned Application No.CGIT-12 of 2012 filed on behalf of the Applicant under Section 2A(2) of the Industrial Disputes Act, 1947.
12. By the Order dated 17.8.2016 passed on separate sheets, the Tribunal considered the aforesaid Application dated 17.8.2016 shown at Sr.No.1 above for taking the matter on Board of the Tribunal, and directed the case to be put up on 22.8.2016 for consideration of the aforementioned Application dated 17.8.2016 for withdrawal shown at Sr.No.2 above. Accordingly, the case has been put up today for consideration of the aforesaid Application dated 17.8.2016 for withdrawal shown at Sr.No.2 above.
13. Mr.J.Sawant, learned counsel for the Applicant is present. Mr.Tejas Arun Mahajan, Applicant is personally present before the Tribunal and he is identified by Mr.J.Sawant, learned counsel for the Applicant. Mr.M.B.Anchan,

holding brief for Mr. Umesh Nabar, learned counsel for the Respondent/Opposite Party (Mumbai Port Trust) is also present.

14. It is, inter-alia, averred in the aforesaid Application dated 17.8.2016 for withdrawal, shown at Sr.No.2 above, that the Applicant is not interested in pursuing his aforementioned Application No.CGIT-12 of 2012 filed by him under Section 2-A(2) of the Industrial Disputes Act, 1947 and he is desirous to withdraw the said Application. It is, inter-alia, prayed in the said Application dated 17.8.2016 for withdrawal that the aforementioned Application No.CGIT-12 of 2012 filed by the Applicant under Section 2A(2) of the Industrial Disputes Act, 1947 be disposed of as withdrawn. Mr.M.B.Anchan, holding brief for Mr.Umesh Nabar, learned counsel for the Respondent/Opposite Party (Mumbai Port Trust) has endorsed "No Objection" on the aforesaid Application dated 17.8.2016 for withdrawal filed on behalf of the Applicant.

15. Mr.Tejas Arun Mahajan, Applicant who is personally present before the Tribunal and is identified by Mr.J.Sawant, learned counsel for the Applicant states that he reiterates the averments made in the aforesaid Application dated 17.8.2016 for withdrawal and prays that the aforementioned Application No.CGIT-12 of 2012 filed by him as Applicant under Section 2A(2) of the Industrial Disputes Act, 1947 be disposed of as withdrawn.

16. Mr. J.Sawant, learned counsel for the Applicant submits that in view of the averments made in the aforesaid Application dated 17.8.2016, for withdrawal filed on behalf of the Applicant and in view of the statement made by Mr.Tejas Arun Mahajan, Applicant before the Tribunal today, the aforementioned Application No.CGIT-12 of 2012 may be dismissed as withdrawn.

Mr. M.B. Anchan, holding brief for Mr.Umesh Nabar, learned counsel for the Respondent/Opposite Party (Mumbai Port Trust) states that the Respondent/Opposite Party has no objection to the above prayer made by the Applicant being granted.

17. In view of the above, it is evident that the Applicant (Tejas Arun Mahajan) is no more interested in pursuing the aforementioned Application No.CGIT-12 of 2012 filed by him under Section 2A(2) of the Industrial Disputes Act, 1947, and he is not desirous of seeking the Reliefs sought in the said Application, and he is desirous of withdrawing the said Application.

18. Accordingly, the aforementioned Application No.CGIT-12 of 2012 filed by the Applicant (Tejas Arun Mahajan) is dismissed as withdrawn. It is made clear that no liberty is being given to the Applicant (Tejas Arun Mahajan) for filing fresh Application under Section 2A(2) of the Industrial Disputes Act, 1947 on the same cause of action.

19. Award is passed accordingly.

Justice S. P. MEHROTRA, Presiding Officer

नई दिल्ली, 25 नवम्बर, 2016

का.आ. 2314.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधन 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. 07/1991) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.11.2016 को प्राप्त हुआ था।

[सं. एल-12012/360/1990-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 25th November, 2016

S.O. 2314.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 07/1991) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the management of Allahabad Bank and their workmen, received by the Central Government on 25.11.2016.

[No. L-12012/360/1990-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL****PRESENT : Sri Pramod Kumar Mishra, Presiding Officer****REFERENCE NO. 07 OF 1991****PARTIES :**

The management of Allahabad Bank, Ukhra Branch

Vs.

Sri Sunil Kumar Roop

REPRESENTATIVES:

For the management : Sri M. K. Bandopadhyay

For the union (Workman) : Sri A. N. Pal

Industry : Banking

State : West Bengal

Dated : 27.06.2016

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-12012/360/90-IR.B(II)** dated 06.03.1991 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Allahabad Bank, Ukhra Branch, District Burdwan in dismissing Sri Sunil Kumar Roop, Peon-cum-Farrash with effect from 03.09.1987 is justified. If not to what relief the workman concerned is entitled?”

1. Having received the Order **NO. L-12012/360/90-IR.B(II)** dated 06.03.1991 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. **07 of 1991** was registered on 14.03.1991. 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 delinquent workman Sri Sunil Kumar Roos has stated, in brief, in his Written Statement that he was appointed on permanent post in Peon cum Farrash vide letter No. R.O./Staff/4845 dated 13.06.1977 in Allahabad bank at Gourhati Branch. On basis of mutual transfer in place of Sri Prabir Mukherjee he joined at Ukhra Branch of Allahabad Bank on 06.08.1980. He has described the duties of Daftry as defined in Clause (VII) of part II under settlement dated 19.10.1966 between the representative of workman and Indian Bank Association in banking industry. Sri Mahendra Rai the then manager of the bank lodged a written complaint on 26.08.1989 that some one withdrew Rs.12,400/- (Rupees Twelve Thousand Four Hundred only) from Saving Bank Account No. 1371 by forging signature of Sri Tej Narayan Singh on different dates which was detected by the pass book of Sri Tej Narayan Singh. The police started investigation and arrested the delinquent Sri Sunil Kumar Roos. Sri S. K. Roos was suspended at the whisper of the said branch manager on 11.11.1983. The Judicial Magistrate of Burdwan released Sri Sunil Kumar Roos on bail. Sri Sunil Kumar Roos by letter requested the bank to join his duties but management did not paid heed to his request. Sri Sunil Kumar Roos was charge sheeted and suspended by letter dated 31.10.1984. Sri Sunil Kumar Roos in his reply to the charge sheet refused all the charges against him. Management was not satisfied by the reply submitted by Sri Sunil Kumar Roos and consequently appointed Sri I. K. Sinha, Personal Officer of the Bank to enquire into the charges levelled against Sri Sunil Kumar Roos. Sri Ashok Kumar Singh, General Secretary of All India Allahabad Bank Association was allowed to represent the delinquent. During course of enquiry several witness were examined on behalf of the management. None of the witnesses deposed that he personally saw Sri Sunil Kumar Roos taking withdrawal forms, obtaining permission on it of the branch manager. Ledger Keepers did not see the delinquent issuing tokens and entering the said withdrawal forms in the ledger. The passing officers passed the said withdrawal forms by tallying the signature of the customers with the specimen signature cards kept by the bank in the Methodex Cabinet. The Methodex Cabinets are kept under the control of officers, which can not be handled by other employees except passing officers and the manager. As per rule and practice the Methodex cabinets are kept under lock and key after operating hours of bank. In the enquiry proceeding none deposed that he has seen Sri Sunil Kumar Roos taking original specimen signature cards and replacing it with forged signature cards. The Branch Manager did not say that those signature cards do not contain his initials / signatures. The said forged specimen signature cards are not brought on record of enquiry. There is nothing on the record that Sri Sunil Kumar Roos stole the Cheque form the customer and

withdrew money from his account. The Handwriting Expert is not a qualified person he used to procure business form the bank and gave his opinion which suited his client. He was supplied photocopies of the documents to form his opinion. His opinion can not be taken as conclusive proof of evidence. In criminal case the Investigating Officer submitted final report before Sub-Judicial Magistrate. There was nothing transpired against Sri Sunil Kumar Roos. Sub-Judicial Magistrate exonerated Sri Sunil Kumar Roos of all the charges against him, but the Enquiry Officer ignored the finding of the court and continued departmental enquiry against him. The Enquiry Officer was biased. He did not apply his mind on evidence on record and gave his finding which was not based on the record of the enquiry. Without appreciating the evidence on the record the Enquiry Officer held Sri Sunil Kumar Roos guilty of all the charges. The Disciplinary Authority also acted mechanically and did not apply his mind at all. Sri Sunil Kumar Roos was dismissed from service with immediate effect vide letter dated 08.01.1987. The dismissal of Sri Sunil Kumar Roos is unlawful, unfair and unjustified. He has prayed that the Tribunal may kindly pass the award holding that dismissal of Sri Sunil Kumar Roos is unjustified. He has prayed for his reinstatement in service from the date of his arrest from 11.11.1983 with full pay with 18% of Interest till his re-instatement with all other benefits. He has also prayed to award cost for his harassment and suffering.

3. The Manager, Ukhra branch Allahabad Bank district Burdwan has filed Written Statement denying allegations of Sri Sunil Kumar Rooz. The bank has stated that Written Statement of Sri Sunil Kumar Rooz is not maintainable. He has further stated that Sri Sunil Kumar Rooz the concerned workman committed several defalcation of money from 21.03.1983 to 20.07.1983 by forging signature of different account holders of the said branch of Allahabad bank. Therefore on 18.05.1983 and 26.05.1983 two separate FIRs were lodged at Andal Police Station. The Investigating Officer did not diligently investigate the case. The Investigating Officer submitted final report on 03.04.1985 without taking specimen signature of Sri Sunil Kumar Rooz. Investigating officer without getting the disputed signature of Sri Sunil Kumar Rooz and accepted signature of the workman for examination by handwriting expert filed final report, which can not be relied upon any way. The management of the Bank after receiving complaint from at least 3 account holders and on feeling that there has been a gross violation of the department rules and in-action on the part of Police Authority held enquiry. The management of the Bank issued charge sheet to the delinquent on 31.10.1984 and called upon Sri Sunil Kumar Rooz to submit explanation. The workman by his reply dated 12.11.1984 denied the allegations against him. The Disciplinary Authority being unsatisfied on the explanation of the concerned workman passed necessary orders for a departmental enquiry against Sri Sunil Kumar Rooz. The Disciplinary Authority appointed Sri I. K. Sinha, the Enquiry Officer and Sri Hardeo Singh as Presenting Officer by Order dated 22.11.1984. After issuance of notice to the delinquent the enquiry commenced on 29.12.1984. The workman concerned together with his defence representative Sri Ashok Kumar Singh, General Secretary, All India Allahabad Bank Indian Staff Association participated in the enquiry proceeding. The concerned workman was given plenty of opportunities to inspect / verify the documents submitted by the Presenting Officer in support of the charges and he was allowed to produce list of witnesses in his defence. The representative of the workman concerned participated in cross-examination of the management witness and examining the Presenting Officer. The workman has been given all reasonable and sufficient opportunity to defend himself in compliance of Natural Justice. The Enquiry Officer submitted his enquiry report on 17.11.1986 before the Disciplinary Authority. Sri Sunil Kumar Rooz, the concerned workman was held guilty of all 15 charges levelled against him. The workman was held guilty for gross misconduct within the Para-19.5(J) of 1st Bipartite Settlement dated 19.10.1966. The Disciplinary Authority after considering the report of enquiry officer and after analyzing the evidence in respect of each charge against the workman, held the workman guilty of misconduct in terms of Para-19.5(J) of the 1st Bipartite Settlement, 1966. On 02.12.1986 in terms of Para-19.6(c) of the said settlement issued Show Cause notice to the concerned workman. Sri Sunil Kumar Rooz submitted his reply on 16.12.1986 to such Show Cause Notice which did not satisfied the Disciplinary Authority, as the concerned workman failed to substantiate his plea in his reply to such Show Cause Notice. The concerned workman was held guilty of gross misconduct in terms of the Para-19.5(J) of 1st Bipartite Settlement, 1966. The workman was punished in terms of the para-19.6(a) of the said settlement. The workman and his association preferred an appeal against the Order of Disciplinary Authority. Disciplinary Authority after allowing a personal hearing of the parties on 03.07.1987 confirmed the order of Disciplinary Authority. There is no lacuna in the enquiry proceeding. The departmental enquiry is not perverse. The enquiry was conducted by the Enquiry Officer in strict conformity with rules and procedure. The punishment imposed on the delinquent workman is quite proportionate to the gross misconduct committed by the delinquent workman. The bank has prayed that workman is not entitled to any relief. The reference is likely to be rejected.

4. The workman has filed rejoinder Written Statement he has reiterated the allegation of his Written Statement. He has alleged that statement contained in the Written Statement of the Bank is based on distortion of facts. He has stated that the Enquiry Officer was biased. He did not properly appreciate the evidence on record. Enquiry Officer submitted his finding on conjecture and guess. The Enquiry Officer has relied on the evidence of unqualified Handwriting Expert which was a paid man and not an independent person. The Enquiry Officer did not act judicially. The Appellate Authority acted in mechanical manner. The management of Allahabad Bank has twisted the facts. He has been made Escape Goat. He is innocent person.

5. The workman has filed the following documents :

(i) Appointment Letter dated 13.06.1977, (ii) Mutual transfer Letter dated 05.08.1981, (iii) Mutual Transfer Letter dated 29.07.1981, (iv) Copy of the charge sheet dated 31.10.1984, (v) Copy of reply dated 12.11.1984 of the charge sheet, (vi) Copy of letter dated 12.11.1984 from advocate, (vii) Copy of Order No. 17 dated 14.05.1985 (S.D.J.M.), (viii) Copy of Order No. 18 dated 30.05.1983 (S.D.J.M.), (ix) Copy of Order No. 19 dated 13.06.1985 (S.D.J.M.), (x) Copy of the Final Charge Sheet dated 03.04.1985, (xi) Final decision of the Disciplinary Authority dated 08.01.1987, (xii) Copy of the Letter dated 16.12.1986 to D.A., (xiii) Copy of the Letter dated 13.10.1987 with order of A.A., (xiv) Copy of Appeal dated 31.01.1987, (xv) Enquiry Proceeding (record with the management), (xvi) Ending of the Enquiry (record with the management), (xvii) Copy of the Letter dated 11.12.1989 to A.L.C., Ranigunj.

6. The Allahabad Bank has filed the following documents:

(i) Xerox Copy of the Charge Sheet, (ii) Xerox Copy of the Notice of enquiry dated 13.12.1984, (iii) Xerox Copy of the Notice of Enquiry dated 07.01.1985, (iv) Xerox Copy of the Order of Appointing the Enquiry Officer and Presenting Officer dated 22.11.1984, (v) Xerox Copy of the Letter of Sri S. K. Rooj authorizing Sri A. K. Singh, General Secretary of All India Allahabad Bank Employees' Association to represent him dated 31.01.1985, (vi) Xerox Copy of the Report including Findings of Enquiry Officer with list of Annexure, (vii) Xerox Copy of the Letter of Sri A. K. Singh addressed to the Manager, Allahabad Bank, Ukhra Branch dated 04.03.1985 on inspection of documents, (viii) Xerox Copy of the Decision of the Disciplinary Authority dated 02.12.1986, (ix) Xerox Copy of the Show Cause Reply Filed by Sri S. K. Rooj, (x) Xerox Copy of the Decision of the Disciplinary Authority dated 02.12.1986, (xi) Xerox Copy of the Final Decision of the Disciplinary Authority dated 08.01.1987, (xii) Xerox Copy of the Letter of Appeal filed by Sri S. K. Rooz, (xiii) Xerox Copy of the Appeal Proceedings, (xiv) Xerox Copy of the Order of the Appellate Authority dated 03.09.1987, (xv) Xerox Copy of the Expert opinion on signature Hand Writing of Sri Tej Narayan Singh, (xvi) Xerox Copy of the Expert opinion on signature Hand Writing of Sri Golam Mostafa, (xvii) Xerox Copy of the Expert opinion on signature Hand Writing of Sri Sidheswar Sarkar, (xviii) Xerox Copy of the Markings of Reasons of Expert Opinion.

Beside that Allahabad Bank has filed original enquiry file before the Tribunal. Allahabad Bank has examined Sri I. K. Sinha, Enquiry Officer as MW-1 he has been cross-examined by the workman.

7. Sri A. N. Pal the learned union representative appeared on behalf of Sri Sunil Kumar Rooj and Sri M. K. Bandopadhyay the learned advocate appeared on behalf of the Allahabad Bank. Both the parties have filed their written arguments. Besides I have heard the argument of both the parties in person.

8. The representative of the workman Sri A. N. Pal has cited following case law in his support (i) Union of India v/s H. C. Goel, AIR 1964 SC 364, (ii) Surath Chandra Chakrabarty v/s State of West Bengal, AIR 1971 Supreme Court Page 752 and (iii) M. V. Bijlani v/s Union of India and others (2006) 5 Supreme Court Cases 88

9. The learned representative of the workman has argued that the charge sheet has been issued to the workman in contradiction to the established norms with bias and with a predetermined mind and pre-concluded mindset that the accused is actually guilty of the charges levelled against him. The charge sheet is silent on the charges levelled against the said accused in respect of the 'fraudulent withdrawal'. The charge sheet is devoid of any charges against the accused in respect of any anomaly or discrepancy or fraud committed by the accused in the process of withdrawal. The process of withdrawal is that cheque is presented before the Counter Clerk after duly filling it. The Counter clerk on verification of the particulars in the said cheque and being satisfied therewith issues a token to the drawer after endorsing the said token number on the presented cheque along with his initial, the same is then forwarded to the Passing Officer after posting the details in the Ledger Book. The Passing Officer verifies the cheque and tallies the signature of the cheque with the signature of the drawer with the bank kept in the safe custody of the Passing Officer in the Methodex Box designated for keeping signature of the customer of the bank. Upon full satisfaction the Passing Officer conformed the ledger entry by his initial and send the cheque to the Cash Counter. Cashier then calls for the token holder though the token number depicted in the cheque and allows the token holder to receive the money against the said cheque. The Token Holder after accepting the payment puts his signature on the reverse said of the cheque then cashier noted down the details in the payment register. The charge sheet fails to provide any material as to any fraud committed by the accused in respect of withdrawal. The Investigating Officer submitted final report in criminal case against the workman. The Sub-Divisional Magistrate exonerated Sri Sunil Kumar Rooj against the charges in criminal case. The enquiry officer was biased. His finding is based on conductor and surmises without any evidence on record. The Enquiry Officer has exceeded his authority and framed excess charge in enquiry for which accused was not charge sheeted. The accused has no access to the Methodex Box which was in complete custody of the Officer. Even the Clerical Staff has no access to the Methodex Box. Due to shortage of staff the accused was directed by superior to issue the tokens and post entry in the Ledger. None of the witnesses deposed that they saw accused filling the particular of the withdrawal form i.e. M/46 and M/42. The Enquiry Officer failed to appreciate the delay of the bank in lodging the complaint in police. There are 2 parallel proceedings against the accused; one the Criminal Proceeding and another is

the Departmental Proceeding. The FIR was lodged after delay of 23 days and even accused was not named in the FIR. The Enquiry Officer has not considered the final report which has been filed by the Investigating Officer against the accused. Even the Enquiry Officer did not consider the fact that the accused was exonerated in criminal charge by the S.D.M. Court. The entire proceeding is based on conjectures, surmises and without any proper appreciation of evidence against the accused in departmental proceeding.

10. On the other hand the learned advocate Sri M. K. Bandopadhyay of Allahabad Bank has argued that Written Statement filed by the workman is not maintainable because workman or his union representative has not put his seal and signature in his Written Statement. The account holders of Ukhra Branch of Ukhra Branch (i) Sri Tej Narayan Singh, Account No. SB 1371, (ii) Sri Sidheswar Sarkar, Account No. SB 3747 and (iii) Golam Mostafa, Account No. SB 3745 made a complaint about the defalcation of money from their respective account. In view of the complaint Bank Authority investigated the matter as per the established procedure with complying the Principle of Natural Justice. After investigation it was found that Sri Sunil Kumar Rooj was involved in the above mentioned defalcation matter and accordingly the bank lodged 2 FIRs on 18.05.1983 and 26.05.1983 at Andal Police Station. Further an enquiry was initiated and charge sheet dated 31.10.1984 vide Ref. No. ROII/INS/FF3066 was issued to Sri Sunil Kumar Rooj specifying the charges and seeking his explanation which was replied by Sri Sunil Kumar Rooj. During enquiry Sri Sunil Kumar Rooj admitted in his disposition that he was performing the duties of Daftry as well as Clerical duty apart from his normal duty of Peon cum Farrash. The argument of Sri Sunil Kumar Rooj is baseless that the Handwriting Expert is un-qualified person. The Handwriting Expert is expert in his job. Dismissed employee was given sufficient opportunity to cross-examine the management witnesses and to defend himself during enquiry proceeding. Enquiry was conducted in strict compliance of rules and Principles of Natural Justice. The Enquiry Officer has conducted enquiry in full compliance of Natural Justice. There are no lapses and lapses in enquiry proceeding by the Enquiry Officer. All 15 witnesses examined by the management have proved the misconduct of the workman. The Handwriting Expert has deposed that signature on withdrawal from is of Sri Sunil Kumar Rooj. The Disciplinary Authority after carefully perusing the report of Enquiry Officer held Sri Sunil Kumar Rooj guilty for gross misconduct for fraudulently withdrawing money from the Account Holders. The delinquent was issued Show Cause Notice. The Disciplinary Authority considered the explanation of Sri Sunil Kumar Rooj. Sri Sunil Kumar Rooj failed to submit any satisfactory reply to Disciplinary Authority to show cause notice. Therefore considering the gravity of gross misconduct the Disciplinary Authority passed the Dismissal Order vide letter dated 08.01.1987. The workman filed an appeal before the Appellate Authority, but appeal was rejected. The punishment imposed on delinquent is quite proportionate.

11. I have heard the argument of both side and perused the written argument and record of reference.

12. It is admitted fact by both the parties to reference that delinquent workman Sri Sunil Kumar Rooj was in permanent employment of Allahabad Bank at Ukhra Branch on post of Peon cum Farrash before dismissal. The delinquent workman has been charge sheeted by Allahabad Bank by Ref. No. RO-II/Ins/FF/003066 dated 31.10.1984. The concerned workman has been charge sheeted on 15 counts. From perusal of charge sheet it is apparent that he has been charge sheeted for forged withdrawal of money Rs. 1000/- on 21.03.1983, Rs. 1500/- on 29.03.1983, Rs. 2000/- on 16.04.1983, Rs. 4000/- on 10.05.1983 and Rs. 2000/- on 21.05.1983 total Rs. 10,500/- from Account No. SB3747 stands in the name of Sri Sidheswar Sarkar ; Rs. 4000/- on 25.04.1983, Rs.5000/- on 29.04.1983, Rs. 2500/- on 05.05.1983 and Rs. 900/- on 01.06.1983 Total Rs.12400/- from Account No. SB1379 stands in the name of Sri Tej Narayan Singh ; Rs. 5000/- on 07.06.1983, Rs. 4000/- on 10.06.1983, Rs. 4000/- on 13.06.1983, Rs. 3000/- on 22.06.1983, Rs. 3000/- on 04.07.1983, and Rs. 2500/- on 20.07.1983 Total Rs. 21,500/- from Account No. SB3745 stands in the name of Golam Mostafa.

13. In argument, delinquent Sri Sunil Kumar Rooj has described the procedure, for withdrawal of cash from bank. In this way, he has tried to demonstrate the infeasibility of withdrawal of money by himself. He has challenged the departmental enquiry being devoid of natural justice and non-consideration of his exoneration in criminal case by court and non-consideration of his defence evidence. Besides, he has also challenged the admissibility of evidence of Handwriting Expert.

14. From perusal of enquiry proceeding, it is manifest that enquiry proceeding was held in 48 dates, from 29.12.1984 to 16.08.1996, in presence of both the parties. The Presenting Officer has examined 15 management witnesses for proving the charges of delinquent Sri Sunil Kumar Rooj namely ; (i) Sri Ashim Kumar Saha – MW1, (ii) Sri A. K. Ganguly – MW2, (iii) Sri M. P. Kundu – MW3, (iv) Sri Sujit Kumar Roy – MW4, (v) Sri M.N.Rai – MW5, (vi) Sri Chandrashekhar Saha – MW6, (vii) Sri Ashok Kumar Mandal – MW7, (viii) Sri Subikash Sengupta – MW8, (ix) Sri Bikash Mandal – MW9, (x) Sri Tej Narayan Singh – MW10, (xi) Sri Sidheswar Sarkar – MW11, (xii) Sri Mahadeo Das – MW12, (xiii) Sri Golam Mostafa – MW13, (xiv) Sri T. K. Deb – MW14, (xv) Sri Bholanath Ganguly, Handwriting Expert – MW15.

The delinquent Sri Sunil Kumar Rooj has been afforded opportunity to cross-examine all the management witnesses. The delinquent workman, Sri Sunil Kumar Rooj has cross-examined all the management witnesses. The Enquiry Officer has permitted the delinquent to be assisted by co-worker of his choice namely, Sri A. K. Singh, the

union representative. On all dates of enquiry proceeding Sri Sunil Kumar Rooj was present. The Enquiry Officer has recorded evidence, for each charge, separately. The Enquiry Officer has, in his wisdom, recorded his separate finding for each charge. During enquiry proceeding the delinquent employee Sri Sunil Kumar Rooj has admitted in his deposition that he was performing the duties of Daftry as well as Clerical duties at Page-22 of Enquiry Report apart from his normal duties of Peon cum Farrash. Other witnesses have also confirmed this fact in their deposition. The delinquent has also admitted this fact in his written argument. Sri Bholanath Ganguly, the Handwriting Expert who has been examined by Enquiry Officer as MW-15 was engaged for examining the signature of the delinquent with the relevant payment vouchers and other documents and to give report in details about his examination. Sri Bholanath Ganguly, the Handwriting Expert has stated that, *"I hold the opinion that the writing of the Four Leave Application of Sri Sunil Kumar Rooj, charged employee, and the writers of the signatures in the withdrawals are the same person."* This document has been exhibited as M5. The opinion of Handwriting Expert is admissible under section 45 of Evidence Act. After conclusion of enquiry the Enquiry Officer has recorded finding that charges from 1 to 15 are proved and in every charge Sri Sunil Kumar Rooj, the charge sheeted employee is guilty. The Enquiry Officer submitted his enquiry report on 17.11.1986 and observed in his report that *"All the transgressions on the part of the charged employee are deemed gross misconduct within the meaning of Para-19.5(J) of the 1st Bipartite Settlement dated 19.10.1966."* Before submission of Enquiry Report the Enquiry Officer has considered the defence evidence of Sri Sunil Kumar Rooj.

15. On careful perusal of Enquiry Proceeding, Evidence and Enquiry Report it is evident that the Enquiry Officer has conducted the departmental enquiry in full compliance of natural justice. Before passing order of dismissal the competent authority has issued 2nd Show Cause Notice. After receiving explanation of the delinquent Sri Sunil Kumar Rooj before passing Dismissal Order he gave personal hearing to Sri Sunil Kumar Rooj. The Allahabad Bank has examined Sri I. K. Sinha as MW1 in the Tribunal on point of fairness of enquiry. Sri I. K. Sinha the Enquiry Officer has proved the enquiry proceeding on fairness of enquiry. Sri Sunil Kumar Rooj has cross-examined the MW1, Sri I. K. Sinha on 11.04.1997 and 03.09.1997 in the Tribunal. The learned predecessor of this Tribunal has decided the question of fairness of enquiry as preliminary point on 03.09.1997. The learned predecessor has passed the order on order sheet dated 03.09.1997 and has held that *"There is no invalidity in the enquiry proceeding."* The argument of learned union representative on behalf of workman Sri Sunil Kumar Rooj has no force.

16. Hon'ble Supreme Court in **Nirmala J. Jhala v/s State of Gujarat and other, 2013 LAB. I.C. 2113** has held that :

"The disciplinary proceedings are not a criminal trial, and in spite of the fact that same are quasi-judicial and quasi-criminal, doctrine of proof beyond reasonable doubt, does not apply in such cases, but the principle of preponderance of probabilities would apply. The court has to see whether there is evidence on record to reach the conclusion that the delinquent had committed a misconduct."

17. Hon'ble Supreme Court **Commissioner of Police, New Delhi v/s Narender Singh, 2006 (109) FLR 852** has held that :

"Law is well settled that if an employee has been acquitted of criminal charge, the same by itself would not be a ground not to initiate a departmental proceeding against him or to drop the same in the event and order of acquittal is passed."

18. In view of Hon'ble Apex Court exoneration in criminal case by court will not afford opportunity to claim non-prosecution in departmental proceeding. The object of criminal proceeding in court and departmental proceeding by department are different. The object of prosecution in criminal proceeding in court is to punish the offender for his alleged act of crime, whereas the object of departmental proceeding is to cure civil wrong and to punish for his misconduct by pursuing rules in particular department. The Hon'ble Apex Court has also opined that evidence in departmental proceeding need not to be proved like a criminal case. In criminal case the guilt of accused is proved by evidence to the hilt of beyond reasonable doubt. But concept of 'beyond reasonable' doubt is not applicable to departmental enquiry. Every establishment lays down certain rules and regulations apart from the Government's rules and regulations for better, effective and efficient working of the establishment. For such purpose an establishment also constitutes its own rules as per the provision of Labour and Industrial Laws so as to punish these employees who commits any wrong or misconduct under the course of employment. Disciplinary proceeding will judge the degree and consequences of misconduct committed by an employee. The concept of misconduct on the part of an employee arises out of the terms and conditions, the contract of service and is intimately connected with the rules of discipline and rules and regulation governing their employment. Any act in violation of such rules and regulation will be a misconduct. If an employee fails to perform work at the command or order of his superior and in the method or manner he requires to do, the employee is guilty of misconduct and the misconduct then constitutes justification for punishment. The said punishment may take various forms i.e. warning, demotion, fine, stoppage of increment,

discharge and dismissal from service depending upon the gravity of the misconduct committed by the employee during course of employment.

19. Karnataka Bank Limited v/s A. L. Mohan Rao (2006) 1 SCC 63 :

In this case the delinquent employee was charged that he had colluded with one of the branch managers and enabled grant of fictitious loan. The Hon'ble High Court interfered with the punishment of dismissal and ordered re-instatement on sympathetic ground even when misconduct was proved. The Hon'ble Supreme Court reversed the judgment of Hon'ble High Court and held that court should not be guided by misplaced sympathy.

20. The present case at hand, the misconduct of delinquent is rather more serious. He has deliberately taken unauthorized withdrawal of cash from account of different depositors for his wrongful gain.

21. The delinquent workman has relied on **Union of India v/s H. C. Goel, AIR 1964 SC 364** the Hon'ble Supreme Court has held that :

“ Findings of facts recorded by an enquiry officer entrusted with the work of holding a departmental enquiry into misconduct of Government servant under Rule 55 of the Civil Services (Classification, Control and Appeal) Rules are not binding on the Government. The view on evidence adduced against the Government servant and proceed on the basis that the conclusions of fact recorded by the enquiry officer were unsound and erroneous. Consequently where the enquiry officer has made a report in favour of the Government servant but the Government taking a contrary view issues a second notice which subsequently results in the dismissal of the government servant, the action of the Government cannot be said to be in contravention of the constitutional safeguards afforded by Act 311 (1) and (2) of the Constitution. ”

22. The delinquent workman has relied on **Surath Chandra Chakrabarty v/s State of West Bengal, AIR 1971 Supreme Court Page 752 :**

In this case the departmental enquiry was conducted against Assistant Director of Fire Services and Regional Officer Calcutta Industrial Area. The proceeding was conducted under Fundamental Rule 55 of Central Service (Classification, Control and Appeal) Rules. The appellant delinquent was not supplied the statement of allegations for which he repeatedly requested to supply, charges were extremely vague and indefinite. In spite of this he was not informed about the fact and circumstances and particulars. Appellant delinquent was denied a proper and reasonable chance to defend himself the Hon'ble Supreme Court held that there was violation of rules.

23. The delinquent workman has relied on **M. V. Bijlani v/s Union of India and others (2006) 5 Supreme Court Cases 88 :**

In this case disciplinary proceeding was initiated after 6 years of incident. Even though departmental enquiry concluded in seven years, the Enquiry Officers ignored the statement of witness which was against the department. Enquiry Officer wrongly relied on police report which was not even proved. The Hon'ble Supreme Court in view the fact directed the re-instatement of delinquent with 50 % back wages.

24. I have perused the case law on which reliance has been place by Sri Sunil Kumar Rooj. I am in respectful agreement with the view propounded by the Hon'ble Apex Court. But the facts of present reference are quite different from the facts of the case law relied by Sri Sunil Kumar Rooj.

25. It has been proved in departmental enquiry by the management of Allahabad Bank against the concerned workman Sri Sunil Kumar Rooj that Sri Sunil Kumar Rooj held a place of trust and confidence. While discharging the duties of Peon cum Farrash due to shortage of staff he was performing the Clerical duties. While holding such a position he was in a position to manipulate the documents. He withdrew the cash from the Account holders of the bank by forging the relevant documents. He defalcated the money from account of respective account holders for his personal wrongful gain and for wrongful loss to the bank. He lost the confidence of management of bank by his misconduct. Therefore management of Allahabad Bank dispensed with the services of delinquent because in the opinion of the management to continue the delinquent further in the service would not only be embarrassing but would be detrimental to the interest of functioning of bank as well as security to the establishment. The Financial Institutions like banks are public sector undertaking. They are custodian of public money and are consequently accountable to public, for their deposits in bank. If such defalcation of money and forgery go unpunished by department, not only the functioning of bank could be jeopardized but faith of public will also shatter. Keeping in view the gravity of misconduct of delinquent Sri Sunil Kumar Rooj the punishment of dismissal from service is quite proportionate to the proven guilt and does not require interference by Tribunal.

26. In view of discussion above, the action of management of Allahabad Bank, Ukhra Branch, District - Burdwan, in dismissing Sri Sunil Kumar Roop Peon cum Farrash, w.e.f. 03.09.1987 is 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, 25 नवम्बर, 2016

का.आ. 2315.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार चैन्नई कन्टेनर टर्मिनल लि. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चैन्नई के पंचाट (संदर्भ सं. 118/2014, 119/2014, 120/2014, 122/2014 एवं 4/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25.11.2016 को प्राप्त हुआ था।

[सं. एल-33012/01/2014-आईआर (बी-II),

सं. एल-33012/02/2014-आईआर (बी-II),

सं. एल-33012/04/2014-आईआर (बी-II),

सं. एल-33012/05/2014-आईआर (बी-II),

सं. एल-33012/03/2014-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 25th November, 2016

S.O. 2315.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 118/2014, 119/2014, 120/2014, 122/2014 and 4/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of M/s.. Chennai Container Terminal Ltd. and their workmen, received by the Central Government on 25.11.2016.

[No. L-33012/01/2014-IR (B-II),

No. L-33012/02/2014-IR (B-II),

No. L-33012/04/2014-IR (B-II),

No. L-33012/05/2014-IR (B-II),

No. L-33012/03/2014-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

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

Thursday, the 27th October, 2016

Present : K. P. PRASANNA KUMARI, Presiding Officer

ID Nos. 118, 119, 120, 122 of 2014 and ID 4 of 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 Chennai Container Terminal Ltd. and their workman)

BETWEEN :

1. Sri G. Suresh Kumar : Petitioner in ID 118 of 2014
2. Sri R. Harikrishnan : Petitioner in ID 119 of 2014

3. Sri G. Bhuvanesh : Petitioner in ID 120 of 2014
 4. Sri S. Balachandran : Petitioner in ID 122 of 2014
 5. Sri K. Lakshmanan : Petitioner in ID 4 of 2015

AND

The Chief Executive Officer-cum Director : 2nd Party/Respondent
 M/s. Chennai Container Terminal Ltd.
 C/o Chennai Port Trust, Old Admn. Office Bldg.
 Chennai-600001

Appearance :

For the 1st Party/Petitioners : M/s. Row & Reddy, Advocates
 For the 2nd Party/Respondent : M/s. S. Ramasubramaniam & Associates, Advocates

S.No.	ID No.	Reference No. & Date	Name of the I Party S/Sri	Name of the II Party
1.	118/2014	L-33012/01/2014-IR (B.II) dated 18.11.2014	G. Suresh Kumar	The Chief Executive Officer-cum-Director M/s. Chennai Container Terminal Ltd. Front Officer, C/o Chennai Port Trust Old Administrative Office Building 1, Rajaji Salai Chennai-600001
2.	119/2014	L-33012/02/2014-IR (B.II) dated 19.11.2014	R. Harikrishnan	The Chief Executive Officer-cum-Director M/s. Chennai Container Terminal Ltd. Front Officer, C/o Chennai Port Trust Old Administrative Office Building 1, Rajaji Salai Chennai-600001
3.	120/2014	L-33012/04/2014-IR (B.II) dated 19.11.2014	G. Bhuvanesh	The Chief Executive Officer-cum-Director M/s. Chennai Container Terminal Ltd. Front Officer, C/o Chennai Port Trust Old Administrative Office Building 1, Rajaji Salai Chennai-600001
4.	122/2014	L-33012/05/2015-IR (B.II) dated 19.11.2014	S. Balachandran	The Chief Executive Officer-cum-Director M/s. Chennai Container Terminal Ltd. Front Officer, C/o Chennai Port Trust Old Administrative Office Building 1, Rajaji Salai Chennai-600001
5.	4/2015	L-33012/03/2014-Ir (B.II) dated 19.12.2014	K. Lakshmanan	The Chief Executive Officer-cum-Director M/s. Chennai Container Terminal Ltd. Front Officer, C/o Chennai Port Trust Old Administrative Office Building 1, Rajaji Salai Chennai-600001

COMMON AWARD

The Central Government, Ministry of Labour & Employment vide the above order of references referred the IDs mentioned above to this Tribunal for adjudication.

2. The schedule mentioned in the orders of reference in the above IDs are as under:

ID 118/2014

“Whether the action of the management of Chennai Container Terminal Ltd., Chennai regarding termination of the services of Sri G. Suresh Kumar is justifiable or not? What relief the workman is entitled to?”

ID 119/2014

“Whether the action of the management of Chennai Container Terminal Ltd., Chennai regarding termination of the services of Sri R. Harikrishnan is justifiable or not? What relief the workman is entitled to?”

ID 120/2014

“Whether the action of the management of Chennai Container Terminal Ltd., Chennai regarding termination of the services of Sri G. Bhuvanesh is justifiable or not? What relief the workman is entitled to?”

ID 122/2014

“Whether the action of the management of Chennai Container Terminal Ltd., Chennai regarding termination of the services of Sri S. Balachandran is justifiable or not? What relief the workman is entitled to?”

ID 4/2015

“Whether the action of the management of Chennai Container Terminal Ltd., Chennai regarding termination of the services of Sri K. Lakshmanan is justifiable or not? What relief the workman is entitled to?”

3. On receipt of the Industrial Dispute this Tribunal numbered it as IDs 118/2014, 119/2014, 120/2014, 122/2014 and 4/2015 and issued notices to both sides. Both sides entered appearance through their counsel and filed Claim and Counter Statement respectively.

4. The averments in the Claim Statement filed by the petitioner in ID 118/2014 are as below:

The Respondent had taken over the entire Container Handling Operation of Chennai Port Trust in 2001 for a period of 30 years. Initially the Respondent Company was incorporated by P&O Ports, Australia. In 2006 it was transferred to DP World. It has been handling container terminal operations in 5 Ports viz. Chennai Container Terminal Pvt. Ltd., India Gateway Terminal Pvt. Ltd., Mundra International Container Terminal Pvt. Ltd., Nhava Sheva International Container Terminal Pvt. Ltd. and Visakha Container Terminal Pvt. Ltd. The petitioner joined service of the Respondent as Checker in December, 2001. In May 2005 there was strike by more than 400 workmen of the Respondent. In order to weaken the bargaining power of the workmen the Respondent gave namesake promotions to some of them as Junior Officer Grade-I. The Respondent did not mention the nature of work to be discharged in the post of Officer. The petitioner was designated as Junior Officer on 01.06.2005. In spite of this, he continued to do the work of Checker. There was some slight increase in the pay of the petitioner. In April 2011 the petitioner was designated as Officer. After this also he was doing the work of Checker. The Operators who joined as Checker with the petitioner are drawing more salary though they continue to enjoy the protection of the Industrial Disputes Act. Since the Respondent was adopting dual standards in wage pattern the employees joined Madras Port Trust Employees Union to ventilate their grievances. On 14.02.2013 the Union placed a Charter of Demands stating that the benefits of the settlement dated 19.01.2011 entered into between the Respondent and CCTEU should be extended to the so-called Supervisory Staff / Officers also. As the Respondent failed to accede to the demands of the Union a strike notice was given. On 17.07.2013 the Union furnished a list of members to the Conciliation Officer and requested him to direct the Respondent to protect the service conditions of the workmen during the pendency of the proceedings. The Respondent who came to know that the petitioner had joined HMS Union transferred him to Mundra International Container Terminal Pvt. Ltd. w.e.f. 01.08.2013 and gave time to join the said terminal till 14.08.2013. This mala fide transfer was brought to the notice of the Conciliation Officer. The Conciliation Officer directed the Respondent to maintain status-

quo. But the Respondent sent a letter on 06.08.2013 stating that action will be taken if the transfer order is not obeyed. The transferred workers including the petitioner moved the High Court by filing Writ petition No. 22492/2013. When the matter came up for hearing the Respondent withdrew the transfer order. Instead of directing the petitioner to report for duty at Chennai the Respondent issued an order of termination on 21.04.2014. The petitioner sent a representation to the Respondent stating that the transfer is against the provisions of the Industrial Disputes Act. It sent a reply justifying the stand on the ground of surplus manpower in Chennai. The termination of the petitioner from service is contrary to the Section-33 of the Industrial Disputes Act and is in violation of Section-25(G), 25(H) and 25(F) of the Act. The action of the Respondent in transferring the petitioner is contrary to the terms of the Appointment Order. The Respondent cannot transfer a workman to another terminal without the consent of the workman as each terminal are separate entities. While terminating the petitioner, the Respondent has retained most of the juniors. The action of the Respondent in terminating the petitioner amounts to retrenchment. An Award may be passed directing the Respondent to reinstate the petitioner in service with backwages, continuity of service and all attendant benefits.

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

The dispute is not maintainable as the petitioner is not a workman under Section-2(s) of the Industrial Disputes Act. The petitioner was working as Documentation Supervisor in Management Cadre and is not a workman. The petitioner was earlier working as Checker. Lastly he was working as Documentation Supervisor in the Operations Department of the Respondent. Four employees including contract employees were working directly under him. He was personally supervising the work. As per the HR Policy and Procedure Manual of the Respondent inter-terminal transfer of employees in management cadre are in vogue. Transfer is one of the conditions as per Clause-2 and Clause-15 of the Promotion letter issued to the petitioner. The petitioner having been working in Management cadre, he is liable to be transferred. The service conditions of the Officers are different from the service conditions of the workman category. The petitioner who had joined service in the Respondent on 14.12.2001 as Checker continued to work as Checker till 2005. The petitioner was promoted as Junior Officer in May 2005. Later he was elevated to the post of Officer based on performance appraisal. The petitioner had several duties as Documentation Supervisor. Due to reduction in the volume of business handled by the Respondent in Chennai it was decided that instead of terminating the services of persons identified in Officers category they could be utilized in the subsidiary companies if they accept and if not they could be considered for discharge. Some other terminals where the Respondent was doing business have increase in the volume of business so it was decided to accommodate the surplus Officers in the other terminals. The petitioner who was in officer's category and found surplus was transferred to Nhava Sheva International Terminal, Mumbai on 25.07.2013. The petitioner and four others who were transferred raised dispute before the Conciliation Officer on 30.07.2013. In the meanwhile, they moved the High Court by a Writ Petition on the pretext that they are workmen. An ex-parte order was passed in favour of the petitioner staying the transfer. The Respondent Management issued a letter to the petitioner and other transferred employees on 19.08.2013 informing them that they will be treated as on the rolls of Chennai Container Terminal Pvt. Ltd., Chennai though they need not report for duty. Later the Respondent moved a petition seeking permission to terminate the services of the employees who had refused to accept the order of transfer. The High Court observed that permission is not necessary for further action as it is for the Respondent to take a decision. The Respondent thereafter decided to terminate the service of the petitioner. The petitioner is not entitled to any relief.

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

7. The petitioner in ID 119/2014 had joined the service of the Respondent as Serviceman on 10.10.2001. He was transferred by the Respondent to Mundra International Container Terminal Pvt. Ltd. This petitioner also has alleged in his Claim Statement that consequent to the strike in the establishment in May 2005 the operations of the establishment had come to a halt and later in order to weaken the bargaining power of the workmen he was given namesake promotion as officer Grade-I and later promoted as Officer and subsequently as Senior Officer but all along he was discharging the work of Serviceman itself. Since the petitioner refused to comply with the order of transfer he is said to have been terminated from service on 21.04.2014. This petitioner also has claimed the relief of reinstatement in service with backwages and other benefits.

8. The petitioner in ID 120/2014 had joined the service of the Respondent as Checker in May 2005. He was also promoted as Junior Officer in March 2006 and as Officer in February 2008. In 2010 he was given the designation of Senior Officer. This petitioner has also stated in the Claim statement that he was discharging the work of Checker only all along in spite of the namesake promotions. He was transferred to Nheva Sheva International Container Terminal Pvt. Ltd. He refused to oblige the order of transfer and he was terminated from service. This petitioner also has claimed that he was all along a workman only and was not liable to be transferred and that his termination from service is by way of victimization. He has also claimed the relief of reinstatement with backwages and other attendant benefits.

9. The petitioner in ID 122/2014 also had joined the service of the Respondent as Checker on 15.10.2011. He was promoted as Junior Officer in 2005, as Officer in 2010 and as Senior Officer in 2012 with some slight hike in the salary. This petitioner was also transferred to Nheva Sheva International Container Terminal Pvt. Ltd. This petitioner also has been terminated from service after he refused to comply with the order of transfer. He too has claimed that he comes under the workman category in spite of namesake promotions and was not liable to be transferred and that his termination is not legal and he is entitled to be reinstated in service with backwages and other attendant benefits.

10. The petitioner in ID 4/2015 had joined the service of the Respondent as Checker on 04.10.2001. He was designated as Operator RTG in 2005 and was asked to discharge the work of Checker at times of need. In 2009 he was designated as Junior Officer but continued to do the work of Checker. He was also transferred to Mundra International Container Terminal Pvt. Ltd. Subsequently he was terminated from service by order dated 21.04.2014. This petitioner has also contended that he was all along a workman and his termination is illegal and he is entitled to be reinstated in service with backwages and other attendant benefits.

11. In all the other IDs the Respondent had filed Counter Statement raising contentions similar to those raised in ID 118/2014.

12. The five IDs were decided to be tried jointly as the Respondent in all the IDs is the same and the issues to be decided in all the petitions also are similar.

13. The evidence was recorded in ID 118/2014 treating this as the main case. The evidence consists of oral evidence of WW1 and MW1 and MW2 and also documents marked as Ext.W1 to Ext.W189 and Ext.M1 to Ext.M214.

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

- (i) Whether the termination of the petitioner in the respective IDs is legal and justifiable?
- (ii) What, if any is the relief to which each of the petitioners are entitled?

The Points

15. The five petitioners have raised independent disputes consequent to their termination from service from the Respondent establishment on 21.04.2014. All the petitioners have joined the establishment in the year 2001, four of them as Checkers and one as Serviceman. At the time of termination they were working as Officers, the petitioner in ID 118/2014 and ID 4/2015 as Junior Officer and the petitioner in ID 119/2014, ID 120/2014 and ID 122/2014 as Senior Officer.

16. The petitioners have specifically stated in their respective Claim Statements that though they were given the designation of Officers, they were not working in any supervisory or managerial capacity but always continued to do the same work as they were doing immediately after their appointment and they continued to be workmen as defined in the Industrial Disputes Act. They have stated that though they were given promotions, they were name sake with some slight increase in the pay-scale but this was done only to weaken the bargaining capacity of the employees and they continued to work as earlier, in spite of the promotions. The Respondent had resisted this contention in the Counter Statement stating that none of the petitioners were workmen as defined in Section-2(s) of the Industrial Disputes Act at the time of the termination but they were working as Officers in Management cadre. According to the Respondent, the petitioners being in Managerial cadre the dispute is not maintainable before this Tribunal.

17. In view of the rival contentions put forth by the parties the initial question to be considered is whether the petitioners were workmen to whom the provisions of the Industrial Disputes Act are applicable at the time of their termination. Only if the answer is in the affirmative there is necessity to probe into the merits of the other contentions raised by the parties.

18. Suresh Kumar, the petitioner in ID 118/2014 had been promoted as Junior Officer in 2005 and as Officer in 2010 and was working in the Operation Department at the time of the termination. Harikrishnan, the petitioner in ID 119/2014 was also promoted as Officer in 2005 and as Senior Officer in 2007 and was working in Maintenance Department. Bhuvanesh, the petitioner in ID 120/2014 was promoted as Junior Officer in 2005, as Officer in 2008 and Senior Officer in 2010 and were working in Operation Department. Balachandran, the petitioner in ID 122/2014 was promoted as Junior Officer in 2005, as Officer in 2010 and Senior Officer in 2012 and was also working in the Operation Department. Lakshmanan, the petitioner in ID 4/2015 was promoted as RTG Operator in 2005 and as Junior Officer in 2009. He was also in the Operation Department at the time of termination. The essential question to be

considered is whether in spite of their designation as Officers they were doing the work of workman only and not carrying out any work in Managerial cadre or having any supervisory position.

19. What are the factors to be considered in deciding whether an employee is only a workman or one working in Managerial cadre? Both sides have relied upon judicial pronouncements in support of their contentions. As contemplated in Section-2(s) of the Industrial Disputes Act, to be a workman a person must be employed in any industry to do a manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied. However, this definition is subject to certain exceptions including Clause-V which states that a person employed in a supervisory capacity and draws wages exceeding Rs. 10,000/- per mensem or exercises either by the nature of the duties attached to the Office or by reason of the powers vested in functions mainly of a managerial nature is not a workman. So if an employee is to be outside the purview of Section-2(s) of the Act, (i) he should be one employed in a supervisory capacity (ii) must be drawing wages exceeding Rs. 10,000/- and (iii) by nature of the duties attached to his office or because of the powers vested in him must be functioning in managerial capacity mainly. Thus the very definition would show that it is not enough that the name of the post carries with it a position indicating supervisory capacity or managerial cadre. On the other hand, his work should be of such a nature that he should be working in supervisory capacity and drawing the required amount or working in Managerial cadre, doing managerial functions.

20. The counsel for the petitioner has referred to the decision of the Apex Court in SONEPAT COOPERATIVE SUGAR MILLS LTD. VS. AJIT SINGH reported in 2005 3 SCC 232 to throw light on the question as to who is a workman. The Apex Court has held in the above decision that a person would come within the purview of the definition of workman if he is employed in any industry and performs any manual, unskilled, skilled, technical, operational, clerical or supervisory work. It was further observed that the job of a Clerk ordinarily implies stereotype work without power of control or initiative or creativeness. The question as to whether the employee has been performing a Clerical work or not is required to be determined for arriving at a finding as regards the dominant nature of the work and the issue as to whether an employee answers the description of the workman or not has to be determined on the basis of conclusive evidence, it was further held.

21. The counsel for the petitioner has also referred to the decision ANAND REGIONAL COOPERATIVE OILSEEDS GROWERS UNION LTD. VS. SHAILESH KUMAR HARSHADBHAI SHAH reported in 2006 6 SCC 548. Here the Apex Court has held that while considering the question whether an employee is a workman or not undue importance need not be given for the designation of an employee or the name assigned to or the class to which he belongs. On the other hand, what is needed to be asked is what are the primary duties he performs. For this purpose, it is necessary to prove that there were some persons working under him whose work is required to be supervised. Being in-charge of a section alone and that too a small one relating to quality control would not answer the test, it was further held. The decision has quoted the earlier decision 1970 3 SCC 248 (ANAND BAZAR PATRIKA PVT. LTD. VS. WORKMEN) where it was held that whether a person is employed in a supervisory capacity or on clerical work depends upon whether the main and principal duties carried out by him are those of a supervisory character or of a nature carried out by a Clerk and if a person is mainly doing supervisory work but incidentally or for a fraction of the time also does some Clerical work it would have to be held that he is employed in supervisory capacity and conversely if the main work done is of Clerical nature the mere fact that some supervisory duties are also carried out incidentally or as a small fraction of the work done by him will not convert his employment as a Clerk into one in a supervisory capacity. If a person is having power or control or supervision in regard to recruitment, promotion, etc. the work involves exercise of tact and independence and it is a supervisory work, it was held. Thus it is clear that irrespective of the designation given to the position what is to be considered is the nature of the duties of the concerned employee.

22. The counsel for the Respondent has argued that the petitioners have not proved their case that they continued to be workmen at the time of their termination. The counsel has pointed out that it is essentially upon the employee to plead and prove that he is a workman. Reference was made to the decision in MUKESH K. TRIPATHI VS. SENIOR DIVISIONAL MANAGER, LIC AND OTHERS reported in 2004 8 SCC 387 in this respect. This decision lays down that an employee has to plead and prove his case that he is a workman. Reference was also made to the decision in DEOGIRI NAGARI SAHKARI BANK LIMITED VS. RAVINDRA BALAKRISHNA DESHPANDE reported in 2015 SCC ONLINE 6314. Referring to several earlier decisions the position that the employee is to establish that he is a workman was reiterated in the above case. So there is no doubt that it is essentially upon the employee to plead and prove the case that he is a workman and is entitled to the benefits of the provisions of Industrial Disputes Act.

23. The basis for the argument of the counsel for the Respondent that the petitioners have not established their case that they are workmen is that except Bhuvanesh, the petitioner in ID 120/2014, none of the other petitioners have come forward to give evidence to prove their stand. Bhuvanesh examined as WW1 has stated that his evidence is on behalf of the other petitioners as well. The documents in respect of other petitioners were also marked through this witness. This

witness has stated in his affidavit in lieu of Chief Examination that the petitioners except Harikrishnan who joined as Serviceman have joined as Checkers and that they continued to do the same work they were doing immediately after their appointment even after their so-called promotions. He has stated that there was a strike in the establishment in May 2005 and operation of the establishment had come to a halt for 13 days and consequently the Respondent, in order to weaken the bargaining power of the workmen had given namesake promotions with very slight increase in the pay-scale. He has pointed out that the promotions of all the petitioners have taken place in 2005 immediately after the strike. However, during cross-examination this witness is not very assertive regarding the work that were carried out by the other petitioners. He has stated during his cross-examination that the other petitioners were doing work different from that of his and he has no direct personal knowledge of the actual work done by the petitioners in other disputes except from what they have told him. Referring to this evidence of WW1 it has been argued by the counsel for the Respondent that this witness is not competent to speak about the other petitioners and in the absence of evidence by the other petitioners it is as good as there is no proof at all regarding the status of the other petitioners. There is no doubt that it is essentially on the employees to prove that they are workmen. But proof does not mean oral evidence by the concerned persons only. On the other hand, it is the sum total of the entire evidence on behalf of the petitioners as well as of the Respondent. There are the undisputed documents produced and marked on the side of the petitioners. Apart from this is the evidence of WW1 to the extent it can be relied upon. Then there is also the evidence of MW1 and MW2, two competent witnesses examined on behalf of the Respondents and the voluminous documents marked on the side of the Respondent in its attempt to establish that the petitioners do not come under the category of workman. When both sides adduce evidence, the question of burden of proof pales into insignificance. In the decision in CHOLAN ROADWAYS LTD. VS. THIRUGNANASAMBANDAM reported in 2005 3 SCC 241 it has been held that the Industrial Tribunal should have applied the correct standard of proof in relation to a domestic enquiry which is preponderance of probability and so also the principle of *res ipsa loquitur* should have been applied. In the present case both sides have adduced evidence and preponderance of probability is to be applied to find out whether there is enough proof to show that the petitioners are workmen or not.

24. Now it is to be seen from the evidence whether there is sufficient material to come to a conclusion whether the petitioners are workmen or not. As already stated the counsel for the Respondent has been referring to the ignorance put forth by WW1 regarding the nature of work of other petitioners at the time of their termination. The counsel has also pointed out that now there is no post of Checker at all in the Respondent establishment. Ext.M132 to Ext.M137 are contracts produced to show this. These documents would show that from 2005 onwards Checkers are employed through Contractors and not directly. The clause in these contracts for example in Ext.M132 states that the Gate operations are to be carried out by the contractual employees who are Checkers. Of course, it is not disputed that the Respondent is not having the post of Checkers now. They manage the work of Checkers through contract employees. Abolition of the post of Checkers does not mean that the establishment does not have the work of Checkers any more. On the other hand, the work continue to be very much essential for the establishment but they were getting these done indirectly through Contractors. It could also be seen that the Management has given up the practice of appointing Checkers directly after the strike which occurred in the establishment in the year 2005. Merely because the practice of appointing Checkers was discontinued it cannot be concluded that those persons who were working as Checkers could not continue to do the same work. So Ext.M132 to Ext.M137 or Ext.M138 to Ext.M145, the annual returns under the CLRA Act do not lead to a conclusion that the petitioners could not have been doing the work they were doing earlier even after they were given promotion.

25. Another set of documents relied upon by the counsel for the Respondent are various settlements entered into by the Respondents with its workmen and marked as Ext.M93 to Ext.M95, Ext.M96 and Ext.M97. Each of the settlement contains a list of the workmen as Annexure to the Settlement. It is pointed out by the counsel for the Respondent that though in Ext.M93, the settlement of 2007 the names of all the petitioners are shown in the annexure as workmen, in Ext.M94 only the name of Lakshmanan, the petitioner in ID 4/2015 is there and in Ext.M95, Ext.M96 and Ext.M97 the names of none of them find a place. According to the counsel for the Respondent this is indication of the fact that after promotion the petitioners were not having the status of workmen but they were in the managerial cadre. The contention of the petitioner, as already stated is that the promotions are namesake to weaken the bargaining capacity of the employees and do not do any good to them nor put them in Management cadre. If the intention of the Respondent was to see that the petitioners are plucked of their wings by denying them the status of workman and giving them the glorified names of Officers without giving them any benefit alongwith it, the names of the petitioners certainly would not be there in the settlements that were entered into after the promotions which according to the petitioners are namesake.

26. What is the change the promotions have given to the petitioners? Do they come under managerial category by this? Ext.W4, Ext.W36, Ext.W67 and Ext.W105, Ext.W133 are the promotion orders. Ext.M133, the promotion order in favour of Lakshmanan, the petitioner in ID 4/2015 can be taken as an example. This order promotes him as Junior

Officer as on 31.03.2009. He will be getting salary of Rs. 16,570/- by this promotion. This order specifically states that after promotion he will be governed by the service rules of the Respondent. The order does not state what will be his duties on promotion. This is the case with the other promotion orders as well. The Respondent has elaborated the duties of the petitioners in the respective Counter Statements. A document referred to as copy of job description issued by the Respondent to the petitioner is also produced in all the petitions. These are marked as Ext.M92, Ext.M107, Ext.M112, Ext.M114 and Ext.M121. There is nothing to show that the respective job descriptions were ever served on the petitioners. MW1 examined on behalf of the Respondent has admitted that there is nothing to show that the concerned documents were served on the petitioners to enlighten them on their duties and responsibilities on promotion. Will these documents reveal that the petitioners were working in Managerial cadre on their promotion? Before referring to job description given in these documents, it is necessary to go into the exact nature of the work carried out by the Respondent. It had taken contract from Chennai Port Trust to handle its container operations for a period of 30 years. Ext.M92, one of the job description purportedly given to the petitioner in ID 4/2015 states that the purpose of the job is to control the yardside / shipside activities to achieve shift targets and to control, coordinate and integrate container vessel operations and employees. The person is stated to be responsible to ensure that all personnel under his control effectively perform their task in achieving daily operational requirements. All the job descriptions including Ext.M92 are seen generated on 1st January, 2013 after the dispute was raised. These do not state much about controlling the subordinates except something very vague. It could be seen from the admission of MW1 that the so-called control if any is only on the contract workers and not on the employees of the Respondent.

27. Ext.M104, Ext.M105, Ext.M106 and Ext.M123 are copies of e-mail messages produced by the Respondent intending to show that the petitioners were carrying out work of a supervisory nature and were having managerial capacity. These documents can be examined one by one. Ext.M104 is an e-mail sent by WW1, the petitioner in ID 120/2014. He is referred to as Gate Supervisor in the message. This e-mail addressing the Operation Superintendent states that about 200 people consisting of Drivers, Clerks, Truck Owners, etc. are waiting for delivery and there is pressure at the gate and due to push at the door, the door glass was broken. There is also a request to the Superintendent to issue Form-13 to all transporters. This message certainly does not reveal anything done by WW1 in supervisory capacity. It is only a report given by him to the Superintendent regarding the state of affairs at the gate. Ext.M105 also is an e-mail message by WW1 to the Superintendent. This only gives the report regarding stoppage of work during the third shift. This does not reveal any control of the subordinates or any management on the part of WW1. Ext.M106 is the copy of e-mail sent by the petitioner in ID 118/2014. This is a message sent by him to other Supervisors working at the yard, gate, vessel, tower control, etc. This just states that special permission has been granted for a particular vessel of which number is given in the message. This does not show that permission is granted by the sender. There is nothing to show that he has the authority to give permission also. Even if it is so, it cannot be termed as managerial capacity. Ext.M123 is an e-mail message sent by Lakshmanan, the petitioner in ID 4/2015. This is in the form of a report sent by him to the Operations Superintendent. This informs that some employees have used escort vehicles for some other purpose and he had questioned the concerned persons and had told them to take permission first. This will not show that permission is to be obtained from the petitioner. To make the work of a person managerial in nature it is not enough that he is doing some kind of work which is supervisory. On the other hand, his main work should be managerial and should have capacity to control his subordinates and to take action against his subordinates. Noticing the irregular conduct of a workman and reporting it to his superior officer will not make a person in a position in managerial capacity. A Copying Superintendent in a Court of Law will be controlling the copyists and would be giving instructions to them regarding the work to be done and also distributing the copies. But in spite of this, he could not be said to be working in a managerial capacity for the reason that his work is of a copyist mainly and he does not have any authority to control them or take action against them. In the same manner those who are working as Yard Supervisor, Vessel Supervisor or Document Supervisor could not be said to be working in managerial capacity. The e-mail messages produced are not of any use in establishing that the petitioners herein are working in managerial capacity and not as workmen.

28. In fact the admission made by MW1 during his cross-examination very much shatters the case of the Respondent that the petitioners are not workmen. He has admitted during his cross-examination that as seen from Ext.M106 e-mail, Suresh Kumar has posted Form-13. He would state that usually Form-13 is posted by the Checker and only if the Checker is not available it is done by the Supervisor. However, this admission is indicative of the fact that in spite of the promotion and new designation given Suresh Kumar continued to do the same work. What MW1 has stated during his cross-examination is that the work of WW1 as Gate Supervisor includes monitoring the work of a Checker. At the same time he admitted that the Checkers are only contract labourers. There is no case for MW1 that there are any employees of the Respondent under WW1. Controlling the contract labourers is the task of the Contractor and not of the employees of the Respondent, in the normal course. As seen from the admission of MW1 the Supervisor at the gate (in which capacity WW1 was working at the time) will be asked to clear the traffic jam, if any at the gate. Though MW1 has stated that the petitioners would be supervising the work of QC Operators and RTG Operators, no documents are produced to this effect in spite of the voluminous documents that were produced. MW1 has admitted that none of

the petitioners have any cheque signing powers. They do not have any financial powers at all. Again, they do not have any power to issue warning to the employees of the Respondent but only to the Checkers and Surveyors who are contract labourers, as stated by MW1. However, the contract workers, not being employees of the Respondent, any employee of the Respondent in managerial cadre could not be expected to have any power to issue any warning letter to the contract workers. Ext.M120, an e-mail message sent by Balachandran, the petitioner in ID 122/2014 is put forth as a warning letter issued by him. However, it is only a report given by Balachandran to a Senior Officer stating that a Checker was found sleeping during work time. Ext.M126 is an e-mail message by Lakshmanan to the Superior Officer informing that a Truck had run over the wall and the Driver was handed over to the concerned person and the Truck was locked. Thus the e-mail messages produced shows only that reports were given by some of the petitioners regarding the action of either of the contract workers or some others who had come to the Port in connection with the handling of goods.

29. MW2 has stated during his cross-examination that the Respondent establishment is having more number of Supervisors than workmen category. If this is the case there would be more than one Supervisor to control one workman alone. MW2 is the General Manager of the Administration Department. He admitted during his cross-examination that the petitioners are entitled to take disciplinary action against the contract employees only. At the same time he would state that the contract employees are employees of the Contractor and not of the Respondent. In effect the petitioners do not have any power to take any disciplinary action against any workers under the Respondent at all.

30. The Respondent has produced Ext.M51, Ext.M99, Ext.M100, Ext.M116 and Ext.M122 described as personal performance development plan also to support the case that the petitioners are not workmen. However, there is nothing in these documents to show that the petitioners were working in a managerial capacity. Ext.M109, the copy of the Store Issue Register in respect of the petitioner in ID 119/2014 or other such Registers in respect of other petitioners would not show that the petitioners are working in Managerial capacity.

31. It could be seen from the evidence that all the petitioners except Lakshmanan promoted immediately after the strike that had taken place in the establishment in May 2005. To add to this there is the admission on the part of Mw1 that the promotions were given to contain industrial unrest. As could be noticed almost all the employees in the Respondent establishment are having the designation of Officers. The number of Officers are much more than the number of workmen. Even the Driver of the establishment is given the designation of Officer. This itself reveals the method adopted by the Respondent to deny the workmen the benefits due to them and to cage them by giving them the nomenclature of Officers. Apart from this is the surprising fact that all the petitioners who according to the Respondent are in supervisory capacity are drawing about half the salary of those who are workmen and had joined during the same period. Ext.W27 is the salary slip of Suresh Kumar, petitioner in ID 118/2014. The salary he had drawn in August 2013 as seen from the document is 18,650/-. Ext.W175 and Ext.W176 are the salary slips in respect of some other persons working in the cadre of Officers, both below Rs. 20,000/-. Ext.W174 is the salary slip of Sultan Moideen who is admittedly working as Driver. He is given the designation of Junior Officer but given salary below Rs. 18,000/- as on February, 2013. Ext.W187 and Ext.W188 are the salary slips in respect of those who are working in workmen category. As per Ext.W187, Munusamy who had joined the establishment in 2001 and is working as QC Operator was drawing more than Rs. 50,000/- as salary in July, 2015. Ext.W188, the salary slip of Sukumar reveals that he had joined the establishment in 2001 and is working as RTG Operator and had drawn almost Rs. 50,000/- in August, 2015. If these salary slips are taken into account, the salary of the petitioners are almost half of the QC Operator or RTG Operator who are workmen and had joined the establishment at the same time as that of the petitioners. It is very odd that the petitioners who are said to be having supervising capacity and is having control over the subordinates are drawing half the salary of their subordinates only.

32. Ext.W186 is the Export Form-13 issued by the Respondent. The job of the Gate Supervisor seems to be mainly to issue such forms. It could not in any way be some work of Supervisory capacity but work of Clerical nature only.

33. Ext.W185 is a warning letter issued by the Head of Operations of the Respondent to Bhuvanesh, the petitioner in ID 120/2014. This tells him that on a particular day there was blockage of movement at the gate as the seal cutting and fixing activity for one door open units was not done. It is stated in the warning letter that this happened because of the failure on the part of Bhuvanesh in securing the tools and tackles. This is indicative of the nature of work done by the said petitioner whose designation is Junior Officer in the Operations Department in 2008. The work he was doing was that of a workman only.

34. Ext.M196 & Ext.M197 are the file notes regarding optimization from the Department of Engineering and Department of Operation respectively. The file states that Harikrishnan, the petitioner in ID 119/2014 and another have been selected for transfer. The details of these employees regarding their experience and expertise are also given. Both

of them at the time were having the designation of Senior Officer. In the column for experience for Harikrishnan it is stated that he was having experience on RTG and QC Crane Maintenance for 10 years. Same is the experience given in respect of Nagarajan, the other Senior Officer who is selected for transfer. Ext.M197 is the file note regarding approval for optimization of Operations Department employee strength. This gives the names of all the other petitioners as persons to be transferred. Lakshmanan, the petitioner in ID 4/2015 is Junior Officer and Suresh Kumar, petitioner in ID 118/2014 is Officer as per this. The other petitioners Balachandran and Bhuvanesh are Senior Officers, all in the Operations Department. Lakshmanan and Balachandran are described as persons having 10 years experience regarding Gate, Yard and Vessel Supervision and has good operational knowledge. Suresh Kumar is said to possessing good knowledge of CFS and documentation function and Bhuvanesh is said to be having experience comprising of Gate Supervision and knowledge in documentation. The description of the experience does not give any importance for the managerial job to be done by the petitioners. On the other hand importance is given only to their working capacities in areas referred to. Thus it could be seen that the details of experience given not essentially show that they were working in managerial capacity and were having authority to exercise any control over the employees below them or take any action against them.

35. As could be seen, the Respondent had produced whatever documents are available with it to show that the petitioners were in managerial capacity. However, none of the documents are sufficient to show that they were working in managerial capacity. On the other hand the documents show otherwise. What could be concluded from the documents on the part of the Respondent and the evidence of MW1 and MW1 itself is that the petitioners never had any managerial authority except to control the rush at the entry gate or some such minor supervisory work. It is true that other than WW1 the other petitioners have not come forward to justify their case that they continue to be workmen in spite of designation given to them as Officers. However when the preponderance of probability and circumstances are taken into account it is very much clear that the petitioners all along continued to be workmen and do the job of workman only mainly in spite of all the promotions conferred on them and the grand nomenclature given to their post. So they are to be treated as workmen. The contention of the Respondent that the petitioners do not come under the definition of workman as per ID Act and the disputes are not maintainable before this Tribunal for this reason is to be rejected.

36. The contention of the petitioner is that it is only on account of the strike notice and subsequent steps taken by them to have their demands as per the strike notice satisfied, all of them were transferred to different subsidiary companies of the Respondent. The counsel for the Respondent has pointed out that unless there is specific plea of victimization such contention of the petitioners could not be accepted. The counsel has referred to the decision in BHARAT IRON WORKS VS. BHAGUBHAI BALUBAI PATEL AND OTHERS reported in 1976 1 SCC 518 in this respect. The Apex Court has held here that victimization is a serious charge by an employee against an employer and therefore it must be properly and adequately pleaded giving all particulars upon which the charge is based to enable the employer to fully meet them. The onus of establishing a plea of victimization will be upon the person pleading it, it was further held. So definitely it is for the petitioners to show that the transfer and subsequent termination were by way of victimization.

37. The attempt on the part of the Respondent has been to show that the transfer as well as subsequent termination had become necessary because of the reduced volume of work at Chennai Port for the Respondent. The counsel has referred to several documents in the attempt to show that both transfers as well as termination were on account of this. Reference was made to Ext.W171 the copy of the petition filed by the Respondent herein in the Writ Petition against the order of transfer. In this the Respondent has requested to permit them to implement the decision taken by them to terminate the services of the petitioners herein. In the affidavit alongwith the application, by way of justification for termination, the Respondent has stated that there was reduction in the volume of work handled at Chennai unit and there is loss of business at Chennai and Officers category are in surplus and it is necessary to review the manpower in that category. It was further stated that it was for this reason the Officers including the petitioners were transferred. It is pointed out that the petitioners did not challenge this case in the affidavit regarding reduction in the volume of business in the High Court and it is to be treated as they have accepted this position. Reference was also made to Ext.M191, Ext.M193, Ext.M194, Ext.M182 and Ext.M185 in this respect. Ext.M191 is an e-mail of May 2013 referring to the discussion during a previous conference and states that attrition is continuing and there is need to take quick action. This e-mail is after the strike notice was given. Ext.M193 is the copy of minutes of a meeting with Regional HR, etc. regarding optimization of human resources. This is in June 2013. This has decided to explore the possibilities for transfer of some of the Officers on account of the drop in the volume of business. Ext.M194 is another minutes which decided to have a drive towards regaining market share and to put additional efforts on cost reduction. Ext.M182 is the copy of the balance sheet of March 2012 intended to show that the profit is less. Ext.M185 is the Director's report of June 2013 regarding the annual report for the year ending March 2013. This states that net profit of the financial year 2012-2013 was Rs. 328 million while that of 2011-2012 was Rs. 478 million. The activities

for market drive, the decision to transfer some of the Officers, etc. are said to have been based on the reduced profit of 2013 on account of reduced handling of business compared to that of 2012.

38. There might have been reduction in the volume of business and thereby in the profit for the Financial Year 2012-2013. But was it exactly the reason for the transfer of the petitioners or their subsequent termination? Was the reduction in the volume of business so drastic so as to take drastic steps even to the extent of sending away some of the employees so as to cause them loss their entire livelihood? On perusal of the documents, it could be seen that this was not so.

39. Before considering the question whether the transfers were malafide it could be seen whether there is sufficient foundation for such a case. In the Claim Statement the petitioners have stated that the transfers were malafide. It is stated in the Claim Statement that on 30.07.2013 itself the concerned union had brought it to the notice of the Conciliation Officer that the transfer is malafide as well as illegal. It is also stated that the transfer was only an offshoot of the workmen joining another union to ventilate their grievances and seeking to extend the benefit of the settlement dated 19.01.2011 to them also. The transfer is by way of counter attack on the workmen who had participated in the meeting of the new union in which they have joined, it is further stated. Even earlier, before the Conciliation Officer they have stated so. At the time of transfer the proceedings in respect of the demand of the union of which the petitioners are members to give them the benefit of settlement was pending before the Conciliation Officer. Ext.W164 is the letter written by the Union to the Deputy Chief Labour Commissioner (Central). This states that the transfers were by way of victimizing the members of the Union. In Ext.W165 another letter written after a few days also it is repeated that the act of the Management in transferring the petitioners is nothing but victimization as they have joined another Union. It has been stated on behalf of the Respondent that none of the petitioners are Office Bearers of the Union and the Management could not be expected to know if they are members of the Union and so there was no question of victimization because of their joining the Union. This is met by the petitioners pointing out that Ext.W161 letter by the Union containing the list of its members has been forwarded to the Deputy Chief Labour Commissioner on 17.07.2013 itself. Thus, there is sufficient foundation in the pleadings and also in the documents produced regarding the malafide intentions of the Respondent in effecting the transfer.

40. Ext.W15, Ext.W55, Ext.W85, Ext.W119 and Ext.W136 are the transfer orders of the Respondent transferring the petitioners to other subsidiary companies of DP World, the parent company of the Respondent. All the above transfers are on 25.07.2013. Ext.W154 is the strike notice dated 14.05.2013. Ext.W155 to Ext.W163 are the copies of the proceedings before the Conciliation Officer. Thus it could be seen that it was while hectic attempt was being made to conciliate the demands raised in the strike notice the petitioners were transferred on 25.07.2013.

