

सत्यमेव जयते

भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY
साप्ताहिक
WEEKLY

सं. 10]	नई दिल्ली, मार्च 3—मार्च 9, 2019, शनिवार/फाल्गुन 12—फाल्गुन 18, 1940
No. 10]	NEW DELHI, MARCH 3—MARCH 9, 2019, SATURDAY/PHALGUNA 12—PHALGUNA 18, 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, 25 फरवरी, 2019

का.आ. 316.—राष्ट्रीय कृषि और ग्रामीण विकास बैंक अधिनियम, 1981 (1981 का 61) की धारा 6 की उप-धारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री सुचीन्द्र मिश्र के स्थान पर श्री राजीव कुमार, सचिव, वित्तीय सेवाएं विभाग, वित्त मंत्रालय, नई दिल्ली को तत्काल प्रभाव से अथवा अगले आदेशों तक, राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड) के निदेशक मण्डल में निदेशक के पद पर नामित करती है।

[फा. सं. 7/11/2018-एसी]

ए. के. दास, उप सचिव

MINISTRY OF FINANCE
(Department of Financial Services)

New Delhi, the 25th February, 2019

S.O. 316.—In exercise of the powers conferred by clause (d) of sub-section (1) of section 6 of the National Bank for Agriculture and Rural Development Act, 1981 (61 of 1981), the Central Government, hereby nominates Shri Rajiv Kumar, Secretary, Department of Financial Services, Ministry of Finance, New Delhi as a Director on the Board of Directors of National Bank for Agriculture and Rural Development (NABARD), with immediate effect or until further orders, vice Shri Suchindra Misra,

[F. No. 7/11/2018-AC]

A. K. DAS, Dy. Secy.

नई दिल्ली, 5 मार्च, 2019

का.आ. 317.—बीमांकक अधिनियम, 2006 (2006 का 35) की धारा 12 की उप-धारा (2) के खंड (ख) (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, भारतीय बीमांकक संस्थान की परिषद में, वित्त मंत्रालय का प्रतिनिधित्व करने के लिए, श्री एन. श्रीनिवास राव के स्थान पर श्री ललित कुमार, आर्थिक सलाहकार, वित्तीय सेवाएं विभाग को तत्काल प्रभाव से और अगले आदेशों तक, सदस्य के रूप में नामित करती है।

[फा. सं. एम-18013/01/2011-बीमा-1]

मृत्युन्जय सिंह, अवर सचिव

New Delhi, the 5th March, 2019

S.O. 317.—In exercise of the powers conferred by clause (b)(i) of Sub-Section (2) of Section 12 of the Actuaries Act, 2006 (35 of 2006), the Central Government hereby nominates Sh. Lalit Kumar, Economic Advisor, Department of Financial Services as a member of the Council of the Institute of Actuaries of India to represent the Ministry of Finance vice Sh. N. Srinivasa Rao, with immediate effect, till further orders.

[F. No. M-18013/01/2011-Ins.1]

MRITUNJAY SINGH, Under Secy.

विदेश मंत्रालय
(सी.पी.वी. प्रभाग)

नई दिल्ली, 22 जनवरी, 2019

का.आ. 318.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, केंद्र सरकार भारत के कौंसलावास सान फ्रान्सिस्को में यूसुफ जमाल सहायक अनुभाग अधिकारी को दिनांक 22 जनवरी 2019 से सहायक कौंसुलर अधिकारी के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[सं. टी. 4330/02/2019]

प्रकाश चन्द, निदेशक (कौंसुलर)

MINISTRY OF EXTERNAL AFFAIRS
(CPV DIVISION)

New Delhi, the 22nd January, 2019

S.O. 318.—Statutory Order : In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Shri Yusuf Jamal, Assistant Section Officer in the CGI, San Francisco to perform Consular services as Assistant Consular Officer with effect from 22 January 2019.

[No.T.4330/02/2019]

PRAKASH CHAND, Director (Consular)

नई दिल्ली, 28 जनवरी, 2019

का. आ. 319.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद् द्वारा, केंद्र सरकार भारत के राजदूतावास, दी हेग में श्री वरुण पंवार, सहायक अनुभाग अधिकारी को दिनांक 28 जनवरी 2019 से सहायक कौंसुलर अधिकारी के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[सं. टी. 4330/01/2015]

प्रकाश चन्द, निदेशक (कौंसुलर)

New Delhi, the 28, January, 2019

S.O. 319.—Statutory Order : In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Shri Varun Panwar, Assistant Section Officer in Embassy of India, The Hague to perform Consular services as Assistant Consular Officer with effect from 28 January 2019.

