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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 6 अप्रैल, 2018

का.आ. 563.—बीमा विनियामक और विकास प्राधिकरण अधिनियम, 1999 (1999 का 41) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्रीय सरकार एतद्वारा श्री रवि मित्तल, अपर सचिव, वित्तीय सेवाएं विभाग के स्थान पर श्री देबासिश पांडा, अपर सचिव, वित्तीय सेवाएं विभाग को तत्काल प्रभाव से अगले आदेशों तक भारतीय बीमा विनियामक और विकास प्राधिकरण (आईआरडीएआई) के अंशकालिक सदस्य के रूप में नियुक्त करती है।

[फा. सं. 11/6//2003-बीमा-I]

मृतुन्जय सिंह, अवर सचिव

MINISTRY OF FINANCE
(Department of Financial Services)

New Delhi, the 6th April, 2018

S.O. 563.—In exercise of the power conferred by Section 4 of the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999), the Central Government hereby appoints Shri Debasish Panda, Additional Secretary, Department of Financial Services, Ministry of Finance as Part-time Member of the Insurance Regulatory and

Development Authority of India (IRDAI) vice Shri Ravi Mital, Additional Secretary, DFS with immediate effect and until further orders.

[F. No. 11/6/2003-Ins. I]
MRITUNJAY SINGH, Under Secy.

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 10 अप्रैल, 2018

का.आ. 564.—केंद्रीय सरकार, कर्नाटक राज्य सरकार, गृह विभाग (कानून व व्यवस्था), के शासकीय आदेश स. जी ओ. न. HD 115 CID.2017 बेंगलुरु, दिनांक 13.12.2017 की सम्मति के तहत, दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम स. 25) की धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए दिल्ली विशेष पुलिस स्थापना के सदस्यों को, श्री परेश सुपुत्र कमलाकर बुधवंत मेस्ता, निवासी तुलसीनगर, होनवरा, उत्तर कन्नड़ जिला, कर्नाटक की हत्या से सम्बंधित, होनवरा पुलिस थाना, उत्तर कन्नड़ जिला कर्नाटक में दर्ज अपराध सं. 592/2017 U/s 143, 147, 148, 302 & 201 r/w 149 & 120 -बी IPC का अन्वेषण करने तथा तत्सम्बन्धी प्रयत्न, उत्प्रेरणा व सड्यंत्रों या उक्त एक या एक से अधिक अपराधों या इस कृत्य के दौरान उक्त तथ्यों से उत्पन्न अन्य कोई अपराध जिसे अंजाम दिया गया हो, उसका अन्वेषण करने के लिए उनकी शक्तियों एवं क्षेत्राधिकार का विस्तार समस्त कर्नाटक राज्य में करती है।

[फा. सं. 228/06/2018-एवीडी-II]

एस. पी. आर. त्रिपाठी, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 10th April, 2018

S.O. 564.—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 State Government of Karnataka, Home(L&O) Department vide Government Order No.G.O No. HD 115 CID 2017 Bengaluru dated 13.12.2017, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Karnataka for investigation of the case in Crime No.592/2017 U/s 143,147,148,302 & 201 r/w 149 & 120-B IPC registered at Honnavara Police Station, Uttara Kannada District, Karnataka pertaining to the murder of Shri Paresh, S/o Kamalakar Budavanth Mesta, R/o Tulasinagar Honnavara, Uttara Kannada District, Karnataka and attempts, abetments and conspiracies in relation to or in connection with one or more of the offences mentioned above and any other offence or offences committed in the course of the same act or arising out of the same facts of the above said Crime Number.

[F.No. 228/06/2018-AVD-II]

S. P. R. TRIPATHI, Under Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य और परिवार कल्याण विभाग)

(सतर्कता प्रभाग)

नई दिल्ली, 15 मार्च, 2018

का.आ. 565.—विभागीय जांच (गवाहों की उपस्थिति का प्रवर्तन तथा दस्तावेज प्रस्तुति) अधिनियम, 1972 (1972 का 18) के खंड 4 के उप-खंड (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार एतद्वारा डॉ. वी.एम. अग्रवाल, पूर्व-चिकित्सा अधीक्षक और

जांच प्राधिकारी को डॉ. राकेश वर्मा, तत्कालीन विभागाध्यक्ष, कार्डियोलॉजी, सफदरजंग अस्पताल, नई दिल्ली से संबंधित विभागीय जांच के संबंध में उक्त अधिनियम के खंड 5 में विनिर्दिष्ट शक्तियों का प्रयोग करने का अधिकार प्रदान करती है।

[फा. सं. सी-13011/01/2012-सतर्कता]

एस. श्रीधर, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health and Family Welfare)

(VIGILANCE DIVISION)

New Delhi, the 15th March, 2018

S.O. 565.—In exercise of the power conferred by sub section (1) of Section 4 of Department Inquiries (Enforcement of Attendance of Witnesses and Production of Documents) Act, 1972 (18 of 1972), the Central Government hereby authorizes Dr. V.M. Agarwal, Ex-Medical Suprintendent & the Inquiring Authority to exercise the powers specified in Section 5 of the said Act in relation to departmental inquiry relating to Dr. Rakesh Varma, the then HoD, Cardiology, Safdarjung Hospital, New Delhi.

[F. No. C-13011/01/2012-Vig.]

S. SRIDHAR, Under Secy.

कोयला मंत्रालय

नई दिल्ली, 10 अप्रैल, 2018

का.आ. 566.—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उप-धारा (1) के अधीन जारी भारत के राजपत्र, भाग II, खंड 3, उप-खंड (ii), तारीख 1 अगस्त, 2017 द्वारा प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना का. आ. संख्यांक 2425(अ), तारीख 31 जुलाई, 2017 के प्रकाशन पर उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि और ऐसी भूमि, (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है), में के सभी अधिकार, उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन, सभी विल्लंगमों से मुक्त होकर, आत्यंतिक रूप में केन्द्रीय सरकार में निहित हो गए हैं ;

और केन्द्रीय सरकार को यह समाधान हो गया है कि सेंट्रल कोलफील्ड्स लिमिटेड, दरभंगा हाउस, राँची, झारखंड (जिसे इसमें इसके पश्चात् सरकारी कंपनी कहा गया है), ऐसे निबंधनों और शर्तों का जिन्हें केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए रजामंद है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि इस प्रकार निहित उक्त भूमि में या उस पर के पूर्वोक्त सभी अधिकार केन्द्रीय सरकार में इस प्रकार निहित बने रहने के बजाए, तारीख 1 अगस्त, 2017 से निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए सरकारी कंपनी में निहित हो जाएंगे, अर्थात:-

- (1) सरकारी कंपनी उक्त अधिनियम के उपबंधों और अन्य सुसंगत विधि के अधीन यथा अवधारित सभी प्रतिकर, ब्याज, नुकसानियों इत्यादि और वैसी ही मदों की बाबत सभी संदाय करेगी ;
- (2) सरकारी कंपनी द्वारा शर्त (1) के अधीन, संदेय रकमों का अवधारण करने के प्रयोजनों के लिए उक्त अधिनियम की धारा 14 के अधीन एक अधिकरण का गठन किया जाएगा तथा ऐसे किसी अधिकरण और उक्त अधिकरण की सहायता करने के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय, उक्त सरकारी कंपनी द्वारा वहन किए जाएंगे और इसी प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के लिए या उनके संबंध में अपील आदि विधिक कार्यवाहियों की बाबत उपगत, सभी व्यय भी सरकारी कंपनी द्वारा वहन किए जाएंगे ;
- (3) सरकारी कंपनी, केन्द्रीय सरकार या उसके पदधारियों की ऐसे किसी अन्य व्यय के संबंध में क्षतिपूर्ति करेगी जो इस प्रकार निहित उक्त भूमि में पूर्वोक्त अधिकारों के बारे में केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो ;

- (4) सरकारी कंपनी के पास केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि में इस प्रकार निहित उपर्युक्त अधिकारों को किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी; और
- (5) सरकारी कंपनी, ऐसे निदेशों और शर्तों का पालन करेगी, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिये जाएं या अधिरोपित किए जाएं।

[फा.सं. 43015/24/2016- एलए एण्ड आईआर]

आर.एस.सरोज, अवर सचिव

MINISTRY OF COAL

New Delhi, the 10th April, 2018

S.O. 566.—Whereas on the publication of the notification of the Government of India in the Ministry of Coal, number S.O. 2425(E), dated the 31st July, 2017, published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 1st August, 2017, issued under sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the lands and all rights in or over the said lands described in the Schedule appended to the said notification (hereinafter referred to as the said lands) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act;

And whereas, the Central Government is satisfied that the Central Coalfields Limited, Darbhanga House, Ranchi, Jharkhand (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 11 of the said Act, the Central Government hereby directs that all rights in or over the said land so vested, shall, with effect from the 1st August, 2017, instead of continuing to so vest in the Central Government, shall vest in the Government company, subject to the following terms and conditions, namely:-

- (1) the Government Company shall make all payments in respect of compensation, interest, damages, etc. and the like, as determined under the provisions of the said Act and other relevant law;
- (2) a Tribunal shall be constituted under section 14 of the said Act, for the purpose of determining the amounts payable by the Government Company under condition (1) and all expenditure incurred in connection with any such Tribunal and persons appointed to assist the Tribunal shall be borne by the said Government Company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc. for or in connection with the rights, in or over the said lands, so vested, shall also be borne by the Government Company;
- (3) the Government Company shall indemnify the Central Government, its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the aforesaid rights in the said land so vested;
- (4) the Government Company shall have no power to transfer the aforesaid rights in the said land so vested, to any other person without the prior approval of the Central Government ; and
- (5) the Government Company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said land as and when necessary.

[F.No. 43015/24/2016-LA & IR]

R. S. SAROJ, Under Secy.

पेट्रोलियम एवं प्राकृतिक गैस मंत्रालय

नई दिल्ली, 28 मार्च, 2018

का.आ. 567.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार के अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम एवं गैस मन्त्रालय की अधिसूचना सं० का० आ० 339(अ) तारीख 1 फरवरी 2016 जो भारत के राजपत्र सं० 293 तारीख 03 फरवरी 2016 को प्रकाशित की गई थी , द्वारा उस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमि में केरल राज्य में भारत पेट्रोलियम कार्पोरेशन लिमिटेड की कोच्चि रिफाइनरी से सेलम तक द्रवित पेट्रोलियम गैस के परिवहन के लिए कोच्चि कोयम्बटूर सेलम पाइपलाइन परियोजना के माध्यम से कोच्चि सेलम

पाइपलाइन प्राइवेट लिमिटेड द्वारा एक पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 27/02/2016 से 31/03/2016 के बीच उपलब्ध करा दी गई थी;

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

और केंद्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात, और यह समाधान हो जाने पर की उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

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

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

अनुसूची

राज्य: केरल		जिला: त्रिशुर		तालुक: चलक्कुटी	
नाम ग्राम	सर्वे नम्बर	क्षेत्रफल			
		हेक्टेयर	एरिया	वर्गमीटर	
किष्क्कुरी (खण्ड सं0 49)	833/1	0	07	14	
	833/3	0	08	82	
	834/3	0	01	46	
	834/4	0	15	86	
	841/4	0	01	15	
	841/5	0	05	19	
	843/1	0	08	97	
	843/3	0	08	54	
	859/8	0	06	86	
	859/12	0	03	24	
	861	0	10	24	
	862/2	0	02	96	
	862/5	0	04	05	
	862/6	0	00	70	
	862/8	0	01	93	
	870	0	07	31	
	871/3	0	06	39	
	871/4	0	03	71	
	872/1	0	14	66	

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 28th March, 2018

S.O. 567.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas SO No. 339(E), dated 01.02.2016 published in Govt. of India Gazette No. 293 dated 03.02.2016 issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (Central Act 50 of 1962) (herein after referred to as said Act), the Central Government declared its intention to acquire the Right of User in the land specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of Liquefied Petroleum Gas from Kochi Refinery of Bharat Petroleum Corporation Limited in the State of Kerala to Salem in the State of Tamilnadu.

AND, Whereas, the copies of the said Gazette notifications have been made available to the public between 27.02.2016 to 31.03.2016

AND, Whereas, the Competent Authority in pursuance of sub section (1) of section 6 of the said Act has submitted his report to the Central Government.

AND, Whereas, the Central Government, after considering the said report, is satisfied that the Right of User in the said land specified in the schedule appended should be acquired.

Now, therefore in exercise of the powers conferred by sub section (1) of the Section 6 of the said Act, the Central Government hereby declared that the Right of User in the Land specified in the schedule appended to this notification are hereby acquired.

AND, further, in exercise of powers conferred by sub section (4) of the section 6 of the said Act, the Central Government hereby directs that the Right of User in the said lands shall, instead of vesting in the Central Government vest free from all encumbrances in the Kochi – Salem Pipeline Private Limited.

SCHEDULE

STATE : KERALA		DISTRICT : THRISSUR		TALUK : CHALAKKUDY	
VILLAGE	SURVEY NUMBERS	AREA			
		HECTARES	ARES	SQ MTRS	
KIZHAKKUMMURI					
BLOCK. NO. 49	833/1	0	07	14	
	833/3	0	08	82	
	834/3	0	01	46	
	834/4	0	15	86	
	841/4	0	01	15	
	841/5	0	05	19	
	843/1	0	08	97	
	843/3	0	08	54	
	859/8	0	06	86	
	859/12	0	03	24	
	861	0	10	24	
	862/2	0	02	96	
	862/5	0	04	05	
	862/6	0	00	70	
	862/8	0	01	93	
	870	0	07	31	

871/3	0	06	39
871/4	0	03	71
872/1	0	14	66

[F.No. R-12031/196/2017-OR-I/E-19746]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 28 मार्च, 2018

का.आ. 568.—केंद्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार के अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम एवं गैस मन्त्रालय की अधिसूचना सं० का० आ० 910(अ) तारीख 23 मार्च 2015 जो भारत के राजपत्र सं० 681 तारीख 01 अप्रैल 2015 को प्रकाशित की गई थी, द्वारा उस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमि में केरल राज्य में भारत पेट्रोलियम कार्पोरेशन लिमिटेड की कोच्चि रिफाइनरी से सेलम तक द्रवित पेट्रोलियम गैस के परिवहन के लिए कोच्चि कोयम्बटूर सेलम पाइपलाइन परियोजना के माध्यम से कोच्चि सेलम पाइपलाइन प्राइवेट लिमिटेड द्वारा एक पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 13/08/2015 से 03/09/2015 के बीच उपलब्ध करा दी गई थी;

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

और केंद्रीय सरकार ने , उक्त रिपोर्ट पर विचार करने के पश्चात, और यह समाधान हो जाने पर की उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है ,उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

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

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

अनुसूची

राज्य: केरल		जिला: ऐरनाकुलम		तालुक: आलुवा	
नाम ग्राम	सर्वे नम्बर	क्षेत्रफल			
		हेक्टेयर	एरिया	वर्गमीटर	
आलुवा ईस्ट (खण्ड सं० 35)	161/8	0	02	06	
	163/8	0	01	48	
	163/9	0	05	25	
	163/12	0	02	90	
	163/17	0	08	55	
	163/19	0	06	40	
	164/7	0	07	10	
	164/8	0	03	16	
	164/9	0	07	57	
	164/11	0	03	43	

165/3	0	07	17
165/4	0	05	59
165/5	0	04	52
167/1	0	00	98
167/6	0	02	69
167/7	0	01	31
167/8	0	00	31
188/3	0	19	11
201/2	0	28	70
203/3	0	15	30
207/1	0	18	29
208/2	0	01	70
208/4	0	07	72
208/9	0	11	88
208/11	0	07	49
208/12	0	00	40
208/15	0	03	25
213/5	0	06	84
213/6	0	03	07

[फा.सं. आर-12031/196/2017-ओआर-1/ ई-19746]

पवन कुमार, अवर सचिव

New Delhi, the 28th March, 2018

S.O. 568.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas SO No. 910 (E), dated 23/03/2015 published in Govt. of India Gazette No. 681 dated 01.04.2015 issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (Central Act 50 of 1962) (herein after referred to as said Act), the Central Government declared its intention to acquire the Right of User in the land specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of Liquefied Petroleum Gas from Kochi Refinery of Bharat Petroleum Corporation Limited in the State of Kerala to Salem in the State of Tamilnadu.