41. It has been pointed out on behalf of the petitioners that the very transfer is improper and illegal for the reason that they are transferred to a separate entity which is not connected with the Respondent establishment at all. The Respondent has been relying upon the orders of promotion of the petitioners which are having clause for transfer also. Ext.W4 is one such promotion order. By this Suresh Kumar, the petitioner in ID 118/2014 was promoted as Junior Officer. Clause-10 of the promotion order states that the promotee is liable to be transferred to any section / department / unit / branch of the Company in India either existing or which may be commissioned in the future. However, this promotion order is by Chennai Container Terminal Ltd., the Respondent. If the Respondent is transferring its employees to any section / department or unit there cannot be any quarrel. However, the Respondent does not have any branch anywhere. It is true that the Respondent is the subsidiary of the Company by name DP World. However, the Respondent is a separate entity and just like the Respondent the parent company is having other subsidiary companies also. This is clear from Ext.W178, the master details of the Company. The registration number of the Respondent as per this is 128675. The registration number of Mundra International Container Terminal Pvt. Ltd. to which some of the petitioners are transferred is 039015 and the registration number of Nhava Sheva International Container Terminal Pvt. Ltd. to which some were transferred is 106790. Thus it is apparent that all the three are separate companies with registration numbers of their own and are separate entities and have nothing to do in common except that they are subsidiaries of the parent company and are handling the same type of work. So the very transfers made by the Respondent were not in order.

42. The subsequent behavior of the Respondent would also show that the Respondent was bent upon removing the petitioners from the scenario. The petitioners have filed Writ Petition before the High Court requesting an order of injunction against the Transfer Orders. Ext.W168 is the copy of the Writ Petition filed by them. Ext.W170 is the copy of the order of the Hon'ble High Court passing an order of interim injunction against the Respondent herein from giving effect to the transfer order. Rather than allowing the petitioners to continue in their job the Respondent asked them to sit at home and take the salary. Subsequently, they filed Ext.W171 application before the High Court stating that they have decided to terminate the services of the petitioners and permission may be granted for this. On

30.04.2014 the Respondent submitted before the High Court that the transfer orders will be withdrawn. Regarding the permission sought for termination the Hon'ble High Court stated that the Respondent is to take a decision upon this and any proposed action regarding this could constitute a separate cause of action. Accordingly, the Writ Petition as well as the connected petitions were closed. Immediately after disposal of the matter before the High Court the Respondent carried out its decision to terminate the petitioners from service. All of them were terminated on 06.08.2013.

43. It could be seen from the available documents that the transfer and termination giving the reason of reduced volume of work was only a pretext. If this was the actual reason termination should have been of the junior-most and not of those who are seniors. The Assistant Labour Commissioner has issued notice for conciliation proceedings as early as on 20.05.2013 as seen from Ext.W155, the notice issued by him. Ext.W156 is the response of the Respondent before the Conciliation Officer. Ext.W157 is the proceedings of conciliation and Ext.W158 and W159 are the notices issued by the Conciliation Officer. By Ext.W160 proceedings dated 26.06.2013 the Conciliation Officer directed the Respondent to maintain the status-quo. In spite of this orders of transfer are issued by the Respondent, apparently in violation of Section-33(A) of the Industrial Disputes Act. Even after the Order of Injunction passed by the High Court the Respondent was acting in a retaliatory manner by asking those persons who were under orders of transfer not to attend work but to receive salary at home.

44. It could be seen from the documents and admissions made by MWs 1 and 2 that the petitioners were transferred while their juniors were retained. MW1 has admitted during his cross-examination that Harikrishnan, the petitioner in ID 119/2014 is a senior person in the Engineering Department. His transfer was by retaining his juniors. MW2 has admitted during his cross-examination that Ext.M160, Ext.M163, Ext.M168, Ext.M172, Ext.M174, Ext.M177 and Ext.M179 to Ext.M181 are all promotions made after termination of the petitioners and that except one all are junior to the petitioners. Ext.M196 is the proposal for transfer of Harikrishnan and another in the name of optimization. While approving the proposal the Director had made an endorsement that if they are declining the transfer the clause for termination in the contract can be invoked. So they were aware even then that there is every possibility of the petitioners who were put under the orders of transfer during the negotiation declining the transfer. It could be seen that several persons were recruited by the Company also after the so-called transfer and termination. Ext.M208 & Ext.M209 would show that several persons have joined the Company even in the year 2013. Ext.M211 is a list of the persons who joined in the year 2014. Even in 2015 several persons have joined, as seen from Ext.M213. If the intention of the Respondent was to prune the staff on account of low volume of work new persons would not have been recruited after the petitioners were transferred and subsequently terminated. All these definitely show that the transfer as well as subsequent termination was the result of victimization. There was no necessity for the Respondent to transfer the petitioners or terminate them for the reasons given. The petitioners having been found workmen are entitled to relief from this Tribunal.

45. The counsel for the Respondent has argued that in case the petitioners are found to be workmen they shall not be reinstated in service but should be given compensation only in view of the reduced volume of work available for the Respondent. The counsel for the Respondent has relied upon various legal pronouncements in this respect. The termination having been found by way of victimization and unnecessary these decisions are not much relevant. In any case on going through these decisions it could be seen that these were rendered in different contexts and could not be relied upon even otherwise. The decision in MOUNT METTUR PHARMACEUTICALS LTD. VS. SECOND ADDITIONAL LABOUR COURT, MADRAS reported in 1985 1 LLN 801 was on a case where employees were retrenched due to recession. Payment of compensation was justified on the ground that there was need for retrenchment. In the decision in RELCHOLD CHEMICALS LTD. VS. WORKMEN EMPLOYED IN RELCHOLD CHEMICALS LTD. reported in 1997 2 LLN 268 persons removed were casual labourers. Removal was found not mala fide and payment of compensation in lieu of reinstatement was found proper. This is the case with the workman who challenged termination in the decision in CONNEMARA HOTEL VS. THIRD ADDITIONAL LABOUR COURT reported in 1997 4 LLN 254 also. In the decision in NAGARMAHAPALIKA VS. STATE OF UP AND OTHERS reported in 2006 5 SCC 127 the Apex Court has found that the appointment was in violation of the UP Industrial Disputes Act and the period of the appointment order had come to an end. So compensation rather than reinstatement was found to be the proper relief.

46. In the present dispute all the petitioners were permanent employees of the Respondent. All of them had started to work with the Respondent in the year 2001. They were turned out of service on the pretext of reduced volume of work when they raised certain demands. The Act of the Respondent could not be justified at all. Compensation will not be sufficient relief for the petitioners. They are entitled to be reinstated in service. Accordingly, awards are passed as below:

The petitioners in all the IDs shall be reinstated in service within 2 months of the publication of the award with backwages, continuity of service and all other benefits. In default of payment of backwages within the stipulated period it will carry interest @ 7.5% per annum.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 27th October, 2016)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : WW1, Sri G. Bhuvanesh
For the 2nd Party/Management : MW1, Sri M.S. Shakul Hameed
MW2, Sri R. Chandrasekaran

Documents Marked:

On the petitioner's side

Ex.No.	Date	Description
Ext.W1	14.12.2001	Appointment Order issued by the Respondent Management to the petitioner
Ext.W2	09.08.2002	Confirmation Order issued by the Respondent Management to the petitioner
Ext.W3	06.02.2003	Order issued by the Respondent Management to the petitioner revising his salary
Ext.W4	16.05.2003	Promotion order issued by the Respondent Management to the petitioner as Junior Officer (Operations)
Ext.W5	09.01.2006	Order issued by the Respondent Management to the petitioner revising his salary
Ext.W6	06.02.2006	Confirmation order issued by the Respondent Management to the petitioner as Junior Officer
Ext.W7	20.04.2009	Order issued by the Respondent Management to the petitioner revising his salary
Ext.W8	10.02.2010	Annual Performance bonus issued by the Respondent Management to the petitioner
Ext.W9	10.02.2010	Annual compensation revision issued by the Respondent Management to the petitioner
Ext.W10	26.01.2011	Certificate of appreciation issued by the Respondent Management
Ext.W11	21.04.2011	Promotion order issued by the Management to the petitioner as Officer Grade-II
Ext.W12	02.04.2012	Order issued by the Respondent Management issued by the Respondent granting bonus
Ext.W13	03.04.2013	Order issued by the Respondent Management issued to the Respondent granting bonus
Ext.W14	25.04.2013	Annual compensation revision issued by the Respondent Management to the petitioner
Ext.W15	25.07.2013	Transfer Order issued by the Respondent Management to the petitioner
Ext.W16	19.08.2013	Letter from the Respondent Management to the petitioner regarding transfer order
Ext.W17	21.04.2014	Termination order issued by the Respondent Management to the petitioner
Ext.W18	03.05.2014	Representation from the petitioner to the Respondent Management regarding termination order
Ext.W19	22.05.2014	Letter from the Respondent Management to the petitioner regarding settlement of dues
Ext.W20	02.06.2014	Letter from the Respondent Management to the petitioner regarding settlement of dues

Ext.W21	06.06.2014	Letter from the Respondent Management to the petitioner enclosing full and final settlement
Ext.W22	16.06.2014	Industrial Dispute raised by the petitioner before the Conciliation Officer
Ext.W23	31.07.2014	Objections raised by the Respondent Management before the Conciliation Officer
Ext.W24	04.09.2014	Failure report of the Conciliation Officer
Ext.W25	18.11.2014	Reference of Industrial Dispute by Government of India to this Hon'ble Tribunal
Ext.W26	-	Identity Card issued by the Respondent Management
Ext.W27	August 2013	Salary slip issued to the petitioner
Ext.W28	10.10.2001	Appointment Order issued by the Respondent Management to the petitioner as Serviceman
Ext.W29	25.01.2002	Letter from the Respondent Management to the petitioner
Ext.W30	28.05.2002	Confirmation order issued by the Respondent Management to the petitioner as Serviceman
Ext.W31	06.02.2003	Letter from the Respondent Management to the petitioner regarding revision of salary
Ext.W32	25.05.2004	Notice issued by the Respondent Management regarding strike notice
Ext.W33	26.05.2004	Letter from the Respondent Management to the petitioner regarding strike notice
Ext.W34	11.06.2004	Letter from the Respondent Management to the petitioner
Ext.W35	06.10.2004	Letter from the Respondent Management to the petitioner regarding nature of work
Ext.W36	02.05.2005	Promotion order issued by the Respondent Management to the petitioner as Officer (Mech) Grade-IV
Ext.W37	09.01.2006	Letter from the Respondent Management to the petitioner regarding revision of salary
Ext.W38	17.01.2006	Confirmation order issued by the Respondent Management to the petitioner as Officer
Ext.W39	06.01.2007	Certificate of Appreciation issued by the Respondent Management
Ext.W40	30.01.2007	Annual performance award issued by the Respondent Management to the petitioner
Ext.W41	20.02.2007	Letter from the Respondent Management to the petitioner regarding revision of salary
Ext.W42	18.07.2007	Certificate issued by the Respondent Management regarding nature of work
Ext.W43	12.12.2008	Letter from the Respondent Management to the petitioner regarding revision of salary
Ext.W44	18.02.2009	Letter from the Respondent Management to the petitioner regarding revision of salary
Ext.W45	26.01.2010	Certificate issued by the Respondent Management to the petitioner
Ext.W46	10.02.2010	Annual compensation revision issued by the Respondent Management to the petitioner
Ext.W47	02.04.2011	Annual performance bonus issued by the Respondent Management to the petitioner
Ext.W48	18.10.2011	Attendance regularization form of the Respondent Management
Ext.W49	02.04.2012	Annual bonus issued by the Respondent Management to the petitioner
Ext.W50	25.04.2012	Annual compensation revision issued by the Respondent Management to the petitioner
Ext.W51	14.05.2012	Annual compensation revision issued by the Respondent Management to the petitioner

Ext.W52	03.04.2013	Bonus issued by the Respondent Management to the petitioner
Ext.W53	25.04.2013	Annual compensation revision issued by the Respondent Management to the petitioner
Ext.W54	17.07.2013	Salary Certificate issued by the Respondent Management
Ext.W55	25.07.2013	Transfer Order issued by the Respondent Management to the petitioner
Ext.W56	January 2014	Salary issued by the Respondent Management to the petitioner
Ext.W57	03.05.2014	Representation from the petitioner to the Respondent Management regarding termination order
Ext.W58	22.05.2014	Letter from the Respondent Management to the Respondent Management regarding termination order
Ext.W59	05.06.2014	Full and final settlement issued by the Respondent Management
Ext.W60	-	Identity Card issued by the Respondent Management
Ext.W61	-	Gate Pass issued by the Chennai Port Trust
Ext.W62	-	License issued by the Respondent Management
Ext.W63	-	Work permit of the Respondent Management
Ext.W64	21.12.2001	Appointment order issued by the Respondent Management to the petitioner
Ext.W65	25.01.2002	Letter from the Respondent Management to the petitioner
Ext.W66	06.02.2003	Order issued by the Respondent Management to the petitioner revising his salary
Ext.W67	16.05.2003	Promotion order issued by the Respondent Management to the petitioner as Junior Officer (Operations)
Ext.W68	28.10.2005	Letter from the Respondent Management to the petitioner regarding payment of ex-gratia
Ext.W69	09.01.2006	Order issued by the Respondent Management to the petitioner revising his salary
Ext.W70	March 2006	Certificate of appreciation issued by the Respondent Management
Ext.W71	09.03.2006	Confirmation letter from the Respondent Management to the petitioner as Junior Officer
Ext.W72	30.01.2007	Annual performance award issued by the Respondent Management to the petitioner
Ext.W73	20.02.2007	Order issued by the Respondent Management to the petitioner revising his salary
Ext.W74	12.02.2008	Order issued by the Respondent Management to the petitioner revising his salary
Ext.W75	18.02.2009	Letter from the Respondent Management to the petitioner granting performance bonus
Ext.W76	20.04.2009	Order issued by the Respondent Management to the petitioner revising his salary
Ext.W77	12.02.2010	Promotion order issued by the Respondent Management to the petitioner as Senior Officer Grade-V
Ext.W78	23.07.2010	Medical Certificate of the petitioner
Ext.W79	16.09.2010	Discharge summary of the petitioner
Ext.W80	21.04.2011	Order issued by the Respondent Management to the petitioner revising his salary
Ext.W81	25.04.2012	Annual compensation revision issued by the Respondent Management to the petitioner
Ext.W82	15.08.2012	Certificate issued by the Respondent Management to the petitioner
Ext.W83	03.04.2013	Bonus granted by the Respondent Management to the petitioner
Ext.W84	25.04.2013	Order issued by the Respondent Management to the petitioner revising his salary
Ext.W85	25.07.2013	Transfer Order issued by the Respondent Management to the petitioner

Ext.W86	13.08.2013	Order passed in MP No. 1 of 2013 in WP No. 22492 of 2013
Ext.W87	19.08.2013	Letter from the Respondent Management to the petitioner regarding their engagement
Ext.W88	17.04.2014	Final Order passed in WP No. 22492/2013
Ext.W89	21.04.2014	Termination order issued by the Respondent Management to the petitioner
Ext.W90	03.05.2014	Representation from the petitioner to the Respondent regarding termination order
Ext.W91	22.05.2014	Letter from the Respondent Management to the petitioner
Ext.W92	02.06.2014	Letter from the Respondent Management to the petitioner regarding settlement of dues
Ext.W93	09.06.2014	Letter from the Respondent Management to the petitioner enclosing full and final settlement
Ext.W94	16.06.2014	Industrial Dispute raised by the petitioner before the Conciliation Officer
Ext.W95	31.07.2014	Objections raised by the Respondent Management before the Conciliation Officer
Ext.W96	04.09.2014	Failure report of the Conciliation Officer
Ext.W97	18.11.2014	Reference of Industrial Dispute by Government of India to this Hon'ble Tribunal
Ext.W98	-	Identity Card issued by the Respondent Management
Ext.W99	15.10.2001	Appointment Order issued by the Respondent Management to the petitioner
Ext.W100	03.07.2002	Confirmation order issued by the Respondent Management to the petitioner
Ext.W101	06.02.2003	Order issued by the Respondent Management to the petitioner revising salary
Ext.W102	26.05.2004	Notice issued by the Respondent Management during strike period
Ext.W103	28.05.2004	Notice issued by the Respondent Management to the petitioner regarding deduction of wages
Ext.W104	17.02.2005	Notice issued by the Respondent Management to the petitioner
Ext.W105	16.05.2005	Promotion order issued by the Respondent Management to the petitioner as Junior Officer (Operations)
Ext.W106	28.10.2005	Order issued by the Respondent Management to the petitioner
Ext.W107	09.01.2006	Order issued by the Respondent Management to the petitioner revising his salary
Ext.W108	15.03.2006	Order issued by the Respondent Management to the petitioner regarding extension of probation period
Ext.W109	28.04.2006	Confirmation order issued by the Respondent Management to the petitioner
Ext.W110	30.01.2007	Annual Performance award issued by the Respondent Management to the petitioner
Ext.W111	20.02.2007	Order issued by the Respondent Management to the petitioner revising his salary
Ext.W112	12.02.2008	Order issued by the Respondent Management to the petitioner revising his salary
Ext.W113	18.02.2009	Annual performance bonus issued by the Respondent Management to the petitioner
Ext.W114	10.02.2010	Annual performance award issued by the Respondent Management to the petitioner
Ext.W115	12.02.2010	Promotion order issued by the Respondent Management to the petitioner as Officer Grade-II
Ext.W116	02.02.2011	Annual performance bonus issued by the Respondent Management to the petitioner
Ext.W117	25.04.2012	Promotion Order issued by the Respondent Management to the petitioner as Senior Officer Grade-IV
Ext.W118	25.04.2013	Order issued by the Respondent Management to the petitioner revising his salary
Ext.W119	25.07.2013	Transfer Order issued by the Respondent Management to the petitioner
Ext.W120	06.08.2013	Letter from the Respondent Management to the petitioner

Ext.W121	19.08.2013	Letter from the Respondent Management to the petitioner regarding their engagement
Ext.W122	21.04.2014	Letter from the Respondent Management to the petitioner regarding termination of services
Ext.W123	03.05.2014	Representation from the petitioner to the Respondent Management regarding termination order
Ext.W124	22.05.2014	Letter from the Respondent Management to the petitioner regarding transfer order
Ext.W125	02.06.2014	Letter from the Respondent Management to the petitioner regarding their final settlement
Ext.W126	11.06.2014	Letter from the Respondent Management to the petitioner regarding settlement of dues
Ext.W127	11.06.2014	Letter from the Respondent Management to the petitioner enclosing full and final settlement
Ext.W128	16.06.2014	Industrial Dispute raised by the petitioner before the Conciliation Officer
Ext.W129	04.09.2014	Failure report of the Conciliation Officer
Ext.W130	19.11.2014	Reference of Industrial Dispute by Government of India to this Hon'ble Tribunal
Ext.W131	28.06.2002	Confirmation letter from the Respondent Management to the petitioner as Checker
Ext.W132	10.03.2005	Promotion Order issued by the Respondent Management to the petitioner as RTG Operator
Ext.W133	31.03.2009	Promotion order issued by the Respondent Management to the petitioner as Junior Officer Grade-II
Ext.W134	29.07.2010	Extension of probation period by the Respondent Management to the petitioner
Ext.W135	03.04.2013	Letter from the Respondent Management to the petitioner granting bonus
Ext.W136	25.07.2013	Transfer Order issued by the Respondent Management to the petitioner
Ext.W137	13.08.2013	Order passed in MP No. 1 of 2013 in WP No. 22492 of 2013
Ext.W138	17.04.2014	Order passed in WP No. 22492 of 2013
Ext.W139	21.04.2014	Order of the Respondent Management to the petitioner terminating his service
Ext.W140	03.05.2014	Representation from the petitioner to the Respondent regarding termination of service
Ext.W141	22.05.2014	Letter from the Respondent Management to the petitioner regarding termination service
Ext.W142	02.06.2014	Letter from the Respondent Management to the petitioner regarding settlement of dues
Ext.W143	10.06.2014	Letter from the Respondent Management to the petitioner regarding settlement of dues
Ext.W144	16.06.2014	Dispute raised by the petitioner before the Conciliation Officer
Ext.W145	31.07.2014	Objections of the Respondent Management before the Conciliation Officer
Ext.W146	04.09.2014	Failure report of the Conciliation Officer
Ext.W147	19.12.2014	Reference of Industrial Dispute before this Hon'ble Tribunal
Ext.W148	-	Identity Card issued by the Respondent Management
Ext.W149	-	Salary slips issued by the Respondent Management to the petitioner
Ext.W150	02.11.2012	Maintenance job sheet issued to Harikrishnan by the Respondent Management
Ext.W151	18.01.2013	Log Sheet relating to Harikrishnan maintained by the Respondent Management

Ext.W152	14.02.2013	Letter from the Union to the Respondent Management to extend the benefits of settlement dated 19.01.2011
Ext.W153	25.04.2013	Risk analysis form relating to Harikrishnan maintained by the Respondent Management
Ext.W154	14.05.2013	Strike notice issued by the petitioner union to the Respondent Management pressing for demands
Ext.W155	20.05.2013	Notice issued by the Conciliation Officer regarding charter of demands
Ext.W156	22.05.2013	Notice issued by the conciliation Officer regarding Charter of demands raised by the Petitioner Union
Ext.W157	24.05.2013	Proceedings of the Conciliation Officer
Ext.W158	05.06.2013	Notice issued by the Conciliation Officer regarding Charter of Demands raised by the Petitioner Union
Ext.W159	06.06.2013	Notice issued by the Conciliation Officer regarding Charter of Demands raised by the petitioner union
Ext.W160	26.06.2013	Proceedings of the Conciliation Officer
Ext.W161	17.07.2013	Letter from the Petitioner Union to the Conciliation Officer enclosing the members list
Ext.W162	23.07.2013	Response filed by the Respondent Management before the Conciliation Officer
Ext.W163	24.07.2013	Proceedings of the Conciliation Officer
Ext.W164	26.07.2013	Letter from the petitioner union to the Conciliation Officer regarding transfer order issued by the Respondent Management
Ex.W165	30.07.2013	Letter from the petitioner union to the Conciliation Officer regarding transfer of its members during the proceedings
Ext.W166	30.07.2014	Notice issued by the Conciliation Officer regarding transfer order issued to its members
Ext.W167	05.08.2013	Proceedings of the Conciliation Officer
Ext.W168	12.08.2015	Affidavit and Petition filed by the petitioners in WP No. 22492 of 2013
Ext.W169	12.08.2013	E-mail correspondence of the Respondent Management regarding transfer of employee
Ext.W170	13.08.2013	Interim Order passed in WP No. 22492 of 2013
Ext.W171	22.08.2013	Counter Affidavit filed by the Respondent Management in WP No. 22492 of 2013
Ext.W172	17.04.2014	Final Order passed in WP No. 22492 of 2013
Ext.W173	-	Gate Pass issued by the Respondent Management relating to export containers
Ext.W174	-	Salary slips issued by the Respondent Management
Ext.W175	-	Salary slips issued by the Respondent Management to the Officer cadre
Ext.W176	-	Salary slips issued by the Respondent Management to the Senior Officer cadre
Ext.W177	-	Renewal of various contracts by the Respondent Management
Ext.W178	-	Company master details of the Respondent Management
Ext.W179	-	Extract of the annual report of the Respondent Management
Ext.W180	-	Roster issued by the Respondent Management
Ext.W181	-	Details of containers handled by the Respondent Management
Ext.W182	Sept. 2012	Wage slip relating to G. Bhuvanesh
Ext.W183	August 2012	Certificate of excellence issued by the Respondent Management to G. Bhuvanesh
Ext.W184	-	Photograph relating to union meeting

Ext.W185	19.12.2008	Warning letter issued by the Respondent Management to the petitioner in ID No. 120 of 2014
Ext.W186	-	Export Form 13 – EIR issued by the Respondent Management
Ext.W187	July 2015	Salary slip issued to a QC Operator by the Respondent Management
Ext.W188	August 2015	Salary slip issued to a RTG Operator by the Respondent Management
Ext.W189	-	Details regarding employment of contract employees engaged by the Respondent Management

On the Management's side

Ex.No.	Date	Description
Ext.M1	-	Copy of the Application given by the petitioner to the Respondent for suitable post
Ext.M2	14.12.2001	Copy of the Appointment Order issued by the Respondent to the petitioner
Ext.M3	14.12.2001	Copy of the Letter of Joining Report issued by the petitioner to the Respondent
Ext.M4	16.05.2005	Copy of the promotion order issued by the Respondent to the petitioner with annexure
Ext.M5	09.08.2002	Copy of the letter of confirmation order issued by the Respondent to the petitioner
Ext.M6	06.02.2003	Copy of the letter of order issued by the Respondent to the petitioner revising his salary
Ext.M7	28.10.2005	Copy of the letter issued by the Respondent to petitioner for claiming ex-gratia amount
Ext.M8	09.01.2006	Copy of letter of annual performance award and statutory bonus with annexure issued by the Respondent to the petitioner
Ext.M9	06.02.2006	Copy of letter of confirmation issued by the Respondent to the petitioner
Ext.M10	30.01.2007	Copy of letter of annual performance award issued by the Respondent to the petitioner
Ext.M11	12.02.2008	Copy of letter of performance bonus and statutory bonus issued by the Respondent to the petitioner with annexure
Ext.M12	18.02.2009	Copy of letter of performance bonus-28008 and statutory bonus-2007-2008 statutory bonus
Ext.M13	02.04.2012	Copy of letter of bonus statutory bonus issued by the Respondent to the petitioner
Ext.M14	03.04.2013	Copy of letter of bonus issued by the Respondent to the petitioner
Ext.M15	25.04.2013	Copy of letter of Annual Compensation Revision with Annexure issued by the Respondent to the petitioner
Ext.M16	25.07.2013	Copy of letter of transfer order issued by the Respondent to the petitioner
Ext.M17	21.04.2014	Copy of letter of order of termination of service alongwith cheque bearing number 501515 issued by the Respondent to the petitioner
Ext.M18	03.05.2014	Copy of letter sent by the petitioner to the Respondent
Ext.M19	22.05.2014	Copy of reply letter sent by the Respondent to the petitioner
Ext.M20	06.06.2014	Copy of letter of full and final settlement alongwith cheque bearing number 520612
Ext.M21	10.10.2001	Copy of the appointment order issued by the Respondent to the petitioner
Ext.M22	10.10.2001	Copy of the joining report issued by the petitioner to the Respondent
Ext.M23	28.05.2002	Copy of the confirmation order issued by the Respondent to the petitioner
Ext.M24	06.02.2003	Copy of the letter issued by the Respondent to the petitioner regarding revising of salary
Ext.M25	04.04.2005	Copy of the promotion order issued by the Respondent to the petitioner

Ext.M26	09.01.2006	Copy of the letter issued by the Respondent to the petitioner regarding revising of salary
Ext.M27	17.01.2006	Copy of letter of confirmation as Probation Officer issued by the Respondent to the petitioner
Ext.M28	30.01.2007	Copy of annual performance award issued by the Respondent to the petitioner
Ext.M29	18.02.2009	Copy of annual performance award-2008 and statutory bonus 2007-2008 issued by the Respondent to the petitioner
Ext.M30	02.04.2011	Copy of annual performance bonus issued by the Respondent to the petitioner
Ext.M31	21.04.2011	Copy of the letter annual compensation revision with annexure issued by the Respondent to the petitioner
Ext.M32	02.04.2012	Copy of letter of bonus issued by the Respondent to the petitioner
Ext.M33	14.05.2012	Copy of the letter Annual Compensation Revision with Annexure issued by the Respondent to the petitioner
Ext.M34	03.04.2013	Copy of letter of bonus issued by the Respondent to the petitioner
Ext.M35	21.04.2014	Copy of order of termination of Service alongwith cheque bearing number 501519 issued by the Respondent to the petitioner
Ext.M36	03.05.2014	Copy of reply letter sent by the petitioner Respondent to Respondent
Ext.M37	22.05.2014	Copy of reply letter sent by the Respondent to the petitioner issued by the Respondent to the petitioner
Ext.M38	05.06.2014	Copy of letter of full and final settlement alongwith cheque bearing number 520609
Ext.M39	21.12.2001	Copy of Application for suitable post alongwith resume given by the petitioner to the Respondent
Ext.M40	21.12.2001	Copy of the Appointment Order issued by the Respondent to the petitioner
Ext.M41	21.12.2001	Copy of Joining report issued by the petitioner to the Respondent order
Ext.M42	02.08.2002	Copy of letter of Confirmation Order issued by the Respondent to the petitioner
Ext.M43	06.02.2003	Copy of letter issued by the Respondent to the petitioner regarding revising of salary
Ext.M44	16.05.2005	Copy of promotion order issued by the Respondent to the petitioner
Ext.M45	09.01.2006	Copy of letter issued by the Respondent to the petitioner regarding revising of salary with Annexure
Ext.M46	10.02.2006	Copy of the letter of extension of probation period
Ext.M47	09.03.2006	Copy of letter of Confirmation as Probation Officer issued by the Respondent to the petitioner
Ext.M48	30.01.2007	Copy of letter Annual Performance Award issued by the Respondent to the petitioner
Ext.M49	12.02.2008	Copy of letter Annual Performance Award 2007 and statutory bonus 2006-2007 with Annexure issued by the Respondent to the petitioner
Ext.M50	20.04.2009	Copy of the revision of salary – CTC with Annexure issued by the Respondent to the petitioner
Ext.M51	18.02.2009	Copy of Annual Performance Award 2008 and statutory bonus 2007-2008
Ext.M52	21.04.2014	Order of termination alongwith cheque bearing No. 501516 dated 21.04.2014
Ext.M53	03.05.2014	Copy of letter sent by the petitioner to the Respondent
Ext.M54	22.05.2014	Copy of reply letter sent by the Respondent to the petitioner
Ext.M55	09.06.2014	Copy of full and final settlement alongwith cheque bearing No. 520611
Ext.M56	-	Copy of the resume given by the petitioner to the Respondent

Ext.M57	15.10.2001	Copy of the Appointment Order issued by the Respondent to the petitioner
Ext.M58	-	Copy of the joining report given by the petitioner to the Respondent
Ext.M59	03.07.2002	Copy of letter of Confirmation order issued by the Respondent to the petitioner
Ext.M60	06.02.2003	Copy of the letter given by the Respondent to the petitioner regarding revising salary with Annexure
Ext.M61	28.10.2005	Copy of letter of ex-gratia payment issued by the Respondent to the petitioner
Ext.M62	01.09.2006	Copy of the letter given by the Respondent to the petitioner regarding revising salary with Annexure
Ext.M63	28.04.2006	Copy of letter of confirmation order as Junior Officer issued by the Respondent to the petitioner
Ext.M64	15.03.2006	Copy of the letter of extension of probation period issued by the Respondent to the petitioner
Ext.M65	12.02.2008	Copy of the revision of salary – CTC with annexure issued by the Respondent to the petitioner
Ext.M66	12.02.2008	Copy of Annual Performance Award 2007 and statutory bonus 2006-2007 issued by the Respondent to the petitioner
Ext.M67	18.02.2009	Copy of Annual Performance Award 2008 and statutory bonus 2007-2008 issued by the Respondent to the petitioner
Ext.M68	20.04.2009	Copy of revision of salary – CTC with annexure issued by the Respondent to the petitioner
Ext.M69	03.09.2009	Copy of letter of irrevocable mandate (Canara Bank) from the petitioner to the Respondent loan deduct from salary
Ext.M70	03.04.2013	Copy of letter of Bonus – 2012 issued by the Respondent to the petitioner
Ext.M71	25.04.2013	Copy of Annual Compensation Revision issued by the Respondent to the petitioner
Ext.M72	06.08.2013	Transfer Order
Ext.M73	21.04.2014	Copy of Order of termination along with cheque bearing No. 501518 dated 21.04.2014
Ext.M74	03.05.2014	Copy of letter sent by the petitioner to the Respondent
Ext.M75	22.05.2014	Copy of reply letter sent by the Respondent to the petitioner
Ext.M76	11.06.2014	Copy of full and final settlement alongwith cheque bearing No. 520611 issued by the Respondent to the petitioner
Ext.M77	-	Copy of the application for suitable post alongwith resume given by the petitioner to the 2 nd Respondent
Ext.M78	04.10.2001	Copy of the Appointment Order issued by the 2 nd Respondent to the petitioner
Ext.M79	16.03.2002	Copy of the joining report issued by the petitioner to 2 nd Respondent
Ext.M80	28.06.2002	Copy of the letter of confirmation order issued by the 2 nd Respondent to the petitioner
Ext.M81	06.02.2003	Copy of the increment letter given by 2 nd Respondent to the petitioner with annexure
Ext.M82	10.03.2005	Copy of letter of promotion order issued by the 2 nd Respondent to the petitioner with Annexure
Ext.M83	24.08.2005	Copy of the confirmation letter with annexure issued by the 2 nd Respondent to the petitioner
Ext.M84	31.03.2009	Copy of the promotion order issued by the 2 nd Respondent to the petitioner

Ext.M85	29.07.2010	Copy of the extension of probation period issued by the 2 nd Respondent to the petitioner
Ext.M86	15.03.2011	Copy of the confirmation letter issued by the 2 nd Respondent to the petitioner
Ext.M87	25.04.2012	copy of the annual compensation revision with annexure issued by the 2 nd Respondent to the petitioner
Ext.M88	03.04.2013	Copy of the bonus for 2012 issued by the 2 nd Respondent to the petitioner
Ext.M89	21.04.2014	Copy of the order of termination of service alongwith cheque bearing number 501517 issued by the 2 nd Respondent to the petitioner
Ext.M90	03.05.2014	Copy of the letter sent by the petitioner to the 2 nd Respondent
Ext.M91	10.06.2014	copy of the full and final settlement issued by the 2 nd Respondent to the petitioner
Ext.M92	-	Copy of the job description issued by the 2 nd Respondent to the petitioner
Ext.M93	2004-2007	Copy of the Long term Settlement between Respondent and Chennai Container Employees Association
Ext.M94	2007-2010	Copy of the Long Term Settlement between Respondent and Chennai Container Employees Association
Ext.M95	19.01.2011	Copy of the settlement arrives under Section-2(P) read with 12(3) of the Industrial Disputes Act, 1947 between Respondent and Chennai Container Terminal Employees Union (Reg.No. 357/TVR)
Ext.M96	21.05.2014	
Ext.M98	2011	Personal performance and development plan 2011
Ext.M99	2012	Personal performance and development plan - 2012
Ext.M100	2012	Final review of personal performance and development Plan
Ext.M101	-	Photocopy of the gate
Ext.M102	-	Photocopy of the gate showing entry of lorry
Ext.M103	-	Photocopy of the outgate
Ext.M104	21.08.2012	Copy of e-mail
Ext.M105	02.03.2013	Copy of e-mail
Ext.M106	02.04.2013 08.04.2013 10.04.2013	Copy of the e-mails sent by the petitioner to the Management
Ext.M107	-	Copy of the job description
Ext.M108	13.11.2008	Copy of letter of confidentiality and Post Undertakings issued by the Respondent to the petitioner
Ext.M109	Oct. 2010 & Nov. 2011	Copy of the Store Issue Register series (October 2010 to December 2011)
Ext.M110	24.06.2013	Copy of letter of approval of Optimization of Engineering Department Strength issued by the Respondent to the petitioner
Ext.M111	01.08.2013	Copy of the e-mail sent by head engineer regarding the transfer of the petitioner
Ext.M112	-	Copy of the job description
Ext.M113	25.04.2013	Annual Compensation Revision with annexure
Ext.M114	-	Copy of the position description
Ext.M115	Oct. 2001 to Apr.2002	Copy of the Staff Appraisal
Ext.M116	Dec. 2005 to March 2006	Copy of the Staff Appraisal

Ext.M117	2011	Copy of Personal Performance and Development Plan –2011
Ext.M118	2012	Copy of Personal Performance and Development Plan –2012
Ext.M119	2012	Copy of final review of Personal Performance and Development Plan
Ext.M120	20.08.2012	Copy of e-mail sent by the petitioner to the Respondent
Ext.M121	01.01.2014	Copy of the position description
Ext.M122		
Ext.M123	25.08.2012	Copy of the e-mail sent by the petitioner to Nalliah
Ext.M124	30.01.2013	Copy of e-mail sent by the petitioner to the Mr. Uthiramoorthy
Ext.M125	06.02.2013	Copy of the e-mail sent by the petitioner to Ebenson Nalliah
Ext.M126	13.03.2013	Copy of the e-mail sent by the petitioner to Ebenson Nalliah
Ext.M127	22.05.2014	Copy of the reply letter sent by the 2 nd Respondent to the petitioner
Ext.M128	01.01.2013	Copy of the HR Policies Handbook
Ext.M129	23.01.2014	Copy of the deposition of Mr. Gopi. P in ID No. 40 of 2012 before the Central Government Industrial Tribunal, Chennai
Ext.M130	20.06.2014	Copy of the Award passed by the Central Government Industrial Tribunal, Chennai in ID No. 40 of 2012
Ext.M131	-	Copy of layout of Chennai Container Terminal Ltd.
Ext.M132	25.12.2006	Copy of Contract Labour Agreement made between Chennai Container Terminal Pvt. Ltd., India and Master Marine Services Pvt. Ltd.
Ext.M133	01.01.2007	Copy of Contract Labour Agreement made between Chennai Container Terminal Pvt. Ltd., India and Master Marine Services Pvt. Ltd.
Ext.M134	01.01.2015	Copy of Contract Labour Agreement made between Chennai Container Terminal Pvt. Ltd., India and Master Marine Services Pvt. Ltd.
Ext.M135	01.01.2015	Copy of Contract Labour Agreement made between Chennai Container Terminal Pvt. Ltd. and Uma Agencies
Ext.M136	01.01.2015	Copy of Contract Labour Agreement made between Chennai Container Terminal Pvt. Ltd. and Global Agencies
Ext.M137	01.01.2015	Copy of Contract Labour Agreement made between Chennai Container Terminal Pvt. Ltd., India and J.B. Boda Insurance Surveyors and Loss Assessors Pvt. Ltd.
Ext.M138	2003	Copy of Annual returns filed by the Respondent under Contract Labour Act (FORM No. XXV)
Ext.M139	2005	Copy of Annual returns filed by the Respondent under Contract Labour Act (FORM No. XXV)
Ext.M140	2008	Copy of Annual returns filed by the Respondent under Contract Labour Act (FORM No. XXV)
Ext.M141	2009	Copy of Annual returns filed by the Respondent under Contract Labour Act (FORM No. XXV)
Ext.M142	2011	Copy of Annual returns filed by the Respondent under Contract Labour Act (FORM No. XXV)
Ext.M143	2012	Copy of Annual returns filed by the Respondent under Contract Labour Act (FORM No. XXV)
Ext.M144	2013	Copy of Annual returns filed by the Respondent under Contract Labour Act (FORM No. XXV)
Ext.M145	2014	Copy of Annual returns filed by the Respondent under Contract Labour Act (FORM No. XXV)

Ext.M146	06.04.2010	Copy of the Remittance of Professional Tax for the period of October 2009 to March 2010
Ext.M147	28.09.2010	Copy of the Remittance of Professional Tax for the period of April 2010 to September 2010
Ext.M148	28.03.2011	Copy of the Remittance of Professional Tax for the period of October 2009 to March 2010
Ext.M149	28.09.2011	Copy of the Remittance of Professional Tax for the period of April 2011 to September 2011
Ext.M150	31.03.2012	Copy of the Remittance of Professional Tax for the period of October 2011 to March 2012
Ext.M151	27.09.2012	Copy of the Remittance of Professional Tax for the period of April 2012 to September 2012
Ext.M152	19.02.2013	Copy of the Remittance of Professional Tax for the period of October 2012 to March 2013
Ext.M153	23.09.2013	Copy of the Remittance of Professional Tax for the period of April 2013 to September 2013
Ext.M154	18.03.2014	Copy of the Remittance of Professional Tax for the period of October 2013 to March 2014
Ext.M155	25.03.2015	Copy of the Remittance of Professional Tax for the period of October 2014 to March 2015
Ext.M156	25.09.2015	Copy of the remittance of professional tax for the period of April 2015-September 2015
Ext.M157	09.06.2014	Copy of the Internal Vacancy Notification for the post of Yard/Vessel Supervisor & Tower Control
Ext.M158	10.06.2014	Copy of the letter sent by the Mr. K. Boobalan to Respondent Management/General Manager/IR & Admn. for the post of Yard/Vessel Supervisor
Ext.M159	13.06.2014	Copy of the offer sent by the Respondent Management/General Manager to Mr. K. Boobalan for the position of Supervisor in Management cadre
Ext.M160	16.06.2014	Copy of promotion order of Mr. K. Boobalan
Ext.M161	16.06.2014	Copy of the letter sent by the Mr. P. Duraisamy to Respondent Management /General Manager/IR & Admn. For the post of Yard/Vessel Supervisor
Ext.M162	16.06.2014	Copy of the Offer letter sent by the Respondent Management/General Manager to Mr. P. Duraisamy for the position of Supervisor in Management Cadre
Ext.M163	19.06.2014	Copy of promotion order of Mr. P. Duraisamy
Ext.M164	09.06.2014	Copy of the letter sent by the Mr. S. Ramesh to Respondent Management/General Manager/IR & Admn. For the post of Yard Supervisor
Ext.M165	16.06.2014	Copy of promotion order of Mr. S. Ramesh
Ext.M166	09.06.2014	Copy of the letter sent by Mr. V. Sathiyakumar to Respondent Management/General Manager/IR & Admn. for the post of Yard Supervisor
Ext.M167	13.06.2014	Copy of the offer letter sent by the Respondent Management/General Manager to V. Sathiyakumar for the position of Supervisor in Management Cadre
Ext.M168	16.06.2014	Copy of promotion order of Mr. V. Sathiya Kumar
Ext.M169	16.06.2014	Copy of Internal Vacancy Notification for the post of Tower Control/planner
Ext.M170	17.06.2014	Copy of the letter sent by Mr. Jais Jose to Respondent Management/General Manager/IR & Admn. for the post of planning
Ext.M171	18.06.2014	Copy of offer letter sent by the Respondent Management/General Manager/HR to Mr. Jais Jose for the position of Supervisor in Management cadre

Ext.M172	24.06.2014	Copy of promotion order of Mr. Jais Jose
Ext.M173	18.06.2014	Copy of offer letter sent by the Respondent Management/Manager – HR to Mr. S. Nanda Kumar for the position of Supervisor in Management cadre
Ext.M174	24.06.2014	Copy of promotion order of Mr. Nanda Kumar
Ext.M175	17.06.2014	Copy of the letter sent by Mr. R. Elango Raja to Respondent Management/General Manager/IR & Admn. for the post of Planner
Ext.M176	18.06.2014	Copy of offer letter sent by the Respondent Management/Manager – HR to Mr. R. Elango Raja for the position of Supervisor in Management cadre
Ext.M177	19.06.2014	Copy of promotion order of R. Elango Raja
Ext.M178	19.03.2015	Copy of Internal Vacancy Notification for the post of Shift Safety Officer
Ext.M179	21.04.2015	Copy of promotion order of C. Suresh Kumar
Ext.M180	16.04.2015	Copy of promotion order of K. Praveen Kumar
Ext.M181	16.04.2015	Copy of the promotion order of G. Gangadharan
Ext.M182	March 2012	Copy of Balance Sheet of the Respondent/Management
Ext.M183	March 2013	Copy of Balance Sheet of the Respondent/Management
Ext.M184	March 2014	Copy of Balance Sheet of the Respondent/Management
Ext.M185	March 2013	Copy of Director's Report of the Respondent/Management
Ext.M186	March 2014	Copy of Director's Report of the Respondent/Management
Ext.M187	21.12.2001	Copy of application alongwith resume submitted by Mr. Bhuvanesh (Petitioner in ID No. 12 of 2014) to the Personnel Manager of the Respondent Company
Ext.M188	23.02.2011	Copy of letter submitted by Mr. Balachandran (Petitioner in ID No. 122 of 2014) to General Manager of the Respondent
Ext.M189	22.04.2013	Copy of e-mail sent by Regional – HR & Admn. To all General Manager – HR
Ext.M190	21.05.2013	Copy of e-mail sent by HR Subcontinent Regional Officer to all General Manager HR
Ext.M191	23.05.2013	Copy of e-mail sent by the Regional Head – HR & Admn. to all the units
Ext.M192	31.05.2013	Copy of e-mail sent by Regional HR-Admn. to all the Units
Ext.M193	14.06.2013	Copy of Minute of Meeting with Regional HR Head & BU HR Heads
Ext.M194	18.06.2013	Copy of e-mail sent by Company Secretary to all the Units
Ext.M200	31.07.2013	Copy of letter from Mr. Nagarajan requesting the Respondent for transferring of NSICT (Mumbai) instead of MICT
Ext.M201	31.07.2013	Copy of letter from the Respondent to Nagarajan
Ext.M202	21.04.2015	Copy of Annual Compensation Revision for Mr. Nagarajan
Ext.M203	Jan., 2016	Copy of pay-slip of Nagarajan
Ext.M204	19.08.2013	Copy of letter of resignation submitted by one Mr. Jayaprakash
Ext.M205	19.08.2013	Copy of Relieving Order issued by the Respondent/Management to Mr. Jayaprakash
Ext.M206	19.08.2013	Copy of the Service issued by the Respondent/Management
Ext.M207	19.08.2013	Copy of the Memorandum of Agreement between Respondent Company and Mr. M. Jayaprakash
Ext.M208	2013	List of person joined in the Respondent Company
Ext.M209	2013	List of person joined in the Respondent Company
Ext.M210	2014	List of person joined in the Respondent Company

Ext.M211	2014	List of person joined in the Respondent Company
Ext.M212	2015	List of person left from the Respondent Company
Ext.M213	2015	List of person joined in the Respondent Company
Ext.M214	-	List showing number of persons employed in the Respondent / Management for the year 2013-2014-2015.

नई दिल्ली, 28 नवम्बर, 2016

का.आ. 2316.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स गुजरात मिनरल डेवलपमेंट कार्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 92/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.11.2016 को प्राप्त हुआ था।

[सं. एल-29015/4/2005-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 28th November, 2016

S.O. 2316.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 92/2005) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Gujarat Mineral Development Corporation Ltd. and their workman, which was received by the Central Government on 23.11.2016.

[No. L-29015/4/2005-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

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

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,

Dated 03rd October 2016

Reference: (CGITA) No. 92/2005

The General Manager (Project),
Gujarat Mineral Development Corporation Ltd.,
Rajpardi, Tal. Jhagadia,
Distt. Bharuch (Gujarat)

...First Party

V/s

Sh. Shantilal Somabhai Vasava,
C/o Assistant Labour Commissioner (Central),
5, Dhaiver Society, Near Baroda High School,
Baggikhana Road,
Vadodara (Gujarat)

...Second Party

For the First Party : Shri K.H. Patel

For the Second Party : Shri Rajesh Singh

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-29015/4/2005-IR(M) dated 14.10.2005 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 Gujarat Mineral Development Corporation Ltd. in terminating the services of Shri Shantilal Somabhai Vasavaw.e.f. 30.06.1986 justified? If not, what relief the workman is entitled to?”

1. The reference dates back to 14.10.2005. Neither of the parties after service submitted the statement of claim or written statement as the case may be. After a lapse of 11 years, the learned counsel for the second party Shri Rajesh Singh moved a motion to withdraw from the reference to which first party has no objection.
2. Thus the reference is disposed of as not pressed and withdrawn.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2016

का.आ. 2317.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स गुजरात मिनरल डेवलपमेंट कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 93/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.11.2016 को प्राप्त हुआ था।

[सं. एल-29015/3/2005-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 28th November, 2016

S.O. 2317.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 93/2005) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Gujarat Mineral Development Corporation Ltd. and their workman, which was received by the Central Government on 23.11.2016.

[No. L-29015/3/2005-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

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

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,

Dated 03rd October 2016

Reference: (CGITA) No. 93/2005

The General Manager (Project),
Gujarat Mineral Development Corporation Ltd.,
Rajpardi, Tal. Jhagadia,
Distt. Bharuch (Gujarat)

...First Party

V/s

Sh. Chhatrasinh Harji Vasava,
C/o Assistant Labour Commissioner (Central),
5, Dhaiver Society, Near Baroda High School,
Baggikhana Road,
Vadodara (Gujarat)

...Second Party

For the First Party : Shri K.H. Patel

For the Second Party : Shri Rajesh Singh

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-29015/3/2005-IR(M) dated 14.10.2005 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 Gujarat Mineral Development Corporation Ltd. in terminating the services of Shri Chhatrasinh Harji Vasava w.e.f. 30.06.1986 justified? If not, what relief the workman is entitled to?”

1. The reference dates back to 14.10.2005. Neither of the parties after service submitted the statement of claim or written statement as the case may be. After a lapse of 11 years, the learned counsel for the second party Shri Rajesh Singh moved a motion to withdraw from the reference to which first party has no objection.
2. Thus the reference is disposed of as not pressed and withdrawn.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2016

का.आ. 2318.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स इण्डियन ऑयल कार्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 26/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.11.2016 को प्राप्त हुआ था।

[सं. एल-30011/41/2005-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 28th November, 2016

S.O. 2318.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 26/2006) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. IOC Ltd. and their workman, which was received by the Central Government on 23.11.2016.

[No. L-30011/41/2005-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

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

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,

Dated 05th October 2016

Reference: (CGITA) No. 26/2006

The Executive Director,
IOC Ltd., Gujarat Refinery,
P.O. Jawaharnagar,
Baroda (Gujarat)

...First Party

V/s.

The President,
Rashtriya Mazdoor Union,
Aram Building, Poolbari Naka, Salatwada,
Baroda (Gujarat) – 390001

...Second Party

For the First Party : Shri K.V. Gadhia
 For the Second Party : Shri Krishna Kurup

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30011/41/2005-IR(M) dated 21.02.2006 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 management of IOC Ltd., Gujarat Refinery, Baroda in terminating the services of Shri R.C. Parmar, Ex-Helper, Gr. III is legal, proper and just? If not, to what relief the concerned workman is entitled to?”

1. The reference dates back to 21.02.2006. The second party submitted the statement of claim Ext. 7 on 19.09.2008 and first party submitted the written statement Ext. 6 on 09.09.2008 but since then the second party has not been leading evidence. On 20.01.2016, the second party was given last opportunity to lead evidence and the case was fixed for 26.05.2016. On 26.05.2016, neither of the parties appeared, however as a matter of caution, one more date was given and the case was fixed for 05.10.2016. But again today on 05.10.2016, second party is absent to lead evidence. Thus this tribunal has no option but to dispose of the reference in the absence of the second party.
2. In the absence of the evidence of the second party, the following finding is given: The action of the management of IOC Ltd., Gujarat Refinery, Baroda in terminating the services of Shri R.C. Parmar, Ex-Helper, Gr. III is legal, proper and just.
3. The award is passed accordingly.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2016

का.आ. 2319.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स भारत पेट्रोलियम कार्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 04/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.11.2016 को प्राप्त हुआ था।

[सं. एल-30011/35/2006-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 28th November, 2016

S.O. 2319.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 04/2007) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Bharat Petroleum Corporation Ltd. and their workman, which was received by the Central Government on 23.11.2016.

[No. L-30011/35/2006-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

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

Present :

Pramod Kumar Chaturvedi,
 Presiding Officer, CGIT-cum-Labour Court,
 Ahmedabad,

Dated 18th October 2016

Reference: (CGITA) No. 04/2007

1. The Manager Incharge (Operations),
M/s BPCL, Koyali Installation, Karchia,
Baroda (Gujarat)
2. The Prioprietor,
M/s Tirthan Enterprise, 36, Upkar Society,
Ellora Park,
Baroda (Gujarat)

...First Party

V/s

The President,
Rashtriya Mazdoor Union,
Aram Building, Poolbari Naka, Salatwada,
Baroda (Gujarat) – 390001

...Second Party

For the First Party : Shri Yogesh K. Pathak

For the Second Party : Shri B.B. Thesia

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30011/35/2006-IR(M) dated 14.12.2006 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 management of BPCL in terminating the services of Shri Dodiya Bhikhabhai C. w.e.f. 01.10.2004 through its contractor is legal, proper and just? If not, to what relief the concerned workman is entitled to?”

1. The reference dates back to 14.12.2006. The second party submitted the statement of claim Ext. 4 on 28.08.2004 and the first party submitted the written statement Ext. 16 on 22.02.2010. The second party also submitted his affidavit/examination-in-chief Ext. 18 on 01.04.2010. But since then the workman has not been attending the tribunal for his cross-examination. The advocate for the second party workman Shri B.B. Thesia moved an application Ext. 27 stating that his client has not been in contact despite contacting him by way of post. Thus it appears that the second party workman is not willing to prosecute the case.
2. Therefore, the reference is dismissed in non-prosecution of the case by the workman/second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2016

का.आ. 2320.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ. एन.जी.सी. लिमिटेड एवं अन्य के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 218/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.11.2016 को प्राप्त हुआ था।

[सं. एल-30011/7/1998-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 28th November, 2016

S.O. 2320.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 218/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. ONGC Ltd. and others and their workman, which was received by the Central Government on 23.11.2016.

[No. L-30011/7/1998-IR (M)]

RAJESH KUMAR, Under Secy.

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

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,

Dated 17th October, 2016

Reference: (CGITA) No. 218/2004

1. The Group General Manager,
ONGC Ltd., Avani Bhawan, Parichay Shopping Centre,
Near 'D' Cabin, IOC Office Road,
Gandhinagar (Gujarat)
2. M/s Rajdeep Co-op. Mazdoor Kamdar Sahakari Mandli,
7, Mandarshan Society, Near Ajay Tenaments, Bage Firdos,
Amraiwadi, Ahmedabad (Gujarat)
3. M/s Chandlodiya Mazdoor Kamdar Sahakari Mandli Ltd.,
179, Ambica Krupa Ranip,
Ahmedabad (Gujarat)
4. M/s Parishram Labour Co-op. Society Ltd.,
10, Sahajanand Shopping Centre, Shahibaug,
Ahmedabad (Gujarat)
5. M/s Public Power Mazdoor Kamdar Sahakari Mandli Ltd.,
Opp. Dudhsagar Dairy, Highway Road,
Mehsana (Gujarat) – 384002
6. M/s Industrial Security Services,
Parichay Shopping Centre, Near 'D' Cabin,
Sabarmati, Ahmedabad (Gujarat)
7. M/s Tarun Enterprises,
Tarun House, Kajuwadi Chakla,
Andheri (East), Mumbai
8. M/s Lokpriya Labour & Engg. Co-op. Society Ltd,
308, Karishma Complex, Stadium Circle, C.G. Road,
Ahmedabad (Gujarat)

...First Party

V/s

The General Secretary,
Gujarat Petroleum Employees Union,
434/36, Gandhivas Naka, Gujarat Stadium Road,
Sabarmati, Ahmedabad (Gujarat)

...Second Party

For the First Party : Shri K.V. Gadhia

For the Second Party : Kum. Santoshben

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30011/7/98-IR(M) dated 06.08.1999 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of union asking the management of ONGC Ltd to prepare a seniority list of the contract workers showing the date of appointment of each workman, name of present contractor under whom working,

nature of job being performed etc is justified? If so, what directions are to be issued to the management of ONGC Ltd?"

"Whether the union is justified in demanding wages equivalent to that of Heavy Vehicle Drivers working in WSS and Transport Section to Heavy Vehicle Drivers (As per list enclosed) working in various sections of ONGC from ONGC and Contractors (as per list attached)? If so to what relief the workmen are entitled?"

1. The reference dates back to 06.08.1999. The second party submitted the statement of claim Ext. 9 on 13.12.1999 and the first party submitted the written statement Ext. 12 on 12.02.2001. Some of the workmen, Prajapati Prahalad K., Patel Mahendra J., Mahender G. Patel, L.V. Rabari, Vaghela Shankarbhai D., Chauhan Harish R. and Patel Champakbhai B. moved applications on 30.03.2006 for withdrawal from the reference. Those withdrawal applications were allowed by the tribunal on 22.04.2013. Since 22.04.2013, the second party has not been leading evidence. Thus it appears the rest of the workmen are not willing to prosecute the reference.
2. Thus the reference is disposed of as not pressed and the reference is decided as under: "The demand of union asking the management of ONGC Ltd to prepare a seniority list of the contract workers showing the date of appointment of each workman, name of present contractor under whom working, nature of job being performed etc is not justified in the absence of the evidence of the second party with respect to the remaining workmen."
3. The award is passed accordingly.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2016

का.आ. 2321.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ली एण्ड मुइरहेड लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 288/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.11.2016 को प्राप्त हुआ था।

[सं. एल-37011/5/1999-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 28th November, 2016

S.O. 2321.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 288/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Lee and Muirhead Ltd. and others and their workman, which was received by the Central Government on 23.11.2016.

[No. L-37011/5/1999-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

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

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,

Dated 29th September, 2016

Reference: (CGITA) No. 288/2004

The Commercial Manager,
M/s Lee & Muirhead Ltd.,
12, K. Dubash Marg,
Mumbai – 400023

...First Party

V/s.

The President,
Kandla Port Karmachari Sangh,
T.C.X. – S – 94,
Gandhidham (Gujarat)

...Second Party

For the First Party : Shri J.M. Patel
For the Second Party : Shri C. Chaudhary

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-37011/5/99-IR(M) dated 16.03.2000 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the closure of Kandla Office of M/s Lee & Muirhead Ltd is justified? Whether the terminal dues offered by M/s Lee & Muirhead Ltd ignoring the claim of union/workmen are proper and sufficient? If not, what should be the compensation payable to the workmen?”

1. The reference dates back to 16.03.2000. The second party submitted the statement of claim Ext. 4 on 02.08.2000 but first party did not prefer to submit the written statement. It is unfortunate that despite not filing written statement by the first party, second party or his representative have not been appearing in the reference for leading exparte evidence. The perusal of the record indicates that both the parties have settled their disputes by way of settlement on 13.05.2007 by way of notarised settlement between Lee & Muirhead Pvt. Ltd. and Kandla Port Karmachari Sangh.
2. Thus in the light of the settlement, the reference has become infructuous and no finding is required to be given.
3. The reference is disposed of as infructuous.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2016

का.आ. 2322.—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 कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 264/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.11.2016 को प्राप्त हुआ था।

[सं. एल-30011/18/2000-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 28th November, 2016

S.O. 2322.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 264/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. ONGC Ltd. and their workman, which was received by the Central Government on 23.11.2016.

[No. L-30011/18/2000-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

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

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,

Dated 21st October, 2016

Reference: (CGITA) No. 264/2004

The Group General Manager (P),
ONGC Ltd., KDM Bhawan, Palavasana,
Mehsana (Gujarat)

...First Party

V/s

The General Secretary,
Gujarat Mazdoor Panchayat,
Shram Shakti, P.B. No. – 77, Opp. Prabhat Press,
Mirzapur Road, Ahmedabad

...Second Party

For the First Party : Shri K.V. Gadhia Associates

For the Second Party : Shri P. Chidambaram

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30011/18/2000-IR(Misc.) dated 17.02.2000 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of Gujarat Mazdoor Panchayat stating that Shri Kohil Deepak D. and 67 others (as per list attached) were deployed by ONGC Ltd., Mehana, as Clerks in prohibited category of employment vide Notification No. U/23013/4/92-LW dated 08.09.1994 and that the concerned workmen are entitled to be treated in direct employment in ONGC Ltd, Mehana Project from the date of their engagement along with all benefits is legal and justified? If yes, then to what relief the concerned workmen are entitled and from which date?”

The reference dates back to 17.02.2000.

- From the plain reading of the aforesaid terms of reference, the Gujarat Mazdoor Panchayat/ second party union is seeking regularization of 68 persons and as per the version of the union representing the workmen, the said persons have been working as Clerks and as per the notification dated 08/09/1994, the said post of clerk is prohibited category by the appropriate Government.

Name of Workmen involved in the reference are as under:

1.	Shri Kohil Deepak D.
2.	Shri Thakkar Nilesh V.
3.	Shri Parmar Manilal P.
4.	Shri Parmar Laljibhai S.
5.	Shri Dave Ghansyam K.
6.	Shri Desai Raghunath B.
7.	Shri Parmar Pareshkumar D.
8.	Shri Parmar Vadansinh S.
9.	Shri Shivpriy Rajen R.
10.	Shri Solanki Dhirubhai G.
11.	Shri Solanki Rameshbhai
12.	Shri Bhatt Dushyantkumar J.
13.	Shri Vishubhai N.
14.	Shri Shimali Kantibhai K.
15.	Shri Pillai Sunilkumar C.
16.	Shri Modi Kishan Kumar
17.	Shri Patel Kamlesh P.

18.	Shri Patel Narender T.
19.	Shri Patel Ramesh V.
20.	Shri Upadhyay H.K.
21.	Shri Trivedi Deepak Kumar P.
22.	Shri Vyas Arunkumar B.
23.	Shri MakwanaVasantlal P.
24.	Shri GoswamiMangalgiri U.
25.	Shri Khandvi Jitendra D.
26.	Miss Mehta Manisha S.P.
27.	Shri ParmarSureshkumar N.
28.	Shri Patel Rameshbhai S.
29.	Shri GosaiShankarbhai R.
30.	Shri Joshi Dipak Kumar R.
31.	Shri Joshi Nitin Kumar R.
32.	Shri ZakirBhelim
33.	Shri Patel Mahesh Kumar R.
34.	Shri Chaudhary Ishwarbhai K.
35.	Shri RavalJanak
36.	Shri SisodiyaHardevsingh K.
37.	Shri Parmar Mahesh P.
38.	Shri ParmarGautam Kumar
39.	Shri Patel Vittalbhai S.
40.	Shri ThakorRamanjiBhalaji
41.	Shri Patel Gunvant Kumar S.
42.	Shri Bhagwan Das
43.	Shri Dinkar Krishna Kumar
44.	Shri Parvati Bhandari
45.	Shri Sharma Anilkumar T.
46.	Shri Solanki Vinod J.
47.	Shri Chauhan Motilal D.
48.	Shri MakwanaJitendra S.
49.	Shri Solanki Navindchandra T.
50.	Shri Vyas Jitender Kumar
51.	Shri Gupta Sriram D.
52.	Shri KadiyaGovindbhai S.
53.	Shri ParmarMukesh G.
54.	Shri ParmarDilip Kumar G.
55.	Shri Patil Rajesh V.

56.	Shri PrajapatiMahadev B.
57.	Shri RavalHitendra J.
58.	Shri Rohit Pravin Kumar G.
59.	Shri Thakkar Kalpesh Ratilal
60.	Shri Trivedi Jyotinder B.
61.	Shri VaghelaJagdish Kumar D.
62.	Shri ChavadaGirishbhai A.
63.	Shri ChavadaMuljibhai M.
64.	Shri Dave Dilip Kumar T.
65.	Shri Patel Chimanbhai
66.	Shri Patel Jayantibhai K.
67.	Shri Patel Rajendra Kumar B.
68.	Shri Nair Ramesh K.

1. The union representing the workmen filed its statement of claims Ex-3 dated 11/07/2000 and stated therein inter alia that the concerned persons have been working as clerks since years on permanent posts and nature of work performed by them is of perennial in nature and is integral part of the business of the ONGC LTD. It is further stated that the category of clerk is being prohibited by the Central Government vide Government order dated 08/09/1994, therefore, they should be treated as permanent workmen of the ONGC Ltd from their initial date of joining. It has also been stated that the arrangement between the ONGC and contractors is sham, bogus relying upon the judgment of Hon'ble Supreme Court reported in 1978 II LLJ 397 as well as another judgment reported in 1997 I CLR 292. The union has therefore prayed for granting permanent status and to extend all benefits including wages, equivalent to the permanent workmen of the ONGC alongwith 24% interest on the arrears of pay. The union has also alternatively prayed that the concerned persons should be treated as permanent workmen of ONGC Ltd with effect from 08/09/1994 as they have been working as clerks in the prohibited category since then.

2. The Union/second party also at the relevant time moved an application for interim relief vide Exh.-4 in the matter and inter alia prayed for restraining the First party, ONGC Ltd to change or modify the service conditions of the 68 concerned persons in any manner without prior permission of the Hon'ble Tribunal. In the said matter interim relief was granted on 29/08/2000 and the same was subsequently confirmed by Tribunal vide its order dated 18/11/2002. The Hon'ble Tribunal directed that the interim relief granted earlier is confirmed till the final disposal of the main reference case. Hence it will be said that the concerned persons have been continued in employment of First Party ONGC Ltd till date by virtue of interim order passed by the Tribunal on 29.08.2000.

3. The First Party ONGC filed its Written Statement dated 18/02/2002 inter alia denied all the contentions raised in the Statement of Claims as well as contentions raised in the aforesaid application for interim relief. The First Party, ONGC Ltd., herein after referred to as ONGC, further submitted that there is no Master and Servant relationship between ONGC and the concerned persons/workmen and the said persons were not engaged in prohibited category as per Central Government notification and therefore they are not entitled for absorption with the first party. The ONGC further submitted that the ONGC is registered as a Principal Employer u/s 7 of the Contractual Labour Regulation Act, 1970, hereinafter referred to as CLRA, 1970, and the concerned Contractors have also obtained license from the Competent Authority u/s 12 of the said Act. The ONGC further submitted that the concerned persons have neither been engaged nor have been deployed or supervised by the representatives of the ONGC and they are not doing any work which may be said to be of permanent in nature or which can be equated with the work done by regular employees of the ONGC. The said persons are not supervised, paid or even have been subject to administrative, financial or disciplinary action of the ONGC. The said persons were deployed by the concerned contractors as per their requirements from time to time. It is also submitted in the written statement that ONGC being State under Article 12 has to follow the prescribed rules for recruitment and has to observe the principles of Right to Equality and Right of Equal Opportunity to all as envisaged in the Constitution of India. The ONGC also relied upon the judgment of Hon'ble High Court of Gujarat in SCA No. 6050/1986 and other allied matters and also relied upon judgment of Hon'ble Apex Court in case of Cipla Ltd. It is also submitted that if absorption is granted then the same would tantamount to be back door entry. The ONGC also submitted that the designation given by the union to the second party is purely imaginary and concocted and that the ONGC awarded job contract to the contractor through valid and

legal tender process and the contract is awarded to Techno-Commercially Fit Contractor for miscellaneous jobs of casual nature. The ONGC also relied on other judgments passed by the Hon'ble Apex Court and requested for rejection of reference/case.

4. The union/second party submitted Documents vide list dated NIL received by ONGC on 03/10/2012 consisting of 81 documents while the ONGC submitted D-list vide Exh.-13 of 30 documents. The union examined three concerned persons vide affidavit/examination-in-chief, Exh. -14, 16 and 17 who have also been cross-examined by the ONGC.

5. The ONGC submitted that if the documents produced by the union are perused then Sr. Nos. 2 to 75 are copies of utilization records for various months. The said documents just show that the services of some of the concerned persons have been utilized by a department of ONGC. It is submitted that the said documents have not been proved by the union, therefore same have not been exhibited and thus they cannot be relied upon. For the sake of arguments even if such documents are taken on their face value then also the same would not prove that the concerned persons were working in prohibited category of clerks as alleged or otherwise. The union has also produced bank statements of 3-4 concerned persons and if the same are perused then it would be crystal clear that the concerned persons are employees of the contractor and are paid by the contractor. Hence the documents produced by the union do not hold any ground or help the case of the union.

The Ministry has referred the matter for 68 workmen who allegedly worked as Clerks in prohibited category as per notification dated 08.09.1994. In the said reference the second party has examined Shri Chaudhary Ishwarbhai Kalubhai vide Ext. 17, Dipakbhai Ramniklal Joshi vide Ext. 16 and Narendra Trikambhai Patel vide Ext. 14. In cross examination he has stated that ONGC has not given any appointment letter. He further admitted that he was getting the salary paid to semi skilled workers. In cross examination he admitted that Chanasma Sahakari Mandli paid him salary.

In cross examination Shri Dipak R. Joshi admitted that his PF was deducted by Chanasma Mazdoor Sahakari Mandli. He has also admitted that neither the contractor nor the ONGC has given any appointment letter.

In cross examination Narendra T. Patel has admitted that he was not given any appointment letter by the ONGC or the Contractor. He has admitted that the salary was paid by the contractor. He has further admitted that at the time of deposition he was working under contractor B.S. Chaudhary. He has also admitted that the said contractor has paid him salary and deducted the provident fund. He has further stated that he himself and other workers are doing the miscellaneous work.

6. The second party's learned counsel submitted written arguments which are reproduced as under:

"(1) This reference is caused to the Central Government Industrial Tribunal, Ahmedabad (CGIT for short) by the Govt. of India by order dated 17.02.2000 to adjudicate and decide the following terms of reference.

"Whether the demand of Gujarat Mazdoor Panchayat stating that Shri Kohil Deepak D. and 67 others (as per list attached) were deployed by ONGC as clerks in prohibited category of employment vide Notification No. U/23013/4/92 – LW, dt: 08.09.1994 and that the concerned workmen are entitled to be treated in direct employment in ONGC Ltd., Mehsana project from the date of their engagement along with all benefits is legal and justified? If yes, then to what relief the concerned workmen are entitled and from which date?"

(2) Gujarat Mazdoor Panchayat (Panchayat for short) for and on behalf of the workmen has submitted its statement of claims Ext. 3 date 29.08.2000 before the Tribunal. Notification of Government of India, Ministry of Labour prohibiting the employment of contract labour in various works specimen in schedule is annexed hereto in the establishment of Oil and Natural Gas Commission in the country date 08.09.1994 is also a record of the case (Ext. 13).

(3) As per the said notification of Govt. of India "clerks (including Accounts Clerks)" is a prohibited category. The 68 workmen concerned in this reference are working as clerks in the prohibited category. As per the provision contained in Contract Labour (Regulation and Abolition) Act once a contract arrangement is prohibited the workmen are to be deemed workmen of the principal employer. In this case the workmen named in the schedule of reference are doing clerical work and hence are in the prohibited category of workmen and as such they are the permanent workmen of ONGC Ltd.

(4) The ONGC Ltd. could not have permitted to continue the contract labours employment in the nature of clerical work. Continuing to employ contract labour to do clerical work as such is illegal. The whole arrangement on and from the date of notification 8/9/94 is bad in law.

(5) The next submission is that the Contract Labour (Regulation and Abolition) Act 1970 (Contract Act for short) is applicable to the ONGC Ltd. As per the Contract Labour (Regulation and Abolition) Act 1970, it is necessary for the Principal Employer (ONGC Ltd. for short) to obtain a certificate of registration to appoint a

contractor and the contractor so appointed should obtain a licence under the contract act before starting the contract work. In the absence of a Registration Certificate with the principal employer and / or in the absence of a licence with the contractor the contract arrangement is thus sham and bogus. The contract act does not permit an employer to appoint contractor without licence. Any contract without a registration with the Principal Employer and any contractor without a licence to employ contract labour are illegal and void. In our case the reference is made on 17.02.2000. The workmen had served their demand notice dated 01.07.1999. This makes it amply clear that the workmen were working in ONGC Ltd. even before 01.07.1999. There is no Registration Certificate prior to 01.07.1999 with ONGC Ltd. A few documents have been produced by ONGC Ltd. It reveals from the list produced, the list is received by the union on 11.09.2002. Item No. 3 of the list states that the registration is obtained for and on behalf of one contractor i.e. Public Power KamdarSahakariMandali Ltd. It is for a period of 2 years i.e. from 01.07.1998. Item No. 1 in the list is the zerox copy of the certificate of registration of 17.08.1999 with retrospective date.

A bunch of zerox papers received by the Panchayat on 11.09.2002 produced by the ONGC in on record of the case. Who has produced the papers before the court is not known. The person producing the said bunch of papers is not known to anyone. On reading the papers it is seen they are the zerox copies of the certificate of registrations of difference date and zerox copies of the licence issued to difference contractor for different period. However the said bunch of papers has not been produced properly and hence is not exhibited by the CGIT and so it is of no use whatsoever.

The Whole arrangement between ONGC Ltd. and the so-called parties is sham and bogus. The contractor has not been examined as a witness by the ONGC Ltd. before the tribunal. Hence the tribunal is handicapped from knowing the details of each contract. The arrangement as such is sham and bogus.

The Panchayat hence submits that 68 workmen are the permanent workmen of ONGC Ltd. and they should be held so.

The Panchayat hence submits the 68 workers are in the prohibited category and as such are the permanent workmen of the ONGC Ltd. from the date the contract got abolished under the CLRA Act.“

7. In reply the ONGC submitted that as stated hereinabove as many as 30 documents are produced by the ONGC vide Exh-30. The same include copy of registrations issued to the ONGC by the competent authority under the Contract Labour(R & A) Act, 1970, various communications by the Competent Authority, copy of licenses issued by the Competent Authority to various contractors and also copy of agreements entered into between ONGC and various contractors. It is also submitted that the Competent Authority would not have issued Registration or License if the work was of permanent or perennial nature. On the contrary if the item No. 2 from the sad D-list of Aug. 1999 is perused, then it is crystal clear that the Authority has instructed the ONGC to inform all the contractors to obtain labour license. If the contract agreements are perused then also it is also clear that contracts have been awarded after following a legal and valid tender procedure and the same are given for different types of seasonal and casual nature of jobs. Thus from the above documentary evidences itself makes it clear that the contracts are given for miscellaneous jobs of seasonal and casual nature after following valid and legal process and the Registration as well as Licenses are issued by the Competent Authority under the CLRA, 1970. Therefore the contract is genuine and legal and hence the reference is required to be rejected based on the documentary evidences.

8. It is further argued by First party ONGC that as stated hereinabove 3 of the total 68 persons have only been examined by the union before this Hon'ble Tribunal. It is pertinent to note here that no documentary evidence is put on record to prove that the concerned persons are working in prohibited category of Clerks or they are being supervised and/or controlled by the officers of the ONGC. All the three persons have been cross examined by the ONGC. If the cross examination of 1 of the concerned persons i.e. Shri Narendra kumar Trikambhai Patel at Exh.-14 is perused then also it is found that *no appointment letter was given by the ONGC to any of the concerned person or workman. The witness has further admitted that salary is paid by the contractor and the PF is also deducted from his salary and no designation of clerk is given to him. He has further admitted that he is doing work of miscellaneous nature. He has also admitted that other concerned persons are also doing the same miscellaneous works. He has further admitted that he does not know the age, date of joining, qualification or the address of the other concerned persons.* Thus the cross examination of the concerned witnesses itself give clear conclusion that the said persons are doing miscellaneous work and not working as Clerks as alleged. From the Bank statement of the said persons as well as from the cross examination it is clear that he is being paid by the contractor and his PF was also deducted by the said contractor. Now if the cross examination is read along with contract agreement between ONGC and contractor produced by the ONGC then it is clear that the concerned persons are doing work of miscellaneous nature and not as clerks. If the educational qualifications of the concerned persons are examined then he has not passed 12th standard, while another is 12th pass and third person is graduate. Hence their educational qualifications are also not same or similar equivalent to eligibility mark of the post of clerks.