[No.T.4330/01/2015]

PRAKASH CHAND, Director (Consular)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 22 फरवरी, 2019

का.आ. 320.—केन्द्र सरकार, दिल्ली विषेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं 25) की धारा 5 की उपधारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, प्रमुख सचिव गृह, उत्तर प्रदेश शासन, लखनऊ के दिनांक 12 अप्रैल, 2018 के आदेश संख्या 02 सीबीआई/VI-पु-4-2017-1 (24) बी/2018 के तहत दी गई सहमति से गम्भीर धोखेबाजी अन्वेषण संगठन (एस.एफ.आई.ओ.) द्वारा इन दस्तावेजों के संबंध में उनके अन्वेषण के दौरान 07 बंद मिलों नामतः देवरिया, बरेली, लक्ष्मीगंज, हरदोई, रामकोला, छितौनी और बाराबंकी के क्रेता द्वारा प्रस्तुत ई.ओ.आई. सह आर.एफ.क्यू. एवं आर.एफ.पी. सहित जाली दस्तावेजों की प्रस्तुति के संबंध में और उत्तर प्रदेश राज्य चीनी निगम लिमिटेड की विक्रित 21 चीनी मिलों के विक्रय में आपराधिक मंषा से की गई अनियमितताओं के संबंध में जांच/अन्वेषण करने के लिए तथा इसके अतिरिक्त, इस संबंध में तथा उन मामलों के दौरान अथवा उन्हीं तथ्यों से उत्पन्न अन्य अपराध/अपराधों से संबंधित षडयंत्र के संबंध में थाना—गोमतीनगर, जिला लखनऊ में पंजीकृत भारतीय दण्ड संहिता (1860 की अधिनियम संख्या 45) की धारा 420, 468, 477 ए, 471 एवं धारा 629ए कम्पनी अधिनियम, 1956 के अन्तर्गत मुकदमा अपराध संख्या — 1409/2017 के सम्पूर्ण उत्तर प्रदेश में आगे अन्वेषण करने के लिए दिल्ली विषेष पुलिस स्थापना के सदस्यों के कार्यक्षेत्र और शक्तियों को एतद्वारा विस्तारित करती है।

[फा. सं. 228/12/2018—एवीडी-II]

एस. पी. आर. त्रिपाठी, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department Of Personnel And Training)

New Delhi, the 22nd February, 2019

S.O. 320.—In exercise of the powers conferred by sub-section(1) of section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Uttar Pradesh, conveyed vide Home (Police), Section-4, order No.-02 C.B.I./VI-P-4-2017-1 (24)B/2018, Lucknow dated 12 April, 2018, hereby extends powers and Jurisdiction of the members of the Delhi Special Police Establishment in whole of the State of Uttar Pradesh for conducting enquiry/ investigation regarding submission of forged documents with EOI cum RFQ and RFP submitted by purchaser of 7 closed mills viz Deoria, Bareilly, Laxmiganj, Hardoi, Ramkola, Chittauni and Barabanki as reported by Serious Fraud Investigation Organization (SFIO) during their investigation regarding these documents and the irregularities committed with a criminal intent in the entire sale proceedings of 21 sugar mills by the U.P. State Sugar Corporation Ltd. and for further investigation of FIR No.

1409/2017 under section 420, 468, 477A, 471 IPC and section 629 A Companies Act 1956, registered at P.S. Gombi Nagar, Distt. Lucknow in this regard and conspiracy in relation there to other offence/offences committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/12/2018-AVD-II]

S.P.R. TRIPATHI, Under Secy.

नागर विमानन मंत्रालय

(एएआई अनुभाग)

नई दिल्ली, 11 फरवरी, 2019

का.आ. 321.—भारतीय विमानपत्तन प्राधिकरण अधिनियम, 1994 (1994 का संख्या 55) के खंड 3 तथा खंड 5 के उप-खंड 1(ii) में प्रदत्त शक्तियों के उपयोग से केन्द्र सरकार एतद्वारा तत्काल प्रभाव से तीन वर्षों अथवा आगामी आदेशों तक, इनमें से जो भी पहले हो, नागर विमानन मंत्रालय के निम्नलिखित अधिकारियों की नियुक्ति भारतीय विमानपत्तन प्राधिकरण के निदेशक मंडल में अंश-कालिक सदस्य के रूप में करती है:

- I श्री अरूण कुमार, अपर सचिव एवं वित्त सलाहकार, नागर विमानन मंत्रालय, सुश्री गार्गी कौल, पूर्व अपर सचिव एवं वित्त सलाहकार, नागर विमानन मंत्रालय के स्थान पर।
- II श्रीमती रुबिना अली, संयुक्त सचिव, नागर विमानन मंत्रालय

[सं. एवी-24015/2/2015-एएआई-एमओसीए]

पी. जे. थॉमस, अवर सचिव

MINISTRY OF CIVIL AVIATION

(AAI Section)

New Delhi, the 11th February, 2019

S.O. 321.—In exercise of the powers conferred under Section 3 and sub-section 1(ii) of Section 5 of the Airports Authority of India Act, 1994 (No. 55 of 1994), the Central Government hereby appoints following Officers of the Ministry of Civil Aviation as part-time Members on the Board of Airports Authority of India with immediate effect for a period of three years or until further orders, whichever is earlier:

- I Shri Arun Kumar, Additional Secretary & Financial Advisor, Ministry of Civil Aviation vice Ms. Gargi Kaul, former AS&FA, Ministry of Civil Aviation
- II Smt. Rubina Ali, Joint Secretary, Ministry of Civil Aviation

[No. AV-24015/2/2015-AAI-MOCA]

P. J. THOMAS, Under Secy.

कोयला मंत्रालय

नई दिल्ली, 5 मार्च, 2019

का.आ. 322.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उप-धारा (1) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का.आ. 6, तारीख 2 जनवरी, 2018, और जो भारत के राजपत्र भाग II, खण्ड 3, उप-खण्ड (ii), तारीख 6 जनवरी, 2018 में प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में 427.993 हेक्टेयर (लगभग) या 1057.57 एकड़ (लगभग) माप वाली भूमि और उस पर के सभी अधिकारों का अर्जन करने के अपने आषय की सूचना दी थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार का पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और मध्य प्रदेश सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 427.993 हेक्टर (लगभग) या 1057.57 एकड़ (लगभग) माप वाली भूमि के और उसके सभी अधिकार अर्जित किए जाने चाहिए।