AND, Whereas, the copies of the said Gazette notifications have been made available to the public between 13/08/2015 to 03/09/2015.

AND, Whereas, the Competent Authority in pursuance of sub section (1) of section 6 of the said Act has submitted his report to the Central Government.

AND, Whereas, the Central Government, after considering the said report, is satisfied that the Right of User in the said land specified in the schedule appended should be acquired.

Now, therefore in exercise of the powers conferred by sub section (1) of the Section 6 of the said Act, the Central Government hereby declared that the Right of User in the Land specified in the schedule appended to this notification are hereby acquired.

AND, further, in exercise of powers conferred by sub section (4) of the section 6 of the said Act, the Central Government hereby directs that the Right of User in the said lands shall, instead of vesting in the Central Government vest free from all encumbrances in the Kochi – Salem Pipeline Private Limited.

SCHEDULE

STATE : KERALA		DISTRICT : ERNAKULAM		TALUK : ALUVA	
VILLAGE	SURVEY NUMBERS	AREA			
		HECTARES	ARES	SQ MTRS	
ALUVA EAST	161/8	0	02	06	
BLOCK.NO. 35	163/8	0	01	48	
	163/9	0	05	25	
	163/12	0	02	90	
	163/17	0	08	55	
	163/19	0	06	40	
	164/7	0	07	10	
	164/8	0	03	16	
	164/9	0	07	57	
	164/11	0	03	43	
	165/3	0	07	17	
	165/4	0	05	59	
	165/5	0	04	52	
	167/1	0	00	98	
	167/6	0	02	69	
	167/7	0	01	31	
	167/8	0	00	31	
	188/3	0	19	11	
	201/2	0	28	70	
	203/3	0	15	30	
	207/1	0	18	29	
	208/2	0	01	70	
	208/4	0	07	72	
	208/9	0	11	88	
	208/11	0	07	49	
	208/12	0	00	40	
	208/15	0	03	25	
	213/5	0	06	84	
	213/6	0	03	07	

[F.No. R-12031/196/2017-OR-I/E-19746]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 28 मार्च, 2018

का.आ. 569.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार के अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया) की धारा 3 की उपधारा (1) के

अधीन जारी की गई भारत सरकार के पेट्रोलियम एवं गैस मन्त्रालय की अधिसूचना सं० का० आ० 910(अ) तारीख 23 मार्च 2015 जो भारत के राजपत्र सं० 681 तारीख 01 अप्रैल 2015 को प्रकाशित की गई थी, द्वारा उस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमि में केरल राज्य में भारत पेट्रोलियम कार्पोरेशन लिमिटेड की कोच्चि रिफाइनरी से सेलम तक द्रवित पेट्रोलियम गैस के परिवहन के लिए कोच्चि कोयम्बटूर सेलम पाइपलाइन परियोजना के माध्यम से कोच्चि सेलम पाइपलाइन प्राइवेट लिमिटेड द्वारा एक पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 13/08/2015 से 03/09/2015 के बीच उपलब्ध करा दी गई थी ;

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

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

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

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

राज्य: केरल		अनुसूची जिला: ऐरनाकुलम		तालुक: आलुवा	
नाम ग्राम	सर्वे नम्बर	क्षेत्रफल			वर्गमीटर
		हेक्टेयर	एरिया		
मटूर (खण्ड सं० 27)	276/5	0	12		72

[फा.सं. आर-12031/196/2017-ओआर-I/ ई-19746]

पवन कुमार, अवर सचिव

New Delhi, the 28th March, 2018

S.O. 569.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas SO No. 910 (E), dated 23/03/2015 published in Govt. of India Gazette No. 681 dated 01/04/2015 issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (Central Act 50 of 1962) (herein after referred to as said Act), the Central Government declared its intention to acquire the Right of User in the land specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of Liquefied Petroleum Gas from Kochi Refinery of Bharat Petroleum Corporation Limited in the State of Kerala to Salem in the State of Tamilnadu.

AND, Whereas, the copies of the said Gazette notifications have been made available to the public between 13/08/2015 to 03/09/2015.

AND, Whereas, the Competent Authority in pursuance of sub section (1) of section 6 of the said Act has submitted his report to the Central Government.

AND, Whereas, the Central Government, after considering the said report, is satisfied that the Right of User in the said land specified in the schedule appended should be acquired.

Now, therefore in exercise of the powers conferred by sub section (1) of the Section 6 of the said Act, the Central Government hereby declared that the Right of User in the Land specified in the schedule appended to this notification are hereby acquired.

AND, further, in exercise of powers conferred by sub section (4) of the section 6 of the said Act, the Central Government hereby directs that the Right of User in the said lands shall, instead of vesting in the Central Government vest free from all encumbrances in the Kochi – Salem Pipeline Private Limited.

SCHEDULE

STATE : KERALA

DISTRICT : ERNAKULAM

TALUK : ALUVA

VILLAGE	SURVEY NUMBERS	AREA		
		HECTARES	ARES	SQ . MTRS
MATTOOR BLOCK No. 27	276/5	0	12	72

[F.No. R-12031/196/2017-OR-I/E-19746]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 28 मार्च, 2018

का.आ. 570.—केंद्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार के अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम एवं गैस मन्त्रालय की अधिसूचना सं० का० आ० 910(अ) तारीख 23 मार्च 2015 जो भारत के राजपत्र सं० 681 तारीख 01 अप्रैल 2015 को प्रकाशित की गई थी , द्वारा उस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमि में केरल राज्य में भारत पेट्रोलियम कार्पोरेशन लिमिटेड की कोच्चि रिफानरी से सेलम तक द्रवित पेट्रोलियम गैस के परिवहन के लिए कोच्चि कोयम्बटूर सेलम पाइपलाइन परियोजना के माध्यम से कोच्चि सेलम पाइपलाइन प्राइवेट लिमिटेड द्वारा एक पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 13/08/2015 से 10/09/2015 के बीच उपलब्ध करा दी गई थी ;

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

और केंद्रीय सरकार ने , उक्त रिपोर्ट पर विचार करने के पश्चात, और यह समाधान हो जाने पर की उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है ,उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

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

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

अनुसूची

राज्य: केरल

जिला: ऐरनाकुलम

तालुक: आलुवा

नाम	सर्वे नम्बर	क्षेत्रफल		
		हेक्टेयर	एरिया	वर्गमीटर
मतूर (खण्ड सं० 27)	264 / 9	0	04	38
	354 / 4	0	00	23
	354 / 9	0	00	58
	354 / 10	0	01	38
	354 / 23	0	02	18
	354 / 24	0	02	50
करुकुटि (खण्ड सं० 2)	390 / 4	0	02	80

मूक्कन्नूर (खण्ड सं० 15)	253 / 1	0	00	35
	258 / 1	0	10	81
	258 / 6	0	07	00
	258 / 7	0	11	90
	258 / 8	0	01	60
	258 / 9	0	05	40
	264 / 2	0	00	56
	264 / 3	0	00	73
	264 / 4	0	06	76
	264 / 5	0	06	20
	264 / 7	0	05	03
	264 / 8	0	08	43
	264 / 11	0	01	75
	265 / 2	0	03	38
	265 / 3	0	02	13
	265 / 4	0	03	49
	265 / 5	0	01	15
	265 / 6	0	05	89
	265 / 10	0	00	90
	265 / 11	0	04	94
	265 / 13	0	10	86
	265 / 14	0	00	68
	265 / 16	0	00	26
	265 / 18	0	03	14
	268 / 1	0	06	89
	268 / 4	0	03	16
	268 / 6	0	03	51
	268 / 7	0	11	00
	268 / 8	0	06	91
	272 / 2	0	07	66
	272 / 6	0	02	82
	272 / 7	0	02	20
	272 / 8	0	07	46
	272 / 9	0	03	95
	272 / 10	0	01	79
	272 / 11	0	01	71
	272 / 12	0	05	35
	272 / 13	0	06	09

275 / 1	0	03	16
275 / 4	0	02	56
275 / 5	0	01	02
275 / 6	0	01	76
275 / 9	0	01	64
275 / 10	0	02	28
275 / 11	0	02	46
275 / 15	0	02	58
275 / 16	0	10	07
275 / 17	0	02	04
275 / 31	0	00	25
283 / 2	0	03	04
283 / 3	0	00	59
283 / 4	0	00	97
283 / 5	0	00	63
283 / 6	0	05	15
283 / 8	0	03	43
283 / 9	0	00	16
283 / 10	0	00	57
283 / 11	0	02	31
283 / 14	0	01	91
283 / 16	0	01	54
283 / 17	0	01	68
284 / 2	0	05	51
284 / 10	0	05	84
284 / 12	0	03	48
284 / 13	0	03	32
285 / 11	0	05	97
285 / 18	0	10	65
286 / 7	0	00	78
286 / 9	0	10	21
286 / 12	0	08	60
286 / 14	0	09	28
286 / 17	0	12	66
286 / 18	0	03	29
311 / 15	0	15	71
312 / 10	0	01	58
312 / 11	0	03	83

312 / 12	0	03	02
312 / 13	0	09	43
313 / 10	0	09	02
313 / 11	0	04	04
313 / 12	0	03	74
313 / 13	0	00	48
313 / 14	0	02	38
313 / 15	0	01	50
313 / 19	0	00	10
317 / 6	0	20	85
317 / 7	0	04	44
317 / 8	0	04	69
317 / 9	0	05	03
320 / 1	0	12	92
320 / 3	0	23	10

[फा.सं. आर-12031/196/2017-ओआर-I/ ई-19746]

पवन कुमार, अवर सचिव

New Delhi, the 28th March, 2018

S.O. 570.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas SO No. 910 (E), dated 23/03/2015 published in Govt. of India Gazette No. 681 dated 01/04/2015 issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (Central Act 50 of 1962) (herein after referred to as said Act), the Central Government declared its intention to acquire the Right of User in the land specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of Liquefied Petroleum Gas from Kochi Refinery of Bharat Petroleum Corporation Limited in the State of Kerala to Salem in the State of Tamilnadu.

AND, Whereas, the copies of the said Gazette notifications have been made available to the public between 13/08/2015 to 10/09/2015.

AND, Whereas, the Competent Authority in pursuance of sub section (1) of section 6 of the said Act has submitted his report to the Central Government.

AND, Whereas, the Central Government, after considering the said report, is satisfied that the Right of User in the said land specified in the schedule appended should be acquired.

Now, therefore in exercise of the powers conferred by sub section (1) of the Section 6 of the said Act, the Central Government hereby declared that the Right of User in the Land specified in the schedule appended to this notification are hereby acquired.

AND, further, in exercise of powers conferred by sub section (4) of the section 6 of the said Act, the Central Government hereby directs that the Right of User in the said lands shall, instead of vesting in the Central Government vest free from all encumbrances in the Kochi – Salem Pipeline Private Limited.

SCHEDULE

STATE : KERALA

DISTRICT : ERNAKULAM

TALUK : ALUVA

VILLAGE	SURVEY NUMBERS	AREA		
		HECTARES	ARES	SQ . MTRS
MATTOOR	264/9	0	04	38

BLOCK No. 27	354/4	0	00	23
	354/9	0	00	58
	354/10	0	01	38
	354/23	0	02	18
	354/24	0	02	50
KARUKUTTY	390/4	0	02	80
BLOCK. No. 2				
MOOKKANNOOR	253/1	0	00	35
BLOCK. No. 15	258/1	0	10	81
	258/6	0	07	00
	258/7	0	11	90
	258/8	0	01	60
	258/9	0	05	40
	264/2	0	00	56
	264/3	0	00	73
	264/4	0	06	76
	264/5	0	06	20
	264/7	0	05	03
	264/8	0	08	43
	264/11	0	01	75
	265/2	0	03	38
	265/3	0	02	13
	265/4	0	03	49
	265/5	0	01	15
	265/6	0	05	89
	265/10	0	00	90
	265/11	0	04	94
	265/13	0	10	86
	265/14	00	0	68
	265/16	0	00	26
	265/18	0	03	14
	268/1	0	06	89
	268/4	0	03	16
	268/6	0	03	51
	268/7	0	11	00
	268/8	0	06	91
	272/2	0	07	66
	272/6	0	02	82
	272/7	0	02	20
	272/8	0	07	46
	272/9	0	03	95
	272/10	0	01	79
	272/11	0	01	71
	272/12	0	05	35
	272/13	0	06	09
	275/1	0	03	16
	275/4	0	02	56
	275/5	0	01	02
	275/6	0	01	76

275/9	0	01	64
275/10	0	02	28
275/11	0	02	46
275/15	0	02	58
275/16	0	10	07
275/17	0	02	04
275/31	0	00	25
283/2	0	03	04
283/3	0	00	59
283/4	0	00	97
283/5	0	00	63
283/6	0	05	15
283/8	0	03	43
283/9	0	00	16
283/10	0	00	57
283/11	0	02	31
283/14	0	01	91
283/16	0	01	54
283/17	0	01	68
284/2	0	05	51
284/10	0	05	84
284/12	0	03	48
284/13	0	03	32
285/11	0	05	97
285/18	0	10	65
286/7	0	00	78
286/9	0	10	21
286/12	0	08	60
286/14	0	09	28
286/17	0	12	66
286/18	0	03	29
311/15	0	15	71
312/10	0	01	58
312/11	0	03	83
312/12	0	03	02
312/13	0	09	43
313/10	0	09	02
313/11	0	04	04
313/12	0	03	74
313/13	0	00	48
313/14	0	02	38
313/15	0	01	50
313/19	0	00	10
317/6	0	20	85
317/7	0	04	44

317/8	0	04	69
317/9	0	05	03
320/1	0	12	92
320/3	0	23	10

[F.No. R-12031/196/2017-OR-I/E-19746]

PAWAN KUMAR, Under Secy.

श्रम और रोजगार मंत्रालय

नई दिल्ली, 26 मार्च, 2018

का.आ. 571.—राष्ट्रपति, न्यायाधीश (सेवानिवृत्त) रविन्द्र नाथ मिश्रा-II को दिनांक 19.03.2018 से 65 वर्ष की आयु अर्थात् 05.11.2020 तक अथवा अगले आदेशों तक, जो भी पहले हो, केन्द्रीय सरकार औद्योगिक अधिकरण सह श्रम न्यायालय/राष्ट्रीय औद्योगिक अधिकरण, कोलकाता के पीठासीन अधिकारी के रूप में नियुक्त करते हैं।

[सं. अ-19011/01/2018-सीएलएस-II]

अजय मलिक, अवर सचिव

MINISTRY OF LABOUR AND EMPLOYMENTNew Delhi, the 26th March, 2018

S.O. 571.—The President is pleased to appoint Justice(Retd) Ravindra Nath Mishra-II as Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court/National Industrial Tribunal, Kolkata with effect from 19.03.2018 and upto the age of 65 years i.e. upto 05.11.2020 or until further orders, whichever is earlier.

[F.No. A-19011/01/2018-CLS-II]

AJAY MALIK, Under Secy.

नई दिल्ली, 4 अप्रैल, 2018

का.आ. 572.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, मैसर्स आई. ओ.टी. इन्फ्रास्ट्रक्चर एण्ड एनर्जी सर्विसेस लिमिटेड एवं अन्य के प्रबंधन के संबंध में निर्विवाद औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 21/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.04.2018 को प्राप्त हुआ था।

[सं. एल-30012/36/2016-आईआर (एम)]

डी.के. हिमांशु, अवर सचिव

New Delhi, the 4th April, 2018

S.O. 572.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 21/2017) 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 IOT Infrastructure and Energy Services Limited and other and their Workman, which was received by the Central Government on 03.04.2018.