9. The ONGC submits that as per the settled legal position documentary evidences would prevail over oral evidence. In the above matter the ONGC has produced documents of registration, license, and contract agreement etc. to prove that the concerned persons are doing miscellaneous work of seasonal and casual nature and the concerned persons/witnesses have also in their cross examination admitted that they are doing miscellaneous work. The union has merely stated in its Statement of Claims that the work is of perennial nature and the concerned persons are being controlled and supervised by the officers of the ONGC but they have not produced a single document to substantiate the said contention. The union has also merely made a bald statement that the concerned workers are working in the prohibited category of clerks but no evidence to that effect is led by the union to substantiate the same. On the other hand from the documents produced by the ONGC coupled with the cross-examination of the concerned persons it is crystal clear that the work done by the concerned persons is of miscellaneous nature and they are not doing any job which would fall in the category of clerks. As per the settled position of law, the onus is upon the claimant to substantiate or prove his case but in the present case the union has miserably failed to do so and therefore on this ground alone the reference is required to be rejected.

10. The ONGC further submitted that ad-interim relief has been granted in favour of the concerned persons from the day one i.e. from August, 2000 and the same has continued till date and it is because of the orders passed by this Hon'ble Tribunal the concerned persons were permitted to continue in job till date. In other words the concerned persons are in litigious employment. As per the proposition law settled by the Hon'ble Apex Court in case of Umadevi as well as other landmark judgments such persons who have been continued only due to orders passed by the Court or due to pendency of cases before the Courts cannot claim for regularization stating that they have been in continuous employment for years together.

11. It is further submitted that as stated hereinabove, ONGC is a State under Article 12 of the Constitution of India and therefore has to abide by the provisions of Article 14, 16 as well as Recruitment Rules while recruiting any persons. Admittedly the concerned persons have neither been appointed by the ONGC nor have faced interview, selection process and induction process as required by the recruitment rules. The said persons also do not fulfill the eligibility criteria as per the Recruitment Rules. The Recruitment Rules of the ONGC provide for the selection process before recruiting any person and the same is admittedly not followed in the present case as the concerned persons are contractual employees. Therefore on this ground alone the concerned persons are not entitled to any relief as the same would tantamount to back door entry and would be violative of Article 14 and 16 of the Constitution of India.

12. It is also submitted by ONGC that admittedly the said persons have been engaged by the Contractor and yet no contractor i.e. their employer has been joined as a party in the present proceedings and therefore on the ground of non-joinder of necessary party alone the present reference is required to be rejected. Similar view has been taken by the Hon'ble Allahabad High Court in case of M/s. NTPC Ltd. reported in 2015 (144) FLR 248.

13. The ONGC also submitted that as stated hereinabove as per admission of the concerned persons they are being employed by the contractors and are paid by the said contractors. It has also emerged in the cross examination that they are being paid on daily wage basis. It is also undisputed that the work performed by them is of miscellaneous nature. It is also submitted that the concerned workers accepted such appointment with open eyes and therefore now they cannot turn back and claim regularization or equal pay by way of litigious employment.

14. The ONGC also submitted that the Hon'ble Apex Court has in series of judgments held that doctrine of separation of powers is to be followed by the three wings and as per the said doctrine granting of regularization or equal pay should not be done by the Judiciary and the same should be left to the Executive Wing of the state. The Hon'ble Apex Court has also held that host of factors are to be considered before granting of regularization or equal pay like selection, interview, induction, age, educational qualification, roles and responsibilities, nature of work etc. The Hon'ble Courts have held that only if there is wholesome identity between the two sets of employees then in that case only equal pay can be granted and not otherwise. As stated hereinabove in the present case the Union has not proved that there is wholesome identity between the concerned persons and regular employees of the ONGC and therefore they are not entitled for any relief as prayed for.

15. The ONGC relied upon several judgments which are as under:

- I. The Hon'ble Supreme Court in a case of **Vice Chancellor Lakhnow University, Lakhnow Vs. Akhilesh Kumar Khare & Anr.** reported in 2015 III CLR 464 held that the Courts cannot issue any direction for absorption / regularization of temporary, contractual, casual, daily wage or ad-hoc employees.
- II. The Hon'ble Supreme Court in case of **Account Officer (A&I) APSRTC & Ors. Vs. K.V. Ramana & Ors.** 2007 LLR 338 held that contractual workers who have completed 240 days without any break cannot be regularized dehors the rules of selection as they had not undergone the departmental selection process.

- III. The Hon'ble Supreme Court in a landmark judgment of *Dena Nath and Ors.* reported in **1992 (64) FLR 39** held that the CLRA Act merely regulates the employment of contract labour in certain establishment and provides for its abolition in certain circumstances. Non compliance of the provisions only exposes to prosecution but the contract labour employee does not become direct employees of principal employer.
- IV. The Hon'ble Supreme Court then in case of *Steel Authority of India Ltd. and Ors.* reported in 2001 (2) SCSLJ = 2001 LLR 961 also laid down a ratio that

“Neither Section 10 of the CLRA Act nor any other provision in the Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by Appropriate Government under sub section (1) of Section 10, prohibiting employment of contract labour, in any process, or other work in any establishment. Consequently the principal employer cannot be required to order absorption of the contract labour working in the concerned establishment.”

- V. In **Union of India &Anr. Vs. RamsinghThakor&Ors.** reported in **2012 AIR SCW 3806** Hon'ble Apex Court held that regularization of services is an executive function and such direction cannot be given by the Judiciary.
- VI. Hon'ble Apex Court in case of **Balvant Rai Saluja&Anr. Vs. Air India Ltd. &Ors.** **2014 III CLR 751** held that contractual workers working in statutory canteen as per the Factories Act who are under certain degree of control of the Principal Employer also cannot claim regularization as there is no parity in the nature of work, mode of appointment, qualification etc. between regular employees of the partly employer and concerned persons. In the present case admittedly the second party workmen are engaged by the contractor like in the above case and hence they are not entitled for regularization.
- VII. The Division Bench of Hon'ble High Court of Gujarat in LPA 530 in the case of Jhon Peter Farnandiz also held that as per the position of law settled by the Hon'ble Apex Court in various judgments contractual workers have not undergone the selection process and therefore they cannot claim regularization. (citations is not given in written arguments)
- VIII. The ONGC also relied upon the judgment passed by the Hon'ble Division Bench of Gujarat High Court in *Hadvad Nagar Palika* wherein the Hon'ble Bench held that compliance of Section 25F is also not required in case of daily wages. (Citation is not given in written arguments)
- IX. In LPA No. 2038/2004 in case of *Shukla M.P. Vs. Municipal Commissioner* also the Division Bench of Hon'ble Gujrat High Court held that once the concerned person has not followed the selection process, he cannot be entitled for regularization. (Citation is not given in written arguments)
- X. In case of latest judgment of Gujrat high court in *ONGC vShri Chetan Kumar Patel and Others* reported in 2016 III CLR Page 106 workmen prayed for regularization with ONGC. The Hon'ble High Court has after considering the judgment of Constitution Bench in *Umadevi* reported in 2006 II CLR 261, *Indian Drugs Pharmaceuticals*, *Kendriya Vidya Sangathan*, *U.P. State Electricity Board*, *Official Liquidator Vs. Dayanand etc.* held that
 - If it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued.
 - Merely because a temporary employee or a casual wage worker is continued for a time being beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength on such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules.
 - Regularisation is not a mode of appointment.
 - The Government or the instrumentality of the State cannot regularize the appointment made contrary to the course of selection as envisaged by the relevant rules governing the posts.
 - The High Court acting under Article 226 of the Constitution of India should not issue directions for regularization or permanent continuance unless the recruitment itself was made regularly and in terms of the constitutional scheme.
 - There should be no further by-passing of the constitutional requirement and regularization or making permanent those not duly appointed as per the constitutional scheme. [vide *Shilpa Jinda* case (supra)]

- XI. The present first party submits that after the constitution bench judgment the Hon'ble Apex Court in 2010 in case of State of Karnataka & Ors. Vs. Gadilingappa and Ors. held that any judgment / direction contrary to the directions given in Umadevi's case [2006(4) SCC 1] shall not have a precedent status.
- XII. The First Party submits that, the first party has examined its officer Mr. Patel in Ref.(CGITA) No. 268/2004 and he has stated that in ONGC recruitment is being done under the R & P Regulations. The names are invited from the employment exchange and thereafter screening by way of written and oral test and thereafter medical examination the regular workmen were appointed. Admittedly these persons/workmen have not undergone this process and hence they are not entitled to get absorption with ONGC. ONGC is State under Article 12 of the Constitution of India and it has to follow provisions of Articles 14, 16 and 309 of the Constitution of India at the time of recruitment. If the prayer of the second party is granted then it would amount to be back door entry. This cannot be permitted under the settled law. Similar view has been taken by the Constitution Bench comprising of five judges of the Hon'ble Supreme Court in case of Secretary, State of Karnataka and Ors. Vs. UMADEVI and others, reported in 2006 II CLR 261.

16. The Gujarat Mazdoor Panchayat ("Panchayat" for short)/second party's learned counsel submitted **Brief Reply to Written Submissions of the First Party-ONGC Ltd which is reproduced as under:**

"(i) The First Party ONGC Ltd. has produced documents vide list Ext. 13 of 30 documents which was not proved by the ONGC Ltd. and the documents are copies of Registration Certificates, Licence, other communications and agreements etc. If we pursue the registration certificate at Sr. No. 1 date of issuing certificate is 16.11.1999 which is after arising the dispute vide demand notice date 01.07.1999 and at the same time licence were also issued with effect from ante date which is not legal according to contract labour (R & A) Act, 1970. It is also seen from the agreements that the agreements are also made from retrospective dates, which is also against the settled position of law. However all these documents are not adopted or proved by ONGC Ltd and they were not exhibited.

(ii) The first party ONGC Ltd. has examined two witness, one Mr. B.P. Rathod in Ref(CGITA) : 268/2004 at Ext. 16 and other is Mr. Isikella Krishna Murthy in Ref(CGITA): 270/2004 at Ext. 14 both the witness in their cross examination has admitted that the concerned workers are working in ONGC Ltd. at Mehsana since long. They also admits that work was provided by ONGC Ltd. and place of work is in the premises of ONGC Ltd. The workers work on which machinery or in field area or in office area is off ONGC Ltd. The workers working for the benefits of the ONGC Ltd. so from the above it is clear that the workers are of the first party ONGC Ltd. which is not disputed.

(i) The second party Panchayat has examined three witness in this case, vide Ext. 14, 16 and 17 and Panchayat also examined their witness in each cases, and all the witness admits that they are working for the ONGC Ltd., Place of work is in the premises of ONGC Ltd. work provided by ONGC Ltd., for their work required tools, tackles, spare parts provided by ONGC Ltd., Stationeries, Machineries, Radio-wireless sets and Telephone etc. on which concerned workers are working is of ONGC Ltd. Transportation facilities also provided by the ONGC Ltd. for working on filed area. The workers have to work under the instruction and supervision of the officer of the ONGC Ltd. The workmen are working round the clock in each shift. They are doing permanent and day to day work for the benefits of the ONGC Ltd. The first party has never disputed the working of the workers and their date of joining in ONGC Ltd. It is clear from the oral evidence of workman in each case that they are doing work on permanent basis and day to day which is prohibited by Central Government notification dated 08.09.1994.

(ii) The second party Panchayat submits that the various judgements of the Apex Court, it is settled that workers engaged through so-called contract arrangement and the contracts are bogus and camouflage then the workers are be treated as the permanent workers of the principal employer.

(A) Bhilwara Doodh Utpadak Sangh Ltd.

V/s

Vinod Kumar Sharma & Others
(2011 CLR P. 1079) (SC)

In the above case, Hon'ble Supreme Court held that:

(3) In order to avoid their liability under various labour statutes employers are very often resorting to subterfuge by trying to show that their employees of a contractor. It is high time that this subterfuge must come to an end.

(4) Labour statutes were meant to protect the employees/workmen because it was realized that the employers and the employees are not on an equal bargaining position. Hence, protection of employees was required so that they may not be exploited. However, this new technique of subterfuge has been adopted by some employers in recent years in order to deny the rights of the workmen under various labour statutes by showing that the concerned workmen are not their employees but are the employees/workmen of a contractor, or that they are merely daily wage or short term or casual employees when in fact they are doing the work of regular employees.

(5) This court cannot countenance such practices any more. Globalization / liberalization in the name of growth cannot be at the human cost of exploitation of workers.

(B) Steel Authority of India Ltd. and Ors.
2001 LLJ (II) P : 1087 (SC)

119 (5) On issuance of prohibition notification under Section 10 (1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislations as to deprive the workers of the benefit there under. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment subject to the conditions as may be specified by it for that purpose in the light of Para 6 hereunder.

(C) Steel Authority of India Ltd.

V/s

Gujarat Mazdoor Panchayat
2004 GLR (1) P : 729

17. The Position of law, which emerges from the reported decisions of the Supreme Court, is that workmen working under a contract are entitled to raise a demand that they should be declared as workmen of the principal employer. It is always open to the workmen concerned to place materials before the industrial adjudicator to show that the contract between the principal employer and the contract labourer is sham or not genuine, and claim declaration that they were always the employees of the principal employer and are entitled to appropriate service conditions. When such a dispute is raised, it is not a dispute for abolition of labour contract. Hence, the provisions of Section 10 of the Act will not bar either the raising, or the adjudication, of such a dispute. When such a dispute is raised, industrial adjudicator has to decide whether the contract is sham or genuine. It is only if adjudicator comes to a conclusion that the contract is sham, then he will have jurisdiction to adjudicate the dispute. If however, he comes to a conclusion that the contract is genuine, he will have to dismiss the reference and may refer the workmen to the appropriate government of or abolition of contract labour under Section 10 of the act.

In the light of above referred to principles of law, the dispute raised in the petition will have to be considered by this court. However before resolving the dispute raised in the petition, it would be relevant to advert to oral evidence adduced by the parties before the tribunal.

18. The factors which may establish that a contract between the principal employer and the labour contractor is a mere paper arrangement or an eye wash or a camouflage or a ruse or a façade or a name lender are; (i) activities/business of the principal employer, (ii) genuine need or requirement of engaging contract labour, (iii) length of continuous and uninterrupted service of workmen, (iv) nature of work done by workmen, i.e. whether the work is perennial in nature or intermittent, (v) who has, in fact, supplied the labour force to the principal employer, meaning thereby, whether the services of the workmen were made available to the principle employer by the labour contractor after making recruitment, (vi) extent of supervision and control of the workmen by principal employer, (vii) whether the workers do the labour work to produce goods or service for business of the principal employer, and (viii) whether the provisions of the Act relating to registration and licence etc. are complied with. The plea that the industrial adjudicator cannot take into consideration the factors mentioned in Clauses (a) to (d) of Section 10 (2) of the Act to arrive at the finding as to whether the labour contracts are genuine or not cannot be accepted in view of the principles laid down in Gujarat Electricity Board V. Hind Mazdoor Sabha (supra) at Page 67, Paragraph 59.

(D) Workmen of Bhurkunda Colliery of Central Coalfields Ltd.

V/s

State of Bihar & Ors.

2006 SSC (L&S) P. 530

“Both employers and employees have their respective obligations. They must have the appreciation of each other’s responsibilities, duties and obligations. The Trade Union and Labour Union should understand and appreciate the fact that Labour is not a commodity nor is it a mere supply of Labour force at the managements disposal. Essentially, Labour is the real basis that underlines the production of goods and services. Through the work should the human personality and its sense of responsibility be able to unfold, management should appreciate this and always attribute its success to the trained and effective labour force. It must be understood by all concerns that both the employees and employers are vital for any industry and unless there is proper coordination, the smooth functioning of any industry would be difficult.

From the all judgments it is clear that the workmen of the concerned disputes are permanent workmen of the Principal Employer and not of the so-called contractors.

(5) The criteria of the judgments of State of Karnataka V/s Umadevi and Ors. Are not applicable to this case, because these are the workers are not daily wage, they working on regular basis and has paid on monthly basis and they are doing permanent and perennial work for the ONGC Ltd.

In view of what is stated above the concerned workers are of the ONGC Ltd. and they should be treated as the permanent workmen of the ONGC Ltd. from their date of joining.

In this reference, there are two issues which are to be addressed by the Tribunal.

1. Whether the workmen involved in this reference were/are working in prohibited category and also in direct employment in ONGC Ltd, Mehsana Project from the date of their engagement?
2. Whether the workmen can claim any advantage of litigious employment?
3. Whether all these workmen are entitled to be regularized as permanent employee of ONGC Ltd, Mehsana Project along with all benefits?

Issue 1: Here I would like to clarify that burden to prove aforesaid issues was lying on the second party. But from the evidence oral and documentary on record, the second party workmen have miserably failed to prove that they were working in prohibited category and also in direct employment of ONGC Ltd, Mehsana Project from the date of their engagement because the witnesses examined by the Second Party Union in their statement on oath have confined their evidence to themselves leaving other workmen who were not examined by the Second Party Union clearly stating that they were engaged by contractors from time to time. Second, every post in prohibited category and of permanent nature has some prescribed eligible qualification. Neither of witnesses examined has stated as to what was the eligible qualification of prohibited category of the post of clerk and as to whether all the workmen involved in this reference were also having that eligible qualification. Third, it is basic law that post of permanent cadre cannot be filled without following the due procedure of selection for that post. Fourth, they have not categorically denied that they were not contractual workmen. Fifth they have admitted that the wages were paid by the contractor and provident fund was also deposited by the contractor. Sixth, neither of witnesses examined has clarified as to what work they used to do. Seventh, the reference involves more than sixty workmen and neither of witnesses examined has stated that as to whether other workmen were having the required eligible qualification of the post of clerk. The post of clerk is in prohibited category but High Court of Allahabad has stayed the Notification No. 643(E) dt 08.09.1994 related to prohibited category.

Thus this issue is decided in negative and against the second party workmen.

Issue 2: There are number of decisions of Apex Court as produced by First party which is not rebutted by second party that any person cannot take advantage of litigious employment. Thus this issue is decided in negative and against the second party workmen.

It is also noteworthy that none of the workmen were engaged for ministerial work.

4. **Issue 3:** In the light of above findings this issue is decided that all these workmen are not entitled to be regularized as permanent employee of ONGC Ltd, Mehsana Project along with all benefits. However First party shall consider those workmen who are having eligible qualification for the related post as and when becomes vacant after following the due procedure of selection for that post including in prohibited category giving them reasonable age relaxation.

19. The award is passed accordingly.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2016

का.आ. 2323.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ. एन.जी.सी. लिमिटेड के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 265/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.11.2016 को प्राप्त हुआ था।

[सं. एल-30011/25/2000-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 28th November, 2016

S.O. 2323.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 265/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. ONGC Ltd. and their workman, which was received by the Central Government on 23.11.2016.

[No. L-30011/25/2000-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

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

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 21st October, 2016

Reference: (CGITA) No. 265/2004

The Group General Manager (P),
ONGC Ltd., KDM Bhawan, Palavasana,
Mehsana

...First Party

V/s

The General Secretary,
Gujarat Mazdoor Panchayat,
Shram Shakti, P.B. No. – 77, Opp. Prabhat Press,
Mirzapur Road, Ahmedabad

...Second Party

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

For the Second Party : Shri P. Chidambaram

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30011/25/2000-IR(Misc.) dated 17.02.2000 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of Gujarat Mazdoor Panchayat stating that Shri Dave A.S. and 15 others (as per list attached) were deployed by ONGC Ltd., Mehana, as Telephone Operators, Helpers in prohibited category of employment vide Notification No. U/23013/4/92-LW dated 08.09.1994 and that the concerned workmen are entitled to be treated in direct employment in ONGC Ltd, Mehana Project from the date of their engagement along with all benefits is legal and justified? If yes, then to what relief the concerned workmen are entitled and from which date?”

The reference dates back to 17.02.2000.

Name of Workmen involved in the reference are as under:

1. Dave A S
2. Gosai Kailashgiri n
3. Chauhan Devendra P
4. Chauhan Jagdish K
5. Rabari Manjibhai J
6. Kanubhai M
7. A H Raval
8. Rajeev Darbari
9. Sheth Jayesh
10. Vyas Naresh
11. Upadhyay Mayankkumar
12. Makwana Amrutbhai G
13. Makwana Ramesh A
14. Chavda Kaushik H
15. Parmar Amrutlal S
16. Chaudhari Pratapbhai B

1. The union representing the workmen filed its statement of claims Ex-3 dated 11/07/2000 and stated therein inter alia that the concerned persons have been working as Telephone Operators, Helpers since years on permanent posts and nature of work performed by them is of perennial in nature and is integral part of the business of the ONGC LTD. It is further stated that the category of Telephone Operators, Helpers is being prohibited by the Central Government vide Government order dated 08/09/1994, therefore, they should be treated as permanent workmen of the ONGC Ltd from their initial date of joining. It has also been stated that the arrangement between the ONGC and contractors is sham, bogus relying upon the judgment of Hon'ble Supreme Court reported in 1978 II LLJ 397 as well as another judgment reported in 1997 I CLR 292. The union has therefore prayed for granting permanent status and to extend all benefits including wages, equivalent to the permanent workmen of the ONGC along with 24% interest on the arrears of pay. The union has also alternatively prayed that the concerned persons should be treated as permanent workmen of ONGC Ltd with effect from 08/09/1994 as they have been working as Telephone Operators, Helpers in the prohibited category since then.

2. The Union/ second party also at the relevant time moved an application for interim relief vide Exh.-4 in the matter and inter alia prayed for restraining the First party, ONGC Ltd to change or modify the service conditions of the 16 concerned persons in any manner without prior permission of the Hon'ble Tribunal. In the said matter interim relief was granted on 29/08/2000 and the same was subsequently confirmed by Tribunal vide its order dated 18/11/2002. The Hon'ble Tribunal directed that the interim relief granted earlier is confirmed till the final disposal of the main reference case. Hence it will be said that the concerned persons have been continued in employment of First Party ONGC Ltd till date by virtue of interim order passed by the Tribunal on 29.08.2000.

3. The First Party ONGC filed its Written Statement dated 18/02/2002 inter alia denied all the contentions raised in the Statement of Claims as well as contentions raised in the aforesaid application for interim relief. The First Party, ONGC Ltd., herein after referred to as ONGC, further submitted that there is no Master and Servant relationship between ONGC and the concerned persons/workmen and the said persons were not engaged in prohibited category as per Central Government notification and therefore they are not entitled for absorption with the first party. The ONGC further submitted that the ONGC is registered as a Principal Employer u/s 7 of the Contractual Labour Regulation Act, 1970, hereinafter referred to as CLRA, 1970, and the concerned Contractors have also obtained license from the Competent Authority u/s 12 of the said Act. The ONGC further submitted that the concerned persons have neither been engaged nor have been deployed or supervised by the representatives of the ONGC and they are not doing any work which may be said to be of permanent in nature or which can be equated with the work done by regular employees of the ONGC. The said persons are not supervised, paid or even have been subject to administrative, financial or disciplinary action of the ONGC. The said persons were deployed by the concerned contractors as per their requirements from time to time. It is also submitted in the written statement that ONGC being State under Article 12 has to follow the prescribed rules for recruitment and has to observe the principles of Right to Equality and Right of

Equal Opportunity to all as envisaged in the Constitution of India. The ONGC also relied upon the judgment of Hon'ble High Court of Gujarat in SCA No. 6050/1986 and other allied matters and also relied upon judgment of Hon'ble Apex Court in case of Cipla Ltd. It is also submitted that if absorption is granted then the same would tantamount to be back door entry. The ONGC also submitted that the designation given by the union to the second party is purely imaginary and concocted and that the ONGC awarded job contract to the contractor through valid and legal tender process and the contract is awarded to Techno-Commercially Fit Contractor for miscellaneous jobs of casual nature. The ONGC also relied on other judgments passed by the Hon'ble Apex Court and requested for rejection of reference/case.

4. The union/second party submitted Documents vide-list dated NIL received by ONGC on 03/10/2012 consisting of 81 documents while the ONGC submitted D-list vide Exh.-13 of 30 documents. The union examined three concerned persons vide affidavit/examination-in-chief, Exh. -14, 16 and 17 who have also been cross-examined by the ONGC.

5. The ONGC submitted that if the documents produced by the union are perused then Sr. Nos. 2 to 75 are copies of utilization records for various months. The said documents just show that the services of some of the concerned persons have been utilized by a department of ONGC. It is submitted that the said documents have not been proved by the union, therefore same have not been exhibited and thus they cannot be relied upon. For the sake of arguments even if such documents are taken on their face value then also the same would not prove that the concerned persons were working in prohibited category of Telephone Operators, Helpers as alleged or otherwise. The union has also produced bank statements of 3-4 concerned persons and if the same are perused then it would be crystal clear that the concerned persons are employees of the contractor and are paid by the contractor. Hence the documents produced by the union do not hold any ground or help the case of the union.

Ministry has referred the matter for category of Telephone Operator and Helpers in prohibited category as per notification dated 08.09.1994. The Union has examined Shri Ashwin Hiralal Raval vide Ext. 12. In cross examination he has admitted that he and other four workers have not done any telephone operator technical course. ONGC has not given any appointment letter. At the time of deposition salary was paid through cheque by the contractor. He has admitted that he does not know when the other four workmen joined the duties. He has no documentary evidence for the same.

Union examined one Shri Amrishkumar Santikumar Dave vide Ext. 13 in cross examination. He has admitted that he has no proof to show that he was working with the ONGC. He was not given any appointment letter by ONGC.

Union has also examined Shri Amrutbhai G. Makwana vide Ext. 14. In cross examination he has stated that ONGC has not given any appointment letter. He has stated that salary was paid through bank but the salary amount debited by the contractor is not known to him. He has further admitted in his cross examination that he has no proof to show that he has been working as Diesel Generator Operator.

6. The second party's learned counsel submitted written arguments which are reproduced as under:

“(1) This reference is caused to the Central Government Industrial Tribunal, Ahmedabad (CGIT for short) by the Govt. of India by order dated 17.02.2000 to adjudicate and decide the following terms of reference.

“Whether the demand of Gujarat Mazdoor Panchayat stating that Shri Dave A.S. and 15 others (as per list attached) were deployed by ONGC Ltd., Mehsana, as Telephone Operators, Helpers in prohibited category of employment vide Notification No. U/23013/4/92-LW dated 08.09.1994 and that the concerned workmen are entitled to be treated in direct employment in ONGC Ltd, Mehsana Project from the date of their engagement along with all benefits is legal and justified? If yes, then to what relief the concerned workmen are entitled and from which date?”

(2) Gujarat Mazdoor Panchayat (Panchayat for short) for and on behalf of the workmen has submitted its statement of claims Ext. 3 date 29.08.2000 before the Tribunal. Notification of Government of India, Ministry of Labour prohibiting the employment of contract labour in various works specimen in schedule is annexed hereto in the establishment of Oil and Natural Gas Commission in the country date 08.09.1994 is also a record of the case (Ext. 13).

(3) As per the said notification of Govt. of India “Telephone Operators, Helpers is a prohibited category. The 16 workmen concerned in this reference are working as Telephone Operators, Helpers in the prohibited category. As per the provision contained in contract labour (Regulation and Abolition) Act once a contract arrangement is prohibited the workmen are to be deemed workmen of the principal employer. In this case the workmen named in the schedule of reference are doing Telephone Operators, Helpers work and hence are in the prohibited category of workmen and as such they are the permanent workmen of ONGC Ltd.

(4) The ONGC Ltd. could not have permitted to continue the contract labours employment in the nature of Telephone Operators, Helpers work. Continuing to employ contract labour to do Telephone Operators, Helpers work as such is illegal. The whole arrangement on and from the date of notification 8/9/94 is bad in law.

(5) The next submission is that the Contract Labour (Regulation and Abolition) Act 1970 (Contract Act for short) is applicable to the ONGC Ltd. As per the Contract Labour (Regulation and Abolition) Act 1970, it is necessary for the Principal Employer (ONGC Ltd. for short) to obtain a certificate of registration to appoint a contractor and the contractor so appointed should obtain a licence under the contract act before starting the contract work. In the absence of a Registration Certificate with the principal employer and / or in the absence of a licence with the contractor the contract arrangement is thus sham and bogus. The contract act does not permit an employer to appoint contractor without licence. Any contract without a registration with the Principal Employer and any contractor without a licence to employ contract labour are illegal and void. In our case the reference is made on 17.02.2000. The workmen had served their demand notice dated 01.07.1999. This makes it amply clear that the workmen were working in ONGC Ltd. even before 01.07.1999. There is no Registration Certificate prior to 01.07.1999 with ONGC Ltd. A few documents have been produced by ONGC Ltd. It reveals from the list produced, the list is received by the union on 11.09.2002. Item No. 3 of the list states that the registration is obtained for and on behalf of one contractor i.e. Public Power Kamdar Sahakari Mandali Ltd. It is for a period of 2 years i.e. from 01.07.1998. Item No. 1 in the list is the zerox copy of the certificate of registration of 17.08.1999 with retrospective date.

A bunch of zerox papers received by the Panchayat on 11.09.2002 produced by the ONGC in on record of the case. Who has produced the papers before the court is not known. The person producing the said bunch of papers is not known to anyone. On reading the papers it is seen they are the zerox copies of the certificate of registrations of difference date and zerox copies of the licence issued to difference contractor for different period. However the said bunch of papers has not been produced properly and hence is not exhibited by the CGIT and so it is of no use whatsoever.

The Whole arrangement between ONGC Ltd. and the so-called parties is sham and bogus. The contractor has not been examined as a witness by the ONGC Ltd. before the tribunal. Hence the tribunal is handicapped from knowing the details of each contract. The arrangement as such is sham and bogus.

The Panchayat hence submits that 16 workmen are the permanent workmen of ONGC Ltd. and they should be held so.

The Panchayat hence submits the 16 workers are in the prohibited category and as such are the permanent workmen of the ONGC Ltd. from the date the contract got abolished under the CLRA Act. “

7. In reply the ONGC submitted that as stated hereinabove as many as 30 documents are produced by the ONGC vide Exh-30. The same include copy of registrations issued to the ONGC by the competent authority under the Contract Labour(R & A) Act, 1970, various communications by the Competent Authority, copy of licenses issued by the Competent Authority to various contractors and also copy of agreements entered into between ONGC and various contractors. It is also submitted that the Competent Authority would not have issued Registration or License if the work was of permanent or perennial nature. On the contrary if the item No. 2 from the sad D-list of Aug. 1999 is perused, then it is crystal clear that the Authority has instructed the ONGC to inform all the contractors to obtain labour license. If the contract agreements are perused then also it is also clear that contracts have been awarded after following a legal and valid tender procedure and the same are given for different types of seasonal and casual nature of jobs. Thus from the above documentary evidences itself makes it clear that the contracts are given for miscellaneous jobs of seasonal and casual nature after following valid and legal process and the Registration as well as Licenses are issued by the Competent Authority under the CLRA, 1970. Therefore the contract is genuine and legal and hence the reference is required to be rejected based on the documentary evidences.

8. It is further argued by First party ONGC that as stated hereinabove 3 of the total 16 persons have only been examined by the union before this Hon'ble Tribunal. It is pertinent to note here that no documentary evidence is put on record to prove that the concerned persons are working in prohibited category of Telephone Operators, Helpers or they are being supervised and/or controlled by the officers of the ONGC. All the three persons have been cross examined by the ONGC. If the cross examination of 1 of the concerned persons i.e. Makwana Amrutbhai Gelabhai at Exh.-14 is perused then also it is found that *no appointment letter was given by the ONGC to any of the concerned person or workman. The witness has further admitted that salary is paid by the contractor and the PF is also deducted from his salary and no designation of Telephone Operators, Helpers is given to him. He has further admitted that he is doing work of miscellaneous nature. He has also admitted that other concerned persons are also doing the same miscellaneous works. He has further admitted that he does not know the age, date of joining, qualification or the address of the other concerned persons.* Thus the cross examination of the concerned witnesses itself give clear conclusion that the said persons are doing miscellaneous work and not working as Telephone Operators, Helpers as

alleged. From the Bank statement of the said persons as well as from the cross examination it is clear that he is being paid by the contractor and his PF was also deducted by the said contractor. Now if the cross examination is read along with contract agreement between ONGC and contractor produced by the ONGC then it is clear that the concerned persons are doing work of miscellaneous nature and not as Telephone Operators, Helpers.

9. The ONGC submits that as per the settled legal position documentary evidences would prevail over oral evidence. In the above matter the ONGC has produced documents of registration, license, and contract agreement etc. to prove that the concerned persons are doing miscellaneous work of seasonal and casual nature and the concerned persons/witnesses have also in their cross examination admitted that they are doing miscellaneous work. The union has merely stated in its Statement of Claims that the work is of perennial nature and the concerned persons are being controlled and supervised by the officers of the ONGC but they have not produced a single document to substantiate the said contention. The union has also merely made a bald statement that the concerned workers are working in the prohibited category of Telephone Operators, Helpers but no evidence to that effect is led by the union to substantiate the same. On the other hand from the documents produced by the ONGC coupled with the cross-examination of the concerned persons it is crystal clear that the work done by the concerned persons is of miscellaneous nature and they are not doing any job which would fall in the category of Telephone Operators, Helpers. As per the settled position of law, the onus is upon the claimant to substantiate or prove his case but in the present case the union has miserably failed to do so and therefore on this ground alone the reference is required to be rejected.

10. The ONGC further submitted that ad-interim relief has been granted in favour of the concerned persons from the day one i.e. from August, 2000 and the same has continued till date and it is because of the orders passed by this Hon'ble Tribunal the concerned persons were permitted to continue in job till date. In other words the concerned persons are in litigious employment. As per the proposition law settled by the Hon'ble Apex Court in case of Umadevi as well as other landmark judgments such persons who have been continued only due to orders passed by the Court or due to pendency of cases before the Courts cannot claim for regularization stating that they have been in continuous employment for years together.

11. It is further submitted that as stated hereinabove, ONGC is a State under Article 12 of the Constitution of India and therefore has to abide by the provisions of Article 14, 16 as well as Recruitment Rules while recruiting any persons. Admittedly the concerned persons have neither been appointed by the ONGC nor have faced interview, selection process and induction process as required by the recruitment rules. The said persons also do not fulfil the eligibility criteria as per the Recruitment Rules. The Recruitment Rules of the ONGC provide for the selection process before recruiting any person and the same is admittedly not followed in the present case as the concerned persons are contractual employees. Therefore on this ground alone the concerned persons are not entitled to any relief as the same would tantamount to back door entry and would be violative of Article 14 and 16 of the Constitution of India.

12. It is also submitted by ONGC that admittedly the said persons have been engaged by the Contractor and yet no contractor i.e. their employer has been joined as a party in the present proceedings and therefore on the ground of non-joinder of necessary party alone the present reference is required to be rejected. Similar view has been taken by the Hon'ble Allahabad High Court in case of M/s. NTPC Ltd. reported in 2015 (144) FLR 248.

13. The ONGC also submitted that as stated hereinabove as per admission of the concerned persons they are being employed by the contractors and are paid by the said contractors. It has also emerged in the cross examination that they are being paid on daily wage basis. It is also undisputed that the work performed by them is of miscellaneous nature. It is also submitted that the concerned workers accepted such appointment with open eyes and therefore now they cannot turn back and claim regularization or equal pay by way of litigious employment.

14. The ONGC also submitted that the Hon'ble Apex Court has in series of judgments held that doctrine of separation of powers is to be followed by the three wings and as per the said doctrine granting of regularization or equal pay should not be done by the Judiciary and the same should be left to the Executive Wing of the state. The Hon'ble Apex Court has also held that host of factors are to be considered before granting of regularization or equal pay like selection, interview, induction, age, educational qualification, roles and responsibilities, nature of work etc. The Hon'ble Courts have held that only if there is whole some identity between the two sets of employees then in that case only equal pay can be granted and not otherwise. As stated hereinabove in the present case the Union has not proved that there is wholesome identity between the concerned persons and regular employees of the ONGC and therefore they are not entitled for any relief as prayed for.

15. The ONGC relied upon several judgments which are as under:

- I. The Hon'ble Supreme Court in a case of **Vice Chancellor Lakhnow University, Lakhnaw Vs. Akhilesh Kumar Khare & Anr. reported in 2015 III CLR 464** held that the Courts cannot issue any direction for absorption / regularization of temporary, contractual, casual, daily wage or ad-hoc employees.

- II. The Hon'ble Supreme Court in case of **Account Officer (A&I) APSRTC & Ors. Vs. K.V. Ramana & Ors.** 2007 LLR 338 held that contractual workers who have completed 240 days without any break cannot be regularized dehors the rules of selection as they had not undergone the departmental selection process.
- III. The Hon'ble Supreme Court in a landmark judgment of Dena Nath and Ors. reported in **1992 (64) FLR 39** held that the CLRA Act merely regulates the employment of contract labour in certain establishment and provides for its abolition in certain circumstances. Non compliance of the provisions only exposes to prosecution but the contract labour employee does not become direct employees of principal employer.
- IV. The Hon'ble Supreme Court then in case of Steel Authority of India Ltd. and Ors. reported in 2001 (2) SCSLJ = 2001 LLR 961 also laid down a ratio that
"Neither Section 10 of the CLRA Act nor any other provision in the Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by Appropriate Government under sub section (1) of Section 10, prohibiting employment of contract labour, in any process, or other work in any establishment. Consequently the principal employer cannot be required to order absorption of the contract labour working in the concerned establishment."
- V. In **Union of India & Anr. Vs. Ramsingh Thakor & Ors.** reported in 2012 AIR SCW 3806 Hon'ble Apex Court held that regularization of services is an executive function and such direction cannot be given by the Judiciary.
- VI. Hon'ble Apex Court in case of **Balvant Rai Saluja & Anr. Vs. Air India Ltd. & Ors.** 2014 III CLR 751 held that contractual workers working in statutory canteen as per the Factories Act who are under certain degree of control of the Principal Employer also cannot claim regularization as there is no parity in the nature of work, mode of appointment, qualification etc. between regular employees of the partly employer and concerned persons. In the present case admittedly the second party workmen are engaged by the contractor like in the above case and hence they are not entitled for regularization.
- VII. The Division Bench of Hon'ble High Court of Gujarat in **LPA 530 in the case of Jhon Peter Farnandiz** also held that as per the position of law settled by the Hon'ble Apex Court in various judgments contractual workers have not undergone the selection process and therefore they cannot claim regularization. (citations is not given in written arguments)
- VIII. The ONGC also relied upon the judgment passed by the Hon'ble Division Bench of Gujarat High Court in Hadvad Nagar Palika wherein the Hon'ble Bench held that compliance of Section 25F is also not required in case of daily wages. (Citation is not given in written arguments)
- IX. In LPA No. 2038/2004 in case of Shukla M.P. Vs. Municipal Commissioner also the Division Bench of Hon'ble Gujarat High Court held that once the concerned person has not followed the selection process, he cannot be entitled for regularization. (Citation is not given in written arguments)
- X. In case of latest judgment of Gujarat high court in **ONGC v/s Shri Chetan Kumar Patel and Others** reported in 2016 III CLR Page 106 workmen prayed for regularization with ONGC. The Hon'ble High Court has after considering the judgment of Constitution Bench in Umadevi reported in 2006 II CLR 261, Indian Drugs Pharmaceuticals, Kendriya Vidya Sangathan, U.P. State Electricity Board, Official Liquidator Vs. Dayanand etc. held that
 - If it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued.
 - Merely because a temporary employee or a casual wage worker is continued for a time being beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength on such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules.
 - Regularisation is not a mode of appointment.
 - The Government or the instrumentality of the State cannot regularize the appointment made contrary to the course of selection as envisaged by the relevant rules governing the posts.
 - The High Court acting under Article 226 of the Constitution of India should not issue directions for regularization or permanent continuance unless the recruitment itself was made regularly and in terms of the constitutional scheme.
 - There should be no further by-passing of the constitutional requirement and regularization or making permanent those not duly appointed as per the constitutional scheme. [vide Shilpa Jinda case (supra)]

- XI. The present first party submits that after the constitution bench judgment the Hon'ble Apex Court in 2010 in case of State of Karnataka & Ors. Vs. Gadilingappa and Ors. held that any judgment / direction contrary to the directions given in Umadevi's case [2006(4) SCC 1] shall not have a precedent status.
- XII. The First Party submits that, the first party has examined its officer Mr. Patel in Ref.(CGITA) No. 268/2004 and he has stated that in ONGC recruitment is being done under the R & P Regulations. The names are invited from the employment exchange and thereafter screening by way of written and oral test and thereafter medical examination the regular workmen were appointed. Admittedly these persons/workmen have not undergone this process and hence they are not entitled to get absorption with ONGC. ONGC is State under Article 12 of the Constitution of India and it has to follow provisions of Articles 14, 16 and 309 of the Constitution of India at the time of recruitment. If the prayer of the second party is granted then it would amount to be back door entry. This cannot be permitted under the settled law. Similar view has been taken by the Constitution Bench comprising of five judges of the Hon'ble Supreme Court in case of Secretary, State of Karnataka and Ors. Vs. UMADEVI and others, reported in 2006 II CLR 261.

16. The Gujarat Mazdoor Panchayat ("Panchayat" for short)/second party's learned counsel submitted **Brief Reply to Written Submissions of the First Party-ONGC Ltd which is reproduced as under:**

"(i) The First Party ONGC Ltd. has produced documents vide list Ext. 13 of 30 documents which was not proved by the ONGC Ltd. and the documents are copies of Registration Certificates, Licence, other communications and agreements etc. If we pursue the registration certificate at Sr. No. 1 date of issuing certificate is 16.11.1999 which is after arising the dispute vide demand notice date 01.07.1999 and at the same time licence were also issued with effect from ante date which is not legal according to contract labour (R & A) Act, 1970. It is also seen from the agreements that the agreements are also made from retrospective dates, which is also against the settled position of law. However all these documents are not adopted or proved by ONGC Ltd and they were not exhibited.

(ii) The first party ONGC Ltd. has examined two witness, one Mr. B.P. Rathod in Ref(CGITA) : 268/2004 at Ext. 16 and other is Mr. Isikella Krishna Murthy in Ref(CGITA): 270/2004 at Ext. 14 both the witness in their cross examination has admitted that the concerned workers are working in ONGC Ltd. at Mehsana since long. They also admits that work was provided by ONGC Ltd. and place of work is in the premises of ONGC Ltd. The workers work on which machinery or in field area or in office area is off ONGC Ltd. The workers working for the benefits of the ONGC Ltd. so from the above it is clear that the workers are of the first party ONGC Ltd. which is not disputed.

(i) The second party Panchayat has examined three witness in this case, vide Ext. 14, 16 and 17 and Panchayat also examined their witness in each cases, and all the witness admits that they are working for the ONGC Ltd., Place of work is in the premises of ONGC Ltd. work provided by ONGC Ltd., for their work required tools, tackles, spare parts provided by ONGC Ltd., Stationeries, Machineries, Radio-wireless sets and Telephone etc. on which concerned workers are working is of ONGC Ltd. Transportation facilities also provided by the ONGC Ltd. for working on filed area. The workers have to work under the instruction and supervision of the officer of the ONGC Ltd. The workmen are working round the clock in each shift. They are doing permanent and day to day work for the benefits of the ONGC Ltd. The first party has never disputed the working of the workers and their date of joining in ONGC Ltd. It is clear from the oral evidence of workman in each case that they are doing work on permanent basis and day to day which is prohibited by Central Government notification dated 08.09.1994.

(ii) The second party Panchayat submits that the various judgements of the Apex Court, it is settled that workers engaged through so-called contract arrangement and the contracts are bogus and camouflage then the workers are be treated as the permanent workers of the principal employer.

(A) BhilwaraDoodhUtpadakSangh Ltd.

V/s

Vinod Kumar Sharma & Others

(2011 CLR P. 1079) (SC)

In the above case, Hon'ble Supreme Court held that:

(3) In order to avoid their liability under various labour statutes employers are very often resorting to subterfuge by trying to show that their employees of a contractor. It is high time that this subterfuge must come to an end.

(4) Labour statutes were meant to protect the employees/workmen because it was realized that the employers and the employees are not on an equal bargaining position. Hence, protection of employees was required so that they may not be exploited. However, this new technique of subterfuge has been adopted by some employers in recent

years in order to deny the rights of the workmen under various labour statutes by showing that the concerned workmen are not their employees but are the employees/workmen of a contractor, or that they are merely daily wage or short term or casual employees when in fact they are doing the work of regular employees.

(5) This court cannot countenance such practices any more. Globalization / liberalization in the name of growth cannot be at the human cost of exploitation of workers.

(B) Steel Authority of India Ltd. and Ors.

2001 LLJ (II) P : 1087 (SC)

119 (5) On issuance of prohibition notification under Section 10 (1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/ camouflage to evade compliance of various beneficial legislations as to deprive the workers of the benefit there under. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment subject to the conditions as may be specified by it for that purpose in the light of Para 6 hereunder.

(C) Steel Authority of India Ltd.

V/s

Gujarat Mazdoor Panchayat

2004 GLR (1) P : 729

18. The Position of law, which emerges from the reported decisions of the Supreme Court, is that workmen working under a contract are entitled to raise a demand that they should be declared as workmen of the principal employer. It is always open to the workmen concerned to place materials before the industrial adjudicator to show that the contract between the principal employer and the contract labourer is sham or not genuine, and claim declaration that they were always the employees of the principal employer and are entitled to appropriate service conditions. When such a dispute is raised, it is not a dispute for abolition of labour contract. Hence, the provisions of Section 10 of the Act will not bar either the raising, or the adjudication, of such a dispute. When such a dispute is raised, industrial adjudicator has to decide whether the contract is sham or genuine. It is only if adjudicator comes to a conclusion that the contract is sham, then he will have jurisdiction to adjudicate the dispute. If however, he comes to a conclusion that the contract is genuine, he will have to dismiss the reference and may refer the workmen to the appropriate government of or abolition of contract labour under Section 10 of the act.

In the light of above referred to principles of law, the dispute raised in the petition will have to be considered by this court. However before resolving the dispute raised in the petition, it would be relevant to advert to oral evidence adduced by the parties before the tribunal.

18 The factors which may establish that a contract between the principal employer and the labour contractor is a mere paper arrangement or an eye wash or a camouflage or a ruse or a façade or a name lender are; (i) activities/business of the principal employer, (ii) genuine need or requirement of engaging contract labour, (iii) length of continuous and uninterrupted service of workmen, (iv) nature of work done by workmen, i.e. whether the work is perennial in nature or intermittent, (v) who has, in fact, supplied the labour force to the principal employer, meaning thereby, whether the services of the workmen were made available to the principle employer by the labour contractor after making recruitment, (vi) extent of supervision and control of the workmen by principal employer, (vii) whether the workers do the labour work to produce goods or service for business of the principal employer, and (viii) whether the provisions of the Act relating to registration and licence etc. are complied with. The plea that the industrial adjudicator cannot take into consideration the factors mentioned in Clauses (a) to (d) of Section 10 (2) of the Act to arrive at the finding as to whether the labour contracts are genuine or not cannot be accepted in view of the principles laid down in Gujarat Electricity Board V. Hind Mazdoor Sabha (supra) at Page 67, Paragraph 59.

(D) Workmen of Bhurkunda Colliery of Central Coalfields Ltd.

V/s

State of Bihar & Ors.

2006 SSC (L&S) P. 530

“Both employers and employees have their respective obligations. They must have the appreciation of each other’s responsibilities, duties and obligations. The Trade Union and Labour Union should understand and appreciate the fact that Labour is not a commodity nor is it a mere supply of Labour force at the managements disposal. Essentially, Labour is the real basis that underlines the production of goods and services. Through the work should the human personality and its sense of responsibility be able to unfold, management should appreciate this and always attribute its success to the trained and effective labour force. It must be understood by all concerns that both the employees and employers are vital for any industry and unless there is proper coordination, the smooth functioning of any industry would be difficult.

From the all judgments it is clear that the workmen of the concerned disputes are permanent workmen of the Principal Employer and not of the so-called contractors.

(5) The criteria of the judgments of State of Karnataka V/s Umadevi and Ors. Are not applicable to this case, because these are the workers are not daily wage, they working on regular basis and has paid on monthly basis and they are doing permanent and perennial work for the ONGC Ltd.

In view of what is stated above the concerned workers are of the ONGC Ltd. and they should be treated as the permanent workmen of the ONGC Ltd. from their date of joining.

In this reference, there are two issues which are to be addressed by the Tribunal.

1. Whether the workmen involved in this reference were/are working in prohibited category and also in direct employment in ONGC Ltd, Mehsana Project from the date of their engagement?
2. Whether the workmen can claim any advantage of litigious employment?
3. Whether all these workmen are entitled to be regularized as permanent employee of ONGC Ltd, Mehsana Project along with all benefits?

Issue 1: Here I would like to clarify that burden to prove aforesaid issues was lying on the second party. But from the evidence oral and documentary on record, the second party workmen have miserably failed to prove that they were working in prohibited category and also in direct employment in ONGC Ltd, Mehsana Project from the date of their engagement because the witnesses examined by the Second Party Union in their statement on oath have confined their evidence to themselves leaving other workmen who were not examined by the Second Party Union clearly stating that they were engaged by contractors from time to time. Second, every post in prohibited category and of permanent nature has some prescribed eligible qualification. Neither of witnesses examined has stated as to what was the eligible qualification of prohibited category of the post of Telephone Operators, Helpers and as to whether all the workmen involved in this reference were also having that eligible qualification. Third, it is basic law that post of permanent cadre cannot be filled without following the due procedure of selection for that post. Fourth, they have not categorically denied that they were not contractual workmen. Fifth they have admitted that the wages were paid by the contractor and provident fund was also deposited by the contractor. Sixth, neither of witnesses examined has clarified as to what work they used to do. Seventh, the reference involves sixteen workmen and neither of witnesses examined has stated that as to whether other workmen were having the required eligible qualification of the post of Telephone Operators, Helpers. The post of Telephone Operators, Helpers is in prohibited category but High Court of Allahabad has stayed the Notification No. 643(E) dt 08.09.1994 related to prohibited category. It is also noteworthy that most of the workmen involved in this reference are persons who were technician so they cannot be called as Telephone Operators, Helpers. Thus this issue is decided in negative and against the second party workmen.

Issue 2: There are number of decisions of Apex Court as produced by First party which is not rebutted by second party that any person cannot take advantage of litigious employment. Thus this issue is decided in negative and against the second party workmen.

4. Issue 3: In the light of above findings this issue is decided that all these workmen are not entitled to be regularized as permanent employee of ONGC Ltd, Mehsana Project along with all benefits. However First party shall consider those workmen who are having eligible qualification for the related post as and when becomes vacant after following the due procedure of selection for that post including in prohibited category giving them reasonable age relaxation.

17. The award is passed accordingly.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2016

का.आ. 2324.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ. एन.जी.सी. लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 266/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.11.2016 को प्राप्त हुआ था।

[सं. एल-30011/24/2000-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 28th November, 2016

S.O. 2324.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 266/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. ONGC Ltd. and their workman, which was received by the Central Government on 23.11.2016.

[No. L-30011/24/2000-IR (M)]

RAJESH KUMAR, Under Secy.

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

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,

Dated 21st October, 2016**Reference: (CGITA) No. 266/2004**

The Group General Manager (P),
ONGC Ltd., KDM Bhawan, Palavasana,
Mehsana

...First Party

V/s

The General Secretary,
Gujarat Mazdoor Panchayat,
Shram Shakti, P.B. No. – 77, Opp. Prabhat Press,
Mirzapur Road, Ahmedabad

...Second Party

For the First Party : Shri K.V. Gadhia Associates

For the Second Party : Shri P. Chidambaram

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30011/24/2000-IR(Misc.) dated 17.02.2000 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of Gujarat Mazdoor Panchayat stating that Shri Chauhan Bhagwati K. and 681 others (as per list attached) were deployed by ONGC Ltd., Mehsana, as Attendants, Peons & Helpers in prohibited category of employment vide Notification No. U/23013/4/92-LW dated 08.09.1994 and that the concerned workmen are entitled to be treated in direct employment in ONGC Ltd, Mehsana Project from the date of their engagement along with all benefits is legal and justified? If yes, then to what relief the concerned workmen are entitled and from which date?”

The reference dates back to 17.02.2000

Name of Workmen involved in the reference are as under:

1. Mrs. Chauhan Bhagwati K.	2. Shri Darbar Bhikhabhai B.	3. Shri Kulkani Nitin S.
4. Shri Mahadkar Santoshkumar G.	5. Shri Raval Prahaladbhai G.	6. Shri Thakor Kakuji K.
7. Shri Sindhi Ashokkumar M.	8. Shri Vankar Khemchand G.	9. Shri Bhangi Jayram D.
10. Shri nagar Gitaben	11. Shri Thakor Baldev S.	12. Shri Bhangi Virambhai S.
13. Shri Bhangi Babubhai R.	14. Shri Chauhan Shankar K.	15. Shri Makwana Vinodkumar
16. Shri makwana Jagdish N.	17. Shri Bahngi Vasantbhai S.	18. Shri Makwana Ashokkumar
19. Shri Thakor Raghuji M.	20. Shri Chaudhary Babubhai F.	21. Shri Bhangi Rameshbhai D.
22. Shri Valamiya Hasmukhbhai H.	23. Shri Makwana Dahyabhai P.	24. Shri Makwana Natubhai M.
25. Shri Bhangi Ashokbhai N.	26. Shri Chaudhary Shankar K.	27. Shri Parmar Mukesh V.
28. Shri Bhangi Dipakkumar K.	29. Shri Modi Sanjay R.	30. Shri parmar Nathaji B.
31. Shri Bhangi Ganesh K.	32. Shri Parmar Ishawarbhai D.	33. Shri Makwana Khodabhai S.
34. Shri Bhangi Hargovanbhai M.	35. Shri Parmar Sevantilal B.	36. Shri Makwana Dilipkumar M.
37. Shri Bhangi Kantibhai M.	38. Shri Patel Pavleshkumar	39. Shri Makwana Gandabhai K.
40. Shri Bhangi Kiranbhai H.	41. Shri Patel Kaniyalal S.	42. Shri Mali Natwarlal P.
43. Shri Bhangi kiRITBHAI K.	44. Shri Chaudhary Rameshkumar P.	45. Shri Parajapati Babubhai V.
46. Shri Bhangi Kmukeshbhai C.	47. Shri Chaudhary Samjibhai D.	48. Shri Chaudhary Joitabhai S.
49. Shri Bhangi Navinbhai C.	50. Shri Chaudhary Vasantkumar P.	51. Shri makwana Naginbhai A.
52. Shri Bhangi Rajesh C.	53. Shri Gandhi Madhusushan D.	54. Shri thakor PRAHALADBHAI S.
55. Shri Bhangi Raman K.	56. Shri Makwanat Revabhai I.	57. Shri Thakor Jasanji J.
58. Shri Bhangi Sureshbhai C.	59. Shri Pathan Ayubkhan Y.	60. Shri Pathan Aayubkhan B.
61. Shri Bhangi Dineshbhai C.	62. Shri Prajapati Govindbhai M.	63. Shri Parmar Kanubhai K.
64. Shri Bhangi Ganpatbhai B.	65. Shri Rathod Baldevbhai N.	66. Shri parmar Manilal S.
67. Shri Bhangi Ganpat C.	68. Shri Thakor Jitendra M.	69. Shri Parmar Ramabhai D.
70. Shri Bhangi Vasudev K.	71. Shri Yadav Rammurti	72. Shri Raval Ambalal S.
73. Shri Kureshi Kadarbhai M.	74. Shri Solanki Dineshkuamr M.	75. Shri Thakor Dipsingh F.
76. Shri Makwana Ashwinkumar K.	77. Shri Bhangi Maheshbhai K.	78. Shri Verma Subhashsingh R.
79. Shri Bhangi Mangadbhai J.	80. Shri Senma Jagdishkumar B.	81. Shri Nadia Govindbhai R.
82. Shri Bhangi Rajesh S.	83. Shri Gandhi Vinodbhai R.	84. Shri Ishmael Mayuradin S.
85. Shri Chaudhary Arvind L.	86. Shri Parmar Mahesh A.	87. Shri Kunatal Raju S.
88. Shri Chaudhary Pasang J.	89. Shri Thakor Bachuji D.	90. Shri Makwana Mahesh R.
91. Shri Makwana Amrutbhai K.	92. Shri Thakor Girish L.	93. Shri Chavda Ranjitsinh K.
94. Shri Makwana Natvarbhai C.	95. Shri Thakor Jayntiji L.	96. Shri Prajapati yogeshbhai J.
97. Shri Modi Dashrathbhai A.	98. Shri Thakor Nagji B.	99. Shri Siddiki Ishlamuddin M.
100. Shri Parmar Raju H.	101. Shri Vaghela Manuji V.	102. Shri soLANKI Vishnubhai G.
103. Shri Rathod Suresh G.	104. Shri Desai Kanjibhai L.	105. Shri Sokanki Vishnubhai G.
106. Shri Rawat Mafaji B.	107. Shir Desai Khodabhai O.	108. Shri Sokanki Mafabhai K.
109. Shri Siresirya Jitubhai H.	110. Shri Nadia Dahabhai M.	111. Shri Bhangi Virambhai H.
112. Smt. Solanki Amrutaben N.	113. Shri Parmar Pravinbhai P.	114. Shri Gandhi Ravi M.
115. Shri Solanki Dinesh A.	116. Shri Patel Dasharath B.	117. Shri Makwana Bharatbhai D.
118. Shri vaghela Somabhai M.	119. Shri Raval Bharat M.	120. Shri Makwana Mukesh P.
121. Shri Bhangi Somabhai M.	122. Shri Raval Ramjibhai S.	123. Shri Bhangi Jagdish S.
124. Shri Chauhan Haresh V.	125. Shri Shrimali Vishbubhai B.	126. Shri Gadhavi Mahesh M.
127. Shri Bhangi Ramabhai S.	128. Shri Sindhi Rajeshkumar M.	129. Shri Gadhavi Naresh H.
130. Shri Parmar Rameshbhai D.	131. Shri Solanki Babubhai B.	132. Shri Makwana Mahesh H.
133. Smt. Chauhan Saratben U.	134. Shri Vaghela Karansinh G.	135. Shri Makwana Mukesh P.

136. Shri Chaudhary Vishnubhai R.	137. Shri Vaghela Gabhubhai D.	138. Shri Nadia Bhikhabhai R.
139. Shri Bhangi Rajesh S.	140. Shri Makwana Vinodkumar B.	141. Shri Vohra Lalbhai U.
142. Shri Makwana Kangaram H.	143. Shri Bhatia Bachuji	144. Shri Chaudhary Jethibai R.
145. Shri Makwana Ratilal C.	146. Shri Dave Paresh K.	147. Shri Makwana Jagdishbhai S.
148. Shri Vaghela Rameshkumar M.	149. Shri Gohel Bhanu A.	150. Shri Senma Laxmanbhai K.
151. Shri Makwana Rajeshbhai D.	152. Shri Gosai Vishnu A.	153. Shri Bhangi Ashokbhai H.
154. Shri Memon Mohd. Ayub J.	155. Shri Gosai Mahosh Bharathi A.	156. Shri Modi Alpeshkumar Babulal
157. Shri Makwana Punamchand S.	158. Shri Parmar Mahendar M.	159. Shri Patel Rajendra K.
160. Shri Parmar Ganpatbhai S.	161. Shri Parmar Babulal J.	162. Shri Patel Rajendra K.
163. Shri Bhangi Kantibhai K.	164. Shri Parmar Dipak H.	165. Shri Rawat Lilaben B.
166. Shri Bhangi Babubhai D.	167. Shri Parmar Jagdish C.	168. Shri Solanki Manhar
169. Shri Bhangi Ramabhai S.	170. Shri Sindhi Ayub Y	171. Shri Bhangi Rameshbhai V.
172. Shri Bhangi Babubhai J.	173. Shri Solanki Anirudh S.	174. Shri Parmar Randhirbhai K.
175. Shri Bhangi Babubhai S.	176. Shri Sutariya Rashmikan D.	177. Shri Parmar Yashwantbhai N.
178. Shri Bhangi Baldevbhai M.	179. Shri Thakor Ashok L.	180. Shri Sirisiya Rajubhai K.
181. Shri Bhangi Baldevbhai M.	182. Shri Vitthalbhai Parshottambhai	183. Shri PARMAR Maheshbhai C.
184. Shri Bhangi Dinesh A.	185. Shri Maheriya Hashmukhbhai	186. Shri shekh Imrambhai N.
187. Shri Bhangi Harshad H.	188. Shri Rana Arvind M.	189. Shri Kansara Alpeshkumar B.
190. Shri Bhangi Hirabhai M.	191. Shri Solanki Laxamanbhai M.	192. Shri Chaudhary Batsangbhai U.
193. Shri Bhangi Jitubhai H.	194. Shri soLANKI Prahaladbhai M.	195. Shri Chaudhary Ishwarbhai K.
196. Shri Bhangi Nanjibhai S.	197. Shri Thakor Jayntiji L.	198. Shri Chuadhary Nanjibhai T.
199. Shri Bhangi Narsinh K.	200. Shri Dave Hitendrakumar N.	201. Shri Chaudhary Raghunath K.
202. Shri Bhangi Purshottam S.	203. Shri Parmar Chandubhai S.	204. Shri Chaudhary Vishnubhai V.
205. Shri Bhangi Pratap M.	206. Shri Rathod Baldevbhai M.	207. Shri Chauhan Girish P.
208. Shri Bhangi Shailesh M.	209. Shri Rathod Kapurbhai M.	210. Shri Parmar Jagdish bhai M.
211. Shri Bhangi Valjibhai K.	212. Shri Shrimali Kiritkumar K.	213. Shri parmar Karshanbhai N.
214. Shri Bhangi Dinesh M.	215. Shri Senma Amrutbhai B.	216. Shri parmar Jayntibhai C.
217. Shri Bhangi Gangaram H.	218. Shri Senma Bhagabhai H.	219. Shri Solanki Manubhai D.
220. Shri Sitapuriya Dhirajkumar G.	221. Shri Senma Ramabhai V.	222. Shri Solanki Mukeshkumar A.
223. Shri Pathan Firozkhan A.	224. Shri Solanki Manilal M.	225. Shri Chauhan Altafbhai L.
226. Shri Chuahdary Rameshbhai	227. Shri Senma Arvindbhai S.	228. Shri Makwana Manharsinh
229. Shri Patel Ashwinkumar J.	230. Shri Parmar Natwarlal P.	231. Shri parmar Hargovindbhai A.
232. Shri Barot Khodabhai M.	233. Shri Parmar Hasmukhbhai A.	234. Shri Pathan Mustaffa V.
235. Shri Jabarsing G.	236. Shri Parmar Rajesh A.	237. Shri Bhangi Galabhai K.
238. Shri Prajapati Prahladbhai M.	239. Shri Parmar Rajesh A.	240. Shri Thakor Dhanji R.
241. Shri Senma Amrutbhai	242. Shri Parmar Rajesh A.	243. Shri Patel Sureshbhai S.
244. Shri Thakor Jivanji R.	245. Shri Parmar Amrutbhai P.	246. Shri Bhangi Ghabhaji K.
247. Shri Thakor Somaji M.	248. Shri Parmar Dhanjibhai R.	249. Shri Chaudhary Dinesh V.
250. Shri Chaudhary Dahyabhai F.	251. Shri Sadhu Pravin B.	252. Shri Limbachiya Jagdish D.
253. Shri Sadhu Mukeshkumar M.	254. Shri Thakor Virshangji C.	255. Shri Makwana Bharat D.
256. Shri Darbar Jituji G.	257. Shri Chaudhary Dahyabhai R.	258. Shri Sadhu Narendra G.
259. Shri Duttani Kanubhai N.	260. Shri Parmar Aatmaram M.	261. Shri Thakor kaluji B.
262. Shri Rajput Dilipkumar J.	263. Shri Chauhan Nayan Ratilal	264. Shri Thakor Mankaji B.
265. Shri Makwana rajeshkumar	266. Shri Senma Amrutbhai S.	267. Shri Thakor Rupsinghji U.
268. Shri Zala Ramesh H.	269. Shri Chaudhary Rameshkumar A.	270. Shri Prajapati Bhartkumar M.
271. Shri Thakor Jagatji	272. Shri Parmar Ganpatbhai M.	273. Shri Chauhan Mangarlal G.

274. Shri Chavda Mukeshkumar	275. Shri Desai Rughanathbhai H.	276. Shri Chauhan Zakir Hussain A.
277. Shri Chavda Punambhai T.	278. Shri Thakor Balaji S.	279. Shri Kanswal Bhanuprakash A.
280. Shri Darbar Jalamsinh D.	281. Shri Chaudhary Jayanti D.	282. Shri Prajapati Sirishkumar G.
283. Shri Nadia Govindbhai D.	284. Shri Chaudhary Shivram K.	285. Shri Rana Khemchand P.
286. Shri Nadia Govindbhai D.	287. Shri Makwana Navinbhai R.	288. Shri Desai Ishwarbhai R.
289. Shri Chuadhary Sagrambha	290. Shri Parmar Pravin J.	291. Shri Mali Ramvilas K.
292. Shri Makwana Kanubhai H.	293. Shri Patel Datharathbhai K.	294. Shri Raika Motibhai R.
295. Shri Patel Laljibhai S.	296. Shri Prajapati Gandabhai R.	297. Shri Tahkor Bhikhaji A.
298. Shri Prajapati Chaturbhai M.	299. Shri Thakor Kaluji D.	300. Shri Thakor Karaji M.
301. Shri Thakor Kanubhai P.	302. Shri Vadi Merubhai K.	303. Shri Thakor Velaji S.
304. Shri Makwana Vishnubhai M.	305. Shri Solanki Rameshbhai S.	306. Shri Vadi Sumabhai B.
307. Shri Thakor Julnaji	308. Shri Bhangi Parshottam C.	309. Shri Chaudhary Prasang B.
310. Shri Thakor Manuji M.	311. Shri Oza Gandabhai R.	312. Shri Makwana Girish K.
313. Shri Chaudhary Arvindbhai D.	314. Shri Patel Jashwantbhai A.	315. Shri Solanki Nilesh A.
316. Shri Bhangi Chamanbhai B.	317. Shri Thakor Ishwarji G.	318. Shri Raval Dineshkumar R.
319. Shri Bhangi Govindbhai S.	320. Shri Solanki Revabhai K.	321. Shri Purani Rameshchandra L.
322. Shri Chaudhary Govindbhai J.	323. Shri Rathod Vipulkumar G.	324. Shri Vyas Arvindbhai B.
325. Shri Chaudhary Kantibhai J.	326. Shri Prajapati Suresh P.	327. Shri Prajapati Gandabhai B.
328. Shri Chaudhary Ambalal K.	329. Shri Prajapati Suresh P.	330. Shri Rana Amratji M.
331. Shri Prajapati Chandubhai R.	332. Shri Parmar Nilesh G.	333. Shri Raval Arvindbhai J.
334. Shri Pradhan Rupalben V.	335. Shri Sadhu Naresh B.	336. Shri Thakor Laxmanji S.
337. Shri Pancholi Dilip P.	338. Shri Sadhu Suresh B.	339. Shri Thakor Nataji N.
340. Shri Vaghela Pravinbhai B.	341. Shri Tapodhan Girish P.	342. Shri Thakor Vikramji A.
343. Shri Parmar Manojkumar S.	344. Shri Parmar Ganpat S.	345. Shri Mathur Bhuneshkumar S.
346. Shri Bhangi Nagin A.	347. Shri Parmar Ashok J.	348. Shri Mina Kamlakarpalapearamvi
349. Shri Thakor Vanaji K.	350. Shri Parmar Dinesh P.	351. Shri Thakor Jagatsing
352. Shri Solanki Bhikhabhai B.	353. Shri Tapodhan Mukesh P.	354. Shri Chaudhary Babubhai F.
355. Shri Dipakkumar Keshavlal	356. Shri Parmar Dharmendra P.	357. Shri Makwana Harshadkumar D.
358. Shri Makwana Natwarlal I.	359. Shri Thakor Dhanaji P.	360. Shri makwana Kantibhai J.
361. Shri Makwana Maganbhai M.	362. Shri Prajapati Mukeshkumar K.	363. Shri Senma Dashrathbhai R.
364. Shri Mankana Naginbhai C.	365. Shri Thakor Samantsingh D.	366. Shri Thakor Mangaji V.
367. Shri Makwana Naranbhai D.	368. Shri Thakor Nanuji M.	369. Shri Vankar Mulchand D.
370. Shri Makwana Vasant C.	371. Shri Chaudhary Nagarajbhai H.	372. Shri Gandhi Laljibhai M.
373. Shri Parmar Chiman M.	374. Shri Chaudhary Dinesh B.	375. Shri Solanki Dashrathbhai S.
376. Shri Parmar Pravinkumar A.	377. Shri Chuadhary Shivrambhai V.	378. Shri makwana Kiritkumar M.
379. Shri Pathan Imtiyazkhan	380. Shri Jadav Kishan K.	381. Shri Prajapati Dalubhai
382. Shri Rathod Manilal L.	383. Shri Nadia Manilal V.	384. Shri Prajapati Kanubhai Z.
385. Shri Shrimali Shantilal K.	386. Shri Rana Bharatbhai M.	387. Shri Thakor Diwanji M.
388. Shri Solanki Bijalbhai T.	389. Shri Chaudhary	390. Shri Mehta Vinod A.
391. Shri Darbar Panaji H.	392. Shri Chaudhary Ramjibjhai	393. Shri Parmar Sarjabhai K.
394. Shri Ambalal Hiralal	395. Shri Chaudhary Kalubhai	396. Shri Prajapati Tejabhai K.
397. Shri Chauhan Prakash L.	398. Shri Chaudhary Nanjibhai R.	399. Shri Solanki Kalubhai K.
400. Shri Dahyabhai S.	401. Shri Chaudhary Navinbhai A.	402. Shri Thakor Devendra P.
403. Shri Darbar Vishnubhai L.	404. Shri Desai Hargovan M.	405. Shri Chaudhary Govindbhai K.
406. Shri Desai Hargovan M.	407. Shri Desai Hargovind M.	408. Shri Parmar Ashokkumar D.
409. Shri Mahendrakumar S.	410. Shri Kureshi Ayubhai A.	411. Shri Prajapati Jaydevbhai M.

412. Shri Natwarbhai Ishwarbhai	413. Shri Rabari Jayram P.	414. Shri Rathod Hasmukh R.
415. Shri Parmar Bhikhabhai S.	416. Shri Thakor Babuji M.	417. Shri Senma Amrutlal S.
418. Shri Parmar Dahyabhai S.	419. Shri Thakor Nagjibhai M.	420. Shri Solanki Kiritkumar P.
421. Shri Parmar Khemabhai S.	422. Shri Thakor Rupsinghji V.	423. Shri Solanki Sureshkumar A.
424. Shri Parmar Maganbhai L.	425. Shri Modi Mahendra H.	426. Shri Thakor Hiraben J.
427. Shri Parmar mAGANBHAI S.	428. Shri Chaudhary Devabhai K.	429. Shri Prajapati Prahaladbhai H.
430. Shri Parmar Mangalbhai L.	431. Shri Bhangi Mafatbhai K.	432. Shri Chauhan Sailesh M.
433. Shri Parmar Ramesh D.	434. Shri Parmar Bharat A.	435. Shri Chauhan Suresh L.
436. Shri Rabari Bhurabhai A.	437. Shri Solanki Kanubhai M.	438. Shri Makwana Mohan A.
439. Shri Rameshbhai Devjibhai	440. Shri Solanki Kanubhai M.	441. Shri Makwana Mohan A.
442. Shri Senma Atmaram A.	443. Shri Kayasth Vijay J.	444. Shri Makwana Mohanbhai A.
445. Shri Solanki Amrut H.	446. Shri Makwana Bhaikhabhai L.	447. Shri Parmar Dinesh P.
448. Shri Thakor Nagaji M.	449. Shri Makwana Bhikhabhai L.	450. Shri Parmar Bharat P.
451. Shri Shukal Mafabhai H.	452. Shri Parmar Jashwantbhai S.	453. Shri Rawat Poonambhai B.
454. Shri Vaghela Sitaram J.	455. Shri Parmar Rameshbhai K.	456. Shri Rawat Laxmanbhai M.
457. Shri Thakor Kapurji J.	458. Shri Chauhan Dhirajkumar S.	459. Shri Shrimali Girish K.
460. Shri Patel Bharatbhai M.	461. Shri Mansuri Rashidbhai V.	462. Shri Jagdish Chandubhai
463. Shri Pathan Firozkhan V.	464. Shri Solanki Gandabhai S.	465. Shri Pathan Farukhkhhan H.
466. Shri Prajapati Ganpatbhai N.	467. Shri Solanki Pravinkumar H.	468. Shri Solanki Babulal M.
469. Shri Sindhi Mahadev A.	470. Shri Makwana Gautamkuamr K.	471. Shri Parmar Manojkumar V.
472. Shri Solanki Arvind H.	473. Shri Raval Sandipkumar K.	474. Shri PATEL Ashok B.
475. Shri Thakor Jivanji M.	476. Shri Parmar Dineshbhai D.	477. Shri Parmar Dinesh A.
478. Shri Makwana Babubhai H.	479. Shri Solanki Ashwinkumar K.	480. Shri Bihola Jagdish C.
481. Shri Thakor Javersingh M.	482. Shri Fakir Akbar G.	483. Shri Makwana Lalji G.
484. Shri Makwana Babubhai V.	485. Shri Shrimali Rajeshbhai M.	486. Shri Parmar Sudhakar P.
487. Shri Raval Kanaialal V.	488. Shri Senma Ramanbhai R.	489. Shri Rana Satish M.
490. Shri Tiwari Manishankar V.	491. Shri Bhangi Maheshbhai K.	492. Shri Diwan Mehboob H.
493. Shri Vaghela Chandraji	494. Shri Gohil Vijagauri A.	495. Shri Barot Bhimjibhai M.
496. Shri Chuhan Narharibhai S.	497. Shri Makwana Satish L.	498. Shri Makwana Narotambhai T.
499. Shri Chavada Yashwantkumar J.	500. Shri Parmar Pravinkumar T.	501. Shri Rajput Arvindsingh B.
502. Shri Makwana Praveenbhai M.	503. Shri Chauhan Jayantibhai M.	504. Shri Modi Mahendrarkumar B.
505. Shri Chaudhary Pathubhai	506. Shri Chavda Kishor M.	507. Shri Siresiya Keshubhai B.
508. Shri Joy Lijo	509. Shri Gandhi Kirit M.	510. Shri Makwana Kanubhai P.
511. Shri Parmar Jayanti C.	512. Shri Makwana Laxmanbhai	513. Shri Chavda Pramodkumar K.
514. Shri Thakor Banasang	515. Shri Rawat Mukesh L.	516. Shri Makwana Manibhai M.
517. Shri Parmar Lalji C.	518. Shri Thakor Mangalji S.	519. Shri Makwana Ashokbhai L.
520. Shri Rabari Amrut M.	521. Shri Parmar Vasantlal D.	522. Shri Parmar Bharatkumar B.
523. Shri Vaghela Kantibhai S.	524. Shri Solanki Mafabhai K.	525. Shri Parmar Kiritkumar D.
526. Shri Chudhary Ishwar B.	527. Shri Parmar Chimabhai C.	528. Shri Patel Dienshkumar D.
529. Shri Chaudhary Sagram M.	530. Shri Parmar Pravinbhai D.	531. Shri Rathod Harshatkumar K.
532. Shri Makwana Dinesh D.	533. Shri Parmar Pravinbhai S.	534. Shri Senma Kalubhai M.
535. Shri Parmar Mafabhai D.	536. Shri Parmar Indravadan S.	537. Shri Thakor Rameshbhai L.
538. Shri Raval Babubhai	539. Shri Chavda Pramukhbhai M.	540. Shri Vyas Atulkumar C.
541. Shri Solanki Amrut H.	542. Shri Dave Ushaben M.	543. Shri Makwana Somabhai M.
544. Shri Thakor Bhathiji K.	545. Shri Makwana PRATAPBHAI H.	546. Shri Rawat Amratbhai B.
547. Shri Chaudhary Kantibhai	548. Shri Parmar Rameshbhai B.	549. Shri Parmar Manubhai A.