अतः अब केन्द्रीय सरकार उक्त अधिनियम की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त अनुसूची में यथावर्णित 427.993 हेक्टर (लगभग) या 1057.57 एकड़ (लगभग) माप वाली भूमि और उसके सभी अधिकार अर्जित किए जाते हैं।

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक संख्या एसईसीएल/बीएसपी/जीएम/ (पीएलजी)/ भूमि/524, तारीख 19 दिसम्बर, 2018 का निरीक्षण कलेक्टर, जिला अनुपपुर (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक,1, काउंसिल हाउस स्ट्रीट, कोलकाता - 700001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग), सीपत रोड, बिलासपुर -495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है।

अनुसूची

झिरिया पश्चिम ओसीपी, हसदेव क्षेत्र

जिला- अनुपपुर, मध्य प्रदेश

[रेखांक संख्या एसईसीएल/बीएसपी/जीएम/ (पीएलजी)/ भूमि/524, तारीख 19 दिसम्बर, 2018] सभी अधिकार:

(क) राजस्व भूमि:

सारणी

क्रम सं.	ग्राम का नाम	पटवारी हल्का संख्या	जनरल संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणियां
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	भलमुडी	225	52	कोतमा	अनुपपुर	97.656	शग
2.	फुलकोना	229	55	कोतमा	अनुपपुर	9.820	शग
3.	बनगवॉ	224	51	कोतमा	अनुपपुर	1.152	शग
4.	पडरीटोला	222	50	कोतमा	अनुपपुर	0.950	शग
कुल : 109.578 हेक्टर (लगभग) या 270.77 एकड़ (लगभग)							

(ख) वन भूमि:

सारणी

क्रम सं.	वन का नाम	कम्पार्टमेंट संख्या	रेंज	डिविजन	क्षेत्र हेक्टर में	टिप्पणियां
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	मलगा आरक्षित वन	496(भाग), पी 498(भाग), पी 494(भाग), पी 488(भाग), पी 492(भाग), 502 (भाग)	कोतमा	अनुपपुर	318.415	भाग
कुल : 318.415 हेक्टर (लगभग) या 786.80 एकड़ (लगभग)						

कुल योग (क+ख): 427.993 हेक्टर (लगभग)

या 1057.57 एकड़ (लगभग)

राजस्व भूमि में अर्जित किए गए प्लॉट संख्यांक:

1. ग्राम भलमुडी (शग) में अर्जित किए गए प्लॉट संख्या: 5/1 (भाग), 5/2 (भाग), 6 से 8, 9 (भाग), 10 से 12, 13 (भाग), 18 (भाग), 20 से 22, 23 (भाग), 24 से 28, 29 (भाग), 56 (भाग), 60 (भाग), 61 (भाग) से 63 (भाग), 73 (भाग) से 75 (भाग), 76 से 116, 117 (भाग), 118, 119 (भाग), 121 (भाग), 122 (भाग), 123 से 132, 133 (भाग), 136 (भाग), 137 से 148, 149 (भाग), 150 से 156.
2. ग्राम फुलकोना (शग) में अर्जित किए गए प्लॉट संख्या: 1186 (भाग), 1187 (भाग), 1188 (भाग), 1189 (भाग), 1288 (भाग), 1289 से 1292, 1293 (भाग), 1294 (भाग) से 1296 (भाग), 1297.
3. ग्राम बनगवों (शग) में अर्जित किए गए प्लॉट संख्या: 154 (भाग), 156 (भाग), 157 (भाग), 160 (भाग), 161, 164 (भाग), 175 (भाग), 176 (भाग)
4. ग्राम पडरीटोला (शग) में अर्जित किए गए प्लॉट संख्या: 174 (भाग)

सीमा वर्णन :

क—ख रेखा बिन्दु “क” से आरंभ होती है और ग्राम डुमरकछार—बनगवों के भागत: सम्मिलित सीमा, प्लॉट संख्या 176, 175, ग्राम भलमुडी—बनगवों के भागत: सम्मिलित सीमा से होती हुई बिन्दु “ख” पर मिलती है।

ख—ग रेखा बिन्दु “ख” से आरंभ होती है और ग्राम भलमुडी के प्लॉट संख्या 136, 133, 117, 121, 122, 119, 117, 73, 74, 75, 63, 29, 60/3, 62, 61, 60/1 से होती हुई बिन्दु “ग” पर मिलती है।

ग—घ रेखा बिन्दु “ग” से आरंभ होती है और ग्राम बनगवों के प्लॉट संख्या 156, 157, 160, 164, 154 से होकर ग्राम पडरीटोला में प्रवेश कर प्लॉट संख्या 174 से गुजरती हुई बिन्दु “घ” पर मिलती है।

घ—ङ रेखा बिन्दु “घ” से आरंभ होती है और ग्राम पडरीटोला के प्लॉट संख्या 174 से होकर ग्राम बनगवों में प्रवेश करती है एवं प्लॉट संख्या 154, 164, 160, 157, 156 से होकर ग्राम भलमुडी में प्रवेश करती है और प्लॉट संख्या 60/1, 56/2, 56/1, 60/1, 60/3, 29, 23, 5/2, 5/1, 9, 13, 18 से होती हुई बिन्दु “ङ” पर मिलती है।

