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No. 48] NEW DELHI, DECEMBER 2—DECEMBER 8, 2018, SATURDAY/AGRAHAYANA 11—AGRAHAYANA 17, 1940

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, 7 सितम्बर, 2018

का.आ. 1704.—भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) की धारा 20 की उप-धारा (1) के साथ पठित धारा 19 के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, सुश्री अंशुला कांत (जन्म तिथि: 7.9.1960) को उनके पदभार ग्रहण करने की तारीख से और उनकी अधिवर्षिता आयु प्राप्त करने की तारीख (अर्थात् 30.9.2020) तक अथवा अगले आदेशों तक, जो भी पहले हो, भारतीय स्टेट बैंक में प्रबंध निदेशक के पद पर नियुक्त करती है।

[फा. सं. 2/1/2016-बीओ-I]

ज्ञानोत्तोष राय, अवर सचिव

MINISTRY OF FINANCE**(Department of Financial Services)**New Delhi, the 7th September, 2018

S.O. 1704.—In exercise of the powers conferred by clause (b) of section 19 read with sub-section (1) of section 20 of the State Bank of India Act, 1955 (23 of 1955), the Central Government, hereby appoints Ms Anshula Kant (DoB: 7.9.1960) as Managing Director of the State Bank of India, with effect from the date of her taking over charge of the post and till the date of her attaining the age of superannuation (*i.e.*, 30.9.2020) or until further orders, whichever is earlier.

[F. No. 2/1/2016-BO-I]

JNANATOSH ROY, Under Secy.

नई दिल्ली, 19 सितम्बर, 2018

का. आ. .1705—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, भारतीय स्टेट बैंक के उप-प्रबंध निदेशक, सुश्री पद्मजा चुंदरू (जन्म तिथि 2.8.1961) को कार्यभार ग्रहण करने की तारीख से तथा अधिवर्षिता की आयु प्राप्त करने की तारीख (अर्थात् 31.8.2021) तक अथवा अगले आदेशों तक, जो भी पहले हो, इंडियन बैंक में प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी के पद पर नियुक्त करती है।

[फा. सं. 4/2/2018-बीओ-I]

एस. आर. मेहर, उप सचिव

New Delhi, the 19th September, 2018

S.O. 1705.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme 1970, the Central Government, hereby appoints Ms. Padmaja Chunduru (DoB: 2.8.1961), Deputy Managing Director, State Bank of India, as Managing Director & Chief Executive Officer in Indian Bank with effect from the date of assumption of office, or till attaining the age of superannuation (*i.e.*, 31.8.2021), or until further orders, whichever is earlier.

[F. No. 4/2/2018-BO-I]

S. R. MEHAR, Dy. Secy.

नई दिल्ली, 19 सितम्बर, 2018

का. आ. 1706.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, भारतीय स्टेट बैंक के उप-प्रबंध निदेशक, श्री मृत्युंजय महापात्र (जन्म तिथि 3.5.1960) को कार्यभार ग्रहण करने की तारीख से तथा अधिवर्षिता की आयु प्राप्त करने की तारीख (अर्थात् 31.5.2020) तक अथवा अगले आदेशों तक, जो भी पहले हो, सिंडिकेट बैंक में प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी के पद पर नियुक्त करती है।

[फा. सं. 4/2/2018-बीओ-I]

एस. आर. मेहर, उप सचिव

New Delhi, the 19th September, 2018

S.O. 1706.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme 1970, the Central Government, hereby appoints Shri Mrutyunjay Mahapatra (DoB 3.5.1960), Deputy Managing Director, State Bank of India, as Managing Director & Chief Executive Officer in Syndicate Bank with effect from the date of assumption of office and till attaining the age of superannuation (*i.e.*, 31.5.2020), or until further orders, whichever is earlier.

[F. No. 4/2/2018-BO-I]

S. R. MEHAR, Dy. Secy.

नई दिल्ली, 19 सितम्बर, 2018

का. आ. 1707.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, भारतीय स्टेट बैंक के उप-प्रबंध निदेशक, श्री कर्णम सेकर (जन्म तिथि 1.7.1960) को कार्यभार ग्रहण करने की तारीख से तथा अधिवर्षिता की आयु प्राप्त करने की तारीख (अर्थात् 30.6.2020) तक अथवा अगले आदेशों तक, जो भी पहले हो, देना बैंक में प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी के पद पर नियुक्त करती है।

[फा. सं. 4/2/2018-बीओ-I]

एस. आर. मेहर, उप सचिव

New Delhi, the 19th September, 2018

S.O. 1707.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme 1970, the Central Government, hereby appoints Shri Karnam Sekar (DoB 1.7.1960), Deputy Managing Director, State Bank of India, as Managing Director & Chief Executive Officer in Dena Bank with effect from the date of assumption of office and upto the date of his attaining the age of superannuation (*i.e.*, 30.6.2020), or until further orders, whichever is earlier.

[F. No. 4/2/2018-BO-I]

S. R. MEHAR, Dy. Secy.

नई दिल्ली, 19 सितम्बर, 2018

का. आ. 1708.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, भारतीय स्टेट बैंक के उप-प्रबंध निदेशक, श्री पल्लव महापात्र (जन्म तिथि 25.2.1961) को कार्यभार ग्रहण करने की तारीख से तथा अधिवर्षिता की आयु प्राप्त करने की तारीख (अर्थात् 28.2.2021) तक अथवा अगले आदेशों तक, जो भी पहले हो, सेंट्रल बैंक ऑफ इंडिया में प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी के पद पर नियुक्त करती है।

[फा. सं. 4/2/2018-बीओ-I]

एस. आर. मेहर, उप सचिव

New Delhi, the 19th September, 2018

S.O. 1708.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme 1970, the Central Government, hereby appoints Shri Pallav Mohapatra (DoB 25.2.1961), Deputy Managing Director, State Bank of India, as Managing Director & Chief Executive Officer in Central Bank of India with effect from the date of assumption of office, and till attaining the age of superannuation (*i.e.*, 28.2.2021), or until further orders, whichever is earlier.

[F. No. 4/2/2018-BO-I]

S. R. MEHAR, Dy. Secy.

नई दिल्ली, 19 सितम्बर, 2018

का. आ. 1709.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, यूनियन बैंक ऑफ इंडिया के कार्यपालक निदेशक, श्री अतुल कुमार गोयल (जन्म तिथि 26.12.1964) को दिनांक 2.11.2018 को या इसके पश्चात् कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, यूको बैंक में प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी के पद पर नियुक्त करती है।

[फा. सं. 4/2/2018-बीओ-I]

एस. आर. मेहर, उप सचिव

New Delhi, the 19th September, 2018

S.O. 1709.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme 1970, the Central Government, hereby appoints Shri Atul Kumar Goel (DoB 26.12.1964), Executive Director, Union Bank of India as Managing Director & Chief Executive Officer in UCO Bank, for a period of three years with effect from the date of assumption of office on or after 2.11.2018, or until further orders, whichever is earlier.

[F. No. 4/2/2018-BO-I]

S. R. MEHAR, Dy. Secy.

नई दिल्ली, 19 सितम्बर, 2018

का. आ. 1710.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, सिंडिकेट बैंक के कार्यपालक निदेशक, श्री सीएच. एस. एस. मल्लिकार्जुन राव (जन्म तिथि 22.1.1962) को कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, इलाहाबाद बैंक में प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी के पद पर नियुक्त करती है।

[फा. सं. 4/2/2018-बीओ-I]

एस. आर. मेहर, उप सचिव

New Delhi, the 19th September, 2018

S.O. 1710.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme 1970, the Central Government, hereby appoints Shri Ch. S. S. Mallikarjuna Rao, (DoB 22.1.1962) Executive Director, Syndicate Bank as Managing Director & Chief Executive Officer in Allahabad Bank, for a period of three years with effect from the date of assumption of office, and or until further orders, whichever is earlier.

[F. No. 4/2/2018-BO-I]

S. R. MEHAR, Dy. Secy.

नई दिल्ली, 19 सितम्बर, 2018

का. आ. 1711.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, इलाहाबाद बैंक के कार्यपालक निदेशक, श्री एस. हरिशंकर (जन्म तिथि 19.5.1961) को कार्यभार ग्रहण करने की तारीख से तथा अधिवर्षिता की आयु प्राप्त करने की तारीख (अर्थात् 31.5.2021) तक अथवा अगले आदेशों तक, जो भी पहले हो, पंजाब एंड सिंध बैंक में प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी के पद पर नियुक्त करती है।

[फा. सं. 4/2/2018-बीओ-I]

एस. आर. मेहर, उप सचिव

New Delhi, the 19th September, 2018

S.O. 1711.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act 1980 read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme 1980, the Central Government, hereby appoints Shri S. Harisankar (DoB 19.5.1961), Executive Director, Allahabad Bank as Managing Director & Chief Executive Officer in Punjab & Sind Bank with effect from the date of assumption of office and upto the date of his attaining the age of superannuation (*i.e.*, 31.5.2021), or until further orders, whichever is earlier.

[F. No. 4/2/2018-BO-I]

S. R. MEHAR, Dy. Secy.

नई दिल्ली, 19 सितम्बर, 2018

का. आ. 1712.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, भारतीय स्टेट बैंक के उप-प्रबंध निदेशक, श्री जे. पैकिरीसामी (जन्म तिथि 28.2.1961) को कार्यभार ग्रहण करने की तारीख से तथा अधिवर्षिता की आयु प्राप्त करने की तारीख (अर्थात् 28.2.2021) तक अथवा अगले आदेशों तक, जो भी पहले हो, आंध्रा बैंक में प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी के पद पर नियुक्त करती है।

[फा. सं. 4/2/2018-बीओ-I]

एस. आर. मेहर, उप सचिव

New Delhi, the 19th September, 2018

S.O. 1712.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act 1980 read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme 1980, the Central Government, hereby appoints Shri J Packirisamy (DoB 28.2.1961), Deputy Managing Director, State Bank of India, as Managing Director & Chief Executive Officer in Andhra Bank with effect from the date of assumption of office, or till attaining the age of superannuation (*i.e.*, 28.2.2021), or until further orders, whichever is earlier.

[F. No. 4/2/2018-BO-I]

S. R. MEHAR, Dy. Secy.

नई दिल्ली, 19 सितम्बर, 2018

का. आ. 1713.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, युनाइटेड बैंक ऑफ इंडिया के कार्यपालक निदेशक, श्री अशोक कुमार प्रधान (जन्म तिथि 8.5.1960) को दिनांक 1.10.2018 को या इसके पश्चात् कार्यभार ग्रहण करने की तारीख से तथा अधिवर्षिता की आयु प्राप्त करने की तारीख (अर्थात् 31.5.2020) तक अथवा अगले आदेशों तक, जो भी पहले हो, युनाइटेड बैंक ऑफ इंडिया में प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी के पद पर नियुक्त करती है।

[फा. सं. 4/2/2018-बीओ-I]

एस. आर. मेहर, उप सचिव

New Delhi, the 19th September, 2018

S.O. 1713.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme 1970, the Central Government, hereby appoints Shri Ashok Kumar Pradhan (DoB 8.5.1960), Executive Director, United Bank of India as Managing Director & Chief Executive Officer in United Bank of India with effect from the date of assumption of office on or after 1.10.2018 and upto the date of his attaining the age of superannuation (*i.e.*, 31.5.2020), or until further orders, whichever is earlier.

[F. No. 4/2/2018-BO-I]

S. R. MEHAR, Dy. Secy.

नई दिल्ली, 19 सितम्बर, 2018

का. आ. 1714.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, इंडियन बैंक के कार्यपालक निदेशक, श्री ए. एस. राजीव (जन्म तिथि 15.5.1964) को दिनांक 1.12.2018 को या इसके पश्चात् कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, बैंक ऑफ महाराष्ट्र में प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी के पद पर नियुक्त करती है।

[फा. सं. 4/2/2018-बीओ-I]

एस. आर. मेहर, उप सचिव

New Delhi, the 19th September, 2018

S.O. 1714.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme 1970, the Central Government, hereby appoints Shri A. S. Rajeev (DoB 15.5.1964), Executive Director, Indian Bank as Managing Director & Chief Executive Officer in Bank of Maharashtra, for a period of three years with effect from the date of assumption of office on or after 1.12.2018, or until further orders, whichever is earlier.

[F. No. 4/2018-BO-I]

S. R. MEHAR, Dy. Secy.

नई दिल्ली, 19 सितम्बर, 2018

का. आ. 1715.—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 9 की उप-धारा (1) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, श्री राकेश जैन (जन्म तिथि 18.8.1957) को उनकी नियुक्ति की अधिसूचना की तारीख से चार वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, भारतीय रिजर्व बैंक के दक्षिणी स्थानीय बोर्ड में सदस्य नियुक्त करती है।

[फा. सं. 6/1/2018-बीओ-I]

एस. आर. मेहर, उप सचिव

New Delhi, the 19th September, 2018

S.O. 1715.— In exercise of the powers conferred by sub-section (1) of section 9 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government hereby appoints Shri Rakesh Jain (DoB: 18.8.1957) to be a Member of the Southern Local Board of the Reserve Bank of India, for a period of four years from the date of notification of his appointment, or until further orders, whichever is earlier.

[F. No. 6/1/2018-BO-I]

S. R. MEHAR, Dy. Secy.

नई दिल्ली, 19 सितम्बर, 2018

का. आ. 1716.—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 9 की उप-धारा (1) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, श्री राघवेन्द्र नारायण दूबे (जन्म तिथि 29.3.1958) को उनकी नियुक्ति की अधिसूचना की तारीख से चार वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, भारतीय रिजर्व बैंक के उत्तरी स्थानीय बोर्ड में सदस्य नियुक्त करती है।

[फा. सं. 6/1/2018-बीओ-I]

एस. आर. मेहर, उप सचिव

New Delhi, the 19th September, 2018

S.O. 1716.—In exercise of the powers conferred by sub-section (1) of section 9 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government hereby appoints Shri Raghvendra Narayan Dubey (DoB: 29.3.1958) to be a Member of the Northern Local Board of the Reserve Bank of India, for a period of four years from the date of notification of his appointment, or until further orders, whichever is earlier.