550. Shri Makwana Bharatbhai I.	551. Shri Pathan Ashrafkhan R.	552. Shri Trivedi Rasikbhai D.
553. Shri Senma Sureshbhai R.	554. Shri Zaknar Yunush M.	555. Shri Goswami Ashokpuri C.
556. Shri Chaudhary Laxmanbhai J.	557. Shri Makwana Rameshbhai G.	558. Shri Nair Vijayan U.
559. Shri Vohra Bhaveshkumar J.	560. Shri Chudhary Devjibhai R.	561. Shri Yadav Ramashankar S.
562. Shri Adhiyol Shaileshkumar P.	563. Shri parmar MANIBHAI v.	564. Shri Rawat Rajeshsingh H.
565. Shri Chauhan Amrut S.	566. Shri Makwana Navinbhai S.	567. Shri Chaudhary Ramjibhai v.
568. Shri Darbar Vanaji H.	569. Shri Mohd. Smir Habibbhai H.	570. Shri Solanki Babubhai K.
571. Shri Makwana PRAKASH L.	572. Shri Makwana Revabhai R.	573. Shri Soni Subhashkumar B.
574. Shri Parmar Babubhai N.	575. Shri Bhangi Ishwarbhai D.	576. Shri Vaghela Vinod J.
577. Shri Parmar Dahyabhai C.	578. Shri Zala Rajuji K.	579. Shri Pandya Ashwin A.
580. Shri Parmar Laljibhai S.	581. Shri Zala Vijaysingh R.	582. Shri Makwana Ramabhai D.
583. Shri Parmar Mahendra S.	584. Shri Makwana Ashok M.	585. Shri Gosai Prakash K.
586. Shri Parmar ramjibhai D.	587. Shri Mall Natwarbhai B.	588. Shri Thakor Ranguji M.
589. Shri Rabari Amrutbhai M.	590. Shri Makwana Nagin C.	591. Shri Vyas Hasmukh B.
592. Shri Thakor Kantiji J.	593. Shri Parmar Amrutlal P.	594. Shri Zala Praveen D.
595. Shri Thakor Vanaji H.	596. Shri Chaudhary Kantibhai S.	597. Shri Gupta Manish K.
598. Shri Chaudhary	599. Shri Goshwami Bharatkuamr m.	600. Shri Khalifa Abdul Kadar
601. Shri Parmar Bharat A.	602. Shri Thakor Gemaji Varvaji	603. Shri Kureshi Razak
604. Shri Parmar Latesh C.	605. Shri Joshi Madhuben J.	606. Shri Makwana Jayntilal T.
607. Shri Thakor Bharat B.	608. Shri parmar Manubhai J.	609. Shri Makwana Praveen K.
610. Shri Parmar Satish G.	611. Shri Chudhary Dineshbhai v.	612. Shri Makwana Chimani N.
613. Shri Sindhi Nirmal	614. Shri Chaudhary Prahladbhai F.	615. Shri Parmar Mukesh P.
616. Shri Thakor Bhikhaji N.	617. Shri Vaghela Bharatkumar G.	618. Shri parmar Naginbhai R.
619. Shri Chaudhary Gandabhai K.	620. Shri Jadav Sureshkumar K.	621. Shri parmar Ramesh B.
622. Shri Chaudhary Vishnubhai	623. Shri Bhangi Bhikhabhai M.	624. Shri Pathan Aayubkhan B.
625. Shri Hiragar Jagdish C.	626. Shri Diwan Sajid hussain A.	627. Shri Prajapati Bababhai G.
628. Shri Parmar Kanubhai T.	629. Shri Nadia Bhikhabhai M.	630. Shri rabari Ramsi L.
631. Shri Pathak Surendra R.	632. Shri Parmar Anilkumar J.	633. Shri Senma Maganbhai M.
634. Shri Solanki Krishankumar M.	635. Shri Patel Bharat M.	636. Shri Sonara Balkrishna G.
637. Shri Vaghela Amrutbhai N.	638. Shri Solanki Natwarbhai S.	639. Shri Parmar Baldev B.
640. Shri Vania Tulsibhai R.	641. Shri Thakor Kesaji V.	642. Shri Patel Ishwarbhai C.
643. Shri Zala Shardaben C.	644. Shri Prajapati Ganpatbhai M.	645. Shri Thakor Chanduji H.
646. Shri Yadav Satbirsing R.	647. Shri Nadia Kuberbhai B.	648. Shri Behlim Yakum Mohd. Khan
649. Shri Bhatt Prakash V.	650. Shri Chaudhary Rameshbhai S.	651. Shri Bhatt Mukeshkumar S.
652. Shri Chaudhary Dahyabhai H.	653. Shri thAKOR Jugaji R.	654. Shri Chavda Hetal
655. Shri Chaudhary Devjibhai M.	656. Shri Thakor Jugaji R.	657. Shri Darbar Sardas J.
658. Shri Chaudhary Khodabhai S.	659. Shri Makwana Kiritkuamr M.	660. Shri Desai Baldev M.
661. Shri Chaudhary Gandabhai G.	662. Shri Parmar Manishbhai M.	663. Shri Dodivad Dilipkumar H.
664. Shri Parmar Bhikhabhai J.	665. Shri Vaghela Amrutbhai N.	666. Shri Parmar Bhikhabhai J.
667. Shri Vaniya Tulsibhai R.	668. Shri Patel Rashikbhai H.	669. Shri Zala Shardaben C.
670. Shri Thakor Bhopaji R.	671. Shri Makwana Rameshkumar N.	672. Shri Chaudhary Hargovan S.
673. Shri Solanki Tribhuvan J.	674. Shri Parmar Tulshibhai K.	675. Shri Parmr Gajendrakumar M.
676. Shri Bhangi Jayanti P.	677. Shri sardar Sanjiv P.	678. Shri Thakor Baldevji S.
679. Shri Thakor Aarif Yakubhai	680. Shri Thakor Kesaji S.	681. Shri Thakor Laxmanji N.
682. Shri Thakor Lilaji K.		

1. The union representing the workmen filed its statement of claims Ex-3 dated 11/07/2000 and stated therein inter alia that the concerned persons have been working as Attendants, Peons & Helpers since years on permanent posts and nature of work performed by them is of perennial in nature and is integral part of the business of the ONGC LTD. It is further stated that the category of Attendants, Peons & Helpers is being prohibited by the Central Government vide Government order dated 08/09/1994, therefore, they should be treated as permanent workmen of the ONGC Ltd from their initial date of joining. It has also been stated that the arrangement between the ONGC and contractors is sham, bogus relying upon the judgment of Hon'ble Supreme Court reported in 1978 II LLJ 397 as well as another judgment reported in 1997 I CLR 292. The union has therefore prayed for granting permanent status and to extend all benefits including wages, equivalent to the permanent workmen of the ONGC along with 24% interest on the arrears of pay. The union has also alternatively prayed that the concerned persons should be treated as permanent workmen of ONGC Ltd with effect from 08/09/1994 as they have been working as Attendants, Peons & Helpers in the prohibited category since then.
2. The Union/ second party also at the relevant time moved an application for interim relief vide Exh.-4 in the matter and inter alia prayed for restraining the First party, ONGC Ltd to change or modify the service conditions of the 682 concerned persons in any manner without prior permission of the Hon'ble Tribunal. In the said matter interim relief was granted on 29/08/2000 and the same was subsequently confirmed by Tribunal vide its order dated 18/11/2002. The Hon'ble Tribunal directed that the interim relief granted earlier is confirmed till the final disposal of the main reference case. Hence it will be said that the concerned persons have been continued in employment of First Party ONGC Ltd till date by virtue of interim order passed by the Tribunal on 29.08.2000.
3. The First Party ONGC filed its Written Statement dated 18/02/2002 inter alia denied all the contentions raised in the Statement of Claims as well as contentions raised in the aforesaid application for interim relief. The First Party, ONGC Ltd., herein after referred to as ONGC, further submitted that there is no Master and Servant relationship between ONGC and the concerned persons/workmen and the said persons were not engaged in prohibited category as per Central Government notification and therefore they are not entitled for absorption with the first party. The ONGC further submitted that the ONGC is registered as a Principal Employer u/s 7 of the Contractual Labour Regulation Act, 1970, hereinafter referred to as CLRA, 1970, and the concerned Contractors have also obtained license from the Competent Authority u/s 12 of the said Act. The ONGC further submitted that the concerned persons have neither been engaged nor have been deployed or supervised by the representatives of the ONGC and they are not doing any work which may be said to be of permanent in nature or which can be equated with the work done by regular employees of the ONGC. The said persons are not supervised, paid or even have been subject to administrative, financial or disciplinary action of the ONGC. The said persons were deployed by the concerned contractors as per their requirements from time to time. It is also submitted in the written statement that ONGC being State under Article 12 has to follow the prescribed rules for recruitment and has to observe the principles of Right to Equality and Right of Equal Opportunity to all as envisaged in the Constitution of India. The ONGC also relied upon the judgment of Hon'ble High Court of Gujarat in SCA No. 6050/1986 and other allied matters and also relied upon judgment of Hon'ble Apex Court in case of Cipla Ltd. It is also submitted that if absorption is granted then the same would tantamount to be back door entry. The ONGC also submitted that the designation given by the union to the second party is purely imaginary and concocted and that the ONGC awarded job contract to the contractor through valid and legal tender process and the contract is awarded to Techno-Commercially Fit Contractor for miscellaneous jobs of casual nature. The ONGC also relied on other judgments passed by the Hon'ble Apex Court and requested for rejection of reference/case.
4. The union/second party submitted Documents vide-list dated NIL received by ONGC on 03/10/2012 consisting of 81 documents while the ONGC submitted D-list vide Exh.-13 of 30 documents. The union examined three concerned persons vide affidavit/examination-in-chief, Ext. -14, 16 and 17 who have also been cross-examined by the ONGC.
5. The ONGC submitted that if the documents produced by the union are perused then Sr. Nos. 2 to 75 are copies of utilization records for various months. The said documents just show that the services of some of the concerned persons have been utilized by a department of ONGC. It is submitted that the said documents have not been proved by the union, therefore same have not been exhibited and thus they cannot be relied upon. For the sake of arguments even if such documents are taken on their face value then also the same would not prove that the concerned persons were working in prohibited category of Attendants, Peons & Helpers as alleged or otherwise. The union has also produced bank statements of 3-4 concerned persons and if the same are perused then it would be crystal clear that the concerned persons are employees of the contractor and are paid by the contractor. Hence the documents produced by the union do not hold any ground or help the case of the union.

The Ministry has referred the case for 681 alleged contract employees working as Attendant, Peon and Helper in the prohibited category as per notification dated 08.09.1994. The second party union examined 16 contractual persons vide Ext. 19 to 34 who reiterated the statement given in the statement of claim but in their cross examination, all of

them stated that ONGC did not publish any advertisement for recruitment and did not give any appointment letter. He further stated that they do not know the educational qualification of other co-employee. They admitted that they were working as unskilled worker. They also admitted that the workers do not know the working of the other workmen and they are not known to them. They also admitted that salary was paid through Bank but they do not have any proof that they have been working since last 25 years.

6. The second party's learned counsel submitted written arguments which are reproduced as under:

“(1) This reference is caused to the Central Government Industrial Tribunal, Ahmedabad (CGIT for short) by the Govt. of India by order dated 17.02.2000 to adjudicate and decide the following terms of reference.

“Whether the demand of Gujarat Mazdoor Panchayat stating that Shri Chauhan Bhagwati K. and 681 others (as per list attached) were deployed by ONGC Ltd., Mehsana, as Attendants, Peons & Helpers in prohibited category of employment vide Notification No. U/23013/4/92-LW dated 08.09.1994 and that the concerned workmen are entitled to be treated in direct employment in ONGC Ltd, Mehsana Project from the date of their engagement along with all benefits is legal and justified? If yes, then to what relief the concerned workmen are entitled and from which date?”

(2) Gujarat Mazdoor Panchayat (Panchayat for short) for and on behalf of the workmen has submitted its statement of claims Ext. 3 date 29.08.2000 before the Tribunal. Notification of Government of India, Ministry of Labour prohibiting the employment of contract labour in various works specimen in schedule is annexed hereto in the establishment of Oil and Natural Gas Commission in the country date 08.09.1994 is also a record of the case (Ext. 13).

(3) As per the said notification of Govt. of India “Attendants, Peons & Helpers” is a prohibited category. The 682 workmen concerned in this reference are working as clerks in the prohibited category. As per the provision contained in contract labour (Regulation and Abolition) Act once a contract arrangement is prohibited the workmen are to be deemed workmen of the principal employer. In this case the workmen named in the schedule of reference are doing Attendants, Peons & Helpers work and hence are in the prohibited category of workmen and as such they are the permanent workmen of ONGC Ltd.

(4) The ONGC Ltd. could not have permitted to continue the contract labours employment in the nature of Attendants, Peons & Helpers work. Continuing to employ contract labour to do Attendants, Peons & Helpers work as such is illegal. The whole arrangement on and from the date of notification 8/9/94 is bad in law.

(5) The next submission is that the Contract Labour (Regulation and Abolition) Act 1970 (Contract Act for short) is applicable to the ONGC Ltd. As per the Contract Labour (Regulation and Abolition) Act 1970, it is necessary for the Principal Employer (ONGC Ltd. for short) to obtain a certificate of registration to appoint a contractor and the contractor so appointed should obtain a licence under the contract act before starting the contract work. In the absence of a Registration Certificate with the principal employer and / or in the absence of a licence with the contractor the contract arrangement is thus sham and bogus. The contract act does not permit an employer to appoint contractor without licence. Any contract without a registration with the Principal Employer and any contractor without a licence to employ contract labour are illegal and void. In our case the reference is made on 17.02.2000. The workmen had served their demand notice dated 01.07.1999. This makes it amply clear that the workmen were working in ONGC Ltd. even before 01.07.1999. There is no Registration Certificate prior to 01.07.1999 with ONGC Ltd. A few documents have been produced by ONGC Ltd. It reveals from the list produced, the list is received by the union on 11.09.2002. Item No. 3 of the list states that the registration is obtained for and on behalf of one contractor i.e. Public Power Kamdar Sahakari Mandali Ltd. It is for a period of 2 years i.e. from 01.07.1998. Item No. 1 in the list is the zerox copy of the certificate of registration of 17.08.1999 with retrospective date.

A bunch of zerox papers received by the Panchayat on 11.09.2002 produced by the ONGC in on record of the case. Who has produced the papers before the court is not known. The person producing the said bunch of papers is not known to anyone. On reading the papers it is seen they are the zerox copies of the certificate of registrations of different date and zerox copies of the licence issued to different contractor for different period. However the said bunch of papers has not been produced properly and hence is not exhibited by the CGIT and so it is of no use whatsoever.

The Whole arrangement between ONGC Ltd. and the so-called parties is sham and bogus. The contractor has not been examined as a witness by the ONGC Ltd. before the tribunal. Hence the tribunal is handicapped from knowing the details of each contract. The arrangement as such is sham and bogus.

The Panchayat hence submits that 682 workmen are the permanent workmen of ONGC Ltd. and they should be held so.

The Panchayat hence submits the 682 workers are in the prohibited category and as such are the permanent workmen of the ONGC Ltd. from the date the contract got abolished under the CLRA Act. “

7. In reply the ONGC submitted that as stated hereinabove as many as 30 documents are produced by the ONGC vide Exh-30. The same include copy of registrations issued to the ONGC by the competent authority under the Contract Labour(R & A) Act, 1970, various communications by the Competent Authority, copy of licenses issued by the Competent Authority to various contractors and also copy of agreements entered into between ONGC and various contractors. It is also submitted that the Competent Authority would not have issued Registration or License if the work was of permanent or perennial nature. On the contrary if the item No. 2 from the sad D-list of Aug. 1999 is perused, then it is crystal clear that the Authority has instructed the ONGC to inform all the contractors to obtain labour license. If the contract agreements are perused then also it is also clear that contracts have been awarded after following a legal and valid tender procedure and the same are given for different types of seasonal and casual nature of jobs. Thus from the above documentary evidences itself makes it clear that the contracts are given for miscellaneous jobs of seasonal and casual nature after following valid and legal process and the Registration as well as Licenses are issued by the Competent Authority under the CLRA, 1970. Therefore the contract is genuine and legal and hence the reference is required to be rejected based on the documentary evidences.

8. It is further argued by First party ONGC that as stated hereinabove 3 of the total 682 persons have only been examined by the union before this Hon'ble Tribunal. It is pertinent to note here that no documentary evidence is put on record to prove that the concerned persons are working in prohibited category of Attendants, Peons & Helpers or they are being supervised and/or controlled by the officers of the ONGC. All the three persons have been cross examined by the ONGC. If the cross examination of 1 of the concerned persons i.e. Rameshbhai J. Chaudhary at Exh.-20 is perused then also it is found that *no appointment letter was given by the ONGC to any of the concerned person or workman. The witness has further admitted that salary is paid by the contractor and the PF is also deducted from his salary and no designation of Attendants, Peons & Helpers are given to him. He has further admitted that he is doing work of miscellaneous nature. He has also admitted that other concerned persons are also doing the same miscellaneous works. He has further admitted that he does not know the age, date of joining, qualification or the address of the other concerned persons.* Thus the cross examination of the concerned witnesses itself give clear conclusion that the said persons are doing miscellaneous work and not working as Attendants, Peons & Helpers as alleged. From the Bank statement of the said persons as well as from the cross examination it is clear that he is being paid by the contractor and his PF was also deducted by the said contractor. Now if the cross examination is read along with contract agreement between ONGC and contractor produced by the ONGC then it is clear that the concerned persons are doing work of miscellaneous nature and not as Attendants, Peons & Helpers.

9. The ONGC submits that as per the settled legal position documentary evidences would prevail over oral evidence. In the above matter the ONGC has produced documents of registration, license, and contract agreement etc. to prove that the concerned persons are doing miscellaneous work of seasonal and casual nature and the concerned persons/witnesses have also in their cross examination admitted that they are doing miscellaneous work. The union has merely stated in its Statement of Claims that the work is of perennial nature and the concerned persons are being controlled and supervised by the officers of the ONGC but they have not produced a single document to substantiate the said contention. The union has also merely made a bald statement that the concerned workers are working in the prohibited category of Attendants, Peons & Helpers but no evidence to that effect is led by the union to substantiate the same. On the other hand from the documents produced by the ONGC coupled with the cross-examination of the concerned persons it is crystal clear that the work done by the concerned persons is of miscellaneous nature and they are not doing any job which would fall in the category of Attendants, Peons & Helpers. As per the settled position of law, the onus is upon the claimant to substantiate or prove his case but in the present case the union has miserably failed to do so and therefore on this ground alone the reference is required to be rejected.

10. The ONGC further submitted that ad-interim relief has been granted in favour of the concerned persons from the day one i.e. from August, 2000 and the same has continued till date and it is because of the orders passed by this Hon'ble Tribunal the concerned persons were permitted to continue in job till date. In other words the concerned persons are in litigious employment. As per the proposition law settled by the Hon'ble Apex Court in case of Umadevi as well as other landmark judgments such persons who have been continued only due to orders passed by the Court or due to pendency of cases before the Courts cannot claim for regularization stating that they have been in continuous employment for years together.

11. It is further submitted that as stated hereinabove, ONGC is a State under Article 12 of the Constitution of India and therefore has to abide by the provisions of Article 14, 16 as well as Recruitment Rules while recruiting any persons. Admittedly the concerned persons have neither been appointed by the ONGC nor have faced interview, selection process and induction process as required by the recruitment rules. The said persons also do not fulfill the eligibility criteria as per the Recruitment Rules. The Recruitment Rules of the ONGC provide for the selection process before recruiting any person and the same is admittedly not followed in the present case as the concerned persons are

contractual employees. Therefore on this ground alone the concerned persons are not entitled to any relief as the same would tantamount to back door entry and would be violative of Article 14 and 16 of the Constitution of India.

12. It is also submitted by ONGC that admittedly the said persons have been engaged by the Contractor and yet no contractor i.e. their employer has been joined as a party in the present proceedings and therefore on the ground of non-joinder of necessary party alone the present reference is required to be rejected. Similar view has been taken by the Hon'ble Allahabad High Court in case of M/s. NTPC Ltd. reported in 2015 (144) FLR 248.

13. The ONGC also submitted that as stated hereinabove as per admission of the concerned persons they are being employed by the contractors and are paid by the said contractors. It has also emerged in the cross examination that they are being paid on daily wage basis. It is also undisputed that the work performed by them is of miscellaneous nature. It is also submitted that the concerned workers accepted such appointment with open eyes and therefore now they cannot turn back and claim regularization or equal pay by way of litigious employment.

14. The ONGC also submitted that the Hon'ble Apex Court has in series of judgments held that doctrine of separation of powers is to be followed by the three wings and as per the said doctrine granting of regularization or equal pay should not be done by the Judiciary and the same should be left to the Executive Wing of the state. The Hon'ble Apex Court has also held that host of factors are to be considered before granting of regularization or equal pay like selection, interview, induction, age, educational qualification, roles and responsibilities, nature of work etc. The Hon'ble Courts have held that only if there is whole some identity between the two sets of employees then in that case only equal pay can be granted and not otherwise. As stated hereinabove in the present case the Union has not proved that there is wholesome identity between the concerned persons and regular employees of the ONGC and therefore they are not entitled for any relief as prayed for.

15. The ONGC relied upon several judgments which are as under:

- I. The Hon'ble Supreme Court in a case of **Vice Chancellor Lakhnow University, Lakhnaw Vs. Akhilesh Kumar Khare & Anr. reported in 2015 III CLR 464** held that the Courts cannot issue any direction for absorption / regularization of temporary, contractual, casual, daily wage or ad-hoc employees.
- II. The Hon'ble Supreme Court in case of **Account Officer (A&I) APSRTC &Ors. Vs. K.V. Ramana & Ors. 2007 LLR 338** held that contractual workers who have completed 240 days without any break cannot be regularized dehors the rules of selection as they had not undergone the departmental selection process.
- III. The Hon'ble Supreme Court in a landmark judgment of Dena Nath and Ors. reported in **1992 (64) FLR 39** held that the CLRA Act merely regulates the employment of contract labour in certain establishment and provides for its abolition in certain circumstances. Non compliance of the provisions only exposes to prosecution but the contract labour employee does not become direct employees of principal employer.
- IV. The Hon'ble Supreme Court then in case of Steel Authority of India Ltd. and Ors. reported in 2001 (2) SCSLJ = 2001 LLR 961 also laid down a ratio that
“Neither Section 10 of the CLRA Act nor any other provision in the Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by Appropriate Government under sub section (1) of Section 10, prohibiting employment of contract labour, in any process, or other work in any establishment. Consequently the principal employer cannot be required to order absorption of the contract labour working in the concerned establishment.”
- V. In **Union of India &Anr. Vs. RamsinghThakor&Ors. reported in 2012 AIR SCW 3806** Hon'ble Apex Court held that regularization of services is an executive function and such direction cannot be given by the Judiciary.
- VI. Hon'ble Apex Court in case of **Balvant Rai Saluja & Anr. Vs. Air India Ltd. & Ors. 2014 III CLR 751** held that contractual workers working in statutory canteen as per the Factories Act who are under certain degree of control of the Principal Employer also cannot claim regularization as there is no parity in the nature of work, mode of appointment, qualification etc. between regular employees of the partly employer and concerned persons. In the present case admittedly the second party workmen are engaged by the contractor like in the above case and hence they are not entitled for regularization.
- VII. The Division Bench of Hon'ble High Court of Gujarat in **LPA 530 in the case of Jhon Peter Farnandiz** also held that as per the position of law settled by the Hon'ble Apex Court in various judgments contractual workers have not undergone the selection process and therefore they cannot claim regularization. (citations is not given in written arguments)

- VIII. The ONGC also relied upon the judgment passed by the Hon'ble Division Bench of Gujarat High Court in Hadvad Nagar Palika wherein the Hon'ble Bench held that compliance of Section 25F is also not required in case of daily wages. (Citation is not given in written arguments)
- IX. In LPA No. 2038/2004 in case of Shukla M.P. Vs. Municipal Commissioner also the Division Bench of Hon'ble Gujrat High Court held that once the concerned person has not followed the selection process, he cannot be entitled for regularization.(Citation is not given in written arguments)
- X. In case of latest judgment of Gujrat high court in ONGC vShri Chetan Kumar Patel and Others reported in 2016 III CLR Page 106 workmen prayed for regularization with ONGC. The Hon'ble High Court has after considering the judgment of Constitution Bench in Umadevi reported in 2006 II CLR 261, Indian Drugs Pharmaceuticals, Kendriya Vidya Sangathan, U.P. State Electricity Board, Official Liquidator Vs. Dayanand etc. held that
- If it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued.
 - Merely because a temporary employee or a casual wage worker is continued for a time being beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength on such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules.
 - Regularisation is not a mode of appointment.
 - The Government or the instrumentality of the State cannot regularize the appointment made contrary to the course of selection as envisaged by the relevant rules governing the posts.
 - The High Court acting under Article 226 of the Constitution of India should not issue directions for regularization or permanent continuance unless the recruitment itself was made regularly and in terms of the constitutional scheme.
 - There should be no further by-passing of the constitutional requirement and regularization or making permanent those not duly appointed as per the constitutional scheme. [vide Shilpa Jinda case (supra)]
- XI. The present first party submits that after the constitution bench judgment the Hon'ble Apex Court in 2010 in case of State of Karnataka &Ors. Vs. Gadilingappa and Ors. held that any judgment / direction contrary to the directions given in Umadevi's case [2006(4) SCC 1] shall not have a precedent status.
- XII. The First Party submits that, the first party has examined its officer Mr. Patel in Ref.(CGITA) No. 268/2004 and he has stated that in ONGC recruitment is being done under the R & P Regulations. The names are invited from the employment exchange and thereafter screening by way of written and oral test and thereafter medical examination the regular workmen were appointed. Admittedly these persons/workmen have not undergone this process and hence they are not entitled to get absorption with ONGC. ONGC is State under Article 12 of the Constitution of India and it has to follow provisions of Articles 14, 16 and 309 of the Constitution of India at the time of recruitment. If the prayer of the second party is granted then it would amount to be back door entry. This cannot be permitted under the settled law. Similar view has been taken by the Constitution Bench comprising of five judges of the Hon'ble Supreme Court in case of Secretary, State of Karnataka and Ors. Vs. UMADEVI and others, reported in 2006 II CLR 261.

16. The Gujarat Mazdoor Panchayat ("Panchayat" for short)/second party's learned counsel submitted **Brief Reply to Written Submissions of the First Party-ONGC Ltd which is reproduced as under:**

"(i) The First Party ONGC Ltd. has produced documents vide list Ext. 13 of 30 documents which was not proved by the ONGC Ltd. and the documents are copies of Registration Certificates, Licence, other communications and agreements etc. If we persue the registration certificate at Sr. No. 1 date of issuing certificate is 16.11.1999 which is after arising the dispute vide demand notice date 01.07.1999 and at the same time licence were also issued with effect from ante date which is not legal according to contract labour (R & A) Act, 1970. It is also seen from the agreements that the agreements are also made from retrospective dates, which is also against the settled position of law. However all these documents are not adopted or proved by ONGC Ltd and they were not exhibited.

(ii) The first party ONGC Ltd. has examined two witness, one Mr. B.P. Rathod in Ref(CGITA) : 268/2004 at Ext. 16 and other is Mr. Isikella Krishna Murthy in Ref(CGITA): 270/2004 at Ext. 14 both the witness in their cross examination has admitted that the concerned workers are working in ONGC Ltd. at Mehsana since long. They also admits that work was provided by ONGC Ltd. and place of work is in the premises of ONGC Ltd. The workers work on which machinery or in field area or in office area is off ONGC Ltd. The workers working for

the benefits of the ONGC Ltd. so from the above it is clear that the workers are of the first party ONGC Ltd. which is not disputed.

(i) The second party Panchayat has examined three witness in this case, vide Ext. 14, 16 and 17 and Panchayat also examined their witness in each cases, and all the witness admits that they are working for the ONGC Ltd., Place of work is in the premises of ONGC Ltd. work provided by ONGC Ltd., for their work required tools, tackles, spare parts provided by ONGC Ltd., Stationeries, Machineries, Radio-wireless sets and Telephone etc. on which concerned workers are working is of ONGC Ltd. Transportation facilities also provided by the ONGC Ltd. for working on filed area. The workers have to work under the instruction and supervision of the officer of the ONGC Ltd. The workmen are working round the clock in each shift. They are doing permanent and day to day work for the benefits of the ONGC Ltd. The first party has never disputed the working of the workers and their date of joining in ONGC Ltd. It is clear from the oral evidence of workman in each case that they are doing work on permanent basis and day to day which is prohibited by Central Government notification dated 08.09.1994.

(ii) The second party Panchayat submits that the various judgements of the Apex Court, it is settled that workers engaged through so-called contract arrangement and the contracts are bogus and camouflage then the workers are be treated as the permanent workers of the principal employer.

(A) BhilwaraDoodhUtpadakSangh Ltd.

V/s

Vinod Kumar Sharma & Others

(2011 CLR P. 1079) (SC)

In the above case, Hon'ble Supreme Court held that:

(3) In order to avoid their liability under various labour statutes employers are very often resorting to subterfuge by trying to show that their employees of a contractor. It is high time that this subterfuge must come to an end.

(4) Labour statutes were meant to protect the employees/workmen because it was realized that the employers and the employees are not on an equal bargaining position. Hence, protection of employees was required so that they may not be exploited. However, this new technique of subterfuge has been adopted by some employers in recent years in order to deny the rights of the workmen under various labour statutes by showing that the concerned workmen are not their employees but are the employees/workmen of a contractor, or that they are merely daily wage or short term or casual employees when in fact they are doing the work of regular employees.

(5) This court cannot countenance such practices any more. Globalization / liberalization in the name of growth cannot be at the human cost of exploitation of workers.

(B) Steel Authority of India Ltd. and Ors.

2001 LLJ (II) P : 1087 (SC)

119 (5) On issuance of prohibition notification under Section 10 (1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/ camouflage to evade compliance of various beneficial legislations as to deprive the workers of the benefit there under. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment subject to the conditions as may be specified by it for that purpose in the light of Para 6 hereunder.

(C) Steel Authority of India Ltd.

V/s

Gujarat Mazdoor Panchayat

2004 GLR (1) P : 729

18. The Position of law, which emerges from the reported decisions of the Supreme Court, is that workmen working under a contract are entitled to raise a demand that they should be declared as workmen of the principal employer. It is always open to the workmen concerned to place materials before the industrial adjudicator to show that the contract

between the principal employer and the contract labourer is sham or not genuine, and claim declaration that they were always the employees of the principal employer and are entitled to appropriate service conditions. When such a dispute is raised, it is not a dispute for abolition of labour contract. Hence, the provisions of Section 10 of the Act will not bar either the raising, or the adjudication, of such a dispute. When such a dispute is raised, industrial adjudicator has to decide whether the contract is sham or genuine. It is only if adjudicator comes to a conclusion that the contract is sham, then he will have jurisdiction to adjudicate the dispute. If however, he comes to a conclusion that the contract is genuine, he will have to dismiss the reference and may refer the workmen to the appropriate government of or abolition of contract labour under Section 10 of the act.

In the light of above referred to principles of law, the dispute raised in the petition will have to be considered by this court. However before resolving the dispute raised in the petition, it would be relevant to advert to oral evidence adduced by the parties before the tribunal.

18 The factors which may establish that a contract between the principal employer and the labour contractor is a mere paper arrangement or an eye wash or a camouflage or a ruse or a façade or a name lender are; (i) activities/business of the principal employer, (ii) genuine need or requirement of engaging contract labour, (iii) length of continuous and uninterrupted service of workmen, (iv) nature of work done by workmen, i.e. whether the work is perennial in nature or intermittent, (v) who has, in fact, supplied the labour force to the principal employer, meaning thereby, whether the services of the workmen were made available to the principle employer by the labour contractor after making recruitment, (vi) extent of supervision and control of the workmen by principal employer, (vii) whether the workers do the labour work to produce goods or service for business of the principal employer, and (viii) whether the provisions of the Act relating to registration and licence etc. are complied with. The plea that the industrial adjudicator cannot take into consideration the factors mentioned in Clauses (a) to (d) of Section 10 (2) of the Act to arrive at the finding as to whether the labour contracts are genuine or not cannot be accepted in view of the principles laid down in Gujarat Electricity Board V. Hind Mazdoor Sabha (supra) at Page 67, Paragraph 59.

(D) Workmen of Bhurkunda Colliery of Central Coalfields Ltd.

V/s

State of Bihar & Ors.

2006 SSC (L&S) P. 530

“Both employers and employees have their respective obligations. They must have the appreciation of each other’s responsibilities, duties and obligations. The Trade Union and Labour Union should understand and appreciate the fact that Labour is not a commodity nor is it a mere supply of Labour force at the managements disposal. Essentially, Labour is the real basis that underlines the production of goods and services. Through the work should the human personality and its sense of responsibility be able to unfold, management should appreciate this and always attribute its success to the trained and effective labour force. It must be understood by all concerns that both the employees and employers are vital for any industry and unless there is proper coordination, the smooth functioning of any industry would be difficult.

From the all judgments it is clear that the workmen of the concerned disputes are permanent workmen of the Principal Employer and not of the so-called contractors.

(5) The criteria of the judgments of State of Karnataka V/s Umadevi and Ors. Are not applicable to this case, because these are the workers are not daily wage, they working on regular basis and has paid on monthly basis and they are doing permanent and perennial work for the ONGC Ltd.

In view of what is stated above the concerned workers are of the ONGC Ltd. and they should be treated as the permanent workmen of the ONGC Ltd. from their date of joining.

In this reference, there are two issues which are to be addressed by the Tribunal.

1. Whether the workmen involved in this reference were/are working in prohibited category and also in direct employment in ONGC Ltd, Mehsana Project from the date of their engagement?
2. Whether the workmen can claim any advantage of litigious employment?
3. Whether all these workmen are entitled to be regularized as permanent employee of ONGC Ltd, Mehsana Project along with all benefits?

Issue 1: Here I would like to clarify that burden to prove aforesaid issues was lying on the second party. But from the evidence oral and documentary on record, the second party workmen have miserably failed to prove that they were working in prohibited category and also in direct employment in ONGC Ltd, Mehsana Project from the date of their engagement because the witnesses examined by the Second Party Union in their statement on oath have confined their

evidence to themselves leaving other workmen who were not examined by the Second Party Union clearly stating that they were engaged by contractors from time to time. Second, every post in prohibited category and of permanent nature has some prescribed eligible qualification. Neither of witnesses examined has stated as to what was the eligible qualification of prohibited category of the post of Attendants, Peons & Helpers and as to whether all the workmen involved in this reference were also having that eligible qualification. Third, it is basic law that post of permanent cadre cannot be filled without following the due procedure of selection for that post. Fourth, they have not categorically denied that they were not contractual workmen. Fifth they have admitted that the wages were paid by the contractor and provident fund was also deposited by the contractor. Sixth, neither of witnesses examined has clarified as to what work they used to do. Seventh, the reference involves more than six hundred workmen and neither of witnesses examined has stated that as to whether other workmen were having the required eligible qualification of the post of Attendants, Peons & Helpers. The post of Attendants, Peons & Helpers is in prohibited category but High Court of Allahabad has stayed the Notification No. 643(E) dt 08.09.1994 related to prohibited category. It is also noteworthy that none of the employees appears to have been engaged by ONGC or contractor as Attendants, Peons & Helpers. Thus this issue is decided in negative and against the second party workmen.

Issue 2: There are number of decisions of Apex Court as produced by First party which is not rebutted by second party that any person cannot take advantage of litigious employment. Thus this issue is decided in negative and against the second party workmen.

4. **Issue 3:** In the light of above findings this issue is decided that all these workmen are not entitled to be regularized as permanent employee of ONGC Ltd, Mehsana Project along with all benefits. However First party shall consider those workmen who are having eligible qualification for the related post as and when becomes vacant after following the due procedure of selection for that post including in prohibited category giving them reasonable age relaxation.

17. The award is passed accordingly.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2016

का.आ. 2325.—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 कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 267/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.11.2016 को प्राप्त हुआ था।

[सं. एल-30011/22/2000-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 28th November, 2016

S.O. 2325.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 267/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. ONGC Ltd. and their workman, which was received by the Central Government on 23.11.2016.

[No. L-30011/22/2000-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

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

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,

Dated 21st October, 2016

Reference: (CGITA) No. 267/2004

The Group General Manager (P),
ONGC Ltd., KDM Bhawan, Palavasana,
Mehsana

...First Party

V/s

The General Secretary,
Gujarat Mazdoor Panchayat,
Shram Shakti, P.B. No. – 77, Opp. Prabhat Press,
Mirzapur Road, Ahmedabad

...Second Party

For the First Party : Shri K.V. Gadhia Associates

For the Second Party : Shri P. Chidambaram

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30011/22/2000-IR(Misc.) dated 17.02.2000 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of Gujarat Mazdoor Panchayat stating that Shri Solanki Vishnu G. and 258 others (as per list attached) were deployed by ONGC Ltd., Mehsana, as Instrument Technician and Helper in prohibited category of employment vide Notification No. U/23013/4/92-LW dated 08.09.1994 and that the concerned workmen are entitled to be treated in direct employment in ONGC Ltd, Mehsana Project from the date of their engagement along with all benefits is legal and justified? If yes, then to what relief the concerned workmen are entitled and from which date?”

- The reference dates back to 17.02.2000

Name of Workmen involved in the Reference are as under:

1. Shri Solanki Vishnu G	2. Shri Parmar Madhabhai L.	3. Shri Chaudhary Dahyabhai P.
4. Shri Chaudhary Lavjibhai L.	5. Shri Makwana Dipakkumar N.	6. Shri Saxsena Rohit M.
7. Shri Hanskar Miteshkumar C.	8. Shri Chavda Kaushik A.	9. Shri Makwana Punambhai D.
10. Shri Vyas Yogesh V.	11. Shri Thakor Sanaji B.	12. Shri Thakor Pathaji Karanji
13. Shri Parmar Deepakkumar S.	14. Shri Makwana Somabhai S.	15. Shri Chaudhary kalabhai
16. Shri Parmar Pravinkumar J.	17. Shri Parmar Dineshbhai B.	18. Shri Patel Pankaj B.
19. Shri Barot Yashwant M.	20. Shri Makwana Bhavesh K.	21. Shri Rabari Amaratbhai M.
22. Shri Chaudhary Mahadevbhai S.	23. Shri Solanki Prahaladbhai A.	24. Shri Chaudhary Mahendra Kumar
25. Shri Rajput Mahendra Singh U.	26. Shri Thakor Fatesingh G.	27. Shri Jha Manoj Kumar H.
28. Shri Thakor Kapporji K.	29. Shri Jani Sharadkumar C.	30. Shri Chaudhary Dinesh V.
31. Shri Patel Shankarchand M.	32. Shri Parmar Sureshbhai K.	33. Shri Patel Shailesh D.
34. Shri chandraben Kushva	35. Shri Parmar Chandubhai K.	36. Shri Rathod Baldevbhai N.
37. Shri Kureshi Rahman Khan M.	38. Shri Vankar Harshad P.	39. Shri Chaudhary Amratbhai B.
40. Shri Mistry Mukesh T.	41. Shri Nayak Lalitbhai M.	42. Shri Chaudhary Dahyabhai L.
43. Shri Panesar Sukhvinder Singh	44. Shri Rathod Dilip K.	45. Shri Chaudhary Kacharabhai M.
46. Shri Chaudhary Vinubhai S.	47. Shri Rana Hiteshbhai J.	48. Shri Prajapati Amaratbhai M.
49. Shri Chaudhary Babubhai S.	50. Shri Chaudhary Rakeshkumar M.	51. Shri Prajapati Bharat K.
52. Shri Patel Satishkumar B.	53. Shri Chaudhary Fuljibhai R.	54. Shri Ramanji Ganeshji
55. Shri Chaudhary Dahyabhai G.	56. Shri Patil Kishor Kumar	57. Shri Parmar Rameshbhai A.
58. Shri Jivrambhai Mohanbhai	59. Shri Rathod Jayanti R.	60. Shri Gandhi Arvind R.
61. Shri Prajapati Dineshbhai L.	62. Shri Patel Shantilal U.	63. Shri Desai Hargovanbhai M.
64. Shri Raval Harikishan K.	65. Shri Chauhan Amarutbhai N.	66. Shri Jagdishbhai Bhikhabhai
67. Shri Thakor Shankarji C.	68. Shri Bihari Chandrakher K.	69. Shri Chavda Ranjitsinh K.

70. Shri Mehta Arvind D.	71. Shri Solanki Kishor B.	72. Shri Patel Harshad Kumar K.
73. Shri Gandhi Mukesh R.	74. Shri Vankar Rajubhai K.	75. Shri Parmar Amruthlal K.
76. Shri Mirza Navrozali A.	77. Shri Dagval Indrasingh A.	78. Shri Makwana Jayantilal B.
79. Shri Patel Kanaiyalal S.	80. Shri Thakor Gabhaji B.	81. Shri Chavda Babulal B.
82. Shri Vaghela Ramabhai M.	83. Shri Rana Jagdish	84. Shri Chavda Narsingh M.
85. Shri Nautiyal Digambarprashad K.	86. Shri Chauhan Dahyabhai N.	87. Shri Makwana Arjun P.
88. Shri Parmar Ratilal G.	89. Shri Prajapati Bhikhabhai S.	90. Shri Rathod Ramesh M.
91. Shri Thakor Rajuji B.	92. Shri Vankar Kiranbhain J.	93. Shri Vaghela Amrut M.
94. Shri Chaudhary Ishawarbhai M.	95. Shri Shaileshkumar V.	96. Shri Pathak Gajendra K.
97. Shri Parmar Shailesh Kumar P.	98. Shri Chaudhary Dineshbhai S.	99. Shri Notiyal Guruprasad
100. Shri Solanki Manilal M.	101. Shri Makwana Kantibhai K.	102. Shri Patel Kirit Kumar B.
103. Shri Chauhan Girishkumar S.	104. Shri Prajapati Shailesh G.	105. Shri Prajapati K.G.
106. Shri Sharma Harish A.	107. Shri Gadhavi Naresh N.	108. Shri Thakor Chandubhai H.
109. Shri Gandhi Anilkumar K.	110. Shri Chowbay Ajay Kumar	111. Shri Patel Kanji M.
112. Shri Solanki Tribhovanbhai V.	113. Shri Chauhan Kiran Kumar K.	114. Shri Chavada Bharatiji
115. Shri Chauhan Dhanjibhai K.	116. Shri Chaudhary Rameshbhai M.	117. Shri Adhiyol Kirit Kumar P.
118. Shri Patel Shailesh C.	119. Shri Makwana Sureshbhai A.	120. Shri Lodha Bhupender Singh
121. Shri Thakor Chanduji B.	122. Shri Thakor Prahaladbhai C.	123. Shri Rana Maheshkumar Chhaganlal
124. Shri Jadav Dahyalal P.	125. Shri Parmar Nareshkumar	126. Shri Varma Ram Kumar
127. Shri Vankar Naresh D.	128. Shri Patel Kirit Kumar M.	129. Shri Kodiya Jayantilal N.
130. Shri Parmar Sipin J.	131. Shri Thakor Dhamaji P.	132. Shri Thakor Vishnuji S.
133. Shri Solanki Pravinkumar J.	134. Shri Dank Yasimbhai K.	135. Shri Modi Alpeshkumar B.
136. Shri Chauhan Arvindkumar N.	137. Shri Parmar Ramshbhai H.	138. Shri Patel Vindokumar N.
139. Shri Parmar Dahyabhai S.	140. Shri Parmar Babubhai V.	141. Shri Rajput Bharatkumar R.
142. Shri Gandhi Girishkumar L.	143. Shri Badgujar Vijay Kumar M.	144. Shri Kadiya Jigneshkumar S.
145. Shri Chauhan Manishkumar K.	146. Shri Parmar Mukeshkumar P.	147. Shri Parmar Babubhai D.
148. Shri Chauhan Vijay M.	149. Shri Chaudhary Bharatbhai D.	150. Shri Vaghela Ramesh K.
151. Shri Chaudhary Ashokkumar M	152. Shri Chaudhary Govindbhai G.	153. Shri Parmar Dahyabhai B.
154. Shri Nair Raju	155. Shri Nayee Rasikbhai A.	156. Shri Nayak Maheshkumar B.
157. Shri Thakor Bhikhaji K.	158. Shri Prajapati Arvindbhai V.	159. Shri Thakor Prahalad P.
160. Shri Mishra Shivbhushan R.	161. Shri Prajapati Ganeshji	162. Shri Makwana Jitendra Kumar K.
163. Shri Vaghela Chandrakant D.	164. Shri Chauhan Kanubhai D.	165. Shri Pandya Pankajkumar P.
166. Shri Thakor Laxmanji G.	167. Shri Parmar Harshad I.	168. Shri Parmar Ganshyambhai C.
169. Shri Gohil Sureshkumar N.	170. Shri Chaudhary Pratapbhai V.	171. Shri Yogi Kiritkumar I.
172. Shri Prajapati Kantilal C	173. Shri Patel Kanubhai J.	174. Shri Makwana Gulabsinh G.
175. Shri Thakor Dahyaji K.	176. Shri Patel Bharat Kumar S.	177. Shri Solanki Devjibhai R.
178. Shri Shrimali Govindbhai S.	179. Shri Makwana Rakesh J.	180. Shri Vankar Ashok S.
181. Shri Solanki Rameshbhai B.	182. Shri Patel Harshad Kumar K.	183. Shri Parmar Makesh K.
184. Shri Patel Dashrathbhai V.	185. Shri Parmar Narendrakumar S.	186. Shri Parmar Mahesh K.
187. Shri Rabari Jashangbhai V.	188. Shri Shimali Arvind K.	189. Shri Patel Vinubhai J.
190. Shri Chaudhary Valjibhai F.	191. Shri Chavda Jaynti R.	192. Shri Rawat Bijendra S.
193. Shri Chaudhary Dinesh H.	194. Shri Lakdawala Jafar	195. Shri Thakor Ishwarji C.
196. Shri Chaudhary Bababhai K.	197. Shri Gadhavi Shankar K.	198. Shri Barot Narendra B.
199. Shri Godiyal Shambhu Prasad	200. Shri Thakor Dahyaji H.	201. Shri Raval Prahaladbhai K.
202. Shri Varma Naveenkumar K.	203. Shri Patel Anil R.	204. Shri Chaudhary Dineshbhai S.
205. Shri Chauhan Jagdishbhai K.	206. Shri Solanki Himatkumar B.	207. Shri Parmar Suresh G.

208. Shri Parmar Hargovindbhai C	209. Shri Parmar Khushal K.	210. Shri Raval Ramesh B
211. Shri Raval Babubhai K.	212. Shri Chauhan Chimanbhai N.	213. Shri Dave Pradipkumar G.
214. Shri Thakor Kapporji V.	215. Shri Patel Amrutbhai H.	216. Shri Solanki Rameshbhai V.
217. Shri Parmar Gunvantbhai C.	218. Shri Desai Vashram D.	219. Shri Vyas Kamlesh B.
220. Shri Chaudhary Muljibhai J	221. Shri Thakor Nathuji C.	222. Shri Parmar Ganpatbhai M.
223. Shri Gosai Pavingiri I.	224. Shri Solanki Chetan Kumar B.	225. Shri Pathak Vijaykumar S.
226. Shri Patel Jitendra M.	227. Shri Parmar Manubhai G.	228. Shri Chauhan Rajeshkumar J.
229. Shri Thakor Bhupatji B.	230. Shri Chaudhary Prasangbhai R.	231. Shri Nigde Rameshkumar S.
232. Shri Chavda Girish K.	233. Shri Negi Kirpal S.	234. Shri Thakor Vishnuji L.
235. Shri Parmar Babubhai K.	236. Shri Dabhi Narayansingh C.	237. Shri Virendrajeet Singh B.
238. Shri Solanki Revabhai G.	239. Shri Zala Harisinh C.	240. Shri Parmar Sureshbhai K.
241. Shri Rana Arvindkumar M.	242. Shri Zala Kanushingh S.	243. Shri Makwana Dilip Mohanlal
244. Shri Chaudhary Jitendra S.	245. Shri Rabari Amrutbhai S.	246. Shri Chaudhary Ramesh Kumar N.
247. Shri Prajapati Vishnubhai S.	248. Shri Gadhavi Ambaram M.	249. Shri Panchal Khodidas A.
250. Shri Chauhan Girishkumar S.	251. Shri Makwana Harshad T.	252. Shri Parmar Rajeshkumar B.
253. Shri Parmar MaheshKumar A.	254. Shri Gadhavi Hareish S.	255. Shri Solanki Himat Kumar C.
256. Shri Chaudhary Valjibhai H.	257. Shri Chaudhary Girish P.	258. Shri Vinay Kumar N.

1. The union representing the workmen filed its statement of claims Ex-3 dated 11/07/2000 and stated therein inter alia that the concerned persons have been working as Instrument Technician and Helper since years on permanent posts and nature of work performed by them is of perennial in nature and is integral part of the business of the ONGC LTD. It is further stated that the category of Instrument Technician and Helper is being prohibited by the Central Government vide Government order dated 08/09/1994, therefore, they should be treated as permanent workmen of the ONGC Ltd from their initial date of joining. It has also been stated that the arrangement between the ONGC and contractors is sham, bogus relying upon the judgment of Hon'ble Supreme Court reported in 1978 II LLJ 397 as well as another judgment reported in 1997 I CLR 292. The union has therefore prayed for granting permanent status and to extend all benefits including wages, equivalent to the permanent workmen of the ONGC along with 24% interest on the arrears of pay. The union has also alternatively prayed that the concerned persons should be treated as permanent workmen of ONGC Ltd with effect from 08/09/1994 as they have been working as Instrument Technicians and Helpers in the prohibited category since then.

2. The Union/ second party also at the relevant time moved an application for interim relief vide Exh.-4 in the matter and inter alia prayed for restraining the First party, ONGC Ltd to change or modify the service conditions of the 258 concerned persons in any manner without prior permission of the Hon'ble Tribunal. In the said matter interim relief was granted on 29/08/2000 and the same was subsequently confirmed by Tribunal vide its order dated 18/11/2002. The Hon'ble Tribunal directed that the interim relief granted earlier is confirmed till the final disposal of the main reference case. Hence it will be said that the concerned persons have been continued in employment of First Party ONGC Ltd till date by virtue of interim order passed by the Tribunal on 29.08.2000.

3. The First Party ONGC filed its Written Statement dated 18/02/2002 inter alia denied all the contentions raised in the Statement of Claims as well as contentions raised in the aforesaid application for interim relief. The First Party, ONGC Ltd., herein after referred to as ONGC, further submitted that there is no Master and Servant relationship between ONGC and the concerned persons/workmen and the said persons were not engaged in prohibited category as per Central Government notification and therefore they are not entitled for absorption with the first party. The ONGC further submitted that the ONGC is registered as a Principal Employer u/s 7 of the Contractual Labour Regulation Act, 1970, hereinafter referred to as CLRA, 1970, and the concerned Contractors have also obtained license from the Competent Authority u/s 12 of the said Act. The ONGC further submitted that the concerned persons have neither been engaged nor have been deployed or supervised by the representatives of the ONGC and they are not doing any work which may be said to be of permanent in nature or which can be equated with the work done by regular employees of the ONGC. The said persons are not supervised, paid or even have been subject to administrative, financial or disciplinary action of the ONGC. The said persons were deployed by the concerned contractors as per their requirements from time to time. It is also submitted in the written statement that ONGC being State under Article 12 has to follow the prescribed rules for recruitment and has to observe the principles of Right to Equality and Right of Equal Opportunity to all as envisaged in the Constitution of India. The ONGC also relied upon the judgment of Hon'ble High Court of Gujarat in SCA No. 6050/1986 and other allied matters and also relied upon judgment of

Hon'ble Apex Court in case of Cipla Ltd. It is also submitted that if absorption is granted then the same would tantamount to be back door entry. The ONGC also submitted that the designation given by the union to the second party is purely imaginary and concocted and that the ONGC awarded job contract to the contractor through valid and legal tender process and the contract is awarded to Techno-Commercially Fit Contractor for miscellaneous jobs of casual nature. The ONGC also relied on other judgments passed by the Hon'ble Apex Court and requested for rejection of reference/case.

4. The union/second party submitted Documents vide-list dated NIL received by ONGC on 03/10/2012 consisting of 81 documents while the ONGC submitted D-list vide Exh.-13 of 30 documents. The union examined three concerned persons vide affidavit/examination-in-chief, Exh. -14, 16 and 17 who have also been cross-examined by the ONGC.

5. The ONGC submitted that if the documents produced by the union are perused then Sr. Nos. 2 to 75 are copies of utilization records for various months. The said documents just show that the services of some of the concerned persons have been utilized by a department of ONGC. It is submitted that the said documents have not been proved by the union, therefore same have not been exhibited and thus they cannot be relied upon. For the sake of arguments even if such documents are taken on their face value then also the same would not prove that the concerned persons were working in prohibited category of Instrument Technician and Helper as alleged or otherwise. The union has also produced bank statements of 3-4 concerned persons and if the same are perused then it would be crystal clear that the concerned persons are employees of the contractor and are paid by the contractor. Hence the documents produced by the union do not hold any ground or help the case of the union.

The Ministry referred the matter for contractual workmen working as Instrumental Technician and Helper in the prohibited category as per notification letter dated 08.09.1994. The second party examined their witness vide Ext. 15 to 20, 22 and 23. They have reiterated the pleadings of the statement of claim but all of them in their cross examination stated that they did not make any written application for job with the ONGC nor ever appeared for any interview. ONGC did not give them any appointment letter. Their salary was paid to Axis Bank but they do not know who paid it whether it was ONGC or contractor. They also admitted that they were working with the contractor Sarvodaya Kamdar Mandali. They do not know their date of joining with respect to other workmen. They were working as unskilled worker. No advertisement for such post was made by ONGC in any newspaper. They don't have any proof that work has been allotted to them by the ONGC Officer.

6. The second party's learned counsel submitted written arguments which are reproduced as under:

“(1) This reference is caused to the Central Government Industrial Tribunal, Ahmedabad (CGIT for short) by the Govt. of India by order dated 17.02.2000 to adjudicate and decide the following terms of reference.

“Whether the demand of Gujarat Mazdoor Panchayat stating that Shri Solanki Vishnu G. and 258 others (as per list attached) were deployed by ONGC Ltd., Mehsana, as Instrument Technician and Helper in prohibited category of employment vide Notification No. U/23013/4/92-LW dated 08.09.1994 and that the concerned workmen are entitled to be treated in direct employment in ONGC Ltd, Mehsana Project from the date of their engagement along with all benefits is legal and justified? If yes, then to what relief the concerned workmen are entitled and from which date?”

(2) Gujarat Mazdoor Panchayat (Panchayat for short) for and on behalf of the workmen has submitted its statement of claims Ext. 3 date 29.08.2000 before the Tribunal. Notification of Government of India, Ministry of Labour prohibiting the employment of contract labour in various works specimen in schedule is annexed hereto in the establishment of Oil and Natural Gas Commission in the country date 08.09.1994 is also a record of the case (Ext. 13).

(3) As per the said notification of Govt. of India “Instrument Technician and Helper” is a prohibited category. The 258 workmen concerned in this reference are working as clerks in the prohibited category. As per the provision contained in contract labour (Regulation and Abolition) Act once a contract arrangement is prohibited the workmen are to be deemed workmen of the principal employer. In this case the workmen named in the schedule of reference are doing Instrument Technician and Helper work and hence are in the prohibited category of workmen and as such they are the permanent workmen of ONGC Ltd.

(4) The ONGC Ltd. could not have permitted to continue the contract labours employment in the nature of Instrument Technician and Helper work. Continuing to employ contract labour to do Instrument Technician and Helper work as such is illegal. The whole arrangement on and from the date of notification 8/9/94 is bad in law.

(5) The next submission is that the Contract Labour (Regulation and Abolition) Act 1970 (Contract Act for short) is applicable to the ONGC Ltd. As per the Contract Labour (Regulation and Abolition) Act 1970, it is necessary for the Principal Employer (ONGC Ltd. for short) to obtain a certificate of registration to appoint a contractor and the contractor so appointed should obtain a licence under the contract act before starting the contract work. In the

absence of a Registration Certificate with the principal employer and / or in the absence of a licence with the contractor the contract arrangement is thus sham and bogus. The contract act does not permit an employer to appoint contractor without licence. Any contract without a registration with the Principal Employer and any contractor without a licence to employ contract labour are illegal and void. In our case the reference is made on 17.02.2000. The workmen had served their demand notice dated 01.07.1999. This makes it amply clear that the workmen were working in ONGC Ltd. even before 01.07.1999. There is no Registration Certificate prior to 01.07.1999 with ONGC Ltd. A few documents have been produced by ONGC Ltd. It reveals from the list produced, the list is received by the union on 11.09.2002. Item No. 3 of the list states that the registration is obtained for and on behalf of one contractor i.e. Public Power Kamdar Sahakari Mandali Ltd. It is for a period of 2 years i.e. from 01.07.1998. Item No. 1 in the list is the zerox copy of the certificate of registration of 17.08.1999 with retrospective date.

A bunch of zerox papers received by the Panchayat on 11.09.2002 produced by the ONGC in on record of the case. Who has produced the papers before the court is not known. The person producing the said bunch of papers is not known to anyone. On reading the papers it is seen they are the zerox copies of the certificate of registrations of difference date and zerox copies of the licence issued to difference contractor for different period. However the said bunch of papers has not been produced properly and hence is not exhibited by the CGIT and so it is of no use whatsoever.

The Whole arrangement between ONGC Ltd. and the so-called parties is sham and bogus. The contractor has not been examined as a witness by the ONGC Ltd. before the tribunal. Hence the tribunal is handicapped from knowing the details of each contract. The arrangement as such is sham and bogus.

The Panchayat hence submits that 258 workmen are the permanent workmen of ONGC Ltd. and they should be held so.

The Panchayat hence submits the 258 workers are in the prohibited category and as such are the permanent workmen of the ONGC Ltd. from the date the contract got abolished under the CLRA Act. “

7. In reply the ONGC submitted that as stated hereinabove as many as 30 documents are produced by the ONGC vide Exh-30. The same include copy of registrations issued to the ONGC by the competent authority under the Contract Labour(R & A) Act, 1970, various communications by the Competent Authority, copy of licenses issued by the Competent Authority to various contractors and also copy of agreements entered into between ONGC and various contractors. It is also submitted that the Competent Authority would not have issued Registration or License if the work was of permanent or perennial nature. On the contrary if the item No. 2 from the sad D-list of Aug. 1999 is perused, then it is crystal clear that the Authority has instructed the ONGC to inform all the contractors to obtain labour license. If the contract agreements are perused then also it is also clear that contracts have been awarded after following a legal and valid tender procedure and the same are given for different types of seasonal and casual nature of jobs. Thus from the above documentary evidences itself makes it clear that the contracts are given for miscellaneous jobs of seasonal and casual nature after following valid and legal process and the Registration as well as Licenses are issued by the Competent Authority under the CLRA, 1970. Therefore the contract is genuine and legal and hence the reference is required to be rejected based on the documentary evidences.

8. It is further argued by First party ONGC that as stated hereinabove 3 of the total 258 persons have only been examined by the union before this Hon'ble Tribunal. It is pertinent to note here that no documentary evidence is put on record to prove that the concerned persons are working in prohibited category of Instrument Technician and Helper or they are being supervised and/or controlled by the officers of the ONGC. All the three persons have been cross examined by the ONGC. If the cross examination of 1 of the concerned persons i.e. Rameshkumar Narsangbhai Chaudhary at Exh.-16 is perused then also it is found that *no appointment letter was given by the ONGC to any of the concerned person or workman. The witness has further admitted that salary is paid by the contractor and the PF is also deducted from his salary and no designation of Instrument Technician and Helper is given to him. He has further admitted that he is doing work of miscellaneous nature. He has also admitted that other concerned persons are also doing the same miscellaneous works. He has further admitted that he does not know the age, date of joining, qualification or the address of the other concerned persons.* Thus the cross examination of the concerned witnesses itself give clear conclusion that the said persons are doing miscellaneous work and not working as Instrument Technician and Helper as alleged. From the Bank statement of the said persons as well as from the cross examination it is clear that he is being paid by the contractor and his PF was also deducted by the said contractor. Now if the cross examination is read along with contract agreement between ONGC and contractor produced by the ONGC then it is clear that the concerned persons are doing work of miscellaneous nature and not as Instrument Technician and Helper.

9. The ONGC submits that as per the settled legal position documentary evidences would prevail over oral evidence. In the above matter the ONGC has produced documents of registration, license, and contract agreement etc. to prove that the concerned persons are doing miscellaneous work of seasonal and casual nature and the concerned

persons/witnesses have also in their cross examination admitted that they are doing miscellaneous work. The union has merely stated in its Statement of Claims that the work is of perennial nature and the concerned persons are being controlled and supervised by the officers of the ONGC but they have not produced a single document to substantiate the said contention. The union has also merely made a bald statement that the concerned workers are working in the prohibited category of Instrument Technician and Helper but no evidence to that effect is led by the union to substantiate the same. On the other hand from the documents produced by the ONGC coupled with the cross-examination of the concerned persons it is crystal clear that the work done by the concerned persons is of miscellaneous nature and they are not doing any job which would fall in the category of Instrument Technician and Helper. As per the settled position of law, the onus is upon the claimant to substantiate or prove his case but in the present case the union has miserably failed to do so and therefore on this ground alone the reference is required to be rejected.

10. The ONGC further submitted that ad-interim relief has been granted in favour of the concerned persons from the day one i.e. from August, 2000 and the same has continued till date and it is because of the orders passed by this Hon'ble Tribunal the concerned persons were permitted to continue in job till date. In other words the concerned persons are in litigious employment. As per the proposition law settled by the Hon'ble Apex Court in case of Umadevi as well as other landmark judgments such persons who have been continued only due to orders passed by the Court or due to pendency of cases before the Courts cannot claim for regularization stating that they have been in continuous employment for years together.

11. It is further submitted that as stated hereinabove, ONGC is a State under Article 12 of the Constitution of India and therefore has to abide by the provisions of Article 14, 16 as well as Recruitment Rules while recruiting any persons. Admittedly the concerned persons have neither been appointed by the ONGC nor have faced interview, selection process and induction process as required by the recruitment rules. The said persons also do not fulfil the eligibility criteria as per the Recruitment Rules. The Recruitment Rules of the ONGC provide for the selection process before recruiting any person and the same is admittedly not followed in the present case as the concerned persons are contractual employees. Therefore on this ground alone the concerned persons are not entitled to any relief as the same would tantamount to back door entry and would be violative of Article 14 and 16 of the Constitution of India.

12. It is also submitted by ONGC that admittedly the said persons have been engaged by the Contractor and yet no contractor i.e. their employer has been joined as a party in the present proceedings and therefore on the ground of non-joinder of necessary party alone the present reference is required to be rejected. Similar view has been taken by the Hon'ble Allahabad High Court in case of M/s. NTPC Ltd. reported in 2015 (144) FLR 248.

13. The ONGC also submitted that as stated hereinabove as per admission of the concerned persons they are being employed by the contractors and are paid by the said contractors. It has also emerged in the cross examination that they are being paid on daily wage basis. It is also undisputed that the work performed by them is of miscellaneous nature. It is also submitted that the concerned workers accepted such appointment with open eyes and therefore now they cannot turn back and claim regularization or equal pay by way of litigious employment.

14. The ONGC also submitted that the Hon'ble Apex Court has in series of judgments held that doctrine of separation of powers is to be followed by the three wings and as per the said doctrine granting of regularization or equal pay should not be done by the Judiciary and the same should be left to the Executive Wing of the state. The Hon'ble Apex Court has also held that host of factors are to be considered before granting of regularization or equal pay like selection, interview, induction, age, educational qualification, roles and responsibilities, nature of work etc. The Hon'ble Courts have held that only if there is whole some identity between the two sets of employees then in that case only equal pay can be granted and not otherwise. As stated hereinabove in the present case the Union has not proved that there is wholesome identity between the concerned persons and regular employees of the ONGC and therefore they are not entitled for any relief as prayed for.

15. The ONGC relied upon several judgments which are as under:

- I. The Hon'ble Supreme Court in a case of **Vice Chancellor Lakhnow University, Lakhnaw Vs. Akhilesh Kumar Khare & Anr. reported in 2015 III CLR 464** held that the Courts cannot issue any direction for absorption / regularization of temporary, contractual, casual, daily wage or ad-hoc employees.
- II. The Hon'ble Supreme Court in case of **Account Officer (A&I) APSRTC &Ors. Vs. K.V. Ramana & Ors.2007 LLR 338** held that contractual workers who have completed 240 days without any break cannot be regularized dehors the rules of selection as they had not undergone the departmental selection process.
- III. The Hon'ble Supreme Court in a landmark judgment of Dena Nath and Ors. reported in **1992 (64) FLR 39** held that the CLRA Act merely regulates the employment of contract labour in certain establishment and provides for its abolition in certain circumstances. Non compliance of the provisions only exposes to prosecution but the contract labour employee does not become direct employees of principal employer.

- IV. The Hon'ble Supreme Court then in case of Steel Authority of India Ltd. and Ors. reported in 2001 (2) SCSLJ = 2001 LLR 961 also laid down a ratio that
- “Neither Section 10 of the CLRA Act nor any other provision in the Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by Appropriate Government under sub section (1) of Section 10, prohibiting employment of contract labour, in any process, or other work in any establishment. Consequently the principal employer cannot be required to order absorption of the contract labour working in the concerned establishment.”*
- V. In **Union of India & Anr. Vs. Ramsingh Thakor & Ors.** reported in 2012 AIR SCW 3806 Hon'ble Apex Court held that regularization of services is an executive function and such direction cannot be given by the Judiciary.
- VI. Hon'ble Apex Court in case of **Balvant Rai Saluja & Anr. Vs. Air India Ltd. & Ors.** 2014 III CLR 751 held that contractual workers working in statutory canteen as per the Factories Act who are under certain degree of control of the Principal Employer also cannot claim regularization as there is no parity in the nature of work, mode of appointment, qualification etc. between regular employees of the partly employer and concerned persons. In the present case admittedly the second party workmen are engaged by the contractor like in the above case and hence they are not entitled for regularization.
- VII. The Division Bench of Hon'ble High Court of Gujarat in LPA 530 in the case of Jhon Peter Farnandiz also held that as per the position of law settled by the Hon'ble Apex Court in various judgments contractual workers have not undergone the selection process and therefore they cannot claim regularization. (citations is not given in written arguments)
- VIII. The ONGC also relied upon the judgment passed by the Hon'ble Division Bench of Gujarat High Court in Hadvad Nagar Palika wherein the Hon'ble Bench held that compliance of Section 25F is also not required in case of daily wages. (Citation is not given in written arguments)
- IX. In LPA No. 2038/2004 in case of Shukla M.P. Vs. Municipal Commissioner also the Division Bench of Hon'ble Gujrat High Court held that once the concerned person has not followed the selection process, he cannot be entitled for regularization. (Citation is not given in written arguments)
- X. In case of latest judgment of Gujrat high court in ONGC v/s Shri Chetan Kumar Patel and Others reported in 2016 III CLR Page 106 workmen prayed for regularization with ONGC. The Hon'ble High Court has after considering the judgment of Constitution Bench in Umadevi reported in 2006 II CLR 261, Indian Drugs Pharmaceuticals, Kendriya Vidya Sangathan, U.P. State Electricity Board, Official Liquidator Vs. Dayanand etc. held that
- If it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued.
 - Merely because a temporary employee or a casual wage worker is continued for a time being beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength on such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules.
 - Regularisation is not a mode of appointment.
 - The Government or the instrumentality of the State cannot regularize the appointment made contrary to the course of selection as envisaged by the relevant rules governing the posts.
 - The High Court acting under Article 226 of the Constitution of India should not issue directions for regularization or permanent continuance unless the recruitment itself was made regularly and in terms of the constitutional scheme.
 - There should be no further by-passing of the constitutional requirement and regularization or making permanent those not duly appointed as per the constitutional scheme. [vide ShilpaJinda case (supra)]
- XI. The present first party submits that after the constitution bench judgment the Hon'ble Apex Court in 2010 in case of State of Karnataka & Ors. Vs. Gadilingappa and Ors. held that any judgment / direction contrary to the directions given in Umadevi's case [2006(4) SCC 1] shall not have a precedent status.
- XII. The First Party submits that, the first party has examined its officer Mr. Patel in Ref.(CGITA) No. 268/2004 and he has stated that in ONGC recruitment is being done under the R & P Regulations. The names are invited from the employment exchange and thereafter screening by way of written and oral test and thereafter medical examination the regular workmen were appointed. Admittedly these

persons/workmen have not undergone this process and hence they are not entitled to get absorption with ONGC. ONGC is State under Article 12 of the Constitution of India and it has to follow provisions of Articles 14, 16 and 309 of the Constitution of India at the time of recruitment. If the prayer of the second party is granted then it would amount to be back door entry. This cannot be permitted under the settled law. Similar view has been taken by the Constitution Bench comprising of five judges of the Hon'ble Supreme Court in case of Secretary, State of Karnataka and Ors. Vs. UMADEVI and others, reported in 2006 II CLR 261.

16. The Gujarat Mazdoor Panchayat ("Panchayat" for short)/second party's learned counsel submitted **Brief Reply to Written Submissions of the First Party-ONGC Ltd which is reproduced as under:**

"(i)The First Party ONGC Ltd. has produced documents vide list Ext. 13 of 30 documents which was not proved by the ONGC Ltd. and the documents are copies of Registration Certificates, Licence, other communications and agreements etc. If we pursue the registration certificate at Sr. No. 1 date of issuing certificate is 16.11.1999 which is after arising the dispute vide demand notice date 01.07.1999 and at the same time licence were also issued with effect from ante date which is not legal according to contract labour (R & A) Act, 1970. It is also seen from the agreements that the agreements are also made from retrospective dates, which is also against the settled position of law. However all these documents are not adopted or proved by ONGC Ltd and they were not exhibited.

(ii)The first party ONGC Ltd. has examined two witness, one Mr. B.P. Rathod in Ref(CGITA) : 268/2004 at Ext. 16 and other is Mr. Isikella Krishna Murthy in Ref(CGITA): 270/2004 at Ext. 14 both the witness in their cross examination has admitted that the concerned workers are working in ONGC Ltd. at Mehsana since long. They also admits that work was provided by ONGC Ltd. and place of work is in the premises of ONGC Ltd. The workers work on which machinery or in field area or in office area is off ONGC Ltd. The workers working for the benefits of the ONGC Ltd. so from the above it is clear that the workers are of the first party ONGC Ltd. which is not disputed.

(i) The second party Panchayat has examined three witness in this case, vide Ext. 14, 16 and 17 and Panchayat also examined their witness in each cases, and all the witness admits that they are working for the ONGC Ltd., Place of work is in the premises of ONGC Ltd. work provided by ONGC Ltd., for their work required tools, tackles, spare parts provided by ONGC Ltd., Stationeries, Machineries, Radio-wireless sets and Telephone etc. on which concerned workers are working is of ONGC Ltd. Transportation facilities also provided by the ONGC Ltd. for working on filed area. The workers have to work under the instruction and supervision of the officer of the ONGC Ltd. The workmen are working round the clock in each shift. They are doing permanent and day to day work for the benefits of the ONGC Ltd. The first party has never disputed the working of the workers and their date of joining in ONGC Ltd. It is clear from the oral evidence of workman in each case that they are doing work on permanent basis and day to day which is prohibited by Central Government notification dated 08.09.1994.

(ii) The second party Panchayat submits that the various judgements of the Apex Court, it is settled that workers engaged through so-called contract arrangement and the contracts are bogus and camouflage then the workers are be treated as the permanent workers of the principal employer.

(A) BhilwaraDoodhUtpadakSangh Ltd.

V/s

Vinod Kumar Sharma & Others

(2011 CLR P. 1079) (SC)

In the above case, Hon'ble Supreme Court held that:

(3) In order to avoid their liability under various labour statutes employers are very often resorting to subterfuge by trying to show that their employees of a contractor. It is high time that this subterfuge must come to an end.

(4) Labour statutes were meant to protect the employees/workmen because it was realized that the employers and the employees are not on an equal bargaining position. Hence, protection of employees was required so that they may not be exploited. However, this new technique of subterfuge has been adopted by some employers in recent years in order to deny the rights of the workmen under various labour statutes by showing that the concerned workmen are not their employees but are the employees/workmen of a contractor, or that they are merely daily wage or short term or casual employees when in fact they are doing the work of regular employees.

(5) This court cannot countenance such practices any more. Globalization / liberalization in the name of growth cannot be at the human cost of exploitation of workers.

(B) Steel Authority of India Ltd. and Ors.

2001 LLJ (II) P : 1087 (SC)

119 (5) On issuance of prohibition notification under Section 10 (1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/ camouflage to evade compliance of various beneficial legislations as to deprive the workers of the benefit there under. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment subject to the conditions as may be specified by it for that purpose in the light of Para 6 hereunder.

(C) Steel Authority of India Ltd.

V/s

Gujarat Mazdoor Panchayat

2004 GLR (1) P : 729

17. The Position of law, which emerges from the reported decisions of the Supreme Court, is that workmen working under a contract are entitled to raise a demand that they should be declared as workmen of the principal employer. It is always open to the workmen concerned to place materials before the industrial adjudicator to show that the contract between the principal employer and the contract labourer is sham or not genuine, and claim declaration that they were always the employees of the principal employer and are entitled to appropriate service conditions. When such a dispute is raised, it is not a dispute for abolition of labour contract. Hence, the provisions of Section 10 of the Act will not bar either the raising, or the adjudication, of such a dispute. When such a dispute is raised, industrial adjudicator has to decide whether the contract is sham or genuine. It is only if adjudicator comes to a conclusion that the contract is sham, then he will have jurisdiction to adjudicate the dispute. If however, he comes to a conclusion that the contract is genuine, he will have to dismiss the reference and may refer the workmen to the appropriate government of or abolition of contract labour under Section 10 of the act.

In the light of above referred to principles of law, the dispute raised in the petition will have to be considered by this court. However before resolving the dispute raised in the petition, it would be relevant to advert to oral evidence adduced by the parties before the tribunal.