ङ—च रेखा बिन्दु “ङ” से आरंभ होती है और ग्राम फुलकोना के प्लॉट संख्या 1186, 1187, 1188, 1189, 1288 से होती हुई बिन्दु “च” पर मिलती है।

च—छ रेखा बिन्दु “च” से आरंभ होती है और ग्राम फुलकोना के प्लॉट संख्या 1297 के दक्षिणी सीमा, 1296, 1295, 1294, 1292, 1293 से होती हुई बिन्दु “छ” पर मिलती है।

छ—क रेखा बिन्दु “छ” से आरंभ होती है और ग्राम डुमरकछार के प्लॉट संख्या 2, 1 से गुजरती हुई आरंभिक बिन्दु “क” पर मिलती है।

[फा. सं. 43015/41/2017 —एलए एण्ड आईआर]

राम षिरोमणि सरोज, उप सचिव

MINISTRY OF COAL

New Delhi, the 5th March, 2019

S.O. 322.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 6, dated the 2nd January, 2018, issued under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 6th January, 2018, the Central Government gave notice of its intention to acquire 427.993 hectares (approximately) or 1057.57 acres (approximately) of land and all rights in or over such land specified in the Schedule appended to that notification;

And whereas the competent authority in pursuance of section 8 of the said Act has made his report to the Central Government;

And whereas, the Central Government after considering the aforesaid report and after consulting the Government of Madhya Pradesh, is satisfied that the land measuring 427.993 hectares (approximately) or 1057.57 acres (approximately) and all rights in or over such land as described in the Schedule appended hereto, should be acquired.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that the land measuring 427.993 hectares (approximately) or 1057.57 acres (approximately) and all rights in or over such land as described in the said Schedule are hereby acquired.

The plan bearing number SECL/BSP/GM/(PLG)/LAND/524, date the 19th December, 2018 of the area covered by this notification may be inspected at the Office of the Collector, District Anuppur (Madhya Pradesh) or at the office of the Coal Controller, 1, Council House Street, Kolkata – 700001 or at the Office of the South Eastern Coalfield Limited (Revenue Section), Seepat Road, Bilaspur-495006 (Chhattisgarh).

SCHEDULE

Jhiria West OCP, Hasdeo Area

District Anuppur, Madhya Pradesh

[Plan bearing number SECL/BSP/GM/(PLG)/LAND/524, date the 19th December, 2018]

All Rights:

(A) Revenue land:

TABLE

Sl. No.	Name of village	General number	Patwari halka number	Tahsil	District	Area in hectares	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Bhalmudi	225	52	Kotma	Anuppur	97.656	Part
2.	Fulkona	229	55	Kotma	Anuppur	9.820	Part
3.	Bangawan	224	51	Kotma	Anuppur	1.152	Part
4.	Padritola	222	50	Kotma	Anuppur	0.950	Part
Total: - 109.578 hectares (approximately) or 270.77 acres (approximately).							

(B) Forest land:

TABLE

Sl. No.	Name of Forest	Compartment number	Range	Division	Area in hectares	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	Malga Reserve Forest	496(Part), P498(Part), P494(Part), 488(Part), P492(Part), 502(Part)	Kotma	Anuppur	318.415	Part
Total: - 318.415 hectares (approximately) or 786.80 acres (approximately).						

Grand Total (A+B): 427.993 hectares (approximately)

or 1057.57 acres (approximately)

Plot numbers acquired under revenue land:

1. Plot numbers acquired in village Bhalmudi (Part): 5/1(P), 5/2(P), 6 to 8, 9(P), 10 to 12, 13(P), 18(P), 20 to 22, 23(P), 24 to 28, 29(P), 56(P), 60(P), 61(P) to 63(P), 73(P) to 75(P), 76 to 116, 117(P), 118, 119(P), 121(P), 122(P), 123 to 132, 133(P), 136(P), 137 to 148, 149(P), 150 to 156.

2. Plot numbers acquired in village Fulkona (Part): 1186(P), 1187(P), 1188(P), 1189(P), 1288(P), 1289 to 1292, 1293(P), 1294(P) to 1296(P), 1297.

3. Plot numbers acquired in village Bangawa (Part): 154(P), 156(P), 157(P), 160(P), 161, 164(P), 175(P), 176(P).

4. Plot numbers acquired in village Padritola (Part): 174(P).

Boundary description:

A-B Line starts from point 'A' and passes along partly common boundary of villages Dumarkhchhar-Bangawan, through plot number 176, 175, along partly common boundary of villages Bhalmudi-Bangawan and meets at point 'B'.

B-C Line starts from point 'B' and passes in village Bhalmudi through plot number 136, 133, 117, 121, 122, 119, 117, 73, 74, 75, 63, 29, 60/3, 62, 61, 60/1 and meets at point 'C'.

C-D Line starts from point 'C' and passes in village Bangawan through plot number 156, 157, 160, 164, 154 and enter in village Padritola and passes through plot number 174 and meets at point 'D'.

D-E Line starts from point 'D' and passes in village Padritola through plot number 174 then enter in village Bangawan and passes through plot number 154, 164, 160, 157, 156 then enter in village Bhalmudi and passes through plot number 60/1, 56/2, 56/1, 60/1, 60/3, 29, 23, 5/2, 5/1, 9, 13, 18 and meets at point 'E'.