[F. No. 6/1/2018-BO-I]

S. R. MEHAR, Dy. Secy.

नई दिल्ली, 19 सितम्बर, 2018

का. आ. 1717.—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 8 की उप-धारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, उत्तरी स्थानीय बोर्ड से सुश्री रेवती अय्यर (जन्म तिथि 28.5.1954) को उनकी नियुक्ति की अधिसूचना की तारीख से चार वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, भारतीय रिजर्व बैंक के केंद्रीय निदेशक मंडल में निदेशक नियुक्त करती है।

[फा. सं. 6/1/2018-बीओ-I]

एस. आर. मेहर, उप सचिव

New Delhi, the 19th September, 2018

S.O. 1717.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 8 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government hereby nominates Ms. Revathy Iyer (DoB: 28.5.1954) from Northern Local Board to be Director on the Central Board of Directors of Reserve Bank of India, for a period of four years from the date of notification of her appointment or until further orders, whichever is earlier.

[F. No. 6/1/2018-BO-I]

S. R. MEHAR, Dy. Secy.

नई दिल्ली, 19 सितम्बर, 2018

का. आ. 1718.—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 9 की उप-धारा (1) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, सुश्री रेवती अय्यर (जन्म तिथि 28.5.1954) को उनकी नियुक्ति की अधिसूचना की तारीख से चार वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, भारतीय रिजर्व बैंक के उत्तरी स्थानीय बोर्ड में सदस्य नियुक्त करती है।

[फा. सं. 6/1/2018-बीओ-I]

एस. आर. मेहर, उप सचिव

New Delhi, the 19th September, 2018

S.O. 1718.—In exercise of the powers conferred by sub-section (1) of section 9 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government hereby appoints Ms. Revathy Iyer (DoB: 28.5.1954) to be a Member of the Northern Local Board of the Reserve Bank of India, for a period of four years from the date of notification of her appointment or until further orders, whichever is earlier.

[F. No. 6/1/2018-BO-I]

S. R. MEHAR, Dy. Secy.

नई दिल्ली, 19 सितम्बर, 2018

का. आ. 1719.—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 8 की उप-धारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, पूर्वी स्थानीय बोर्ड से प्रो. सचिन चतुर्वेदी (जन्म तिथि 26.10.1967) को उनकी नियुक्ति की अधिसूचना की तारीख से चार वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, डॉ. नचिकेत मधुसूदन मोर के स्थान पर भारतीय रिजर्व बैंक के केंद्रीय निदेशक मंडल में निदेशक नियुक्त करती है।

[फा. सं. 6/1/2018-बीओ-I]

एस. आर. मेहर, उप सचिव

New Delhi, the 19th September, 2018

S.O. 1719.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 8 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government hereby nominates Prof. Sachin Chaturvedi (DoB: 26.10.1967) from Eastern Local Board to be Director on the Central Board of Directors of Reserve Bank of India *vice* Dr. Nachiket Madhusudan Mor, for a period of four years from the date of notification of his appointment or until further orders, whichever is earlier.

[F. No. 6/1/2018-BO-I]

S. R. MEHAR, Dy. Secy.

नई दिल्ली, 19 सितम्बर, 2018

का. आ. 1720.—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 9 की उप-धारा (1) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, प्रो. सचिन चतुर्वेदी (जन्म तिथि 26.10.1967) को उनकी नियुक्ति की अधिसूचना की तारीख से चार वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, भारतीय रिजर्व बैंक के पूर्वी स्थानीय बोर्ड में सदस्य नियुक्त करती है।

[फा. सं. 6/1/2018-बीओ-I]

एस. आर. मेहर, उप सचिव

New Delhi, the 19th September, 2018

S.O. 1720.—In exercise of the powers conferred by sub-section (1) of section 9 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government hereby appoints Prof. Sachin Chaturvedi (DoB: 26.10.1967) to be a Member of the Eastern Local Board of the Reserve Bank of India, for a period of four years from the date of notification of his appointment, or until further orders, whichever is earlier.

[F. No. 6/1/2018-BO-I]

S. R. MEHAR, Dy. Secy.

नई दिल्ली, 20 सितम्बर, 2018

का. आ. 1721.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, बैंक आफ इंडिया के महाप्रबंधक, श्री अजेय कुमार आजाद (जन्म तिथि 5.4.1961) को दिनांक 22.1.2019 को या इसके पश्चात कार्यभार ग्रहण करने की तारीख से तथा अधिवर्षिता की आयु प्राप्त

करने की तारीख (अर्थात् 30.4.2021) तक अथवा अगले आदेशों तक, जो भी पहले हो, पंजाब नैशनल बैंक में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[फा. सं. 4/5/2018-बीओ-I]

एस. आर. मेहर, उप सचिव

New Delhi, the 20th September, 2018

S.O. 1721.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme 1970, the Central Government, hereby appoints Shri Agyey Kumar Azad (Date of Birth: 5.4.1961), General Manager, Bank of India, as Executive Director in Punjab National Bank with effect from the date of assumption of office on or after 22.1.2019 and up to the date of his attaining the age of superannuation (*i.e.*, 30.4.2021), or until further orders, whichever is earlier.

[F. No. 4/5/2018-BO-I]

S. R. MEHAR, Dy. Secy.

नई दिल्ली, 20 सितम्बर, 2018

का. आ. 1722.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, पंजाब नैशनल बैंक के महाप्रबंधक, श्री गोपाल सिंह गुसाई (जन्म तिथि 3.1.1962) को कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, यूनियन बैंक आफ इंडिया में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[फा. सं. 4/5/2018-बीओ-I]

एस. आर. मेहर, उप सचिव

New Delhi, the 20th September, 2018

S.O. 1722.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme 1970, the Central Government, hereby appoints Shri Gopal Singh Gusain, (Date of Birth: 3.1.1962) General Manager, Punjab National Bank as Executive Director in Union Bank of India, for a period of three years with effect from the date of assumption of office, or until further orders, whichever is earlier.

[F. No. 4/5/2018-BO-I]

S. R. MEHAR, Dy. Secy.

नई दिल्ली, 20 सितम्बर, 2018

का. आ. 1723.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1980 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, विजया बैंक के महाप्रबंधक, श्री विजय दुबे (जन्म तिथि 7.8.1963) को दिनांक 1.11.2018 को या इसके पश्चात कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, ओरियंटल बैंक आफ कामर्स में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[फा. सं. 4/5/2018-बीओ-I]

एस. आर. मेहर, उप सचिव

New Delhi, the 20th September, 2018

S.O. 1723.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act 1980 read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme 1980, the Central Government, hereby appoints Shri Vijay Dube (Date of Birth: 7.8.1963), General Manager, Vijaya Bank as Executive Director in Oriental Bank of Commerce, for a period of three years with effect from the date of assumption of office on or after 1.11.2018, or until further orders, whichever is earlier.

[F. No. 4/5/2018-BO-I]

S. R. MEHAR, Dy. Secy.

नई दिल्ली, 20 सितम्बर, 2018

का. आ. 1724.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, पंजाब नैशनल बैंक के महाप्रबंधक, श्री आलोक श्रीवास्तव (जन्म तिथि 22.11.1962) को दिनांक 23.1.2019 को या इसके पश्चात कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, सेन्ट्रल बैंक आफ इंडिया में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[फा. सं. 4/5/2018-बीओ-I]

एस. आर. मेहर, उप सचिव

New Delhi, the 20th September, 2018

S.O. 1724.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme 1970, the Central Government, hereby appoints Shri Alok Srivastava (Date of Birth: 22.11.1962), General Manager, Punjab National Bank as Executive Director in Central Bank of India, for a period of three years with effect from the date of assumption of office on or after 23.1.2019, or until further orders, whichever is earlier.

[F. No. 4/5/2018-BO-I]

S. R. MEHAR, Dy. Secy.

नई दिल्ली, 20 सितम्बर, 2018

का. आ. 1725.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, केनरा बैंक के महाप्रबंधक, श्री हेमंत कुमार टमटा (जन्म तिथि 6.3.1962) को दिनांक 31.12.2018 को या इसके पश्चात कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, बैंक आफ महाराष्ट्र में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[फा. सं. 4/5/2018-बीओ-I]

एस. आर. मेहर, उप सचिव

New Delhi, the 20th September, 2018

S.O. 1725.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme 1970, the Central Government, hereby appoints Shri Hemant Kumar Tamta (Date of Birth: 6.3.1962), General Manager, Canara Bank as Executive Director in Bank of Maharashtra, for a period of three years with effect from the date of assumption of office on or after 31.12.2018, or until further orders, whichever is earlier.

[F. No. 4/5/2018-BO-I]

S. R. MEHAR, Dy. Secy.

नई दिल्ली, 20 सितम्बर, 2018

का. आ. 1726.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, यूनियन बैंक आफ इंडिया के महाप्रबंधक, श्री पी. आर. राजगोपाल (जन्म तिथि 14.7.1967) को दिनांक 1.3.2019 को या इसके पश्चात कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, इलाहाबाद बैंक में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[फा. सं. 4/5/2018-बीओ-I]

एस. आर. मेहर, उप सचिव

New Delhi, the 20th September, 2018

S.O. 1726.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme 1970, the Central Government, hereby appoints Shri P. R. Rajagopal (Date of Birth: 14.7.1967), General Manager, Union Bank of India as Executive Director in Allahabad Bank, for a period of three years with effect from the date of assumption of office on or after 1.3.2019, or until further orders, whichever is earlier.

[F. No. 4/5/2018-BO-I]

S. R. MEHAR, Dy. Secy.

नई दिल्ली, 20 सितम्बर, 2018

का. आ. 1727.—भारत सरकार, वित्त मंत्रालय (वित्तीय सेवाएं विभाग) की दिनांक 19.09.2018 की अधिसूचना के माध्यम से केन्द्रीय सरकार द्वारा इंडियन बैंक के कार्यपालक निदेशक श्री ए. एस. राजीव को दिनांक 1.12.2018 को या इसके पश्चात कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, बैंक आफ महाराष्ट्र में प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी के पद पर नियुक्त किया गया।

राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, यूनियन बैंक आफ इंडिया के महाप्रबंधक, श्री शिनाय विश्वनाथ विट्टल (जन्म तिथि 19.3.1962) को कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, श्री ए. एस. राजीव के स्थान पर इंडियन बैंक में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[फा. सं. 4/5/2018-बीओ-I]

एस. आर. मेहर, उप सचिव

New Delhi, the 20th September, 2018

S.O. 1727.—*Vide* Government of India, Ministry of Finance (Department of Financial Services), notification dated 19.9.2018, Central Government appointed Shri A. S. Rajeev, Executive Director, Indian Bank, as Managing Director and Chief Executive Officer in Bank of Maharashtra, for a period of three years with effect from the date of assumption of office on or after 1.12.2018, or until further orders, whichever is earlier.

In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme 1970, the Central Government, hereby appoints Shri Shenoy Vishwanath Vittal (Date of Birth: 19.3.1962), General Manager, Union Bank of India as Executive Director, Indian Bank, *vice* Shri A. S. Rajeev, for a period of three years with effect from the date of assumption of office, or until further orders, whichever is earlier.

[F. No. 4/5/2018-BO-I]

S. R. MEHAR, Dy. Secy.

नई दिल्ली, 20 सितम्बर, 2018

का. आ. 1728.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, विजया बैंक के महाप्रबंधक, श्री अजय के. खुराना (जन्म तिथि 17.3.1964) को कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, सिंडिकेट बैंक में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[फा. सं. 4/5/2018-बीओ-I]

एस. आर. मेहर, उप सचिव

New Delhi, the 20th September, 2018

S.O. 1728.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme 1970, the Central Government, hereby appoints Shri Ajay K. Khurana (Date of Birth: 17.3.1964), General Manager, Vijaya Bank as Executive Director in Syndicate Bank, for a period of three years with effect from the date of assumption of office, or until further orders, whichever is earlier.

[F. No. 4/5/2018-BO-I]

S. R. MEHAR, Dy. Secy.

नई दिल्ली, 20 सितम्बर, 2018

का. आ. 1729.—भारत सरकार, वित्त मंत्रालय (वित्तीय सेवाएं विभाग) की दिनांक 19.09.2018 की अधिसूचना के माध्यम से केन्द्रीय सरकार द्वारा यूनियन बैंक आफ इंडिया के कार्यपालक निदेशक श्री अतुल कुमार गोयल को दिनांक 2.11.2018 को या इसके पश्चात कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, यूको बैंक में प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी के पद पर नियुक्त किया गया।

राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, बैंक आफ इंडिया के महाप्रबंधक, श्री दिनेश कुमार पूनमचन्द गर्ग (जन्म तिथि 20.9.1961) को कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए तथा अधिवर्षिता की आयु प्राप्त करने की तारीख (अर्थात् 30.9.2021) तक अथवा अगले आदेशों तक, जो भी पहले हो, श्री अतुल कुमार गोयल के स्थान पर यूनियन बैंक आफ इंडिया में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[फा. सं. 4/5/2018-बीओ-I]

एस. आर. मेहर, उप सचिव

New Delhi, the 20th September, 2018

S.O. 1729.—*Vide* Government of India, Ministry of Finance (Department of Financial Services), notification dated 19.9.2018, Central Government appointed Shri Atul Kumar Goel, Executive Director, Union Bank of India, as Managing Director and Chief Executive Officer in UCO Bank, for a period of three years with effect from the date of assumption of office on or after 2.11.2018, or until further orders, whichever is earlier.