18 The factors which may establish that a contract between the principal employer and the labour contractor is a mere paper arrangement or an eye wash or a camouflage or a ruse or a façade or a name lender are; (i) activities/business of the principal employer, (ii) genuine need or requirement of engaging contract labour, (iii) length of continuous and uninterrupted service of workmen, (iv) nature of work done by workmen, i.e. whether the work is perennial in nature or intermittent, (v) who has, in fact, supplied the labour force to the principal employer, meaning thereby, whether the services of the workmen were made available to the principle employer by the labour contractor after making recruitment, (vi) extent of supervision and control of the workmen by principal employer, (vii) whether the workers do the labour work to produce goods or service for business of the principal employer, and (viii) whether the provisions of the Act relating to registration and licence etc. are complied with. The plea that the industrial adjudicator cannot take into consideration the factors mentioned in Clauses (a) to (d) of Section 10 (2) of the Act to arrive at the finding as to whether the labour contracts are genuine or not cannot be accepted in view of the principles laid down in Gujarat Electricity Board V. Hind Mazdoor Sabha (supra) at Page 67, Paragraph 59.

(D) Workmen of Bhurkunda Colliery of Central Coalfields Ltd.

V/s

State of Bihar & Ors.

2006 SSC (L&S) P. 530

“Both employers and employees have their respective obligations. They must have the appreciation of each other’s responsibilities, duties and obligations. The Trade Union and Labour Union should understand and appreciate the fact that Labour is not a commodity nor is it a mere supply of Labour force at the managements disposal. Essentially, Labour is the real basis that underlines the production of goods and services. Through the work should the human personality and its sense of responsibility be able to unfold, management should appreciate this and always attribute its success to the trained and effective labour force. It must be understood by all concerns that both the

employees and employers are vital for any industry and unless there is proper coordination, the smooth functioning of any industry would be difficult.

From the all judgments it is clear that the workmen of the concerned disputes are permanent workmen of the Principal Employer and not of the so-called contractors.

(5) The criteria of the judgments of State of Karnataka V/s Umadevi and Ors. Are not applicable to this case, because these are the workers are not daily wage, they working on regular basis and has paid on monthly basis and they are doing permanent and perennial work for the ONGC Ltd.

In view of what is stated above the concerned workers are of the ONGC Ltd. and they should be treated as the permanent workmen of the ONGC Ltd. from their date of joining.

In this reference, there are two issues which are to be addressed by the Tribunal.

1. Whether the workmen involved in this reference were/are working in prohibited category and also in direct employment in ONGC Ltd, Mehsana Project from the date of their engagement?
2. Whether the workmen can claim any advantage of litigious employment?
3. Whether all these workmen are entitled to be regularized as permanent employee of ONGC Ltd, Mehsana Project along with all benefits?

Issue 1: Here I would like to clarify that burden to prove aforesaid issues was lying on the second party. But from the evidence oral and documentary on record, the second party workmen have miserably failed to prove that they were working in prohibited category and also in direct employment in ONGC Ltd, Mehsana Project from the date of their engagement because the witnesses examined by the Second Party Union in their statement on oath have confined their evidence to themselves leaving other workmen who were not examined by the Second Party Union clearly stating that they were engaged by contractors from time to time. Second, every post in prohibited category and of permanent nature has some prescribed eligible qualification. Neither of witnesses examined has stated as to what was the eligible qualification of prohibited category of the post of Instrument Technician and Helper and as to whether all the workmen involved in this reference were also having that eligible qualification. Third, it is basic law that post of permanent cadre cannot be filled without following the due procedure of selection for that post. Fourth, they have not categorically denied that they were not contractual workmen. Fifth they have admitted that the wages were paid by the contractor and provident fund was also deposited by the contractor. Sixth, neither of witnesses examined has clarified as to what work they used to do. Seventh, the reference involves more than two hundred fifty workmen and neither of witnesses examined has stated that as to whether other workmen were having the required eligible qualification of the post of Instrument Technician and Helper. The post of Instrument Technician and Helper is in prohibited category but High Court of Allahabad has stayed the Notification No. 643(E) dt 08.09.1994 related to prohibited category. It is also noteworthy that none of the employees appears to have been engaged by ONGC or contractor as Instrument Technician and Helper. Thus this issue is decided in negative and against the second party workmen.

Issue 2: There are number of decisions of Apex Court as produced by First party which is not rebutted by second party that any person cannot take advantage of litigious employment. Thus this issue is decided in negative and against the second party workmen.

4. Issue 3: In the light of above findings this issue is decided that all these workmen are not entitled to be regularized as permanent employee of ONGC Ltd, Mehsana Project along with all benefits. However First party shall consider those workmen who are having eligible qualification for the related post as and when becomes vacant after following the due procedure of selection for that post including in prohibited category giving them reasonable age relaxation.

19. The award is passed accordingly.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2016

का.आ. 2326.—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, अहमदाबाद के पंचाट (संदर्भ संख्या 268/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.11.2016 को प्राप्त हुआ था।

[सं. एल-30011/23/2000-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 28th November, 2016

S.O. 2326.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 268/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. ONGC Ltd. and their workman, which was received by the Central Government on 23.11.2016.

[No. L-30011/23/2000-IR (M)]

RAJESH KUMAR, Under Secy.

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

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,

Dated 21st October, 2016**Reference: (CGITA) No. 268/2004**

The Group General Manager (P),
ONGC Ltd., KDM Bhawan, Palavasana,
Mehsana

...First Party

V/s

The General Secretary,
Gujarat Mazdoor Panchayat,
Shram Shakti, P.B. No. – 77, Opp. Prabhat Press,
Mirzapur Road, Ahmedabad

...Second Party

For the First Party : Shri K.V. Gadhia Associates

For the Second Party : Shri P. Chidambaram

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30011/23/2000-IR(Misc.) dated 17.02.2000 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of Gujarat Mazdoor Panchayat stating that Shri Chaudhary Bhatibhai H. and 54 others (as per list attached) were deployed by ONGC Ltd., Mehana, as Drivers in prohibited category of employment vide Notification No. U/23013/4/92-LW dated 08.09.1994 and that the concerned workmen are entitled to be treated in direct employment in ONGC Ltd, Mehana Project from the date of their engagement along with all benefits is legal and justified? If yes, then to what relief the concerned workmen are entitled and from which date?”

The reference dates back to 17.02.2000.

1. Chaudhary Bhatibhai H	2. Chaudhari Lavjibhai B	3. Prajapati bhikhabhai F
4. Chaudhari Laljibhai G	5. Desai Amthabhai S	6. Chaudhari Babubhai Jivran
7. Chaudhari Mafatlal D	8. Chauhan Amarsingh m	9. Chaudhari Kanaji
10. Ravat Pratapbhai F	11. Patel khodabhai B	12. Chaudhari Ranchod D
13. Taide Sukhdev Pandit	14. Rathod Nirmalsinh K	15. Chaudhari Shamjibhai S
16. Bhatt Mahendrakumar R	17. Chaudhari Dashrathbhai K	18. Chaudhari Shivabhai R
19. Suthar Rameshbhai	20. Rabari Rugnath G	21. Chavda Surendra T
22. Chaudhari Babubhai R	23. Vaghela Gulabsinh m	24. Goswami revagiri K
25. Thakor S Babaji	26. Saxena Mahesh M	27. Jahangirkhan Nazirkhan
28. Thakor Bakaji S	29. Chaudhari Sureshkumar M	30. Jani Hitendra R

31. Dinkar Ajaypal	32. More Dipak Shankar	33. Joshi Bharat M
34. Makwana Girish S	35. Patel Dineshkumar k	36. Khander Premji R
37. Thakor Rupsingh C	38. Chaudhari Pathubhai k	39. Limbachia Mahesh K
40. Agnihotri Anilkumar R	41. Vaishnav Hirnarayanan R	42. Patel Laxmanbhai K
43. Gadhvi Narayanbhai A	44. Parmar Kirit V	45. Thakor Bhagvanbhai D
46. Jadav Sunil R	47. Mansuri Mohammedbhai U	48. Thakor Khodaji J
49. Senma Vithal N	50. Desai L V	51. Thakor Sendhaji Juhaji
52. Thakor Ghemarji	53. Afzalkhan Mohd. Khan	54. Thakor Parsangji
55. Nayak Pravinbhai C		

1. The union representing the workmen filed its statement of claims Ex-3 dated 11/07/2000 and stated therein inter alia that the concerned persons have been working as Drivers since years on permanent posts and nature of work performed by them is of perennial in nature and is integral part of the business of the ONGC LTD. It is further stated that the category of Drivers is being prohibited by the Central Government vide Government order dated 08//09/1994, therefore, they should be treated as permanent workmen of the ONGC Ltd from their initial date of joining. It has also been stated that the arrangement between the ONGC and contractors is sham, bogus relying upon the judgment of Hon'ble Supreme Court reported in 1978 II LLJ 397 as well as another judgment reported in 1997 I CLR 292. The union has therefore prayed for granting permanent status and to extend all benefits including wages, equivalent to the permanent workmen of the ONGC along with 24% interest on the arrears of pay. The union has also alternatively prayed that the concerned persons should be treated as permanent workmen of ONGC Ltd with effect from 08/09/1994 as they have been working as Drivers in the prohibited category since then.

2. The Union/ second party also at the relevant time moved an application for interim relief vide Exh.-4 in the matter and inter alia prayed for restraining the First party, ONGC Ltd to change or modify the service conditions of the 55 concerned persons in any manner without prior permission of the Hon'ble Tribunal. In the said matter interim relief was granted on 29/08/2000 and the same was subsequently confirmed by Tribunal vide its order dated 18/11/2002. The Hon'ble Tribunal directed that the interim relief granted earlier is confirmed till the final disposal of the main reference case. Hence it will be said that the concerned persons have been continued in employment of First Party ONGC Ltd till date by virtue of interim order passed by the Tribunal on 29.08.2000.

3. The First Party ONGC filed its Written Statement dated 18/02/2002 inter alia denied all the contentions raised in the Statement of Claims as well as contentions raised in the aforesaid application for interim relief. The First Party, ONGC Ltd., herein after referred to as ONGC, further submitted that there is no Master and Servant relationship between ONGC and the concerned persons/workmen and the said persons were not engaged in prohibited category as per Central Government notification and therefore they are not entitled for absorption with the first party. The ONGC further submitted that the ONGC is registered as a Principal Employer u/s 7 of the Contractual Labour Regulation Act, 1970, hereinafter referred to as CLRA, 1970, and the concerned Contractors have also obtained license from the Competent Authority u/s 12 of the said Act. The ONGC further submitted that the concerned persons have neither been engaged nor have been deployed or supervised by the representatives of the ONGC and they are not doing any work which may be said to be of permanent in nature or which can be equated with the work done by regular employees of the ONGC. The said persons are not supervised, paid or even have been subject to administrative, financial or disciplinary action of the ONGC. The said persons were deployed by the concerned contractors as per their requirements from time to time. It is also submitted in the written statement that ONGC being State under Article 12 has to follow the prescribed rules for recruitment and has to observe the principles of Right to Equality and Right of Equal Opportunity to all as envisaged in the Constitution of India. The ONGC also relied upon the judgment of Hon'ble High Court of Gujarat in SCA No. 6050/1986 and other allied matters and also relied upon judgment of Hon'ble Apex Court in case of Cipla Ltd. It is also submitted that if absorption is granted then the same would tantamount to be back door entry. The ONGC also submitted that the designation given by the union to the second party is purely imaginary and concocted and that the ONGC awarded job contract to the contractor through valid and legal tender process and the contract is awarded to Techno-Commercially Fit Contractor for miscellaneous jobs of casual nature. The ONGC also relied on other judgments passed by the Hon'ble Apex Court and requested for rejection of reference/case.

4. The union/second party submitted Documents vide-list dated NIL received by ONGC on 03/10/2012 consisting of 81 documents while the ONGC submitted D-list vide Exh.-13 of 30 documents. The union examined three concerned persons vide affidavit/examination-in-chief, Exh. -14, 16 and 17 who have also been cross-examined by the ONGC.

5. The ONGC submitted that if the documents produced by the union are perused then Sr. Nos. 2 to 75 are copies of utilization records for various months. The said documents just show that the services of some of the concerned persons have been utilized by a department of ONGC. It is submitted that the said documents have not been proved by the union, therefore same have not been exhibited and thus they cannot be relied upon. For the sake of arguments even if such documents are taken on their face value then also the same would not prove that the concerned persons were working in prohibited category of Drivers as alleged or otherwise. The union has also produced bank statements of 3-4 concerned persons and if the same are perused then it would be crystal clear that the concerned persons are employees of the contractor and are paid by the contractor. Hence the documents produced by the union do not hold any ground or help the case of the union.

The Ministry referred the matter for contractual workmen working as Contractual Drivers in the prohibited category as per notification letter dated 08.09.1994. The second party examined their witness vide Ext. 12, 13 and 16 who reiterated their statement given in the pleading but in their cross examination they stated that ONGC did not give them any appointment letter. They were working on contract basis. They do not know the date of birth, age and qualification of other workmen. They also do not know the other workmen personally. They also stated that PF was deducted but who deducted it is not known to them.

6. The second party's learned counsel submitted written arguments which are reproduced as under:

“(1) This reference is caused to the Central Government Industrial Tribunal, Ahmedabad (CGIT for short) by the Govt. of India by order dated 17.02.2000 to adjudicate and decide the following terms of reference.

“Whether the demand of Gujarat Mazdoor Panchayat stating that Shri Chaudhary Bhatibhai H. and 54 others (as per list attached) were deployed by ONGC Ltd., Mehsana, as Drivers in prohibited category of employment vide Notification No. U/23013/4/92-LW dated 08.09.1994 and that the concerned workmen are entitled to be treated in direct employment in ONGC Ltd, Mehsana Project from the date of their engagement along with all benefits is legal and justified? If yes, then to what relief the concerned workmen are entitled and from which date?”

(2) Gujarat Mazdoor Panchayat (Panchayat for short) for and on behalf of the workmen has submitted its statement of claims Ext. 3 date 29.08.2000 before the Tribunal. Notification of Government of India, Ministry of Labour prohibiting the employment of contract labour in various works specimen in schedule is annexed hereto in the establishment of Oil and Natural Gas Commission in the country date 08.09.1994 is also a record of the case (Ext. 13).

(3) As per the said notification of Govt. of India “Drivers” is a prohibited category. The 55 workmen concerned in this reference are working as Drivers in the prohibited category. As per the provision contained in contract labour (Regulation and Abolition) Act once a contract arrangement is prohibited the workmen are to be deemed workmen of the principal employer. In this case the workmen named in the schedule of reference are doing Drivers work and hence are in the prohibited category of workmen and as such they are the permanent workmen of ONGC Ltd.

(4) The ONGC Ltd. could not have permitted to continue the contract labours employment in the nature of Drivers work. Continuing to employ contract labour to do Drivers work as such is illegal. The whole arrangement on and from the date of notification 8/9/94 is bad in law.

(5) The next submission is that the Contract Labour (Regulation and Abolition) Act 1970 (Contract Act for short) is applicable to the ONGC Ltd. As per the Contract Labour (Regulation and Abolition) Act 1970, it is necessary for the Principal Employer (ONGC Ltd. for short) to obtain a certificate of registration to appoint a contractor and the contractor so appointed should obtain a licence under the contract act before starting the contract work. In the absence of a Registration Certificate with the principal employer and / or in the absence of a licence with the contractor the contract arrangement is thus sham and bogus. The contract act does not permit an employer to appoint contractor without licence. Any contract without a registration with the Principal Employer and any contractor without a licence to employ contract labour are illegal and void. In our case the reference is made on 17.02.2000. The workmen had served their demand notice dated 01.07.1999. This makes it amply clear that the workmen were working in ONGC Ltd. even before 01.07.1999. There is no Registration Certificate prior to 01.07.1999 with ONGC Ltd. A few documents have been produced by ONGC Ltd. It reveals from the list produced, the list is received by the union on 11.09.2002. Item No. 3 of the list states that the registration is obtained for and on behalf of one contractor i.e. Public Power Kamdar Sahakari Mandali Ltd. It is for a period of 2 years i.e. from 01.07.1998. Item No. 1 in the list is the zerox copy of the certificate of registration of 17.08.1999 with retrospective date.

A bunch of zerox papers received by the Panchayat on 11.09.2002 produced by the ONGC in on record of the case. Who has produced the papers before the court is not known. The person producing the said bunch of papers is not known to anyone. On reading the papers it is seen they are the zerox copies of the certificate of registrations of

difference date and zerox copies of the licence issued to difference contractor for different period. However the said bunch of papers has not been produced properly and hence is not exhibited by the CGIT and so it is of no use whatsoever.

The Whole arrangement between ONGC Ltd. and the so-called parties is sham and bogus. The contractor has not been examined as a witness by the ONGC Ltd. before the tribunal. Hence the tribunal is handicapped from knowing the details of each contract. The arrangement as such is sham and bogus.

The Panchayat hence submits that 55 workmen are the permanent workmen of ONGC Ltd. and they should be held so.

The Panchayat hence submits the 55 workers are in the prohibited category and as such are the permanent workmen of the ONGC Ltd. from the date the contract got abolished under the CLRA Act. “

7. In reply the ONGC submitted that as stated hereinabove as many as 30 documents are produced by the ONGC vide Exh-30. The same include copy of registrations issued to the ONGC by the competent authority under the Contract Labour(R & A) Act, 1970, various communications by the Competent Authority, copy of licenses issued by the Competent Authority to various contractors and also copy of agreements entered into between ONGC and various contractors. It is also submitted that the Competent Authority would not have issued Registration or License if the work was of permanent or perennial nature. On the contrary if the item No. 2 from the sad D-list of Aug. 1999 is perused, then it is crystal clear that the Authority has instructed the ONGC to inform all the contractors to obtain labour license. If the contract agreements are perused then also it is also clear that contracts have been awarded after following a legal and valid tender procedure and the same are given for different types of seasonal and casual nature of jobs. Thus from the above documentary evidences itself makes it clear that the contracts are given for miscellaneous jobs of seasonal and casual nature after following valid and legal process and the Registration as well as Licenses are issued by the Competent Authority under the CLRA, 1970. Therefore the contract is genuine and legal and hence the reference is required to be rejected based on the documentary evidences.

8. It is further argued by First party ONGC that as stated hereinabove 3 of the total 55 persons have only been examined by the union before this Hon'ble Tribunal. It is pertinent to note here that no documentary evidence is put on record to prove that the concerned persons are working in prohibited category of Drivers or they are being supervised and/or controlled by the officers of the ONGC. All the three persons have been cross examined by the ONGC. If the cross examination of 1 of the concerned persons i.e. Thakore Sadaji Babaji at Exh.-13 is perused then also it is found that *no appointment letter was given by the ONGC to any of the concerned person or workman. The witness has further admitted that salary is paid by the contractor and the PF is also deducted from his salary and no designation of Drivers is given to him. He has further admitted that he is doing work of miscellaneous nature. He has also admitted that other concerned persons are also doing the same miscellaneous works. He has further admitted that he does not know the age, date of joining, qualification or the address of the other concerned persons.* Thus the cross examination of the concerned witnesses itself give clear conclusion that the said persons are doing miscellaneous work and not working as Drivers as alleged. From the Bank statement of the said persons as well as from the cross examination it is clear that he is being paid by the contractor and his PF was also deducted by the said contractor. Now if the cross examination is read along with contract agreement between ONGC and contractor produced by the ONGC then it is clear that the concerned persons are doing work of miscellaneous nature and not as Drivers.

9. The ONGC submits that as per the settled legal position documentary evidences would prevail over oral evidence. In the above matter the ONGC has produced documents of registration, license, and contract agreement etc. to prove that the concerned persons are doing miscellaneous work of seasonal and casual nature and the concerned persons/witnesses have also in their cross examination admitted that they are doing miscellaneous work. The union has merely stated in its Statement of Claims that the work is of perennial nature and the concerned persons are being controlled and supervised by the officers of the ONGC but they have not produced a single document to substantiate the said contention. The union has also merely made a bald statement that the concerned workers are working in the prohibited category of Drivers but no evidence to that effect is led by the union to substantiate the same. On the other hand from the documents produced by the ONGC coupled with the cross-examination of the concerned persons it is crystal clear that the work done by the concerned persons is of miscellaneous nature and they are not doing any job which would fall in the category of Drivers. As per the settled position of law, the onus is upon the claimant to substantiate or prove his case but in the present case the union has miserably failed to do so and therefore on this ground alone the reference is required to be rejected.

10. The ONGC further submitted that ad-interim relief has been granted in favour of the concerned persons from the day one i.e. from August, 2000 and the same has continued till date and it is because of the orders passed by this Hon'ble Tribunal the concerned persons were permitted to continue in job till date. In other words the concerned persons are in litigious employment. As per the proposition law settled by the Hon'ble Apex Court in case of Umadevi as well as other landmark judgments such persons who have been continued only due to orders passed by the Court or

due to pendency of cases before the Courts cannot claim for regularization stating that they have been in continuous employment for years together.

11. It is further submitted that as stated hereinabove, ONGC is a State under Article 12 of the Constitution of India and therefore has to abide by the provisions of Article 14, 16 as well as Recruitment Rules while recruiting any persons. Admittedly the concerned persons have neither been appointed by the ONGC nor have faced interview, selection process and induction process as required by the recruitment rules. The said persons also do not fulfill the eligibility criteria as per the Recruitment Rules. The Recruitment Rules of the ONGC provide for the selection process before recruiting any person and the same is admittedly not followed in the present case as the concerned persons are contractual employees. Therefore on this ground alone the concerned persons are not entitled to any relief as the same would tantamount to back door entry and would be violative of Article 14 and 16 of the Constitution of India.

12. It is also submitted by ONGC that admittedly the said persons have been engaged by the Contractor and yet no contractor i.e. their employer has been joined as a party in the present proceedings and therefore on the ground of non-joinder of necessary party alone the present reference is required to be rejected. Similar view has been taken by the Hon'ble Allahabad High Court in case of M/s. NTPC Ltd. reported in 2015 (144) FLR 248.

13. The ONGC also submitted that as stated hereinabove as per admission of the concerned persons they are being employed by the contractors and are paid by the said contractors. It has also emerged in the cross examination that they are being paid on daily wage basis. It is also undisputed that the work performed by them is of miscellaneous nature. It is also submitted that the concerned workers accepted such appointment with open eyes and therefore now they cannot turn back and claim regularization or equal pay by way of litigious employment.

14. The ONGC also submitted that the Hon'ble Apex Court has in series of judgments held that doctrine of separation of powers is to be followed by the three wings and as per the said doctrine granting of regularization or equal pay should not be done by the Judiciary and the same should be left to the Executive Wing of the state. The Hon'ble Apex Court has also held that host of factors are to be considered before granting of regularization or equal pay like selection, interview, induction, age, educational qualification, roles and responsibilities, nature of work etc. The Hon'ble Courts have held that only if there is whole some identity between the two sets of employees then in that case only equal pay can be granted and not otherwise. As stated hereinabove in the present case the Union has not proved that there is wholesome identity between the concerned persons and regular employees of the ONGC and therefore they are not entitled for any relief as prayed for.

15. The ONGC relied upon several judgments which are as under:

- I. The Hon'ble Supreme Court in a case of **Vice Chancellor Lakhnow University, Lakhnow Vs. Akhilesh Kumar Khare & Anr. reported in 2015 III CLR 464** held that the Courts cannot issue any direction for absorption / regularization of temporary, contractual, casual, daily wage or ad-hoc employees.
- II. The Hon'ble Supreme Court in case of **Account Officer (A&I) APSRTC & Ors. Vs. K.V. Ramana & Ors. 2007 LLR 338** held that contractual workers who have completed 240 days without any break cannot be regularized dehors the rules of selection as they had not undergone the departmental selection process.
- III. The Hon'ble Supreme Court in a landmark judgment of Dena Nath and Ors. reported in **1992 (64) FLR 39** held that the CLRA Act merely regulates the employment of contract labour in certain establishment and provides for its abolition in certain circumstances. Non compliance of the provisions only exposes to prosecution but the contract labour employee does not become direct employees of principal employer.
- IV. The Hon'ble Supreme Court then in case of Steel Authority of India Ltd. and Ors. reported in 2001 (2) SCSLJ = 2001 LLR 961 also laid down a ratio that
"Neither Section 10 of the CLRA Act nor any other provision in the Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by Appropriate Government under sub section (1) of Section 10, prohibiting employment of contract labour, in any process, or other work in any establishment. Consequently the principal employer cannot be required to order absorption of the contract labour working in the concerned establishment."
- V. In **Union of India & Anr. Vs. Ramsingh Thakor & Ors. reported in 2012 AIR SCW 3806** Hon'ble Apex Court held that regularization of services is an executive function and such direction cannot be given by the Judiciary.
- VI. Hon'ble Apex Court in case of **Balvant Rai Saluja & Anr. Vs. Air India Ltd. & Ors. 2014 III CLR 751** held that contractual workers working in statutory canteen as per the Factories Act who are under certain degree of control of the Principal Employer also cannot claim regularization as there is no parity in the nature of work, mode of appointment, qualification etc. between regular employees of the partly

employer and concerned persons. In the present case admittedly the second party workmen are engaged by the contractor like in the above case and hence they are not entitled for regularization.

- VII. The Division Bench of Hon'ble High Court of Gujarat in LPA 530 in the case of Jhon Peter Farnandiz also held that as per the position of law settled by the Hon'ble Apex Court in various judgments contractual workers have not undergone the selection process and therefore they cannot claim regularization. (citations is not given in written arguments)
- VIII. The ONGC also relied upon the judgment passed by the Hon'ble Division Bench of Gujarat High Court in Hadvad Nagar Palika wherein the Hon'ble Bench held that compliance of Section 25F is also not required in case of daily wages. (Citation is not given in written arguments)
- IX. In LPA No. 2038/2004 in case of Shukla M.P. Vs. Municipal Commissioner also the Division Bench of Hon'ble Gujrat High Court held that once the concerned person has not followed the selection process, he cannot be entitled for regularization.(Citation is not given in written arguments)
- X. In case of latest judgment of Gujrat high court in ONGC v/s Shri Chetan Kumar Patel and Others reported in 2016 III CLR Page 106 workmen prayed for regularization with ONGC. The Hon'ble High Court has after considering the judgment of Constitution Bench in Umadevi reported in 2006 II CLR 261, Indian Drugs Pharmaceuticals, Kendriya Vidya Sangathan, U.P. State Electricity Board, Official Liquidator Vs. Dayanand etc. held that
 - If it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued.
 - Merely because a temporary employee or a casual wage worker is continued for a time being beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength on such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules.
 - Regularisation is not a mode of appointment.
 - The Government or the instrumentality of the State cannot regularize the appointment made contrary to the course of selection as envisaged by the relevant rules governing the posts.
 - The High Court acting under Article 226 of the Constitution of India should not issue directions for regularization or permanent continuance unless the recruitment itself was made regularly and in terms of the constitutional scheme.
 - There should be no further by-passing of the constitutional requirement and regularization or making permanent those not duly appointed as per the constitutional scheme. [vide ShilpaJinda case (supra)]
- XI. The present first party submits that after the constitution bench judgment the Hon'ble Apex Court in 2010 in case of State of Karnataka &Ors. Vs. Gadilingappa and Ors. held that any judgment / direction contrary to the directions given in Umadevi's case [2006(4) SCC 1] shall not have a precedent status.
- XII. The First Party submits that, the first party has examined its officer Mr. Patel in Ref.(CGITA) No. 268/2004 and he has stated that in ONGC recruitment is being done under the R & P Regulations. The names are invited from the employment exchange and thereafter screening by way of written and oral test and thereafter medical examination the regular workmen were appointed. Admittedly these persons/workmen have not undergone this process and hence they are not entitled to get absorption with ONGC. ONGC is State under Article 12 of the Constitution of India and it has to follow provisions of Articles 14, 16 and 309 of the Constitution of India at the time of recruitment. If the prayer of the second party is granted then it would amount to be back door entry. This cannot be permitted under the settled law. Similar view has been taken by the Constitution Bench comprising of five judges of the Hon'ble Supreme Court in case of Secretary, State of Karnataka and Ors. Vs. UMADEVI and others, reported in 2006 II CLR 261.

16. The Gujarat Mazdoor Panchayat ("Panchayat" for short)/second party's learned counsel submitted **Brief Reply to Written Submissions of the First Party-ONGC Ltd which is reproduced as under:**

"(i)The First Party ONGC Ltd. has produced documents vide list Ext. 13 of 30 documents which was not proved by the ONGC Ltd. and the documents are copies of Registration Certificates, Licence, other communications and agreements etc. If we peruse the registration certificate at Sr. No. 1 date of issuing certificate is 16.11.1999 which

is after arising the dispute vide demand notice date 01.07.1999 and at the same time licence were also issued with effect from ante date which is not legal according to contract labour (R & A) Act, 1970. It is also seen from the agreements that the agreements are also made from retrospective dates, which is also against the settled position of law. However all these documents are not adopted or proved by ONGC Ltd and they were not exhibited.

(ii) The first party ONGC Ltd. has examined two witness, one Mr. B.P. Rathod in Ref(CGITA) : 268/2004 at Ext. 16 and other is Mr. Isikella Krishna Murthy in Ref(CGITA): 270/2004 at Ext. 14 both the witness in their cross examination has admitted that the concerned workers are working in ONGC Ltd. at Mehsana since long. They also admits that work was provided by ONGC Ltd. and place of work is in the premises of ONGC Ltd. The workers work on which machinery or in field area or in office area is off ONGC Ltd. The workers working for the benefits of the ONGC Ltd. so from the above it is clear that the workers are of the first party ONGC Ltd. which is not disputed.

(i) The second party Panchayat has examined three witness in this case, vide Ext. 14, 16 and 17 and Panchayat also examined their witness in each cases, and all the witness admits that they are working for the ONGC Ltd., Place of work is in the premises of ONGC Ltd. work provided by ONGC Ltd., for their work required tools, tackles, spare parts provided by ONGC Ltd., Stationeries, Machineries, Radio-wireless sets and Telephone etc. on which concerned workers are working is of ONGC Ltd. Transportation facilities also provided by the ONGC Ltd. for working on filed area. The workers have to work under the instruction and supervision of the officer of the ONGC Ltd. The workmen are working round the clock in each shift. They are doing permanent and day to day work for the benefits of the ONGC Ltd. The first party has never disputed the working of the workers and their date of joining in ONGC Ltd. It is clear from the oral evidence of workman in each case that they are doing work on permanent basis and day to day which is prohibited by Central Government notification dated 08.09.1994.

(ii) The second party Panchayat submits that the various judgements of the Apex Court, it is settled that workers engaged through so-called contract arrangement and the contracts are bogus and camouflage then the workers are be treated as the permanent workers of the principal employer.

(A) BhilwaraDoodhUtpadakSangh Ltd.

V/s

Vinod Kumar Sharma & Others

(2011 CLR P. 1079) (SC)

In the above case, Hon'ble Supreme Court held that:

(3) In order to avoid their liability under various labour statutes employers are very often resorting to subterfuge by trying to show that their employees of a contractor. It is high time that this subterfuge must come to an end.

(4) Labour statutes were meant to protect the employees/workmen because it was realized that the employers and the employees are not on an equal bargaining position. Hence, protection of employees was required so that they may not be exploited. However, this new technique of subterfuge has been adopted by some employers in recent years in order to deny the rights of the workmen under various labour statutes by showing that the concerned workmen are not their employees but are the employees/workmen of a contractor, or that they are merely daily wage or short term or casual employees when in fact they are doing the work of regular employees.

(5) This court cannot countenance such practices any more. Globalization / liberalization in the name of growth cannot be at the human cost of exploitation of workers.

(B) Steel Authority of India Ltd. and Ors.

2001 LLJ (II) P : 1087 (SC)

119 (5) On issuance of prohibition notification under Section 10 (1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/ camouflage to evade compliance of various beneficial legislations as to deprive the workers of the benefit there under. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment subject to the conditions as may be specified by it for that purpose in the light of Para 6 hereunder.

(C) Steel Authority of India Ltd.

V/s

Gujarat Mazdoor Panchayat

2004 GLR (1) P : 729

18. The Position of law, which emerges from the reported decisions of the Supreme Court, is that workmen working under a contract are entitled to raise a demand that they should be declared as workmen of the principal employer. It is always open to the workmen concerned to place materials before the industrial adjudicator to show that the contract between the principal employer and the contract labourer is sham or not genuine, and claim declaration that they were always the employees of the principal employer and are entitled to appropriate service conditions. When such a dispute is raised, it is not a dispute for abolition of labour contract. Hence, the provisions of Section 10 of the Act will not bar either the raising, or the adjudication, of such a dispute. When such a dispute is raised, industrial adjudicator has to decide whether the contract is sham or genuine. It is only if adjudicator comes to a conclusion that the contract is sham, then he will have jurisdiction to adjudicate the dispute. If however, he comes to a conclusion that the contract is genuine, he will have to dismiss the reference and may refer the workmen to the appropriate government of or abolition of contract labour under Section 10 of the act.

In the light of above referred to principles of law, the dispute raised in the petition will have to be considered by this court. However before resolving the dispute raised in the petition, it would be relevant to advert to oral evidence adduced by the parties before the tribunal.

18 The factors which may establish that a contract between the principal employer and the labour contractor is a mere paper arrangement or an eye wash or a camouflage or a ruse or a façade or a name lender are; (i) activities/business of the principal employer, (ii) genuine need or requirement of engaging contract labour, (iii) length of continuous and uninterrupted service of workmen, (iv) nature of work done by workmen, i.e. whether the work is perennial in nature or intermittent, (v) who has, in fact, supplied the labour force to the principal employer, meaning thereby, whether the services of the workmen were made available to the principle employer by the labour contractor after making recruitment, (vi) extent of supervision and control of the workmen by principal employer, (vii) whether the workers do the labour work to produce goods or service for business of the principal employer, and (viii) whether the provisions of the Act relating to registration and licence etc. are complied with. The plea that the industrial adjudicator cannot take into consideration the factors mentioned in Clauses (a) to (d) of Section 10 (2) of the Act to arrive at the finding as to whether the labour contracts are genuine or not cannot be accepted in view of the principles laid down in Gujarat Electricity Board V. Hind Mazdoor Sabha (supra) at Page 67, Paragraph 59.

(D) Workmen of Bhurkunda Colliery of Central Coalfields Ltd.

V/s

State of Bihar &Ors.

2006 SSC (L&S) P. 530

“Both employers and employees have their respective obligations. They must have the appreciation of each other’s responsibilities, duties and obligations. The Trade Union and Labour Union should understand and appreciate the fact that Labour is not a commodity nor is it a mere supply of Labour force at the managements disposal. Essentially, Labour is the real basis that underlines the production of goods and services. Through the work should the human personality and its sense of responsibility be able to unfold, management should appreciate this and always attribute its success to the trained and effective labour force. It must be understood by all concerns that both the employees and employers are vital for any industry and unless there is proper coordination, the smooth functioning of any industry would be difficult.

From the all judgments it is clear that the workmen of the concerned disputes are permanent workmen of the Principal Employer and not of the so-called contractors.

(5) The criteria of the judgments of State of Karnataka V/s Umadevi and Ors. Are not applicable to this case, because these are the workers are not daily wage, they working on regular basis and has paid on monthly basis and they are doing permanent and perennial work for the ONGC Ltd.

In view of what is stated above the concerned workers are of the ONGC Ltd. and they should be treated as the permanent workmen of the ONGC Ltd. from their date of joining.

In this reference, there are two issues which are to be addressed by the Tribunal.

1. Whether the workmen involved in this reference were/are working in prohibited category and also in direct employment in ONGC Ltd, Mehsana Project from the date of their engagement?
2. Whether the workmen can claim any advantage of litigious employment?
3. Whether all these workmen are entitled to be regularized as permanent employee of ONGC Ltd, Mehsana Project along with all benefits?

Issue 1: Here I would like to clarify that burden to prove aforesaid issues was lying on the second party. But from the evidence oral and documentary on record, the second party workmen have miserably failed to prove that they were working in prohibited category and also in direct employment in ONGC Ltd, Mehsana Project from the date of their engagement because the witnesses examined by the Second Party Union in their statement on oath have confined their evidence to themselves leaving other workmen who were not examined by the Second Party Union clearly stating that they were engaged by contractors from time to time. Second, every post in prohibited category and of permanent nature has some prescribed eligible qualification. Neither of witnesses examined has stated as to what was the eligible qualification of prohibited category of the post of Drivers and as to whether all the workmen involved in this reference were also having that eligible qualification. Third, it is basic law that post of permanent cadre cannot be filled without following the due procedure of selection for that post. Fourth, they have not categorically denied that they were not contractual workmen. Fifth they have admitted that the wages were paid by the contractor and provident fund was also deposited by the contractor. Sixth, neither of witnesses examined has clarified as to what work they used to do. Seventh, the reference involves more than fifty workmen and neither of witnesses examined has stated that as to whether other workmen were having the required eligible qualification of the post of Drivers. The post of Drivers is in prohibited category but High Court of Allahabad has stayed the Notification No. 643(E) dt 08.09.1994 related to prohibited category. It is also noteworthy that none of the workmen were engaged as Drivers. Thus this issue is decided in negative and against the second party workmen.

Issue 2: There are number of decisions of Apex Court as produced by First party which is not rebutted by second party that any person cannot take advantage of litigious employment. Thus this issue is decided in negative and against the second party workmen.

4. **Issue 3:** In the light of above findings this issue is decided that all these workmen are not entitled to be regularized as permanent employee of ONGC Ltd, Mehsana Project along with all benefits. However First party shall consider those workmen who are having eligible qualification for the related post as and when becomes vacant after following the due procedure of selection for that post including in prohibited category giving them reasonable age relaxation.

17. The award is passed accordingly.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2016

का.आ. 2327.—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, अहमदाबाद के पंचाट (संदर्भ संख्या 269/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.11.2016 को प्राप्त हुआ था।

[सं. एल-30011/19/2000-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 28th November, 2016

S.O. 2327.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 269/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. ONGC Ltd. and their workman, which was received by the Central Government on 23.11.2016.

[No. L-30011/19/2000-IR (M)]

RAJESH KUMAR, Under Secy.

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

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,

Dated 21st October, 2016

Reference: (CGITA) No. 269/2004

The Group General Manager (P),
ONGC Ltd., KDM Bhawan, Palavasana,
Mehsana

...First Party

V/s

The General Secretary,
Gujarat Mazdoor Panchayat,
Shram Shakti, P.B. No. – 77, Opp. Prabhat Press,
Mirzapur Road, Ahmedabad

...Second Party

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

For the Second Party : Shri P. Chidambaram

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30011/19/2000-IR(Misc.) dated 17.02.2000 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of Gujarat Mazdoor Panchayat stating that Shri Bhavsar Dushyant J. and 6 others (as per list attached) were deployed by ONGC Ltd., Mehana, as Computer Operators/Data Operators in prohibited category of employment vide Notification No. U/23013/4/92-LW dated 08.09.1994 and that the concerned workmen are entitled to be treated in direct employment in ONGC Ltd, Mehana Project from the date of their engagement along with all benefits is legal and justified? If yes, then to what relief the concerned workmen are entitled and from which date?”

- The reference dates back to 17.02.2000.

Name of Workmen involved in the Reference are as under:

1. Bhavsar Dushyant J
2. Solanki Suresh G
3. Solanki Jaysukh R
4. Mishra Kanakbihari
5. Modi Bhavesh h
6. Vohora MD. Hanif F
7. Joshi Urwish J

1. The union representing the workmen filed its statement of claims Ex-3 dated 11/07/2000 and stated therein interalia that the concerned persons have been working as Computer Operators/Data Operators since years on permanent posts and nature of work performed by them is of perennial in nature and is integral part of the business of the ONGC LTD. It is further stated that the category of Computer Operators/Data Operators is being prohibited by the Central Government vide Government order dated 08//09/1994, therefore, they should be treated as permanent workmen of the ONGC Ltd from their initial date of joining. It has also been stated that the arrangement between the ONGC and contractors is sham, bogus relying upon the judgment of Hon'ble Supreme Court reported in 1978 II LLJ

397 as well as another judgment reported in 1997 I CLR 292. The union has therefore prayed for granting permanent status and to extend all benefits including wages, equivalent to the permanent workmen of the ONGC along with 24% interest on the arrears of pay. The union has also alternatively prayed that the concerned persons should be treated as permanent workmen of ONGC Ltd with effect from 08/09/1994 as they have been working as Computer Operators/Data Operators in the prohibited category since then.

2. The Union/ second party also at the relevant time moved an application for interim relief vide Exh.-4 in the matter and interalia prayed for restraining the First party, ONGC Ltd to change or modify the service conditions of the 7 concerned persons in any manner without prior permission of the Hon'ble Tribunal. In the said matter interim relief was granted on 29/08/2000 and the same was subsequently confirmed by Tribunal vide its order dated 18/11/2002. The Hon'ble Tribunal directed that the interim relief granted earlier is confirmed till the final disposal of the main reference case. Hence it will be said that the concerned persons have been continued in employment of First Party ONGC Ltd till date by virtue of interim order passed by the Tribunal on 29.08.2000.

3. The First Party ONGC filed its Written Statement dated 18/02/2002 interalia denied all the contentions raised in the Statement of Claims as well as contentions raised in the aforesaid application for interim relief. The First Party, ONGC Ltd., herein after referred to as ONGC, further submitted that there is no Master and Servant relationship between ONGC and the concerned persons/workmen and the said persons were not engaged in prohibited category as per Central Government notification and therefore they are not entitled for absorption with the first party. The ONGC further submitted that the ONGC is registered as a Principal Employer u/s 7 of the Contractual Labour Regulation Act, 1970, hereinafter referred to as CLRA, 1970, and the concerned Contractors have also obtained license from the Competent Authority u/s 12 of the said Act. The ONGC further submitted that the concerned persons have neither been engaged nor have been deployed or supervised by the representatives of the ONGC and they are not doing any work which may be said to be of permanent in nature or which can be equated with the work done by regular employees of the ONGC. The said persons are not supervised, paid or even have been subject to administrative, financial or disciplinary action of the ONGC. The said persons were deployed by the concerned contractors as per their requirements from time to time. It is also submitted in the written statement that ONGC being State under Article 12 has to follow the prescribed rules for recruitment and has to observe the principles of Right to Equality and Right of Equal Opportunity to all as envisaged in the Constitution of India. The ONGC also relied upon the judgment of Hon'ble High Court of Gujarat in SCA No. 6050/1986 and other allied matters and also relied upon judgment of Hon'ble Apex Court in case of Cipla Ltd. It is also submitted that if absorption is granted then the same would tantamount to be back door entry. The ONGC also submitted that the designation given by the union to the second party is purely imaginary and concocted and that the ONGC awarded job contract to the contractor through valid and legal tender process and the contract is awarded to Techno-Commercially Fit Contractor for miscellaneous jobs of casual nature. The ONGC also relied on other judgments passed by the Hon'ble Apex Court and requested for rejection of reference/case.

4. The union/second party submitted Documents vide-list dated NIL received by ONGC on 03/10/2012 consisting of 81 documents while the ONGC submitted D-list vide Exh.-13 of 30 documents. The union examined three concerned persons vide affidavit/examination-in-chief, Exh. -14, 16 and 17 who have also been cross-examined by the ONGC.

5. The ONGC submitted that if the documents produced by the union are perused then Sr. Nos. 2 to 75 are copies of utilization records for various months. The said documents just show that the services of some of the concerned persons have been utilized by a department of ONGC. It is submitted that the said documents have not been proved by the union, therefore same have not been exhibited and thus they cannot be relied upon. For the sake of arguments even if such documents are taken on their face value then also the same would not prove that the concerned persons were working in prohibited category of Computer Operators/Data Operators as alleged or otherwise. The union has also produced bank statements of 3-4 concerned persons and if the same are perused then it would be crystal clear that the concerned persons are employees of the contractor and are paid by the contractor. Hence the documents produced by the union do not hold any ground or help the case of the union.

The Ministry referred the matter for contractual workmen working as Computer Operator/Data Operator in the prohibited category as per notification letter dated 08.09.1994. The second party examined Kanak Bihari Mishra vide Ext. 13. In his cross examination he stated that he was not given any appointment letter by the ONGC. PF was deducted but it is not known as to who deducted. He does not have any evidence that he was working as Computer Operator. He does not know as to how the permanent employees of the ONGC are recruited.

6. The second party's learned counsel submitted written arguments which are reproduced as under:

“(1) This reference is caused to the Central Government Industrial Tribunal, Ahmedabad (CGIT for short) by the Govt. of India by order dated 17.02.2000 to adjudicate and decide the following terms of reference.

“Whether the demand of Gujarat Mazdoor Panchayat stating that Shri Bhavsar Dushyant J. and 6 others (as per list attached) were deployed by ONGC Ltd., Mehsana, as Computer Operators/Data Operators in prohibited category of employment vide Notification No. U/23013/4/92-LW dated 08.09.1994 and that the concerned workmen are entitled to be treated in direct employment in ONGC Ltd, Mehsana Project from the date of their engagement along with all benefits is legal and justified? If yes, then to what relief the concerned workmen are entitled and from which date?”

(2) Gujarat Mazdoor Panchayat (Panchayat for short) for and on behalf of the workmen has submitted its statement of claims Ext. 3 date 29.08.2000 before the Tribunal. Notification of Government of India, Ministry of Labour prohibiting the employment of contract labour in various works specimen in schedule is annexed hereto in the establishment of Oil and Natural Gas Commission in the country date 08.09.1994 is also a record of the case (Ext. 13).

(3) As per the said notification of Govt. of India “Computer Operator/Data Operator” is a prohibited category. The 7 workmen concerned in this reference are working as Computer Operator/Data Operator in the prohibited category. As per the provision contained in contract labour (Regulation and Abolition) Act once a contract arrangement is prohibited the workmen are to be deemed workmen of the principal employer. In this case the workmen named in the schedule of reference are doing Computer Operator/Data Operator work and hence are in the prohibited category of workmen and as such they are the permanent workmen of ONGC Ltd.

(4) The ONGC Ltd. could not have permitted to continue the contract labours employment in the nature of Computer Operator/Data Operator work. Continuing to employ contract labour to do Computer Operator/Data Operator work as such is illegal. The whole arrangement on and from the date of notification 8/9/94 is bad in law.

(5) The next submission is that the Contract Labour (Regulation and Abolition) Act 1970 (Contract Act for short) is applicable to the ONGC Ltd. As per the Contract Labour (Regulation and Abolition) Act 1970, it is necessary for the Principal Employer (ONGC Ltd. for short) to obtain a certificate of registration to appoint a contractor and the contractor so appointed should obtain a licence under the contract act before starting the contract work. In the absence of a Registration Certificate with the principal employer and / or in the absence of a licence with the contractor the contract arrangement is thus sham and bogus. The contract act does not permit an employer to appoint contractor without licence. Any contract without a registration with the Principal Employer and any contractor without a licence to employ contract labour are illegal and void. In our case the reference is made on 17.02.2000. The workmen had served their demand notice dated 01.07.1999. This makes it amply clear that the workmen were working in ONGC Ltd. even before 01.07.1999. There is no Registration Certificate prior to 01.07.1999 with ONGC Ltd. A few documents have been produced by ONGC Ltd. It reveals from the list produced, the list is received by the union on 11.09.2002. Item No. 3 of the list states that the registration is obtained for and on behalf of one contractor i.e. Public Power Kamdar Sahakari Mandali Ltd. It is for a period of 2 years i.e. from 01.07.1998. Item No. 1 in the list is the zerox copy of the certificate of registration of 17.08.1999 with retrospective date.

A bunch of zerox papers received by the Panchayat on 11.09.2002 produced by the ONGC in on record of the case. Who has produced the papers before the court is not known. The person producing the said bunch of papers is not known to anyone. On reading the papers it is seen they are the zerox copies of the certificate of registrations of difference date and zerox copies of the licence issued to difference contractor for different period. However the said bunch of papers has not been produced properly and hence is not exhibited by the CGIT and so it is of no use whatsoever.

The Whole arrangement between ONGC Ltd. and the so-called parties is sham and bogus. The contractor has not been examined as a witness by the ONGC Ltd. before the tribunal. Hence the tribunal is handicapped from knowing the details of each contract. The arrangement as such is sham and bogus.

The Panchayat hence submits that 7 workmen are the permanent workmen of ONGC Ltd. and they should be held so.

The Panchayat hence submits the 7 workers are in the prohibited category and as such are the permanent workmen of the ONGC Ltd. from the date the contract got abolished under the CLRA Act.”

7. In reply the ONGC submitted that as stated hereinabove as many as 30 documents are produced by the ONGC vide Exh-30. The same include copy of registrations issued to the ONGC by the competent authority under the Contract Labour(R & A) Act, 1970, various communications by the Competent Authority, copy of licenses issued by the Competent Authority to various contractors and also copy of agreements entered into between ONGC and various contractors. It is also submitted that the Competent Authority would not have issued Registration or License if the work was of permanent or perennial nature. On the contrary if the item No. 2 from the sad D-list of Aug. 1999 is perused, then it is crystal clear that the Authority has instructed the ONGC to inform all the contractors to obtain labour license.

If the contract agreements are perused then also it is also clear that contracts have been awarded after following a legal and valid tender procedure and the same are given for different types of seasonal and casual nature of jobs. Thus from the above documentary evidences itself makes it clear that the contracts are given for miscellaneous jobs of seasonal and casual nature after following valid and legal process and the Registration as well as Licenses are issued by the Competent Authority under the CLRA, 1970. Therefore the contract is genuine and legal and hence the reference is required to be rejected based on the documentary evidences.

8. It is further argued by First party ONGC that as stated hereinabove 3 of the total 7 persons have only been examined by the union before this Hon'ble Tribunal. It is pertinent to note here that no documentary evidence is put on record to prove that the concerned persons are working in prohibited category of Computer Operator/Data Operator or they are being supervised and/or controlled by the officers of the ONGC. All the three persons have been cross examined by the ONGC. If the cross examination of 1 of the concerned persons i.e. Kanak Bihari Mishra is perused then also it is found that *no appointment letter was given by the ONGC to any of the concerned person or workman. The witness has further admitted that salary is paid by the contractor and the PF is also deducted from his salary and no designation of Computer Operator/Data Operator is given to him. He has further admitted that he is doing work of miscellaneous nature. He has also admitted that other concerned persons are also doing the same miscellaneous works. He has further admitted that he does not know the age, date of joining, qualification or the address of the other concerned persons.* Thus the cross examination of the concerned witnesses itself give clear conclusion that the said persons are doing miscellaneous work and not working as Computer Operator/Data Operator as alleged. From the Bank statement of the said persons as well as from the cross examination it is clear that he is being paid by the contractor and his PF was also deducted by the said contractor. Now if the cross examination is read along with contract agreement between ONGC and contractor produced by the ONGC then it is clear that the concerned persons are doing work of miscellaneous nature and not as Computer Operator/Data Operator.

9. The ONGC submits that as per the settled legal position documentary evidences would prevail over oral evidence. In the above matter the ONGC has produced documents of registration, license, and contract agreement etc. to prove that the concerned persons are doing miscellaneous work of seasonal and casual nature and the concerned persons/witnesses have also in their cross examination admitted that they are doing miscellaneous work. The union has merely stated in its Statement of Claims that the work is of perennial nature and the concerned persons are being controlled and supervised by the officers of the ONGC but they have not produced a single document to substantiate the said contention. The union has also merely made a bald statement that the concerned workers are working in the prohibited category of Computer Operator/Data Operator but no evidence to that effect is led by the union to substantiate the same. On the other hand from the documents produced by the ONGC coupled with the cross-examination of the concerned persons it is crystal clear that the work done by the concerned persons is of miscellaneous nature and they are not doing any job which would fall in the category of Computer Operator/Data Operator. As per the settled position of law, the onus is upon the claimant to substantiate or prove his case but in the present case the union has miserably failed to do so and therefore on this ground alone the reference is required to be rejected.

10. The ONGC further submitted that ad-interim relief has been granted in favour of the concerned persons from the day one i.e. from August, 2000 and the same has continued till date and it is because of the orders passed by this Hon'ble Tribunal the concerned persons were permitted to continue in job till date. In other words the concerned persons are in litigious employment. As per the proposition law settled by the Hon'ble Apex Court in case of Umadevi as well as other landmark judgments such persons who have been continued only due to orders passed by the Court or due to pendency of cases before the Courts cannot claim for regularization stating that they have been in continuous employment for years together.

11. It is further submitted that as stated hereinabove, ONGC is a State under Article 12 of the Constitution of India and therefore has to abide by the provisions of Article 14, 16 as well as Recruitment Rules while recruiting any persons. Admittedly the concerned persons have neither been appointed by the ONGC nor have faced interview, selection process and induction process as required by the recruitment rules. The said persons also do not fulfil the eligibility criteria as per the Recruitment Rules. The Recruitment Rules of the ONGC provide for the selection process before recruiting any person and the same is admittedly not followed in the present case as the concerned persons are contractual employees. Therefore on this ground alone the concerned persons are not entitled to any relief as the same would tantamount to back door entry and would be violative of Article 14 and 16 of the Constitution of India.

12. It is also submitted by ONGC that admittedly the said persons have been engaged by the Contractor and yet no contractor i.e. their employer has been joined as a party in the present proceedings and therefore on the ground of non-joinder of necessary party alone the present reference is required to be rejected. Similar view has been taken by the Hon'ble Allahabad High Court in case of M/s. NTPC Ltd. reported in 2015 (144) FLR 248.

13. The ONGC also submitted that as stated hereinabove as per admission of the concerned persons they are being employed by the contractors and are paid by the said contractors. It has also emerged in the cross examination that they are being paid on daily wage basis. It is also undisputed that the work performed by them is of miscellaneous nature. It is also submitted that the concerned workers accepted such appointment with open eyes and therefore now they cannot turn back and claim regularization or equal pay by way of litigious employment.

14. The ONGC also submitted that the Hon'ble Apex Court has in series of judgments held that doctrine of separation of powers is to be followed by the three wings and as per the said doctrine granting of regularization or equal pay should not be done by the Judiciary and the same should be left to the Executive Wing of the state. The Hon'ble Apex Court has also held that host of factors are to be considered before granting of regularization or equal pay like selection, interview, induction, age, educational qualification, roles and responsibilities, nature of work etc. The Hon'ble Courts have held that only if there is whole some identity between the two sets of employees then in that case only equal pay can be granted and not otherwise. As stated hereinabove in the present case the Union has not proved that there is wholesome identity between the concerned persons and regular employees of the ONGC and therefore they are not entitled for any relief as prayed for.

15. The ONGC relied upon several judgments which are as under:

- I. The Hon'ble Supreme Court in a case of **Vice-Chancellor Lakhnow University, Lakhnaw Vs. Akhilesh Kumar Khare & Anr. reported in 2015 III CLR 464** held that the Courts cannot issue any direction for absorption / regularization of temporary, contractual, casual, daily wage or ad-hoc employees.
- II. The Hon'ble Supreme Court in case of **Account Officer (A&I) APSRTC &Ors. Vs. K.V. Ramana & Ors.2007 LLR 338** held that contractual workers who have completed 240 days without any break cannot be regularized dehors the rules of selection as they had not undergone the departmental selection process.
- III. The Hon'ble Supreme Court in a landmark judgment of Dena Nath and Ors. reported in **1992 (64) FLR 39** held that the CLRA Act merely regulates the employment of contract labour in certain establishment and provides for its abolition in certain circumstances. Non compliance of the provisions only exposes to prosecution but the contract labour employee does not become direct employees of principal employer.
- IV. The Hon'ble Supreme Court then in case of Steel Authority of India Ltd. and Ors. reported in 2001 (2) SCSLJ = 2001 LLR 961 also laid down a ratio that
"Neither Section 10 of the CLRA Act nor any other provision in the Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by Appropriate Government under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, or other work in any establishment. Consequently the principal employer cannot be required to order absorption of the contract labour working in the concerned establishment."
- V. In **Union of India &Anr. Vs. RamsinghThakor&Ors. reported in2012 AIR SCW 3806** Hon'ble Apex Court held that regularization of services is an executive function and such direction cannot be given by the Judiciary.
- VI. Hon'ble Apex Court in case of **Balvant Rai Saluja & Anr. Vs. Air India Ltd. & Ors. 2014 III CLR 751** held that contractual workers working in statutory canteen as per the Factories Act who are under certain degree of control of the Principal Employer also cannot claim regularization as there is no parity in the nature of work, mode of appointment, qualification etc. between regular employees of the partly employer and concerned persons. In the present case admittedly the second party workmen are engaged by the contractor like in the above case and hence they are not entitled for regularization.
- VII. The Division Bench of Hon'ble High Court of Gujarat in **LPA 530 in the case of Jhon Peter Farnandiz** also held that as per the position of law settled by the Hon'ble Apex Court in various judgments contractual workers have not undergone the selection process and therefore they cannot claim regularization. (citations is not given in written arguments)
- VIII. The ONGC also relied upon the judgment passed by the Hon'ble Division Bench of Gujarat High Court in Hadvad Nagar Palika wherein the Hon'ble Bench held that compliance of Section 25F is also not required in case of daily wages. (Citation is not given in written arguments)
- IX. In LPA No. 2038/2004 in case of Shukla M.P. Vs. Municipal Commissioner also the Division Bench of Hon'ble Gujrat High Court held that once the concerned person has not followed the selection process, he cannot be entitled for regularization.(Citation is not given in written arguments)
- X. In case of latest judgment of Gujrat high court in ONGC v/s Shri Chetan Kumar Patel and Others reported in 2016 III CLR Page 106 workmen prayed for regularization with ONGC. The Hon'ble High Court has

after considering the judgment of Constitution Bench in Umadevi reported in 2006 II CLR 261, Indian Drugs Pharmaceuticals, Kendriya Vidya Sangathan, U.P. State Electricity Board, Official Liquidator Vs. Dayanand etc. held that

- If it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued.
- Merely because a temporary employee or a casual wage worker is continued for a time being beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength on such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules.
- Regularisation is not a mode of appointment.
- The Government or the instrumentality of the State cannot regularize the appointment made contrary to the course of selection as envisaged by the relevant rules governing the posts.
- The High Court acting under Article 226 of the Constitution of India should not issue directions for regularization or permanent continuance unless the recruitment itself was made regularly and in terms of the constitutional scheme.
- There should be no further by-passing of the constitutional requirement and regularization or making permanent those not duly appointed as per the constitutional scheme. [vide Shilpa Jinda case (supra)]

X. The present first party submits that after the constitution bench judgment the Hon'ble Apex Court in 2010 in case of State of Karnataka & Ors. Vs. Gadilingappa and Ors. held that any judgment / direction contrary to the directions given in Umadevi's case [2006(4) SCC 1] shall not have a precedent status.

XI. The First Party submits that, the first party has examined its officer Mr. Patel in Ref.(CGITA) No. 268/2004 and he has stated that in ONGC recruitment is being done under the R & P Regulations. The names are invited from the employment exchange and thereafter screening by way of written and oral test and thereafter medical examination the regular workmen were appointed. Admittedly these persons/workmen have not undergone this process and hence they are not entitled to get absorption with ONGC. ONGC is State under Article 12 of the Constitution of India and it has to follow provisions of Articles 14, 16 and 309 of the Constitution of India at the time of recruitment. If the prayer of the second party is granted then it would amount to be back door entry. This cannot be permitted under the settled law. Similar view has been taken by the Constitution Bench comprising of five judges of the Hon'ble Supreme Court in case of Secretary, State of Karnataka and Ors. Vs. UMADEVI and others, reported in 2006 II CLR 261.

16. The Gujarat Mazdoor Panchayat ("Panchayat" for short)/second party's learned counsel submitted **Brief Reply to Written Submissions of the First Party-ONGC Ltd which is reproduced as under:**

"(i)The First Party ONGC Ltd. has produced documents vide list Ext. 13 of 30 documents which was not proved by the ONGC Ltd. and the documents are copies of Registration Certificates, Licence, other communications and agreements etc. If we persue the registration certificate at Sr. No. 1 date of issuing certificate is 16.11.1999 which is after arising the dispute vide demand notice date 01.07.1999 and at the same time licence were also issued with effect from ante date which is not legal according to contract labour (R & A) Act, 1970. It is also seen from the agreements that the agreements are also made from retrospective dates, which is also against the settled position of law. However all these documents are not adopted or proved by ONGC Ltd and they were not exhibited.

(ii)The first party ONGC Ltd. has examined two witness, one Mr. B.P. Rathod in Ref(CGITA) : 268/2004 at Ext. 16 and other is Mr. Isikella Krishna Murthy in Ref(CGITA): 270/2004 at Ext. 14 both the witness in their cross-examination has admitted that the concerned workers are working in ONGC Ltd. at Mehsana since long. They also admits that work was provided by ONGC Ltd. and place of work is in the premises of ONGC Ltd. The workers work on which machinery or in field area or in office area is off ONGC Ltd. The workers working for the benefits of the ONGC Ltd. so from the above it is clear that the workers are of the first party ONGC Ltd. which is not disputed.

(i) The second party Panchayat has examined three witness in this case, vide Ext. 14, 16 and 17 and Panchayat also examined their witness in each cases, and all the witness admits that they are working for the ONGC Ltd., Place of work is in the premises of ONGC Ltd. work provided by ONGC Ltd., for their work required tools, tackles, spare parts provided by ONGC Ltd., Stationeries, Machineries, Radio-wireless sets and Telephone etc. on which concerned workers are working is of ONGC Ltd. Transportation facilities also provided by the ONGC Ltd. for working on filed area. The workers have to work under the instruction and supervision of the officer of the

ONGC Ltd. The workmen are working round the clock in each shift. They are doing permanent and day to day work for the benefits of the ONGC Ltd. The first party has never disputed the working of the workers and their date of joining in ONGC Ltd. It is clear from the oral evidence of workman in each case that they are doing work on permanent basis and day to day which is prohibited by Central Government notification dated 08.09.1994.

(ii) The second party Panchayat submits that the various judgements of the Apex Court, it is settled that workers engaged through so-called contract arrangement and the contracts are bogus and camouflage then the workers are to be treated as the permanent workers of the principal employer.

(A) Bhilwara Doodh Utpadak Sangh Ltd.

V/s

Vinod Kumar Sharma & Others

(2011 CLR P. 1079) (SC)

In the above case, Hon'ble Supreme Court held that:

(3) In order to avoid their liability under various labour statutes employers are very often resorting to subterfuge by trying to show that their employees of a contractor. It is high time that this subterfuge must come to an end.

(4) Labour statutes were meant to protect the employees/workmen because it was realized that the employers and the employees are not on an equal bargaining position. Hence, protection of employees was required so that they may not be exploited. However, this new technique of subterfuge has been adopted by some employers in recent years in order to deny the rights of the workmen under various labour statutes by showing that the concerned workmen are not their employees but are the employees/workmen of a contractor, or that they are merely daily wage or short term or casual employees when in fact they are doing the work of regular employees.

(5) This court cannot countenance such practices any more. Globalization / liberalization in the name of growth cannot be at the human cost of exploitation of workers.

(B) Steel Authority of India Ltd. and Ors.

2001 LLJ (II) P : 1087 (SC)

119 (5) On issuance of prohibition notification under Section 10 (1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/ camouflage to evade compliance of various beneficial legislations as to deprive the workers of the benefit there under. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment subject to the conditions as may be specified by it for that purpose in the light of Para 6 hereunder.

(C) Steel Authority of India Ltd.

V/s

Gujarat Mazdoor Panchayat

2004 GLR (1) P : 729

18. The Position of law, which emerges from the reported decisions of the Supreme Court, is that workmen working under a contract are entitled to raise a demand that they should be declared as workmen of the principal employer. It is always open to the workmen concerned to place materials before the industrial adjudicator to show that the contract between the principal employer and the contract labourer is sham or not genuine, and claim declaration that they were always the employees of the principal employer and are entitled to appropriate service conditions. When such a dispute is raised, it is not a dispute for abolition of labour contract. Hence, the provisions of Section 10 of the Act will not bar either the raising, or the adjudication, of such a dispute. When such a dispute is raised, industrial adjudicator has to decide whether the contract is sham or genuine. It is only if adjudicator comes to a conclusion that the contract is sham, then he will have jurisdiction to adjudicate the dispute. If however, he comes to a conclusion that the contract is genuine, he will have to dismiss the reference and may refer the workmen to the appropriate Government of or abolition of contract labour under Section 10 of the act.

In the light of above referred to principles of law, the dispute raised in the petition will have to be considered by this court. However before resolving the dispute raised in the petition, it would be relevant to advert to oral evidence adduced by the parties before the tribunal.

18 The factors which may establish that a contract between the principal employer and the labour contractor is a mere paper arrangement or an eye wash or a camouflage or a ruse or a façade or a name lender are; (i) activities/business of the principal employer, (ii) genuine need or requirement of engaging contract labour, (iii) length of continuous and uninterrupted service of workmen, (iv) nature of work done by workmen, i.e. whether the work is perennial in nature or intermittent, (v) who has, in fact, supplied the labour force to the principal employer, meaning thereby, whether the services of the workmen were made available to the principle employer by the labour contractor after making recruitment, (vi) extent of supervision and control of the workmen by principal employer, (vii) whether the workers do the labour work to produce goods or service for business of the principal employer, and (viii) whether the provisions of the Act relating to registration and licence etc. are complied with. The plea that the industrial adjudicator cannot take into consideration the factors mentioned in Clauses (a) to (d) of Section 10 (2) of the Act to arrive at the finding as to whether the labour contracts are genuine or not cannot be accepted in view of the principles laid down in Gujarat Electricity Board V. Hind Mazdoor Sabha (supra) at Page 67, Paragraph 59.

(D) Workmen of Bhurkunda Colliery of Central Coalfields Ltd.

V/s

State of Bihar & Ors.

2006 SSC (L&S) P. 530

“Both employers and employees have their respective obligations. They must have the appreciation of each other’s responsibilities, duties and obligations. The Trade Union and Labour Union should understand and appreciate the fact that Labour is not a commodity nor is it a mere supply of Labour force at the managements disposal. Essentially, Labour is the real basis that underlines the production of goods and services. Through the work should the human personality and its sense of responsibility be able to unfold, management should appreciate this and always attribute its success to the trained and effective labour force. It must be understood by all concerns that both the employees and employers are vital for any industry and unless there is proper coordination, the smooth functioning of any industry would be difficult.

From the all judgments it is clear that the workmen of the concerned disputes are permanent workmen of the Principal Employer and not of the so-called contractors.

(5) The criteria of the judgments of State of Karnataka V/s Umadevi and Ors. Are not applicable to this case, because these are the workers are not daily wage, they working on regular basis and has paid on monthly basis and they are doing permanent and perennial work for the ONGC Ltd.

In view of what is stated above the concerned workers are of the ONGC Ltd. and they should be treated as the permanent workmen of the ONGC Ltd. from their date of joining.

In this reference, there are two issues which are to be addressed by the Tribunal.

1. Whether the workmen involved in this reference were/are working in prohibited category and also in direct employment in ONGC Ltd, Mehsana Project from the date of their engagement?
2. Whether the workmen can claim any advantage of litigious employment?
3. Whether all these workmen are entitled to be regularized as permanent employee of ONGC Ltd, Mehsana Project along with all benefits?

Issue 1: Here I would like to clarify that burden to prove aforesaid issues was lying on the second party. But from the evidence oral and documentary on record, the second party workmen have miserably failed to prove that they were working in prohibited category and also in direct employment in ONGC Ltd, Mehsana Project from the date of their engagement because the witnesses examined by the Second Party Union in their statement on oath have confined their evidence to themselves leaving other workmen who were not examined by the Second Party Union clearly stating that they were engaged by contractors from time to time. Second, every post in prohibited category and of permanent nature has some prescribed eligible qualification. Neither of witnesses examined has stated as to what was the eligible qualification of prohibited category of the post of Computer Operator/Data Operator and as to whether all the workmen involved in this reference were also having that eligible qualification. Third, it is basic law that post of permanent cadre cannot be filled without following the due procedure of selection for that post. Fourth, they have not categorically denied that they were not contractual workmen. Fifth they have admitted that the wages were paid by the contractor and provident fund was also deposited by the contractor. Sixth, neither of witnesses examined has clarified as to what work they used to do. Seventh, the reference involves seven workmen and neither of witnesses examined has stated that as to whether other workmen were having the required eligible qualification of the post of Computer Operator/Data Operator. The post of Computer Operator/Data Operator is in prohibited category but High Court of Allahabad has stayed the Notification No. 643(E) dt 08.09.1994 related to prohibited category. It is also noteworthy that none of the

workmen were engaged as Computer Operators/Data Operators. Thus this issue is decided in negative and against the second party workmen.

Issue 2: There are number of decisions of Apex Court as produced by First party which is not rebutted by second party that any person cannot take advantage of litigious employment. Thus this issue is decided in negative and against the second party workmen.

4. Issue 3: In the light of above findings this issue is decided that all these workmen are not entitled to be regularized as permanent employee of ONGC Ltd, Mehsana Project along with all benefits. However First party shall consider those workmen who are having eligible qualification for the related post as and when becomes vacant after following the due procedure of selection for that post including in prohibited category giving them reasonable age relaxation.

17. The award is passed accordingly.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2016

का.आ. 2328.—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, अहमदाबाद के पंचाट (संदर्भ संख्या 270/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.11.2016 को प्राप्त हुआ था।

[सं. एल-30011/20/2000-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 28th November, 2016

S.O. 2328.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 270/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. ONGC Ltd. and their workman, which was received by the Central Government on 23.11.2016.

[No. L-30011/20/2000-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

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

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,

Dated 21st October, 2016

Reference: (CGITA) No. 270/2004

The Group General Manager (P),
ONGC Ltd., KDM Bhawan, Palavasana,
Mehsana

...First Party

V/s

The General Secretary,
Gujarat Mazdoor Panchayat,
Shram Shakti, P.B. No. – 77, Opp. Prabhat Press,
Mirzapur Road, Ahmedabad

...Second Party

For the First Party : Shri K.V. Gadhia Associates

For the Second Party : Shri P. Chidambaram

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30011/20/2000-IR(Misc.) dated 17.02.2000 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of Gujarat Mazdoor Panchayat stating that Shri Gokhalkar Mahendra T. and 9 others (as per list attached) were deployed by ONGC Ltd., Mehsana, as Radio/Wireless Operators in prohibited category of employment vide Notification No. U/23013/4/92-LW dated 08.09.1994 and that the concerned workmen are entitled to be treated in direct employment in ONGC Ltd, Mehsana Project from the date of their engagement along with all benefits is legal and justified? If yes, then to what relief the concerned workmen are entitled and from which date?”

- The reference dates back to 17.02.2000.

Name of workmen involved in the Reference are as under:

1. Gokhalkar Mahendra T
2. Patel Babubhai S
3. Mulmuley Prashant K
4. Ashokkumar
5. Joshi Anilkumar
6. Patibandha Jayesh G
7. Rajeshsingh
8. Rawat Dinsh S
9. Sharma Rajeshkumar S
10. Thakor Ratansingh

1. The union representing the workmen filed its statement of claims Ex-3 dated 11/07/2000 and stated therein interalia that the concerned persons have been working as Radio/Wireless Operators since years on permanent posts and nature of work performed by them is of perennial in nature and is integral part of the business of the ONGC LTD. It is further stated that the category of Radio/Wireless Operators is being prohibited by the Central Government vide Government order dated 08/09/1994, therefore, they should be treated as permanent workmen of the ONGC Ltd from their initial date of joining. It has also been stated that the arrangement between the ONGC and contractors is sham, bogus relying upon the judgment of Hon'ble Supreme Court reported in 1978 II LLJ 397 as well as another judgment reported in 1997 I CLR 292. The union has therefore prayed for granting permanent status and to extend all benefits including wages, equivalent to the permanent workmen of the ONGC alongwith 24% interest on the arrears of pay. The union has also alternatively prayed that the concerned persons should be treated as permanent workmen of ONGC Ltd with effect from 08/09/1994 as they have been working as Radio/Wireless Operators in the prohibited category since then.

2. The Union/ second party also at the relevant time moved an application for interim relief vide Exh.-4 in the matter and interalia prayed for restraining the First party, ONGC Ltd to change or modify the service conditions of the 10 concerned persons in any manner without prior permission of the Hon'ble Tribunal. In the said matter interim relief was granted on 29/08/2000 and the same was subsequently confirmed by Tribunal vide its order dated 18/11/2002. The Hon'ble Tribunal directed that the interim relief granted earlier is confirmed till the final disposal of the main reference case. Hence it will be said that the concerned persons have been continued in employment of First Party ONGC Ltd till date by virtue of interim order passed by the Tribunal on 29.08.2000.

3. The First Party ONGC filed its Written Statement dated 18/02/2002 interalia denied all the contentions raised in the Statement of Claims as well as contentions raised in the aforesaid application for interim relief. The First Party, ONGC Ltd., herein after referred to as ONGC, further submitted that there is no Master and Servant relationship between ONGC and the concerned persons/workmen and the said persons were not engaged in prohibited category as per Central Government notification and therefore they are not entitled for absorption with the first party. The ONGC further submitted that the ONGC is registered as a Principal Employer u/s 7 of the Contractual Labour Regulation Act, 1970, hereinafter referred to as CLRA, 1970, and the concerned Contractors have also obtained license from the

Competent Authority u/s 12 of the said Act. The ONGC further submitted that the concerned persons have neither been engaged nor have been deployed or supervised by the representatives of the ONGC and they are not doing any work which may be said to be of permanent in nature or which can be equated with the work done by regular employees of the ONGC. The said persons are not supervised, paid or even have been subject to administrative, financial or disciplinary action of the ONGC. The said persons were deployed by the concerned contractors as per their requirements from time to time. It is also submitted in the written statement that ONGC being State under Article 12 has to follow the prescribed rules for recruitment and has to observe the principles of Right to Equality and Right of Equal Opportunity to all as envisaged in the Constitution of India. The ONGC also relied upon the judgment of Hon'ble High Court of Gujarat in SCA No. 6050/1986 and other allied matters and also relied upon judgment of Hon'ble Apex Court in case of Cipla Ltd. It is also submitted that if absorption is granted then the same would tantamount to be back door entry. The ONGC also submitted that the designation given by the union to the second party is purely imaginary and concocted and that the ONGC awarded job contract to the contractor through valid and legal tender process and the contract is awarded to Techno-Commercially Fit Contractor for miscellaneous jobs of casual nature. The ONGC also relied on other judgments passed by the Hon'ble Apex Court and requested for rejection of reference/case.

4. The union/second party submitted Documents vide-list dated NIL received by ONGC on 03/10/2012 consisting of 81 documents while the ONGC submitted D-list vide Exh.-13 of 30 documents. The union examined three concerned persons vide affidavit/examination-in-chief, Exh. -14, 16 and 17 who have also been cross-examined by the ONGC.

5. The ONGC submitted that if the documents produced by the union are perused then Sr. Nos. 2 to 75 are copies of utilization records for various months. The said documents just show that the services of some of the concerned persons have been utilized by a department of ONGC. It is submitted that the said documents have not been proved by the union, therefore same have not been exhibited and thus they cannot be relied upon. For the sake of arguments even if such documents are taken on their face value then also the same would not prove that the concerned persons were working in prohibited category of Radio/Wireless Operators as alleged or otherwise. The union has also produced bank statements of 3-4 concerned persons and if the same are perused then it would be crystal clear that the concerned persons are employees of the contractor and are paid by the contractor. Hence the documents produced by the union do not hold any ground or help the case of the union.