E-F Line starts from point 'E' and passes in village Fulkona through plot number 1186, 1187, 1188, 1189, 1288 and meets at point 'F'.

F-G Line starts from point 'F' and passes in village Fulkona along southern boundary of plot number 1297, through plot number 1296, 1295, 1294, 1292, 1293 and meets at point 'G'.

G-A Line starts from point 'G' and passes in village Dumarkachhar through plot number 2, 1 and meets at starting point 'A'.

[F. No. 43015/41/2017-LA&IR]

RAM SHIROMANI SAROJ, Dy. Secy.

नई दिल्ली, 5 मार्च, 2019

का. आ. 323.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) के अधीन भारत सरकार के कोयला मंत्रालय द्वारा जारी की गई अधिसूचना संख्यांक का. आ. 1470, तारीख 11 अक्तूबर, 2018, जो भारत के राजपत्र, भाग II, खण्ड 3, उप-खण्ड (ii), तारीख 13 अक्तूबर, 2018 में प्रकाशित की गई थी, उक्त अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका माप 2.495 हेक्टेयर (लगभग) या 6.17 एकड़ (लगभग) है, कोयले का पूर्वोक्षण करने के अपने आशय की सूचना दी थी;

और, केन्द्रीय सरकार का यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विहित उक्त भूमि के भाग में कोयला अभिप्राप्त है।

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इससे संलग्न अनुसूची में वर्णित 2.495 हेक्टेयर (लगभग) या 6.17 एकड़ (लगभग) माप वाली भूमि में या उस पर के सभी अधिकारों का अर्जन करने के अपने आशय की सूचना देती है।

टिप्पण 1 : इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक संख्यांक एमसीएल/केए/अधिसूचना/2018-19/1091, तारीख 5 दिसम्बर, 2018 का निरीक्षण कलेक्टर, जिला अंगुल, ओडिशा के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता - 700 001 के कार्यालय में या निदेशक (ओपी), महानदी कोलफील्ड्स लिमिटेड, जागृति विहार, डाकघर बुर्ला, जिला सम्बलपुर, ओडिशा के कार्यालय में किया जा सकता है।

टिप्पण 2 : उक्त अधिनियम की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है, जिसमें अर्जन के संबंध में आपत्तियाँ, निम्नलिखित उपबंध हैं:-

“8. (1) कोई व्यक्ति जो किसी भूमि में, जिसके संबंध में धारा 7 के अधीन अधिसूचना निकाली गई है, हितबद्ध है, अधिसूचना के जारी किए जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा।

स्पष्टीकरण.— इस धारा के अर्थान्तर्गत यह आपत्ति नहीं मानी जाएगी, कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन संक्रियाएं करना चाहता है और ऐसी संक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।

2. उप-धारा (1) के अधीन प्रत्येक आपत्ति सक्षम प्राधिकारी को लिखित में की जाएगी और सक्षम प्राधिकारी, आपत्तिकर्ता को स्वयं सुने जाने या विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जांच, यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है, वह या तो

धारा 7 की उप-धारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

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

टिप्पण 3: केन्द्रीय सरकार ने कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता - 700 001 को उक्त अधिनियम की धारा 3 के अधीन अधिसूचना संख्यांक का. आ. 2015, तारीख 10 जुलाई, 1995, जो भारत के राजपत्र, भाग II, खंड 3, उप-खंड (ii) में तारीख 22 जुलाई, 1995 को प्रकाशित की गयी थी, द्वारा सक्षम प्राधिकारी नियुक्त किया गया है।

अनुसूची

कनिहा कोल ब्लॉक

जिला अंगुल, राज्य ओडिशा

[रेखांक संख्यांक एमसीएल/केए/अधिसूचना/2018-19/1091, तारीख 5 दिसम्बर, 2018]

सभी अधिकार:

क्रम सं.	ग्राम का नाम	ग्राम संख्या	पटवारी हल्का / जेएल संख्या	तहसील/ पुलिस स्टेशन	जिला	क्षेत्र हेक्टेयर में (लगभग)	क्षेत्र एकड़ में (लगभग)	टिप्पणियां
1	कंसामुंडा	63	136	कनिहा	अंगुल	0.449	1.11	भाग
2	कनिहा	60	131	कनिहा	अंगुल	1.477	3.65	भाग
3	छेलिया	108	175	कनिहा	अंगुल	0.032	0.08	भाग
4	पथरामुंडा	91	178	कनिहा	अंगुल	0.473	1.17	भाग
5	तेलीसिंघा	90	177	कनिहा	अंगुल	0.040	0.10	भाग
6	गुंडुरीनाली	88	159	कनिहा	अंगुल	0.024	0.06	भाग

(1) ग्राम कंसामुंडा में अर्जित किए जाने वाले प्लॉट संख्यांक: 4406/4905, 1691/4893, 1694/4894, 1913, 1914, 1915, 1924, 1925, 1928, 1933, 1926, 1927, 1929, 1932/4377, 1930, 1931, 1932, 3970/ 4350, 4042/4966, 4042/4967.