[No. L-30012/36/2016-IR (M)]

D.K. HIMANSHU, 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 16th March, 2018

Reference: (CGITA) No- 21/2017

1. The Project Manager,
M/s IOT Infrastructure and Energy Services Limited,
Plot No. Y2, Ceat Tyre Road, Nr. Nahur Railway Station,
Bhandup (W), Mumbai – 400078
2. The Dy. General Manager (M),
M/s ONGC Petro Additions Limited,
1st Floor, Omkara Complex, Sai Chowkdi,
Manjalpur, Vadodara (Gujarat) – 390011

...First Party

V/s

Shri Bhupendra Pragjibhai Prajapati,
B-134, Mahanagar Society, Nr. Yamuna Mills,
Dabhi Road, Pratapnagar,
Vadodara (Gujarat)-390004

...Second Party

For the First Party No. 1 : Shri Anil Parikh
For the First Party No. 2 : Shri Akshat Khare
For the Second Party : Shri V.K. Mashar

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30012/36/2016–IR(M) dated 21.03.2017 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether Shri BhupendraPragjibhaiPrajapati, Ex-junior Manager-Stores is covered under the definition of workman as defined under Section 2 (s) of the Industrial Disputes Act, 1947? If so, “whether the action of the management of M/s IOT Infrastructure and Energy Services Ltd., Mumbai in terminating the services of Shri BhupendraPragjibhaiPrajapati, Ex-Junior Manager – Stores w.e.f. closing hours of 5th March, 2015 is legal, just and proper? If not, what relief the concerned workman is entitled to?”

1. The reference dates back to 21.03.2017. After serving the notice on the parties, the second party submitted the statement of claim Ex. 2 and before filing written statement by the first party; both the parties submitted the settlement Ex. 10 which was read over to both the parties who were identified by their respective counsels. Both the parties agreed and verified the terms of the settlement Ex. 10.
2. Thus the reference is finally disposed of in terms of the settlement Ex. 10.
3. The award is passed accordingly. The settlement Ex. 10 will be the part of the award.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 4 अप्रैल, 2018

का.आ. 573.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, मैसर्स आई. ओ.टी. इन्फ्रास्ट्रक्चर एण्ड एनर्जी सर्विसेस 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 22/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.04.2018 को प्राप्त हुआ था।

[सं. एल-30012/37/2016-आईआर (एम)]

डी.के. हिमांशु, अवर सचिव

New Delhi, the 4th April, 2018

S.O. 573.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 22/2017) 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 IOT Infrastructure and Energy Services Limited and other and their Workman, which was received by the Central Government on 03.04.2018.

[No. L-30012/37/2016-IR (M)]

D.K. HIMANSHU, 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 16th March, 2018

Reference: (CGITA) No- 22/2017

1. The Project Manager,
M/s IOT Infrastructure and Energy Services Limited,
Plot No. Y2, Ceat Tyre Road, Nr. Nahur Railway Station,
Bhandup (W), Mumbai – 400078
2. The Dy. General Manager (M),
M/s ONGC Petro Additions Limited,
1st Floor, Omkara Complex, Sai Chowkdi,
Manjalpur, Vadodara (Gujarat) – 390011

...First Party

V/s

Shri Pravinkumar Paragbhai Parmar,
A/1, Janakpuri Society, Opp. Vidyavihar School, Subhanpura,
Vadodara (Gujarat) – 390004

...Second Party

For the First Party No. 1 : Shri Anil Parikh

For the First Party No. 2 : Shri Akshat Khare

For the Second Party : Shri V.K. Mashar

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30012/37/2016-IR(M) dated 21.03.2017 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether Shri Pravinkumar Paragbhai Parmar, Ex-Senior Officer is covered under the definition of workman as defined under Section 2 (s) of the Industrial Disputes Act, 1947? If so, “whether the action of the management of M/s IOT Infrastructure and Energy Services Ltd., Mumbai in terminating the services of Shri Pravinkumar Paragbhai Parmar, Ex-Senior Officer w.e.f. closing hours of 5th March, 2015 is legal, just and proper? If not, what relief the concerned workman is entitled to?”

1. The reference dates back to 21.03.2017. After serving the notice on the parties, the second party submitted the statement of claim Ex. 2 and before filing written statement by the first party; both the parties submitted the settlement Ex. 11 which was read over to both the parties who were identified by their respective counsels. Both the parties agreed and verified the terms of the settlement Ex. 11.
2. Thus the reference is finally disposed of in terms of the settlement Ex. 11.
3. The award is passed accordingly. The settlement Ex. 11 will be the part of the award.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 4 अप्रैल, 2018

का.आ. 574.—औद्योगिक विवाद अधिनियम 1947, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, मैसर्स भारतीय विमानपत्तन प्राधिकरण एवं अन्य 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 99/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.04.2018 को प्राप्त हुआ था।

[सं. एल-11011/4/2013-आईआर (एम)]

डी.के. हिमांशु, अवर सचिव

New Delhi, the 4th April, 2018

S.O. 574.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 99/2014) 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 Airports Authority of India and other and their Workman, which was received by the Central Government on 03.04.2018.

[No. L-11011/4/2013-IR (M)]

D.K. HIMANSHU, 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 06th March, 2018

Reference: (CGITA) No- 99/2014

1. The Airport Controller,
Airports Authority of India,
Dumas Road,
Surat (Gujarat)
2. M/s Central Tap Engineering,
30, Kameshwar Twins,
100 Foot Road, Shreyas Tekra,
Ahmedabad (Gujarat)

... First Party

V/s

The Secretary,
Surat Jilla Bhartiya Mazdoor Sangh,
House No. 4, Shantibhai Ni Chawl, Behind Dhanamal Complex,
Udhna Darwaja, Khatodara,
Surat (Gujarat)

...Second Party

For the First Party : Shri C.S Naidu Associates
For the Second Party : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-11011/4/2013-IR(M) dated 27.06.2013 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 Surat Jilla Bharatiya Mazdoor Sangh, Surat for regularization of services of Shri Patel Dhansukh S. in the establishment of Airports Authority of India, Surat from the date of their joining in service by treating the contract between the management of Airports Authority of India, Surat and the contractor is sham, bogus and mere paper arrangement is legal, proper and just? If so, to what relief Shri Patel Dhansukh S. is entitled to?”

1. The reference dates back to 27.06.2013. Despite service of notice on both the parties and giving 10 opportunities to submit the statement of claim by the second party union Surat Jilla Bharatiya Mazdoor Sangh and also seeking last opportunity by his advocate Shri N.H. Rathod for submitting the statement of claim, the second party union has been absent and failed to submit the statement of claim. Shri N.H. Rathod who claims himself the advocate for the second party union, was present in the court but did not comment anything regarding the submission of the statement of claim.
2. Thus it appears that the second party union is not willing to prosecute the case.
3. Thus the reference is disposed of in the absence of the statement of claim of the second party union with the observation as under: “the demand of Surat Jilla Bharatiya Mazdoor Sangh, Surat for regularization of services of Shri Patel Dhansukh S. in the establishment of Airports Authority of India, Surat from the date of their joining in service by treating the contract between the management of Airports Authority of India, Surat and the contractor, can be said to be sham and bogus. The demand of the union also can be said to be illegal, improper and unjustified.”

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 4 अप्रैल, 2018

का.आ. 575.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, मैसर्स भारतीय विमानपत्तन प्राधिकरण एवं अन्य 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 100/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.04.2018 को प्राप्त हुआ था।

[सं. एल-11011/5/2013-आईआर (एम)]

डी.के. हिमांशु, अवर सचिव

New Delhi, the 4th April, 2018

S.O. 575.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 100/2014) 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 Airports Authority of India and other and their Workman, which was received by the Central Government on 03.04.2018.

[No. L-11011/5/2013-IR (M)]

D.K. HIMANSHU, 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 06th March, 2018

Reference: (CGITA) No- 100/2014

1. The Airport Controller,
Airports Authority of India,
Dumas Road,
Surat (Gujarat)

2. M/s Central Tap Engineering,
30, Kameshwar Twins,
100 Foot Road, Shreyas Tekra,
Ahmedabad (Gujarat)

...First Party

V/s

The Secretary,
Surat Jilla Bhartiya Mazdoor Sangh,
House No. 4, Shantibhai Ni Chawl, Behind Dhanamal Complex,
Udhna Darwaja, Khatodara,
Surat (Gujarat)

... Second Party

For the First Party : Shri C.S Naidu Associates

For the Second Party : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-11011/5/2013-IR(M) dated 27.06.2013 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 Surat Jilla Bharatiya Mazdoor Sangh, Surat for regularization of services of Shri Patel Nishant T. & Shri Patel Vimal H. in the establishment of Airports Authority of India, Surat from the date of their joining in service by treating the contract between the management of Airports Authority of India, Surat and the contractor is sham, bogus and mere paper arrangement is legal, proper and just? If so, to what relief Shri Patel Nishant T. & Shri Patel Vimal H. is entitled to?”

1. The reference dates back to 27.06.2013. Despite service of notice on both the parties and giving 10 opportunities to submit the statement of claim by the second party union Surat Jilla Bharatiya Mazdoor Sangh and also seeking last opportunity by his advocate Shri N.H. Rathod for submitting the statement of claim, the second party union has been absent and failed to submit the statement of claim. Shri N.H. Rathod who claims himself the advocate for the second party union, was present in the court but did not comment anything regarding the submission of the statement of claim. Thus it appears that the second party union is not willing to prosecute the case.
2. Thus the reference is disposed of in the absence of the statement of claim of the second party union with the observation as under: “the demand of Surat Jilla Bharatiya Mazdoor Sangh, Surat for regularization of services of Shri Patel Nishant T. & Shri Patel Vimal H. in the establishment of Airports Authority of India, Surat from the date of their joining in service by treating the contract between the management of Airports Authority of India, Surat and the contractor can be said to be sham and bogus. The demand of the union also can be said to be illegal, improper and unjustified.”

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 4 अप्रैल, 2018

का.आ. 576.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, मैसर्स बिरला सीमेन्ट कार्पोरेशन लिमिटेड एवं अन्य के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 15/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.04.2018 को प्राप्त हुआ था।

[सं. एल-29012/41/2016-आईआर (एम)]

डी.के. हिमांशु, अवर सचिव

New Delhi, the 4th April, 2018

S.O. 576.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 15/2017) of the Central Government Industrial Tribunal/Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employers in relation to the

management of M/s Birla Cement Corporation Limited and other and their Workman, which was received by the Central Government on 03.04.2018.

[No. L-29012/41/2016-IR (M)]

D.K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

Present: Rakesh Kumar, Presiding Officer

I.D. No. 15/2017

Ref.No. L-29012/41/2016-IR(M) dated 30.03.2017

BETWEEN

Sri Ram Sumiran S/o Sri Sunder Lal,
R.o Village Raja Ka Purwa, Post-Tekari Dadu
Block Rahi, Raibareli(UP)

AND

1. The Vice President,,
M/s Birla Cement Corporation Limited,
Cement Unit, Amawan Road, Raibareli (UP)
2. The Factory Manager
M/s Birla Cement Corpn. Ltd.
Cement Unit, Amawan Road, Raibareli
3. M/s H.R. Contractors through
M/s Birla Cement Corporation Limited,
Cement Unit, Amawan Road, Raibareli

AWARD

- 1 By order No. L-29012/41/2016-IR(M) dated 30.03.2017 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the Sri Ram Sumiran S/o Sh. Sunder Lal , Raibareli and the Vice President/Factory Manager/M/s H.R. Contractors, Birla Cement Corporation Ltd. Raibareili for adjudication.
2. The reference under adjudication is:

“KYA BIRLA CEMENT CORPORATION LIMITED KE MANAGEMENT CEMENT IKAI, RAEBARELI WA M/S H.R. CONTRACTORS, RAEBARELI DWARA SRI RAJ KUMAR S/O LATE SRI LAL BAHADUR, RAEBARELI KO DINANK 01.10.2014 KO NAUKARI SE NIKAL DIYA JAANA NYAYOCHIT EVAM VAIDH HAI? YADI NAHIN TO VAADI KIS RAHAT KO PAANE KA HAQDAR HAI?”
3. As per the claim statement W-1, the petitioner workman has stated in brief that he has been working for the last twelve years under opposite party No.1 in the Cement Unit and payment was being made in cash by opposite party 3 and he was appointed in the factory of opposite party No.1 through contractor opposite party no.3 on oral directions. However, the contract was used to change off and on, but the petitioner has been working without any interruption for the last 12 years and no complaint was ever received against him, neither any warning letter or charge sheet was issued to him. His work and conduct towards his superiors and employees has always been quite good, but when he requested for his regularization and for grant of facilities to him, the management of the Company got annoyed and on its directions the contractor terminated his services orally on 01.10.2014.
4. The petitioner has further stated that he has requested several times for his reinstatement but the management did not accept his request, the principle of “First come and last Go” was not followed, junior employees are still working there. Complaint was in writing made to superior authorities as well as DLC/ALC, conciliation proceeding failed. The workman has alleged violation of the provision of I.D. Act., no prior notice was given neither salary in lieu of notice and retrenchment compensation etc. was paid. Other facilities as casual leave, earned leave and encashment are also not being provided to the labourers by the Company. Request for delay of condonation has also been made. The workman has also submitted that before the termination his monthly

salary was Rs.6500/- With the aforesaid averments request has been made to set aside the oral termination order dated 01.10.2014 and for his reinstatement with full salary.

5. During the proceedings before this Court the petitioner has moved an application W-3 dated 28.2.2018, alongwith the terms of the compromise, requesting thereby that he voluntarily intends to not press this case, in view of the compromise arrived at by both the parties. It appears that an amicable settlement has been accepted by both the parties. Parties learned Authorised Representatives alongwith workman have themselves pleaded before this Court that the Industrial Dispute referred by the Govt. of India may kindly be adjudicated in the light of the compromise W-4 dated 28.2.2018. Before this Tribunal the management has handed over cheque No. 515970 of SBI dated 28.02.2018 amounting to Rs.94570/ to the workman.
6. After having heard both the parties and perusal of the record available before this Court it is inferred that good sense has prevailed on both the parties, and they have entered into a compromise/terms of settlement W-4 dated 28.2.2018. Therefore the matter is adjudicated accordingly in terms of the compromise W-4 dt. 28.02.2018. Photo copy of the compromise dated 28.02.2018, duly attested by the Secretary to the Court, CGIT, Lucknow shall form part of the award.
7. Award as above.

LUCKNOW, 05.03.2018

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 4 अप्रैल, 2018

का.आ. 577.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, मैसर्स बिरला सीमेंट कार्पोरेशन 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, लखनऊ के पंचाट (संदर्भ संख्या 23/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.04.2018 को प्राप्त हुआ था।

[सं. एल-29012/42/2016-आईआर (एम)]

डी.के. हिमांशु, अवर सचिव

New Delhi, the 4th April, 2018

S.O. 577.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 23/2017) of the Central Government Industrial Tribunal/Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Birla Cement Corporation Limited and other and their Workman, which was received by the Central Government on 03.04.2018.

[No. L-29012/42/2016-IR (M)]

D.K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

Present: Rakesh Kumar, Presiding Officer

I.D. No. 23/2017

Ref.No. L-29012/42/2016-IR(M) dated 30.03.2017

BETWEEN

Sri Raj Kumar S/o Late Sri Lal Bahadur,
R/o Village & Post- Rasehta,
Raibareli(UP)

AND

1. The Vice President,,
M/s Birla Cement Corporation Limited,
Cement Unit Amawan Road
Raibareli(UP)

2. The Factory Manager
M/s Birla Cement Corpn. Ltd.
Cement Unit, Amawan Road, Raibareli
3. M/s H.R. Contractors through
M/s Birla Cement Corporation Limited,
Cement Unit, Amawan Road, Raibareli

AWARD

1. By order No. L-29012/42/2016-IR(M) dated 30.03.2017 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the Sri Raj Kumar S/o Late Sh. Lal Bahadur, Raibareli and the Vice President/Factory Manager/M/s H.R. Contractors, Birla Cement Corporation Ltd. Raibareli for adjudication.

2. The reference under adjudication is:

“KYA BIRLA CEMENT CORPORATION LIMITED KE MANAGEMENT CEMENT IKAL, RAEBARELI WA M/S H.R. CONTRACTORS, RAEBARELI DWARA SRI RAJ KUMAR S/O LATE SRI LAL BAHADUR, RAEBARELI KO DINANK 01.10.2014 KO NAUKARI SE NIKAL DIYA JAANA NYAYOCHIT EVAM VAIDH HAI? YADI NAHIN TO VAADI KIS RAHAT KO PAANE KA HAQDAR HAI?”