In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme 1970, the Central Government hereby appoints Shri Dinesh Kumar Poonamchand Garg (Date of Birth: 20.9.1961), General Manager, Bank of India as Executive Director in Union Bank of India, *vice* Shri Atul Kumar Goel, for a period of three years with effect from the date of assumption of office, or till attaining the age of superannuation (*i.e.*, 30.9.2021), or until further orders, whichever is earliest.

[F. No. 4/5/2018-BO-I]

S. R. MEHAR, Dy. Secy.

नई दिल्ली, 20 सितम्बर, 2018

का. आ. 1730.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, इलाहाबाद बैंक के महाप्रबंधक, श्री शांति लाल जैन (जन्म तिथि 1.1.1965) को कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, बैंक आफ बड़ौदा में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[फा. सं. 4/5/2018-बीओ-I]

एस. आर. मेहर, उप सचिव

New Delhi, the 20th September, 2018

S.O. 1730.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme 1970, the Central Government, hereby appoints Shri Shanti Lal Jain (Date of Birth: 1.1.1965), General Manager, Allahabad Bank, as Executive Director in Bank of Baroda for a period of three years with effect from the date of assumption of office, or until further orders, whichever is earlier.

[F. No. 4/5/2018-BO-I]

S. R. MEHAR, Dy. Secy.

नई दिल्ली, 20 सितम्बर, 2018

का. आ. 1731.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, पंजाब नैशनल बैंक के महाप्रबंधक, श्री मानस रंजन बिस्वाल (जन्म तिथि 1.5.1962) को दिनांक 1.3.2019 को या इसके पश्चात कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, यूनियन बैंक आफ इंडिया में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[फा. सं. 4/5/2018-बीओ-I]

एस. आर. मेहर, उप सचिव

New Delhi, the 20th September, 2018

S.O. 1731.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme 1970, the Central Government, hereby appoints Shri Manas Ranjan Biswal (Date of Birth: 1.5.1962), General Manager, Punjab National Bank, as Executive Director in Union Bank of India, for a period of three years with effect from the date of assumption of office on or after 1.3.2019, or until further orders, whichever is earlier.

[F. No. 4/5/2018-BO-I]

S. R. MEHAR, Dy. Secy.

नई दिल्ली, 20 सितम्बर, 2018

का. आ. 1732.—भारत सरकार, वित्त मंत्रालय (वित्तीय सेवाएं विभाग) की दिनांक 19.09.2018 की अधिसूचना के माध्यम से केन्द्रीय सरकार द्वारा युनाइटेड बैंक आफ इंडिया के कार्यपालक निदेशक श्री अशोक कुमार प्रधान को दिनांक 1.10.2018 को या इसके पश्चात कार्यभार ग्रहण करने की तारीख से तथा अधिवर्षिता की आयु प्राप्त करने की तारीख (अर्थात् 31.5.2020) तक अथवा अगले आदेशों तक, जो भी पहले हो, युनाइटेड बैंक आफ इंडिया में प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी के पद पर नियुक्त किया गया।

राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग

करते हुए, केंद्रीय सरकार, एतद्वारा, केनरा बैंक के महाप्रबंधक, श्री अजित कुमार दास (जन्म तिथि 1.4.1961) को कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अधिवर्षिता की आयु प्राप्त करने की तारीख (अर्थात् 31.3.2021) तक अथवा अगले आदेशों तक, जो भी पहले हो, श्री अशोक कुमार प्रधान के स्थान पर युनाइटेड बैंक आफ इंडिया में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[फा. सं. 4/5/2018-बीओ-I]

एस. आर. मेहर, उप सचिव

New Delhi, the 20th September, 2018

S.O. 1732.—*Vide* Government of India, Ministry of Finance (Department of Financial Services), notification dated 19.9.2018, Central Government appointed Shri Ashok Kumar Pradhan, Executive Director, United Bank of India as Managing Director and Chief Executive Officer in United Bank of India with effect from the date of assumption of office on or after 1.10.2018 and up to the date of his attaining the age of superannuation (*i.e.*, 31.5.2020), or until further orders, whichever is earlier.

In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme 1970, the Central Government, hereby appoints Shri Ajit Kumar Das (Date of Birth: 1.4.1961), General Manager, Canara Bank as Executive Director, United Bank of India, *vice* Shri Ashok Kumar Pradhan, for a period of three years with effect from the date of assumption of office, or till attaining the age of superannuation (*i.e.*, 31.3.2021), or until further orders, whichever is earliest.

[F. No. 4/5/2018-BO-I]

S. R. MEHAR, Dy. Secy.

नई दिल्ली, 20 सितम्बर, 2018

का. आ. 1733.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, युनाइटेड बैंक आफ इंडिया के महाप्रबंधक, श्री संजय कुमार (जन्म तिथि 7.11.1962) को कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, युनाइटेड बैंक आफ इंडिया में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[फा. सं. 4/5/2018-बीओ-I]

एस. आर. मेहर, उप सचिव

New Delhi, the 20th September, 2018

S.O. 1733.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, hereby appoints Shri Sanjay Kumar (Date of Birth: 7.11.1962), General Manager, United Bank of India as Executive Director in United Bank of India, for a period of three years with effect from the date of assumption of office, or until further orders, whichever is earlier.

[F. No. 4/5/2018-BO-I]

S. R. MEHAR, Dy. Secy.

नई दिल्ली, 26 सितम्बर, 2018

का. आ. 1734.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, देना बैंक के महाप्रबंधक, श्री विक्रमादित्य सिंह खीची (जन्म तिथि 24.7.1962) को दिनांक 1.10.2018 को या इसके पश्चात कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, बैंक आफ बड़ौदा में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[फा. सं. 4/5/2018-बीओ-I]

एस. आर. मेहर, उप सचिव

New Delhi, the 26th September, 2018

S.O. 1734.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme 1970, the Central Government, hereby appoints Shri Vikramaditya Singh Khichi (Date of Birth: 24.7.1962), General Manager, Dena Bank as Executive Director in Bank of Baroda, for a period of three years with effect from the date of assumption of office on or after 1.10.2018, or until further orders, whichever is earlier.

[F. No. 4/5/2018-BO-I]

S. R. MEHAR, Dy. Secy.

नई दिल्ली, 1 अक्टूबर, 2018

का. आ. 1735.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैराग्राफ 11 के उप-पैराग्राफ (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह एतद्वारा जनसाधारण की सूचना के लिए है कि केन्द्रीय सरकार, दिनांक 13.8.2018 की प्रभावी तिथि से देना बैंक के निदेशक मंडल में अंशकालिक गैर-कार्यकारी निदेशक के रूप में श्री जी. गोपालकृष्णन द्वारा दिए गए त्याग-पत्र को स्वीकार करती है।

[फा. सं. 6/18/2015-बीओ-I]

ज्ञानोतोष राय, अवर सचिव

New Delhi, the 1st October, 2018

S.O. 1735.—In exercise of the powers conferred by sub-paragraph (2) of paragraph 11 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, it is hereby notified for public information that the Central Government has accepted the resignation tendered by Shri G. Gopalakrishna as part-time non-official Director on the Board of Directors of Dena Bank, with effect from 13.8.2018.

[F. No. 6/18/2015-BO-I]

JNANATOSH ROY, Under Secy.

नई दिल्ली, 11 अक्टूबर, 2018

का. आ. 1736.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खंड 8 के उप-खंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, बैंक आफ बड़ौदा के प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी, श्री पी. एस. जयकुमार (जन्म तिथि 8.4.1962) के कार्यकाल को उनकी नियुक्ति की वर्तमान अधिसूचित तीन वर्ष की अवधि, जो दिनांक 12.10.2018 को समाप्त हो रही है, को एक और वर्ष अर्थात् दिनांक 12.10.2019 तक के लिए अथवा अगले आदेशों तक, जो भी पहले हो, बढ़ाती है।

[फा. सं. 4/2/2015-बीओ-I]

ज्ञानोतोष राय, अवर सचिव

New Delhi, the 11th October, 2018

S.O. 1736.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, hereby extends the term of office of Shri P. S. Jayakumar (date of birth: 8.4.1962) as Managing Director and Chief Executive Officer, Bank of Baroda for a further period of one year beyond his currently notified period of appointment of three years that expires on 12.10.2018, i.e., till 12.10.2019, or until further orders, whichever is earlier.

[F. No. 4/2/2015-BO-I]

JNANATOSH ROY, Under Secy.

पेट्रोलियम एवं प्राकृतिक गैस मंत्रालय

नई दिल्ली, 26 नवम्बर, 2018

का. आ. 1737.—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 मंत्रालय की अधिसूचना सं. का. आ. 1583(अ) तारीख 29/06/2017 जो भारत के राजपत्र सं. 27 तारीख 02/07/2017 से 08/07/2017 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 18 अगस्त, 2017 से 8 सितम्बर, 2017 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 ग्राम	सर्वे नम्बर	क्षेत्रफल		
		हेक्टेयर	एरिया	प्रति वर्गमीटर
मटूर (खण्ड सं. 27)	1/11	0	01	52
	1/12	0	01	54
	3/1	0	04	07
	3/2	0	08	91
	3/5	0	06	98
	3/6	0	03	27
	4/1	0	05	42
	4/2	0	09	31
	7/1	0	10	61
	7/2	0	04	64
	7/7	0	05	20
	7/8	0	04	99
	7/9	0	05	00
	7/11	0	00	46
	9/1	0	04	98
	9/2	0	01	91
	9/6	0	00	57
	9/22	0	02	47
	264/7	0	02	19
	264/8	0	09	26

	265/2	0	13	82
	265/5	0	04	14
	265/6	0	02	00
	265/7	0	02	43
	265/8	0	02	89
	265/9	0	02	69
	265/10	0	04	52
	324/9	0	00	13
	333/13	0	03	67
अंगमाली (खण्ड सं. 12)	88/2	0	02	46
	88/3	0	06	92
	88/4	0	11	36
	89/6	0	00	40
	89/7	0	15	83
	89/8	0	01	49
	90/1	0	03	26
	90/2	0	04	00
	90/3	0	04	89
	90/4	0	07	53
	110/3	0	10	90
	110/4	0	01	45
	110/8	0	00	97
	110/9	0	00	20
	116/1	0	13	35
	116/2	0	09	44
	166/3	0	05	26
	117/1	0	00	80
	117/2	0	00	80
	117/3	0	01	50
	117/4	0	04	00
	118/1	0	03	50
	118/5	0	03	04
	118/6	0	03	25
	207/6	0	00	28
	207/7	0	07	46
	207/8	0	00	35
	207/15	0	04	84
	208/3	0	10	15
	209/1	0	03	75
	209/2	0	08	24

अंगमाली (खण्ड सं. 12)	209/3	0	04	93
	209/4	0	02	00
	209/5	0	01	34
	209/16	0	02	46
	215/9	0	09	37
	215/10	0	06	95
	215/12	0	02	66
	216/1	0	06	84
	216/2	0	05	91
	216/3	0	11	40
	216/8	0	02	96
	216/10	0	06	60
	216/12	0	03	17
	216/13	0	01	00
	21/14	0	03	75
तुरवूर (खण्ड सं. 13)	92/1	0	05	67
	92/5	0	03	33
	92/6	0	03	77
	92/7	0	03	29
	92/8	0	04	70
	93/2	0	11	82
	93/3	0	00	95
	93/9	0	16	33
	93/10	0	17	86
	100/1	0	04	36
	100/3	0	02	61
	100/4	0	01	64
	100/5	0	03	34
	101/1	0	04	39
	101/2	0	04	78
	101/4	0	15	32
	101/5	0	03	59
	101/6	0	10	63
	101/10	0	04	19
	101/11	0	02	98
	101/15	0	04	22
	102/7	0	02	91
	102/8	0	00	20
	102/9	0	00	74
	102/10	0	02	09

तुरवूर (खण्ड सं. 13)	102/11	0	02	48
	102/12	0	05	57
	102/13	0	03	62
	102/14	0	00	30
	102/15	0	02	75
	104/2	0	03	74
	104/6	0	03	69
	104/7	0	01	58
	104/8	0	00	67
	104/9	0	00	20
	109/3	0	03	39
	109/4	0	03	84
पारक्कडु (खण्ड सं. 4)	122/8	0	02	29
	122/13	0	03	08
	122/16	0	01	27
	122/19	0	01	28
	124/2	0	01	08
राज्य : केरल	जिला/ऐरनाकुलम		तालुक : कणयन्नूर	
तिरुवानकुलम (खण्ड सं. 10)	567/3	0	01	20

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

नोवस किन्डो, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GASNew Delhi, the 26th November, 2018

S.O. 1737.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas SO No. 1583 dated 29.06.2017 published in Govt. of India Gazette No. 27 dated 02.07.2017 to 08.07.2017 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 18.08.2017 to 08.09.2017

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	SQMTRS
MATTOOR BLOCK. No. 27	1/11	0	01	52
	1/12	0	01	54
	3/1	0	04	07
	3/2	0	08	91
	3/5	0	06	98
	3/6	0	03	27
	4/1	0	05	42
	4/2	0	09	31
	7/1	0	10	61
	7/2	0	04	64
	7/7	0	05	20
	7/8	0	04	99
	7/9	0	05	00
	7/11	0	00	46
	9/1	0	04	98
	9/2	0	01	91
	9/6	0	00	57
	9/22	0	02	47
	264/7	0	02	19
	264/8	0	09	26
	265/2	0	13	82
	265/5	0	04	14
	265/6	0	02	00
	265/7	0	02	43
	265/8	0	02	89
	265/9	0	02	69
	265/10	0	04	52
	324/9	0	00	13
	333/13	0	03	67
ANGAMALI BLOCK No. 12	88/2	0	02	46
	88/3	0	06	92
	88/4	0	11	36
	89/6	0	00	40
	89/7	0	15	83
	89/8	0	01	49
	90/1	0	03	26
	90/2	0	04	00
	90/3	0	04	89
	90/4	0	07	53
	110/3	0	10	90
	110/4	0	01	45
	110/8	0	00	97
	110/9	0	00	20
	116/1	0	13	35
	116/2	0	09	44
	166/3	0	05	26
	117/1	0	00	80