(2) ग्राम कनिहा में अर्जित किए जाने वाले प्लॉट संख्यांक: 1596, 926/1775, 1559/1687, 1597, 1598, 1599/1780, 910/1839, 1006/1821, 1006/1799, 1006/1820, 1638/1824, 1638/1836, 1639/1837, 1638/1835, 1638/183, 1638/1823, 741/1825, 741/1826, 1595, 1599, 1598/1691, 1595/1745.

(3) ग्राम कनिहा में अर्जित किए जाने वाले प्लॉट संख्यांक: 1231/1681.

(4) ग्राम पथरामुंडा में अर्जित किए जाने वाले प्लॉट संख्यांक: 1335, 228/3328, 120/3265, 120/3457.

(5) ग्राम तेलीसिंघा में अर्जित किए जाने वाले प्लॉट संख्यांक: 2051/2533.

(6) ग्राम गुंडुरीनाली में अर्जित किए जाने वाले प्लॉट संख्यांक: 1039/1707.

अर्जित किए जाने वाले भूमि का विवरण नीचे तालिका में दिया गया है:

अनुसूची

ग्राम	खाता सं.	प्लॉट सं.	किस्म	क्षेत्र (एकड़ में)	अभिलिखित अभिधृति (आरटी) का नाम	आर.टी. के पिता का नाम	मोबाइल संख्या	टिप्पणियां
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
कंसा मुंडा	252/16	4406/4905	टी/1	0.16	शवीर चन्द्रा प्रधान	घासीनाथ प्रधान	9937293293	अभिधृति भूमि
	251	1691/4893	एस/1	0.17	हादी, झारू, बिस्वाल	नीता बिस्वाल	9778772929	-वही-
		1694/4894	एस/1	0.07	वही	वही	वही	वही
	14	1913	एस/2	0.01	ऊजल साहू और साहेब, खागा साहू	पति पंजई साहू और सुपुत्र कथई साहू	9861221444	वही
	137	1914	एस/2	0.01	प्रदीप कुमार साहू और गुआ साहू	हरमोहन साहू और पति बिम्बाधर साहू	9178275083	वही
	221	1915	एस/2	0.02	रामा चन्द्रा स्वैन, जडुनाथ स्वैन	बैजाली स्वैन	7894001308	वही
	252/357	1924	एस/2	0.03	बंसीधर साहू	सुकूर साहू	9861124768	वही
	203	1925	एस/2	0.02	मदन बिस्वाल, सनखली और अराखिता बिस्वाल	मगुनी बिस्वाल और भिकरी बिस्वाल	7008471951	वही
		1928	एस/2	0.01	वही	वही	वही	वही
		1933	एस/2	0.09	वही	वही	वही	वही
	60	1926	एस/2	0.02	चखन्दी साहू	पति ईश्वर साहू	उपलब्ध नहीं	वही
		1927	एस/2	0.01	वही	वही	वही	वही
	48	1929	एस/2	0.01	गोकुलचन्द्रा, नरोत्तम, विशा, सुफाला बेहरा.	सानू बेहरा	7894225012	वही
		1932/4377	एस/2	0.01	वही	वही	वही	वही
	90	1930	एस/2	0.01	दया, बिदेशी, गोबिंदा बेहरा	मधु बेहरा और महारगा	9668748908	वही

					और नीलामणि, पूर्णाचन्द्रा, दिवाकर बेहरा.	बेहरा		
	32	1931	एस/2	0.03	कुलमणि गांधी, चन्द्री, गुरुबरी, बुधई, मांजरी स्वैन	इकदुसिया स्वैन	9437595554	वही
	197	1932	एस/2	0.02	भागीरथी ऊछाब, खाऊदुनी स्वैन	सुरेन्द्रा स्वैन	9777144001	वही
	204	3970/ 4350	टी/2	0.20	मदन बिस्वाल	मगुनी बिस्वाल	7008471951	वही
	252/ 73	4042/ 4966	एस/1	0.12	महाप्रसाद प्रधान	नाबाघन प्रधान	9778321191	वही
	252/ 74	4042/ 4967	एस/1	0.08	भूबनेश्वरी प्रधान	प्रताप चन्द्रा प्रधान	8763760151	वही
कुल: (ग्राम कंसा मुंडा): 1.11 एकड़								
कनिहा	22	1596	एस/3	0.10	घाना बहेरा	हाडी बहेरा	उपलब्ध नहीं	अभिवृत्ति भूमि
	58	926/ 1775	टी/2	0.25	प्राणाबंधु, पदमानव, प्रह्लाद चन्द्रा प्रधान और प्रताप चन्द्र प्रधान, प्रवीन कुमार प्रधान.	परमानंदा प्रधान और नीलाम्बर प्रधान	9439351218	वही
	59	1559/ 1687	टी/2	0.10	पीताम्बर देहुरे	साहेब देहुरे	9861614575	वही
	80	1597	एस/3	0.12	मऊदा नायक और गिरधारी, दया, रतना, पंकज नायक	पत्नी - बसु नायक और सुपुत्र साना नायक	7873572110	वही
		1598	एस/3	0.05	वही	वही	वही	वही
		1599/ 1780	टी/2	0.13	वही	वही	वही	वही
	108/6	910/ 1839	जीबी	0.04	भूबनेश्वरी प्रधान	प्रताप चन्द्रा प्रधान	8763760151	वही