3. As per the claim statement W-1, the petitioner workman has stated in brief that he has been working for the last twelve years under opposite party No.1 in the Cement Unit and payment was being made in cash by opposite party 3 and he was appointed in the factory of opposite party No.1 through contractor opposite party no.3 on oral directions. However, the contract was used to change off and on, but the petitioner has been working without any interruption for the last 12 years and no complaint was ever received against him, neither any warning letter or charge sheet was issued to him. His work and conduct towards his superiors and employees has always been quite good, but when he requested for his regularization and for grant of facilities to him, the management of the Company got annoyed and on its directions the contractor terminated his services orally on 01.10.2014.
4. The petitioner has further stated that he has requested several times for his reinstatement but the management did not accept his request, the principle of “First come and last Go” was not followed, junior employees are still working there. Complaint was in writing made to superior authorities as well as DLC/ALC, conciliation proceeding failed. The workman has alleged violation of the provision of I.D. Act., no prior notice was given neither salary in lieu of notice and retrenchment compensation etc. was paid. Other facilities as casual leave, earned leave and encashment are also not being provided to the labourers by the Company. Request for delay of condonation has also been made. The workman has also submitted that before the termination his monthly salary was Rs.6500/- With the aforesaid averments request has been made to set aside the oral termination order dated 01.10.2014 and for his reinstatement with full salary.
5. During the proceedings before this Court the petitioner has moved an application W-3 dated 28.2.2018, alongwith the terms of the compromise, requesting thereby that he voluntarily intends to not press this case, in view of the compromise arrived at by both the parties. It appears that an amicable settlement has been accepted by both the parties. Parties learned Authorised Representatives alongwith workman have themselves pleaded before this Court that the Industrial Dispute referred by the Govt. of India may kindly be adjudicated in the light of the compromise W-4 dated 28.2.2018. Before this Tribunal the management has handed over cheque No. 515972 of SBI dated 28.02.2018 amounting to Rs.94570/ to the workman.
6. After having heard both the parties and perusal of the record available before this Court it is inferred that good sense has prevailed on both the parties, and they have entered into a compromise/terms of settlement W-4 dated 28.2.2018. Therefore the matter is adjudicated accordingly in terms of the compromise W-4 dt. 28.02.2018. Photo copy of the compromise dated 28.02.2018, duly attested by the Secretary to the Court, CGIT, Lucknow shall form part of the award.

7. Award as above.

LUCKNOW, 05.03.2018

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 4 अप्रैल, 2018

का.आ. 578.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, मैसर्स तेल एवं प्राकृतिक गैस निगम लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, गुवाहाटी के पंचाट (संदर्भ संख्या 12/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.04.2018 को प्राप्त हुआ था।

[सं. एल-30012/1/2014-आईआर (एम)]

डी.के. हिमांशु, अवर सचिव

New Delhi, the 4th April, 2018

S.O. 578.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 12/2014) of the Central Government Industrial Tribunal/Labour Court, Guwahati now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Oil and Natural Gas Corporation Limited and their Workman, which was received by the Central Government on 03.04.2018.

[No. L-30012/1/2014-IR (M)]

D.K. HIMANSHU, Under Secy.

ANNEXURE

IN THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GUWAHATI, ASSAM

Present: Shri Mrinmoy Kumar Bhattacharjee,
M.A., LL.B. Presiding Officer,
CGIT-cum-Labour Court, Guwahati.

Ref. Case No. 12 of 2014.

In the matter of an Industrial Dispute between :-

The Management of ongc Ltd., Cachar Forward Base, Silchar, Assam.

...O.P/ Management.

-Vrs-

Workman Sri Nikunja Paul, Malugram, Sikhar, Assam.

...Claimant/Workman.

APPEARANCES :

For the Workman.	:	Mr. J.Kar, Ld Advocate. Mr. H.Dey, Ld Advocate.
For the Management	:	Mr. P.K.Roy, Learned Advocate. Mr. S.K.Chakrabarty, Ld. Advocate. Mrs. M.Dutta, Ld. Advocate, Mrs. A.Chakrabarty, Ld. Advocate.

Date of Award: 19.03.2018.

AWARD

1. The present reference arose out of an Industrial Dispute between the claimant/workman Sri Nikunja Paul and the Management of ONGC Ltd., Cachar Forward Base, Silchar, Assam. According to the Central Government, an Industrial Dispute exists between ONGC and the workman in respect of the matters mentioned in the Schedule as here under:

SCHEDULE

“Whether the action of the management of ONGC Ltd., Cachar Forward Base, Silchar-788026 (through General Manager) in dismissing the services of Sh. Nikunja Paul, Ex-Contingent Employee w.e.f. 19.06.13 vide order dated 18.06.13 and in denying to reinstate the service is legal and justified?”

2. After receipt of the reference from the appropriate Government, both parties were notified upon which they appeared and submitted their written statements respectively.

3. According to the claimant Sri Nikunja Paul he was originally appointed by the ONGC as contractual worker in the Cachar Forward Base, Silchar during the year 1987 and in the year 1990 an Industrial Dispute was referred by the Appropriate Government to the Tribunal in respect of regularization of the services of the concerned workmen. According to the claimant the reference was disposed on 11.7.1994 in favour of the workmen and the litigation was finally over with the judgment of Hon'ble Supreme Court on 16.05.2008 wherein the decision of the Tribunal was upheld. It was also stated that vide order dated 29.09.2008 the ONGC engaged the claimant as contingent employee under semi-skilled category on fixed daily wages. Thereafter, vide memorandum dated 03.04.2013 the management leveled major allegations against him and initiated a proceeding on certain vague issues. It was further stated that a representation submitted by the workman against initiation of such proceeding was not properly disposed of by the management and the Enquiry Committee, constituted by the management, held the enquiry against him without giving him any opportunity to defend himself in complete disregard of principle of Natural Justice. It was further stated that the enquiry commenced at around 3 pm on 18.04.2013 and completed on the same day at around 11 p.m. It was also alleged that the pre determined mind of the enquiry committee illegally submitted the enquiry report finding him guilty on all counts and thereafter he was even denied the opportunity of filing his written brief as required under the Rules in respect of the findings of the Enquiry Committee. Thereafter the Disciplinary Authority vide order dated 18.06.2013 removed him from the service in violation of all formalities and the principles of Natural Justice. The workman further alleged that the punishment of removal from service imposed upon him was arbitrary, excessive and harsh. Thereafter the workman submitted petition before the Assistant Labour Commissioner(C) under Industrial Dispute Act, 1947 and though conciliation took place for amicable settlement of the issue, because of adamant attitude of the management conciliation failed and the Conciliation Officer reported the "conciliation failure report" to the appropriate Government and thereafter the appropriate Government sent this reference to this Tribunal with the issue/schedule mentioned herein above. The workman/claimant at the end of his claim statement prayed for setting aside the order of removal from service and also for his reinstatement in service along with back wages and interest @12% on the accrued amount.
4. The management submitted written statement wherein the allegation brought by the claimant/workman was completely denied. It was stated that the Departmental Enquiry against the workman was conducted in fair manner and he was afforded all reasonable opportunities to defend himself. He was also afforded opportunity to produce his evidence, if any, but he declined to adduce any evidence. It was further submitted that during the course of enquiry the workman admitted charges drawn against him and on consideration of the materials on record the enquiry Committee found him guilty and report on the enquiry was furnished to him seeking his response. In his response also the workman did not raise the plea of denial of opportunity and violation of principle of natural justice. It was stated by the management in their written statement that Domestic Enquiry was initiated against the workman, a contingent worker, vide memorandum dated 03.04.2013 with five different charges and on receipt of the charges the workman in clear and unambiguous term admitted four of the five charges brought against him and in respect of the 5th charge pertaining to receiving money illegally from two persons he admitted the receipt of money but took the plea that it was taken as loan to help his younger brother. It was also stated that the workman did not adduce any evidence from his side. The management claimed that there was no occasion of violation of principle of Natural Justice and he was rightly removed from service being found guilty for the charges which were grave in nature. The management prayed for answering the reference in favour of the management. After receipt of copy of the written statement of the management the workman/claimant submitted an additional claim statement where no new substance was stated as had been stated in his original claim statement.
5. The workman side examined only one witness namely the claimant himself Sri Nikunja Paul. He also exhibited certain documents. The management side also examined one witness namely Sri Kripesh Chakrabarty who was working as Dy. Manager, HR, ONGC, Cachar Forward Base, Silchar, Assam on the day of filing of his examination-in-chief. He also exhibited certain documents.
6. During argument learned counsel appearing for the workman side submitted that the so-called Domestic Enquiry was conducted against the principle of Natural Justice causing immense prejudice to the delinquent workman. He further stated that the charge memo was not accompanied by mandatory, "Article of charges". He further submitted that the Domestic Enquiry conducted as per decades old Standing Order (Exhibit-C) was completely inappropriate. He further stated that Exhibit-C does not provide any detail procedure to be followed for conducting Domestic Enquiry. Such enquiry had to be conducted as per principle of Natural Justice offering reasonable opportunities to the workman which was not done. He further submitted that the workman did not admit the charges. He referred to a decision of the Hon'ble Supreme Court in "State of Uttaranchal—vs—Kharak Singh reported in (2008) 8 SCC 236 wherein the Hon'ble Supreme Court held that in an enquiry the employer should take steps first to lead evidence against the workman/delinquent employee

and then give opportunity to him to cross-examine the witness of the employer and only thereafter the delinquent employee can be asked whether he wants to lead any evidence. He further stated that the enquiry proceeding was completed in a most pre-determined manner and thereafter the Disciplinary Authority accepted the so-called Enquiry Report and imposed the gravest punishment of removal from service. He also submitted that punishment of dismissal from service was too harsh and disproportionate. In the end the learned counsel for the workman prayed for setting aside the order of dismissal dated 18.6.2013 (Exhibit-P) and also prayed for passing direction to reinstate the workman in service along with back wages and all consequential benefits.

7. Learned Counsel for the management side on the other hand, submitted that the Domestic Enquiry was conducted by a duly constituted Enquiry Committee and the charges against the delinquent employee was duly furnished to him. In this connection he further submitted that in regard to charge Nos. 1 to 4 the workman Nikunja Paul admitted the charges and pleaded that at the relevant time he could not understand the order given to him by the Appropriate Authority. In regard to charge No.5 i.e. receiving money from the outsiders by the delinquent workman on the alleged promise of getting service in the Company, the learned Lawyer submitted that a criminal case filed against the workman by the concerned outsiders though ultimately the case ended in Court on compromise. It was also submitted that it is a settled principle in the administrative law that onus of proof rest upon one who alleges the invalidation of an order and in the instant matter the workman has miserably failed to prove that the order of dismissal was passed in a manner which was not appropriate and which was against the principles of Natural Justice. He also referred to a judgment of Hon'ble Supreme Court in "Deputy Commissioner, Kendriya Vidyalaya Sangathan and Others---vs-- J.Hussain" reported in (2013) 10 SCC 106 wherein the Hon'ble Supreme Court held that once the charges are proved discretion lies with the Disciplinary Authority to decide the kind of punishment to be imposed and it is only when the punishment is found disproportionate to the nature of charges such punishment can be interfered with or altered.
8. Let me now consider and analyze the evidence adduced by the parties in the matter. The concerned workman/claimant Sri Nikunja Paul (W.W.1) stated that illegal and untrue charges were brought against him. He further stated that vide Exhibit-6 he submitted his representation dated 5.4.2013 but without disposing of his representation the Disciplinary Authority constituted a Committee to enquire into the allegations brought against him vide order dated 08.04.2013 (Exhibit-7). The Committee fixed the date of enquiry on 9.4.2013 but due to his sickness he prayed for time but despite that the date was again fixed on 10.4.2013. Ultimately, the enquiry was held on 18.04.2013 and enquiry began at around 3 p.m and he being a mere contingent worker was not at all comfortable and was feeling embarrassed during the proceeding and was unable to defend himself properly. He proved copy of the proceeding as Exhibit-12. He further stated that the Enquiry Committee held all the allegations as proved without giving him any opportunity to cross-examine the witness of the management. In regard to charge No.5 he stated that the management did not produce the relevant witnesses and also ignored the fact that this matter was settled and the settlement was informed to the management by Smti Sujata Singha vide his letter dated 12.10.2013. He proved Exhibit-13 as the said letter. He further stated that on completion of the enquiry proceeding he was denied opportunity of filing a written brief and the Enquiry Committee unilaterally submitted their finding showing all the charges proved against him. According to him the conduct of the Enquiry Committee showed their pre determined minds which rendered the enquiry as absolutely bad in law. During cross-examination the workman admitted that as a contingent worker of the ONGC his service condition was governed by Certified Standing Order of Contingency of the ONGC. He also admitted that he was served with the memorandum of charges dated 03.04.2013 and against the charges he submitted his reply as Exhibit-2. He also admitted that after receipt of his reply the Appropriate Authority appointed an Enquiry Committee consisting of two officers of ONGC and he appeared before the Enquiry proceeding. The relevant part of his cross-examination may be quoted hereunder:

"During the course of enquiry Management brought witnesses. After the enquiry is over, the Enquiry Commission might have submitted the report. It is a fact that the report of the Enquiry Committee was served upon me. I submitted my reply to the Enquiry report vide Exhibit-12. After the reply to the Enquiry Committee's report was submitted by me, the Management passed the order of penalty against me vide Exhibit-13. After submission of my reply for excusing me from the charges the Authority did not give me any written or verbal assurance stating that they would pardon me. Exhibits-8(1) to Exhibit-8(6) are my signatures in Exhibit-8 along with the signatures of others. In Exhibit-12 I said that I was given opportunity to cross-examine the witness and that I was given the opportunity to seek the help of co-worker in the Enquiry Proceeding. Exhibit-12 does not reveal that there was infirmity in the Enquiry Proceeding."