The Ministry referred the matter for contractual workmen working as Radio/Wireless Operator in the prohibited category as per notification letter dated 08.09.1994. The second party examined one of the workmen I.K. Murthy who reiterated the pleadings given the statement of claim but he specifically stated that the persons involved in this reference were engaged by respective contractors. Their working was supervised and control by their contractors. Wages were also paid and PF was also deducted by their contractors. The ONGC officers do not have any supervision or control over them. ONGC did not appoint them. The workmen involved in this reference were not recruited as per the R & P of the ONGC. They did not appear in any written test or interview etc. before the ONGC. Contract was awarded to the contractors following due procedure but it was sham and bogus. He further admitted that the contractors were having licence and registered with the ONGC.

6. The second party's learned counsel submitted written arguments which are reproduced as under:

“(1) This reference is caused to the Central Government Industrial Tribunal, Ahmedabad (CGIT for short) by the Govt. of India by order dated 17.02.2000 to adjudicate and decide the following terms of reference.

“Whether the demand of Gujarat Mazdoor Panchayat stating that Shri Gokhalkar Mahendra T. and 9 others (as per list attached) were deployed by ONGC Ltd., Mehsana, as Radio/Wireless Operators in prohibited category of employment vide Notification No. U/23013/4/92-LW dated 08.09.1994 and that the concerned workmen are entitled to be treated in direct employment in ONGC Ltd, Mehsana Project from the date of their engagement along with all benefits is legal and justified? If yes, then to what relief the concerned workmen are entitled and from which date?”

(2) Gujarat Mazdoor Panchayat (Panchayat for short) for and on behalf of the workmen has submitted its statement of claims Ext. 3 date 29.08.2000 before the Tribunal. Notification of Government of India, Ministry of Labour prohibiting the employment of contract labour in various works specimen in schedule is annexed hereto in the establishment of Oil and Natural Gas Commission in the country date 08.09.1994 is also a record of the case (Ext. 13).

(3) As per the said notification of Govt. of India “Radio/Wireless Operators” is a prohibited category. The 10 workmen concerned in this reference are working as Radio/Wireless Operators in the prohibited category. As per the provision contained in contract labour (Regulation and Abolition) Act once a contract arrangement is prohibited the workmen are to be deemed workmen of the principal employer. In this case the workmen named in

the schedule of reference are doing Radio/Wireless Operators work and hence are in the prohibited category of workmen and as such they are the permanent workmen of ONGC Ltd.

(4) The ONGC Ltd. could not have permitted to continue the contract labours employment in the nature of Radio/Wireless Operators work. Continuing to employ contract labour to do Radio/Wireless Operators work as such is illegal. The whole arrangement on and from the date of notification 8/9/94 is bad in law.

(5) The next submission is that the Contract Labour (Regulation and Abolition) Act 1970 (Contract Act for short) is applicable to the ONGC Ltd. As per the Contract Labour (Regulation and Abolition) Act 1970, it is necessary for the Principal Employer (ONGC Ltd. for short) to obtain a certificate of registration to appoint a contractor and the contractor so appointed should obtain a licence under the contract act before starting the contract work. In the absence of a Registration Certificate with the principal employer and / or in the absence of a licence with the contractor the contract arrangement is thus sham and bogus. The contract act does not permit an employer to appoint contractor without licence. Any contract without a registration with the Principal Employer and any contractor without a licence to employ contract labour are illegal and void. In our case the reference is made on 17.02.2000. The workmen had served their demand notice dated 01.07.1999. This makes it amply clear that the workmen were working in ONGC Ltd. even before 01.07.1999. There is no Registration Certificate prior to 01.07.1999 with ONGC Ltd. A few documents have been produced by ONGC Ltd. It reveals from the list produced, the list is received by the union on 11.09.2002. Item No. 3 of the list states that the registration is obtained for and on behalf of one contractor i.e. Public Power Kamdar Sahakari Mandali Ltd. It is for a period of 2 years i.e. from 01.07.1998. Item No. 1 in the list is the zerox copy of the certificate of registration of 17.08.1999 with retrospective date.

A bunch of zerox papers received by the Panchayat on 11.09.2002 produced by the ONGC in on record of the case. Who has produced the papers before the court is not known. The person producing the said bunch of papers is not known to anyone. On reading the papers it is seen they are the zerox copies of the certificate of registrations of difference date and zerox copies of the licence issued to difference contractor for different period. However the said bunch of papers has not been produced properly and hence is not exhibited by the CGIT and so it is of no use whatsoever.

The Whole arrangement between ONGC Ltd. and the so-called parties is sham and bogus. The contractor has not been examined as a witness by the ONGC Ltd. before the tribunal. Hence the tribunal is handicapped from knowing the details of each contract. The arrangement as such is sham and bogus.

The Panchayat hence submits that 10 workmen are the permanent workmen of ONGC Ltd. and they should be held so.

The Panchayat hence submits the 10 workers are in the prohibited category and as such are the permanent workmen of the ONGC Ltd. from the date the contract got abolished under the CLRA Act. “

7. In reply the ONGC submitted that as stated hereinabove as many as 30 documents are produced by the ONGC vide Exh-30. The same include copy of registrations issued to the ONGC by the competent authority under the Contract Labour(R & A) Act, 1970, various communications by the Competent Authority, copy of licenses issued by the Competent Authority to various contractors and also copy of agreements entered into between ONGC and various contractors. It is also submitted that the Competent Authority would not have issued Registration or License if the work was of permanent or perennial nature. On the contrary if the item No. 2 from the sad D-list of Aug. 1999 is perused, then it is crystal clear that the Authority has instructed the ONGC to inform all the contractors to obtain labour license. If the contract agreements are perused then also it is also clear that contracts have been awarded after following a legal and valid tender procedure and the same are given for different types of seasonal and casual nature of jobs. Thus from the above documentary evidences itself makes it clear that the contracts are given for miscellaneous jobs of seasonal and casual nature after following valid and legal process and the Registration as well as Licenses are issued by the Competent Authority under the CLRA, 1970. Therefore the contract is genuine and legal and hence the reference is required to be rejected based on the documentary evidences.

8. It is further argued by First party ONGC that as stated hereinabove 3 of the total 10 persons have only been examined by the union before this Hon'ble Tribunal. It is pertinent to note here that no documentary evidence is put on record to prove that the concerned persons are working in prohibited category of Radio/Wireless Operators or they are being supervised and/or controlled by the officers of the ONGC. All the three persons have been cross examined by the ONGC. If the cross examination of 1 of the concerned persons i.e. Jayesh Dineshbhai Patibandha at Exh.-11 is perused then also it is found that *no appointment letter was given by the ONGC to any of the concerned person or workman. The witness has further admitted that salary is paid by the contractor and the PF is also deducted from his salary and no designation of Radio/Wireless Operators is given to him. He has further admitted that he is doing work of miscellaneous nature. He has also admitted that other concerned persons are also doing the same miscellaneous*

works. He has further admitted that he does not know the age, date of joining, qualification or the address of the other concerned persons. Thus the cross examination of the concerned witnesses itself give clear conclusion that the said persons are doing miscellaneous work and not working as Radio/Wireless Operators as alleged. From the Bank statement of the said persons as well as from the cross examination it is clear that he is being paid by the contractor and his PF was also deducted by the said contractor. Now if the cross examination is read along with contract agreement between ONGC and contractor produced by the ONGC then it is clear that the concerned persons are doing work of miscellaneous nature and not as Radio/Wireless Operators.

9. The ONGC submits that as per the settled legal position documentary evidences would prevail over oral evidence. In the above matter the ONGC has produced documents of registration, license, and contract agreement etc. to prove that the concerned persons are doing miscellaneous work of seasonal and casual nature and the concerned persons/witnesses have also in their cross examination admitted that they are doing miscellaneous work. The union has merely stated in its Statement of Claims that the work is of perennial nature and the concerned persons are being controlled and supervised by the officers of the ONGC but they have not produced a single document to substantiate the said contention. The union has also merely made a bald statement that the concerned workers are working in the prohibited category of clerks but no evidence to that effect is led by the union to substantiate the same. On the other hand from the documents produced by the ONGC coupled with the cross-examination of the concerned persons it is crystal clear that the work done by the concerned persons is of miscellaneous nature and they are not doing any job which would fall in the category of Radio/Wireless Operators. As per the settled position of law, the onus is upon the claimant to substantiate or prove his case but in the present case the union has miserably failed to do so and therefore on this ground alone the reference is required to be rejected.

10. The ONGC further submitted that ad-interim relief has been granted in favour of the concerned persons from the day one i.e. from August, 2000 and the same has continued till date and it is because of the orders passed by this Hon'ble Tribunal the concerned persons were permitted to continue in job till date. In other words the concerned persons are in litigious employment. As per the proposition law settled by the Hon'ble Apex Court in case of Umadevi as well as other landmark judgments such persons who have been continued only due to orders passed by the Court or due to pendency of cases before the Courts cannot claim for regularization stating that they have been in continuous employment for years together.

11. It is further submitted that as stated hereinabove, ONGC is a State under Article 12 of the Constitution of India and therefore has to abide by the provisions of Article 14, 16 as well as Recruitment Rules while recruiting any persons. Admittedly the concerned persons have neither been appointed by the ONGC nor have faced interview, selection process and induction process as required by the recruitment rules. The said persons also do not fulfill the eligibility criteria as per the Recruitment Rules. The Recruitment Rules of the ONGC provide for the selection process before recruiting any person and the same is admittedly not followed in the present case as the concerned persons are contractual employees. Therefore on this ground alone the concerned persons are not entitled to any relief as the same would tantamount to back door entry and would be violative of Article 14 and 16 of the Constitution of India.

12. It is also submitted by ONGC that admittedly the said persons have been engaged by the Contractor and yet no contractor i.e. their employer has been joined as a party in the present proceedings and therefore on the ground of non-joinder of necessary party alone the present reference is required to be rejected. Similar view has been taken by the Hon'ble Allahabad High Court in case of M/s. NTPC Ltd. reported in 2015 (144) FLR 248.

13. The ONGC also submitted that as stated hereinabove as per admission of the concerned persons they are being employed by the contractors and are paid by the said contractors. It has also emerged in the cross examination that they are being paid on daily wage basis. It is also undisputed that the work performed by them is of miscellaneous nature. It is also submitted that the concerned workers accepted such appointment with open eyes and therefore now they cannot turn back and claim regularization or equal pay by way of litigious employment.

14. The ONGC also submitted that the Hon'ble Apex Court has in series of judgments held that doctrine of separation of powers is to be followed by the three wings and as per the said doctrine granting of regularization or equal pay should not be done by the Judiciary and the same should be left to the Executive Wing of the state. The Hon'ble Apex Court has also held that host of factors are to be considered before granting of regularization or equal pay like selection, interview, induction, age, educational qualification, roles and responsibilities, nature of work etc. The Hon'ble Courts have held that only if there is whole some identity between the two sets of employees then in that case only equal pay can be granted and not otherwise. As stated hereinabove in the present case the Union has not proved that there is wholesome identity between the concerned persons and regular employees of the ONGC and therefore they are not entitled for any relief as prayed for.

15. The ONGC relied upon several judgments which are as under:

- I. The Hon'ble Supreme Court in a case of **Vice Chancellor Lakhnow University, Lakhnaw Vs. Akhilesh Kumar Khare & Anr. reported in 2015 III CLR 464** held that the Courts cannot issue any direction for absorption / regularization of temporary, contractual, casual, daily wage or ad-hoc employees.
- II. The Hon'ble Supreme Court in case of **Account Officer (A&I) APSRTC &Ors. Vs. K.V. Ramana & Ors.2007 LLR 338** held that contractual workers who have completed 240 days without any break cannot be regularized dehors the rules of selection as they had not undergone the departmental selection process.
- III. The Hon'ble Supreme Court in a landmark judgment of Dena Nath and Ors. reported in **1992 (64) FLR 39** held that the CLRA Act merely regulates the employment of contract labour in certain establishment and provides for its abolition in certain circumstances. Non compliance of the provisions only exposes to prosecution but the contract labour employee does not become direct employees of principal employer.
- IV. The Hon'ble Supreme Court then in case of Steel Authority of India Ltd. and Ors. reported in 2001 (2) SCSLJ = 2001 LLR 961 also laid down a ratio that
"Neither Section 10 of the CLRA Act nor any other provision in the Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by Appropriate Government under sub section (1) of Section 10, prohibiting employment of contract labour, in any process, or other work in any establishment. Consequently the principal employer cannot be required to order absorption of the contract labour working in the concerned establishment."
- V. In **Union of India &Anr. Vs. RamsinghThakor&Ors. reported in2012 AIR SCW 3806** Hon'ble Apex Court held that regularization of services is an executive function and such direction cannot be given by the Judiciary.
- VI. Hon'ble Apex Court in case of **Balvant Rai Saluja & Anr. Vs. Air India Ltd. & Ors. 2014 III CLR 751** held that contractual workers working in statutory canteen as per the Factories Act who are under certain degree of control of the Principal Employer also cannot claim regularization as there is no parity in the nature of work, mode of appointment, qualification etc. between regular employees of the partly employer and concerned persons. In the present case admittedly the second party workmen are engaged by the contractor like in the above case and hence they are not entitled for regularization.
- VII. The Division Bench of Hon'ble High Court of Gujarat in **LPA 530 in the case of Jhon Peter Farnandiz** also held that as per the position of law settled by the Hon'ble Apex Court in various judgments contractual workers have not undergone the selection process and therefore they cannot claim regularization. (citations is not given in written arguments)
- VIII. The ONGC also relied upon the judgment passed by the Hon'ble Division Bench of Gujarat High Court in Hadvad Nagar Palika wherein the Hon'ble Bench held that compliance of Section 25F is also not required in case of daily wages. (Citation is not given in written arguments)
- IX. In LPA No. 2038/2004 in case of Shukla M.P. Vs. Municipal Commissioner also the Division Bench of Hon'ble Gujrat High Court held that once the concerned person has not followed the selection process, he cannot be entitled for regularization.(Citation is not given in written arguments)
- X. In case of latest judgment of Gujrat high court in **ONGC vShri Chetan Kumar Patel and Others** reported in 2016 III CLR Page 106 workmen prayed for regularization with ONGC. The Hon'ble High Court has after considering the judgment of Constitution Bench in Umadevi reported in 2006 II CLR 261, Indian Drugs Pharmaceuticals, Kendriya Vidya Sangathan, U.P. State Electricity Board, Official Liquidator Vs. Dayanand etc. held that
 - If it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued.
 - Merely because a temporary employee or a casual wage worker is continued for a time being beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength on such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules.
 - Regularisation is not a mode of appointment.
 - The Government or the instrumentality of the State cannot regularize the appointment made contrary to the course of selection as envisaged by the relevant rules governing the posts.

- The High Court acting under Article 226 of the Constitution of India should not issue directions for regularization or permanent continuance unless the recruitment itself was made regularly and in terms of the constitutional scheme.
- There should be no further by-passing of the constitutional requirement and regularization or making permanent those not duly appointed as per the constitutional scheme. [vide ShilpaJinda case (supra)]

- XI. The present first party submits that after the constitution bench judgment the Hon'ble Apex Court in 2010 in case of State of Karnataka & Ors. Vs. Gadilingappa and Ors. held that any judgment / direction contrary to the directions given in Umadevi's case [2006(4) SCC 1] shall not have a precedent status.
- XII. The First Party submits that, the first party has examined its officer Mr. Patel in Ref.(CGITA) No. 268/2004 and he has stated that in ONGC recruitment is being done under the R & P Regulations. The names are invited from the employment exchange and thereafter screening by way of written and oral test and thereafter medical examination the regular workmen were appointed. Admittedly these persons/workmen have not undergone this process and hence they are not entitled to get absorption with ONGC. ONGC is State under Article 12 of the Constitution of India and it has to follow provisions of Articles 14, 16 and 309 of the Constitution of India at the time of recruitment. If the prayer of the second party is granted then it would amount to be back door entry. This cannot be permitted under the settled law. Similar view has been taken by the Constitution Bench comprising of five judges of the Hon'ble Supreme Court in case of Secretary, State of Karnataka and Ors. Vs. UMADEVI and others, reported in 2006 II CLR 261.

16. The Gujarat Mazdoor Panchayat ("Panchayat" for short)/second party's learned counsel submitted **Brief Reply to Written Submissions of the First Party-ONGC Ltd which is reproduced as under:**

"(i)The First Party ONGC Ltd. has produced documents vide list Ext. 13 of 30 documents which was not proved by the ONGC Ltd. and the documents are copies of Registration Certificates, Licence, other communications and agreements etc. If we pursue the registration certificate at Sr. No. 1 date of issuing certificate is 16.11.1999 which is after arising the dispute vide demand notice date 01.07.1999 and at the same time licence were also issued with effect from ante date which is not legal according to contract labour (R & A) Act, 1970. It is also seen from the agreements that the agreements are also made from retrospective dates, which is also against the settled position of law. However all these documents are not adopted or proved by ONGC Ltd and they were not exhibited.

(ii)The first party ONGC Ltd. has examined two witness, one Mr. B.P. Rathod in Ref(CGITA) : 268/2004 at Ext. 16 and other is Mr. Isikella Krishna Murthy in Ref(CGITA): 270/2004 at Ext. 14 both the witness in their cross examination has admitted that the concerned workers are working in ONGC Ltd. at Mehsana since long. They also admits that work was provided by ONGC Ltd. and place of work is in the premises of ONGC Ltd. The workers work on which machinery or in field area or in office area is off ONGC Ltd. The workers working for the benefits of the ONGC Ltd. so from the above it is clear that the workers are of the first party ONGC Ltd. which is not disputed.

(i) The second party Panchayat has examined three witness in this case, vide Ext. 14, 16 and 17 and Panchayat also examined their witness in each cases, and all the witness admits that they are working for the ONGC Ltd., Place of work is in the premises of ONGC Ltd. work provided by ONGC Ltd., for their work required tools, tackles, spare parts provided by ONGC Ltd., Stationeries, Machineries, Radio-wireless sets and Telephone etc. on which concerned workers are working is of ONGC Ltd. Transportation facilities also provided by the ONGC Ltd. for working on filed area. The workers have to work under the instruction and supervision of the officer of the ONGC Ltd. The workmen are working round the clock in each shift. They are doing permanent and day to day work for the benefits of the ONGC Ltd. The first party has never disputed the working of the workers and their date of joining in ONGC Ltd. It is clear from the oral evidence of workman in each case that they are doing work on permanent basis and day to day which is prohibited by Central Government notification dated 08.09.1994.

(i) The second party Panchayat submits that the various judgements of the Apex Court, it is settled that workers engaged through so-called contract arrangement and the contracts are bogus and camouflage then the workers are be treated as the permanent workers of the principal employer.

(A) Bhilwara Doodh Utpadak Sangh Ltd.

V/s

Vinod Kumar Sharma & Others

(2011 CLR P. 1079) (SC)

In the above case, Hon'ble Supreme Court held that:

(3) In order to avoid their liability under various labour statutes employers are very often resorting to subterfuge by trying to show that their employees of a contractor. It is high time that this subterfuge must come to an end.

(4) Labour statutes were meant to protect the employees/workmen because it was realized that the employers and the employees are not on an equal bargaining position. Hence, protection of employees was required so that they may not be exploited. However, this new technique of subterfuge has been adopted by some employers in recent years in order to deny the rights of the workmen under various labour statutes by showing that the concerned workmen are not their employees but are the employees/workmen of a contractor, or that they are merely daily wage or short term or casual employees when in fact they are doing the work of regular employees.

(5) This court cannot countenance such practices any more. Globalization / liberalization in the name of growth cannot be at the human cost of exploitation of workers.

(B) Steel Authority of India Ltd. and Ors.

2001 LLJ (II) P : 1087 (SC)

119 (5) On issuance of prohibition notification under Section 10 (1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/ camouflage to evade compliance of various beneficial legislations as to deprive the workers of the benefit there under. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment subject to the conditions as may be specified by it for that purpose in the light of Para 6 hereunder.

(C) Steel Authority of India Ltd.

V/s

Gujarat Mazdoor Panchayat

2004 GLR (1) P : 729

17. The Position of law, which emerges from the reported decisions of the Supreme Court, is that workmen working under a contract are entitled to raise a demand that they should be declared as workmen of the principal employer. It is always open to the workmen concerned to place materials before the industrial adjudicator to show that the contract between the principal employer and the contract labourer is sham or not genuine, and claim declaration that they were always the employees of the principal employer and are entitled to appropriate service conditions. When such a dispute is raised, it is not a dispute for abolition of labour contract. Hence, the provisions of Section 10 of the Act will not bar either the raising, or the adjudication, of such a dispute. When such a dispute is raised, industrial adjudicator has to decide whether the contract is sham or genuine. It is only if adjudicator comes to a conclusion that the contract is sham, then he will have jurisdiction to adjudicate the dispute. If however, he comes to a conclusion that the contract is genuine, he will have to dismiss the reference and may refer the workmen to the appropriate government of or abolition of contract labour under Section 10 of the act.

In the light of above referred to principles of law, the dispute raised in the petition will have to be considered by this court. However before resolving the dispute raised in the petition, it would be relevant to advert to oral evidence adduced by the parties before the tribunal.

18. The factors which may establish that a contract between the principal employer and the labour contractor is a mere paper arrangement or an eye wash or a camouflage or a ruse or a façade or a name lender are; (i) activities/business of the principal employer, (ii) genuine need or requirement of engaging contract labour, (iii) length of continuous and uninterrupted service of workmen, (iv) nature of work done by workmen, i.e. whether the work is perennial in nature or intermittent, (v) who has, in fact, supplied the labour force to the principal employer, meaning thereby, whether the services of the workmen were made available to the principle employer by the labour contractor after making recruitment, (vi) extent of supervision and control of the workmen by principal employer, (vii) whether the workers do the labour work to produce goods or service for business of the principal employer, and (viii) whether the provisions of the Act relating to registration and licence etc. are complied with. The plea that the industrial adjudicator cannot take into consideration the factors mentioned in Clauses (a) to (d) of Section 10 (2) of the Act to arrive at the finding as to whether the labour contracts are genuine or not cannot be accepted in view of the principles laid down in Gujarat Electricity Board V. Hind Mazdoor Sabha (supra) at Page 67, Paragraph 59.

(D) Workmen of Bhurkunda Colliery of Central Coalfields Ltd.

V/s

State of Bihar & Ors.

2006 SSC (L&S) P. 530

“Both employers and employees have their respective obligations. They must have the appreciation of each other’s responsibilities, duties and obligations. The Trade Union and Labour Union should understand and appreciate the fact that Labour is not a commodity nor is it a mere supply of Labour force at the managements disposal. Essentially, Labour is the real basis that underlines the production of goods and services. Through the work should the human personality and its sense of responsibility be able to unfold, management should appreciate this and always attribute its success to the trained and effective labour force. It must be understood by all concerns that both the employees and employers are vital for any industry and unless there is proper coordination, the smooth functioning of any industry would be difficult.

From the all judgments it is clear that the workmen of the concerned disputes are permanent workmen of the Principal Employer and not of the so-called contractors.

(5) The criteria of the judgments of State of Karnataka V/s Umadevi and Ors. Are not applicable to this case, because these are the workers are not daily wage, they working on regular basis and has paid on monthly basis and they are doing permanent and perennial work for the ONGC Ltd.

In view of what is stated above the concerned workers are of the ONGC Ltd. and they should be treated as the permanent workmen of the ONGC Ltd. from their date of joining.

In this reference, there are two issues which are to be addressed by the Tribunal.

1. Whether the workmen involved in this reference were/are working in prohibited category and also in direct employment in ONGC Ltd, Mehsana Project from the date of their engagement?
2. Whether the workmen can claim any advantage of litigious employment?
3. Whether all these workmen are entitled to be regularized as permanent employee of ONGC Ltd, Mehsana Project along with all benefits?

Issue 1: Here I would like to clarify that burden to prove aforesaid issues was lying on the second party. But from the evidence oral and documentary on record, the second party workmen have miserably failed to prove that they were working in prohibited category and also in direct employment in ONGC Ltd, Mehsana Project from the date of their engagement because the witnesses examined by the Second Party Union in their statement on oath have confined their evidence to themselves leaving other workmen who were not examined by the Second Party Union clearly stating that they were engaged by contractors from time to time. Second, every post in prohibited category and of permanent nature has some prescribed eligible qualification. Neither of witnesses examined has stated as to what was the eligible qualification of prohibited category of the post of Radio/Wireless Operators and as to whether all the workmen involved in this reference were also having that eligible qualification. Third, it is basic law that post of permanent cadre cannot be filled without following the due procedure of selection for that post. Fourth, they have not categorically denied that they were not contractual workmen. Fifth they have admitted that the wages were paid by the contractor and provident fund was also deposited by the contractor. Sixth, neither of witnesses examined has clarified as to what work they used to do. Seventh, the reference involves ten workmen and neither of witnesses examined has stated as to whether other workmen were having the required eligible qualification of the post of Radio/Wireless Operators. The post of Radio/Wireless Operators is in prohibited category but High Court of Allahabad has stayed the Notification No. 643(E) dt 08.09.1994 related to prohibited category. Thus this issue is decided in negative and against the second party workmen.

Issue 2: There are number of decisions of Apex Court as produced by First party which is not rebutted by second party that any person cannot take advantage of litigious employment. Thus this issue is decided in negative and against the second party workmen.

4. Issue 3 : In the light of above findings this issue is decided that all these workmen are not entitled to be regularized as permanent employee of ONGC Ltd, Mehsana Project along with all benefits. However First party shall consider those workmen who are having eligible qualification for the related post as and when becomes vacant after following the due procedure of selection for that post including in prohibited category giving them reasonable age relaxation.

19. The award is passed accordingly.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2016

का.आ. 2329.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ. एन.जी.सी. लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 271/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.11.2016 को प्राप्त हुआ था।

[सं. एल-30011/21/2000-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 28th November, 2016

S.O. 2329.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 271/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. ONGC Ltd. and their workman, which was received by the Central Government on 23.11.2016.

[No. L-30011/21/2000-IR (M)]

RAJESH KUMAR, Under Secy.

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

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,

Dated 21st October, 2016**Reference: (CGITA) No. 271/2004**

The Group General Manager (P),
ONGC Ltd., KDM Bhawan, Palavasana,
Mehsana

...First Party

V/s

The General Secretary,
Gujarat Mazdoor Panchayat,
Shram Shakti, P.B. No. – 77, Opp. Prabhat Press,
Mirzapur Road, Ahmedabad

...Second Party

For the First Party : Shri K.V. Gadhia Associates

For the Second Party : Shri P. Chidambaram

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30011/21/2000-IR(Misc.) dated 17.02.2000 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of Gujarat Mazdoor Panchayat stating that Shri Solanki Hasmukhbhai K. and 33 others (as per list attached) were deployed by ONGC Ltd., Mehana, as Typists in prohibited category of employment vide Notification No. U/23013/4/92-LW dated 08.09.1994 and that the concerned workmen are entitled to be treated in direct employment in ONGC Ltd, Mehana Project from the date of their engagement along with all benefits is legal and justified? If yes, then to what relief the concerned workmen are entitled and from which date?”

- The reference dates back to 17.02.2000.

Name of workmen involved in the Reference are as under:

1. Solanki Hasmukhbhai K	2. Jain Mohini R	3. Mahendrabhai Mohanlal P
4. Nayak Ghanshyam A	5. Thakor Kanuji D	6. Jain Rakshaben G
7. Dave Vijaykumar N	8. Makwana Jitendrakumar M	9. Manjit Kaur D
10. Sharma Ashokkumar B	11. Parmar Ishwarbhai p	12. Shaikh Abdul Yase A
13. Abarot Piyushkumar B	14. Stephen Lilly	15. Joshi Dharmendrakumar B
16. Sutaria Dineshchandra B	17. Luhana Ashokkumar t	18. Suthar Dineshkumar V
19. Faridaben Noor Murmohmad	20. Shrimali Dineshkumar K	21. Parmar Madhukanta D
22. Parmar Renuka Gelabhai	23. Shukla Dakshaben B	24. Trivedi Bhargav
25. Gandhi Kamleshkumar D	26. Parmar Kiritkumar D	27. Safi Ahmed
28. Arya Yash B	29. Parmar Jasiben S	30. Sainin Nirmal Kaur J
31. Varmar Praveenkumar R	32. Rao Vasumathy R	33. Aseef M M
34. Solanki Anilkumar H		

1. The union representing the workmen filed its statement of claims Ex-3 dated 11/07/2000 and stated therein inter alia that the concerned persons have been working as Typists since years on permanent posts and nature of work performed by them is of perennial in nature and is integral part of the business of the ONGC LTD. It is further stated that the category of Typists is being prohibited by the Central Government vide Government order dated 08/09/1994, therefore, they should be treated as permanent workmen of the ONGC Ltd from their initial date of joining. It has also been stated that the arrangement between the ONGC and contractors is sham, bogus relying upon the judgment of Hon'ble Supreme Court reported in 1978 II LLJ 397 as well as another judgment reported in 1997 I CLR 292. The union has therefore prayed for granting permanent status and to extend all benefits including wages, equivalent to the permanent workmen of the ONGC along with 24% interest on the arrears of pay. The union has also alternatively prayed that the concerned persons should be treated as permanent workmen of ONGC Ltd. with effect from 08/09/1994 as they have been working as clerks in the prohibited category since then.

2. The Union/ second party also at the relevant time moved an application for interim relief vide Exh.-4 in the matter and inter alia prayed for restraining the First party, ONGC Ltd to change or modify the service conditions of the 34 concerned persons in any manner without prior permission of the Hon'ble Tribunal. In the said matter interim relief was granted on 29/08/2000 and the same was subsequently confirmed by Tribunal vide its order dated 18/11/2002. The Hon'ble Tribunal directed that the interim relief granted earlier is confirmed till the final disposal of the main reference case. Hence it will be said that the concerned persons have been continued in employment of First Party ONGC Ltd till date by virtue of interim order passed by the Tribunal on 29.08.2000.

3. The First Party ONGC filed its Written Statement dated 18/02/2002 inter alia denied all the contentions raised in the Statement of Claims as well as contentions raised in the aforesaid application for interim relief. The First Party, ONGC Ltd., herein after referred to as ONGC, further submitted that there is no Master and Servant relationship between ONGC and the concerned persons/workmen and the said persons were not engaged in prohibited category as per Central Government notification and therefore they are not entitled for absorption with the first party. The ONGC further submitted that the ONGC is registered as a Principal Employer u/s 7 of the Contractual Labour Regulation Act, 1970, hereinafter referred to as CLRA, 1970, and the concerned Contractors have also obtained license from the Competent Authority u/s 12 of the said Act. The ONGC further submitted that the concerned persons have neither been engaged nor have been deployed or supervised by the representatives of the ONGC and they are not doing any work which may be said to be of permanent in nature or which can be equated with the work done by regular employees of the ONGC. The said persons are not supervised, paid or even have been subject to administrative, financial or disciplinary action of the ONGC. The said persons were deployed by the concerned contractors as per their requirements from time to time. It is also submitted in the written statement that ONGC being State under Article 12 has to follow the prescribed rules for recruitment and has to observe the principles of Right to Equality and Right of Equal Opportunity to all as envisaged in the Constitution of India. The ONGC also relied upon the judgment of Hon'ble High Court of Gujarat in SCA No. 6050/1986 and other allied matters and also relied upon judgment of Hon'ble Apex Court in case of Cipla Ltd. It is also submitted that if absorption is granted then the same would tantamount to be back door entry. The ONGC also submitted that the designation given by the union to the second

party is purely imaginary and concocted and that the ONGC awarded job contract to the contractor through valid and legal tender process and the contract is awarded to Techno-Commercially Fit Contractor for miscellaneous jobs of casual nature. The ONGC also relied on other judgments passed by the Hon'ble Apex Court and requested for rejection of reference/case.

4. The union/second party submitted Documents vide-list dated NIL received by ONGC on 03/10/2012 consisting of 81 documents while the ONGC submitted D-list vide Exh.-13 of 30 documents. The union examined three concerned persons vide affidavit/examination-in-chief, Exh. -14, 16 and 17 who have also been cross-examined by the ONGC.

5. The ONGC submitted that if the documents produced by the union are perused then Sr. Nos. 2 to 75 are copies of utilization records for various months. The said documents just show that the services of some of the concerned persons have been utilized by a department of ONGC. It is submitted that the said documents have not been proved by the union, therefore same have not been exhibited and thus they cannot be relied upon. For the sake of arguments even if such documents are taken on their face value then also the same would not prove that the concerned persons were working in prohibited category of Typists as alleged or otherwise. The union has also produced bank statements of 3-4 concerned persons and if the same are perused then it would be crystal clear that the concerned persons are employees of the contractor and are paid by the contractor. Hence the documents produced by the union do not hold any ground or help the case of the union.

The Ministry referred the matter for contractual workmen working as Typist in the prohibited category as per notification letter dated 08.09.1994. The second party examined Dharmendra B. Joshi, one of the workmen who reiterated the pleadings made in the statement of claim but in his cross examination he admitted that he has not undergone any typing or computer post. They were not given any appointment letter by the ONGC. PF was debited and deposit by the contractors. Salary was also paid by the contractors. He further stated that he or any other workmen never protested as and when their control was made over/transferred from one contractor to another contractor. He does not know the date of joining of other workmen. He was skilled worker but wages were paid by the contractor to all the workmen.

6. The second party's learned counsel submitted written arguments which are reproduced as under:

“(1) This reference is caused to the Central Government Industrial Tribunal, Ahmedabad (CGIT for short) by the Govt. of India by order dated 17.02.2000 to adjudicate and decide the following terms of reference.

“Whether the demand of Gujarat Mazdoor Panchayat stating that Shri Solanki Hasmukhbhai K. and 33 others (as per list attached) were deployed by ONGC Ltd., Mehsana, as Typists in prohibited category of employment vide Notification No. U/23013/4/92-LW dated 08.09.1994 and that the concerned workmen are entitled to be treated in direct employment in ONGC Ltd, Mehsana Project from the date of their engagement along with all benefits is legal and justified? If yes, then to what relief the concerned workmen are entitled and from which date?”

(2) Gujarat Mazdoor Panchayat (Panchayat for short) for and on behalf of the workmen has submitted its statement of claims Ext. 3 date 29.08.2000 before the Tribunal. Notification of Government of India, Ministry of Labour prohibiting the employment of contract labour in various works specimen in schedule is annexed hereto in the establishment of Oil and Natural Gas Commission in the country date 08.09.1994 is also a record of the case (Ext. 13).

(3) As per the said notification of Govt. of India “Typists” is a prohibited category. The 34 workmen concerned in this reference are working as Typists in the prohibited category. As per the provision contained in contract labour (Regulation and Abolition) Act once a contract arrangement is prohibited the workmen are to be deemed workmen of the principal employer. In this case the workmen named in the schedule of reference are doing Typists work and hence are in the prohibited category of workmen and as such they are the permanent workmen of ONGC Ltd.

(4) The ONGC Ltd. could not have permitted to continue the contract labours employment in the nature of Typists work. Continuing to employ contract labour to do Typists work as such is illegal. The whole arrangement on and from the date of notification 8/9/94 is bad in law.

(5) The next submission is that the Contract Labour (Regulation and Abolition) Act 1970 (Contract Act for short) is applicable to the ONGC Ltd. As per the Contract Labour (Regulation and Abolition) Act 1970, it is necessary for the Principal Employer (ONGC Ltd. for short) to obtain a certificate of registration to appoint a contractor and the contractor so appointed should obtain a licence under the contract act before starting the contract work. In the absence of a Registration Certificate with the principal employer and / or in the absence of a licence with the contractor the contract arrangement is thus sham and bogus. The contract act does not permit an employer to appoint contractor without licence. Any contract without a registration with the Principal Employer and any

contractor without a licence to employ contract labour are illegal and void. In our case the reference is made on 17.02.2000. The workmen had served their demand notice dated 01.07.1999. This makes it amply clear that the workmen were working in ONGC Ltd. even before 01.07.1999. There is no Registration Certificate prior to 01.07.1999 with ONGC Ltd. A few documents have been produced by ONGC Ltd. It reveals from the list produced, the list is received by the union on 11.09.2002. Item No. 3 of the list states that the registration is obtained for and on behalf of one contractor i.e. Public Power Kamdar Sahakari Mandali Ltd. It is for a period of 2 years i.e. from 01.07.1998. Item No. 1 in the list is the zerox copy of the certificate of registration of 17.08.1999 with retrospective date.

A bunch of zerox papers received by the Panchayat on 11.09.2002 produced by the ONGC in on record of the case. Who has produced the papers before the court is not known. The person producing the said bunch of papers is not known to anyone. On reading the papers it is seen they are the zerox copies of the certificate of registrations of difference date and zerox copies of the licence issued to difference contractor for different period. However the said bunch of papers has not been produced properly and hence is not exhibited by the CGIT and so it is of no use whatsoever.

The Whole arrangement between ONGC Ltd. and the so-called parties is sham and bogus. The contractor has not been examined as a witness by the ONGC Ltd. before the tribunal. Hence the tribunal is handicapped from knowing the details of each contract. The arrangement as such is sham and bogus.

The Panchayat hence submits that 34 workmen are the permanent workmen of ONGC Ltd. and they should be held so.

The Panchayat hence submits the 34 workers are in the prohibited category and as such are the permanent workmen of the ONGC Ltd. from the date the contract got abolished under the CLRA Act. “

7. In reply the ONGC submitted that as stated hereinabove as many as 30 documents are produced by the ONGC vide Exh-30. The same include copy of registrations issued to the ONGC by the competent authority under the Contract Labour(R & A) Act, 1970, various communications by the Competent Authority, copy of licenses issued by the Competent Authority to various contractors and also copy of agreements entered into between ONGC and various contractors. It is also submitted that the Competent Authority would not have issued Registration or License if the work was of permanent or perennial nature. On the contrary if the item No. 2 from the sad D-list of Aug. 1999 is perused, then it is crystal clear that the Authority has instructed the ONGC to inform all the contractors to obtain labour license. If the contract agreements are perused then also it is also clear that contracts have been awarded after following a legal and valid tender procedure and the same are given for different types of seasonal and casual nature of jobs. Thus from the above documentary evidences itself makes it clear that the contracts are given for miscellaneous jobs of seasonal and casual nature after following valid and legal process and the Registration as well as Licenses are issued by the Competent Authority under the CLRA, 1970. Therefore the contract is genuine and legal and hence the reference is required to be rejected based on the documentary evidences.

8. It is further argued by First party ONGC that as stated hereinabove 3 of the total 34 persons have only been examined by the union before this Hon'ble Tribunal. It is pertinent to note here that no documentary evidence is put on record to prove that the concerned persons are working in prohibited category of Typists or they are being supervised and/or controlled by the officers of the ONGC. All the three persons have been cross examined by the ONGC. If the cross examination of 1 of the concerned persons i.e. Joshi Darmenderkumar Bhanuprasad at Exh.-12 is perused then also it is found that *no appointment letter was given by the ONGC to any of the concerned person or workman. The witness has further admitted that salary is paid by the contractor and the PF is also deducted from his salary and no designation of Typists is given to him. He has further admitted that he is doing work of miscellaneous nature. He has also admitted that other concerned persons are also doing the same miscellaneous works. He has further admitted that he does not know the age, date of joining, qualification or the address of the other concerned persons.* Thus the cross examination of the concerned witnesses itself give clear conclusion that the said persons are doing miscellaneous work and not working as Typists as alleged. From the Bank statement of the said persons as well as from the cross examination it is clear that he is being paid by the contractor and his PF was also deducted by the said contractor. Now if the cross examination is read along with contract agreement between ONGC and contractor produced by the ONGC then it is clear that the concerned persons are doing work of miscellaneous nature and not as Typists.

9. The ONGC submits that as per the settled legal position documentary evidences would prevail over oral evidence. In the above matter the ONGC has produced documents of registration, license, and contract agreement etc. to prove that the concerned persons are doing miscellaneous work of seasonal and casual nature and the concerned persons/witnesses have also in their cross examination admitted that they are doing miscellaneous work. The union has merely stated in its Statement of Claims that the work is of perennial nature and the concerned persons are being controlled and supervised by the officers of the ONGC but they have not produced a single document to substantiate the said contention. The union has also merely made a bald statement that the concerned workers are working in the

prohibited category of Typists but no evidence to that effect is led by the union to substantiate the same. On the other hand from the documents produced by the ONGC coupled with the cross-examination of the concerned persons it is crystal clear that the work done by the concerned persons is of miscellaneous nature and they are not doing any job which would fall in the category of Typists. As per the settled position of law, the onus is upon the claimant to substantiate or prove his case but in the present case the union has miserably failed to do so and therefore on this ground alone the reference is required to be rejected.

10. The ONGC further submitted that ad-interim relief has been granted in favour of the concerned persons from the day one i.e. from August, 2000 and the same has continued till date and it is because of the orders passed by this Hon'ble Tribunal the concerned persons were permitted to continue in job till date. In other words the concerned persons are in litigious employment. As per the proposition law settled by the Hon'ble Apex Court in case of Umadevi as well as other landmark judgments such persons who have been continued only due to orders passed by the Court or due to pendency of cases before the Courts cannot claim for regularization stating that they have been in continuous employment for years together.

11. It is further submitted that as stated hereinabove, ONGC is a State under Article 12 of the Constitution of India and therefore has to abide by the provisions of Article 14, 16 as well as Recruitment Rules while recruiting any persons. Admittedly the concerned persons have neither been appointed by the ONGC nor have faced interview, selection process and induction process as required by the recruitment rules. The said persons also do not fulfill the eligibility criteria as per the Recruitment Rules. The Recruitment Rules of the ONGC provide for the selection process before recruiting any person and the same is admittedly not followed in the present case as the concerned persons are contractual employees. Therefore on this ground alone the concerned persons are not entitled to any relief as the same would tantamount to back door entry and would be violative of Article 14 and 16 of the Constitution of India.

12. It is also submitted by ONGC that admittedly the said persons have been engaged by the Contractor and yet no contractor i.e. their employer has been joined as a party in the present proceedings and therefore on the ground of non-joinder of necessary party alone the present reference is required to be rejected. Similar view has been taken by the Hon'ble Allahabad High Court in case of M/s. NTPC Ltd. reported in 2015 (144) FLR 248.

13. The ONGC also submitted that as stated hereinabove as per admission of the concerned persons they are being employed by the contractors and are paid by the said contractors. It has also emerged in the cross examination that they are being paid on daily wage basis. It is also undisputed that the work performed by them is of miscellaneous nature. It is also submitted that the concerned workers accepted such appointment with open eyes and therefore now they cannot turn back and claim regularization or equal pay by way of litigious employment.

14. The ONGC also submitted that the Hon'ble Apex Court has in series of judgments held that doctrine of separation of powers is to be followed by the three wings and as per the said doctrine granting of regularization or equal pay should not be done by the Judiciary and the same should be left to the Executive Wing of the state. The Hon'ble Apex Court has also held that host of factors are to be considered before granting of regularization or equal pay like selection, interview, induction, age, educational qualification, roles and responsibilities, nature of work etc. The Hon'ble Courts have held that only if there is whole some identity between the two sets of employees then in that case only equal pay can be granted and not otherwise. As stated hereinabove in the present case the Union has not proved that there is wholesome identity between the concerned persons and regular employees of the ONGC and therefore they are not entitled for any relief as prayed for.

15. The ONGC relied upon several judgments which are as under:

- I. The Hon'ble Supreme Court in a case of **Vice Chancellor Lakhnow University, Lakhnaw Vs. Akhilesh Kumar Khare & Anr. reported in 2015 III CLR 464** held that the Courts cannot issue any direction for absorption / regularization of temporary, contractual, casual, daily wage or ad-hoc employees.
- II. The Hon'ble Supreme Court in case of **Account Officer (A&I) APSRTC &Ors. Vs. K.V. Ramana & Ors. 2007 LLR 338** held that contractual workers who have completed 240 days without any break cannot be regularized dehors the rules of selection as they had not undergone the departmental selection process.
- III. The Hon'ble Supreme Court in a landmark judgment of Dena Nath and Ors. reported in **1992 (64) FLR 39** held that the CLRA Act merely regulates the employment of contract labour in certain establishment and provides for its abolition in certain circumstances. Non compliance of the provisions only exposes to prosecution but the contract labour employee does not become direct employees of principal employer.
- IV. The Hon'ble Supreme Court then in case of Steel Authority of India Ltd. and Ors. reported in 2001 (2) SCSLJ = 2001 LLR 961 also laid down a ratio that

“Neither Section 10 of the CLRA Act nor any other provision in the Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by Appropriate Government under sub section (1) of Section 10, prohibiting employment of contract labour, in any

process, or other work in any establishment. Consequently the principal employer cannot be required to order absorption of the contract labour working in the concerned establishment."

- V. In **Union of India & Anr. Vs. Ramsingh Thakor & Ors.** reported in 2012 AIR SCW 3806 Hon'ble Apex Court held that regularization of services is an executive function and such direction cannot be given by the Judiciary.
- VI. Hon'ble Apex Court in case of **Balvant Rai Saluja & Anr. Vs. Air India Ltd. & Ors.** 2014 III CLR 751 held that contractual workers working in statutory canteen as per the Factories Act who are under certain degree of control of the Principal Employer also cannot claim regularization as there is no parity in the nature of work, mode of appointment, qualification etc. between regular employees of the partly employer and concerned persons. In the present case admittedly the second party workmen are engaged by the contractor like in the above case and hence they are not entitled for regularization.
- VII. The Division Bench of Hon'ble High Court of Gujarat in LPA 530 in the case of Jhon Peter Farnandiz also held that as per the position of law settled by the Hon'ble Apex Court in various judgments contractual workers have not undergone the selection process and therefore they cannot claim regularization. (citations is not given in written arguments)
- VIII. The ONGC also relied upon the judgment passed by the Hon'ble Division Bench of Gujarat High Court in Hadvad Nagar Palika wherein the Hon'ble Bench held that compliance of Section 25F is also not required in case of daily wages. (Citation is not given in written arguments)
- IX. In LPA No. 2038/2004 in case of Shukla M.P. Vs. Municipal Commissioner also the Division Bench of Hon'ble Gujarat High Court held that once the concerned person has not followed the selection process, he cannot be entitled for regularization. (Citation is not given in written arguments)
- X. In case of latest judgment of Gujarat high court in ONGC v Shri Chetan Kumar Patel and Others reported in 2016 III CLR Page 106 workmen prayed for regularization with ONGC. The Hon'ble High Court has after considering the judgment of Constitution Bench in Umadevi reported in 2006 II CLR 261, Indian Drugs Pharmaceuticals, Kendriya Vidya Sangathan, U.P. State Electricity Board, Official Liquidator Vs. Dayanand etc. held that
 - If it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued.
 - Merely because a temporary employee or a casual wage worker is continued for a time being beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength on such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules.
 - Regularisation is not a mode of appointment.
 - The Government or the instrumentality of the State cannot regularize the appointment made contrary to the course of selection as envisaged by the relevant rules governing the posts.
 - The High Court acting under Article 226 of the Constitution of India should not issue directions for regularization or permanent continuance unless the recruitment itself was made regularly and in terms of the constitutional scheme.
 - There should be no further by-passing of the constitutional requirement and regularization or making permanent those not duly appointed as per the constitutional scheme. [vide Shilpa Jinda case (supra)]
- XI. The present first party submits that after the constitution bench judgment the Hon'ble Apex Court in 2010 in case of State of Karnataka & Ors. Vs. Gadilingappa and Ors. held that any judgment / direction contrary to the directions given in Umadevi's case [2006(4) SCC 1] shall not have a precedent status.
- XII. The First Party submits that, the first party has examined its officer Mr. Patel in Ref.(CGITA) No. 268/2004 and he has stated that in ONGC recruitment is being done under the R & P Regulations. The names are invited from the employment exchange and thereafter screening by way of written and oral test and thereafter medical examination the regular workmen were appointed. Admittedly these persons/workmen have not undergone this process and hence they are not entitled to get absorption with ONGC. ONGC is State under Article 12 of the Constitution of India and it has to follow provisions of Articles 14, 16 and 309 of the Constitution of India at the time of recruitment. If the prayer of the second party is granted then it would amount to be back door entry. This cannot be permitted under the settled law. Similar view has been taken by the Constitution Bench comprising of five judges of the Hon'ble Supreme

Court in case of Secretary, State of Karnataka and Ors. Vs. UMADEVI and others, reported in 2006 II CLR 261.

16. The Gujarat Mazdoor Panchayat ("Panchayat" for short)/second party's learned counsel submitted **Brief Reply to Written Submissions of the First Party-ONGC Ltd which is reproduced as under:**

"(i) The First Party ONGC Ltd. has produced documents vide list Ext. 13 of 30 documents which was not proved by the ONGC Ltd. and the documents are copies of Registration Certificates, Licence, other communications and agreements etc. If we pursue the registration certificate at Sr. No. 1 date of issuing certificate is 16.11.1999 which is after arising the dispute vide demand notice date 01.07.1999 and at the same time licence were also issued with effect from ante date which is not legal according to contract labour (R & A) Act, 1970. It is also seen from the agreements that the agreements are also made from retrospective dates, which is also against the settled position of law. However all these documents are not adopted or proved by ONGC Ltd and they were not exhibited.

(ii) The first party ONGC Ltd. has examined two witness, one Mr. B.P. Rathod in Ref(CGITA) : 268/2004 at Ext. 16 and other is Mr. Isikella Krishna Murthy in Ref(CGITA): 270/2004 at Ext. 14 both the witness in their cross examination has admitted that the concerned workers are working in ONGC Ltd. at Mehsana since long. They also admits that work was provided by ONGC Ltd. and place of work is in the premises of ONGC Ltd. The workers work on which machinery or in field area or in office area is off ONGC Ltd. The workers working for the benefits of the ONGC Ltd. so from the above it is clear that the workers are of the first party ONGC Ltd. which is not disputed.

(i) The second party Panchayat has examined three witness in this case, vide Ext. 14, 16 and 17 and Panchayat also examined their witness in each cases, and all the witness admits that they are working for the ONGC Ltd., Place of work is in the premises of ONGC Ltd. work provided by ONGC Ltd., for their work required tools, tackles, spare parts provided by ONGC Ltd., Stationeries, Machineries, Radio-wireless sets and Telephone etc. on which concerned workers are working is of ONGC Ltd. Transportation facilities also provided by the ONGC Ltd. for working on filed area. The workers have to work under the instruction and supervision of the officer of the ONGC Ltd. The workmen are working round the clock in each shift. They are doing permanent and day to day work for the benefits of the ONGC Ltd. The first party has never disputed the working of the workers and their date of joining in ONGC Ltd. It is clear from the oral evidence of workman in each case that they are doing work on permanent basis and day to day which is prohibited by Central Government notification dated 08.09.1994.

(ii) The second party Panchayat submits that the various judgements of the Apex Court, it is settled that workers engaged through so-called contract arrangement and the contracts are bogus and camouflage then the workers are be treated as the permanent workers of the principal employer.

(A) Bhilwara Doodh Utpadak Sangh Ltd.

V/s

Vinod Kumar Sharma & Others

(2011 CLR P. 1079) (SC)

In the above case, Hon'ble Supreme Court held that:

(3) In order to avoid their liability under various labour statutes employers are very often resorting to subterfuge by trying to show that their employees of a contractor. It is high time that this subterfuge must come to an end.

(4) Labour statutes were meant to protect the employees/workmen because it was realized that the employers and the employees are not on an equal bargaining position. Hence, protection of employees was required so that they may not be exploited. However, this new technique of subterfuge has been adopted by some employers in recent years in order to deny the rights of the workmen under various labour statutes by showing that the concerned workmen are not their employees but are the employees/workmen of a contractor, or that they are merely daily wage or short term or casual employees when in fact they are doing the work of regular employees.

(5) This court cannot countenance such practices any more. Globalization / liberalization in the name of growth cannot be at the human cost of exploitation of workers.

(B) Steel Authority of India Ltd. and Ors.

2001 LLJ (II) P : 1087 (SC)

119 (5) On issuance of prohibition notification under Section 10 (1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been

interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/ camouflage to evade compliance of various beneficial legislations as to deprive the workers of the benefit there under. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment subject to the conditions as may be specified by it for that purpose in the light of Para 6 hereunder.

(C) Steel Authority of India Ltd.

V/s

Gujarat Mazdoor Panchayat

2004 GLR (1) P : 729

17. The Position of law, which emerges from the reported decisions of the Supreme Court, is that workmen working under a contract are entitled to raise a demand that they should be declared as workmen of the principal employer. It is always open to the workmen concerned to place materials before the industrial adjudicator to show that the contract between the principal employer and the contract labourer is sham or not genuine, and claim declaration that they were always the employees of the principal employer and are entitled to appropriate service conditions. When such a dispute is raised, it is not a dispute for abolition of labour contract. Hence, the provisions of Section 10 of the Act will not bar either the raising, or the adjudication, of such a dispute. When such a dispute is raised, industrial adjudicator has to decide whether the contract is sham or genuine. It is only if adjudicator comes to a conclusion that the contract is sham, then he will have jurisdiction to adjudicate the dispute. If however, he comes to a conclusion that the contract is genuine, he will have to dismiss the reference and may refer the workmen to the appropriate government of or abolition of contract labour under Section 10 of the act.

In the light of above referred to principles of law, the dispute raised in the petition will have to be considered by this court. However before resolving the dispute raised in the petition, it would be relevant to advert to oral evidence adduced by the parties before the tribunal.

18. The factors which may establish that a contract between the principal employer and the labour contractor is a mere paper arrangement or an eye wash or a camouflage or a ruse or a façade or a name lender are; (i) activities/business of the principal employer, (ii) genuine need or requirement of engaging contract labour, (iii) length of continuous and uninterrupted service of workmen, (iv) nature of work done by workmen, i.e. whether the work is perennial in nature or intermittent, (v) who has, in fact, supplied the labour force to the principal employer, meaning thereby, whether the services of the workmen were made available to the principle employer by the labour contractor after making recruitment, (vi) extent of supervision and control of the workmen by principal employer, (vii) whether the workers do the labour work to produce goods or service for business of the principal employer, and (viii) whether the provisions of the Act relating to registration and licence etc. are complied with. The plea that the industrial adjudicator cannot take into consideration the factors mentioned in Clauses (a) to (d) of Section 10 (2) of the Act to arrive at the finding as to whether the labour contracts are genuine or not cannot be accepted in view of the principles laid down in Gujarat Electricity Board V. Hind Mazdoor Sabha (supra) at Page 67, Paragraph 59.

(D) Workmen of Bhurkunda Colliery of Central Coalfields Ltd.

V/s

State of Bihar & Ors.

2006 SSC (L&S) P. 530

“Both employers and employees have their respective obligations. They must have the appreciation of each other’s responsibilities, duties and obligations. The Trade Union and Labour Union should understand and appreciate the fact that Labour is not a commodity nor is it a mere supply of Labour force at the managements disposal. Essentially, Labour is the real basis that underlines the production of goods and services. Through the work should the human personality and its sense of responsibility be able to unfold, management should appreciate this and always attribute its success to the trained and effective labour force. It must be understood by all concerns that both the employees and employers are vital for any industry and unless there is proper coordination, the smooth functioning of any industry would be difficult.

From the all judgments it is clear that the workmen of the concerned disputes are permanent workmen of the Principal Employer and not of the so-called contractors.

(5) The criteria of the judgments of State of Karnataka V/s Umadevi and Ors. Are not applicable to this case, because these are the workers are not daily wagger, they working on regular basis and has paid on monthly basis and they are doing permanent and perennial work for the ONGC Ltd.

In view of what is stated above the concerned workers are of the ONGC Ltd. and they should be treated as the permanent workmen of the ONGC Ltd. from their date of joining.

In this reference, there are two issues which are to be addressed by the Tribunal.

1. Whether the workmen involved in this reference were/are working in prohibited category and also in direct employment in ONGC Ltd, Mehsana Project from the date of their engagement?
2. Whether the workmen can claim any advantage of litigious employment?
3. Whether all these workmen are entitled to be regularized as permanent employee of ONGC Ltd, Mehsana Project along with all benefits?

Issue 1: Here I would like to clarify that burden to prove aforesaid issues was lying on the second party. But from the evidence oral and documentary on record, the second party workmen have miserably failed to prove that they were working in prohibited category and also in direct employment in ONGC Ltd, Mehsana Project from the date of their engagement because the witnesses examined by the Second Party Union in their statement on oath have confined their evidence to themselves leaving other workmen who were not examined by the Second Party Union clearly stating that they were engaged by contractors from time to time. Second, every post in prohibited category and of permanent nature has some prescribed eligible qualification. Neither of witnesses examined has stated as to what was the eligible qualification of prohibited category of the post of Typists and as to whether all the workmen involved in this reference were also having that eligible qualification. Third, it is basic law that post of permanent cadre cannot be filled without following the due procedure of selection for that post. Fourth, they have not categorically denied that they were not contractual workmen. Fifth they have admitted that the wages were paid by the contractor and provident fund was also deposited by the contractor. Sixth, neither of witnesses examined has clarified as to what work they used to do. Seventh, the reference involves more than thirty workmen and neither of witnesses examined has stated that as to whether other workmen were having the required eligible qualification of the post of Typists. The post of Typists is in prohibited category but High Court of Allahabad has stayed the Notification No. 643(E) dt 08.09.1994 related to prohibited category. Thus this issue is decided in negative and against the second party workmen.

Issue 2: There are number of decisions of Apex Court as produced by First party which is not rebutted by second party that any person cannot take advantage of litigious employment. Thus this issue is decided in negative and against the second party workmen.

4. Issue 3: In the light of above findings this issue is decided that all these workmen are not entitled to be regularized as permanent employee of ONGC Ltd, Mehsana Project along with all benefits. However First party shall consider those workmen who are having eligible qualification for the related post as and when becomes vacant after following the due procedure of selection for that post including in prohibited category giving them reasonable age relaxation.

19. The award is passed accordingly.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2016

का.आ. 2330.—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 कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 272/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.11.2016 को प्राप्त हुआ था।

[सं. एल-30011/17/2000-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 28th November, 2016

S.O. 2330.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 272/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. ONGC Ltd. and their workman, which was received by the Central Government on 23.11.2016.

[No. L-30011/17/2000-IR (M)]

RAJESH KUMAR, Under Secy.

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

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,

Dated 21st October, 2016

Reference: (CGITA) No. 272/2004

The Group General Manager (P),
ONGC Ltd., KDM Bhawan, Palavasana,
Mehsana

...First Party

V/s

The General Secretary,
Gujarat Mazdoor Panchayat,
Shram Shakti, P.B. No. – 77, Opp. Prabhat Press,
Mirzapur Road, Ahmedabad

...Second Party

For the First Party : Shri K.V. Gadhia Associates

For the Second Party : Shri P. Chidambaram

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30011/17/2000-IR(Misc.) dated 17.02.2000 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of Gujarat Mazdoor Panchayat stating that Shri Rathod Arjunbhai D. and 15 others (as per list attached) were deployed by ONGC Ltd., Mehana, as Firemen in prohibited category of employment vide Notification No. U/23013/4/92-LW dated 08.09.1994 and that the concerned workmen are entitled to be treated in direct employment in ONGC Ltd, Mehana Project from the date of their engagement along with all benefits is legal and justified? If yes, then to what relief the concerned workmen are entitled and from which date?”

- The reference dates back to 17.02.2000.

Name of workmen involved in the Reference are as under:

1. Rathod Arjunbhai D.
2. Raval Jayantibhai V.
3. Raval Narsinghbhai V
4. Yogi Dashrathbhai S
5. Barot rajikant M
6. Chaudhari Baharat P.
7. Chaudhari Ishwarbhai M
8. Chaudhari Kantibhai P
9. Chaudhari Kantibhai S
10. Chaudhari Vishnubhai H
11. Desai raguhnathbhai S
12. Chaudhari Ramsangbhai S
13. Chaudhari Bharatbhai P

14. Pandit Bhimarav P
15. Pandit Kaushaldutt
16. Patel Kamlesh N

1. The union representing the workmen filed its statement of claims Ex-3 dated 11/07/2000 and stated therein inter alia that the concerned persons have been working as Firemen since years on permanent posts and nature of work performed by them is of perennial in nature and is integral part of the business of the ONGC LTD. It is further stated that the category of Firemen is being prohibited by the Central Government vide Government order dated 08/09/1994, therefore, they should be treated as permanent workmen of the ONGC Ltd from their initial date of joining. It has also been stated that the arrangement between the ONGC and contractors is sham, bogus relying upon the judgment of Hon'ble Supreme Court reported in 1978 II LLJ 397 as well as another judgment reported in 1997 I CLR 292. The union has therefore prayed for granting permanent status and to extend all benefits including wages, equivalent to the permanent workmen of the ONGC alongwith 24% interest on the arrears of pay. The union has also alternatively prayed that the concerned persons should be treated as permanent workmen of ONGC Ltd with effect from 08/09/1994 as they have been working as Firemen in the prohibited category since then.
2. The Union/ second party also at the relevant time moved an application for interim relief vide Exh.-4 in the matter and inter alia prayed for restraining the First party, ONGC Ltd to change or modify the service conditions of the 16 concerned persons in any manner without prior permission of the Hon'ble Tribunal. In the said matter interim relief was granted on 29/08/2000 and the same was subsequently confirmed by Tribunal vide its order dated 18/11/2002. The Hon'ble Tribunal directed that the interim relief granted earlier is confirmed till the final disposal of the main reference case. Hence it will be said that the concerned persons have been continued in employment of First Party ONGC Ltd till date by virtue of interim order passed by the Tribunal on 29.08.2000.
3. The First Party ONGC filed its Written Statement dated 18/02/2002 inter alia denied all the contentions raised in the Statement of Claims as well as contentions raised in the aforesaid application for interim relief. The First Party, ONGC Ltd., herein after referred to as ONGC, further submitted that there is no Master and Servant relationship between ONGC and the concerned persons/workmen and the said persons were not engaged in prohibited category as per Central Government notification and therefore they are not entitled for absorption with the first party. The ONGC further submitted that the ONGC is registered as a Principal Employer u/s 7 of the Contractual Labour Regulation Act, 1970, hereinafter referred to as CLRA, 1970, and the concerned Contractors have also obtained license from the Competent Authority u/s 12 of the said Act. The ONGC further submitted that the concerned persons have neither been engaged nor have been deployed or supervised by the representatives of the ONGC and they are not doing any work which may be said to be of permanent in nature or which can be equated with the work done by regular employees of the ONGC. The said persons are not supervised, paid or even have been subject to administrative, financial or disciplinary action of the ONGC. The said persons were deployed by the concerned contractors as per their requirements from time to time. It is also submitted in the written statement that ONGC being State under Article 12 has to follow the prescribed rules for recruitment and has to observe the principles of Right to Equality and Right of Equal Opportunity to all as envisaged in the Constitution of India. The ONGC also relied upon the judgment of Hon'ble High Court of Gujarat in SCA No. 6050/1986 and other allied matters and also relied upon judgment of Hon'ble Apex Court in case of Cipla Ltd. It is also submitted that if absorption is granted then the same would tantamount to be back door entry. The ONGC also submitted that the designation given by the union to the second party is purely imaginary and concocted and that the ONGC awarded job contract to the contractor through valid and legal tender process and the contract is awarded to Techno-Commercially Fit Contractor for miscellaneous jobs of casual nature. The ONGC also relied on other judgments passed by the Hon'ble Apex Court and requested for rejection of reference/case.
4. The union/second party submitted Documents vide-list dated NIL received by ONGC on 03/10/2012 consisting of 81 documents while the ONGC submitted D-list vide Exh.-13 of 30 documents. The union examined three concerned persons vide affidavit/examination-in-chief, Exh. -14, 16 and 17 who have also been cross-examined by the ONGC.
5. The ONGC submitted that if the documents produced by the union are perused then Sr. Nos. 2 to 75 are copies of utilization records for various months. The said documents just show that the services of some of the concerned persons have been utilized by a department of ONGC. It is submitted that the said documents have not been proved by the union, therefore same have not been exhibited and thus they cannot be relied upon. For the sake of arguments even if such documents are taken on their face value then also the same would not prove that the concerned persons were working in prohibited category of Firemen as alleged or otherwise. The union has also produced bank statements of 3-4 concerned persons and if the same are perused then it would be crystal clear that the concerned persons are employees of the contractor and are paid by the contractor. Hence the documents produced by the union do not hold any ground or help the case of the union.

The Ministry referred the matter for contractual workmen working as Firemen in the prohibited category as per notification letter dated 08.09.1994. The second party examined one of the workmen Ramsingh Bhai Chaudhary vide Ext. 12. He reiterated the pleadings in his examination in chief but in his cross examination he stated that he has no proof that they have been working with the ONGC.

6. The second party's learned counsel submitted written arguments which are reproduced as under:

“(1) This reference is caused to the Central Government Industrial Tribunal, Ahmedabad (CGIT for short) by the Govt. of India by order dated 17.02.2000 to adjudicate and decide the following terms of reference.

“Whether the demand of Gujarat Mazdoor Panchayat stating that Shri Rathod Arjunbhai D. and 15 others (as per list attached) were deployed by ONGC Ltd., Mehsana, as Firemen in prohibited category of employment vide Notification No. U/23013/4/92-LW dated 08.09.1994 and that the concerned workmen are entitled to be treated in direct employment in ONGC Ltd, Mehsana Project from the date of their engagement along with all benefits is legal and justified? If yes, then to what relief the concerned workmen are entitled and from which date?”

(2) Gujarat Mazdoor Panchayat (Panchayat for short) for and on behalf of the workmen has submitted its statement of claims Ext. 3 date 29.08.2000 before the Tribunal. Notification of Government of India, Ministry of Labour prohibiting the employment of contract labour in various works specimen in schedule is annexed hereto in the establishment of Oil and Natural Gas Commission in the country date 08.09.1994 is also a record of the case (Ext. 13).

(3) As per the said notification of Govt. of India “Firemen” is a prohibited category. The 16 workmen concerned in this reference are working as Firemen in the prohibited category. As per the provision contained in contract labour (Regulation and Abolition) Act once a contract arrangement is prohibited the workmen are to be deemed workmen of the principal employer. In this case the workmen named in the schedule of reference are doing Firemen work and hence are in the prohibited category of workmen and as such they are the permanent workmen of ONGC Ltd.

(4) The ONGC Ltd. could not have permitted to continue the contract labours employment in the nature of Firemen work. Continuing to employ contract labour to do Firemen work as such is illegal. The whole arrangement on and from the date of notification 8/9/94 is bad in law.

(5) The next submission is that the Contract Labour (Regulation and Abolition) Act 1970 (Contract Act for short) is applicable to the ONGC Ltd. As per the Contract Labour (Regulation and Abolition) Act 1970, it is necessary for the Principal Employer (ONGC Ltd. for short) to obtain a certificate of registration to appoint a contractor and the contractor so appointed should obtain a licence under the contract act before starting the contract work. In the absence of a Registration Certificate with the principal employer and / or in the absence of a licence with the contractor the contract arrangement is thus sham and bogus. The contract act does not permit an employer to appoint contractor without licence. Any contract without a registration with the Principal Employer and any contractor without a licence to employ contract labour are illegal and void. In our case the reference is made on 17.02.2000. The workmen had served their demand notice dated 01.07.1999. This makes it amply clear that the workmen were working in ONGC Ltd. even before 01.07.1999. There is no Registration Certificate prior to 01.07.1999 with ONGC Ltd. A few documents have been produced by ONGC Ltd. It reveals from the list produced, the list is received by the union on 11.09.2002. Item No. 3 of the list states that the registration is obtained for and on behalf of one contractor i.e. Public Power Kamdar Sahakari Mandali Ltd. It is for a period of 2 years i.e. from 01.07.1998. Item No. 1 in the list is the zerox copy of the certificate of registration of 17.08.1999 with retrospective date.

A bunch of zerox papers received by the Panchayat on 11.09.2002 produced by the ONGC in on record of the case. Who has produced the papers before the court is not known. The person producing the said bunch of papers is not known to anyone. On reading the papers it is seen they are the zerox copies of the certificate of registrations of difference date and zerox copies of the licence issued to difference contractor for different period. However the said bunch of papers has not been produced properly and hence is not exhibited by the CGIT and so it is of no use whatsoever.

The Whole arrangement between ONGC Ltd. and the so-called parties is sham and bogus. The contractor has not been examined as a witness by the ONGC Ltd. before the tribunal. Hence the tribunal is handicapped from knowing the details of each contract. The arrangement as such is sham and bogus.

The Panchayat hence submits that 16 workmen are the permanent workmen of ONGC Ltd. and they should be held so.

The Panchayat hence submits the 16 workers are in the prohibited category and as such are the permanent workmen of the ONGC Ltd. from the date the contract got abolished under the CLRA Act.”

7. In reply the ONGC submitted that as stated hereinabove as many as 30 documents are produced by the ONGC vide Exh-30. The same include copy of registrations issued to the ONGC by the competent authority under the Contract Labour(R & A) Act, 1970, various communications by the Competent Authority, copy of licenses issued by the Competent Authority to various contractors and also copy of agreements entered into between ONGC and various contractors. It is also submitted that the Competent Authority would not have issued Registration or License if the work was of permanent or perennial nature. On the contrary if the item No. 2 from the sad D-list of Aug. 1999 is perused, then it is crystal clear that the Authority has instructed the ONGC to inform all the contractors to obtain labour license. If the contract agreements are perused then also it is also clear that contracts have been awarded after following a legal and valid tender procedure and the same are given for different types of seasonal and casual nature of jobs. Thus from the above documentary evidences itself makes it clear that the contracts are given for miscellaneous jobs of seasonal and casual nature after following valid and legal process and the Registration as well as Licenses are issued by the Competent Authority under the CLRA, 1970. Therefore the contract is genuine and legal and hence the reference is required to be rejected based on the documentary evidences.

8. It is further argued by First party ONGC that as stated hereinabove 3 of the total 16 persons have only been examined by the union before this Hon'ble Tribunal. It is pertinent to note here that no documentary evidence is put on record to prove that the concerned persons are working in prohibited category of Firemen or they are being supervised and/or controlled by the officers of the ONGC. All the three persons have been cross examined by the ONGC. If the cross examination of 1 of the concerned persons i.e. Chaudhary Ramsangbhai Samjibhai at Exh.-12 is perused then also it is found that *no appointment letter was given by the ONGC to any of the concerned person or workman. The witness has further admitted that salary is paid by the contractor and the PF is also deducted from his salary and no designation of Firemen is given to him. He has further admitted that he is doing work of miscellaneous nature. He has also admitted that other concerned persons are also doing the same miscellaneous works. He has further admitted that he does not know the age, date of joining, qualification or the address of the other concerned persons.* Thus the cross examination of the concerned witnesses itself give clear conclusion that the said persons are doing miscellaneous work and not working as Firemen as alleged. From the Bank statement of the said persons as well as from the cross examination it is clear that he is being paid by the contractor and his PF was also deducted by the said contractor. Now if the cross examination is read along with contract agreement between ONGC and contractor produced by the ONGC then it is clear that the concerned persons are doing work of miscellaneous nature and not as Firemen.

9. The ONGC submits that as per the settled legal position documentary evidences would prevail over oral evidence. In the above matter the ONGC has produced documents of registration, license, and contract agreement etc. to prove that the concerned persons are doing miscellaneous work of seasonal and casual nature and the concerned persons/witnesses have also in their cross examination admitted that they are doing miscellaneous work. The union has merely stated in its Statement of Claims that the work is of perennial nature and the concerned persons are being controlled and supervised by the officers of the ONGC but they have not produced a single document to substantiate the said contention. The union has also merely made a bald statement that the concerned workers are working in the prohibited category of Firemen but no evidence to that effect is led by the union to substantiate the same. On the other hand from the documents produced by the ONGC coupled with the cross-examination of the concerned persons it is crystal clear that the work done by the concerned persons is of miscellaneous nature and they are not doing any job which would fall in the category of Firemen. As per the settled position of law, the onus is upon the claimant to substantiate or prove his case but in the present case the union has miserably failed to do so and therefore on this ground alone the reference is required to be rejected.

10. The ONGC further submitted that ad-interim relief has been granted in favour of the concerned persons from the day one i.e. from August, 2000 and the same has continued till date and it is because of the orders passed by this Hon'ble Tribunal the concerned persons were permitted to continue in job till date. In other words the concerned persons are in litigious employment. As per the proposition law settled by the Hon'ble Apex Court in case of Umadevi as well as other landmark judgments such persons who have been continued only due to orders passed by the Court or due to pendency of cases before the Courts cannot claim for regularization stating that they have been in continuous employment for years together.

11. It is further submitted that as stated hereinabove, ONGC is a State under Article 12 of the Constitution of India and therefore has to abide by the provisions of Article 14, 16 as well as Recruitment Rules while recruiting any persons. Admittedly the concerned persons have neither been appointed by the ONGC nor have faced interview, selection process and induction process as required by the recruitment rules. The said persons also do not fulfill the eligibility criteria as per the Recruitment Rules. The Recruitment Rules of the ONGC provide for the selection process before recruiting any person and the same is admittedly not followed in the present case as the concerned persons are contractual employees. Therefore on this ground alone the concerned persons are not entitled to any relief as the same would tantamount to back door entry and would be violative of Article 14 and 16 of the Constitution of India.

12. It is also submitted by ONGC that admittedly the said persons have been engaged by the Contractor and yet no contractor i.e. their employer has been joined as a party in the present proceedings and therefore on the ground of non-joinder of necessary party alone the present reference is required to be rejected. Similar view has been taken by the Hon'ble Allahabad High Court in case of M/s. NTPC Ltd. reported in 2015 (144) FLR 248.

13. The ONGC also submitted that as stated hereinabove as per admission of the concerned persons they are being employed by the contractors and are paid by the said contractors. It has also emerged in the cross examination that they are being paid on daily wage basis. It is also undisputed that the work performed by them is of miscellaneous nature. It is also submitted that the concerned workers accepted such appointment with open eyes and therefore now they cannot turn back and claim regularization or equal pay by way of litigious employment.

14. The ONGC also submitted that the Hon'ble Apex Court has in series of judgments held that doctrine of separation of powers is to be followed by the three wings and as per the said doctrine granting of regularization or equal pay should not be done by the Judiciary and the same should be left to the Executive Wing of the state. The Hon'ble Apex Court has also held that host of factors are to be considered before granting of regularization or equal pay like selection, interview, induction, age, educational qualification, roles and responsibilities, nature of work etc. The Hon'ble Courts have held that only if there is whole some identity between the two sets of employees then in that case only equal pay can be granted and not otherwise. As stated hereinabove in the present case the Union has not proved that there is wholesome identity between the concerned persons and regular employees of the ONGC and therefore they are not entitled for any relief as prayed for.