	108/8	1006/ 1821	जीवी	0.22	थाबीर चन्द्रा साहू	भास्कर साहू	9437486897	वही
	108/9	1006/ 1799	जीवी	0.22	नबाधान प्रधान	सुदर्शन प्रधान	9778321191	वही
	108/11	1006/ 1820	जीवी	0.22	रमेश चन्द्र साहू	बाजी साहू	9861336041	वही
	99/32	1638/ 1824	एस/3	0.09	संजीव कुमार साहू और सुशील कुमार साहू	वंसीधर साहू और बिध्याधर साहू	8637252744	वही
		1638/ 1836	एस/3	0.04	वही	वही	वही	वही
		1639/ 1837	एस/3	0.11	वही	वही	वही	वही
	99/28	1638/ 1835	एस/3	0.200	चंद्रामणि नायक, गौरंग चरन नायक	देवहारी नायक	9437616041	वही
	108/2	1638/ 1833	जीवी	0.025	त्रिलोचन प्रधान	चंद्रमणि प्रधान	7077951758	वही
	99/24	1638/ 1823	एस/3	0.025	नरेश चन्द्र साहू	नित्यानंद साहू	9437147296	वही
	99/16	741/ 1825	एस/1	0.300	पलऊ नायक	मदन नायक	7978172909	वही
	99/17	741/ 1826	एस/1	0.290	संस्कार नायक	पलऊ नायक	7978172909	वही
कुल: 2.53 एकड़								
	106	1595	टी/2	0.15	अनाबदी (सरकारी)	सरकारी	उपलब्ध नहीं	सरकारी भूमि
		1599	टी/2	0.85	वही	वही	वही	वही
		1598/ 1691	एस/3	0.05	वही	वही	वही	वही
		1595/ 1745	एस/3	0.07	वही	वही	वही	वही
कुल: 1.12 एकड़								
कुल (ग्राम कनिहा): 2.53 + 1.12 = 3.65 एकड़ (काश्तकारी भूमि+सरकारी भूमि)								
छेलिया	146	1231/ 1681	टी/2	0.08	हदीबंधु साहू	सटरू साहू	9437234315	अभिधृति भूमि
कुल: (ग्राम छेलिया): 0.08 एकड़								
पथरामुंडा	76	1335	एस/2	0.05	पानू, करूणा, मामी, उतमा	भाजी साहू	9778417910	अभिधृति भूमि

					सुरूमा साहू			
	147	228/ 3328	एस/2	0.04	सागर साहू	कल्याण साहू	7381320512	वही
	92	120/ 3265	टी/2	0.92	बीटा साहू	हादी साहू	9337976852	वही
	166/19	120/ 3457	जीबी	0.16	मोहन साहू नकूल साहू , दिबाकर साहू, नीलादरी साहू	बीटा साहू	9337976852	वही
कुल: (ग्राम पथरामुंडा): 1.17 एकड़								
तेलीसिंघा	31	2051/ 2533	एस/1	0.10	कुतरथा साहू	कपिला साहू	9668649760	अभिधृति भूमि
कुल: (ग्राम तेलीसिंघा): 0.10 एकड़								
गुंडुरीनाली	110	1039/ 1707	पतिता	0.06	सत्यनारायण गणनायक, आशा दास, दुहिता दास, देई मोहंते, केरा मोहंते और दीबाकर गणनायक, जानकी सिंह	स्वैपनेश्वर गणनायक और अधिकारी गणनायक	8763021600	अभिधृति भूमि
कुल: (ग्राम गुंडुरीनाली): 0.06 एकड़								
कुल जोड़: 6.17 एकड़								

सीमा विवरण:**ब्लॉक- 'क' :**

ठ - ड : रेखा बिन्दु " ठ " से प्रारंभ होती है जो कंसामुंडा, कनिहा ग्राम और गोहीराडंडा आर.एफ. के मिलन बिन्दु (त्रि-जंक्शन) पर स्थित पिलर के पास स्थित है । इसके बाद यह कनिहा और कंसामुंडा ग्राम की सम्मिलित सीमा के साथ चलती हुई पूर्व दिशा जाती हुई कंसामुंडा ग्राम की प्लॉट संख्या 1507, 1508, 1509, की उत्तरी सीमा होते हुए कंसामुंडा ग्राम की प्लॉट संख्या 1509 के उत्तर-पूर्व कोने तक जाती है । इसके पश्चात, रेखा कनिहा ग्राम में प्रवेश करती है और उत्तर दिशा में जाती हुई प्लॉट संख्या 1777 के पश्चिम, उत्तर एवं पूर्व सीमा को छूती है । प्लॉट संख्या 966 की उत्तरी सीमा को भगत: से छूती हुई प्लॉट संख्या 981 के उत्तरी कोने तक जाती है । यही रेखा प्लॉट संख्या 980, 979, 1027 की उत्तरी सीमा, प्लॉट संख्या 1026 की उत्तर- पूर्वी कोने की तरफ जाती हुई प्लॉट संख्या 1026 के उत्तर- पूर्वी कोने तक जाती है । रेखा उत्तर-पूर्व दिशा में प्लॉट संख्या 1021 की उत्तर-पश्चिम सीमा के साथ जाती हुई , प्लॉट संख्या 1020 की पश्चिमी और उत्तर सीमा से भागत: रूप से तथा प्लॉट संख्या 1008, 1009, 1146 की उत्तरी सीमा के साथ जरडा और कनिहा ग्राम की पश्चिमी छोर तक जाती है । इस ग्राम की सड़क को पार करने के बाद रेखा प्लॉट संख्या 1641 की उत्तरी सीमा के साथ कनिहा और पथरमुंडा ग्राम की सम्मिलित सीमा के साथ बढ़ती है । इसके बाद रेखा पथरमुंडा ग्राम में प्रवेश करती है और प्लॉट संख्या 138 की पश्चिमी सीमा के साथ भागत: दक्षिण दिशा में जाती हुई इसी प्लॉट के दक्षिण- पश्चिम कोने तक जाती है । इसके बाद प्लॉट संख्या 138, 3197 की दक्षिणी सीमा के साथ रेखा पूर्व की तरफ जाती हुई प्लॉट संख्या 3197 के दक्षिण-पूर्वी कोने तक