9. Management witness Kripesh Chakrabarty stated that after the close of the enquiry the workman was furnished with a copy of enquiry report asking him to furnish his reply as to the said report and the workman submitted his reply and in that reply the workman did not allege that he was not provided any opportunity of hearing during the course of Domestic Enquiry. He further stated that charge No.5 was regarding illegally receiving of Rs.1,20,000/- and Rs.90,000/- by the workman from Sri Jayanta Gowala and Sri Brijesh Kumar Sinha promising them illegally to get appointment in ONGC. He also stated that during the course of enquiry the workman admitted taking money from Sri Brijesh Kumar Sinha with the plea that he took the money to help his younger brother for his business with a promise to refund the money within 3 months. He further stated that during the enquiry the Enquiry Committee brought to the notice of the workman the relevant letter written by Sujata Sinha, an approved Social Worker and Brijesh Sinha showing that he did not return the money. He further stated that since the workman was a contingent worker in ONGC his service is governed by the Certified Standing Orders for Contingent Employees of the ONGC and Clause 16(ii) of the Standing Order provides the procedure for imposing a major penalty. As per the aforementioned Clause where an employee is charged with an allegation which may lead to the imposition of a major penalty he has to be informed in writing about the allegation against him and shall be given an opportunity to make representation and on receipt of employee's explanation where the allegation is denied by him an enquiry shall be held by an officer nominated by the Administration and at the enquiry the concerned employee shall be afforded reasonable opportunity of explaining and defending himself. According to the witness he was informed about the charges in writing and thereafter during the enquiry proceeding he was offered reasonable opportunity to cross-examine the management witnesses and also to bring his own witness if he so desires. The management witness further stated that during the Domestic Enquiry management side examined 4 witnesses and the workman was given the opportunity to cross-examine them but he declined to cross-examine the witnesses. As per the report of the enquiry the Enquiry Committee all the charges were proved against the workman and the workman was furnished a copy of the report of the Enquiry Committee which was duly received by him. He further stated that the workman submitted his reply on 07.05.2013 wherein he did not raise the plea of not providing reasonable opportunities to him. The witness further stated that in regard to charge No.5 i.e. receiving of money from outsiders with a promise to arrange employment in ONGC, the workman admitted receipt of money from outsiders though he claimed that he took the money to help his younger brother.
10. During cross-examination the witness admitted that enquiry was conducted by the Enquiry Committee and no enquiry Officer was there. He also admitted Exhibit-8 as the details of the enquiry proceeding. He also admitted that Exhibit-9 was submitted on 11.10.2012 between Nikunja Paul and Sri Jayanta Goala and Biresh Kumar Sinha. He also admitted Exhibit-10 which is a copy of letter addressed to the Manager (HR), ONGC, Silchar by Smti Sujata Sinha stating that the issues between Nikunja Paul, Sri Jayanta Goala and Sri Biresh Kumar Sinha were settled. He also admitted that in the Enquiry Committee there was no elaboration or statement regarding the nature of misbehavior which was a charge against the workman and the nature of apology tendered by the workman was also not elaborately mentioned. He also admitted the enquiry started at 3 pm and within 2 hours the enquiry was complete.
11. On consideration of the materials on record it appeared that one major plea of the workman was that he was not given reasonable opportunity to defend himself. In his cross examination he admitted that he was duly served the copy of the memorandum of charge and was also given opportunity to cross examine the witnesses of the management side during the domestic enquiry though he declined to cross examine them. The plea of the workman that during enquiry in presence of the senior officers he was feeling embarrassed and thus could not defend himself properly. This plea cannot be accepted per se. It also appeared that the report of the enquiry was duly furnished to him seeking his response. He also gave his response. On perusal of the proceeding of the domestic enquiry it appeared that in regard to charges No. 1 to 4 there was no denial of the charges and the workman was given opportunity to cross examine the witnesses but he declined. Admittedly, the workman did not adduce any evidence during the domestic enquiry. It is however, noticed that in regard to charge No.5 the outsiders from whom the workman allegedly took money with a promise to arrange employment in ONGC were not examined as witnesses. But the complaints against the workman submitted by such outsiders were brought on record during the domestic enquiry. The workman did not deny that he took the money though his plea was that he took the money to help his younger brother. In this connection let us examine the enquiry proceeding (Ext 8). During the enquiry one of the witnesses Mrs. Krishna Barman, Senior HR Executive of ONGC at the relevant time stated that one Miss. Sujata Sinha, a social worker of the locality officially made an allegation against the workman that he had taken money from Biresh Chandra Sinha and Jayanta Goala promising to help them in giving employment. The witness, during the domestic enquiry, also stated that both the aforesaid persons also contacted her with a request to arrange for refund of the money. This statement of Mrs. Krishna Barman clearly indicated the grave misconduct committed by the workman. Indeed the matter was later settled on compromise but the fact of compromise did not absolve the workman of the misconduct

which was grave in nature. The compromise, however, led to disposal of the criminal case against the workman on compromise. The witness (Mrs. Krishna Barman), therefore brought on record, during the domestic enquiry, the contents of the charge No.5. It also appeared from the Ext 8 that the workman declined to cross examine Mrs. Barman and the other witnesses. The statement of Mrs. Barman during the domestic enquiry therefore remained un rebutted. The enquiry committee, therefore, appeared to have correctly held all the charges against the workman as proved. There also did not appear any material to even suggest that the enquiry was held in violation of principles of natural justice. On proof of the charges brought against the workman by the management, the controlling authority appeared to have acted duly by removing the workman from service. It is therefore, held that the management did not act unjustifiably or illegally in imposing the major penalty of removal from service. Accordingly, the reference is answered in negative. The reference is therefore, disposed with a no relief award.

Given under the hand and seal of this Tribunal on this 19th day of March, 2018 at Guwahati.

MRINMOY KUMAR BHATTACHARJEE, Presiding Officer

नई दिल्ली, 4 अप्रैल, 2018

का.आ. 579.—औद्योगिक विवाद अधिनियम (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-2, मुम्बई के पंचाट (संदर्भ संख्या 39/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.04.2018 को प्राप्त हुआ था।

[सं. एल-30012/65/2004-आईआर (एम)]

डी.के. हिमांशु, अवर सचिव

New Delhi, the 4th April, 2018

S.O. 579.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 39/2005) of the Central Government Industrial Tribunal/Labour Court No. 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Indian Oil Corporation Limited and their Workman, which was received by the Central Government on 03.04.2018.

[No. L-30012/65/2004-IR (M)]

D.K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

Present: M. V. Deshpande, Presiding Officer

REFERENCE NO.CGIT-2/39 of 2005

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

INDIAN OIL CORPORATION LIMITED

The Chief Employee Relations Manager [WR],
Indian Oil Corporation Limited,
254-C, Dr. Annie Besant Road,
Prabadevi, Mumbai – 400 025.

AND

THEIR WORKMEN.

Shri Prakash Kanduji Yeshwante & 11 Ors.,
C/o. Shri Haresh Motwani, Advocate High
Court, 1/3, Ground Fl., Rupal Apts. No.1,
98, Dada Saheb Phalke Road,
Dadar, Mumbai – 400 014.

APPEARANCES:

FOR THE EMPLOYER : Mr. Sundeep Puri,
& Mr. R.V. Paranjpe, Advocates

FOR THE WORKMEN : Mr. Haresh Motwani
Advocate

Mumbai, dated the 22nd February, 2018

AWARD

1. This is reference made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide Government of India, Ministry of Labour & Employment, New Delhi vide its order No. L-30012/65/2004 – IR (M) dated 23.12.2004. The terms of reference given in the schedule are as follows :

1. “Whether the contract between Indian Oil Corporation Ltd., and the Contractor, M/s. All Services under One Roof (India) Pvt. Ltd., Mumbai is a sham and bogus and is a camouflage to deprive the workers listed at Exhibit ‘A’ to the petition of benefits available to permanent workmen of Indian Oil Corporation Ltd.?”
2. “Whether the workers listed at Exhibit ‘A’ to the petition should be declared as permanent workers of Indian Oil Corporation Ltd.?”
3. “What are the wages and consequential benefits to be paid to the workers listed at Exhibit ‘A’ to the Petition ?”

2. After the receipt of the reference, both the parties were served with the notices. They appeared through their respective representatives.

3. Second party workmen filed statement of claim Ex.8. According to the concerned workmen they are doing sweeping and cleaning work in the establishment of IOCL, the first party at Prabhadevi with effect from date of engagement as shown in Annexure ‘A’ to the statement. The work of sweeping and cleaning is of perennial in nature. The first party has engaged their permanent workers in regular employment of the first party for doing sweeping, cleaning and house-keeping work which is of unskilled nature. The first party has also engaged workmen doing unskilled work in their regular employment who are paid wages and allowances and extended benefits much in excess of wages drawn by the concerned workmen and benefits extended to them.

4. It is the case of the concerned workmen that in order to deprive the concerned workmen of the benefits of permanency and wages of permanent workmen, IOCL worked out a paper arrangement to show that the contractors engaged such workmen. The contract labour system between the first party and the contractors, who are merely name lenders, was sham & bogus. The work of the workmen is being assigned by the officers of first party. Instructions regarding work are being given by the officers of the first party. Wages are being disbursed by the so-called name lenders who are being changed from time to time.

5. It is also the case of the concerned workmen that the first party has sufficient work of sweeping & cleaning to be done regularly. However, the first party has been showing on paper that there is no sufficient work and therefore some workers are required to put in less than 8 hours work as falsely claimed. The work of sweeping & cleaning in the establishment of first party was prohibited under government notification on contract basis through bogus contractors.

6. According to the concerned workmen, the first party awarded contract to M/s. All Services under One Roof (India) Pvt. Ltd. and A-1 Enterprises on paper. But both the firms are controlled by one and the same person. The workmen report for duties from 7.00 a.m. in the morning till 3.00 p.m. They are required to clean work premises on first, second, third & fourth floor, toilet blocks, urinals, housekeeping, cleaning of all tables & office materials, wall cupboards, dusting, cleaning & sweeping of record room, club room, mobbing, cleaning of canteen, loading, unloading, shifting of materials and to clean water. They are required to report on Saturday which is weekly off of the establishment. The work being done by the concerned workmen is same or of similar nature as is being done by the regular workmen. Their work is being supervised by Smt. Nita Walinjkar, Dy. Manager, Mr. A. Ramakrishnan, Dy. Manager and such other officers.

7. It is in that circumstances, it is the contention of the concerned workmen that the contract labour system existing between the first party and the name lenders is sham & bogus and the workmen concerned in the present reference are direct & regular workmen of the first party with effect from date of engagement in the establishment of the first party and that they are also entitled to wages and benefits and service conditions of the regular workmen with effect from their date of employment.

8. According to them, they filed writ petition in the Hon'ble High Court of Bombay on 28.3.01 against the first party, RLC, Mumbai for declaration that the workmen are direct, regular and permanent workmen of the first party and for their absorption as permanent and regular workmen with effect from respective dates of engagement. The Hon'ble Division Bench of Hon'ble Bombay High Court directed that the concerned workmen shall approach the tribunal. Hence this reference.

9. First party resisted claim by filing written statement Ex.12 contending therein that the second party workmen were in employment of M/s. All Services under One Roof (India) Pvt. Ltd. who were awarded a contract on the basis of limited tender to maintain the cleanliness of Western Region Marketing office of the first party and the said contractor was carrying out such a job by employing his own people who were carrying out their respective jobs under the supervision & control of M/s. All Services under One Roof (India) Pvt. Ltd. As such there is no employer – employee relationship between the first party and the second party workmen.

10. It is also the case of the first party that it is having his Western Region Marketing office at Prabhadevi, Mumbai wherein the first party is employing about 290 staff and 270 officers. With a view to ensure cleanliness of the premises the first party is utilizing the housekeeping services by awarding the said work on contract to outside parties. The job of house-keeping is neither connected to or incidental to the activities of the first party company. The contracts were awarded to the contractors by floating tenders and in turn after acceptance of a bid, the party is awarded the contract by entering into an agreement. As per the terms of the contract, contractors perform the contracts by engaging his own employees who were performing the respective jobs at supervision and control of the contractor.

11. It is also the case of the first party that the core activity of the first party is refining, storage, transportation, distribution, marketing of petroleum products. Housekeeping is neither connected with or incidental to its activity. As such the job work done by the contract workmen is not of regular nature nor in perennial. No regular workmen of the Corporation are performing the said jobs as done by the contract workmen. M/s. All Services under One Roof (India) Pvt. Ltd. was awarded the contract of housekeeping from 1.6.03 to 31.5.05 on the basis of tender floated by the first party for awarding housekeeping contract. While awarding the contract to M/s. All Services under One Roof (India) Pvt. Ltd., the earlier contract for housekeeping services entered into with M/s. Kemould Systems stood terminated on 31.5.03 who in turn settled full & final settlement account of the employees employed by it. On awarding contract to M/s. All Services under One Roof (India) Pvt. Ltd. the said contractor decided to recruit the concerned workmen in the employment to perform the contract of housekeeping. After signing the contract with M/s. All Services under One Roof (India) Pvt. Ltd., the said contractor was complying with all statutes such as ESI, PF, P.T., Labour Welfare Fund etc. As such the said contractor is a separate legal entity providing the services of housekeeping to the first party on a principal to principal basis by engaging his own employees. The said contractor M/s. All Services under One Roof (India) Pvt. Ltd. is the employer of the second party workmen who is having its own ESI & PF no. which are being extended to the second party. It is thus denied by the first party that the contract between the first party and this contractor is sham & bogus.

12. Lastly it is contention of the first party that there is no any notification prohibiting, awarding of contract for sweeping & cleaning work at the establishment of first party Corporation issued by the government. In the absence of notification the concerned workmen are not entitled to claim absorption. The first party has thus denied the allegations in the statement of claim and prayed that reference be dismissed with costs.

13. Following issues are framed at Ex.15. I reproduce the issues along with my findings thereon for the reasons to follow:

Sr. No.	Issues	Findings
1	Whether employer-employee relation was there between workmen involved in the reference and Indian Oil Corporation Ltd.?	No
2.	Whether employees involved in the reference were employees of Indian Oil Corporation Ltd. or of Contractor ?	They were employees of contractor
3.	Whether the contract between Indian Oil Corporation Ltd., and Contractor, M/s. All Services under One Roof (India) Pvt. Ltd., is sham, bogus and camouflage to deprive the workmen listed in Exhibit 'A' to the petition ?	No
4.	Are workmen involved in the reference entitled to any relief	No

5.	If yes, of what type ?	No
6.	What order ?	As per final order

REASONS

Issue No.1, 2 & 3.

14. So far contentions go; it is specifically contended by the concerned workmen in its statement of claim that they are doing sweeping & cleaning work in the establishment of first party which of perennial and permanent nature and as such they are engaged as permanent workers in the employment of first party for doing the said work. In his evidence, Mahendra Barve who has deposed on behalf of the concerned workmen has admitted that the said work of cleaning and sweeping was awarded to contractor M/s. All Services under One Roof (India) Pvt. Ltd. and they were working in the first party company through the said contractor. He also admits that they were paid by the contractor M/s. All Services under One Roof (India) Pvt. Ltd. whose contract was in force from 1.6.03 to 31.5.05. His glaring admission also shows that prior to said contractor namely M/s. All Services under One Roof (India) Pvt. Ltd., the contract was given to M/s. Kemould Systems who paid their full & final settlement in May 2003. In view of these admissions, it can be gathered that the first party company is utilizing the services of housekeeping by awarding the said work on contract. The contracts awarded to the contractor by floating tenders and in turn after acceptance of the bid, the parties awarded the contract by entering into an agreement. In view of this, it is to be seen whether so-called contract given to M/s. Kemould Systems and M/s. All Services under One Roof (India) Pvt. Ltd. are genuine or not or whether these contracts are sham & bogus and camouflage to deprive the concerned workers of their benefits.

15. We have documents showing that the work orders were issued by the first party company at pg. 31 below Ex.27. We have document to show that the work order issued in favour of M/s. Kemould Systems was extended. That work order was for housekeeping of Western Regional office of the first party company. The earlier work order was expired on 30.4.03 and subsequently there was extension of said contract period. Ex.43 shows general terms & conditions for upkeep & maintenance contract for probation office and the fact is admitted that the contract of said work was given to M/s. All Services under One Roof (India) Pvt. Ltd. for the job covering maintaining neatness, cleanliness of the office premises maintaining cleanliness in toilets, canteen area open area around building with the premises, maintaining cleanliness of area surrounding building etc. As per the terms & conditions of the tender the contractor will make all the payments like employers' contribution, ESIC, PF, minimum payable bonus etc. to the workmen and also the minimum wages as declared by the Labour Commissioner. The Xerox copies of registration certificate issued under Bombay Shops & Establishment Act to M/s. Kemould Systems, letter issued from RPFC office to contractor M/s. Kemould Systems, pay sheet maintained by M/s. Kemould Systems, muster roll maintained by M/s. Kemould Systems, identity card issued by M/s. Kemould Systems are the documents to show that earlier contractor M/s. Kemould Systems had followed the terms & conditions of the contract and then as per the admission of the concerned workmen, the said contractor M/s. Kemould Systems in 2003 has settled and paid to them and then they were also paid by the subsequent contractor M/s. All Services under One Roof (India) Pvt. Ltd. in respect of work done by them. Admittedly, they have also received the PF amount and in such circumstances it can be said that there are documents to show that the contractors were maintaining yearly returns and separate PF code no. was given to them whereby the contractor was deducting EPF contributions in respect of the workers who were engaged by the said contractor. All these documents would show that the concerned workmen were the employees of the contractors. They were never appointed at any time by the first party nor the first party has paid them wages at any time. The work was assigned to them by the contractors who were awarded the contracts as per terms of the contract.