15. The ONGC relied upon several judgments which are as under:

- I. The Hon'ble Supreme Court in a case of **Vice Chancellor Lucknow University, Lucknow Vs. Akhilesh Kumar Khare & Anr. reported in 2015 III CLR 464** held that the Courts cannot issue any direction for absorption / regularization of temporary, contractual, casual, daily wage or ad-hoc employees.
- II. The Hon'ble Supreme Court in case of **Account Officer (A&I) APSRTC & Ors. Vs. K.V. Ramana & Ors. 2007 LLR 338** held that contractual workers who have completed 240 days without any break cannot be regularized dehors the rules of selection as they had not undergone the departmental selection process.
- III. The Hon'ble Supreme Court in a landmark judgment of Dena Nath and Ors. reported in **1992 (64) FLR 39** held that the CLRA Act merely regulates the employment of contract labour in certain establishment and provides for its abolition in certain circumstances. Non compliance of the provisions only exposes to prosecution but the contract labour employee does not become direct employees of principal employer.
- IV. The Hon'ble Supreme Court then in case of Steel Authority of India Ltd. and Ors. reported in 2001 (2) SCSLJ = 2001 LLR 961 also laid down a ratio that
"Neither Section 10 of the CLRA Act nor any other provision in the Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by Appropriate Government under sub section (1) of Section 10, prohibiting employment of contract labour, in any process, or other work in any establishment. Consequently the principal employer cannot be required to order absorption of the contract labour working in the concerned establishment."
- V. In **Union of India & Anr. Vs. Ramsingh Thakor & Ors. reported in 2012 AIR SCW 3806** Hon'ble Apex Court held that regularization of services is an executive function and such direction cannot be given by the Judiciary.
- VI. Hon'ble Apex Court in case of **Balvant Rai Saluja & Anr. Vs. Air India Ltd. & Ors. 2014 III CLR 751** held that contractual workers working in statutory canteen as per the Factories Act who are under certain degree of control of the Principal Employer also cannot claim regularization as there is no parity in the nature of work, mode of appointment, qualification etc. between regular employees of the partly employer and concerned persons. In the present case admittedly the second party workmen are engaged by the contractor like in the above case and hence they are not entitled for regularization.
- VII. The Division Bench of Hon'ble High Court of Gujarat in **LPA 530 in the case of Jhon Peter Farnandiz** also held that as per the position of law settled by the Hon'ble Apex Court in various judgments contractual workers have not undergone the selection process and therefore they cannot claim regularization. (citations is not given in written arguments).
- VIII. The ONGC also relied upon the judgment passed by the Hon'ble Division Bench of Gujarat High Court in Hadvad Nagar Palika wherein the Hon'ble Bench held that compliance of Section 25F is also not required in case of daily wages. (Citation is not given in written arguments).

- IX. In LPA No. 2038/2004 in case of Shukla M.P. Vs. Municipal Commissioner also the Division Bench of Hon'ble Gujrat High Court held that once the concerned person has not followed the selection process, he cannot be entitled for regularization.(Citation is not given in written arguments).
- X. In case of latest judgment of Gujrat high court in ONGC vShri Chetan Kumar Patel and Others reported in 2016 III CLR Page 106 workmen prayed for regularization with ONGC. The Hon'ble High Court has after considering the judgment of Constitution Bench in Umadevi reported in 2006 II CLR 261, Indian Drugs Pharmaceuticals, Kendriya Vidya Sangathan, U.P. State Electricity Board, Official Liquidator Vs. Dayanand etc. held that—
- If it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued.
 - Merely because a temporary employee or a casual wage worker is continued for a time being beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength on such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules.
 - Regularisation is not a mode of appointment.
 - The Government or the instrumentality of the State cannot regularize the appointment made contrary to the course of selection as envisaged by the relevant rules governing the posts.
 - The High Court acting under Article 226 of the Constitution of India should not issue directions for regularization or permanent continuance unless the recruitment itself was made regularly and in terms of the constitutional scheme.
 - There should be no further by-passing of the constitutional requirement and regularization or making permanent those not duly appointed as per the constitutional scheme. [vide ShilpaJinda case (supra)]
- XI. The present first party submits that after the constitution bench judgment the Hon'ble Apex Court in 2010 in case of State of Karnataka &Ors. Vs. Gadilingappa and Ors. held that any judgment / direction contrary to the directions given in Umadevi's case [2006(4) SCC 1] shall not have a precedent status.
- XII. The First Party submits that, the first party has examined its officer Mr. Patel in Ref.(CGITA) No. 268/2004 and he has stated that in ONGC recruitment is being done under the R & P Regulations. The names are invited from the employment exchange and thereafter screening by way of written and oral test and thereafter medical examination the regular workmen were appointed. Admittedly these persons/workmen have not undergone this process and hence they are not entitled to get absorption with ONGC. ONGC is State under Article 12 of the Constitution of India and it has to follow provisions of Articles 14, 16 and 309 of the Constitution of India at the time of recruitment. If the prayer of the second party is granted then it would amount to be back door entry. This cannot be permitted under the settled law. Similar view has been taken by the Constitution Bench comprising of five judges of the Hon'ble Supreme Court in case of Secretary, State of Karnataka and Ors. Vs. UMADEVI and others, reported in 2006 II CLR 261.

16. The Gujarat Mazdoor Panchayat ("Panchayat" for short)/second party's learned counsel submitted **Brief Reply to Written Submissions of the First Party-ONGC Ltd which is reproduced as under:**

- "(i) The First Party ONGC Ltd. has produced documents vide list Ext. 13 of 30 documents which was not proved by the ONGC Ltd. and the documents are copies of Registration Certificates, Licence, other communications and agreements etc. If we persue the registration certificate at Sr. No. 1 date of issuing certificate is 16.11.1999 which is after arising the dispute vide demand notice date 01.07.1999 and at the same time licence were also issued with effect from ante date which is not legal according to contract labour (R & A) Act, 1970. It is also seen from the agreements that the agreements are also made from retrospective dates, which is also against the settled position of law. However all these documents are not adopted or proved by ONGC Ltd. and they were not exhibited.
- (ii) The first party ONGC Ltd. has examined two witness, one Mr. B.P. Rathod in Ref(CGITA) : 268/2004 at Ext. 16 and other is Mr. Isikella Krishna Murthy in Ref(CGITA): 270/2004 at Ext. 14 both the witness in their cross examination has admitted that the concerned workers are working in ONGC Ltd. at Mehsana since long. They also admits that work was provided by ONGC Ltd. and place of work is in the premises of ONGC Ltd. The workers work on which machinery or in field area or in office area is off ONGC Ltd. The

workers working for the benefits of the ONGC Ltd. so from the above it is clear that the workers are of the first party ONGC Ltd. which is not disputed.

(i) The second party Panchayat has examined three witness in this case, vide Ext. 14, 16 and 17 and Panchayat also examined their witness in each cases, and all the witness admits that they are working for the ONGC Ltd., Place of work is in the premises of ONGC Ltd. work provided by ONGC Ltd., for their work required tools, tackles, spare parts provided by ONGC Ltd., Stationeries, Machineries, Radio-wireless sets and Telephone etc. on which concerned workers are working is of ONGC Ltd. Transportation facilities also provided by the ONGC Ltd. for working on filed area. The workers have to work under the instruction and supervision of the officer of the ONGC Ltd. The workmen are working round the clock in each shift. They are doing permanent and day to day work for the benefits of the ONGC Ltd. The first party has never disputed the working of the workers and their date of joining in ONGC Ltd. It is clear from the oral evidence of workman in each case that they are doing work on permanent basis and day to day which is prohibited by Central Government notification dated 08.09.1994.

(ii) The second party Panchayat submits that the various judgements of the Apex Court, it is settled that workers engaged through so-called contract arrangement and the contracts are bogus and camouflage then the workers are be treated as the permanent workers of the principal employer.

(A) Bhilwara Doodh Utpadak Sangh Ltd.

V/s

Vinod Kumar Sharma & Others

(2011 CLR P. 1079) (SC)

In the above case, Hon'ble Supreme Court held that:

(3) In order to avoid their liability under various labour statutes employers are very often resorting to subterfuge by trying to show that their employees of a contractor. It is high time that this subterfuge must come to an end.

(4) Labour statutes were meant to protect the employees/workmen because it was realized that the employers and the employees are not on an equal bargaining position. Hence, protection of employees was required so that they may not be exploited. However, this new technique of subterfuge has been adopted by some employers in recent years in order to deny the rights of the workmen under various labour statutes by showing that the concerned workmen are not their employees but are the employees/workmen of a contractor, or that they are merely daily wage or short term or casual employees when in fact they are doing the work of regular employees.

(5) This court cannot countenance such practices any more. Globalization / liberalization in the name of growth cannot be at the human cost of exploitation of workers.

(B) Steel Authority of India Ltd. and Ors.

2001 LLJ (II) P : 1087 (SC)

119 (5) On issuance of prohibition notification under Section 10 (1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/ camouflage to evade compliance of various beneficial legislations as to deprive the workers of the benefit there under. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment subject to the conditions as may be specified by it for that purpose in the light of Para 6 hereunder.

(C) Steel Authority of India Ltd.

V/s

Gujarat Mazdoor Panchayat

2004 GLR (1) P : 729

18. The Position of law, which emerges from the reported decisions of the Supreme Court, is that workmen working under a contract are entitled to raise a demand that they should be declared as workmen of the principal employer. It is always open to the workmen concerned to place materials before the industrial adjudicator to show that the contract between the principal employer and the contract labourer is sham or not genuine, and claim declaration that they were always the employees of the principal employer and are entitled to appropriate service conditions. When such a dispute

is raised, it is not a dispute for abolition of labour contract. Hence, the provisions of Section 10 of the Act will not bar either the raising, or the adjudication, of such a dispute. When such a dispute is raised, industrial adjudicator has to decide whether the contract is sham or genuine. It is only if adjudicator comes to a conclusion that the contract is sham, then he will have jurisdiction to adjudicate the dispute. If however, he comes to a conclusion that the contract is genuine, he will have to dismiss the reference and may refer the workmen to the appropriate Government of or abolition of contract labour under Section 10 of the act.

In the light of above referred to principles of law, the dispute raised in the petition will have to be considered by this court. However before resolving the dispute raised in the petition, it would be relevant to advert to oral evidence adduced by the parties before the tribunal.

19. The factors which may establish that a contract between the principal employer and the labour contractor is a mere paper arrangement or an eye wash or a camouflage or a ruse or a façade or a name lender are; (i) activities/business of the principal employer, (ii) genuine need or requirement of engaging contract labour, (iii) length of continuous and uninterrupted service of workmen, (iv) nature of work done by workmen, i.e. whether the work is perennial in nature or intermittent, (v) who has, in fact, supplied the labour force to the principal employer, meaning thereby, whether the services of the workmen were made available to the principle employer by the labour contractor after making recruitment, (vi) extent of supervision and control of the workmen by principal employer, (vii) whether the workers do the labour work to produce goods or service for business of the principal employer, and (viii) whether the provisions of the Act relating to registration and licence etc. are complied with. The plea that the industrial adjudicator cannot take into consideration the factors mentioned in Clauses (a) to (d) of Section 10 (2) of the Act to arrive at the finding as to whether the labour contracts are genuine or not cannot be accepted in view of the principles laid down in Gujarat Electricity Board V. Hind Mazdoor Sabha (supra) at Page 67, Paragraph 59.

(D) Workmen of Bhurkunda Colliery of Central Coalfields Ltd.

V/s

State of Bihar & Ors.

2006 SSC (L&S) P. 530

“Both employers and employees have their respective obligations. They must have the appreciation of each other’s responsibilities, duties and obligations. The Trade Union and Labour Union should understand and appreciate the fact that Labour is not a commodity nor is it a mere supply of Labour force at the managements disposal. Essentially, Labour is the real basis that underlines the production of goods and services. Through the work should the human personality and its sense of responsibility be able to unfold, management should appreciate this and always attribute its success to the trained and effective labour force. It must be understood by all concerns that both the employees and employers are vital for any industry and unless there is proper co-ordination, the smooth functioning of any industry would be difficult.

From the all judgments it is clear that the workmen of the concerned disputes are permanent workmen of the Principal Employer and not of the so-called contractors.

(5) The criteria of the judgments of State of Karnataka V/s Umadevi and Ors. Are not applicable to this case, because these are the workers are not daily wager, they working on regular basis and has paid on monthly basis and they are doing permanent and perennial work for the ONGC Ltd.

In view of what is stated above the concerned workers are of the ONGC Ltd. and they should be treated as the permanent workmen of the ONGC Ltd. from their date of joining.

In this reference, there are two issues which are to be addressed by the Tribunal.

1. Whether the workmen involved in this reference were/are working in prohibited category and also in direct employment in ONGC Ltd, Mehsana Project from the date of their engagement?
2. Whether the workmen can claim any advantage of litigious employment?
3. Whether all these workmen are entitled to be regularized as permanent employee of ONGC Ltd, Mehsana Project along with all benefits?

Issue 1: Here I would like to clarify that burden to prove aforesaid issues was lying on the second party. But from the evidence oral and documentary on record, the second party workmen have miserably failed to prove that they were working in prohibited category and also in direct employment in ONGC Ltd, Mehsana Project from the date of their engagement because the witnesses examined by the Second Party Union in their statement on oath have confined their evidence to themselves leaving other workmen who were not examined by the Second Party Union clearly stating that they were engaged by contractors from time to time. Second, every post in prohibited category and of permanent nature

has some prescribed eligible qualification. Neither of witnesses examined has stated as to what was the eligible qualification of prohibited category of the post of Firemen and as to whether all the workmen involved in this reference were also having that eligible qualification. Third, it is basic law that post of permanent cadre cannot be filled without following the due procedure of selection for that post. Fourth, they have not categorically denied that they were not contractual workmen. Fifth they have admitted that the wages were paid by the contractor and provident fund was also deposited by the contractor. Sixth, neither of witnesses examined has clarified as to what work they used to do. Seventh, the reference involves sixteen workmen and neither of witnesses examined has stated that as to whether other workmen were having the required eligible qualification of the post of Firemen. The post of Firemen is in prohibited category but High Court of Allahabad has stayed the Notification No. 643(E) dt 08.09.1994 related to prohibited category. It is also noteworthy that none of the workmen appears to have been engaged as Firemen. Thus this issue is decided in negative and against the second party workmen.

Issue 2: There are number of decisions of Apex Court as produced by First party which is not rebutted by second party that any person cannot take advantage of litigious employment. Thus this issue is decided in negative and against the second party workmen.

4. Issue 3: In the light of above findings this issue is decided that all these workmen are not entitled to be regularized as permanent employee of ONGC Ltd, Mehsana Project along with all benefits. However First party shall consider those workmen who are having eligible qualification for the related post as and when becomes vacant after following the due procedure of selection for that post including in prohibited category giving them reasonable age relaxation.

17. The award is passed accordingly.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2016

का.आ. 2331.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स कांडला पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 1222/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.11.2016 को प्राप्त हुआ था।

[सं. एल-37011/2/2001-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 28th November, 2016

S.O. 2331.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1222/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Kandla Port Trust and their workman, which was received by the Central Government on 23.11.2016.

[No. L-37011/2/2001-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

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

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,

Dated 27th September, 2016

Reference: (CGITA) No. 1222/2004

1. The Chairman,
Kandla Port Trust,
Administrative Office, P.B. No. – 50,
Gandhidham (Kutch)

2. The Chief Engineer,
Kandla Port Trust,
Administrative Office, Post Box No. – 50,
Gandhidham (Kutch) – 370201

...First Party

V/s

The President,
Kandla Port Karamachari Sangh,
T.C.X.-S-94,
Gandhidham (Kutch) – 370201

...Second Party

For the First Party : Shri K.V. Gadhia

For the Second Party : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-37011/2/2001-IR(M) dated 10.08.2001 & 31.03.2003 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of the union of Kandla Port Karamachari Sangh, Gandhidham against the management of Kandla Port Trust, Gandhidham for absorption/regularisation of the Daily Rated Maitries of the Post of Sub-Engineers (Civil)/jr. engineer (Civil) against the vacant posts as per their seniority is just, valid and legal? If so, to what benefits the workmen are entitled for and what directions are necessary in the matter?”

1. The reference dates back to 10.08.2001 & 31.03.2003. The second party submitted the statement of claim Ext. 7 on 21.04.2005. However the first party did not prefer to submit the written statement, therefore, the case was ordered to proceed ex parte against the first party but the second party despite giving opportunity to lead evidence on 28.07.2016 as well as on today that is 27.09.2016 did not lead evidence. Thus it appears that the second party has no willingness to prosecute the case.

2. Thus the reference is disposed of as not pressed and the demand of the union of Kandla Port Karamachari Sangh, Gandhidham against the management of Kandla Port Trust, Gandhidham for absorption/regularisation of the Daily Rated Maitries of the Post of Sub-Engineers (Civil)/jr. engineer (Civil) against the vacant posts as per their seniority is not just, valid and legal.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2016

का.आ. 2332.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ. एन.जी.सी. लिमिटेड एवं अन्य के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 1466/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.11.2016 को प्राप्त हुआ था।

[सं. एल-30011/66/2004-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 28th November, 2016

S.O. 2332.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1466/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. ONGC Ltd. and others and their workman, which was received by the Central Government on 23.11.2016.

[No. L-30011/66/2004-IR (M)]

RAJESH KUMAR, Under Secy.

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

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,

Dated 17th October, 2016

Reference: (CGITA) No. 1466/2004

1. The Chief Security Officer,
ONGC Ltd., Ahmedabad Project, Chandkheda,
Ahmedabad (Gujarat)
2. The Managing Director,
Industrial Security Services,
8, Parichay Shopping Centre, 'D' Cabin, Sabarmati,
Ahmedabad (Gujarat) – 380001
3. The Group General Manager,
ONGC Ltd., Ahmedabad Project, Chandkheda,
Ahmedabad (Gujarat)

...First Party

V/s

The General Secretary,
Gujarat Petroleum Employees Union,
434/36, Gandhivas Naka, Gujarat Stadium Road,
Sabarmati, Ahmedabad (Gujarat)

...Second Party

For the First Party : Shri K.V. Gadhia

For the Second Party :

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30011/66/2004-IR(M) dated 05.10.2000 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the Industrial Dispute raised by Gujarat Employees Union against the management of ONGC Ltd. over regularisation of employees working as contract labour justified? If so, to what relief the concerned workmen are entitled?”

1. The reference dates back to 05.10.2004. Both the parties have not filed their statement of claim or the written statement as the case may be. A fresh notice was issued to both the parties to appear and to file their statement of claim or the written statement by 16.04.2012 but to no result. However the second party moved an application Ext. 5 on 24.01.2013 to take the matter on board which is already fixed for 13.02.2013 and submitted a withdrawal application with respect to following workmen :

- a. Panchal Ajay N.
- b. Parmar Bharatbhai Ravjibhai
- c. Rusikbhai Ambalal Rahib
- d. Bharatbhai Arvindbhai Raval
- e. Indrajit Bahadursinh Chauhan
- f. Parmar Maheshbhai Premjibhai
- g. Mistry Kamlesh H.
- h. Parmar Pravinkumar Chhanabhai

- i. Khemchand Madanlal Sharma
- j. Narendrasingh G. Negi
- k. Desai Ketankumar Baldevbhai

Same was allowed by the Presiding Officer on 13.02.2013. Since then remaining workmen or the second party have been absent and have not been leading evidence.

2. Therefore the reference is decided as under: The Industrial Dispute raised by Gujarat Employees Union against the management of ONGC Ltd. over regularisation of employees working as contract labour is not justified.

3. The award is passed accordingly.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2016

का.आ. 2333.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ. एन.जी.सी. लिमिटेड के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 1471/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.11.2016 को प्राप्त हुआ था।

[सं. एल-30011/64/2004-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 28th November, 2016

S.O. 2333.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1471/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. ONGC Ltd. and their workman, which was received by the Central Government on 23.11.2016.

[No. L-30011/64/2004-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

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

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,

Dated 13th October, 2016

Reference: (CGITA) No. 1471/2004

The Executive Director, Manager,
ONGC, WRBC, Makarpura Road,
Head Reg. Off. Baroda (Gujarat)

...First Party

V/s.

The Chairman,
ONGC Employees Union,
8, Samarpan Shopping Complex,
Highway Road,
Mehsana (Gujarat) – 384002

...Second Party

For the First Party : Shri K.V. Gadhia

For the Second Party :

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30011/64/2004-IR(M) dated 16.11.2004 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of the ONGC Employees Union, Mehsana for promotion of Shri K.P. Prajapati to the post of Attendant Grade II, Attendant Grade I and Senior Attendant Grade II w.e.f. 01.01.1988, 01.01.1994 and 01.01.2000 respectively, is proper and justified? If so, to what relief the concerned worker is entitled to and what directions are necessary in the matter?”

1. The reference dates back to 16.11.2004. The second party submitted the statement of claim Ext. 3 on 02.05.2005 and the first party submitted the written statement Ext. 7 on 24.09.2008. Since then the second party has been absent and has not been leading his evidence. Thus it appears that the second party is not willing to prosecute the case.
2. Therefore, the reference is disposed of as “the demand of the ONGC Employees Union, Mehsana for promotion of Shri K.P. Prajapati to the post of Attendant Grade II, Attendant Grade I and Senior Attendant Grade II w.e.f. 01.01.1988, 01.01.1994 and 01.01.2000 respectively, is not proper and unjustified” in the absence of the evidence of the second party.
3. The award is passed accordingly.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2016

का.आ. 2334.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ. एन.जी.सी. लिमिटेड एवं अन्य के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 274/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.11.2016 को प्राप्त हुआ था।

[सं. एल-30012/77/1999-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 28th November, 2016

S.O. 2334.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 274/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. ONGC Ltd. and others and their workman, which was received by the Central Government on 23.11.2016.

[No. L-30012/77/1999-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

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

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,

Dated 17th October, 2016

Reference: (CGITA) No. 274/2004

1. The Group General Manager (P),
ONGC Ltd., AvaniBhawan, 5th Floor, Chandkheda,
Ahmedabad (Gujarat)

2. M/s Parishram Labour Co-op, Society Ltd.,
10, Sahajanand Shopping Centre, Shahibaug,
Ahmedabad (Gujarat)

... First Party

V/s

The General Secretary,
Gujarat Petroleum Employees Union,
434/36, Gandhivas Naka, Gujarat Stadium Road,
Sabarmati, Ahmedabad (Gujarat)

...Second Party

For the First Party : Shri K.V. Gadhia

For the Second Party : Kum. Santoshben

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30012/77/99-IR(M) dated 24.01.2000 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of Gujarat Petroleum Employees Union, Ahmedabad to declare that the arrangement through which Sh. ThakorRamajiAtaji employed as Khalasi in ONGC Ahmedabad project is ‘sham and bogus’ and the concerned workman who has been terminated from service w.e.f. 01.04.1998 is entitled for reinstatement and absorption is legal and justified? If yes than to what relief the concerned workman is entitled to and from which date?”

1. The reference dates back to 24.01.2000. The second party submitted the statement of claim Ext. 9 on 06.03.2000 and first party submitted the written statement Ext. 10 on 03.07.2003. Since then the second party has been absent, therefore, a fresh notice was issued to the second party to appear and lead evidence on 04.05.2011 but to no result.
2. Therefore the reference in the absence of the second party is decided as under: the demand of Gujarat Petroleum Employees Union, Ahmedabad to declare that the arrangement through which Sh. ThakorRamajiAtaji employed as Khalasi in ONGC Ahmedabad project is not ‘sham and bogus’ and the concerned workman who has been terminated from service w.e.f. 01.04.1998 is not entitled for reinstatement and absorption is not legal and justified.
3. The award is passed accordingly.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2016

का.आ. 2335.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ईसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ सं. 167/1999, 18/2002 एवं 20/2002) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.11.2016 को प्राप्त हुआ था।

[सं. एल-22012/131/1999-आईआर (सीएम-II),
सं. एल-22012/526/1999-आईआर (सीएम-II),
सं. एल-22012/526/1999-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 28th November, 2016

S.O. 2335.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 167/1999, 18/2002 and 20/2002) 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. ECL and their workmen, received by the Central Government on 28.11.2016.

[No. L-22012/131/1999-IR (CM-II),
No. L-22012/526/1999-IR (CM-II),
No. L-22012/526/1999-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. 167 OF 1999,****REFERENCE NO. 18 OF 2002,****REFERENCE NO. 20 OF 2002****PARTIES:**

The management of Bansra Colliery of M/s. E.C.L.

Vs.

Their Workmen

REPRESENTATIVES:

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

For the union (Workman) : Sri N. Ganguly, Learned Advocate

Industry : Coal

State : West Bengal

Dated : 04.10.2016

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-22012/131/1999-IR(C-II) dated 20.09.2002, No. L-22012/526/99-IR(CM-II) dated 21.06.2002 & No. L-22012/526/99-IR(CM-II) dated 21.06.2002 has been pleased to refer the following disputes for adjudication by this Tribunal.

SCHEDULE

(Reference No. 167 of 1999 - No. L-22012/131/1999-IR(C-II) dated 02.09.2002)

“Whether the action of the management of Bansra Colliery of Kunustoria Area of M/s. ECL in fixing the pay of Sh. Kamruddin Ansari and 109 others at the time of conversion from piece rated to time rated and in not fixing the pay of Ghana Swain and 93 others in terms of National Coal Wages Agreement – V is proper and justified? If not, to what relief the workmen are entitled to?”

(Reference No. 18 of 2002 - No. L-22012/526/99-IR(CM-II) dated 21.06.2002)

“Whether the action of the management of Bansra Colliery under E.C.Ltd., Po: Banshra in denying the fitment of pay in respect of 97 workers under NCWA- ‘V’ is justified? If not, to what relief the workmen are entitled?”

(Reference No. 20 of 2002 - No. L-22012/526/99-IR(CM-II) dated 21.06.2002)

“Whether the action of the management of Bansra Colliery under E.C.Ltd., Po: Banshra in denying the fitment of pay in respect of 97 workers under NCWA- ‘V’ is justified? If not, to what relief the workmen are entitled?”

1. Having received the Order No. L-22012/131/1999-IR(C-II) dated 20.09.2002, No. L-22012/526/99-IR(CM-II) dated 21.06.2002 & No. L-22012/526/99-IR(CM-II) dated 21.06.2002 of the above said references from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the disputes, reference case No. 167 of 1999, 18 of 2002 & 20 of 2002 were registered on 17.12.1999, 08.07.2002 & 18.07.2002 respectively. Accordingly orders to that effect were 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.

Reference No. 167 of 1999

2. The General Secretary of Colliery Mazdoor Sabha has filed written statement. He has filed 2 (Two) lists of workmen. The union has stated in brief that Sri Kamruddin Ansari & 103 others mentioned in the list were converted from piece rated workers to time rated workers. These workers are entitled to get their wages fixed, following the principles of protection of pay taking into account the special piece rated allowance and group wages at the time of conversion from piece rated to time rated job some time in the year 1994. Out of 104 workers the management fixed the wages protecting the pay of about 47 workers. But the same has been paid only from August, 2000 whereas

concerned workmen are entitled to get the same from the date of their conversion i.e. from 04.04.1994. The lists of 47 workers are annexed with the written statement. Management is fully aware that they have no right to lower the wages of workmen and the protection of pay ought to be granted. Protection of pay is the basic principle of service jurisprudence and no body has right to violate the same. This is unfair labour practice. The management has no right to lower the wages fixed wrongly the pay of their workmen without any fault of workmen and protection of pay ought to be granted from date of conversion. Denial of protection of pay tantamount to denial of fundamental rights as well as human rights and violation of the same are not permissible under any provision of law.

3. The union has filed the list of Sri Ghana Swain & 93 others who have been converted from piece rated to time rated in the year 1992 following N.C.W.A.- IV (National Coal Wage Agreement –IV). The aforesaid 94 workmen namely Sri Ghana Swain and 93 others at the time of their conversion the principles of protection of pay had been followed and their wages had been fixed following N.C.W.A.- IV. But thereafter N.C.W.A.- V which have been signed in the month of December, 1996 and have been given affect from 01.01.1991 and as such at the time of conversion of the aforesaid 94 workmen which took place in the year 1992. Their pay ought to have been fixed following N.C.W.A.- V, taking into account the Special Piece Rated amount and Group Wages as per N.C.W.A.- V. Due to non-fixation of pay of concerned workmen following N.C.W.A.- V each workman is suffering from huge financial loss without their fault. By virtue of N.C.W.A.- V the wages of workers are to be revised and their wages ought to be fixed following N.C.W.A.- V first and thereafter the same ought to be fixed in the time rated job following the protection of pay taking into account SPRA and Group Wages denial by management is unfair labour practice. The union has prayed that Sri Kamruddin Ansari & 103 others are entitled to re-fix their wages following the principles of protection of pay from the date of their conversion from piece rated to time rated together with interest and to hold that Sri Ghana Swain & 93 others are entitled to get their pay fixed following N.C.W.A.- V taking into account of SPRA and Group Wages as per N.C.W.A.- V and are entitled to get arrears of pay from date of their conversion together with interest.

4. The agent of Bansra Colliery of Kunustoria Area of M/s. Eastern Coalfields Limited has filed written statement, denying the claim of union. The Agent of Bansra Colliery of Kunustoria Area of M/s. Eastern Coalfields Limited has stated, in brief, in his written statement that matter is not maintainable on the ground and the union has no authority to represent the workmen in the instant dispute. The union has agitated the dispute before Assistant Labour Commissioner (Central), Raniganj by their letter 08.05.1999 and again agitated before Assistant Labour Commissioner (Central), Asansol by letter dated 10.05.1999. The conversion was done in accordance with voluntarily declaration of the concerned workmen and they are regularized for the post they are entitled to, after conversion. The wages provided to them as per with the post and in accordance with the circular in this regard. Claim of inclusion of SPRA and Group Wages with Basic Wages can not be considered because the workmen who are engaged in the work of piece rated work only they will be entitled to have the benefits of Special Allowance. After conversion of job according to their desire they are stopped to claim beyond the wages provided in N.C.W.A. for the post they are regularized. The action of management is proper and justified and the workmen are not entitled to any relief.

5. The union has filed rejoinder written statement and has denied the allegation of the Agent of Bansra Colliery of Kunustoria Area of M/s. Eastern Coalfields Limited. They have stated that the statement made in the written statement of the Agent of Bansra Colliery of Kunustoria Area of M/s. Eastern Coalfields Limited are vague and not supported by any document or any statutory provisions of law and have been denied. The union has stated that the statement contained in the written statement of the Agent of Bansra Colliery of Kunustoria Area of M/s. Eastern Coalfields Limited are incorrect vague and indefinite and in utter violation of the Industrial Dispute Act, 1947.

6. The union has filed following documentary evidences :-

(i) Xerox copy of the letter dated 03.03.2000 addressed to Dy. C.P.M. of Kunustoria Area of M/s. Eastern Coalfields Limited by the Personnel Manager (E&IR), (ii) Xerox copy of the letter dated 16.03.1999 addressed to the letter dated 16.03.1999 addressed to the Dy. C.P.M. of Kunustoria Area of M/s. Eastern Coalfields Limited by the General Manager (P&IR), (iii) Xerox copy of the letter dated 05.02.1999 sent to the Secretary to the Government of India, Ministry of Labour by the Assistant Labour Commissioner (Central), Raniganj, (iv) Xerox copy of the letter dated July, 1994 to the General Manager of Kunustoria Area of M/s. Eastern Coalfields Limited by the General Manager (P&IR), (v) Xerox copy of the letter Ref. No. A.KNT/P&IR/PRTR/1486 dated 11.05.1993.

The union has filed affidavit of Sri Uday Gangopadhyay, Sri Kajal Chandra Dhibar and Sri Juman Mia. The learned advocate of Bansra Colliery of Kunustoria Area of M/s. Eastern Coalfields Limited has cross-examined these witnesses.

The Agent of Bansra Colliery of Kunustoria Area of M/s. Eastern Coalfields Limited has not filed any documentary or oral evidence.

7. I have heard Sri N. Ganguly, learned advocate on behalf of the workmen and Sri P. K. Goswami, learned advocate on behalf of the management.

8. The learned advocate of the management Sri P. K. Goswami has argued that the concerned workmen were converted from piece rated workers to time rated workers on the request of concerned workmen. The allowances which are admissible to the employees working in the piece rated are not admissible to the employees working in the time rated. Since conversion from piece rated to time rated was affected on the request of concerned workmen they are not entitled to get allowances admissible to piece rated employees. The reference is not maintainable.

On the other hand Sri N. Ganguly, learned advocate on behalf of the workmen has argued that protection of pay is the basic concept of service jurisprudence and at the time of conversion the management is duty bound to fix the pay of the workers following the principles of protection of pay. Moreover the pay has been protected for 47 workmen out of 104 workmen mentioned in the list of Sri Kamruddin Ansari. But in the same list the pay has not been protected for 57 workmen even the pay of 47 workmen ought to have been protected from 04.04.1994 whereas pay protection has been granted from August, 2000. In the second list of Sri Ghana Swain the pay protection has been granted as per N.C.W.A.- IV. At the relevant time N.C.W.A.- V was applicable therefore their pay ought to have been protected as per N.C.W.A.- V. It has been argued by Sri N. Ganguly that there is no oral or documentary evidence that conversion has been affected as per request of concerned workmen. Even if conversion has been affected from piece rated to time rated as per request of concerned workman even then denial of protection of pay is denial of fundamental right.

9. The aforesaid reference has two facets :—

- (a) Whether the fixation of pay of Sri Kamruddin Ansari & 103 others are proper and justified at the time of their conversion from piece rated to time rated job.
- (b) Whether Sri Ghana Swain & 93 others are entitled to get fixation of pay following the N.C.W.A.- V.

10. The union has specifically stated in Para- 4 of their written statement that out of 104 workmen mentioned in the reference, the pay of 47 workers had been properly fixed and paid in the year 2000. But they are entitled to get the same on and from 04.04.1994, the date of their conversion. There appears to be no difference between the 47 workmen who have already been granted pay protection in the year 2000 and the rest 57 workmen whose names are in the same list. The Agent of Bansra Colliery of Kunustoria Area of M/s. Eastern Coalfields Limited has stated in his written statement that the workers were voluntarily converted from piece rated job to time rated job, but it has not been supported by any document. No document has been filed to substantiate their allegation. Even Bansra Colliery of Kunustoria Area of M/s. Eastern Coalfields Limited has not examined any witness to prove the allegation contained in the written statement. Even if for sake of argument it is presumed that the workers on their own accord have been converted from piece rated to time rated in that case also the management has no right to reduce the wages, ignoring the basic principles of protection of pay, particularly when the management has granted pay protection to 47 workmen of the same list who are placed in the same circumstances. Agent of Bansra Colliery of Kunustoria Area of M/s. Eastern Coalfields Limited has not clarified that, what was the basis for granting the protection of pay to 47 workmen, and grounds of refusal of protection of pay to rest of the workmen. If management had granted the pay protection from August, 2000 then why he refused to grant protection of pay from date of conversion from piece rated to time rated to rest of the workmen. It clearly appears to be unfair labour practice.

11. So far as point (b) of the reference is concerned related to Sri Ghana & 93 others in the year 1992 protection of pay had been granted and following the same the pay of Sri Ghana Swain & 93 others have been fixed when N.C.W.A.- IV was followed. Later on N.C.W.A.- V came into play which has been given effect on and from 01.07.1991 and consequently the pay of the workers namely Sri Ghana Swain & 93 others ought to have been fixed following N.C.W.A.- V. The authorized representative of the union and 2 (Two) concerned workmen have been examined on behalf of the workmen. They have been cross-examined at length. In oral evidence they supported the statements mentioned in the written statement of the union at the same time management failed to prove their case made out in their written statement. As per letter dated 03.03.2000 it is apparent that the management agreed to pay the wages claimed and they have paid the same benefits to all other workmen situated in similar circumstances in the year 1999. On so many occasions the management took the matter of re-fixation of pay of the workmen and payment of the same which is evident from the letter dated 16.03.1999.

12. In view of above discussion the action of management of Bansra Colliery of Kunustoria Area of M/s. Eastern Coalfields Limited in fixing the pay of Sri Kamruddin Ansari & 103 others at the time of conversion from piece rated to time rated and in not fixing the pay of Sri Ghana Swain & 93 others in terms of National Coal Wage Agreement - V is not proper and unjustified. The management of Bansra Colliery of Kunustoria Area of M/s. Eastern Coalfields Limited is directed to calculate the arrears of wages w.e.f. 04.04.1994, the date of their conversion and to pay the same to the concerned workmen. Management of Bansra Colliery of Kunustoria Area of M/s. Eastern Coalfields Limited is directed to fix the pay of 94 workmen namely Sri Ghana Swain & 93 others following the National Coal Wage Agreement - V from their respective date of conversion in the year 1992 and to calculate the arrear of wages and to pay the same.

Copy of this order be kept in :-

Reference No. 18 of 2002 & Reference No. 20 of 2002

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, 28 नवम्बर, 2016

का.आ. 2336.—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. 80/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28.11.2016 को प्राप्त हुआ था।

[सं. एल-22012/313/2004-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 28th November, 2016

S.O. 2336.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 80/2005) 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. ECL and their workmen, received by the Central Government on 28.11.2016.

[No. L-22012/313/2004-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. 80 OF 2005

PARTIES:

The management of Amritnagar Colliery of M/s. ECL.

Vs.

Shri Baijnath Hansda

REPRESENTATIVES:

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

For the union (Workman) : Sri H. L. Soni, Representative of the Union

Industry : Coal

State : West Bengal

Dated: 19.10.2016

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-22012/313/2004 - IR(CM-II)** dated 15.07.2005 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Amritnagar Colliery of M/s Eastern Coalfields Limited in dismissing Shri Baijnath Hansda from services vide order dated 16/17.11.2001 is legal and justified? If not, to what relief the concerned workman is entitled?

Having received the Order **NO. L-22012/313/2004-IR(CM-II)** dated 15.07.2005 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. **80 of 2005** was registered on 17.08.2005 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

Case called out. Sri P.K. Das, Ld. Advocate appears for the management. None appears on behalf of the Union.

On perusal of the case record it is found that so far 49 dates have been granted but the Union/Workman neither appearing nor taking any step since long. The case was fixed for evidence of Workman on 07.07.2015. The representative of the Union, Sri H. L. Soni was present on 18.02.2016 and he prayed for time. But thereafter he never appeared before the Court even after 3 dates. It seems that the Workman/Union is now not at all interested to proceed with the case further. The case is also very old – of the year 2005. 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, 28 नवम्बर, 2016

का.आ. 2337.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ईसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ सं. 13/1996) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.11.2016 को प्राप्त हुआ था।

[सं. एल-22012/351/1995-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 28th November, 2016

S.O. 2337.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 13/1996) 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. ECL and their workmen, received by the Central Government on 28.11.2016.

[No. L-22012/351/1995-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. 13 OF 1996

PARTIES:

The management of Shyamsundarpur Colliery of M/s. E.C.L.

v/s

Sri Subrata Kumar Nandi

REPRESENTATIVES:

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

For the union (Workman) : Sri G. P. Mal, Ld. Adv. & Sri S. Banerjee, Union Rep.

Industry : Coal

State : West Bengal

Dated : 14.10.2016

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-22012/351/95-IR(C-II)** dated 13.03.1996 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Shyamsundarpur Colliery under Bankola Area of ECL in dismissing the services of Sri Subrata Kumar Nandi, Ex- General Mazdoor is legal and justified? If not, to what relief the concerned workman is entitled to?”

1. Having received the Order NO. L-22012/351/95-IR(C-II) dated 13.03.1996 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 13 of 1996 was registered on 19.03.1996. 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 workman Sri Subrata Kumar Nandi has alleged in his written statement that he was a permanent employee Shyamsundarpur Colliery of M/s. Eastern Coalfields Limited. He was suffering from Chronic Infection Hepatitis. He was undergoing medical treatment at Khadra P.H.C. from 13.07.1988 to 20.11.1991. He was advised to take rest as such he could not attend his duty since 13.07.1988. For his absence he was chargesheeted. He duly replied the Chargesheet stating all the material facts along with Medical Certificate. But the management did not consider the reply as satisfactory and held an enquiry into the charges against Sri Subrata Kumar Nandi. The workman requested the Enquiry Officer by submitting the application for postponement of enquiry due to his illness. But thereafter he was not further informed about the adjourned dates of enquiry. The enquiry proceeding held ex-parte without intimation to him. The workman was not afforded opportunity to defend himself in the enquiry proceeding. The enquiry was conducted in violation of principles of natural justice. The workman by letter dated 22.03.1991 requested the management to refer him to medical board regarding his fitness. But management dismissed him from service w.e.f 27/31.10.1991. Before issuing dismissal order management did not supply copy of Enquiry Report and proposed punishment. The dismissal order is void ‘*ab-initio*’ and liable to be set-a-side. Quantum of punishment is too harsh and disproportionate. The workman has prayed that the order of dismissal may be set-a-side and management of Shyamsundarpur Colliery of M/s. Eastern Coalfields Limited may directed to reinstate Sri Subrata Kumar Nandi with further direction to pay all his Back Wages & other legal dues with other incidental benefits.

3. The Agent of Shyamsundarpur Colliery of M/s. Eastern Coalfields Limited has denied the allegation of workman in his written statement. The Agent of Shyamsundarpur Colliery of M/s. Eastern Coalfields Limited has alleged in his written statement that the ex-General Mazdoor was absent from his duty without any prior permission or authorized leave since 24.06.1988 for about 2 (Two) years. The concerned workman was chargesheeted for his act of misconduct as per the provisions of standing order. The concerned workman failed to submit any reply to the Chargesheet. The management decided to hold a domestic enquiry by appointing an independent Enquiry Officer to enquire into the said charges. Notice of enquiry was duly sent to the concerned workman. Although the concerned workman sought adjournment for the postponement of the date of enquiry, ultimately he did not attend the said enquiry. Due to non participation in the enquiry by the concerned workman the enquiry was held ex-parte by the Enquiry Officer. In enquiry proceeding charge against the workman was established and proved. Punishing authority after a careful consideration of Chargesheet, Enquiry Proceeding, and Enquiry Report and other connected papers awarded the order of dismissal of the concerned workman from service. Punishment of dismissal from service is quite proportionate and in accordance with the gravity of misconduct. The ex-workman never reported before the management during his period of absence neither he sent any information in support of his absence. The reference may be closed as no dispute.

4. The workman has filed following documentary evidences:-

(i) Reply of Chargesheet with Medical certificate received No. 3025 dated 12.07.1988, (ii) Application dated 22.03.1991, (iii) Chargesheet Ref. No. 4357 with 2nd Notice No. 2204 dated 29.05.1991, (iv) Reply of 2nd Notice dated 19.6.1991 received no. 2094, (v) Final Notice Ref. No. 2958 dated 25.07.1991, (vi) Reply of Final Notice Received No. 2829 dated 21.08.1991, (vii) Dismissal letter Ref. No. 4329 dated 27/31.10.91, (viii) Reply with Medical Certificate received no. 4625 dated 21.11.1991.

Sri Subrata Kumar Nandi has filed affidavit in his evidence. He has been cross-examined by the learned advocate of the Shyamsundarpur Colliery of M/s. Eastern Coalfields Limited.

The Management of Shyamsundarpur Colliery of M/s. Eastern Coalfields Limited has filed following documentary evidences:-

(i) Enquiry Proceedings, (ii) Enquiry Report, (iii) Chargesheet, (iv) Letter of the concerned workman addressed to the Agent of Shyamsundarpur Colliery with copy to Enquiry Officer, (v) Notice of Enquiry.

The Management of Shyamsundarpur Colliery of M/s. Eastern Coalfields Limited has not filed any affidavit in oral evidence.

5. I have heard the argument of Sri Gaya Prasad Mal, learned advocate & Sri Sushil Banerjee, organizing secretary of the union on behalf of the workman Sri Subrata Kumar Nandi and Sri P. K. Das, learned advocate on behalf of the Shyamsundarpur Colliery of M/s. Eastern Coalfields Limited.

6. Sri Gaya Prasad Mal, learned advocate has argued on behalf of workman that the workman was absent for the period of 2 years under compelling circumstances due to his serious illness. The Enquiry Officer conducted the enquiry proceeding ex-parte in absence of concerned workman. 2nd Show Cause notice was not issued to the workman before passing the order of dismissal. Even competent authority has not passed the Dismissal Order, the Agent of Shyamsundarpur Colliery of M/s. Eastern Coalfields Limited has passed the Dismissal Order who is not authorized to pass order for dismissal. Punishment of dismissal is too harsh. The union representative has filed written argument also.

On the other hand Sri P. K. Das, learned advocate has argued that enquiry proceeding can not be challenged at this stage because union representative has admitted on 02.11.1998 that enquiry proceeding is valid.

7. It is admitted fact that the workman Sri Subrata Kumar Nandi was a permanent employee of Shyamsundarpur Colliery of M/s. Eastern Coalfields Limited. He was absent for more than 10 days. Domestic enquiry was conducted by the management against Sri Subrata Kumar Nandi for his absence. He was dismissed from service. The delinquent workman has challenged not only the punishment but also the enquiry proceeding for want of compliance of principles of natural justice. The Agent of Shyamsundarpur Colliery of M/s. Eastern Coalfields Limited has denied the allegation of non-compliance of natural justice in enquiry proceeding and has alleged that the punishment is reasonable and proportionate to the misconduct of workman.

8. The workman has alleged in his written statement that he was absent from duty from 13.7.88 to 20.11.1991 for which domestic enquiry was conducted, whereas agent of Shyamsundarpur Colliery of M/s. Eastern Coalfields Limited has alleged in his written statement that enquiry was conducted for the absence from duty for a period of 2 years from 24.06.1988. Workman has alleged in his affidavit that he did not come to his duty from 18.04.1987 due to his illness. From perusal of Chargesheet Ref. No. SHYAM:PD: :90:4357 dated 27.10.1990, it transpires that workman has been chargesheeted for absence of 2 years, but in Chargesheet there is no mention of any date from which period of absence the workman was chargesheeted. Sri S. Mandal, management witness on contrary has stated that Sri Subrata Kumar Nandi was absented from October, 1988. Chargesheet is the foundation of enquiry proceeding. The domestic enquiry commences with the service of the Chargesheet. The delinquent workman must be informed clearly, precisely and accurately of the charges levelled against him. It is the duty of the Enquiry Officer to indicate the delinquent employee not only the precise nature of charges but also the documents, if any upon which the charges are based. This all more necessary where the charges are of general nature and relates to a period of time. The Chargesheet should specifically set out all the charges which the workman is called upon to show cause against and should also state all relevant particulars. The object of this requirement is that the delinquent workman must know what he is charged with and have the amplest opportunity to meet the charge and to defend himself by giving a proper explanation after knowing the nature of the offence with which he is charged otherwise it will amount to his being condemned unheard. If the charges are imprecise or indefinite, the person charged would not be able to understand them and defend himself effectively and resulting enquiry would not be fair. The delinquent workman Sri Subrata Kumar Nandi due to illiteracy may be incorrect regarding his period of absence. But when domestic enquiry is conducted for unauthorized absence the exact period of absence from duty for which the delinquent workman is charged with should accurately and precisely be informed. It is quite strange that in written statement of Shyamsundarpur Colliery of M/s. Eastern Coalfields Limited that the alleged unauthorized absence of delinquent workman since 24.06.1988 whereas the management witness Sri S. Mandal has stated in his evidence that the absence of Sri Subrata Kumar Nandi was from October, 1988. The Enquiry Officer in his Enquiry Report has mentioned the absence of Sri Subrata Kumar Nandi from duty since October, 1988. But this period has not mentioned in the Chargesheet. No amount of evidence can cure the defect of Chargesheet. This circumstance clearly indicates that till initiation of enquiry the Enquiry Officer was not aware about the period of absence of the concerned workman. Even the management witness did not file the copy of attendance register as provided in mines rules.

9. Hon'ble Apex Court in Brij Bihari Singh v/s Bihar State Financial Corporation, 2016 (148) FLR page 197 has held:

“ It is well settled that a person who is required to answer a charge imposed should know not only the accusation but also the testimony by which the accusation is supported. The delinquent must be given fair chance to hear the evidence in support of the charge and to cross-examine the Witnesses who prove the charge. The delinquent must also be given a chance to rebut the evidence led against him. A departure from this requirement violates the principles of natural justice. Furthermore, the materials brought on record pointing out the guilt are required to be proved. If the enquiry report is based on merely ipse dixit and also conjecture the surmise cannot be sustained in law. ”

10. From perusal of enquiry proceeding it transpires that date of enquiry was fixed on 25.04.1991, 19.06.1991 and 21.08.1991. The delinquent workman requested in writing for postponement of date due to his illness on ground of his illness scheduled to be held on 19.6.91 and 21.8.91. The letter of delinquent workman confirms that the notice of enquiry was duly served on him. Due to non-participation in enquiry by the delinquent workman the Enquiry Officer decided to proceed ex-parte against the workman on 21.08.1991. The Enquiry Officer recoded the statement of Sri S. Mandal, management witness on 21.08.1991. On 22.08.1991 the Enquiry Officer submitted Enquiry Report without fixing a date for defence evidence. It is settled law that if delinquent workman did not appear on the schedule date of enquiry he will lose the opportunity of cross-examination. But still he has right to adduce defence evidence. Thought the enquiry officer was right in proceeding ex-parte but he was duty bound to fix a date for defence of workman. If workman after notice of defence evidence does not appear to adduce defence evidence then enquiry proceeding will commence further. The Enquiry Officer after only affording opportunity of defence evidence to the delinquent could submit his report.

11. From perusal of record it appears that the competent authority has not issued 2nd Show Cause notice before passing order of dismissal. In the Order of Dismissal Ref. No. SHYAM/PD/91/4329 dated 27/31.10.1991 there is no mention of 2nd Show Cause notice. In view of law propounded Hon'ble Apex Court in Union of India & Others v/s Mohd. Ramzan Khan, 1990 (61) FLR 376, 2nd Show Cause Notice to the proposed punishment before passing the order of termination is mandatory. When the rights are affected, the principle of natural justice had to be observed. A departmental enquiry, devoid of principle of natural justice can not be accepted. The misconduct of any delinquent workman has to be proved in accordance with law. The dismissal of workman by any procedure unknown to law is not only illegal and unjustified but requires correction.

12. As per Clause 28:6 of Certified Standing Order of M/s. Eastern Coalfields Limited the approval of competent authority (above the chargesheeting authority) specified by the managing director for this purpose from time to time shall be obtained before imposing the punishment of dismissal / discharge / removal from service of a workman. But the Order of Dismissal Ref. No. SHYAM/PD/91/4329 dated 27/31.10.1991 has been issued by Agent of Shyamsundarpur Colliery of M/s. Eastern Coalfields Limited. As per Certified Standing Order the Managing Director is competent authority for imposing punishment of dismissal / discharge / removal from service of workman, if power has not been delegated to some other person. The Agent of Shyamsundarpur Colliery of M/s. Eastern Coalfields Limited is not authorized to pass dismissal order. On 05.07.2016 the argument of both sides was heard after conclusion of argument Tribunal requested to the learned counsel of Shyamsundarpur Colliery of M/s. Eastern Coalfields Limited to file copy of dismissal order passed by competent authority, if any, and fixed the date 17.8.16. On 17.08.2016 the learned counsel failed to file the dismissal order by com authority in reference to order dated 05.07.2016. Tribunal with no option left requested to the learned counsel of Shyamsundarpur Colliery of M/s. Eastern Coalfields Limited to file dismissal order by competent authority within a week and reserved the order. In spite of giving opportunity by the tribunal the learned counsel of Shyamsundarpur Colliery of M/s. Eastern Coalfields Limited did not file the copy of dismissal order passed by competent authority other than the Agent of Shyamsundarpur Colliery of M/s. Eastern Coalfields Limited.

13. According to Chargesheet the workman had been absent for a period of 2 years. Though it is long period for which departmental enquiry can be conducted and if guilt is proved the workman can be punished. But before punishment of dismissal which is a major punishment there should be valid impartial and bona fide enquiry. If enquiry has been conducted in biased manner in violation of principles of natural justice, the punishment on the basis of such enquiry can not be accepted. The disciplinary proceeding against the workman is quasi judicial in nature. Before imposing a punishment the disciplinary authority must apply its mind to the record of its proceeding i.e. Chargesheet, Statement of Witnesses, Enquiry Report, Enquiry Proceeding and all other connected papers. If a person is deprived of its right to livelihood it means he has been deprived from his life. Such deprivation can be effected by a valid, impartial and bona fide enquiry. Without conducting a valid and impartial domestic enquiry the punishment of dismissal is illegal. So far as admission of union advocate regarding validity of enquiry proceeding on 02.11.1998 does not make any difference. The workman / union has challenged enquiry proceeding in his written statement therefore unless his written statement is amended by union or workman and withdraws the allegation regarding invalid enquiry his admission will make no difference on merit of reference which is apparent on the record.

14. The workman has filed affidavit on 08.08.2012 in his oral evidence. As per his affidavit his age in August, 2012 was 52 years. At present his age will be approximately more than 56 years. It indicates had he not been dismissed he

would have been in service at present. The workman has not pleaded in his written statement or in his affidavit that he was not gainfully employed anywhere else during the period of dismissal. An employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority that he was not gainfully employed during period of dismissal. But since the workman has not pleaded or given statement in his affidavit that he was not gainfully employed anywhere else or he was unemployed during period of dismissal, then he was not entitled to get any Back Wages from the date of dismissal i.e. 31.10.1991. It is sufficient that he is awarded 50% of Back Wages from the date of dismissal.

15. In view of whole facts and circumstances discussed above the action of management of Shyamsundarpur Colliery of M/s. Eastern Coalfields Limited in dismissing the services of Sri Subrata Kumar Nandi ex-General Mazdoor is illegal and unjustified. The dismissal order dated 31.10.1991 of Sri Subrata Kumar Nandi from service is hereby set-aside. The agent of Shyamsundarpur Colliery of M/s. Eastern Coalfields Limited is directed to reinstate Sri Subrata Kumar Nandi in service. It is further directed that Sri Subrata Kumar Nandi will be entitled to get 50% Back Wages from the date of dismissal i.e. 31.10.1991 with all consequential benefits. Sri Subrata Kumar Nandi will be imposed punishment of stoppage of 4 annual increments without cumulative effect.

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, 28 नवम्बर, 2016

का.आ. 2338.—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. 02/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28.11.2016 को प्राप्त हुआ था।

[सं. एल-22012/244/2006-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 28th November, 2016

S.O. 2338.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 02/2007) 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. ECL and their workmen, received by the Central Government on 28.11.2016.

[No. L-22012/244/2006-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. 02 OF 2007

PARTIES:

The management of J. K. Ropeways of M/s. E.C.L.

v/s

Sri Shiv Charan Rajwar

REPRESENTATIVES :

For the management : Sri Indrajit Mukherjee, Learned Advocate

For the union (Workman) : Sri G. P. Mal, Learned Advocate

Industry : Coal

State : West Bengal

Dated : 17.10.2016

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-22012/244/2006-IR(CM-II)** dated 28.12.2006 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of J. K. Ropeways of M/s. ECL in dismissing Sri Shiv Charan Rajwar from service w.e.f. 08.11.2004 is legal and justified? If not, to what relief is the workman entitled?”

1. Having received the Order **No. L-22012/244/2006-IR(CM-II)** dated 28.12.2006 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. **02 of 2007** was registered on 16.01.2007. 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 deceased workman Sri Shiv Charan Rajwar has alleged in his written statement that he was in employment of the company as BM/HA at J. K. Ropeways of M/s. Eastern Coalfields Limited. The workman was absent from duty from 29.01.2003 due to his sickness which was beyond his control. He was chargesheeted vide Chargesheet No. ECL/JKR/CS/Pt-XII/2014 dated 14/15.11.2003. When he reported for duty he was not allowed, rather workman was informed that he was dismissed from service of the company. The workman has alleged that neither he received Chargesheet nor Enquiry Report. Workman was thrown, without giving him any opportunity to defend himself. The enquiry was held ex-parte. Principle of Natural Justice was denied to the workman. Workman was not served with 2nd Show Cause Notice before awarding him punishment of dismissal. The Agent of J. K. Ropeways of M/s. Eastern Coalfields Limited dismissed the workman from the service of the company w.e.f. 08.11.2004 vide his Order No. ECL/JKR/CS/Pt. XIV/912 dated 08.11.2004. The dismissal of workman is illegal and unjustified. The workman is out of job since then and his whole family is on the verge of starvation. The workman Sri Shiv Charan Rajwar has prayed that award may be passed to reinstate the workman in service with full back wages from the date of dismissal and all the consequential benefits.

The concerned workman Sri Shiv Charan Rajwar expired on 04.05.2014 during pendency of the reference. His only legal heir his wife Smt. Champa Debi Rajwar has been substituted on 09.09.2015.

3. The Agent of J. K. Ropeways of M/s. Eastern Coalfields Limited has denied the allegation of the workman in his written statement. He has alleged that the workman Sri Shiv Charan Rajwar remained absent from duty from 29.01.2003 onwards without any prior intimation or sanctioned leave which is a gross misconduct on his part. Therefore delinquent workman was chargesheeted vide Chargesheet No. ECL/JKR/CS/Pt.XII/2014 dated 14/15.11.2003 as per section 26:29 of the Certified Standing Order of M/s. Eastern Coalfields Limited for unauthorized absent for duty without leave or permission. The chargesheeted workman Sri Shiv Charan Rajwar received the Chargesheet. He submitted reply alleging *inter alia* that he was unable to attend his duty due to sickness from 28.01.2003, but he failed to submit proof of such alleged illness or to give any cogent explanation as to why no prior intimation of such alleged illness was served to the management. The explanation of workman being unsatisfactory an independent Enquiry Officer was appointed for holding the domestic enquiry. Sri Shiv Charan Rajwar was issued successive notice of the enquiry proceeding scheduled to be held 10.03.2004, 30.03.2004, 05.05.2004 & 26.07.2004. But workman did not appear or participate in the enquiry proceeding on any of the date fixed for the enquiry. Ultimately enquiry was held ex-parte on 26.07.2004. The Enquiry Officer submitted Enquiry Report after conclusion of enquiry. The competent authority after careful consideration of the Enquiry Report and enquiry proceeding and other relevant papers was satisfied that the charges against workman was proved, passed the order of dismissal of the workman from the service. Before passing dismissal order management forwarded the copy of Enquiry Report and Show Cause notice at his home address. The said notice was also published in widely circulated newspaper of the locality “Jatiya Patrika” on 20.09.2004 directing Sri Shiv Charan Rajwar to show cause within 15 days of such application why proposed punishment should not be imposed. But despite the same Sri Shiv Charan Rajwar failed to submit any reply against Show Cause notice therefore the competent authority dismissed Sri Shiv Charan Rajwar from service vide Order No. ECL/JKR/CS/Pt. XIV/912 dated 05/08.11.2004. The demand for reinstatement of Sri Shiv Charan Rajwar is unjustified, illegal and mala fide. The management denied that the whole family of Sri Shiv Charan Rajwar is on the verge of starvation. Management denied that Sri Shiv Charan Rajwar was undergoing treatment or the same was within the knowledge of the management. Sri Shiv Charan Rajwar never sent any proof of the alleged illness. Punishment is not in any way disproportionate to the gravity of misconduct the union is not entitled to any relief

4. The workman Sri Shiv Charan Rajwar has filed affidavit before his death in his oral evince. He has been cross-examined by the learned advocate of the J. K. Ropeways of M/s. Eastern Coalfields Limited.

The workman has not filed any documentary evidence.

The Agent of J. K. Ropeways of M/s. Eastern Coalfields Limited has filed affidavit of Sri Arup Kumar Dutta as oral evidence he has been cross-examined.

The Agent of J. K. Ropeways of M/s. Eastern Coalfields Limited has field following documentary evidence :-

(i) Office copy of Chargesheet dated 14/15.11.2003 issued to Sri Shiv Charan Rajwar, (ii) Original reply of Sri Shiv Charan Rajwar dated 31.12.2003 in response to the Show Cause notice, (iii) Office copy of the Order dated 23/27.01.2004 appointing the Enquiry Officer, (iv) Office copies of notices hearing dated 25/27.02.2004, 15.03.2004, 20/21.04.2004 & 10/13.07.2004 by the Enquiry Officer, (v) Office copy of the enquiry proceedings held on 10.03.2004, (vi) Office copy of the enquiry proceedings held on 26.07.2004, (vii) Office copy of 2nd Show Cause notice dated 01.09.2004, (viii) "Jatiyo Patrika" dated 20.09.2004, (ix) Office copy of letter dated 28/29.10.2004 from P.M. of J. K. Ropeways to Agent of J. K. Ropeways approving punishment of dismissal, (x) Office copy of letter of dismissal dated 05/08.11.2004, (xi) 5 (Five) 'returned' Envelopes addressed to Sri Shiv Charan Rajwar.

5. Sri Indrajit Mukherjee, learned advocate who was conducting the case on behalf of J. K. Ropeways of M/s. Eastern Coalfields Limited did not appear. Tribunal sent notice twice, but even after service of notice to J. K. Ropeways of M/s. Eastern Coalfields Limited none appeared on behalf of J. K. Ropeways of M/s. Eastern Coalfields Limited. I have heard the argument of Sri G. P. Mal, learned advocate on behalf of Smt. Champa Debi Rajwar widow of deceased Sri Shiv Charan Rajwar.

6. Sri G. P. Mal, learned advocate has argued that the deceased workman was absent form duty for only 9 months due to his sickness. For absence of mere 9 months due to sickness, punishment of dismissal is too harsh and unjustified. He also argued that domestic enquiry against the workman is biased vitiated and unfair. There is no compliance of natural justice.

7. It is not disputed that the workman Sri Shiv Charan Rajwar was absent from duty. As per allegation of workman he was sick. After domestic enquiry concerned workman was dismissed form service. The workman was substituted by his wife. He has alleged that enquiry was biased, opportunity of cross-examination has not been provided to him. But this fact has been denied by the Agent of J. K. Ropeways of M/s. Eastern Coalfields Limited in his written statement.

8. Chargesheet has been issued to the workman on 14/15.11.2003 and his explanation has been called for. In reply to the Chargesheet Sri Shiv Charan Rajwar informed the Agent of J. K. Ropeways of M/s. Eastern Coalfields Limited on 31.12.2003 that he is sick since 28.01.2003 and he is under treatment of doctor. He is unable to join the duty. Being unsatisfied by explanation of the workman the Agent of J. K. Ropeways of M/s. Eastern Coalfields Limited appointed Sri Swapan Chatterjee as Enquiry Officer and Sri A. K. Dutta as management representative vide order Ref. No. ECL/JKR/CS/Pt. XII/ 2406 dated 23/27.01.2003. From perusal of Chargesheet, it is evident that the Enquiry Officer has not mentioned the list of document and list of management witness on which the Enquiry Officer intended to rely. Form record it is apparent that workman has not been furnished the copy of documents and list of witnesses intended to be relied by management. It is well settled that if a person is required to answer a charge, he should know not only the accusation but also the testimony by which the accusation is supported.

9. Form perusal of record, it transpires that the notices of the enquiry proceeding scheduled to be held on 10.03.2004, 30.03.2004, 05.05.2004 & 26.07.2004 were issued to workman Sri Shiv Charan Rajwar. Copy of notices and postal receipt are on record. But deceased workman, Sri Shiv Charan Rajwar did not appear in the enquiry proceeding on the aforesaid dates. The Enquiry Officer proceeded ex-parte on 26.07.2004 against delinquent workman. The evidence of management representative Sri A. K. Dutta was recorded on 26.07.2004. The Enquiry Officer sent the ex-parte Enquiry Report on the same very date i.e. 26.07.2004 without fixing the date for defence evidence of delinquent workman Sri Shiv Charan Rajwar. If concerned workman does not appear and participate in the enquiry after service of notice, the Enquiry Officer may proceed ex-parte against the workman. The delinquent Sri Shiv Charan Rajwar will lose the opportunity of cross-examination. But still he has right to lead defence evidence. Proceeding ex-parte does not mean that the opportunity of the defence evidence will be denied. The Enquiry Officer though even if the enquiry is ex-parte, must have fixed a date for defence evidence after conclusion of examination of management witness. If on next date of service of notice the delinquent workman does not appear then only the enquiry can proceed further and Enquiry Report or ex-parte Enquiry Report can be sent to the competent authority for further order. But without affording opportunity of defence evidence to concerned workman the departmental enquiry can not be concluded. When a departmental enquiry conducted against a government servant it can not be treated as a casual exercise. The Enquiry Officer has to be wholly un-biased the rules of natural justice is required to be observed to

ensure that the government servant is treated fairly in proceedings which may culminate in imposition of punishment including dismissal from service. Apart from above by virtue of article 311(2) of the constitution of India the departmental enquiry had to be conducted in accordance with the rules of natural justice.

10. Hon'ble Supreme Court in **State of U. P. & another v/s C. S. Sharma, AIR 1968 SC 158** has held that:

“Omission to give opportunity to an employee to produce his evidence and lead evidence in his defence vitiates the proceedings. It was further held that a dismissal order has serious consequence and should be passed only after complying with the rules of natural justice.”

11. Hon'ble Apex Court in **A. K. Kraipak & Ors. v/s Union of India & Ors 1967 (15)FLR 299** has held that:

“Quasi judicial enquires must be held in good faith and without bias and must not be arbitrary or unreasonable. Hon'ble Court further held that : If the purpose of the rules of natural justice is to prevent miscarriage of justice one fails to see why those rules should be made inapplicable to administrative inquiries. Often times it is not easy to draw the line that demarcates administrative inquiries from quasi-judicial inquiries. Inquiries which were considered administrative at one time are now being considered as quasi-judicial in character. Arriving at a just decision is the aim of both quasi-judicial inquiries as well as administrative inquiries. An unjust decision in an administrative enquiry may have more far reaching effect than a decision in a quasi-judicial enquiry.”

12. Right to livelihood is an important right. Deprivation of right to livelihood would not only denude the life of its effective content but would make life impossible to live. Such important right can only be deprived by any procedure established by law. Right to livelihood is regarded as a part of the right to life. That which alone makes it possible to live, must be deemed to be an integral component of the right to life. If a person is deprived of his right to livelihood it means he has been deprived from his life. Such deprivation can be effected by a valid and impartial and bona fide enquiry. Without conducting a valid and impartial domestic enquiry the punishment of dismissal is illegal. The workman was absent from duty from 29.01.2003. Chargesheet was issued on 15.11.2003. Therefore till issuance of Chargesheet he was absent for 9 months 17 days. For mere absence from duty less than 10 months, the punishment of dismissal without holding proper domestic enquiry is harsh and disproportionate which must be rectified. The workman has stated in Para-10 of his written statement that he is out of job since then and his whole family is at the stage of starvation. In Para-6 of his affidavit he has stated that he belongs to Schedule Cast community and sitting without any job from the date of his dismissal. The Agent of J. K. Ropeways of M/s. Eastern Coalfields Limited has denied the fact of starvation of concerned workman's family in Para-10 of his written statement and Para-9 of his affidavit. But Agent of J. K. Ropeways of M/s. Eastern Coalfields Limited has nowhere stated in his written statement or in his affidavit that Sri Shiv Charan Rajwar was gainfully employed anywhere else during the period of dismissal.

13. Hon'ble Apex Court in **Deepali Gundu Surwase v/s Kranti Junior Adhyapak Mahavidyalaya (D.Ed.) and others 2013 LAB. I.C. 4249** has held that;

“Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he / she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then it has to plead and also lead cogent evidence to prove that the employee / workman was gainfully employed and was getting wages equal to the wages he / she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averment about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was not employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments”

14. In view of law laid down by the Hon'ble Apex Court, Smt. Champa Debi Rajwar the widow of deceased workman Sri Shiv Charan Rajwar is entitled for full back wages from the date of dismissal i.e. 08.11.2004 till the death of Sri Shiv Charan Rajwar i.e. 04.05.2014. It is settled law that if dismissal of workman is set-aside the workman will be reinstated with continuity of service with all service benefits e.g. Promotions, Increments and Fixation of Seniority etc.

15. In view of above discussion the action of management of J. K. Ropeways of M/s. Eastern Coalfields Limited in dismissing the deceased Sri Shiv Charan Rajwar from service w.e.f 08.11.2004 is illegal and unjustified. The order of dismissal of deceased workman Sri Shiv Charan Rajwar is hereby set-aside. Since Sri Shiv Charan Rajwar expired during pendency of reference. Therefore reinstatement can not be given effect to. But her substituted widow Smt. Champa Debi Rajwar will be entitled to get full Back Wages of the deceased workman Sri Shiv Charan Rajwar from the date of dismissal i.e. 08.11.2004 till his death i.e. 04.05.2014 with all other consequential benefits. The workman Sri Shiv Charan Rajwar will be imposed punishment of stoppage of 2 (Two) increments without cumulative effect.

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, 28 नवम्बर, 2016

का.आ. 2339.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ईसीएल के प्रबंधन 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. 59/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.11.2016 को प्राप्त हुआ था।

[सं. एल-22012/247/2004-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 28th November, 2016

S.O. 2339.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 59/2005) 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. ECL and their workmen, received by the Central Government on 28.11.2016.

[No. L-22012/247/2004-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. 59 OF 2005

PARTIES :

The management of Ratibati (R) Colliery under Satgram Area of M/s ECL

Vs.

Shri Madan Bhuiya

REPRESENTATIVES :

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

For the union (Workman) : None

Industry : Coal

State : West Bengal

Dated: 02.11.2016

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-22012/247/2004-IR(CM-II)** dated 05/07/2005 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

"Whether the action of the management of Ratibati (R) Colliery under Satgram Area of M/s Eastern Coalfields Limited in dismissing Sh. Madan Bhuiya U.G. Trammer w.e.f. 29.01.1996 is legal and justified? If not, to what relief the concerned workman is entitled? "

1. Having received the Order **No. L-22012/247/2004-IR(CM-II)** dated 05/07/2005 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case **No. 59 of 2005** was registered on 17/08/2005 and accordingly an order to that effect was passed to issue notices through the

registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

2. The case record is put up today. On perusal of the case record I find that the then Presiding Officer (Late M. R. Patnaik) had reserved an award in this case as the workman neither appeared nor took any step. Since the Workman/Union did not take any step in this case even after serving 3 registered notices the case is closed and accordingly a 'No Dispute Award' is hereby passed.

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, 28 नवम्बर, 2016

का.आ. 2340.—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. 42/2006) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.11.2016 को प्राप्त हुआ था।

[सं. एल-22012/248/2005-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 28th November, 2016

S.O. 2340.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 42/2006) 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. ECL and their workmen, received by the Central Government on 28.11.2016.

[No. L-22012/248/2005-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. 42 OF 2006

PARTIES:

The management of Bankola Colliery of M/s. E.C.L.

V/s

Sri Dilip Rai

REPRESENTATIVES :

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

For the union (Workman) : Sri S. K. Pandey, Union Representative

Industry : Coal

State : West Bengal

Dated : 07.11.2016

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-22012/248/2005-IR(CM-II)** dated 02.08.2006 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Bankola Colliery under Bankola Area of M/s. Eastern Coalfields Limited in dismissing Sri Dilip Rai, U. G. Trammer, U.M. No. 673353 w.e.f. 29.03.1999 is legal and justified? If not, to what relief is the workman entitled?”

1. Having received the Order **No. L-22012/248/2005–IR(CM-II)** dated 02.08.2006 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. **42 of 2006** was registered on 14.08.2006. 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 workman Sri Dilip Rai has stated in his written statement that he was in employment of the company as Under Ground Trammer at Bankola Colliery under Bankola Area of M/s. Eastern Coalfields Limited. He was Chargesheeted for alleged unauthorized absences from duty from 11.09.1998 to 31.10.1998 vide Chargesheet No. BK/PD/15(10)/295 dated 31.10.1998. He was neither served with the Chargesheet nor Enquiry Notice etc. The General Manager of Bankola Area of M/s. Eastern Coalfields Limited dismissed Sri Dilip Rai from the services of the company w.e.f. 29.03.1999 vide his Order No. BA/PD/Dis/99/919 dated 26/29.01.1999 holding ex-parte enquiry. The workman was not allowed to defend himself during enquiry proceeding. Enquiry Officer conducted the enquiry ignoring the principles of natural justice. The dismissal of Sri Dilip Rai for alleged unauthorized absence of 1 (One) Month and 20 (Twenty) Days is illegal and unjustified. The workman is out of job since then. His whole family is at the stage of starvation. Workman has prayed that the Tribunal may direct the management of Bankola Colliery under Bankola Area of M/s. Eastern Coalfields Limited to reinstate the workman in service with full back wages from the date of dismissal with all consequential benefits.

3. The Agent of Bankola Colliery under Bankola Area of M/s. Eastern Coalfields Limited has alleged in his written statement that, in fact Sri Dilip Rai who was an employee used to commit offences of absent without information. The company on previous occasions adopted lenient view in punishment so that the concerned workman may amend his manner. But Sri Dilip Rai continued to act of absence without lawful sanction. Therefore he was chargesheeted vide Chargesheet no. BK/PD/15(10)/295 dated 31.10.1998 for unauthorized absence from 31.10.1998. The workman neither tendered explanation nor returned to the colliery. The Enquiry Officer sent notices requesting him to attend the enquiry on 30.11.1998 & 14.01.1999 but no response was received from him. The Notice of Enquiry had been sent at his home address recorded in official record. Enquiry Officer was compelled to proceed enquiry ex-parte and submitted his report. Management after perusing the proceeding as well as the report and considering all the past records a request letter under reference BA/PD/DIS/679 dated 05.03.1999 was sent to Sri Dilip Rai for his explanation but Mr. Rai remained silent, therefore order of dismissal was passed. The union raised the dispute by letter dated 26.01.2005 after an un-explained delay of about 6 (Six) years after dismissal. There is no allegation of workman that from period of absence till period of agitation workman did not earn his livelihood therefore he is not entitled to a little bit of wages. The union has not whispered a single word about the delay in raising the dispute. The Agent of Bankola Colliery under Bankola Area of M/s. Eastern Coalfields Limited has prayed that the dismissal is justified and the workman is not entitled to any relief.

4. The workman has field the following documentary evidences :-

(i) Copy of the Chargesheet, (ii) Copy of the Enquiry Proceeding / Report, (iii) Copy of the Dismissal Order, (iv) Copy of the Note Sheet for approval of disciplinary action by the General Manager of Bankola Area.

The workman Sri Dilip Rai has filed affidavit in his oral evidence. He has been cross-examined by the learned advocate of Bankola Colliery under Bankola Area of M/s. Eastern Coalfields Limited

The management of Bankola Colliery under Bankola Area of M/s. Eastern Coalfields Limited has filed the following documentary evidences :-

(i) Copy of the Chargesheet, (ii) Copy of the Notice of Enquiry dated 17.11.1998, (iii) Copy of the Notice of Enquiry dated 25.12.1998, (iv) Copy of Enquiry Proceeding and Findings, (v) Copy of Dismissal Order, (vi) Copy of union's letter dated 26.01.2005, (vii) Copy of Show Cause Notice dated 05.03.1999.

The management of Bankola Colliery under Bankola Area of M/s. Eastern Coalfields Limited has filed affidavit in oral evidence.

5. I have heard the argument of Sri S. K. Pandey, learned union representative on behalf of Sri Dilip Rai, delinquent workman and Sri P. K. Goswami, learned advocate on behalf of Bankola Colliery under Bankola Area of M/s. Eastern Coalfields Limited.