ANGAMALI BLOCK No. 12	117/2	0	00	80
	117/3	0	01	50
	117/4	0	04	00
	118/1	0	03	50
	118/5	0	03	04
	118/6	0	03	25
	207/6	0	00	28
	207/7	0	07	46
	207/8	0	00	35
	207/15	0	04	84
	208/3	0	10	15
	209/1	0	03	75
	209/2	0	08	24
	209/3	0	04	93
	209/4	0	02	00
	209/5	0	01	34
	209/16	0	02	46
	215/9	0	09	37
	215/10	0	06	95
	215/12	0	02	66
	216/1	0	06	84
	216/2	0	05	91
	216/3	0	11	40
	216/8	0	02	96
	216/10	0	06	60
	216/12	0	03	17
	216/13	0	01	00
	216/14	0	03	75
THURAVOOR BLOCK No. 13	92/1	0	05	67
	92/5	0	03	33
	92/6	0	03	77
	92/7	0	03	29
	92/8	0	04	70
	93/2	0	11	82
	93/3	0	00	95
	93/9	0	16	33
	93/10	0	17	86
	100/1	0	04	36
	100/3	0	02	61
	100/4	0	01	64
	100/5	0	03	34
	101/1	0	04	39
	101/2	0	04	78
	101/4	0	15	32
	101/5	0	03	59
	101/6	0	10	63
	101/10	0	04	19
	101/11	0	02	98
	101/15	0	04	22
	102/7	0	02	91
	102/8	0	00	20

THURAVOOR BLOCK No. 13	102/9	0	00	74
	102/10	0	02	09
	102/11	0	02	48
	102/12	0	05	57
	102/13	0	03	62
	102/14	0	00	30
	102/15	0	02	75
	104/2	0	03	74
	104/6	0	03	69
	104/7	0	01	58
	104/8	0	00	67
	104/9	0	00	20
	109/3	0	03	39
	109/4	0	03	84
PARAKKADAVU BLOCK No. 4	122/8	0	02	29
	122/13	0	03	08
	122/16	0	01	27
	122/19	0	01	28
	124/2	0	01	08
STATE : KERALA	DISTRICT: ERNAKULAM		TALUK : KANAYANNUR	
THIRUVANKULAM BLOCK No. 10	567/3	0	01	20

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

NOAS KINDO, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 27 नवम्बर, 2018

का.आ. 1738.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, एम/एस प्रूडेंशियल आईसीआईसीआई एसेट मैनेजमेंट कंपनी लिमिटेड प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1 दिल्ली के पंचाट (संदर्भ संख्या 39/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27.11.2018 को प्राप्त हुआ था।

[सं. एल-12012/150/2008-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 27th November, 2018

S.O. 1738.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 39/2009) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Delhi as shown in the Annexure, in the industrial dispute between the management of M/s The Prudential ICICI Asset Management Company Ltd. and their workman, which was received by the Central Government on 27.11.2018.

[No. L-12012/150/2008-IR(B-1)]

B. S. BISHT, Section Officer

ANNEXURE**IN THE COURT OF SHRI AVTAR CHAND DOGRA : PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No.1, DWARKA COURTS COMPLEX : NEW DELHI****ID No. 39/2009**

Shri Dharamvir Singh S/o Shri Ramrashi Singh
R/o. 196, Savitri Nagar,
New Delhi 110017.

... Workman/Claimant

Versus

M/s The Prudential ICICI Asset Management Company Ltd.,
23, Barakhamba Road, Narayan Road,
12th Floor, New Delhi 110001.

... Management

AWARD

This award shall dispose of a reference which was received from Ministry of Labour & Employment vide letter No.L-12012/150/2008-IR(B-1) dated 8-12-2008 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (in short the Act) for adjudication of an industrial dispute, terms of which are as under:-

“Whether the contract between the management of Prudential ICICI Asset Management Company Ltd., New Delhi and the contractor M/s ServiceMax Pvt. Ltd. with regard to the employment of Shri Dharamvir Singh S/o. Shri Rashi Singh, is sham and bogus? If yes, whether the action of the principal employer i.e. M/s. Prudential ICICI Asset Management Pvt. Ltd. is terminating service of the above workman w.e.f. 4-12-2003 is just, fair and legal ? If not, to what relief is he entitled ?”

2. Both the parties were put to notice. Shri Dharamvir Singh, claimant has filed statement of claim with the averment that he was appointed by the management on 1/6/1997 as Housekeeping boy cum office boy cum Field Worker at its Barakhamba Road office and since then he kept on discharging his duties with devotion and honesty and never afforded any opportunity of complaint whatsoever to the Management. He was engaged for a post of regular nature. Neither any appointment letter, nor any salary slip or fund slip was issued to him by the Management. However, when he demanded increment of his salary and regularization of his services, the Management fraudulently put his services under a contractor without intimating him, w.e.f. 30/11/2004. An agreement dated 30/11/2004 was entered into between the Management and the contractor M/s. Service Max Facilities Management Pvt. Ltd. which was in conspiracy and in violation of the provisions of the Act. Ultimately, services of the workman were terminated by the Management on 4/12/2005 without any notice or written order. Then he approached the Conciliation Officer but to no avail. It is pleaded that services of the workman have been termination without any notice or payment of compensation in lieu of notice pay and same is illegal. Prayer has been made for reinstatement of the workman with full back wages and consequential benefits.

3. The claim was contested by the management who filed written statement and took preliminary objections that the claimant was not engaged by the Management at any point of time and as such there existed no employer-employee relationship between the Management and the claimant and hence, he is not the workman. It is alleged that the Management had entered into agreement dated 30/11/2004 with M/s Service Max Facilities Ltd., the contractor and pursuant thereto, the contractor deputed around 100 persons including the claimant for housekeeping and allied jobs and is still continuing. The claimant was paid salary by M/s Service Max Facility Pvt. Ltd., and his contribution towards PF, ESI was also made by the said contractor. However, the claimant was involved in various nefarious activities including forgery, fraud and manipulation of the documents which caused wrongful loss to the Management and hence, the Management informed & requested the contractor to withdraw him from his deployment with the company and thereafter his services were withdrawn by the contractor w.e.f. 4/12/2005. Entire dues of the claimant after his withdrawal were cleared by M/s. Service Max Facility Management Pvt. Ltd. and balance salary of Rs.1101/- was accepted by the claimant from the said contractor in the presence of Assistant Labour Commissioner on 17/3/2006. It has been denied that the agreement dated 30-11-2004 between the Management and contractor is bogus or was entered to harass the workman. It has also been stated that the claimant is gainfully employed. Prayer has been made for dismissal of the claim petition.

4. It is a matter of record that the Management had filed an application for impleading the contractor M/s. Service Max Facility Pvt. Ltd. being a necessary party. However, in view of the pleadings of the claimant and the reference sent by the appropriate Govt., my learned Predecessor vide order dated 16/11/2009 had declined the said application and while observing that no other issue except in terms of reference, arises, parties were called to lead their respective evidence.

5. In support of his case, the claimant examined himself as WW1 and tendered his evidence by way of affidavit Ex.WW1/A and relied on the documents Ex.WW1/1 to Ex.WW1/4. On the other hand, the Management examined one Shri Ashish Tiwari, Manager (Admn.) as MW1 who also tendered his evidence by way of affidavit Ex.MW1/A and relied on the documents Ex.MW1/1 and Ex.MW1/2. Management also examined one Shri Lal Singh, Personnel Officer of M/s Service Max Facility Management Pvt. Ltd. who also tendered his evidence by way of affidavit Ex.MW2/A.

6. The agreement entered into between the Management M/s ICICI Prudential Asset Management Co. Ltd. and M/s. Service Max Facility Management Company Ltd. has been filed on record as Ex.MW1/2. Crucial question arises for consideration is whether the contract Ex.MW1/2 is sham and bogus and whether the action of the Management in terminating the service of the claimant w.e.f. 4/12/2005 is unjust and illegal, as alleged by the claimant. I may mention that the contract Ex.MW1/2 was executed on 30/11/2004 by the Management in favour of M/s. Service Max Facility Management Pvt. Ltd. for providing housekeeping and cleaning the office premises of the Management vis-à-vis daily disposal of garbage, removal of waste papers, vaccum cleaning of carpeted areas, curtains/blinds etc. etc. and it was a fixed contract for one year commencing from 1/12/2004 upto 30/11/2005.

8. Although there is nothing on the face of the document/contract Ex.MW1/2 to suggest that the said contract is sham and bogus, however, it will be worthwhile to refer to the oral as well as documentary adduced on record by the parties to ascertain the truth. The affidavit Ex.WW1/A filed by the claimant is in line with the averments made in the claim petition. According to the claimant, he was appointed by the Management M/s. ICICI Prudential Asset Management Co.Ltd. without issuing any appointment letter or any other sort of document as on 1/6/1997. He has just filed on record documents Ex.WW1/1 to Ex.WW1/4 viz. four vouchers (meant for expenses) for payment of Rs.6500/- each made by the Management company towards housekeeping expenses incurred in May, 2004, June, 2004, July, 2004 and August, 2004 wherein name of the claimant Dharamvir has been written. He has been cross examined at length and denied the suggestion of the Management that he was engaged by M/s Service Max Facility Management Company Ltd. or that there was no relationship of employer-employee between the Management M/s Prudential ICICI and himself. However, he admitted in his cross examination (recorded on 17/1/2013) that he is gainfully employed and working with M/s. Sucheta Enterprises where he has been working for the last about five years

9. MW1 Ashish Tiwari has supported the case of the Management and according to his version, the contract between the Management & the contractor M/s Service Max is a duly & properly executed agreement and further that the claimant amongst other persons was deployed by the contractor with the Management only pursuant to the agreement dated 30/11/2014 and that there was no direct link between the Management and the claimant herein.

10. MW2 Lal Singh has also supported the case of the Management and deposed that the company M/s Service Max Facility Management Pvt. Ltd., had entered into contract/agreement dated 30-11-2004 with M/s. Prudential ICICI Asset Management Company Ltd. for housekeeping and allied jobs and pursuant to the said contract, the company had deputed 100 persons at various Branch Offices location of the Management company and that claimant was one of the person deployed by M/s Service Max Facility. He specifically deposed that the claimant Dharamveer Singh was employee of M/s. Service Max and was paid salary by it, besides his contributions towards PF, ESI were also made by M/s. Service Max. He deposed that services of the claimant were never terminated by M/s Service Max but left the service of M/s Service Max from 4/12/2005. In cross examination he clarified that the claimant was issued a warning letter for the misconduct as mentioned in para 8 of his affidavit. He also clarified that in the presence of Assistant Labour Commissioner, the claimant Dharamveer Singh on 17/3/2006 also accepted the balance salary of Rs.1101/- from his employer M/s. Service Max Facility Management Pvt. Ltd.

8. It is well settled that a person/witness may tell a lie but not the documents and further that, documentary evidence is more credible than the oral evidence. Same appears to be the case of the claimant herein.

9. As mentioned above, the claimant has not filed on record any cogent & credible documents, excepting the four vouchers of expenses (Ex.WW1/1 to Ex.WW1/4) to substantiate his claim that he was engaged or appointed by the Management in the year 1997 and that he worked with the Management M/s Prudential ICICI Asset Management Co. prior to his alleged termination w.e.f. 4/12/2005. It is pertinent to mention here that the vouchers Ex.WW1/1 to WW1/4 depicts payment by the Management towards housekeeping expenses and not the payment towards wages etc. The claimant tried to deny suggestion that on the documents Ex.WW1/M-2 to M-5 which are extracts of Register of Payment of Wages maintained by M/s Service Max Facility wherein details of wages and deductions towards ESIs etc. for the months from January, 2005 to November, 2005 have been shown, there appears his signatures. The claimant has, however, admitted that his wages for December, 2015 were paid to him by M/s Service Max through voucher before the Conciliation Officer. The copy of the order/proceeding dated 17/3/2006 of the Conciliation Officer in this respect is available on the record and same is now marked as C-1 which shows that the claimant had accepted Rs.1101/- towards arrears of his salary/wages for five days of December, 2005. On the face of this document Mark C-1, it does not appear to logic that the claimant was not employee of M/s Service Max rather of M/s Prudential ICICI Asset Management, as alleged by him, inasmuch as no explanation has come forward as to why he accepted the final payment from M/s Service Max before the Conciliation Officer. This clearly belies the stand of the claimant that he was not the employee of M/s Service Max or that he was employee of the Management M/s Prudential ICICI. Furthermore, the claimant WW1 has admitted in his cross examination that ESI card, photocopy of which is Ex.WW1/M-6, entire particulars of himself and his family are mentioned. He also admitted that his signatures appears at point-A on **nomination & declaration form Ex.WW1/7**. This document Ex.WW1/7 is the declaration of the workman/claimant under the Employees Provident Fund & same is certified by his employer M/s Service Max Facility Management Pvt.Ltd.. In the face of document Ex.WW1/7 (which is dated 1/1/2005) coupled with the admission of the claimant that his wages for December, 2015 were paid to him by M/s Service Max through voucher before the Conciliation Officer, it stands proved that during the year 2005 M/s Service Max Facility Management Pvt.Ltd. was the appointing authority of the claimant herein and the said company was the pay master. Once the claimant was the employee of M/s Service Max Facility Management Pvt.Ltd. from Jan., 2005 till December, 2005, the plea of the claimant that he was engaged by M/s. Prudential ICICI or that his services were illegally terminated by M/s Prudential ICICI is not sustainable in the eyes of law, rather it supports the case of the Management that the claimant was never engaged by it.