16. Even then the Learned Counsel for the second party submitted that the work that has been carried out by the concerned workmen is perennial, regular and permanent in nature and the said work is integral part of the activities of the first party company. In this respect if we see the evidence of the concerned workmen, he states that they were doing the work as stated in Annexure – A. In Annexure – A the nature of work as is mentioned is sweeping, cleaning, dusting and housekeeping. He then states that apart from this work, they were also carrying out other works such as taking files from one place to other place, shifting of furniture etc. The evidence is also to the effect that such work of cleaning, sweeping etc. is required to be done on day to day basis. By no stretch of imagination, it can be said that the nature of work that was being carried out by the concerned workmen was the integral part of the core activities of the first party. As is evident from the company's witness that the company is engaged in production & marketing petroleum products, it has been established to supply & distribute petrol kerosene, diesel, LPG and therefore job of housekeeping is neither connected to or the incidental to the activities of the first party. It is in that circumstances the contracts were awarded to the contractor for doing the job of housekeeping etc. and then it is admitted by the concerned workman, Mr. Mahendra in his cross examination that such contract of cleaning etc. was awarded to M/s. All Services under One Roof (India) Pvt. Ltd. It cannot be said therefore that the work which was being carried out by the contract workers was of perennial nature or it is integral part of the core activities of the company.

17. Then, there is no evidence to show that the work of the concerned workmen was supervised by the officers of the company namely Smt. Nita Walinjkar, Dy. Manager, Mr. A. Ramakrishnan, Dy. Manager. On the contrary there is documentary evidence to show that the attendance register of these workmen was being maintained by the contractors. They were performing the jobs under the supervision & control of the contractors for which the contractors used to pay the wages to them as per attendance register maintained by them. Therefore, since the concerned workmen are not employees of the first party, they cannot take the advantage of the fact that they are continued to work for many years.

18. Even then the Learned Counsel for the second party submitted that the workmen were continued for long period and that indicates that their need for work existed. Submission is to the effect that the first party shifted the office to their new premises in BKC and that their services were illegally discontinued in 2014 in contravention of section 33-A of I.D. Act.

19. In this respect, it can be said that the concerned workmen had no existing rights to be enforced under the act since they were contract labours. Their services came to an end by efflux of time in May 2005 when the contract of M/s. All Services under One Roof (India) Pvt. Ltd. came to an end. Obviously, there is no evidence to show that there is any such notification u/s. 10(i) of Contract Labour [Regulation & Abolition] Act, 1970 prohibiting the employment of contract labour to carry out such work of sweeping & cleaning of premises etc. When there is evidence to show that the contracts between the first party and the contractors namely M/s. Kemould Systems and M/s. All Services under One Roof (India) Pvt. Ltd. are genuine then the concerned workmen are not entitled to get declaration as permanent employees of the first party nor they are entitled to get monetary benefits as given to the permanent employees of the first party.

20. In the context, the reliance can be placed on the decision in case of International Airport Authority of India V/s. International Air Cargo Union & Ors – AIR 2009 SC Pg. 3063 wherein it is held that,\

“.....The tests that are applied to find out whether a person is an employee or an independent contractor may not automatically apply in finding out whether the contract labour agreement is a sham, nominal and is a merely camouflage. For example, if the contract is for supply of labour, necessarily, the labour supplied by the contractor will work under the directions, supervision and control of the principal employer, if the salary is paid by contractor, if the right to regulate employment is with the contractor, and the ultimate supervision and control lies with the contractor. The principal employer only controls and directs the work to be done by a contract labour, when such labour is assigned / allotted / sent to him. But it is the contractor as employer, who choose whether the work is to be assigned / allotted to the principal employer or used otherwise. In short worker being the employee of the contractor as he decides where the employee will work and how long he will work and subject to what conditions. Only when the contractor assigns / sends the worker to work under the principal employer, the worker works under the supervision and control of the principal employer but that is secondary control. The primary control is with the contractor.”

21. Considering all these facts and in view of legal position cited supra, I find that there was no employer employee relationship between the workmen involved in the reference and the first party. As such employees involved in the reference are not the employees of first party. They are the employees of the contractors. The contract between the first party and contractor M/s. All Services under One Roof (India) Pvt. Ltd. is not sham & bogus and camouflage to deprive the concerned workmen. The above issues are therefore answered accordingly as indicated against each of them.

Issue No.4 to 6.

18. In view of my findings to the issues, the workmen involved in the reference are not entitled to any relief. Hence the order.

ORDER

Reference is rejected with no order as to costs.

Date : 22-2-2018

M. V. DESHPANDE, Presiding Officer

नई दिल्ली, 4 अप्रैल, 2018

का.आ. 580.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, मैसर्स रिथविक प्रोजेक्ट्स प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय

सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 41/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.04.2018 को प्राप्त हुआ था।

[सं. एल-29011/18/2013-आईआर (एम)]

डी.के. हिमांशु, अवर सचिव

New Delhi, the 4th April, 2018

S.O. 580.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 41/2013) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Rithwik Project Pvt. Ltd. and their Workman, which was received by the Central Government on 03.04.2018.

[No. L-29011/18/2013-IR (M)]

D.K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present: Shri B.C. Rath, Presiding Officer,
C.G.I.T.-cum-Labour Court, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 41/2013

Date of Passing Award – 7th March, 2018

BETWEEN:

M/s. Rithwik Projects Pvt. Ltd.,
Plot No. 91/B, Sagar Society Road No. 2,
Banjara Hills, Hyderabad – 500 034.

...1st Party-Management.

AND

The General Secretary,
North Orissa Workers Union,
Orampada, Po. Rourkela,
Distt. Sundargarh, (Odisha).

...2nd Party-Union.

APPEARANCES:

None	...	For the 1 st Party-Management.
Shri B.S. Pati,	...	For the 2 nd Party-
General Secretary.		Union.

A W A R D

The award is directed against a reference with the schedule “whether the termination of Shri Gouri Sankar Naik, Shri Kabi Naik and Shri Bhim Naik from services w.e.f. 01.07.2007 by the management of M/s. Rithwik Projects Ltd., is proper, justified and legal, if not, to what relief these workmen are entitled to?” made by the Government of India in the Ministry of Labour vide its letter No. L-29011/18/2013 – IR(M), dated 23.05.2013 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 (herein after referred to as “The Act”) and the reference is stated to have been arisen out of a dispute between the management of M/s. Rithwik Project Ltd. A contractor of Kalta Iron Ore Mines, RMD SAIL, Sundargarh and their workmen.

2. The case of the disputants workmen as emerges from his statement of claim is that the Management No. 1 is a contractor of the 1st Party-Management No. 2 i.e. Kalta Iron Mines, Raw Materials Division of SAIL and the said Management No. 1 was engaged for the purpose of raising of iron ore in the Kalta Iron Mines Area. Initially the disputant-workman was engaged by M/s. Ores India Limited in the year 1993, who was entrusted for raising iron ore in the Kalta Iron Mines. Thereafter, the Contractor, M/s. K.D. Sharma was entrusted to raise iron ore in the said mine and the disputant was working under the said contractor till the year 2002. Thereafter contractor 1st Party-Management No. 1 took the charge of raising of iron ore and the disputant joined in the services of the said Management. He continued to work in the said Management till he was refused employment with effect from 1.7.2007 by the said contractor Management No. 1. Such refusal of employment without assigning any reason amounts to retrenchment/termination of service. It is the claim of the 2nd party-Union that no notice pay and termination benefit as contemplated under section

25-F of the Act was given to them and as such their termination being illegal and unjust, they are required to be reinstated with full back wages.

3. The 1st Party-Management of M/s. Rithwik Projects Private Ltd. has been set exparte as it did not make its appearance and file the written statement inspite of sufficiency of notice after receipt of the reference and filing of the statement of the claim by the 2nd Party-Union.

4. One of the disputant workmen namely Kabi Nayak has been examined on behalf of the 2nd Party-Union and Xerox copy of Identity card issued to him, copy of E.P.F. slip issued to Gopuri Sankar Naik, and copy of the employment card to Gouri Sankar Naik and Bhima Naik have been filed, which are marked Ext.-1 to Ext.-3, in support of the claim of the 2nd party-Union.

5. Perusal of the sworn affidavit and statement of the witness made before this Tribunal reveals that the assertions made in sworn affidavit of the witness is nothing less and more than the reiteration of pleadings advanced in the statement of claim. The 1st Party-Management is said to be a contractor of the Management No. 2 and the said contractor is running its activity in the mine of the Management No. 2 for raising iron ore which are supplied to different customers. It has been alleged in the evidence of W.W.-1 that he and other three disputants were engaged by different contractors and they were also engaged by the contractor-Management No. 1 when the said contractor was entrusted to raise iron ore in the Kalta Iron Ore Mine. The witness has further stated that he and other disputant workmen were denied employment by the contractor-Management M/s. Rithwik Projects (P) Ltd., with effect from 01.07.2002 which amounted to retrenchment. It is alleged by him that they were not paid any notice pay and retrenchment compensation while being refused employment. The Xerox copy of the gate passes issued in favour of the disputant for their entry to the Kalta Iron Ore Mines reveals that they were under the contractor-Management with effect from 08.08.2005. Ext.-3 i.e. employment card reveals that they were engaged as P.R. Workers by the contractor at Kalta Iron Mines. Ext.-2 series revealed that they were covered by the E.P.F. Scheme. If these documents are taken into consideration along with the unchallenged and uncontroverted sworn affidavit of W.W.-1 it can be safely said that the disputants were working in the Kalta Iron Mines as casual labourers under the employment of M/s. Rithwik Projects (P) Ltd. i.e. Management No. 1 continuously and uninterruptedly for more than 240 days prior to alleged refusal of employment. As it has been asserted in the uncontroverted and unchallenged evidence of W.W.-1 that the disputants were not paid towards notice pay and retrenchment compensation while being refused employment, such refusal of employment amounted to retrenchment without compliance of provisions of Section 25-F of the Act. Hence, their such retrenchment was illegal and unjustified. Therefore, they are to be reinstated with 50% back wages.

6. Accordingly, the Management No. 1 is directed to reinstate them with 50% back wages within two months of publication of award provided they have not attained the age of superannuation and if they have attained the age of superannuation they should be paid 50% of the back wages with other service benefits within two months from the date of publication of the award failing which the disputants would be entitled to claim interest of 8% on the back wages.

7. The reference is answered accordingly.

Dictated & Corrected by me.

B. C. RATH, Presiding Officer

नई दिल्ली, 4 अप्रैल, 2018

का.आ. 581.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स कसिया आयरन माइन्स ऑफ मैसर्स एस्सेल माइनिंग एण्ड इन्डस्ट्रीज लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 56/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.04.2018 को प्राप्त हुआ था।

[सं. एल-29012/46/2004-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 4th April, 2018

S.O. 581.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 56/2004) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Kasia Iron Mines of M/s. Essel Mining & Industries Ltd. and their workman, which was received by the Central Government on 03.04.2018.

[No. L-29012/46/2004-IR (M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

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

INDUSTRIAL DISPUTE CASE NO. 56/2004

Date of Passing Award – 6th March, 2018

Between:

1. The General Manager,
Kasia Iron Mines of M/s. Essel Mining
& Ind. Ltd., At./Po. Barbil, Orissa,
Keonjhar ...1st Party-Management

(And)

Shri Makuru Mahanta,
Vill. Patbilla, Po. Khendra,
Via Jhumpura, Dist. Keonjhar ...2nd Party-Workman

Appearances:

- M/s. S. Pattnaik, Advocate ... For the 1st Party-Management
M/s. Subrat Mishra, Advocate ... For the 2nd Party-Workman

A W A R D

The award is directed against a reference with the schedule “whether the action of the Management of Kasia Iron Mines of M/s. Essel Mining and Industries Limited, At./Po. Barbil, Dist. Keonjhar by dismissing the services of Shri Makur Mahanta, Ex-general mazdoor with effect from 22.8.1998 is justified? If not, what relief the workman is entitled to?” made by the Government of India in the Ministry of Labour vide its letter No. L-29012/46/2004 – IR(M), dated 23.08.2004 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 (herein after referred to as “The Act”) and the reference is stated to have been arisen out of a dispute between the management of Kasia Iron Mines of M/s. Essel Mining & Ind. Ltd., and its workman namely Makur Mahanta.

2. Briefly stated the case of the disputant workman, as emerges from his statement of claim, is that he joined in the establishment of the 1st Party-Management as a general mazdoor in the year 1990 and he was discharging the duties of Helper in the mining area. On 2.9.1997 the Manager of the Mines issued a charge-sheet against him on false and frivolous reasons when he refused to work as Drilling Operator in absence of the regular Drilling Operator even though he was designated as general mazdoor and he was expected to discharge the duties of Helper. A false police case was registered against him in which he was stated to have manhandled and misbehaved his superior. He was placed under suspension and a departmental proceeding was initiated against him with charges of manhandling and misbehaving the Mine Manager and disobeying official order passed by the superior authority. The said departmental enquiry was conducted in a haste and slipshod manner. He was not afforded reasonable opportunities to defend himself in the said departmental proceeding. He was not provided with list of witnesses and copies of documents on which the department was relying to bring-forth the charges. Principle of natural justice was not followed while conducting the departmental proceeding. The enquiry officer was not impartial and his finding was perverse and contrary to the materials placed in the departmental proceeding. It has been alleged that he was not issued with second show cause notice and not served with a copy of the enquiry report after completion of the enquiry and before his dismissal. He was dismissed from service with effect from 22.8.1998 in a whimsical manner. The criminal case registered against him was ended with acquittal vide a judgement dated 8.5.2003 of the court of Judicial Magistrate 1st Class, Barbil. After his acquittal he made a representation to the Management for his reinstatement. As no action was taken on his representation, he raised a dispute before the labour machinery resulting in the present reference.

3. The Management has refuted all the above allegations raised in the statement of claim taking a stand that on the relevant time i.e. on 01.09.1997 the disputant was working as a general mazdoor under direct supervision of Mine Foreman in the area of Kasia Mines. Drilling, excavation, staking and cleaning works were carried out in the said mine

under the direction and supervision of Mine Foreman on the relevant time. As the regular driller was absent on that day, the disputant being a senior general mazdoor and having experience of drilling and excavation was asked to carry out the drilling operation. But, he disobeyed the direction of the Mine Foreman and when the Foreman reported the matter to his superior authority and recommended for taking action on such disobedience, the disputant workman misbehaved with him. On the same day evening at around 5 P.M. he came to the Manager's office being armed with a sword and quarrelled with the watchman in an attempt to have a forcible entry to the room of Mine Manager. He abused in filthy language and threatened to kill the watchman and other superior officers. It is also alleged that, he threw stones to the chamber of the Manager. Hence, a police case was registered against him and on completion of investigation he was charge-sheeted in the said police case. Simultaneously, a departmental proceeding was also initiated against him with charges of misbehaving and manhandling with his superior authority and attempting to assault the Manager and criminal intimidating him by throwing stones to his office chamber. It has been pleaded by the Management that, the disputant was furnished with list of witnesses and documents likely to be presented before the enquiry officer. He was given due opportunities to defend his case and he was represented through a co-worker in the departmental proceeding. According to the Management the departmental proceeding was conducted in a proper and fair manner with conformity to the provisions of the Certified Standing Order of the Management and principles of natural justice. As the disputant was found guilty of severe misconduct, he was dismissed from service after being given an opportunity to file his show cause reply on the findings of the enquiry officer. The disputant workman having been involved in commission of serious misconduct was rightly dismissed from service and as such, the action of the Management needs no interference.

4. On the aforesaid pleadings of the parties the following issues have been settled for just and proper adjudication of the dispute.

ISSUES

1. Whether the reference is maintainable?
 2. Whether domestic enquiry held against the workman was in accordance with the principle of natural justice?
 3. Whether the action of management in dismissing the workman from service was justified and proper?
 4. If not, what relief the workman is entitled to?
5. It is pertinent to mention here that, at the instance of the parties all the issues are heard simultaneously instead of the issue of fairness of the departmental proceeding being taken up as a preliminary issue. The disputant workman has examined himself as W.W.-1 and filed copy of the attendance card for the month of Sept., 1997, copy of the charge-sheet issued to him, copy of his explanation to the charge-sheet, copy of his another explanation dated 7.8.1998, copy of the judgement of J.M.F.C., Barbil, dated 8.5.2003 passed in G.R. Case No. 283/1997 (T.C.-747/98), and copy of the order of his dismissal in support of his claim, whereas, the Management has relied upon the oral testimony of Shri Ashok Kumar Pattanaik, Dy. General Manager and Shri Pravakar Mahanta and documents like copy of the letter dated 1.9.2007 of the Mine Manager, copies of the written complaints/reports of various employees, copy of the notice dated 13.10.1997, copy of the enquiry report and entire proceeding of the enquiry file, copy of the letter dated 1.1.1999 issued by the Sr. Vice President (Mines) to the workman, copy of the letter dated 25.7.1998 issued by the Senior Vice President Mines to the workman and copy of the Certified Standing Order of the management marked as Ext.-A to Ext.-G to refute the allegations raised by the disputant workman.