6. Sri S. K. Pandey, learned union representative has argued that due to death of his father the workman Sri Dilip Rai was absent for 1 (One) month and 20 (Twenty) days under compelling circumstances. Enquiry was conducted ex-parte behind his back without service of Notice of Enquiry to him. Even in enquiry proceeding his guilt was not proved. Enquiry was invalid and illegal. He is sitting idle from the date of dismissal. He is without job and his whole family is at the stage of starvation.

On the other hand P. K. Goswami, learned advocate has argued that Sri Dilip Rai is a habitual absentee. He has been previously punished for his unauthorized absence. Though management took lenient view in hope that delinquent workman will amend his conduct. Union has raised the dispute after 6 (Six) years, therefore for this period he is not entitled for back wages.

Sri S. K. Pandey in reply argued that after passing of dismissal order union raised the reconciliation proceeding before Assistant Labour Commissioner (Central), after failure of reconciliation proceeding he raised the dispute there is not delay in part of workman or union / workman.

Sri P. K. Goswami has relied on *J. Chelameswar & Abhay Manohar Sapre, JJ. Prem Nath Bali v/s Registrar, High Court of Delhi, 2016 (1) CHN (SC) 187*.

7. It is admitted fact that Sri Dilip Rai, ex-workman was in employment of the company as Under Ground Trimmer at Bankola Colliery under Bankola Area of M/s. Eastern Coalfields Limited. It is also admitted that he was absent from duty from 11.09.1998 till 31.10.1998. He had been dismissed after domestic enquiry. The workman has challenged the domestic enquiry on ground of illegal, partial and non compliance of natural justice which has been denied by the Agent of Bankola Colliery under Bankola Area of M/s. Eastern Coalfields Limited

8. The unauthorized absence is one of the misconduct mentioned in the certified standing order. If any workman while in service, without permission or sanction leave, absent himself from duty for more than 10 days, he is liable for misconduct for which he can be punished after domestic enquiry. Since the workman has challenged the very basis of enquiry proceeding being devoid of compliance of natural justice therefore validity of enquiry proceeding requires to be looked into.

9. From perusal of the Chargesheet it is apparent that there is no recital in the Chargesheet about any witness proposed to be examined by the Enquiry Officer. Even there is no description of any document proposed to be relied by the Enquiry Officer.

Hon'ble apex court in **Pawan Kumar Agarwala v/s General Manager – II and Appointing Authority, State Bank of India and Others, 2016 (148) FLR 865** has held that :

“If copies of documents and list of witnesses was not furnished to the workman during enquiry, the enquiry was vitiated on account of non-compliance of statutory rules and violation of principle of natural justice.”

The domestic enquiry commences with the issuance of Chargesheet. The very purpose of Chargesheet is to acquaint the delinquent workman for which he is charged with. The evidence, documentary as well as oral must be referred on which Presenting Officer / Enquiry Officer relies. This information must be conveyed to the delinquent workman at the time of issuance of Chargesheet so that the delinquent workman may effectively meet the charges labeled against him during enquiry proceeding. If the delinquent workman wishes to examine any document, he must be afforded opportunity by the Enquiry Officer to peruse those documents before submitting his explanation. This is all more necessary that the delinquent has been supplied with or has been informed about the proposed documentary evidence likely to be relied. The Enquiry Officer may consider the explanation of delinquent during the enquiry proceeding. If this formality has not been fulfilled the delinquent workman will be prejudiced and consequently the enquiry proceeding will be vitiated. It will amount to his being condemned unheard. If workman has been previously punished for any misconduct and the Presenting Officer intends to rely on his previous punishment or misconduct then it must specifically be mentioned in the Chargesheet so that the delinquent workman may have opportunity to explain his previous misconduct or punishment. But if particulars of previous misconduct or punishment and copies of those misconduct or punishment has not been supplied to the delinquent at the time of issuance of Chargesheet then the Presenting Officer or Enquiry Officer can not rely on his previous punishment or previous misconduct during the enquiry proceeding. If the workman has not been afforded opportunity at the time of issuing Chargesheet to reply on his previous punishment or misconduct then the enquiry proceeding is not been in conformity with the rules of natural justice. From perusal of enquiry proceeding it is apparent that his previous conviction has been referred by management witnesses Sri M. Hussain and Sri R. A. Pandit. The Enquiry Officer has relied on his previous absence in his Enquiry Report but this fact has not been mentioned in the Chargesheet BK/PD/15(10)/295 dated 31.10.1998.

10. The copy of notices sent to Sri Dilip Rai dated 17.11.98 and 25.12.98 has been filed on the record of reference. The postal receipt has not been filed by the Agent on the record. The Enquiry Officer has not given finding regarding service of notice. The Enquiry Officer before proceeding further ought to have recorded his finding, whether notice

sent to the delinquent was served on the delinquent and on which date. The Enquiry Officer after recording his finding, that after service of Notice of Enquiry delinquent did not appear in the enquiry proceeding could proceed ex-parte against the workman but without ensuring the service of Notice of Enquiry to the delinquent the enquiry could not proceed ex-parte. Even if for the sake of imagination if I presume that the Enquiry Notice was served on the delinquent and he avoided to appear in the enquiry proceeding then in that case the Enquiry Officer could proceed ex-parte Enquiry against delinquent but he must have afforded opportunity to the delinquent workman to adduce his evidence. If the delinquent workman does not appear after service of notice then he will lose the benefit of cross-examination but he still he has right to lead defence evidence. After conclusion of management evidence the date for defence evidence must necessarily ought to have been fixed before submitting enquiry report. Even in ex-parte enquiry the workman can not be denied to lead his defence evidence. Denial of opportunity of defence evidence is denial of principles of natural justice.

Hon'ble Apex Court in **State of U. P. v/s Saroj Kumar Sinha, 2010 (124) FLR 857** has held that if workman after service of notice does not appear in the enquiry proceeding, he will lose the benefit of cross-examination but still he has right to lead his defence evidence. The Hon'ble Apex Court has held that, by the virtue of Article 311(2) of Constitution of India, the departmental enquiry has to be conducted in accordance with the principles of natural justice."

11. So far as previous absence or previous punishment is concerned the management witnesses Sri M. Hussain, Dealing Clerk, and Sri R. A. Pandit, Leave Clerk has not filed copy of Attendance Register or Leave Register. There is no documentary evidence on this point.

12. Hon'ble Supreme Court in **State Govt. Houseless Harijan Employees' Association v/s State of Karnataka and others, (2001) 1 SCC 610** has held that :

"Without affording opportunity of being heard, no order adverse to a person can be passed. Principles of natural justice requires that before taking action against the citizen he must have a right to be heard."

13. By introduction of section 11(A) to the industrial Dispute Act, The Industrial Tribunals are vested with the power to decide the justification of the decision of the employers. Thus, when it is found that the domestic enquiry is not held properly, it will stand vitiated and the Industrial Tribunal would set-a-side the order of punishment by giving appropriate relief including that of lesser punishment or even no punishment resulting in reinstatement of the concerned workman. For disciplinary action, a domestic enquiry occupies an important position under labour law. Thus, the enquiries are required to be held with utmost regard to the Principle of Natural Justice. Without conducting a valid and impartial domestic enquiry the punishment of dismissal is illegal. The domestic enquiry has been conducted in utter violation of principles of natural justice and on the basis of such enquiry the dismissal of workman for unauthorized absence for mere absence of 1 (One) month and 20 (Twenty) days is too harsh, disproportionate, and shocking to the unproved guilty of the workman. It ought to be set-a-side.

The learned advocate of Bankola Colliery under Bankola Area of M/s. Eastern Coalfields Limited has relied on **J. Chelameswar & Abhay Manohar Sapre, JJ. Prem Nath Bali v/s Registrar, High Court of Delhi, 2016 (1) CHN (SC) 187**. In this case the Hon'ble Apex Court has held :

"It is a settled principle of law that once the charges levelled against the delinquent employee are proved then it is for the appointing authority to decide as to what punishment should be imposed on the delinquent employee as per the rules."

14. I am in respectful agreement with the view propounded by the Hon'ble Apex Court. But the facts of this present reference are quite different. The enquiry proceeding in this present reference is vitiated and conducted in utter violation of principle of natural justice, without affording opportunity to lead defence evidence to the delinquent workman. Even charged framed against the workman is quite defective which is very basis of domestic enquiry.

15. The workman has alleged in Para- 7 of his written statement that he is out of job since then and his whole family is at the verge of starvation. In his affidavit filed in oral evidence he has alleged in Para- 12 that he is jobless since the above time and it becomes very difficult for him to earn bread for his family. He is physically fit and he intends to join Bankola Colliery under Bankola Area of M/s. Eastern Coalfields Limited to earn bread for family members. The delinquent workman Sri Dilip Rai has been cross-examined at length by the learned advocate of Bankola Colliery under Bankola Area of M/s. Eastern Coalfields Limited, but his evidence in cross-examination is un-shattered. Bankola Colliery under Bankola Area of M/s. Eastern Coalfields Limited has not denied this allegation in his written statement. Bankola Colliery under Bankola Area of M/s. Eastern Coalfields Limited has not alleged in his written statement that the delinquent workman was employed during the period of dismissal. If the delinquent workman has pleaded in his written statement that he was not gainfully employed anywhere else during period of dismissal and if employer intends to avoid the payment of full back wages then not only the employer has to plead but also to lead cogent evidence to prove that the delinquent workman was gainfully employed anywhere else. Onus to prove that workman was gainfully

employed, is on the shoulder of employer, which has not been discharged. The workman is as alleged in his affidavit that he belongs to Schedule Cast Community and his pecuniary condition is miserable.

16. As per service excerpts filed on record it is clear that workman was a permanent employee at Bankola Colliery under Bankola Area of M/s. Eastern Coalfields Limited. His date of birth is 16.09.1961. His date of appointment is 27.05.1988. Before dismissal he has served Bankola Colliery under Bankola Area of M/s. Eastern Coalfields Limited for so many years. At this stage there is no possibility of getting alternate job anywhere. He had been unemployed during period of dismissal.

17. So far as delay is concerned the Bankola Colliery under Bankola Area of M/s. Eastern Coalfields Limited is responsible for delaying the disposal of reference. The reference is of the year 2006. After the service of notice the tribunal fixed numerous dates for filing written statement by management of Bankola Colliery under Bankola Area of M/s. Eastern Coalfields Limited. Even Tribunal fixed 14.5.2015 as last chance for filing written statement by Bankola Colliery under Bankola Area of M/s. Eastern Coalfields Limited, but Bankola Colliery under Bankola Area of M/s. Eastern Coalfields Limited did not care to file written statement till 14.5.2015. The tribunal with no option left passed the order to proceed ex-parte against Bankola Colliery under Bankola Area of M/s. Eastern Coalfields Limited on 14.5.2015 and fixed for ex-parte evidence. Then after several months on 07.10.2015 Bankola Colliery under Bankola Area of M/s. Eastern Coalfields Limited filed written statement, on application of Bankola Colliery under Bankola Area of M/s. Eastern Coalfields Limited the tribunal set-a-side the ex-parte order dated 14.05.2015. Employer can not blame workman for their own fault nor workman can be allowed to suffer without his fault.

The Hon'ble Supreme Court in **Deepali Gundu Surwase v/s Kranti Junior Adhyapak Mahavidyalaya (D.Ed.) and others 2013 LAB. I.C. 4249** has held that :

“Cases in which the tribunal finds that the employer has acted in gross violation of the statutory provision or the principal of natural justice or is guilty of victimizing the employee or workman, then the concerned Court or Tribunal will be fully justified in directing payment of full back wages. The courts must keep in view that in cases of wrongful / illegal termination of service the wrongdoer is the employer and the sufferer is the employee / workman and there is no justification to give premium to the employer of his wrongdoings by relieving him of the burden to pay to the employee / workman his dues in the form of full back wages.”

18. It is settled law that consequential benefits does not mean only back wages, consequential benefits includes apart from back wages other service benefits such as promotion, fixation of seniority, increment, and grant of other financial benefits admissible to the post, had be been in service.

19. In view of above discussion the action of management of Bankola Colliery under Bankola Area of M/s. Eastern Coalfields Limited in dismissing Sri Dilip Rai, Under Ground Trammer, U. M. No. 673353 w.e.f. 29.03.1999 is illegal and unjustified. The Dismissal Order of Sri Dilip Rai dated 29.03.1999 is hereby set-a-side. The management of Bankola Colliery under Bankola Area of M/s. Eastern Coalfields Limited is directed to reinstate Sri Dilip Rai with full back wages, from the date of dismissal i.e. 29.03.1999 till his reinstatement. It is further directed that Sri Dilip Rai will be entitled to get all consequential service benefits e.g. promotion, fixation of seniority, increments, etc. from date of dismissal onward. Sri Dilip Rai imposed a punishment of stoppage of two increments without cumulative effect.

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, 28 नवम्बर, 2016

का.आ. 2341.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ईसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ सं. 12/1999) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.11.2016 को प्राप्त हुआ था।

[सं. एल-22012/80/1998-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 28th November, 2016

S.O. 2341.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 12/1999) 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. ECL and their workmen, received by the Central Government on 28.11.2016.

[No. L-22012/80/1998-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. 12 OF 1999

PARTIES:

The management of Madhusudanpur Colliery of M/s ECL

Vs.

Sh. Raja Ram Gope

REPRESENTATIVES:

For the management : Sri P. K. Das, Learned Advocate

For the union (Workman) : Sri S. K. Pandey, General Secretary of the Union

Industry : Coal

State: West Bengal

Dated: 08.11.2016

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-22012/80/98 IR(CM-II)** dated 22/01/1999 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Madhusudanpur Colliery of M/s. ECL in not providing employment to the Sh. Raja Ram Gope dependent of Sh. Haricharan Gope, Ex-Electrical Supervisor is justified? If not, to what relief the workman is entitled?”

Having received the Order **No. L-22012/80/98 IR(CM-II)** dated 22/01/1999 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. **12 of 1999** was registered on 02/02/1999 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

Case called out. Sri P. K. Das, learned advocate for the management is present. Sri S. K. Pandey appears on behalf of the workman.

On perusal of the case record it is found that the case was fixed for evidence of the union on 11.02.2003. But thereafter 34 dates were granted but all in vain. Registered notices were also issued to the union on 05.07.2004, 02.03.2009, and 08.08.2016. But in spite of several notices the union did not file evidence.

It seems that the workman has lost his interest in this case and does not want to proceed further with the case. The case is also very old – of the year 1999. I have no option left but to close this old case. As such the case is closed and accordingly a ‘**No Dispute Award**’ is hereby passed.

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, 28 नवम्बर, 2016

का.आ. 2342.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बीसीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ सं. 147/1999) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.11.2016 को प्राप्त हुआ था।

[सं. एल-22012/105/1999-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 28th November, 2016

S.O. 2342.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 147/1999) 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. BCCL and their workmen, received by the Central Government on 28.11.2016.

[No. L-22012/105/1999-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. 147 OF 1999****PARTIES:**

The management of Victoria West Colliery of M/s. BCCL

Vs.

Sh. Pintu Gope

REPRESENTATIVES:

For the management : Sri P. K. Das, Learned Advocate

For the union (Workman) : Sri G. C. Chatterji, Area Secretary of the Union

Industry : Coal

State: West Bengal

Dated: 09.11.2016

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-22012/105/99-IR(CM-II)** dated 31/08/1999 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Victoria West Colliery of M/s. BCCL in not regularising/confirming Sh. Pintu Gope as Dresser is justified? If not, to what relief the workman is entitled?”

Having received the Order **No. L-22012/105/99-IR(CM-II)** dated 31/08/1999 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. **147 of 1999** was registered on 14.09.1999/08.10.2001 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

Case called out. Sri P. K. Das, learned advocate appears on behalf of the management and files his authorization. None appears on behalf of the union/workman.

On perusal of the case record it is found that the case was fixed for final hearing on 14.10.2004. But thereafter 10 dates were granted but all in vain. Registered notices were also issued to the union on 08.08.2016. But in spite of notice neither the workman nor the union responded. Moreover the union is not appearing since 2006.

It seems that the workman/union is now not at all interested to proceed with the case further. The case is also very old – of the year 1999. So I have no option left but to close the case. As such the case is closed and accordingly a ‘**No Dispute Award**’ is hereby passed.

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, 28 नवम्बर, 2016

का.आ. 2343.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बीसीसीएल के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 129 ऑफ 1994) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28.11.2016 को प्राप्त हुआ था।

[सं. एल-20012/173/1993-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 28th November, 2016

S.O. 2343.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 129 of 1994) as shown in Annexure, in the industrial dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 28.11.2016.

[No. L-20012/173/1993-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

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

Reference: No. 129/1994

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

AND

Their workman

Present : Shri R. K. Saran, Presiding Officer

Appearances:

For the Employers : None

For the workman : None

State : Jharkhand

Industry : Coal

Dated- 26/09/ 2016

AWARD

By order No. L-20012 /173/1993-IR(C-1) dated 27/05/1994, the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub –section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Govindpur Colliery of M/S BCCL, P.O. Sonardih, Dist. Dhanbad in denying employment to Debilal Manjhi, son- in- law of late shiblal manjhi is justified? If not, to what relief is the concerned dependent entitled?”

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

R. K. SARAN, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2016

का.आ. 2344.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बीसीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 40 ऑफ 1995) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28.11.2016 को प्राप्त हुआ था।

[सं. एल-20012/384/1991-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 28th November, 2016

S.O. 2344.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 40 of 1995) as shown in Annexure, in the industrial dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 28.11.2016.

[No. L-20012/384/1991-IR (CM-I)]

M. K. SINGH, Section Officer

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

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

Reference: No. 40/1995

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

AND

Their workmen

Present : Shri R. K. Saran, Presiding Officer

Appearances:

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

For the workman : None

State : Jharkhand

Industry : Coal

Dated- 19/10/ 2016

AWARD

By order No. L-20012 /384/1991-IR(C-1) dated 28/04/1995, the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub –section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of the union raised in April’ 91 for regularization w.e.f. 26/02/79 by the principal employer viz. Management of katras Area of M/S BCCL of Shri Rajendra Rout and 37 others (as per list enclosed) employed through contractors is legal and justified in the light of the Supreme Court judgement in Dina nath Case? If so, to what relief these workmen are entitled and from which date?”

Sl. No.	Name of Stone Cutters	SL.No	Name of Stone Cutters.
1.	Sri Rajendra Rout	2.	Madho Yadav
3.	Sri Krishna Rout	4.	Sri Devendra Kumar
5.	Sri Abdul Latif	6.	Sri Md. Usman
7.	Sri. Md. Ibrahim	8.	Ahmad Mia
9.	Sri Jitan Ram	10.	Sri Md. Muin
11.	Sri Shiva yadav	12.	Md. Nayim
13.	Sri Bhikhari Thakur	14.	. Sri Rasik Gope
15.	Sri Prabhu Ram	16.	Sri Lal Yadav
17.	Sri Gajanand Tiwari	18.	Sri Sheo Kumar Lal
19.	Sri Majid Mia	20.	Sri Rameshwar yadav
21.	Sri Md. Hamid	22.	Sri Haru Rajwar
23.	Sri Darshan Mistri	24.	Sri Md. Rasul Khan
25.	Sri Om Prakash Singh	26.	Sri Gura Bouri
27.	Sri Ganesh Bouri	28.	Sri Panchu Gope
29.	Sri Raghu Gosal	30.	Sri Kasim Mia
31.	Almuddin Mia	32.	Sri Rajak Mia
33.	Sri Kurban Mia	34.	Sri Md. Safi
35.	Sri Sarfuddin Mia	36.	Sri. Hatim Mia
37.	Sri Md. Sadique Ansari	38.	Sri Kamaruddin Mian

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

R. K. SARAN, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2016

का.आ. 2345.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बीसीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 110 ऑफ 1995) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28.11.2016 को प्राप्त हुआ था।

[सं. एल-20012/359/1994-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 28th November, 2016

S.O. 2345.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 110 of 1995) as shown in Annexure, in the industrial dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 28.11.2016.

[No. L-20012/359/1994-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

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

Reference: No. 110/1995

Employer in relation to the management of Moonidih Project of M/s. BCCL

AND

Their workman

Present : Shri R. K. Saran, Presiding Officer

Appearances:

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

For the workman : None

State : Jharkhand

Industry : Coal

Dated- 18/10/ 2016

AWARD

By order No. L-20012 /359/1994-IR(C-1) dated 05/09/1995, the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Moonidih Project of BCCL in dismissing Shri Sitaram Hazra, I.R. M.T.No.1516 w.e.f. 23/07/1993 is justified? If not, to what relief shri Sitaram Hazra is entitled?”

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

R. K. SARAN, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2016

का.आ. 2346.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बीसीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 21 ऑफ 2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28.11.2016 को प्राप्त हुआ था।

[सं. एल-20012/43/2015-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 28th November, 2016

S.O. 2346.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 21 of 2015) as shown in Annexure, in the industrial dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 28.11.2016.

[No. L-20012/43/2015-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

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

Reference: No. 21/2015

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

AND

Their workman

Present : Shri R. K. Saran, Presiding Officer

Appearances:

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

For the workman : Shri Pintu Mondal, Rep.

State : Jharkhand

Industry : Coal

Dated- 26/09/2016

AWARD

By order No.-L20012/43/2015 IR-(C-I), dated. 09/06/2015 the Central Govt. in the Ministry of Labour has, in exercise of powers conferred by clause (d) of Sub –Section (1) and Sub-Section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Kusunda Area of M/S BCCL in not providing employment to Smt Laxmi Devi wife of Late Ram Gopal Yadav under the provision of NCWA is fair and justified? To what relief the dependent wife of deceased workman is entitled to?”

2. The case is received from the Ministry of Labour on 15.06.2015 After receipt of reference , both parties are noticed, the workman files their written statement on 06.07.2015. After some delay the management also files their written statement -cum-rejoinder on 16.12.2015. Document of workman is marked as W-1 to W-7.
3. The short point to be decided in this reference is whether the applicant who is the wife of deceased workman, to get employment in place of her deceased husband or not.
4. The workman died while in service . Her wife applied for job which was refused . Her wife’s name is in life roster considered the case from all angle and saw the applicant and it is observed that she may not fit to work in mines.
5. In my considered opinion, the justice will be subserved, if she is given monetary compensation. Hence the management is directed to give her monetary compensation as per norms after publication of the award in the Gazettee.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2016

का.आ. 2347.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बीसीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 94 ऑफ 2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28.11.2016 को प्राप्त हुआ था।

[सं. एल-20012/119/2014-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 28th November, 2016

S.O. 2347.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 94 of 2014) as shown in Annexure, in the industrial dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 28.11.2016.

[No. L-20012/119/2014-IR (CM-I)]

M. K. SINGH, Section Officer

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

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

Reference: No. 94/2014

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

AND

Their workman

Present : Shri R. K. Saran, Presiding Officer**Appearances:**

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

For the workman : None

State : Jharkhand

Industry : Coal

Dated- 21/10/2016

AWARD

By order No. L-20012 /119/2014-IR(CM-1) dated 12/11/2014, 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 dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of katras Area of M/s BCCL in dismissing Sri Manoj Kumar Nahak from the services w.e.f. 25/05/2004 is fair and justified? To what relief the concerned workman is entitled to?”

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

R. K. SARAN, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2016

का.आ. 2348.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 103 ऑफ 1994) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28.11.2016 को प्राप्त हुआ था।

[सं. एल-20012/121/1993-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 28th November, 2016

S.O. 2348.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 103 of 1994) as shown in Annexure, in the industrial dispute between the employers in relation to the management of M/s. CCL and their workmen, which was received by the Central Government on 28.11.2016.

[No. L-20012/121/1993-IR (CM-I)]

M. K. SINGH, Section Officer

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

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

Reference: No. 103/1994

Employer in relation to the management of C.C.L., HQ, Ranchi

AND

Their workman

Present : Shri R. K. Saran, Presiding Officer

Appearances:

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

For the workman : None

State : Jharkhand

Industry : Coal

Dated- 14/10/2016

AWARD

By order No. L-20012 /121/1993-IR(C-1) dated 19/04/1994, the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub –section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of M/s Central Coalfields Ltd. Darbhanga house, Ranchi is justified in not regularizing the workman Shri Deothan Oraon Category-I Genral Mazdoor as peon with other benefits though he is performing the duties of peon w.e.f. 07/08/1991 continuously? If not, to what relief the workman is entitled?”

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

R. K. SARAN, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2016

का.आ. 2349.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 61 ऑफ 1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28.11.2016 को प्राप्त हुआ था।

[सं. एल-20012/651/1997-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 28th November, 2016

S.O. 2349.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 61 of 1998) as shown in Annexure, in the industrial dispute between the employers in relation to the management of M/s. CCL and their workmen, which was received by the Central Government on 28.11.2016.

[No. L-20012/651/1997-IR (CM-I)]

M. K. SINGH, Section Officer

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

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

Reference: No. 61/1998

Employer in relation to the management of Kargali Coal Washery of M/s. CCL

AND

Their workman

Present : Shri R. K. Saran, Presiding Officer**Appearances:**

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

For the workman : Shri B.B. Pandey, Advocate

State : Jharkhand

Industry : Coal

Dated- 19/10/2016

AWARD

By order No. L-20012 /651/1997-IR(C-1) dated 14/08/1998, the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub –section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of the union for restoration of seniority in respect of Sri D.N. Tawani, Optr. Gr. III on the ground that his juniors have been promoted before Sri D. N. Rawani is legal & justified? If not, to what relief the workman is entitled?

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

R. K. SARAN, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2016

का.आ. 2350.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बीसीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 31 ऑफ 2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28.11.2016 को प्राप्त हुआ था।

[सं. एल-20012/212/2004-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 28th November, 2016

S.O. 2350.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad (Ref. No. 31 of 2005) as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 28.11.2016.

[No. L-20012/212/2004-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.2), AT DHANBAD****PRESENT :** Shri R.K.Saran, Presiding Officer.

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

REFERENCE NO. 31 OF 2005

PARTIES : The Secretary,
Rastriya Colliery Mazdoor Congress
At Dhaiya, PO: I.S.M., Dhanbad-826001

Vs.

The Area Manager,
Bhuli Town Admn. of M/s. BCCL
PO: Bhuli, Distt

Order No. L-20012/212/2004-IR(C-I) dt.24.03.2005

APPEARANCES :

On behalf of the workman/Union : Mr. J.N. Das, Ld. Advocate

On behalf of the Management : Mr. U.N. Lal, Ld. Advocate

State : Jharkhand

Industry : Coal

Dated, Dhanbad, the 16th August, 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-20012/212/2004-IR(C-I) dt.24.03.2005

SCHEDULE

“Whether the demand of the Rashtriya Colliery Mazdoor Congress from the Management of Bhuli Town Administration of M/s BCCL for giving promotion to Sri Subhash Kumar from the post of Cinema Operator to the post of Sr. Cinema Operator in Technical and Supervisory Grade “A” w.e.f. 12.09.2001 is justified? If so, to what relief is the workman concerned entitled?”

Neither any appearance from the Union / workman nor did produce workman for evidence that has been hanging in balance over past several years. The case as fixed over evidence of the workman has been crawling till date with no further headway in sight. Though three formal notices dt. 4.4.08, 12.05.2005, 12.07.2005 were also sent to the address of the Union /Petitioner at the address referred in the Order of Reference itself but all fell flat. However the Case was came up before the Lok Adalat but expunged and put for regular hearings through adjudication. The case deals with not providing promotion to the workman by the Management. The Ld. Advocate for the Management Mr.U.N. Lal is present on date even almost all the times.

It transpires from the fact after going through the record there seems to be no urgency on the part of the Petitioner /Union to complete the stage of workman's evidence to proceed further as proceedings stalled for want of the non-production of workman even after taking more than ten adjournments. More so, workman is reported to have already lost the interest to get it to finality through adjudication simultaneously, the Tribunal upholds the view rolling down the case for onwards will be termed sheer wastage of time. For the end of the justice and in the natural interest, the case needs to wrap up keeping in view of unwillingness on the part of the Union/petitioner. Under such circumstances the case is closed; and accordingly an order of 'No Dispute Award' is passed.

R. K. SARAN, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2016

का.आ. 2351.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बीसीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 39 ऑफ 2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28.11.2016 को प्राप्त हुआ था।

[सं. एल-20012/246/2004-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 28th November, 2016

S.O. 2351.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad (Ref. No. 39 of 2005) as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 28.11.2016.

[No. L-20012/246/2004-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

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

PRESENT : Shri R.K.Saran, Presiding Officer

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

REFERENCE No. 39 OF 2005

PARTIES : The Vice President,
Janta Mazdoor Sangh,
Vihar Buildng, PO: Jharia, Dhanbad-826001

Vs.

The General Manager,
P.B.Area of M/s. BCCL
PO: Kusunda, Dhanbad-826001

Order No. L-20012/246/2004-IR (C-I) dt. 31.03.05

APPEARANCES :

On behalf of the workman/Union : Mr. K.N. Singh , Rep. of the workman

On behalf of the Management : Mr. D.K. Verma, Ld.Advocate

State : Jharkhand

Industry : Coal

Dated, Dhanbad, the 20th Sept., 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-20012/246/2004-IR (C-I) dt. 31.03.05.**

SCHEDULE

“Whether the demand of the Janta Mazdoor Sangh from the Management of BCCL, P.B. Area for appointing Sri Shushil Kr.Sinha as General Mazdoor Cat.-I from the date of his initial appointment as Trainee is justified? If so, to what relief is the concerned workman entitled?”

The workman/petitioner is reported to be not present on date against which the OP/Management side Mr. D.K.Verma., Ld. Advocate appeared not for this time but earlier also .Though the Notices dt. 11.12.14, 13.05.2005, 12.07.2005 were mailed at the workman’s address mentioned in the Order of Reference itself but it went into vain. The status of the case still stands stagnating over evidence of the workman .On this count no further move advanced despite providing ample opportunity to the workman /Petitioner.

By going through the record and materials on records, it has been transparent that the petitioner/workman miserably failed to make appearance whatsoever presuming the issue either to have been settled or sorted out of the Court. Workman’s successive failure in appearance for a long spell of time speaks much of the disinterestedness and utter reluctance on his part. Based on the facts, the Tribunal holds opinion that it could not be mute spectator on the line and in the interest of natural justice as well. As of now, the case appears to have lost the merits itself. Further dragging it will be proved improper and sheer wastage of time and energy of the Tribunal. As such the case is closed due to reluctance of the workman concerned and passed an Order of ‘No Dispute Award’.

R. K. SARAN, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2016

का.आ. 2352.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 84 ऑफ 2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28.11. 2016 को प्राप्त हुआ था।

[सं. एल-20012/33/2012-आईआर (सीएम-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 28th November, 2016

S.O. 2352.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 2,

Dhanbad (Ref. No. 84 of 2012) as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. CCL and their workmen, which was received by the Central Government on 28.11.2016.

[No. L-20012/33/2012-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

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

PRESENT : Shri R.K. Saran, Presiding Officer

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

REFERENCE No. 84 OF 2012

PARTIES : : Smt. Aghni Kamin,
Ex-Binder
Vill: Akamba, PO; Hoshir, P.S, Kanke, Ranchi, Jharkhand -834006

Vs.
The Chairman-cum-Managing Director,
M/s. Central Coalfields Ltd.,
Darbhanga House, Ranchi

Order No.L-20012/33/2012-IR(CM-I) dt.22.10.2012

APPEARANCES :

On behalf of the workman/Union : Mr. U.N. Lal, Ld. Advocate
On behalf of the Management : Mr. D.K. Verma, Ld. Advocate

State : Jharkhand

Industry : Coal

Dated, Dhanbad, the 30th Sept., 2015

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act.,1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. **L-20012/33/2012-IR (CM-I), dt. 22.10.2012.**

SCHEDULE

- (i) "Whether the action of the Management of M/s. Central Coalfields Ltd.,Darbhanga House, Ranchi in assessing the age of Smt Aghni Kamin, Ex-Binder by a Committee without Medical Officer is valid and in accordance with the Implementation Instruction No.76?"
- (ii) Whether the action of the Management of M/s. Central Coalfields Ltd., Darbhanga House, Ranchi in terminating the services of Smt. Aghni Kamin, Ex-Binder w.e.f. 30.06.2011 is legal and justified? To what reliefs are the workwoman concerned entitled?"

On receipt of the Order No. **L-20012/33/2012-IR (CM-I) dt. 22.10.2012** of the above mentioned reference from the Government of India, Ministry of Labour & Employment, New Delhi for adjudication of the dispute, the Reference Case No. 84 of 2012 was registered on 12.11.2012 and accordingly an order to that effect was passed to issue notices through the Registered Posts 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. In pursuance of the said order, notices by the Registered Posts were sent to the parties concerned.

Both the parties made their appearances and filed their pleadings and photocopies of their documents. The Union and the O.P./Management through their own Ld. Counsels appeared respectively, and contested the case.

2. The case of the workwoman Smt. Aghni Kamin, the Ex-Binder as represented in her claim statement is that her date of her birth (herein after referred to as DOB) is 06.10.1952 and the same was recorded in her Service Record /Register under the signature of the Authority concerned on 17.07.1986,after her appointment as Piece Rated worker on 18.05.1973.Form PS3 (particulars of family) issued on 27.05.1998 also bears her same aforesaid DOB just the Declaration submitted in respect as the CMPF carries her Date of birth as -6.10.1952.In view of her aforesaid Date of birth, she was scheduled to retire on 31.10. 2012. She was issued neither any notice nor any intimation of any change challenging her Date of birth, but the Manager P(NEE), M/s. Central Coalfields Limited, Darbhanga House, Ramchi, as

per the retirement notice dt. 29.12.2010/04.01.2012 intimated the workwoman of her retirement as on 30.06.2011 considering her DOB as 04.06.1951.

In result, the industrial dispute raised by the lady petitioner in the conciliation proceeding before the Conciliation Officer about determination of her date of birth based on wrong presumption, but on its failure, resulted in the reference for an adjudication. In the face of her Date of birth as 06.10.19452 all along record in each and every document of her service records, the management had arbitrarily and illegally fixed the date of her retirement as 30.11.2011 which amounted to her premature retirement, so the workwoman is entitled to all the consequential benefits with her continuance in service till 31.10.2012, thus the petitioner urged for an adjudication in her favour.

3. The workwoman in her rejoinder has specifically denied all the allegations of the O.P./Management as imaginary, entirely misconceived, misleading, and incorrect, further stating that the story of her alleged age assessment is unreliable even as ex-parte and manufactured.

4. Whereas challenging the maintainability of the instant reference in law or facts, the Contra pleaded case of the OP./Management is that workwoman Smt. Aghni Kamin D/o Sri Chamara Oraon, and w/o Shri Satish Toppa, bearing her CMPF A/c No. R/53-3604, was an employee of the Central Coalfields Ltd, Darbhanga House, Ranchi, designated as Binder, She was working in the CCL Press at its H.Qr. till her date of retirement on 30.06.2011. She was initially appointed as a Piece Rated worker in Sarubera Colliery on 18.05.1973. Her date of birth was not recorded in the Service Sheet; therefore she was referred to the Age Assessment Committee for determination of her age according to the Implementation Instruction No.76. She appeared before the aforesaid committee, and her date of birth was determined as 4.6.1951 in the year 1986 as per the provisions of the I.I.No.76. She had also put her thumb impression on the Age Assessment Committee Report duly witnessed by two employees of the CCL as a token of acceptance of her date of birth as determined by the said committee. Accordingly, her same date of birth was recorded in her service sheet under her thumb impression duly witnessed by two employees. As the date of her retirement was due on 30.06.2011, the Management issued her the notice dt.4.1.2011 bearing her retirement date as 30.06.2011. The workwoman had not raised any objection after the receipt of the aforesaid notice. But at the fag end of her services, she submitted a representation on 18.05.2011, representing that her date of birth ought to be corrected as 6.10.1952. She has not submitted any documentary evidence in support of her claim. Further alleged by the O.P./Management is that after her retirement, she filed an application for payment of her gratuity, and accordingly gratuity was paid to her. She never challenged the Age Assessment Committee Report in any form till her retirement.

5. The O.P./Management in its simultaneous rejoinder has specifically denies the allegations of the workwoman as incorrect, further alleging that as the workwoman being illiterate had not any documentary proof in support of her claimed age, on her reference to the Area Age Assessment Committee, her age was determined as 35 years as on 04.06.1986, and accordingly her date of birth fell as on 04.06.1951. She had never raised any dispute about her date of birth at the time of filing the Service Excerpt. Hence, the action of the Management in superannuating the workwoman w.e.f. 30.06.2011 is alleged to be justified, as she may be held not entitled to any relief.

FINDINGS WITH REASONS

6. In the instant case, WWI Aghni Kamin, the workwoman and WW2 Ukan Prasad, LDC and Representative of the Mazdoor Union on behalf of the workwoman, and MWI Avinash Srivastava, the Sr. Manager (Pers). CCL, H.Qr., Darbhanga House, Ranchi, for the O.P./Management have been examined respectively.

The argument of the workwoman as per her written argument is that her entire service Register under the signature of the Authority concerned (Ext.W.1).K.UJ-13 under signature of the Sr. Manager (Per NEE), CCL, Ranchi dt.28.7.2011 (Ext.W.2), her Nomination form PS.5 duly authenticated by the Regional Commissioner, CMPF, Ranchi (Extt.W.4=4/1- (all the documents proved on formal proof waive) all along display her Date of birth as 06.10.1952 and her retirement date at 60 years was due on 06.10.1912 since the date of her appointment on 18.05.1973 initially a Binder and, thereafter working in Cat.I as Piece Rated, as she had got appointment in the year 1976. Accordingly the workwoman, her date of birth was recorded as 06.10.1952 in her all aforesaid documents, but the Management wrongly issued the Retirement Notice dt.29.12.2010/4.1.11 (Ext.W.5) and accordingly retired her prematurely from 30th June, 2011 as contrasted with the due retirement on 31.10.2012. She has further submitted that it is an admitted fact of the O.P./Management that the Age Assessment Committee Report clearly proves that out of three members only two members put their signatures but it was not signed by Sr. Medical Officer in the specific column, so its authenticity is doubtful; as such her real date of birth (as noted in the Ext.W.2) stood confirmed. As such the action of the Management in terminating her service w.e.f. 30.06.2011 is illegal and unjustified; hence, she is entitled to her back wages for her due period over service from 01.07.2011 to 31.10.2012.

7. Just contrary to it, Mr D.K.Verma, Ld. Counsel for the O.P./Management has contended that the date of birth of workwoman was not recorded in her Service Record, so she was referred to the Age Assessment Committee for it which had recorded her date of birth as 04.06.1951 (Ext.M.1) which was accordingly recorded in her Service Record, as she had not produced any authentic document to prove her date of birth as 06.10.1952; and after her retirement, she

raised this Industrial Dispute which is untenable. Mr. Verma relying upon the authority: - 2006 SSC (L&S) 1445, State of Gujrat Vs. Vali Mohd. Dosa Bhai Sindhi, in reference to Bombay Civil Services Rules 1959, R.171- Constitution of India, Arts. 26 and 136, has submitted that in case of a dispute over the age for retirement/superannuation, if there is alternation or correction of date of birth entered in Service Record, request made at the verge for retirement for alternation/correction can not be entertained; rather request must be made within the period, if any, prescribed under the rules and in absence thereof, within a reasonable period in accordance with the procedure prescribed; onus lies upon the employee concerned to make out clear case for alternation on the basis of materials of conclusive nature; Court/Tribunal must be satisfied as regards these aspects and also that there has been real justice to the employee concerned; Court/Tribunal should be slow in granting interim relief or continuation in service unless there is a prima facie evidence of impeachable nature; Court/Tribunal should not issue any direction or make any declaration in favour of the employee merely on the basis of materials which make his case only plausible. Further it has been held by the Hon'ble Apex Court in the aforesaid cited case that the Court/Tribunal should keep in mind that alternation of a date of birth of an employee at the late stage may affect promotional prospect of those junior to him; request for a change of date of birth made by Respondent only after the order intimating the date of her retirement was received by him a few months prior to that date, held on facts, can not be accepted being in violation of specific rule applicable to such employee. According to Mr. Verma, Ld. Counsel of the OP/ Management, the Petitioner after her superannuation has got her payment of Gratuity etc, so her claim is not sustainable.

8. On meticulous study of the materials available on the case record as the nature of the case pertaining to alternation of date of birth of the workwoman petitioner, it appears the indisputable facts as under:

- (i) The workwoman who appears to be though illiterate yet literate enough to sign her name only. The workwoman was initially appointed as the Piece Rated worker in Cat. I in Sarubera Colliery on 18th May, 1973, but later on she joined at H.Qr. at Darbhanga House at Ranchi in 1995 since then she had been working there. The acknowledged facts also appear to be that her date of birth 06.10.1952 as recorded in his Service Record as also in her Form B and Form -PE-3 (Particulars of family) and the CMPF Record as well (Ext.W.1,2 & 4 respectively).
- (ii) According to the O.P./Management, her Service Record had not any written date of birth. But no documents produced on behalf of OP/Management as a proof of her date of birth blank. So as per the Implementation Instruction No.76 of the NCWA concerned, the O.P./Management got her age assessed as 35 years as on 04.06.1986 as per the report dt. Nil. of Members of the Age Assessment Committee (Ext.M.1= Ext.W.3). The fact is also beyond the dispute that the alleged report of the Age Assessment Committee is duly signed by two Members, namely, of Personnel Officer and Project Officer, but the column of Sr. Medical Officer, Sarubera Colliery, Kujua Area, CCL is blank as apparent from the attested copy of the Age Assessment Report issued on 28.07.2011 by Sr. Manager (Pers./MEE) CCL, Ranchi. It is remarkable to note that the signature of the Member, Personnel Officer appears to be dated 4th June, 1986 just below his signature as apparent from the aforesaid Extt.M.1 =Ext.W.3
- (iii) According to her date of birth as 06.10.1952 as recorded in her Service Register as also in her CMPF, she appears to have joined the Service on 18.05.1973 at her age of 20 years 7 months 12 days, and accordingly her superannuation comes factually on 30.05.2012 at her 60 (sixty) years of age. But the Retirement Notice dt. 29.12.2010/4.1.11 (Ext.W.5) to the under literate lady workwoman petitioner for her alleged superannuation 30.06.2011 appears to be baseless.
- (iv) The petitioner has clearly made out her solid case for her claim. Payment of her Gratuity etc on the ground of her alleged premature retirement can not bar her due claim for due wages for the relevant period of her due service. This will be real justice to the Lady petitioner as also observed as by the Hon'ble Apex Court in the aforesaid ruling, otherwise it will amount to miscarriage of natural justice to her.

In result, it is, in the terms of the reference, hereby responded and accordingly awarded as such"

- (i) The action of the Management of M/s Central Coalfields Ltd., Darbhanga House, Ranchi in assessing the age of Smt. Aghni Kamin, Ex-Binder, by a Committee without Medical Officer is quite invalid and contrary to the provisions of the Implementation Instruction No.76, and
- (ii) The action of the Management of M/s Central Coalfields Ltd., Darbhanga House, Ranchi in terminating the service of Smt. Aghni Kamin w.e.f. 30.06.2011 in place of her due retirement on 30.06.2012 is quite illegal and unjustified.

Therefore the workwoman petitioner is entitled to her full back wages with statutory interest for the relevant period, i.e., from 01.07.2011 to 30.06.2012. The O.P./Management is directed to implement it within one month from the receipt of the Award following its publication by the Government of India in the Gazette of India.

KISHORI RAM, Presiding Officer

MODIFIED AWARD AGAINST GAZETTE NOTIFIED ON 26.10.2015**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. 84 OF 2012

PARTIES : : Smt. Aghni Kamin,
Ex-Binder
Vill: Akamba, PO; Hoshir, P.S, Kanke, Ranchi, Jharkhand -834006

Vs.

The Chairman-cum-Managing Director,
M/s. Central Coalfields Ltd.,
Darbhanga House, Ranchi

Order No.L-20012/33/2012-IR(CM-I) dt.22.10.2012**APPEARANCES :**

On behalf of the workman/Union : Mr. U.N. Lal, Ld. Advocate

On behalf of the Management : Mr. D.K. Verma, Ld. Advocate

State : Jharkhand

Industry : Coal

Dated, Dhanbad, the 30th Sept., 2015**AWARD**

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. **L-20012/33/2012-IR (CM-I). dt.22.10.2012.**

SCHEDULE

- (i) "Whether the action of the Management of M/s Central Coalfields Ltd., Darbhanga House, Ranchi in assessing the age of Smt Aghni Kamin, Ex-Binder by a Committee without Medical Officer is valid and in accordance with the Implementation Instruction No.76?"
- (ii) Whether the action of the Management of M/s Central Coalfields Ltd., Darbhanga House, Ranchi in terminating the services of Smt. Aghni Kamin, Ex-Binder w.e.f. 30.06.2011 is legal and justified? To what reliefs are the workwoman concerned entitled?"

Modified Award

Consequent upon submission a petition by Mr.U.N.Lal, the Ld. Advocate on behalf of the petitioner/workwoman Smt. Aghni Kamin about occurrence some discrepancies inadvertently in the said notified Award. The Court admitted the petition for consideration and observation, subsequently notice was served to the OP/Management fixing the date of hearing. The petitioner pointed out the discrepancies occurred inadvertently over the date of retirement of the workwoman to which the Management did not raise any objection rather did endorse the point. Heard both sides.

By going through the record concerned and Exhibited documents as well, the whole issue was considered and conceded and made a little modifications only **at the point 8 (iv) under sub-para (ii), and the last Para of the Award at page No.5 which has been modified, and should be read henceforth as follow :**

Sub Para II of point IV of Point 8 at page 5

- (i) The action of the Management of M/s Central Coalfields Ltd., Darbhanga House, Ranchi in terminating the service of Smt.Aghni Kamin w.e.f. 30.06.2011 in place of her due retirement on **31.10.2012** is quite illegal and unjustified.

Last para at page No.5

Therefore the workwoman petitioner is entitled to her full back wages with statutory interest for the relevant period, i.e., from 01.07.2011 to **31.10.2012**. The O.P./Management is directed to implement it within one month from the receipt of the Award following its publication by the Government of India in the Gazette of India.

The O.P./Management is also directed to implement it within one month from the receipt of the Award following its publication in the Gazette by the Government of India. The pensioner benefits, in question, if any affected while implementing of the said modifications, the amount already paid or to be worked out as due(s) will not carry interest whatsoever.

Thus the Reference is again responded and revise awarded accordingly for its notification for the parts affected due to the modification, for its publication in the Gazette by the Government of India.

R. K. SARAN, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2016

का.आ. 2353.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बीसीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 171 ऑफ 1994) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28.11.2016 को प्राप्त हुआ था।

[सं. एल-20012/101/1994-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 28th November, 2016

S.O. 2353.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 171 of 1994) as shown in Annexure, in the industrial dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 28.11.2016.

[No. L-20012/101/1994-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

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

Reference: No. 171/1994

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

AND

Their workman

Present : Shri R. K. Saran, Presiding Officer

Appearances:

For the Employers : None

For the workman : None

State : Jharkhand

Industry : Coal

Dated- 27/09/2016

AWARD

By order No. L-20012 /101/1994-IR(C-1) dated 25/07/1994, the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“ Whether the action of the management of Ena Fire Project of Kustore Area of BCCL in dismissing Mr. Manager Ram Cableman from service is justified? If not, to what relief Mr. Manager Ram is entitled and from what date?

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

R. K. SARAN, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2016

का.आ. 2354.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बीसीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 73 ऑफ 1995) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28.11.2016 को प्राप्त हुआ था।

[सं. एल-20012/488/1994-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 28th November, 2016

S.O. 2354.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 73 of 1995) as shown in Annexure, in the industrial dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 28.11.2016.

[No. L-20012/488/1994-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

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

Reference: No. 73/1995

Employer in relation to the management of Dugdha Coal Washery, M/s. BCCL

AND

Their workmen

Present : Shri R. K. Saran, Presiding Officer

Appearances:

For the Employers : Shri U.N. Lall, Advocate

For the workman : Shri D. Mukherjee,

State : Jharkhand

Industry : Coal

Dated- 23/09/2016

AWARD

By order No. L-20012 /488 /1994/IR (C-I) dt. 04.07.1995, the Central Government in the Ministry of Labour has, in exercise of powers conferred by clause (d) of sub-section(1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of the union for the regularisation of the services of S/Shri Ramji Ray and 15 others (as per list enclosed) by the principal employer viz management of Central Coal Washeries organisation/ Dugdha Coal Washery of M/S BCCL is justified ? If so , to what relief are the concerned workmen entitled?”

Annexure

List of workman

S.No.	Workman	Father's name	Address
1	Ramjee Ray	Late Jagarnath Ray	Vill. Tawkali P.O-Dayalpur, Dist. Chhapra
2	Mahabir Ram	Late Rameshwar Ram	Vill. Bandhdih, P.O. Karmatand, Dist. Bokaro
3	Kamal Deo Singh	Shri Pundeo Singh	Vill Khalispur, P.O. Khabsl, Dist. –Chhapra
4	Bhuneshwar Thakur	Late Shambhu Thaku	Vill- Narra, P.O.- Taranari, Dist – Bokaro

5	Nemchand Mahto	Sri Jagdish Mahto	Vill- Mercury, P.O.-Karyadpur, Dist Hazaribagh
6	Balu Mahto	Late Bhikha Mahto	Vill- Kodvadih P.O. Nawadih, Dist Bokaro
7	Basant Kumar	Shri Baijnath Kewat	Vill- Dugda basti , P.O. Dugdha, Dist Bokaro
8	Dukhan Mahto	Late Matuk Mahto	Vill- Ratari P.O.Dugdha Dist. Bokaro
9	Sanichar Mahto	Sri Daulat Mahto	Vill. Kholcho, P.O.- Telo, Dist. Bokaro
10	Amrit Mahto	Sri Bhawanl Mahto	Vill. Kholoho. P.O. Telo, Dist. Bokaro
11	Tarachand Mahto	Late Tulsi Mahto	Vill- Bhawanwardha P.O.Topchanchi Dist. Dhanbad
12	Budhan Mahto	Late Pushan Mahto	Vill. Taranari. P.O. Taranari, Dist. Bokaro
13	Teklal Mahto	Shri Bhawani Mahto	Vill. Kholcho, P.O.- Telo Dist. Bokaro
14	Lochan Rawani	Sudan Rawani	Vill. Hardhowa, P.O. Chandrapura, Dist. Bokaro.
15	Shyamlal Mahto	Deglal Mahto	Vill Laharbera P.o. Birnee . Dist. Bokaro
16	Saminudin Ansari	Bhusan Ansari	Vill. Charapati P.O. Harihar pur Dist. Dhabad

2. The case is received from the Ministry of Labour on 10.07.1995. After receipt of reference, both Parties are noticed, The Sponsoring Union files their written statement on 07.08.1995. After long delay the management files their written statement-cum-rejoinder on 08.01.1997. Two witnesses each examined from both side, and document of workman side is marked as W-1 & W-2 Series and document of Management marked as M-1 to M-5 .

3. The case of the workman is that Shri Ramjee Roy and 15 others concerned workmen have been working at Dugda coal Washery in permanant nature of job continuously since long under the direct control and supervision of the management and have put in 240 days attendance in a calender year and performing permanant nature of job as electrician, plan cleaning maintenance, drain cleaning, repairing of damaged cable, rechanalising of coal and various other permanant nature of job as per direction and control of the management.

4. It is also submitted that as per wage Board recommendation and NCWA the minimum starting category of workman is cat-I workman. The management have been Paying the wages in the name of so-called contractor only to comaflying the real issue. The concerned workman have been rendering service and producing goods for the benefits of dugda coal Washery management.

5. The concerned workman represented before the management several times for their regularisation at least as cat-I Mazdoor and for payment of wages as per NCWA but of any avail. Hence Industrial dispute arose for demanding regularisation at cat-I .

6. On the other hand the case of the management is that no employer employee relationship ever existed between the management and the concerned persons. The concerned persons were never engaged by the management at any point of time , there was no record of their service and there was no record of their payment in any pay sheets of the company.

7. It is further submitted by the management out of 16 workman mentioned in the list annexed to the schedule of reference only five persons had worked as contractor worker under verious contractor in which four workman under M/S A.K.Construction only in civil construction job for few days and one is under other contractor, and rest eleven persons had never worked on any job under any contractor.

8. It is also submitted by the management that the concerned persons were never engaged as contract workers in any permanent nature of job and there engagenent were purely temporary contract workers hence they cannot demand for their regularisation under the management .

9. The Central Govt. Issued notification in 1990 prohibiting engagement of contract Labour on slurry removal and the said notification was implemented.

10. It is also submitted by the management that the sponsoring Union has prepared a list of 16 workmen demanding for their regularisation under the management with the malafide intention of inducting the job seekers into the public sector undertaking .

11. It is also submitted by the management that some of the workmen mentioned in the list had worked as contractor workers for a few days in civil work whereas most of them are strangers not having entered into Dugda Coal washery in the capacity of contract workers. As such the concerned workman have no legal right to claim employment under the management.

12. The short point to be decided in the case that the workman are to be regularised as workmen under the management. From the reference it appears that the workmen were engaged by contractor under the management and there to be regularised. But the witnesses examined by the workman says that the workman were engaged by the management officials. The witness unable to trace any document though he says that he has filed the document. But from the document it is clear that, payment were made to contractor .

13. Sri Baijnath Kewat, Local Branch Secretary of Sponsoring Union examined as WW-2 being Union secretary says that I donot remember the name of rest 12 and he has not traced document which he has filed. In cross examination he has also says that “I have not filed any document, I cannot file any other document to show that the workman were engaged by the management.”

14. It is seen that no contractor examined to say that the workman were working under them. The witness examined , can name two to three workman and unable to says name others. This being the situation the Tribunal unable to give any relief to the workman.

15. Considering the facts and circumstances of this case I hold that the demand of the union for regularisation of the services of S/Shri Ramji Ray and 15 others (as per list enclosed in reference) by the principal employer viz management of Central Coal Washeries organisation/ Dugda Coal Washery of M/s. BCCL is not justified, Hence they are not entitled to get any relief.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2016

का.आ. 2355.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार टीस्को के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 19 ऑफ 2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28.11.2016 को प्राप्त हुआ था।

[सं. एल-20012/189/2002-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 28th November, 2016

S.O. 2355.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 19 of 2003) as shown in Annexure, in the industrial dispute between the employers in relation to the management of M/s. TISCO and their workmen, which was received by the Central Government on 28.11.2016.

[No. L-20012/189/2002-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

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

Reference: No. 19/2003

Employer in relation to the management of TISCO

AND

Their workman

Present : Shri R. K. Saran, Presiding Officer

Appearances:

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

For the workman : None

State : Jharkhand

Industry : Steel

Dated : 24/10/2016

AWARD

By order No. L-20012 /189/2002-IR(C-1) dated 24/01/2003, the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the TISCO management is justified in dismissing Sri Prem Bahadur Singh from service w.e.f. 04/04/1999? If not to what relief is the workman entitled?”

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

R. K. SARAN, Presiding Officer

नई दिल्ली, 29 नवम्बर, 2016

का.आ. 2356.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 दिसम्बर, 2016 को उस तारीख के रूप में नियत करती है, जिसे उक्त अधिनियम के अध्याय IV (धारा 44 व 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) तथा अध्याय V और VI [धारा 76 की उप-धारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं] के उपबंध असम राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

क्र.सं.	राज्य	जिलों का नाम
1.	असम	सोनितपुर
2.	असम	कामरूप ग्रामीण

[सं. एस-38013/43/2016-एस.एस.-I]

अजय मलिक, अवर सचिव

New Delhi, the 29th November, 2016

S.O. 2356.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st December, 2016 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following Areas in the State of Assam namely :—

Sl. No.	State	Districts
1.	Assam	Sonitpur
2.	Assam	Kamrup Rural

[No. S-38013/43/2016-S.S.-I]

AJAY MALIK, Under Secy.

नई दिल्ली, 29 नवम्बर, 2016

का.आ. 2357.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 दिसम्बर, 2016 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय IV (धारा 44 व 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) तथा अध्याय V और VI [धारा 76 की उप-धारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं] के उपबंध असम राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

क्र.सं.	राजस्व ग्राम का नाम/क्षेत्र	जिला/शहर
1.	मंगलदई शहर	दारंग
2.	चापाई	दारंग

3.	करीम चौक	दारंग
4.	भेबरघाट	दारंग
5.	पीपारा दोकान	दारंग
6.	श्रामहारी चौक	दारंग
7.	एन.एच.-52	दारंग
8.	एन.एच. रोड	दारंग
9.	थ्वजुलीबारी (सिपाझार)	दारंग
10.	डलगाँव	दारंग

[सं. एस-38013/44/2016-एस.एस.-I]

अजय मलिक, अवर सचिव

New Delhi, the 29th November, 2016

S.O. 2357.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st December, 2016 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following Areas in the State of Assam namely :—

Sl. No.	Name of Revenue Villages/area	District./Town
1.	Mangaldai Town	Darrang
2.	Chapai	Darrang
3.	Karim Chowk	Darrang
4.	Bhebarghat	Darrang
5.	Pipara Dokan	Darrang
6.	Ramhari Chowk	Darrang
7.	N.H.-52	Darrang
8.	M.G. Road	Darrang
9.	Bijulibari (Sipajhar)	Darrang
10.	Dalgaon	Darrang

[No. S-38013/44/2016-S.S.-I]

AJAY MALIK, Under Secy.

नई दिल्ली, 29 नवम्बर, 2016

का.आ. 2358.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मुम्बई पोर्ट ट्रस्ट के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ सं. 29/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29.11.2016 को प्राप्त हुआ था।

[सं. एल-31011/15/2008-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 29th November, 2016

S.O. 2358.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 29/2009) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the Industrial Dispute between the management of Mumbai Port Trust, and their workmen, received by the Central Government on 29.11.2016.

[No. L-31011/15/2008-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT : M.V. DESHPANDE, Presiding Officer

REFERENCE NO.CGIT-2/29 of 2009

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

MUMBAI PORT TRUST

The Chairman
Mumbai Port Trust
Port Bhavan, S.V. Marg
Ballard Estate
Mumbai-400 001.

AND

THEIR WORKMEN

The General Secretary
Mb. P.T. Dock & General Employees Union
Port Trust Kamgar Sadan
Nawab Tank Road
Mazgaon
Mumbai 400 010

APPEARANCES :

FOR THE EMPLOYER : Mr. M.B. Anchan, Advocate

FOR THE WORKMAN : Mr. J.H. Sawant, Advocate

Mumbai, dated 29th August, 2016

AWARD PART-II

The Government of India, Ministry of Labour & Employment by its Order No.L-31011/15/2008-IR (B-II), dated 11.02.2009 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the management of Mumbai Port Trust by imposing the punishment of compulsory retirement of Shri Abdul R. Shaikh is justified? What relief the concerned workman is entitled to?”

2. After receipt of the reference, notices were issued to both the parties. In response to the notice the second party workman filed his Statement of Claim at Ex-6. According to him he was working with the first party since 1982 as Mazdoor and he is permanent workman. He was in need of money for some domestic work. Therefore one Shri Vilas Pawar posing himself as an agent of the Bank promised the second party that second party would be granted loan from Dena Bank. The second party relied upon him and signed the papers given by Shri Vilas Pawar. Subsequently it was revealed that Shri Vilas Pawar fabricated the documents and had taken disadvantage of ignorance and need of money of the second party. Because of fraudulent act of Shri Vilas Pawar, second party did not get any loan from the Bank. Instead of that the first party initiated disciplinary action against the second party on the basis of charge sheet dt.03/01/2003 for the alleged violation of Regulation 1976. The second party denied the charges. The first party initiated inquiry against the workman in violation of Principles of Natural Justice. The inquiry Officer did not consider the evidence of the second party and the material placed on record. The findings of the IO are perverse. The IO was bias. They ignored to consider the fact that some other workmen were also deceived by such agents and they are retained in the service. No loss has been caused to first party. The second party has become victim of anti-social

elements and deserves leniency. On the basis of perverse findings of the IO the first party imposed upon the second party the punishment of compulsory retirement w.e.f.09/09/2004. The said punishment of compulsory retirement is grossly disproportionate to the gravity of the alleged misconduct. The second party has been subjected to injustice and lost his employment. Therefore he raised industrial dispute. As conciliation failed, on the report of ALC (C), Ministry of Labour & Employment has sent the reference to this Tribunal. The workman therefore prays that the inquiry be declared unfair and improper and the findings of the IO be declared perverse. He also prays that the punishment of compulsory retirement be quashed and the first party be directed to reinstate him with full back wages and consequential benefits.

3. The first party resisted the statement of claim vide its written statement at Ex-7. According to them, they have received a report from FA&CAO, Mumbai Port Trust that workman Shri Abdul Rehman Ibrahim had applied for personal loan of Rs.1,00,000/- from Dena Bank, Fort Branch by submitting false and fabricated documents. Therefore the workman was placed under suspension w.e.f. 20/08/2002 for committing misconduct and violating Regulations 3 (IA) (i) (iv) and (xiii) of the MbPT Employees (Conduct) Regulations, 1976. Thereafter he was served with charge sheet dt.03/01/2003. The workman submitted his explanation and denied the charges. Since his explanation was not satisfactory, departmental inquiry was initiated against him. Shir A. R. Rane, Retired Administrative Officer was appointed as Inquiry Officer and Shri V.V. Prabhu, Sr. Ex-Engineer was appointed as Presenting Officer. The inquiry was conducted by the IO in accordance with the Principles of Natural Justice. Fair and full opportunity was given to the workman to defend himself. An office bearer of union was his defence representative. The workman filed his reply to the charge-sheet. Copies of all the prosecution documents were given to the workman. They examined two witnesses. His defence representative cross examined them. The workman examined himself on oath. He was cross examined by the Presenting Officer. The workman had also submitted his written brief. Fair and proper opportunity was given to the workman to defend himself. After considering the documentary and oral evidence on record, the I.O. recorded his findings. They are based on oral and documentary evidence on record. The inquiry was fair and proper and findings of the I.O. are not perverse.

4. After receipt of the report of the Inquiry Officer the disciplinary authority issued show cause notice to the workman and he was given personal hearing. Thereafter the order of compulsory retirement was passed. The said action of the first party is legal and justified. The Appellate Authority and Reviewing Authority also upheld the action of the first party as legal and justified. Before imposing punishment the first party also examined past record of the workman and found that he had produced School Leaving Certificate of another person fraudulently by inserting his own name therein. He was involved in a theft case at Sewri Warehouse. He was found guilty of availing loan from several co-op credit societies without obtaining prior permission of the office. He had availed loan of Rs.50,000/- from Bombay Mercantile Bank by submitting manipulated documents and forging signatures of the MbPT Officers. In respect of the first case he was awarded penalty of dismissal. Subsequently penalty was modified by the Chairman to reduction of pay by two stages for the period of two years with prejudice. In second case major penalty of reduction of pay by three stages for a period of two years with prejudice was awarded. In case no. 3 & 4 no action was taken as disciplinary action in similar fraud case of Dena Bank was in progress. As the inquiry was fair and proper, findings of the I.O. are not perverse and looking into the previous conduct and the penalties imposed on the workman, the disciplinary authority has imposed the punishment of compulsory retirement which is proportionate to the misconduct. Therefore they pray that the reference be dismissed with cost.

5. Award part Iis passed bythis Tribunal on 5/5/2014. It is finding of fact that the inquiryis fair and proper. It is also a finding of fact the findings of the Inquiry Officer are not perverse.

6. In view of that nowfollowing are the issues for my determination. I record my findings there on for the reasons to follow:

Sr no.	Issues	Findings
3.	Whether the punishment of compulsory retirement imposed on the workman is shockingly disproportionate to the proved misconduct?	No.
4.	What relief the workman is entitled to?	As per order
5.	What order?	As per order.

REASONS

Issue no 3:

7. Having, gone throughAward Part-I, it is made clear that the inquiry is fair and proper. So also it is made clear that the findings of the Inquiry officerare not perverse. So now the question for consideration is only in respect of the

quantum of punishment imposed upon the concerned workman. It is to be seen whether punishment is disproportionate to the proved misconduct.

8. As a matter of fact, it has come on record that concerned second party workman has preferred Appeal before the appellate authority and the appellate authority has rejected his Appeal considering the aspect that this is not the first offence committed by the workman and that his past service record is also not satisfactory, he having been involved in many offences. It was considered that his case does not merit consideration for leniency.

9. The concerned workman has also then filed Review petition before Reviewing Authority i.e. Chairman, Mumbai Port Trust Bombay, and his review petition also came to be rejected on the ground that no new and valid submission was made for leniency. It was considered in review petition that in the cases of habitual misconduct such as that of concerned workman have been given similar penalty in the past and as such no cause to condone or modify penalty.

10. Ld. Counsel for the concerned workman submitted that the evidence on record does not show that the second party workman has availed of personal loan from the said bank and therefore the punishment imposed upon him is quite disproportionate to the proved misconduct. He submits that the concerned second party workman is victim of antisocial elements. He is the only earning member of the family and therefore it is necessary to modify the quantum of punishment.

11. It may be stated that the second party workman has not adduced evidence to prove the circumstances for condoning or modifying the penalty. On the contrary it has come on record that he was involved in many other offences, so also his service record was not satisfactory. Considering these aspects both the Appellate Authority and Review Authority has rejected prayer for modifying quantum of punishment on the ground that when misconduct is proved, similar punishment was given in other cases, in the absence of any other circumstances to modify the quantum of punishment.

12. Under these circumstances, I find that the punishment imposed upon the second party workman is proportionate to the proved misconduct and there is no ground to modify the same. Issue No. 3 is therefore answered accordingly.

Issues Nos. 4 & 5:

13. In view of my above findings. I find that the workman is not entitled to any relief and the Reference is liable to be rejected.

14. In the result I pass following Order:

ORDER

Reference is rejected with no order as to costs.

Date: 29.08.2016

M. V. DESHPANDE, Presiding Officer

नई दिल्ली, 29 नवम्बर, 2016

का.आ. 2359.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मोरमडगोवा पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ सं. 41/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29.11.2016 को प्राप्त हुआ था।

[सं. एल-36011/10/2011-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 29th November, 2016

S.O. 2359.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 41/2012) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the Industrial Dispute between the management of Mormugao Port Trust, and their workmen, received by the Central Government on 29.11.2016.

[No. L-36011/10/2011-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT : M.V. DESHPANDE, Presiding Officer

REFERENCE NO. CGIT-2/41 of 2012

**EMPLOYERS IN RELATION TO THE MANAGEMENT OF
MORMUGAO PORT TRUST**

The Chairman
Mormugao Port Trust
Mormugao Harbour
Headland Sada
Goa 403 804.

AND

THEIR WORKMEN

The President
Goa Port & Dock Workers Organisation
G-5, Machado Apartment
TiskPonda
Goa.

APPEARANCES:

FOR THE EMPLOYER : Mr. M.B. Anchan, Advocate

FOR THE WORKMEN : No appearance

Mumbai, dated the 22nd July, 2016

AWARD

The Government of India, Ministry of Labour & Employment by its Order No.L-36011/10/2011-IR (B-II), dated 12.09.2012 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the management of Mormugao Port Trust, Goa in non-consideration of demands of the employees for grant of promotion to the post of Senior Secretary and equivalent as per the earlier recruitment Rules by granting the relaxations is legal and justified? What relief the workmen are entitled to?”

2. After receipt of the Reference, notices were served on both the parties. Mr. P. Gaonkar appeared on behalf of the second party/ Union. Management filed Vakalatnama of Mr. M.B. Anchan. Second party Union sought adjournment for filing Statement of Claim. Though Mr. Gaonkar appeared on behalf of the second party Union did not file Statement of Claim and sought adjournments. On 12/11/2014, Mr. P. Gaonkar filed application for withdrawing his appearance on behalf of the second party. Fresh Notice was issued to parties for filing Statement of Claim on 01/03/2016 at Goa Camp Sitting. On 1/3/2016 Mr. G.S. Kubal appeared on behalf of the second party and sought adjournment for filing Statement of Claim. Matter was adjourned to 17/05/2016. But second party/ Union remained absent. Today also nobody appeared on behalf of second party union or filed Statement of Claim. Second party Union failed to file their Statement of Claim even after giving sufficient opportunity. In the circumstances, it appears, Second party/ Union is not interested in pursuing the matter. Without Statement of claim, the Reference cannot be decided on merits and the same deserves to be dismissed. Thus I pass the following order:

ORDER

Reference stands dismissed for want of prosecution.

Date: 22.07.2016

M. V. DESHPANDE, Presiding Officer

नई दिल्ली, 29 नवम्बर, 2016

का.आ. 2360.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ सं. 14/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29.11.2016 को प्राप्त हुआ था।

[सं. एल-12012/154/2004-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 29th November, 2016

S.O. 2360.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 14/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the Industrial Dispute between the management of Indian Overseas Bank, and their workmen, received by the Central Government on 29.11.2016.

[No. L-12012/154/2004-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT : M.V. DESHPANDE, Presiding Officer

REFERENCE NO. CGIT-2/14 of 2005

EMPLOYERS IN RELATION TO THE MANAGEMENT OF INDIAN OVERSEAS BANK

The General Manager
Indian Overseas Bank, Regional Office
Maker Tower 'E'
Cuffe Parade
Mumbai-400 005.

AND

THEIR WORKMEN

Shri Mohan D. Bele
C/o. Sampabai D. Bele
2007, Shri Bhawani Co-op. Housing Society Ltd.
Plot No.569, NikamWadi
Bhawani Shankar Road
Garage Gully
Dadar
Mumbai-400 028.

APPEARANCES:

FOR THE EMPLOYER : Mr. Satyaraj Alva, Advocate

FOR THE WORKMAN : In person

Mumbai, dated the 27th June, 2016

AWARD

The Government of India, Ministry of Labour & Employment by its Order No.L-12012/154/2004-IR (B-II), dated 09.11.2004 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the management of Indian Overseas Bank, Mumbai in removing the services of Shri Mohan D. Bele w.e.f. 1/3/2004 is justified? If not, what relief Shri Mohan D. Bele is entitled to?”

2. My Ld. Predecessor disposed of this Reference on 26.04.2016 for want of prosecution as workman did not file his Statement of Claim even after giving him sufficient opportunity. Thereafter vide order dated 13/02/2012 passed in Misc/Appn/CGIT-2/1 of 2006 Reference was restored to file. Matter was fixed on 10.4.2012 for filing Statement of Claim by the Workman. On 10.4.2012 workman filed application (Ex-16) for adjournment. Thereafter on 2/5/2012, 21/5/2012 & 18/6/2012 though workman remained present did not file Statement of claim and sought adjournment. Matter was adjourned on three occasions thereafter and notice was issued to workman. On 5/9/2012 workman remained present before this Tribunal but sought adjournment and finally filed his statement of claim (Ex-19) on 25/10/2012. On 15/02/2013 Management filed Vakalatnama of Shri S.V. Alva. Matter was adjourned on four occasions for filing Written statement by Management and on 27/08/2013, they filed their Written Statement at Ex-21. On 11/11/2013 issues were framed (Ex-22). Thereafter matter was adjourned on three occasions for filing of documents and for affidavit by workman witness. On 25/03/2014, Workman filed rejoinder (Ex-23) and on 8/5/2014 he filed application (Ex-24) for directing Management to file their documents. Management filed their Say (Ex-25) on

said application on 22/7/2014 and filed documents as per list Ex-26 on the next date. Matter was adjourned on several occasions thereafter for filing affidavit of WW-1.

3. My Ld. Predecessor retired on 11/04/2015 and the Presiding Officer of CGIT-1, Mumbai was given additional charge of this Tribunal. However workman did not file his affidavit (WW-1) and finally filed it on 17/3/2016. Cross examination of WW-1 was recorded and concluded on the next date i.e. on 4/4/2016. Matter was adjourned to 22/6/2016 for filing affidavit of workman witness no.2 (WW-2). However on 22.6.2016 instead of filing affidavit of WW-2, workman filed application (Ex-38) for withdrawing the reference citing 'delay in getting justice' as one of the reasons. The Say of otherside was called for. However otherside has not filed say on Ex-38. Sum and substance of Ex-38 is that workman wants to withdraw his Reference.

4. After perusing the Roznama and the record, it is clear that delay caused due to lethargic attitude of workman. The matter was referred in 2005. As workman did not file his statement of claim it was disposed of in 2006 for want of prosecution. Case was restored to file in 2012 as per order dated 13.02.2012 in Misc/Appln/CGIT-2/1 of 2006. Workman ought to have filed his Statement of Claim, documents, affidavit etc. on the given date of hearing. Instead he sought adjournments on several occasions. When the matter was fixed for filing Affidavit of WW-2, workman filed application Ex-38 for withdrawing the Reference.

5. As the second party workman is not interested in pursuing this matter further, the reference deserves to be dismissed for want of prosecution. Thus I proceed to pass the following order:

ORDER

The Reference stands dismissed for want of prosecution.

Date: 27.06.2016

M. V. DESHPANDE, Presiding Officer

नई दिल्ली, 29 नवम्बर, 2016

का.आ. 2361.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार गेटवे टर्मिनलस ऑफ इंडिया प्रा. लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ सं. 54/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29.11.2016 को प्राप्त हुआ था।

[सं. एल-31012/02/2013-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 29th November, 2016

S.O. 2361.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 54/2013) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the Industrial Dispute between the management of M/s. Gateway Terminals of India Pvt. Ltd., and their workmen, received by the Central Government on 29.11.2016.

[No. L-31012/02/2013-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT : M.V. DESHPANDE, Presiding Officer

REFERENCE NO. CGIT-2/54 of 2013

EMPLOYERS IN RELATION TO THE MANAGEMENT OF
M/S. GATEWAY TERMINALS OF INDIA PVT. LTD.

The General Manager
M/s. Gateway Terminals of India Pvt. Ltd.
GTI House, JN Port Sheva
Tal Uran
Distt. Raigad-400 707.

AND**THEIR WORKMAN**

The GTI Antargat Kamgar Sangathan
Mu-Sonari,
Shri Tisai Warehousing Marg
Post JNPT, Tal. Uran
Distt. Raigad
Maharashtra-400 707.

APPEARANCES :

FOR THE EMPLOYER : Mr. R.P. Gawade, Advocate

FOR THE UNION : No appearance.

Mumbai, dated the 2nd September, 2016

AWARD

The Government of India, Ministry of Labour & Employment by its Order No.L-31012/02/2013-IR (B-II), dated 03.10.2013 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the demand of union to consider Shri Mritunjay Patil, Supervisor as a workman under Industrial Disputes Act, 1947 and to modify his termination order dated 03.06.2012 and to follow the provisions made under the said Act is legal, just and proper? What relief the workman concerned is entitled to?”

2. After receipt of the Reference, notices were issued to both the parties. Notice sent to second party Union was returned by the Postal authorities with remarks “left address”. However concerned workman Mr.M. Patil appeared before this Tribunal in person on 13/5/2014 and on 11/12/2014. First party management filed application (Ex-7) stating that the matter has been settled amicably out of court on 25/09/2014 and requested to dispose of the Reference.

3. Second party workman though remained present on one or two occasions did not file his Statement of Claim. As workman did not file his Statement of Claim even after giving sufficient opportunity, I think it proper to dispose of the Reference for want of prosecution. Thus the order:

ORDER

Reference stands dismissed for want of prosecution.

Date: 02.09.2016

M. V. DESHPANDE, Presiding Officer