10. There is another aspect of the matter. Document Ex.WW1/M-1 is the prescribed application form, duly filled in by the claimant Dharambir Singh s/o. Ram Rashi, submitted to M/s. Service Max. This form is also dated 1/1/2005 and bears the signatures of the claimant. The column “work experience” has been left “blank”, which impliedly shows that earlier the claimant had not worked anywhere. Had the claimant worked with M/s ICICI Ltd. since the year 1997 till prior to submission of the declaration form, he as an ordinary prudent person, must have mentioned his previous/past experience in the said document Ex.WW1/M-1 submitted to M/s Service Max Facility, particularly when in the “reference/witness” column, he has given the name of his brother Dharampal (clerk, in ICICI Bank, NBCC Building).

11. Having regard to the aforesaid discussion, this Tribunal has no hesitation to hold that the claimant has failed to prove that the contract Ex.MW1/2 between the Management and the contractor M/s Service Max Facility Management Pvt. Ltd., was really a camouflage or sham one. The claimant has also failed to prove that there existed any relationship of employee-employer between him and the Management. Necessary corollary thereof is that no role in terminating the services of the claimant can be attributed to the Management herein. In the scenario of the present case, this Tribunal is constrained to dismiss the claim petition of the workman. This award is accordingly passed. Let a copy of the award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Date: 3.10.2018

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 27 नवम्बर, 2018

का.आ. 1739.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, के प्रबंधतंत्र मेसर्स कतर एअरवेज के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 102/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.11.2018 को प्राप्त हुआ था।

[सं. एल-20013/02/2018-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 27th November, 2018

S.O. 1739.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi (Ref. No. 102/2017) as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Qatar Airways, and their workmen, which was received by the Central Government on 26.11.2018.

[No. L-20013/02/2018-IR(CM-1)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT No.1: ROOM No. 511, DWARKA COURT COMPLEX, SECTOR 10, DWARKA, DELHI – 110 075

ID No.102/2017

Shri Ajeet Singh s/o late Shri Dinesh Tyagi,
R/o House No.102, Noble Enclave,
Behind Rotary Public School, Sector 22,
Gurugram, Haryana

...Workman

Versus

M/s. Qatar Airways,
11A/12B,
Import Wing III, Cargo Terminal,
IGI Airport,
New Delhi – 110 037

...Management

AWARD

Present dispute has been raised by Shri Ajeet Tyagi (in short the workman) under the provisions of sub-section (2) of section 2-A of the Industrial Disputes Act, 1947 (in short the Act). A period of 45 days stood expired from the date of making his application before the Conciliation Officer. Sub-section (2) of section 2-A of the Act empowers him to file a dispute before this Tribunal, without being referred by the appropriate Government. His contention stands substantiated by the provisions of sub-section (2) of section 2-A of the Act. Workman has been given a right by the Act to approach this Tribunal in case of discharge, dismissal, retrenchment or otherwise termination of her service, without a dispute being referred by the appropriate Government under sub-section (1) of section 10 of the Act. Since dispute was within the period of limitation, as enacted by sub section (3), and answered requirements of sub-section (2) of section 2-A of the Act, it was registered as an industrial dispute, even without being referred for adjudication by the appropriate Government, under section 10(1) (d) of the Act.

2. It has been averred in the statement of claim that the workman was working with Qatar Airways (hereinafter referred to as the management) as Cargo Administration Co-ordinator and was later on re-designated as Cargo Sales & Service Executive and his last drawn wages was Rs.68,400.00. However, the workman was not having any executive power or did he have power to take policy decision. On 13.06.2016 a false and frivolous show cause notice was served on the claimant and later on a departmental enquiry was conducted against him. Instead of conducting a fair and proper enquiry, the workman was being forced to submit his resignation. Thereafter, the company directed the claimant to submit his belongings, which he did except his laptop. The management placed him under suspension with effect from 21.06.2016. Another show cause notice was issued on 23.06.2016 with a view to improvise the charges in the first show cause notice. The enquiry proceedings were not conducted independently and the workman was forced to sign the proceedings. Finally, the workman was terminated vide letter dated 06.01.2017, alongwith with enquiry report dated 16.12.2016 was annexed. Demand notice was also sent to the management on 24.01.2017 to which the management did not respond. Finally, it has been prayed that the management be directed to reinstate the claimant with all consequential benefits.

3. Written statement was filed on behalf of the claimant. The management denied in extensor and in extremity each and every allegation/avermnt/contention/claim/ demand made by the workman as being absolutely false, baseless, misconceived, untenable incorrect and being made on surmises and conjectures. Shri Ajeet Singh is not a 'workman' as per the definition under section 2(s) of the Act. Termination of the workman is neither illegal nor detrimental to the established provisions of law as his employment is subject to performance. The management has denied the remaining material averments contained in the statement of claim. Finally, it has been prayed that the claim may be dismissed due to its frivolous and vague nature.

4. Rejoinder was filed on behalf of the claimant, wherein the averments contained in the statement of claim were reiterated and the averments contained in the statement of defence were denied.

5. Based on the pleadings of the parties, following issues were framed:

- (i) Whether the enquiry conducted by the management is just, fair and legal?
- (ii) Whether termination of the claimant is against the principles of natural justice, as alleged?
- (iii) Whether the claimant does not fall within the definition of 'workman' as defined under Section 2(s) of the ID Act?
- (iv) Whether the claimant is entitled for reinstatement, with back wages as alleged?

6. In the meanwhile, an application was moved by the management for filing of amended written statement and also for treating issue No.(i) and (iii) as preliminary issue. An application was also moved by the claimant under Section 36 (3 & 4) read with Section 36(2) of the Act and the case was listed for reply and consideration on the applications and the case was listed for 12.10.2018.

7. On 03.10.2018, a joint application under Section 151 CPC and Section 12(3) of the Act was moved on behalf of the management and the claimant for early hearing as the matter has been amicably settled between themselves vide Memorandum of settlement Ex.C-1, which is duly signed by both the parties. Statement of both the parties, i.e. Shri Ajeet Tyagi and Shri Balagopal Balachandran, Cargo Manager, North India, Qatar Airways recorded separately. Copy of receipt signed by the workman and witnesses by the A/R for the claimant Shri Mohan Nair is Ex.C-2 and cheque No.670666 dated 24.08.2018 for Rs.3,55,548.00 is Ex.C-3. In view of the memorandum of settlement Ex.C-1, there remains no grievance between the parties. The claim now stands settled amicably vide settlement agreement Ex.C-1, receipt Ex.C-2 and cheque Ex.C-3, which shall form integral part of this Award. An award is, accordingly, passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : 15.10.2018

A.C. DOGRA, Presiding Officer

नई दिल्ली, 27 नवम्बर, 2018

का.आ. 1740.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, के प्रबंधतंत्र मेसर्स गल्फ एअर के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 143/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.11.2018 को प्राप्त हुआ था।

[सं. एल-11012/01/2018-आईआर (सीएम-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 27th November, 2018

S.O. 1740.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi (Ref. No. 143/2018) as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Gulf Air, and their workmen, which was received by the Central Government on 26.11.2018.

[No. L-11012/01/2018- IR(CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No.1: ROOM No.511, DWARKA COURT COMPLEX, SECTOR 10, DWARKA, DELHI – 110 075

ID No. 143/2018

Gulf Air Employee Association,
22/63, West Patel Nagar,
New Delhi 110 008

...Workman

Versus

(i) M/s. Gulf Air,
Room No.711, Ansal Bhawan,
16, K.G. Marg,
New Delhi – 110 001

(ii) The Country Manager,
M/s. Gulf Air, Maker Chambers,
5, Ground Floor,
Nariman Point,
Mumbai 400 021

...Management

AWARD

A reference was received from Central Government under Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act), by this Tribunal, vide letter No.L-11012/01/2018-IR(CM-I) dated 26.03.2018, for adjudication of an industrial dispute, terms of which are as under:

“Whether the demand of Gulf Air Employee’s Association, New Delhi against the management of M/s. Gulf Air relating to increase in salary, HRA, Conveyance Allowance, Meal Allowance, Loan Facility Bonus, Medical Allowance, LTA and Educational Allowance are fair, proper and justified? If yes, what relief they are entitled to and from which date?”

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

3. Further, on receipt of the above reference, notice was also sent to the workman union as well as the management. Neither the postal article, referred above, was received back undelivered nor was it observed by the Tribunal that postal services remained affected during the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the workman union. Despite service of the notice, the workman union opted to abstain from the proceedings. No claim statement was filed on their behalf. Thus, it is clear that the workman union is not interested in adjudication of the reference on merits.

4. Since the workman union has neither put in their appearance nor have they led any evidence so as to prove their cause against the management, as such, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. However, it will not debar the claimant union from seeking relief afresh as there is no adjudication of the reference on

merits. An award is, accordingly, passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : October 31, 2018

A.C. DOGRA, Presiding Officer

नई दिल्ली, 29 नवम्बर, 2018

का.आ.1741.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, हांगकांग और शंघाई बैंकिंग निगम लिमिटेड के प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, दिल्ली के पंचाट (संदर्भ संख्या 1/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29.11.2018 को प्राप्त हुआ था।

[सं. एल-212012/117/2006—आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 29th November, 2018

S.O. 1741.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1/2007) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Delhi as shown in the Annexure, in the industrial dispute between the management of The Hong Kong and Shanghai Banking Corporation Ltd., and their workmen, which was received by the Central Government on 29.11.2018.

[No. L-12012/117/2006—IR(B-1)]

B. S. BISHT, Section Officer

ANNEXURE

BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No.2, DWARKA COURTS COMPLEX : NEW DELHI.

ID No. 1/2007

Shri Geeta Rajagopalan
45, Surya Kiran Apartments, Near Krishi Apartments.
Bodella, Vikas Puri, New Delhi.

... Workman/Claimant

Versus

The Hong Kong And Shanghai Banking Corporation Ltd.
52/60, M., P.O Box No. 128 Mumbai 400001.
Mumbai.

... Management/Respondent

AWARD

In the present case, matter was referred to Central Government Industrial Tribunal-cum-Labour Court No.2, New Delhi vide letter No.L-12012/117/2006-IR(B-I) dated 09.01.2007 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:

“Whether the resignation from service tendered w.e.f. 30.04.2003 by Ms. Gita Rajagopalan Ex-Confidential Secretary is voluntarily or under the coercion of management of HSBC ? If it is under coercion , to what relief the workman is entitled to and from which date?”

2. Both parties were put to notice and the claimant., Ms Geeta Rajagopalan filed statement of claim. It is clear from the statement of claim that claimant has challenged the so called resignation dated 31.01.2003 as alleged to be illegal.

3. Management resisted the claim of the Workman, by filing counter reply to the claim statement.

4. The Claimant in support of her case examined herself as W.W.1 and tendered her affidavit Ex.WW1/A alongwith documents.

5. On the other hand, the Management in support of its defence examined their witnesses.

6. However, the matter has been amicably settled between the parties.

7. The claimant Ms.Geeta Rajagopalan vide separate statement made before this Tribunal on 05.10.2018 stated that she has settled the matter in terms of MOS dated 05.10.2018, which is duly signed by her with the management in full & final settlement of claims, by accepting an amount of Rs.24,00,000 /- (Rs. Twenty four Lakhs) by way of demand draft bearing No. 497573 dated 03.10.2018 drawn on Hong Kong And Shanghai Banking Corporation Ltd.

8. Similarly, statement of Shri Arun Prasad Keshri, Vice President was also recorded who has accepted the statement of the claimant and stated that matter has been finally settled between the parties. Since the claimant has accepted a sum of Rs. Rs.24,00,000/- (Rs. Twenty four Lakhs) by way of demand draft bearing No. 497573 dated 03.10.2018 drawn on Hong Kong And Sanghai Banking Corporation Ltd. as full and final settlement of all her claims, as such, it is held that the claim/dispute of the workman/claimant stands finally settled. Statement of the parties shall form integral part of this Award. Award is passed accordingly.

Dated: 5 October, 2018

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 30 नवम्बर, 2018

का.आ.1742.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, मेसर्स ओरिएण्टल इश्योरेंस कंपनी लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय नं. 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 06/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22.11.2018 को प्राप्त हुआ था।

[सं. जेड-16025/4/2018-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 30th November, 2018

S.O. 1742.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 06/2011) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Oriental Insurance Company Limited and their workman, which was received by the Central Government on 22.11.2018.

[No. Z-16025/4/2018- IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CHANDIGARH

ID No. 6/2011

Jagdev Singh s/o. Shri Sohan Singh,
R/o. Bhaini Arora,
PO Pakhowal, Distt Ludhiana.

... Workman/Claimant

Versus

1. The Oriental Insurance Company Ltd
Surindra Building, SCO 109-111, Sector 17-D,
Chandigarh
2. The Branch Manager,
The Oriental Insurance Company Ltd
Branch Office-III, SCO 40, Feroze Gandhi Market,
Ludhiana 141001.
3. The Oriental Insurance Company Ltd
Regd. Office, Oriental House, Post Bx No7037,
A-25-27 Asaf Ali Road, Delhi.
Through its Chairman cum Management Director
2. Chief Manager (Manager Canteen),
SBI, Sector 17, Office Admn. Department,
Zonal Office, Punjab, SBI,
Sector 17, Chandigarh.