FINDINGS

6. All the issues are considered and discussed simultaneously as findings of those issues are inter-linked to each other.

In his oral testimony the disputant workman has claimed that he was dismissed from service in a vindictive action as he refused to perform the duty of a Driller even though he was appointed as a general mazdoor. The departmental proceeding was initiated without any preliminary or fact finding enquiry and it was based on false and baseless charges. He was not communicated about the appointment of the enquiry officer and the Presenting Officer before the commencement of the enquiry. He was not also furnished with the list of witnesses and list of documents when the enquiry was commenced. The enquiry officer acted in a biased manner and submitted a perverse report even though there was no material in the departmental proceedings to hold him guilty of serious misconduct. On a close scrutiny of the documents filed by the disputants it is seen that disputant was issued with a charge-sheet (marked as Ext.-2) in which allegations in five counts were raised. Ext.-4 further reveals that he submitted a show cause reply after being informed about the findings of the enquiry officer. There is nothing specific in his oral testimony about the name of the witnesses and documents which were presented before the enquiry officer without his prior knowledge. He has not also

vividly described as to how he was prejudiced by non-supply of such list of witnesses and documents. His evidence appears to be a bald one. On the other hand M.W.-1 has categorically stated that the disputant workman was furnished with the list of witnesses and documents prior to the commencement of the enquiry. He was also communicated and informed about the enquiry officer and Presenting Officer before commencement of the enquiry. Nothing substantial has been elicited from the cross examination of this witness to disbelieve him in this regard. On the other hand the Management has filed and exhibited the departmental proceeding file which is marked as Ext.-A. On a close scrutiny of the said departmental proceeding file it is seen that after issue of charge-sheet and submission of explanation by the disputant workman he was communicated vide a Memo dated 13.10.1997 about appointment of one D. Behera, Advocate, Keonjhar as an Enquiry Officer. The list of witnesses and documents are stated to have been enclosed with the said memo. The pleadings and evidence of the parties reveal that the disputant had participated in the departmental proceeding. No specific allegation has been raised either in the statement of claim or in the evidence of the workman that he had ever claimed before the enquiry officer about non-supply of list of witnesses and list of documents or copies of the documents. Though, an argument has been advanced that the departmental enquiry was bad in the eye of law as no subsistence allowance was provided to the disputant workman during the period of his suspension as well as the period during which the departmental proceeding was conducted, the said stand has neither been pleaded in the Statement of claim nor in the oral evidence of the workman. His evidence is totally silent about the subsistence allowance. On the other hand, the M.W.-1 in his cross examination denied and refuted such suggestion of the workman. Mere perusal of the documents relied upon by both the parties it is crystal clear that all the formalities and principle of natural justice were observed while conducting the departmental enquiry. Enquiry report was also furnished to the disputant workman and he was invited to submit his explanation on the said report as per Ext.-E available in the departmental proceeding file. Hence, the contention that he was not issued with a second show-cause notice along with an enquiry report before dismissal has no force.

Further, it cannot be over-sighted that enquiry officer Shri D. Behera is not found to have been connected in any manner with the Management on account of he being an Advocate. Hence, on a bald statement of the disputant workman the departmental enquiry cannot be said to be defective. On the other hand a co-employee/workman, who has been examined as M.W.-2 has testified before this Tribunal in support of the Management. He is stated to be a witness to the entire incident for which the disputant workman was charge-sheeted. There is nothing in his cross examination to doubt his credibility and trust-worthiness.

8. The only point in favour of the disputant workman is that he was acquitted in the criminal case. But, law is well settled that findings of a criminal court on the same and self matter is not binding to a departmental enquiry since strict principles of Evidence and Procedure are not required to be followed in a departmental proceeding like in a criminal trial. The findings of the departmental enquiry is based on pre-ponderance of probabilities, whereas in criminal case the guilt of the accused is required to be proved beyond reasonable doubt. That apart, a co-worker (M.W.-2), who was said to be present at the relevant time of incidence, has deposed before this Tribunal describing vividly as to how the disputant misbehaved his superior authority and criminally intimidated him being armed with a sword/sharp cutting weapon. There is nothing in his cross examination to discard his version. Though, the disputant workman was not expected to perform the duty of Rigger being employed as a Helper and it was wrong on the part of the Manager to insist him to discharge the duty of Rigger, the disputant has no right either to misbehave and manhandle him so also he should have not misbehaved or manhandled or criminally intimidated his authority for making him absent from duty on that day for his refusal to discharge the work of a Rigger except lodging a complaint in a lawful manner for the action of the Management treating him absent from duty.

9. Further, it is emerging from the pleadings and the evidence of the parties that his dismissal related to 22.8.1998 whereas the dispute seems to have been raised in the year 2004 after his acquittal in the criminal case vide judgement dated 8.5.2003. There was a delay of more than five years in challenging the order of dismissal. Law is well settled that when a power is conferred by a statute without mentioning the period within it can be invoked, the same has to be done within reasonable period, as all powers must be exercised reasonably and exercise of the same within reasonable period would be a fact of resemblances [Asst. Executive Engineer, Karnataka –versus- Shivalinga (2002-1-LLJ-4575 SC)]. Thus, for the reasons mentioned and discussed above I am constrained to hold that the dismissal of Shri Makur Mahanta by the Management was justified in view of he being found to have committed a serious misconduct warranting his dismissal as provided in the Certified Standing Order of the Management. Therefore, the disputant workman is not entitled to any relief.

10. The reference is answered accordingly.

Dictated & Corrected by me.

B. C. RATH, Presiding Officer

नई दिल्ली, 4 अप्रैल, 2018

का.आ. 582.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स भान्जा मिनरल्स प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 390/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.04.2018 को प्राप्त हुआ था।

[सं. एल-29011/6/2001-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 4th April, 2018

S.O. 582.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 390/2001) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Bhanja Minerals Pvt. Ltd. and their workman, which was received by the Central Government on 03.04.2018.

[No. L-29011/6/2001-IR (M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

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

INDUSTRIAL DISPUTE CASE NO. 390/2001

Date of Passing Award – 28th February, 2018

Between:

The Managing Director,
Bhanja Minerals Pvt. Ltd.,
At. Park Street, Keonjhar, Orissa

...1st Party-Management

(And)

The General Secretary,
North Orissa Workers Union,
At./Po. Barbil, Dist. Keonjhar, Orissa

...2nd Party-Union

Appearances:

None ... For the 1st Party-Management

Shri B.S. Pati, General Secretary ... For the 2nd Party-Union

A W A R D

The Government of India in the Ministry of Labour in exercise of its powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (herein after referred to as "The Act") have referred a dispute with the schedule "whether the demand of the North Orissa Workers Union Barbil for payment of wages to the workers as per list enclosed from 23rd Dec., 1998 to till date of opening of the mines by the management of Deojhar Iron Mine of M/s. Bhanja Minerals (P) Ltd., Deojhar for not observing the provisions of the Industrial Disputes Act, 1947 before closure of the mines and also not acting as per the modified order passed in the O.J.C. No. 17610 of 1998 dated 18.3.99 of Hon'ble High Court of Orissa is justified? If not, what relief the workmen are entitled to?" for its adjudication vide their letter No. L-29011/6/2001/IR(M) dated 04.05.2001.

2. The case of the 2nd party-Union as emerges from the statement of claim is that all the workmen, whose list is enclosed with the schedule of the reference, were employed under the Management in its mine i.e. Deojhar Iron Mines

and they were paid wages under its muster roll. In the year 1998, there was a boundary dispute of its mine with the mining area of one M/s. Sarada Mines for which a writ was preferred in the Hon'ble High Court of Orissa. The Hon'ble High Court restrained both the parties from carrying out the mining activity in those mining area. On impleadment and filing of petition by the 2nd party-Union, the said stay order was modified and mining activity was restrained only in the disputed area. It is the claim of the Union that despite vacation of such stay order, the Management did not start mining operation and the workmen were refused employment. Though, the disputant workmen were working in the mines of the Management continuously and uninterruptedly for more than 7/8 years, the Management did neither pay any compensation nor took any steps as required under section 25-o of the Act for closure of its mine. It did not take any steps also to reinstate the disputant workmen after vacation of the stay order by the Hon'ble High Court. Hence, a dispute was raised before the labour machinery and conciliation effort having failed the dispute has been referred to the Tribunal for its adjudication. Prayer has been made by the 2nd party-Union for directing the Management to reinstate all the workmen in its muster roll with all back wages and other service benefits.

3. On being noticed the Management appeared and filed its written statement in the initial stage of the proceeding. Subsequently, the Management was set exparte as it did not participate in the adjudication process. In its written statement the Management refuted all the allegations raised by the 2nd party-Union and took a stand that when a boundary dispute of its mine was arose with M/s. Sarada Mine, the disputant workmen were restrained by the employees of M/s. Sarada Mine to work. In the result they did not turn up on their own volition to work for the Management and they had abandoned services voluntarily. It is also pleaded that due to stay order of the Hon'ble High Court, the workmen did not turn up and they abandoned from their duty. The 1st Party-Management did not ever terminate their services. As the workmen ceases to work on their own volition and they did not turn up for their work, they are not entitled to any wages or any relief as claimed by them.

4. On the aforementioned pleadings of the parties the following issues were settled prior to the Management was set exparte.

ISSUES

1. Whether the demand of the North Orissa Workers Union Barbil for payment of wages to the workers as per list enclosed from 23rd Dec., 1998 to till date of opening of the mines by the management of Deojhar Iron Mine of M/s. Bhanja Minerals (P) Ltd., Deojhar for not observing the provisions of the Industrial Disputes Act, 1947 before closure of the mines and also not acting as per the modified order passed in the O.J.C. No. 17610 of 1998 dated 18.3.99 of Hon'ble High Court of Orissa is justified?
2. If not, what relief the workmen are entitled to

FINDINGS

5. It is pertinent to mention here that this Tribunal was constrained to pass an exparte award on 07.03.2003 when the Management failed to make its appearance after filing of S.A. of Shri Bhawani Shankar Pati, witnesses for the 2nd party-Union towards their examination-in-chief as prescribed under Order 18 Rule 4 C.P.C. The Management preferred a writ vide W.P.(C) 9669/2003 in the Hon'ble High Court of Orissa challenging the exparte award and in its order dated 11.05.2009 the Hon'ble High Court quashed the award and remitted back the matter to the Tribunal for its adjudication afresh in accordance with law, subject to condition that the petitioner-Management make a payment of Rs. 75,000/- towards cost to be paid to the workmen. Accordingly, the Management made its appearance on 22.12.2010 and deposited the cost which was disbursed to the concerned workmen and the case was re-opened and posted for hearing. After several adjournments on the request of the parties, the Union filed sworn affidavit of its two witnesses towards their examination in chief. When the case was lingering for their cross examination, the Management failed to take any steps again on 22.02.2016 notice was issued also to the Management for availing the opportunity of cross examination of the witnesses. When no step was taken on behalf of the Management after several adjournments, the cross examination of the witnesses was presumed to be declined and the Tribunal is constrained to proceed with the adjudication in absence of the Management.

6. The 2nd party-Union has examined one of the disputant workmen namely Shri Rangadhar Naik and General Secretary of the Union Shri Bhawani Shankar Pati by filing their sworn affidavit. Their evidence filed in form of sworn affidavit has remained uncontroverted and unchallenged. The statement of these witnesses before the Tribunal is nothing more or less than the reiteration of the pleadings advanced in the statement of claim. According to them the concerned workmen being in the muster roll of the Management were employed in the mines of the Management and the Management suddenly closed the mining operations without prior intimation to its workmen and without following due procedure on a pretext of restrained order passed by the Hon'ble High Court in a writ. It has been claimed by the witnesses that they moved the Hon'ble High Court for vacation of the said stay order. Accordingly, the order of the Hon'ble High Court was modified and there was no restriction to carry out mining operation in the undisputed mining

area of the Management. It is their claim that the workmen were available to perform their duties. But, the Management did not engage them and closed the operation of the mine suo motu without following due procedure. Hence, they became unemployed and as the closure was without intimation and due procedure, they are to be reinstated with full back wages. There is nothing in their uncontroverted and unchallenged testimony to disbelieve them. That apart, the Management has not challenged their engagement/employment prior to the alleged closure of the mine. There is also no denial in the written statement of the Management in regard to the claim of continuous and uninterrupted engagement of the disputant workmen for more than 7/8 years. Admittedly there is no material before me to suggest that due procedure as contemplated in Section 25-O or procedure as laid down in the Act was followed before stopping or closure of the mining operation. No compensation or prior notice for such closure of the mining operation was given to the workmen. No material is placed before the Tribunal to establish that the concerned workmen had abandoned their job voluntarily in view of the boundary dispute between two mine owners. Be that as it may, the closure of the mining operation is apparently illegal so also the disengagement or refusal of employment to the disputant workmen. It appears from the oral testimony of the witnesses that mining operation is still closed. It cannot be over-sighted that the dispute date back to the year 1998/1999 and in the meanwhile at least some of the workmen must have crossed the age of superannuation. When mining operation is already closed and it is not started, any order of reinstatement would not be beneficial to the workmen. It cannot also be over-looked that had the mining operation been closed in accordance to the procedure as laid down in the Act the disputant workmen would have received retrenchment compensation. It is well settled that in all matters of illegal or wrong dismissal of retrenchment of service, the Tribunal is not duty bound to pass an order of reinstatement with full back wages. In this regard the Tribunal has discretion to pass an appropriate award taking into consideration the peculiar facts and circumstances of each case.

7. Having regard to the totality of the facts and circumstances of the case as analysed above it is felt just and proper to direct the Management to pay Rs. 25,000/- to each workmen or his legal heir in case of death of any workmen, whose name is listed along with the schedule of the reference as a one-time compensation for their illegal disengagement. The amount of compensation shall be paid within two months of the publication of the award failing which the workmen are entitled to simple interest at the rate of 8% on the above amount from the date of this order.

8. The reference is answered accordingly.

Dictated & Corrected by me.

B. C. RATH, Presiding Officer

नई दिल्ली, 4 अप्रैल, 2018

का.आ. 583.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स यूनाइटेड इण्डिया इन्श्योरेंस कं. लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 8/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.04.2018 को प्राप्त हुआ था।

[सं. एल-17012/18/2005-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 4th April, 2018

S.O. 583.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 8/2006) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. United India Insurance Co. Ltd. and their workman, which was received by the Central Government on 03.04.2018.

[No. L-17012/18/2005-IR (M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

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

INDUSTRIAL DISPUTE CASE NO. 08/2006**Date of Passing Award – 28th February, 2018****Between:**

1. The Regional Manager,
United India Insurance Co. Ltd.,
Regional Office, Himalaya House,
38-B, Chowringhee Road, Kolkata – 700 071.
2. The Sr. Branch Manager,
United India Insurance Co. Ltd.,
Branch Office, Jajpur Road,
Jajpur (Orissa)

... 1st Party-Managements**(And)**

Shri Nakul Chandra Rout,
S/o. Shri Gopal Ch. Rout,
At./Po. Rachipur, Jajpur, Orissa

... 2nd Party-Workman**Appearances:**

- M/s. Nalini Kr. Mohanty, Advocate ... For the 1st Party-Managements
- M/s. S.K. Nayak, Advocate ... For the 2nd Party-Workman

AWARD

The award is directed against a reference made by the Government of India in the Ministry of Labour in exercising its authority conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act (herein-after referred to as “The Act”) vide its letter No. L-17012/18/2005 – IR(M), dated 20.04.2006 and the schedule of the reference is “Whether the contention of Shri Nakul Chandra Rout that he worked as Sweeper with the management of United India Insurance Company for more than 240 days continuously during the preceding 12 calendar months prior to his date of termination is correct. If so, whether the industrial dispute raised by him against the management over his termination justified? If so, to what relief the workman is entitled?”