... Management/Respondents

AWARD

This Award shall decide a reference which was made to this Tribunal by the appropriate Government under clause (d) of sub-section 1 & 2-A of Section 10 of the Industrial Disputes Act (hereinafter referred to as "the Act") for adjudication of an industrial dispute, terms of which are as under:-

‘Whether the action taken by the Assistant Manager (Disciplinary Authority, Oriental Insurance Company Chandigarh of removal from service of workman Shri Jagdev s/o. Shri Sohan Singh, ex-sub staff w.e.f. 30/6/2008 is just, fair and legal ? To what relief the workman is entitled to and from which date ?’

2. Both parties were put to notice and the claimant Jagdev Singh filed his statement of claim with the averments that he was appointed as sub-staff (class IV employee) by the Management w.e.f. 18/11/1985 and he performed manual duties. His last drawn salary was Rs.10,000/- per month. He was issued a charge sheet by the Management vide letter dated 15/12/2006 about absence from duty, to which he gave his reply dated 2/1/2007. Thereafter a departmental enquiry was conducted by Shri A.K. Aggarwal, Assistant Manager DO-II, Ludhiana and on the basis of enquiry report, the Regional Manager of the company passed order dated 30/6/2008 about his removal from service. It is pleaded that the order is wrong and illegal inasmuch as the claimant was not absent from duty rather he could not perform duty due to prolonged illness. Due to his serious illness, he could not effectively participate in the enquiry proceedings and the Enquiry Officer wrongly proceeded ex parte against him. It is alleged that the disciplinary authority without considering his helplessness due to his prolonged serious illness agreed with the report of the Enquiry Officer and passed the termination order without application of mind. It is also alleged that he was not granted personal hearing by the Disciplinary Authority. Even otherwise, charge of absence from duty is not such a grave charge for which extreme punishment of removal from service was given to the workman. Prayer has been made for reinstatement with continuity of service and full back wages.

3. The claim was contested by the Management who filed written reply & took preliminary objections inter alia that the workman/claimant has been a habitual absentee from duty and two warnings were issued to him in the year 1987 and 1988 and he again repeated his misconduct of unauthorized absence from duty for 212 days. A proper departmental enquiry was held and proper opportunity was granted to the claimant/workman to defend himself but he failed to convince the Management regarding his habitual absenteeism to perform duty. Disciplinary proceedings were initiated against the workman in right order. On the basis of enquiry report, the workman was removed from service vide order dated 30/6/2008. Prayer has been made for dismissal of the claim petition.

4. Perusal of the record shows that although no specific issues have been framed in this case by my learned Predecessor, however vide detailed order dated 28/5/2014 passed by my learned Predecessor it has been held that the inquiry has been conducted fairly and properly, following the principle of natural justice. Parties were directed to lead their respective evidence. The workman/claimant examined himself as WW1 and tendered his affidavit Ex.W-1 whereby he reiterated his own case as set up in the claim petition. He deposed that only charge against him was absence from duty and he has not committed any act of moral turpitude and thus the imposition of penalty of dismissal from service was not warranted and same is extreme & excessive. He also deposed that his absence from duty was not willful & intentional but due to his prolonged illness beyond his control. He further deposed that the Competent Authority did not grant him personal hearing and hence principles of natural justice were violated. In cross examination, he admitted that he was given two warning letters in 1987 and 1988 for being absent from duty but volunteered that he was ill during that period.

5. On the contrary, Management examined Shri R.K. Dhupper, Regional Manager as MW1 and he tendered his evidence by way of affidavit M-1. He categorically deposed that the employee has been a habitual absentee and he remained absent from duty for 212 days. The workman had abandoned his post as he continuously remained absent for 96 days without any intimation or information to the concerned office. Departmental enquiry and disciplinary proceedings were initiated against the workman/official after assigning reasonable opportunities to defend himself but he failed to convince the Management regarding his habitual absenteeism. In cross examination this witness clarified that the only charge against the workman was absence from duty. He could not say if the workman was suffering from anxiety and depression. He denied the suggestion that the punishment awarded to the workman was excessive.

6. It is evident from the pleadings and evidence adduced on record by the parties that the claimant was proceeded ex parte during the enquiry proceedings conducted against him. The case of the claimant is that he could not perform his duties due to his prolonged illness, whereas case of the Management is that the claimant has been a habitual absentee and he remained absent from duty for 212 days and that is why disciplinary action was taken against him. It is pertinent to mention here that as per the suggestion given to the witness of the Management, the claimant was suffering from anxiety and depression. However, the claimant has not filed on record any medical papers to show that he was suffering from anxiety & depression and/or that his illness was such a grave that he remained absent from duty for 212 days.

7. It is fairly settled that in case the Disciplinary Authority contemplates to impose penalty upon the charged official on the basis of enquiry report, personal hearing is also required to be afforded to the charged official before imposing penalty/punishment qua his misconduct. The version of the claimant that he was not afforded any hearing by the Disciplinary Authority has gone unchallenged. No doubt the impugned order dated 30/6/2008 recites that a copy of the enquiry report was forwarded to the claimant/workman vide letter dated 7/4/2008 for making representation if any against the findings of the enquiry report. However, the impugned order does not reflect that before passing the impugned order, the Disciplinary Authority had afforded opportunity of personal hearing to the workman. Even MW1 Shri R.K. Dhupper, Regional Manager did not contradict the version of the claimant in this respect, nor any other

evidence has been adduced by the side of the Management to show that opportunity of hearing was afforded to the claimant before passing the impugned order. As such, the impugned order can not be hold good in the eyes of law. Even otherwise, the claimant has submitted that the quantum of punishment awarded to him is highly excessive.

8. It is pertinent to mention here that there were no serious allegations against the workman, like embezzlement or misappropriation or insubordination or any grave misconduct involving moral turpitude. Rather, there was charge of unauthorized absence from duty for about 7 months against the sub-staff (class IV employee) of the Management. To my mind, the quantum of punishment awarded to the workman/claimant by the Management in respect of his misconduct viz. removal from service, is disproportionate. Needless to mention here that Section 11-A of the Act empowers this Tribunal to interfere with the quantum of punishment. Reference in this respect may be made to the decisions of Hon'ble Apex Court in the case of **Pepsu Road Transport Corporation Versus Rawel Singh, 2008 AIR (SCW) 2099**; of Punjab & Haryana High Court in the case/s of **Punjab National Bank Vs. The Presiding Officer, CGIT & another 2012 (2) SLR 631**; **Harnek Singh Versus State of Haryana & others 2010(3) SLR 276** and **Joginder Lal Versus The Presiding Officer, Labour Court, Ambala & another 1996() SCT 436**.

9. The facts and circumstances of the case of **Joginder Lal (supra)** are almost akin to the instant case, inasmuch as in that case the workman had absented from duty for about six months without any plausible explanation and in the inquiry proceedings initiated against him, he did not join even after publication of a notice in the newspaper and in the ex parte proceedings, the Enquiry Officer had held the workman guilty of the charge leveled against him and the Disciplinary Authority vide notice issued to the workman had called upon to him to show cause against the proposed penalty and even then the workman did not appear before the Competent Authority resulting in passing of the order of termination from service. Since there was no allegation against the said workman of previous misconduct, the Hon'ble High Court held that the imposition of penalty of dismissal from service was not warranted and the same was substituted with penalty of stoppage of two increments with cumulative effect.

10. In the case of **Pepsu Road Transport Corporation (supra)** wherein also the workman absented from duty without sanction of leave & did not participate in the enquiry proceedings, the Labour Court passed an award for reinstating the workman with back wages, holding that the dismissal of workman was grossly disproportionate & excessively high and Hon'ble High Court confirmed the same, the Apex Court while not disturbing the award so far as reinstatement of the workman was concerned, set aside the Award relating to payment of back wages to the workman and it was held that though the workman will be entitled to consequential benefits but he will not be entitled to back wages for the period for which he has not worked.

11. Having regard to the law enunciated in the aforesaid rulings as well as the facts of the instant case, this Tribunal is of the considered view that the quantum of punishment awarded to the workman/claimant by the Management viz. removal from service in respect of his misconduct, is disproportionate & excessively high and same is liable to be substituted. To my mind, the ends of justice would be met if the workman is ordered to be reinstated into service, however, without any back wages for the period during which he has not worked but the claimant/workman will be entitled for future benefits. Award is passed accordingly.

Date : 1.11.2018

A.C. DOGRA, Presiding Officer-Cum-Link Officer

नई दिल्ली, 30 नवम्बर, 2018

का.आ.1743.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, मेसर्स ओ.एन.जी.सी. लिमिटेड एवं अन्य के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय अहमदाबाद के पंचाट (संदर्भ सं. 541/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20.11.2018 को प्राप्त हुआ था।

[सं. एल-30011/92/2002-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 30th November, 2018

S.O. 1743.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 541/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. O.N.G.C. Limited and their workman, which was received by the Central Government on 20.11.2018.

[No. L-30011/92/2002- 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 25th October, 2018**Reference (CGITA) No. 541/2004**

1. The Group General Manager (P),
ONGC Ltd.,
Mehsana Project, Palavasana,
Mehsana (Gujarat) – 384002
2. M/s. Multipurpose Manpower Management Service Pvt. Ltd.,
White House,
Opp. Dudhsagar Dairy, Highway Road,
Mehsana (Gujarat) – 384002
3. M/s. Chansama Taluka Sarvoday Mazdoor Sahakari Mandli,
Urmi Shopping Centre,
New B.K. Cinema, S.T. Workshop Road,
Mehsana (Gujarat)

...First Parties

V/s

The Secretary,
ONGC Labour Union,
8, Samarpan Shopping Complex, High Road,
Mehsana (Gujarat) – 384002

...Second Party

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

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30011/92/2002–IR(M) dated 17.03.2003 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the Group General Manager (Projects), ONGC Ltd., Mehiana in engaging Raju Benjamin, Imitiaz Hussain, Makwana Narendra Sureshchandra, Aarshad Hussain and Israr Hussain through M/s Multipurpose Management Services Pvt. Ltd. and M/s. Chansama Taluka Sarvodaya Majdoor Kamdar Sahakari Mandli Ltd. in abolished/prohibited categories notified by Government of India under Contract Labour Act is fair and justified? If yes, to what relief the concerned workmen are entitled?”

1. The reference dates back to 17.03.2003 and received on 02.04.2003 from Ministry of Labour and Employment, New Delhi for adjudication and passing the award.
2. The second party union submitted the statement of claim Ex. 5 on 08.06.2003 along with application for interim relief Ex. 6. The first party submitted the written statement and the case was listed for cross-examination of the second party workmen.
3. On 23.10.2018, the second party union moved applications Ex. 33, 34, 35 and 36 for deletion of names of the workmen detailed in the list Ex. 36 annexed with the application Ex. 35, from the reference and the dispute as well. The opposite first party ONGC Ltd. has no objection. The names of the workmen detailed in the list Ex. 36 annexed with the application Ex. 35 are as under:

S. No.	Name of the Workman	Serial No. in the list annexed with the Schedule of Reference
1.	Anwar Benjamin Pathan	Listed in Schedule of Reference
2.	Narendrakumar Makwana	Listed in Schedule of Reference
3.	Arshadhusain Istiyahusain Khan	Listed in Schedule of Reference

4.	Imtiyazhusain Isiyaqhusain Khan	Listed in Schedule of Reference
5.	Israhusain Istiyaqhusain Khan	Listed in Schedule of Reference

The said applications were allowed on 23.10.2018 and names of the aforesaid workmen were deleted on the same date.

4. As all the workmen have got their names deleted from the reference, therefore, no dispute has left for adjudication.
5. Thus the reference is disposed of as not pressed.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 30 नवम्बर, 2018

का.आ. 1744.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, मेसर्स ओ.एन.जी.सी. लिमिटेड एवं अन्य के प्रबंध तंत्र 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 सं.1381/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20.11.2018 को प्राप्त हुआ था।

[सं. एल-30011/24/2002—आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 30th November, 2018

S.O. 1744.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1381/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. O.N.G.C. Limited and other workman, which was received by the Central Government on 20.11.2018.

[No. L-30011/24/2002—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 23rd October, 2018

Reference (CGITA) No. 1381/2004

1. M/s. International Engineering and Marine Works,
C/o ONGC Ltd., Hazira Project, P.O. Bhatpore,
Surat (Gujarat) – 394518
2. M/s. Samar Construction,
C/o ONGC Ltd., Hazira Project, P.O. Bhatpore,
Surat (Gujarat) – 394518
3. M/s. Yogeshwar Engineering Services,
C/o ONGC Ltd., Hazira Project, P.O. Bhatpore,
Surat (Gujarat) – 394518
4. Mr. D.J. Patel Contractor,
C/o ONGC Ltd., Hazira Project, P.O. Bhatpore,
Surat (Gujarat) – 394518
5. M/s. S.S. Construction,
12/14, Nishant Shopping Centre, 7, Bungalows, Andheri (W),
Mumbai – 400055

6. The Group General Manager (P),
C/o ONGC Ltd., Hazira Project, P.O. Bhatpore,
Surat (Gujarat) – 394518

...First Parties

V/s

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

...Second Party

For the First Parties : None
For the Second Party : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30011/24/2002–IR(M) dated 28.02.2001 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of the union to regularise the services of Shri Manojkumar and 18 others as permanent and direct employees of ONGC Ltd., Surat with time scale of pay of their category of work equivalent to their similar placed regular employees of ONGC Ltd., from first date of entry in the Company, by declaring the contract as ‘sham contract’ is fair and justified? If so, to what relief the concerned 19 workmen are entitled and from which date and what other directions are necessary in the matter?”

1. The reference dates back to 28.02.2001 and received on 11.03.2001 from Ministry of Labour and Employment, New Delhi for adjudication and passing the award.
2. The second party union submitted the statement of claim Ex. 12 on 28.03.2003 but the first party ONGC Ltd. and all the contractors detailed in the top of the reference did not prefer to submit the written statements.
3. Some of the workmen namely Bhagu M. Nayka and Chandrashekhar Ram moved the application Ex. 23 and 24 for deletion of their names from the reference which was allowed on 25.04.2016. Since then, neither the second party union Rashtraiya Mazdoor Union nor the first parties appeared before the Tribunal to contest their case.
4. Thus it appears that the second party union or their remaining workmen are not willing to prosecute the reference.
5. Therefore, the reference is disposed of as not pressed in non-prosecution of the case by the parties.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 30 नवम्बर, 2018

का.आ.1745.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, मेसर्स एयरपोर्ट अथॉरिटी ऑफ इण्डिया एवं अन्य के प्रबंध तंत्र 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 सं. 55/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20.11.2018 को प्राप्त हुआ था।

[सं. एल-11011/10/2011-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 30th November, 2018

S.O. 1745.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 55/2012) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Airport Authority of India and other and their workman, which was received by the Central Government on 20.11.2018.

[No. L-11011/10/2011–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 22nd October, 2018**Reference (CGITA) No. 55/2012**

1. The Director,
Airport Authority of India, Harni Airport,
Vadodara (Gujarat)
2. The Proprietor,
M/s. Clean 'N' Carewell Services, 809, Sukh Sagar Complex,
Nr. Hotel Fortune Landmark, Ashram Road, Usmanpura,
Ahmedabad (Gujarat) – 380013

...First Parties

V/s

The General Secretary,
Gujarat Mazdoor Sena, G-2, Devdarshan Apartment,
Opp. State Bank of India, Harni Road,
Vadodara (Gujarat) – 390006

...Second Party

For the First Party : Shri J.D. Chalishajar
For the Second Party : Shri Manoj Pandit (Union Representative)

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-11011/10/2011–IR(M) dated 23.02.2012 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of management of M/s CNCS Facility Solutions Pvt. Ltd., contractor of Airport Authority of India in terminating the services of Shri Harish Kanubhai Solanki w.e.f. 01.08.2009 is legal and justified? What relief the workman is entitled to?”

1. The reference dates back to 23.02.2012 and received on 12.03.2012 from Ministry of Labour and Employment, New Delhi for adjudication and passing the award.
2. After service of notice, the second party union submitted the statement of claim Ex. 9 alleging that the workman Harish Kanubhai Solanki joined the service of Airport Authority of India as Sweeper on 01.04.1998 where he worked till 31.07.2009 and was terminated on 01.08.2009 by an oral order along with other 8 Sweepers. He was not given any notice, notice pay or compensation. The union submitted a complaint to the Assistant Commissioner of Labour (Central) where the Airport Authority of India was asked to present his case. The first party Airport Authority of India submitted his assurance to the Assistant Commissioner of Labour (Central) for taking all the sweepers into service but all the sweepers except the workman was taken into service. He again complaint to the Assistant Commissioner of Labour (Central) but to no result. He has also alleged that the action of the first party Airport Authority of India is in violation of Section 25 F, G and H of the Industrial Disputes Act besides Article 14, 16 and 21 of the Constitution of India being in violation of the principles of natural justice. He has also submitted the copy of the entry pass, sweeping schedule, daily check list and pay slips/payment vouchers from the year 2006 to 2008 vide list Ex. 10.
3. The first party vide his written statement Ex. 7 denied all the averments made in the statement of claim stating that these workmen were the contract employee of contractor namely M/s Clean 'N' Carewell Services and therefore, they are not entitled for any prayer against the first party Airport Authority of India.
4. The first party No. 2 M/s. Clean 'N' Carewell Services, was issued notice to submit his written statement who did not prefer to appear and submit the written statement. Therefore, the proceedings against the first party no. 2 M/s. Clean 'N' Carewell Services, was ordered to proceed ex-parte.

5. On the basis of the pleadings, the following issues arise:
 - I. Whether the action of management of M/s. CNCS Facility Solutions Pvt. Ltd., contractor of Airport Authority of India in terminating the services of Shri Harish Kanubhai Solanki w.e.f. 01.08.2009 is legal and justified?
 - II. To what relief, if any, the concerned workman is entitled to?
6. Both these issues are interrelated, therefore, are decided together.
7. **Issue No. I and II:** The burden of proof of these issues was lying on the second party workmen. The second party union submitted the affidavit Ex. 11 of the workmen Harish K. Solanki who reiterated the averments made in the statement of claim Ex. 9 but in the cross-examination, he has stated that he was born on 24.11.1981. He can hardly read and write English. He does not know what has been written in the affidavit as being in English Language. He admitted that he was not employee of Airport Authority of India. Thus it can be said that no relief can be granted against the first party No. 1 Airport Authority of India. However as the first party No. 2 M/s. Clean 'N' Carewell Services has not filed his written statement and has also not contested the case. Therefore, in the absence of the denial on the part of the first party No. 2 M/s. Clean 'N' Carewell Services, the evidence of the workman can be believed that he was the employee of the first party No. 2 M/s. Clean 'N' Carewell Services and his services were terminated without following the due procedure given in the Industrial Disputes Act.
8. Thus in the light of the aforesaid observations, the reference is partly ex-parte allowed against the first party No. 2 M/s. Clean 'N' Carewell Services with a direction that M/s. Clean 'N' Carewell Services will reinstate the workman Harish Kanubhai Solanki within 30 days from the publication of award.
9. No relief is granted against the first party no. 1 Airport Authority of India.
10. The award is passed accordingly.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 30 नवम्बर, 2018

का.आ. 1746.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, मेसर्स सेंट्रल वेयरहाउसिंग कॉर्पोरेशन 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 सं. 04/2016) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20.11.2018 को प्राप्त हुआ था।

[सं. एल-42011/12/2015-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 30th November, 2018

S.O. 1746.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 04/2016) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Central Warehousing Corporation and their workman, which was received by the Central Government on 20.11.2018.

[No. L-42011/12/2015-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 22nd October, 2018

Reference (CGITA) No. 04/2016

1. The Director Personnel,
CWC, Corporate Office,
4/1, Siri Institutional Area, August Kranti Marg, Haus Khas,
New Delhi – 110016
2. The Regional Manager,
CWC, Regional Office, Opp. Unnati Vidhyalaya, Paldi,
Ahmedabad (Gujarat) – 380007

...First Parties

V/s

The General Secretary,
CWC Employees Union,
Mahalaxmi Cross Road,
Opp. Unnati Vidhyalaya, Paldi,
Ahmedabad (Gujarat) – 380007

...Second Party

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

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-42011/12/2015–IR(M) dated 14.12.2015 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of management of Regional Manager, Central Warehousing Corporation, Regional Office, Ahmedabad in not sanctioning and not granting the pension to Shri K.G. Khatri (retired on 26.09.2012), who retired by tendering resignation from services and other such similarly situated employees is legal, proper and justified? If so, what relief the concerned workman is entitled to and what other directions are necessary in the matter?”

1. The reference dates back to 14.12.2015 and received on 05.01.2016 from Ministry of Labour and Employment, New Delhi for adjudication and passing the award.
2. All the parties issued notice Ex. 2 on 03.05.2018 to appear on 08.06.2018. Acknowledgement slips of notice sent to the first parties were also received vide Ex. 4 & 5 while the notice sent to second party union was received as unserved vide Ex. 3.
3. In response to the notice, the first party submitted the vakalatpatra Ex. 6 of Shri C.S. Naidu but despite giving three more opportunities on 13.07.2018, 04.09.2018 and today on 22.10.2018, the second party has been absent and has also refrained to submit statement of claim.
4. It is also noteworthy that the schedule of the reference discloses that the second party union has raised the issue of non-sanction and non-grant of the pension to the employee who tendered their resignation. It is also noteworthy that the resignation does not come within the purview of retrenchment as given in Section 2 (oo) of the Industrial Disputes Act because voluntary retirement of the workman has not been treated as retrenchment in the Act itself.
5. Thus in the light of the aforesaid observations, the reference is not maintainable and it also appears that the second party workman or his union are not willing to prosecute the case.
6. Thus the reference is disposed of in the absence of the statement of claim of the second party with the observation as under: “the action of management of Regional Manager, Central Warehousing Corporation, Regional Office, Ahmedabad in not sanctioning and not granting the pension to Shri K.G. Khatri (retired on 26.09.2012), who retired by tendering resignation from services and other such similarly situated employees is legal, proper and justified.”
7. The award is passed accordingly.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 30 नवम्बर, 2018

का.आ.1747.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, मेसर्स भारतीय जीवन बीमा निगम के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय नं. 2, मुंबई के पंचाट (संदर्भ सं. 82/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20.11.2018 को प्राप्त हुआ था।

[सं. एल-17012/7/2009—आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 30th November, 2018

S.O. 1747.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 82/2009) of the Central Government Industrial Tribunal-cum-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. Life Insurance Corporation of India and their workman, which was received by the Central Government on 20.11.2018.

[No. L-17012/7/2009—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/ 82 of 2009****EMPLOYERS IN RELATION TO THE MANAGEMENT OF LIFE INSURANCE CORPORATION OF INDIA**

The Sr. Divisional Manager,
Life Insurance Corporation of India,
Mumbai Division-I, Yogakshema,
J. B. Marg,
MUMBAI – 400 021.

AND**THEIR WORKMEN**

Shri Dinkar Kashinath Sonavane,
E-3/7, Municipal Colony,
Raoli Camp, Koliwada,
Mumbai – 400 037.

APPEARANCES:

FOR THE EMPLOYER : Mr. D. H. Patil Advocate

FOR THE WORKMEN : Mr. S. K. Kharwal Advocate

Mumbai, dated the 30th October, 2018.

AWARD PART – I

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-17012/7/2004 – IR (M) dated 26.10.2009. The terms of reference given in the schedule are as follows :

“Whether the action of the management of M/s. Life Insurance Corporation of India, Divisional Office No. 1, Mumbai in removing Shri D. K. Sonawane, Peon from services of the Corporation w.e.f. 19.7.2008 is justified, proper and in proportion to the allegations of the charges of misconduct ? What relief the workman is entitled to and from which date ?”

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

3. The second party workman has filed statement of claim Ex.7. According to the concerned workman, he was working with first party corporation as Peon since 28.9.95. Since his appointment and during his tenure of his employment with the first party, he was working very honestly, sincerely and diligently. His service record is very clear and unblemished.

4. It is his case that the first party corporation issued him charge sheet dt. 1.11.07. Allegations leveled in the said charge sheet were denied by him vide his letter dt. 11.11.07. However, management initiated enquiry with undue haste and appointed E.O. Management proceeded with the enquiry on and from 11.12.07 and concluded the same with undue haste within a period of two months. The finding report dt. 10.3.08 was submitted to him by the first party. Consequently, his services came to be terminated.

5. It is then case of the concerned workman that the enquiry was conducted without following the principles of natural justice and without affording him an opportunity. The E.O. was biased. Concerned workman was not explained the procedure of the enquiry. He being the class – IV employee was not illiterate. He is unable to understand English language but the enquiry conducted in English language which was not fair on the part of E.O. As such the E.O. recorded evidence without explaining the concerned workman about it and that time he was made to sit outside the room and his signatures were obtained on the enquiry proceedings. The documents were not supplied to him despite he demanded the same. First party even did not examine the relevant witnesses while conducting the enquiry. Infact, the enquiry was not conducted in his presence.

6. It is also the case of the concerned workman that the enquiry report was supplied to him after long time of more than 1 ½ months. The said report was in English language. He was unable to understand the same and as such the findings of the E.O. are totally perverse.

7. It is then case of the concerned workman that he addressed a letter dt. 31.7.08 wherein he has clearly mentioned that statements given by Gautam Khaire, Subhash Dagade, Mrs. Indu Vasant Garpade were false and requested to reconsider the proposed punishment but the management failed and deliberately neglected to consider his request and dismissed him from long standing unblemished service by dismissal order dt. 19.7.08 which is not fair on the part of concerned authority.

8. According to the concerned workman he has challenged the dismissal order dt. 19.7.08 in appeal dated 1.10.08. The appellate authority failed to consider the grounds of appeal and his appeal came to be dismissed by order dt. 24.2.09 and the order was served on him by letter dt. 2.3.09. It is therefore case of the concerned workman that the said action on the part of management in dismissing him from the service and even the order of the appellate authority dt. 24.2.09 is not legal & proper. Action of dismissing him from service is dis-proportionate to the charges leveled against him in the said charge sheet dt. 1.11.07. He is therefore asking for reinstatement in service with full back wages, continuity of service and all consequential benefits w.e.f. 19.7.08.

9. According to the concerned workman he raised the dispute before RLC, Mumbai by filing justification of demands dt. 20.5.09. The matter was taken up in conciliation. However, the conciliation failed and failure report dt. 6.7.09 was submitted by RLC and the matter was referred for adjudication. Hence the present reference.

10. The concerned workman is therefore asking to declare that the action of the first party management in dismissing him from the service by dismissal order dt. 19.7.08 be declared as illegal, ab-initio, void and the same be quashed & set aside.

11. The first party management resisted claim by filing written statement Ex.12. It is contended that in the past also the second party was issued charge sheet dt. 19.5.03 for accepting money from public on the pretext of giving them / their relatives employment in LIC and subsequently domestic enquiry was conducted in respect of the said charges where second party was found guilty. Penalty was imposed on him vide order dt. 25.9.03 in view of which the basic pay was reduced to minimum of scale applicable to his cadre in terms of provisions of Regulations 39 (i)(d) of LIC of India Regulations, 1960. Another charge sheet dt. 21.1.04 was issued to the second party as he was engaged into misconduct of accepting bribe for recruitment in LIC. In the said matter also second party was found guilty and after conducting enquiry thereupon the first party vide order dt. 14.3.05 imposed penalty on him of withholding his 3 future increments permanently in terms of provisions of Regulations 39 (i)(b) of LIC of India Regulations, 1960.