2. Sworn of unnecessary details the case of the disputant workman as emerges from his statement of claim is that he was appointed as a Sweeper on 29.8.2001 in the branch office of the Management No. 1 at Jajpur. He worked as such continuously and uninterruptedly till 21.3.2005 when he was refused employment by the Branch Manager of the said branch office. According to him no notice pay in lieu of notice for disengagement/retranchment and retranchment compensation as provided under section 25-F of the Act was paid to him when employment was refused to him, even though he worked for more than 240 days continuously in the calendar year preceding to his retranchment. His such retranchment in violation of Section 25-F of the Act was illegal and unjustified. Therefore, the Management is required to reinstate him with full back wages and other consequential reliefs.

3. The Management has refuted the allegations raised by the disputant workman on a pleading that the Management being a Government Undertaking has its own recruitment rules and guidelines for appointment of its various categories of staff and as such Branch Manager had no authority to make any appointment in its various branch offices. The disputant was given a contract work of sweeping the branch office on daily wage basis for a temporary period when the regular Sweeper of the Branch office at Jajpur was superannuated. Such engagement of the disputant on daily wage basis was much more less than 240 days in a calendar year and as such question does not arise for compliance of Section 25-F of the Act. According to it on transfer and posting of regular sweeper the contract job of the disputant was dispensed with. In the above back-drops the disputant has neither any right to continue in the job permanently nor he is entitled to any reinstatement as well as any compensation.

4. On the aforesaid pleadings of the parties the following issue have been settled for adjudication of the dispute.

ISSUES

1. Whether the reference is maintainable?
2. Whether the workman has worked continuously for 240 days prior to his termination?
3. Whether the above termination of workman without payment

5. To substantiate his claim the disputant workman has tendered oral evidence only by examining himself and one Keshab Charan Bhuyan as W.W-1 and W.W.-2 whereas, the Management has examined its Branch Manager, Jajpur Road Branch, as M.W.-1 and relied upon the documents like cash disbursement vouchers on different dates, office directions passed on different dates and letter written by the workman which are marked as Ext.-A to Ext.-B/2 respectively.

FINDINGS

6. For the sake of convenience all the issues are taken for consideration simultaneously.

Coming to the evidence of the disputant workman it is seen that not a single scrap of paper towards appointment of the disputant as a Sweeper with effect from 29.8.2001 and his continuance in the said capacity till he was refused employment on 22.3.2005 is filed on a contention that no written appointment letter was issued to him and he was paid wages through vouchers. The disputant workman and his witnesses have only adduced oral evidence in support of the claim of the disputant that he was appointed as a Sweeper with effect from 29.8.2001 and continued as such till 21.3.2005. In the case between Rajasthan State Ganganagar S. Mills Ltd., -versus State of Rajasthan and another arising out of Civil Appeal No. 5969 of 2004 the Hon'ble Apex Court have held that in the case where termination is alleged to have been made in violation of Section 25-F, 25-G and 25-H, mere filing of an affidavit and giving his own statement before Labour Court to the said effect is not enough evidence to prove that the workman had worked for 240 days as claimed. Burden is always upon the workman to prove the said fact.

7. In the case of Himanshu Kumar Vidyarthi and others -versus State of Bihar arising of S.L.P. (C) No. 7957 of 1996 the Hon'ble Apex Court have observed that services of a daily wagers are temporary one. They are temporary employees working on daily wages. Under the circumstances their disengagement from service cannot be construed to be a retrenchment under the I.D. Act. The concept of retrenchment therefore cannot be stretched to such an extent as to cover the employees engaged on daily wage basis.

8. Keeping in view the above settled principles if the evidence of the disputant workman is examined, it is seen that he has not discharged his burden of proof to establish his claim that he worked for more than 240 days continuously and uninterruptedly preceding to his alleged retrenchment on 20.3.2005. It is emerging from his evidence that he was paid wages through different vouchers in an interval of seven days or fifteen days. He was refused employment when one Laxman Jena regular sweeper of the Management was transferred from Kolkatta to Jajpur. On the other hand it has been affirmed on oath by the M.W.-1 that the disputant was never engaged continuously for a period of 240 days either in a calendar year preceding to his disengagement or in a year. He was engaged on daily wage for sweeping the office premises only and his such engagement was 12 days in the year 2001, 219 days in the year 2002, 162 days in the year 2003 and 205 days in 2004 and 29 days in the year 2005 when he was disengaged. The vouchers under which the disputant was paid for the above specific work are filed by the Management and marked as exhibits. Close scrutiny of those vouchers reveals that there is no discrepancy in the oral evidence of M.W.-1. Relying upon the principle set out by the Hon'ble Apex Court the learned counsel for the disputant workman submitted that as the Management's office runs five days in a week, continuous and uninterrupted work of 205 days in a calendar year mandates the Management to comply with the requirements of Section 25-F of the Act while disengaging the disputant. In this regard he has filed the calendars of the year 2001 to 2005. The calendars are apparently printed by Orissa State General Employees Insurance Association. There is no authentication to infer that the holidays shown in the printed calendar are in conformity to the declared public holidays by the Management in those calendar years. Further, it cannot be overlooked that in the calendar of the year 2004 six working days in a week are shown. Though, the witnesses have been examined from both the sides, they have not stated anything from which it can be concluded that the office of the Management was functioning for five days in a week and as such the Management is required to comply with the provisions of Section 25-F when the disputant is found to have worked for more than 205 days in a calendar year. Thus, from the analysis and discussions made above it can be safely held that the disputant workman has failed to establish that he worked for more than 240 days in a calendar year preceding to his disengagement as well as his claim that the Management was five working days in a week. That apart, it cannot be over-sighted that his engagement was purely on temporary and daily wage basis against a vacancy to be filled up by regular employee. When his employment was on daily wage basis against a temporary vacancy, it can be presumed that the disputant is aware of his appointment/engagement was for a specific period or for specific purpose. Be that as it may, provisions of Section 25-F is not required to be complied with when such an employee or workman or daily wager is disengaged in the event of the vacancy being filled up by a regular workman. In view of the discussions made above, the termination/retrenchment/refusal/disengagement of the disputant workman cannot be said illegal or unjustified.

9. Accordingly the reference is answered.

Dictated & Corrected by me.

B. C. RATH, Presiding Officer

नई दिल्ली, 6 अप्रैल, 2018

का.आ. 584.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स सिंगारेनी कोलियरीज कंपनी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, गोदावरिखानी के पंचाट (संदर्भ संख्या 21/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21.03.2018 को प्राप्त हुआ था।

[सं. एल-22013/01/2018-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 6th April, 2018

S.O. 584.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 21/2013) of the Central Government Industrial Tribunal-cum-Labour Court, Godavarikhani as shown in Annexure, in the industrial dispute between the management of M/s. Singareni Collieries Company Ltd. and their workmen, received by the Central Government on 21.03.2018.

[No. L-22013/01/2018-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE**BEFORE THE CHAIRMAN, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-CUM-VI ADDL.DIST. & SESSIONS COURT, GODAVARIKHANI****Present : SRI SAMBASIVA RAO NAIDU, Chairman-cum-Presiding Officer****THURSDAY, ON THIS THE 2nd DAY OF NOVEMBER, 2017****I.D. No. 21 of 2013****Between:-**

Thatikonda Sammaiah, S/o.Gattaiah, Occ:Coal Filler,
R/o.Laxmipuram, Ramagundam Mandal of Peddapalli District.

... Petitioner

A N D

1. The Colliery Manager, SCCL, GDK VI Incline, Godavarikhani
2. The Chief General Manager, SCCL, RG-I, Godavarikhani,
Post Godavarikhani, District Karimnagar.
3. The Managing Director (Admn.), SCCL, Kothagudem,
District Khammam.

... Respondents

This case coming before me for final hearing in the presence of Sri S.Bhagavanth Rao, Advocate for the petitioner and of Sri D.Krishna Murthy, Advocate for the Respondents; and having been heard and having stood over for consideration till this day, the Tribunal delivered the following:-

AWARD

1. This is a petition filed by petitioner workman U/s.2-A(2) of Industrial Dispute Act, Challenging the order of R-2 herein by which the petitioner was removed from service and he prayed for reinstatement into service and also for a relief of Rs.3,000/- per month as MMC and also for a sum of Rs.6,000/- till he was given employment. In fact the petition was filed by petitioner during 2013 challenging the order dated 13-06-2000 by which the petitioner was removed from service. It was registered as ID.No.21/2013. My predecessor in office has disposed the said Industrial Dispute, after giving opportunity to the respondents and after receiving their counter vide order dated 07-11-2015. The I.D., was allowed by setting aside the dismissal order dater 11-06-2000 and it was directed that the petitioner shall be deemed to be retired from service voluntarily with effect from 13-06-2000. The respondents have challenged the award by filing writ petition vide WP No.25043 of 2016. The Honorable High Court was pleased to allow the writ petition and remanded the matter with a specific direction to this Tribunal to consider the issue of limitation. While allowing the writ petition the Honorable High Court, was pleased to observe as follows.

“The only point raised in the present writ petition is with regard to the right of respondent No.2 to file I.D.No. 21/2013 after lapse of 13 years.

Though a specific ground was taken raising the Bar of limitation in the counter filed on behalf of respondent No.1, the Labour Court neither framed the point with regard to the limitation nor decided the same. In the circumstances, after going through the award, this court is satisfied that the Labour Court has not decided the said point of limitation.

Accordingly, this Writ petition is allowed on the point of non-consideration of the point of limitation and the matter is remanded to respondent No.1 for consideration of the issue afresh within a period of three (3) months from the date of receipt of a copy of the order. No order as to costs.”

2. The following was the brief case of the petitioner as per his petition.

The petitioner was appointed in SCC Company on 01-01-1970. He got appointment in the place of his father-in-law under "settlements" of section 12(3) of ID. Act. He has discharged duties to the fullest satisfaction to the superiors. The health of the petitioner was not good he could not attend duty during 1999. He was suspended from service from 21-11-1999 to 30-11-1999. The vision of his left eye was badly affected. He has obtained treatment at Area Hospital and he was declared as fit to attend duties on 01-10-1999. The petitioner has stated that in spite of treatment his vision was not improved. He was unable to attend the duty. He has attended only 130 musters in 1999. The petitioner was removed from service on the ground of continuous absenteeism. The petitioner states that he was an illiterate his thumb impression was obtained on white papers. The respondent company without declaring the petitioner unfit, terminated him from service. Therefore he prayed for reinstatement to the service by giving relief at the rate of Rs.3000/- P.M as MMC and Rs.6,000/- per month till he was given employment.

The respondent opposed the petition on various grounds. The respondent has filed a counter stating that the petitioner was removed from service in 2000. He kept quiet for a period of 14 years and raised the present Industrial Dispute. Therefore it is barred by limitation U/s. 2-A of Industrial Disputes Act and liable to be dismissed. The respondents have denied the other allegations of the petitioner and further stated that according to 52(2) of Mines Act 1952 an underground employee is required to put minimum musters of 190 and surface employee must attend 240 musters in a year. Therefore the petitioner being underground employee supposed to attend minimum musters of 190, but he was a continuous absentee and he has attended only 70 musters during 1999. A charge sheet was served on the petitioner on 19-03-2000. The respondent has furnished the attendance particulars of petitioner during 1996 to 2000. The respondent has stated that such continuous absence amounts to misconduct under company's standing orders vide Clause 25.25. Therefore charge sheet was served on the petitioner, and a regular departmental enquiry was conducted. The charges were proved against the petitioner. The respondent has opposed the petition mainly on the ground of limitation. It was also opposed on the ground of absence as the petitioner failed to put in minimum required musters.

3. As I have already stated, the petition was decided by my predecessor vide award dated 07-11-2015. However in view of the directions of the Honorable High Court vide orders in W.P. No. 25045/2016 both the counsel for petitioner and respondent have advanced their arguments.

Now the point for consideration is whether the petition filed by the petitioner is barred by limitation as contended by the respondent?

4. Since the present case was remanded with regard to the limitation aspect, I don't want to go to the other merits of the case. The Hon'ble High Court while allowing Writ Petition specifically directed this Tribunal to consider the issue of limitation. According to the available material the petitioner herein worked as Badli Coal Filler and in view of his continuous absence after a departmental enquiry and followed by a show cause notice the petitioner was removed from service w.e.f., 13-06-2000 vide order dated 11-06-2000. This Industrial Dispute was filed by the petitioner nearly 13 years after the said removal order. The respondents while filing their counter specifically pleaded that the present Industrial Dispute is not maintainable in view of the provisions vide section 2A(3) of the ID Act. The learned counsel for the petitioner states that this aspect was considered at the time of registering the case and as the amendment was subsequent to the removal order the petitioner can maintain ID under section 2A(2) of ID Act and section 2A (3) is not a bar against the petition. For convenience sake I am reproducing section 2 A of the Industrial Disputes Act which reads as follows:

Amendment of section 2A. - Section 2A of the principal Act shall be numbered as sub-section (1) thereof and after sub-section (1) as so numbered, the following sub-sections shall be inserted, namely:—

“(2) Notwithstanding anything contained in section 10, any such workman as is specified in sub-section (1) may, make an application direct to the Labour Court or Tribunal for adjudication of the dispute referred to therein after the expiry of forty-five days from the date he has made the application to the Conciliation Officer of the appropriate Government for conciliation of the dispute, and in receipt of such application the Labour Court or Tribunal shall have powers and jurisdiction to adjudicate upon the dispute, as if it were a dispute

referred to it by the appropriate Government in accordance with the provisions of this Act and all the provisions of this Act shall apply in relation to such adjudication as they apply in relation to an industrial dispute referred to it by the appropriate Government.

(3) The application referred to in sub-section (2) shall be made to the Labour Court or Tribunal before the expiry of three years from the date of discharge, dismissal, retrenchment or otherwise termination of service as specified in sub-section (1)."

5. Therefore according to section 2A(3) an application referred in sub section (2) namely an application questioning the discharge, dismissal, retrenchment of an employee shall be made before Labour Court or Tribunal before the expiry of (3) years from the date of discharge, dismissal, retrenchment or other wise termination of service. The petitioner did not dispute the date of removal namely 13-11-2000 and admittedly the petition was filed before this Tribunal on 05-03-2013 and it was registered as I.D.No.21/2013 on 05-08-2013. The sub section 2A(3) specifically provides that a period of (3) years is limitation for filing an application under section 2A. Therefore, the petitioner is supposed to file his application within (3) years after his removal. I am unable to accept the contention of petitioner that the amended provision has no application to his case since the removal was in 2000 when there is a specific bar against the petition. He is not entitled to file Industrial Dispute under section 2A(2) of ID Act beyond the period of (3) years. Therefore, the petition is not maintainable and is liable to be dismissed.

6. In the result, the petition is dismissed.

Dictated to Typist, transcribed by him, corrected and pronounced by me in the open court, on this the 2nd day of November, 2017.

SRI SAMBASIVA RAO NAIDU, Chairman-cum-Presiding Officer

Appendix of Evidence

Witnesses Examined

For workman:

-Nil-

-For Management:-

-Nil-

EXHIBITS

For workman:-

Ex.W-1	Dt.	11-06-2000	Dismissal order, Photostat copy
Ex.W-2	Dt.	14-07-2000	Demand letter with courier receipt
Ex.W-3	Dt.	19-03-2000	Enquiry report, Photostat copy.

For Management:-

Ex.M-1	Dt.	19-03-2000	Charge sheet
Ex.M-2	Dt.	03-04-2000	Enquiry notice with Ack.,
Ex.M-3	Dt.	--	Declaration of petitioner as enquiry proceedings in English
Ex.M-4	Dt.	--	Domestic enquiry proceedings
Ex.M-5	Dt.	19-03-2000	Enquiry report
Ex.M-6	Dt.	21/27-04-2000	Show cause notice
Ex.M-7	Dt.	11-06-2000	Dismissal order.