12. It is contended that the concerned workman has repeated the same misconduct and charge sheet dt. 1.11.07 was issued to him for taking Rs.30,000/- from Gautam Khaire on the pretext of giving him employment in LIC. As such the service record of the workman is not unblemished & clean.

13. It is then contented that the enquiry conducted against the concerned workman is as per the principles of natural justice and full and fair opportunity was given to him. Second party has fully participated in the enquiry proceedings. Findings submitted by the EO are not perverse and findings are based on evidence produced in the enquiry proceedings.

14. According to the first party management, they have received a complaint dt. 20.3.07 from Bhoomi Hind Seva Sanghathana on behalf of Gautam Madhav Khaire alleging that the second party has taken Rs.30,000/- from Gautam Madhav Khaire on the pretext of giving him employment of Peon in LIC. On the basis of same charge sheet dt. 1.11.07 was issued to the second party workman. The reply submitted by the second party workman was baseless and therefore the management initiated enquiry in respect of the charge sheet dt. 1.11.07. E.O. was appointed vide appointment letter dt. 16.11.07 and the appointment of the E.O. was intimated to the second party workman. E.O. Mr. M.V. Dhamle is an independent person. He proceeded with the enquiry on and from 11.12.07 and concluded within the period of two months i.e. on 21.2.08. The second party workman fully participated in the enquiry. Though the proceedings were recorded in English language, the enquiry was conducted in Marathi language. The second party workman never objected about the enquiry during the enquiry proceedings. He never raised issue of English language earlier. He has signed the proceedings of all the enquiry proceedings recorded on all the dates. On 11.12.07 second party workman desired not to take any help of assisting employee and he has admitted that he has received all the documents annexed to the charge sheet as Annexure – A from the office. Second party workman was given an opportunity to produce the documents or the witness of his defence to which he sought time to confirm the position about his defence witnesses. But thereafter on 21.2.08, second party workman told the E.O. that he is not in a position to produce any document / witnesses in his defence. As such the enquiry was conducted as per principles of natural justice.

15. It is contented by the first party management that on 11.3.08 the concerned workman was given the copy of E.O. report calling his say within the stipulated time. He acknowledged the same but failed to submit his say. Show cause notice was issued to him on 23.4.08. Ultimately he was served with the dismissal order. The copy of the order was displayed on the notice board since the concerned workman has not accepted the copy of the order and left the office and subsequently remained absent. However, thereafter the second party submitted the appeal on 1.10.08. The appellate authority came to the conclusion that the second party has not brought out any new point in the appeal which warrants modification of penalty imposed upon him. The appeal was dismissed by order dt. 24.2.09 and the order thereof was served on the second party by letter dt. 2.3.09. As such the enquiry conducted by the E.O. in respect of charge sheet dt. 1.11.07 is fair & proper and the findings are not perverse. The first party has thus sought dismissal of reference.

16. Following issues are framed at Ex.14. Issue No.1 is treated as preliminary issue. Hence I reproduce the Issue No.1 along with my findings thereon for the reasons to follow:

Sr. No.	Issues	Findings
1	Whether the enquiry conducted by the management of Life Insurance Corporation of India, Mumbai Division I against its Peon, Mr. Dinkar Kashinath Sonawane was fair, legal and proper ?	Yes

Reasons

Issue No. 1.

17. It is well settled that if the service of the employee came to be terminated after proper domestic enquiry held in accordance with the rules of natural justice and the conclusions reached at the enquiry are not perverse, the Industrial Tribunal is not entitled to consider the propriety or correctness of the said conclusion. But at the same time mere form of the enquiry would not satisfy the requirements of industrial law and would protect the disciplinary action taken by the employer from challenge. The enquiry cannot be said to have been properly held unless,

- (a) employee proceeded against has been informed clearly of the charges leveled against him.
- (b) witnesses are examined ordinarily in presence of the employee in respect of charges.
- (c) employee is given a fair opportunity to cross examine the witnesses.
- (d) he is given fair opportunity to examine witnesses including himself in his defence.
- (e) E.O. records findings with reasons for the same in his report.

Now it is to be seen whether in the present case these requirements are complied or not ?

18. From the evidence on record, it appears that copy of charge sheet with Annexure – A was given to the concerned workman and the concerned workman replied the charge sheet on 11.11.07 mentioning therein that the person who has made the complaint demanded Rs.30,000/- to him when infact he had to pay Rs.10,000/- to him. However, considering his reply, disciplinary proceedings were initiated against him vide charge sheet dt. 1.11.07 and Mr. M.V. Dhamle was appointed as E.O. The enquiry proceedings were initiated against him under Regulations 39 of LIC of India Regulations, 1960. On going through the enquiry proceedings, it appears that the enquiry proceedings were signed by the concerned workman, P.O. & E.O. and the evidence of Smt. Sindu Garpade was recorded on 9.1.08 and the concerned workman was given opportunity to cross examine the witness. Similarly, the evidence of Mr. Gautam Khaire was recorded and the opportunity was given to the concerned workman to cross examine him. On these enquiry proceedings there appears the signature of the concerned workman. As per proceedings dt. 21.2.08 the concerned workman was asked whether he wanted to examine the witnesses on his behalf and the concerned workman told that he was not in a position to produce any document or witnesses in his defence.

19. Now the contention of the concerned workman is that the E.O. recorded the enquiry proceedings in English language and since he is illiterate and unable to understand English, it was not fair & proper enquiry.

20. In this respect, it is not possible to accept the contention of the concerned workman that he was made to sit outside the enquiry room and only his signatures were being taken on the enquiry proceedings. From the enquiry proceedings it is clear that opportunity was given to the concerned workman to ask the questions to the witnesses who were being examined during the enquiry proceedings by the E.O. and that E.O. recorded the proceedings after explaining the same to the concerned workman. If really it would have been a fact that the concerned workman was not explained the proceedings then he would have taken an objection in writing during the course of the proceedings. He did not do so at any time during the course of enquiry proceedings or thereafter. As such it appears to be an after thought contention of the concerned workman that since the proceedings were recorded in English language it has caused prejudice to him.

21. Learned Counsel for the concerned workman submitted that the management initiated the enquiry with undue haste and then E.O. conducted enquiry within the period of two months. However, on going through the enquiry proceedings it appears that EO started enquiry proceedings on 11.12.07 and fixed the next date of enquiry on 21.12.07. On 11.12.07 all the documents enclosed Annexure – A, charge sheet, list of documents were read out and the list of documents were provided to the concerned workman. Even concerned workman admitted that he received the documents from office. Thereafter the enquiry proceedings were held on 2.1.08 and on 9.1.08, two witnesses were examined. On 18.2.08 concerned workman was asked whether he wanted to produce any documents or witnesses in his defence and thereafter next date of hearing is fixed on 21.2.08 for producing the defence witnesses. It is on 21.2.08, concerned workman stated that he was not in a position to produce any witnesses. It cannot be said therefore that the enquiry was conducted in haste without giving opportunity to the concerned workman.

22. Next contention of the concerned workman was that the enquiry was not fair & proper because EO was biased and as such enquiry was conducted without following the principles of natural justice. However, there is absolutely no evidence to say that the EO was biased. In his evidence the concerned workman has admitted in his cross examination that he has signed the enquiry proceedings. Admittedly, the management has sent two letters to him and his explanation was called for, about complaint given by Bhoomi Hind Seva Sanghathana. So from the evidence of the concerned workman it can be seen that he admits his signature on the enquiry proceedings and also admits the receipt of the enquiry report but then has come out a case that he signed this, as he was told that everything is finished and no action will be taken against him. This appears to be after thought contention of the concerned workman.

23. The fact remains that the charge sheet was given to him, documents were supplied to him. He was given full opportunity to cross examine the witnesses. He cross examined the witnesses and then he was also given an opportunity to produce the documents and to examine the witnesses in his defence. It cannot be said therefore that he was prejudiced at any time during the course of enquiry proceedings since the enquiry was recorded in English language. What is necessary is that the workman is given a fair opportunity to cross examine the witnesses. He has been informed clearly of the charges leveled against him. Witnesses are examined in presence of the workman and he has given an opportunity to examine the witnesses in his defence. All this has been done during the course of enquiry proceedings and therefore it will have to be said that the enquiry was fair & proper and as such fair opportunity was given to the concerned workman during the course of enquiry.

24. Learned Counsel for the concerned workman submitted that there was non-compliance with the provisions of natural justice while conducting the enquiry by the E.O. He seeks to rely on the decision in case of Bombay Gas Public Ltd. V/S. Laxman Dhanku & Ors. – II CLR – 1145 to submit that where the workman was not given adequate opportunity of defending himself then it will have to be said that there was non-compliance with the provisions of natural justice. Here in the instant case sufficient opportunity is given to the concerned workman. It is difficult to accept the submission of Learned Counsel for the concerned workman that there was non-compliance with the provisions of natural justice.

25. Next submission of Learned Counsel for the concerned workman is that mere suspicion cannot take place of proof even in domestic enquiries and as such the conclusion of E.O. must be based on evidence. In the context he seeks to rely on the decision in case of Abdullah Latif Shaikh V/S. Bombay Port Trust & Ors. – 1990 [II] CLR – 190.

26. In this respect, on going through the enquiry report, it appears that as per the charge it was alleged that the concerned workman had taken Rs.30,000/- by signing on the stamp paper dt. 31.1.02 from Gautam Khaire on the pretext of giving him employment in LIC. The E.O. in this respect has recorded the statement of Gautam Khaire, Indu Kharpade & Suryakant Jadhav. Besides their evidence, the E.O. relied upon documents marked as D-1, D-2, D-3, D-4 & D-5. D-1 is letter dated 20.3.17 received from Bhoomi Hind Seva Sanghathana. D-2 is letter received from Gautam Khaire. D-3 is letter received from Indu Kharpade. D-4 is letter received from Suryakant Jadhav. D-5 is the stamp paper showing the payment of amount of Rs.30,000/- and as per evidence of Indu Kharpade the amount of Rs.30,000/- was given to concerned workman by G.K. Khaire for an appointment as Peon in LIC and stamp paper D-5 was executed. It was considered by the E.O. that the concerned workman has not rebutted the authenticity of these documents and so far document D-2 & D-3 are concerned, the authors of these documents came forward to depose during the enquiry and their evidence was also recorded.

27. Considering all these facts, it appears that E.O. has considered that the concerned workman failed to maintain absolute integrity and devotion to the duty and as such failed to serve the corporation honestly. So on going through the enquiry report, it appears that report of the E.O. is also based on evidence and as such the findings of the E.O. are not perverse.

28. Considering all these facts, I find that the enquiry conducted by the management was fair & proper and the findings of the E.O. are not perverse. Issue No.1 is therefore answered accordingly as indicated against it in terms of above observations.

29. Hence I pass the following order.

ORDER

1. Enquiry held is fair & proper.
2. Findings of the Enquiry Officer are not perverse.
3. Parties are directed to argue and lead evidence on the point of quantum of punishment.

Date: 30.10.2018

M.V. DESHPANDE, Presiding Officer

नई दिल्ली, 30 नवम्बर, 2018

का.आ. 1748.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, मेसर्स माइक्रोटोनिक्स सिस्टम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ सं. 58/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20.11.2018 को प्राप्त हुआ था।

[सं. एल-11011/6/2008-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 30th November, 2018

S.O. 1748.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 58/2008) of the Central Government Industrial Tribunal-cum-Labour Court-2, Mumbai now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Microtonix Systems and their workman, which was received by the Central Government on 20.11.2018.

[No. L-11011/6/2008– 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-2/58 of 2008****EMPLOYERS IN RELATION TO THE MANAGEMENT OF M/S. MICROTONIX SYSTEMS**

M/s. Microtonix Systems
87, Atur House, Mezzanine Floor,
Dr. Annie Besant Road, Worli,
Mumbai – 400 018.

**AND
THEIR WORKMEN**

Shri Mohammed Hussain Shaikh & Others,
H. No. A-48, Near Hajirabi Apartments,
Baina, Vasco Da-Gama,
Goa – 403 802.

APPEARANCES:

FOR THE EMPLOYER : Mr. D.D. Naik Advocate
FOR THE WORKMEN : Shri M. B. Anchan Advocate

Mumbai, dated the 25th October, 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-11011/6/2008 – IR (M) dated 26.08.2008. The terms of reference given in the schedule are as follows :

“Whether the action of the management of M/s. Microtonix systems in refusing employment to Shri Mohammed Hussain Shaikh & 10 others (As per Anne. I) w.e.f. April, 2007 is legal and justified ? If not, to what relief the workmen are entitled to ?”

2. After the receipt of the reference, both the parties were served with the notices.

3. On going through the Roznama, it appears that since 21.11.15 both the parties are absent. The concerned workman has not filed affidavit though ample opportunity was given to him.

4. In the circumstance, management has filed this application contending therein that the concerned workman has withdrawn the application filed before the Labour Commissioner vide application dt. 6.4.10. It is also mentioned in the application that the workers are in the employment and they are not keen in pursuing this reference. As such the second party workmen are not interested in the above matter and therefore the reference may be disposed of for want of prosecution.

5. On going through the record, it appears that the concerned workmen are not interested in the above matter since they have not filed affidavit or documentary evidence to substantiate the statement of claim preferably for the reasons mentioned in the application itself and therefore for want of evidence reference is liable to be rejected. Hence the reference is rejected for want of evidence and hence disposed off.

ORDER

Reference is rejected for want of evidence and hence disposed off

Date: 25.10.2018

M. V. DESHPANDE, Presiding Officer