जाती है। यही रेखा उत्तर- पूर्व दिशा में जाती हुई प्लॉट संख्या 142 की सीमा के साथ भागतः रूप से ,प्लॉट संख्या 175,176 की उत्तरी सीमा, प्लॉट संख्या 456,455,453 की दक्षिणी सीमा के साथ जाती हुई प्लॉट संख्या 453 के दक्षिण-पूर्व कोने तक जाती है। यह उत्तर दिशा की ओर मुड़ती हुई प्लॉट संख्या 453 की पूर्वी सीमा तक जाती हुई प्लॉट संख्या 452 के उत्तर-पश्चिम कोने तक जाती है। यह रेखा प्लॉट संख्या 564,565, 566,579,3218,584 एवं 586 की दक्षिणी सीमा के साथ पूर्व दिशा में जाती हुई प्लॉट संख्या 586 के दक्षिण – पूर्व कोने तक जाते हैं। पुनः यह रेखा उत्तर की ओर मुड़ती है और इसी प्लॉट की पूर्वी सीमा तक होती हुई प्लॉट संख्या 586 के उत्तरी कोने तक जाती है। यह पूर्व दिशा की ओर मुड़ती हुई प्लॉट संख्या 574,590 की दक्षिणी सीमा को आंशिक रूप तक जाती हुई प्लॉट संख्या 590 के दक्षिण-पूर्व कोने तक जाती है। इसके पश्चात, रेखा दक्षिण-पूर्व दिशा की ओर जाती हुई प्लॉट संख्या 589,588 की पश्चिमी सीमा के साथ प्लॉट संख्या 587 की दक्षिणी सीमा को भागतः होती हुई प्लॉट संख्या 596,598,599 की दक्षिणी सीमा से होती हुई बिन्दु “ड” को छूती है जो पथरमुंडा और तेलिसिंघा सड़क के पश्चिमी की ओर स्थित है।

ड – ढ : रेखा “ड” से प्रारंभ होती है और दक्षिण दिशा की ओर मुड़ती हुई पथरमुंडा और तेलिसिंघा सड़क के पूर्वी सीमा के साथ दक्षिण दिशा की ओर बढ़ती हुई प्लॉट संख्या 3166 के उत्तरी कोने तक जा कर बिन्दु “ढ” पर मिलती है।

ढ – ण : रेखा “ढ” से प्रारंभ होकर, तेलिसिंघा और पथरमुंडा ग्राम सड़क को पार करने के पश्चात रेखा प्लॉट संख्या 355 की पूर्वी सीमा के साथ भागतः होकर दक्षिण दिशा की ओर मुड़ती है। इसके बाद प्लॉट संख्या 355 की दक्षिण दिशा की सीमा के साथ चलती हुई पश्चिम दिशा की ओर मुड़ती है और प्लॉट संख्या 3271 की पूर्वी सीमा के साथ जाती हुई दक्षिण की तरफ जाती है। इसके बाद यह इसी प्लॉट की दक्षिणी सीमा के साथ पश्चिम की ओर जाती है और इसी प्लॉट की पश्चिमी सीमा के साथ उत्तर की ओर मुड़ती है। यही रेखा प्लॉट संख्या 341 की पश्चिमी सीमा, प्लॉट संख्या 340 की पूर्वी सीमा के साथ भाग से, प्लॉट संख्या 337,336 की पूर्वी सीमा, 334 की पूर्व और दक्षिणी सीमा, 3234, 3293 की दक्षिणी सीमा के साथ पश्चिमी दिशा की ओर बढ़कर प्लॉट संख्या 3293 की दक्षिण-पश्चिम कोने से होते हुई बिन्दु “ण” पर मिलती है।

ण-त : रेखा बिन्दु “ण” से प्रारंभ होकर प्लॉट संख्या 3293 की पश्चिम-उत्तर सीमा के साथ चलती हुई प्लॉट संख्या 327,326 की उत्तरी सीमा प्लॉट संख्या 325,324,323 की पश्चिमी सीमा, प्लॉट संख्या 322,321 की दक्षिणी-पश्चिमी सीमा, प्लॉट संख्या 3188,270,271,272 की दक्षिणी सीमा, प्लॉट संख्या 284,286 की पूर्वी सीमा, प्लॉट संख्या 287,288 की उत्तर-पूर्व सीमा, प्लॉट संख्या 2357 की उत्तरी पूर्व-दक्षिणी सीमा, प्लॉट संख्या 300,301 की पूर्वी सीमा, प्लॉट संख्या 301 की दक्षिणी-पश्चिमी सीमा, प्लॉट संख्या 299,298,297,296,295,292,291,289 की पश्चिमी सीमा और प्लॉट संख्या 3263 की दक्षिणी तथा भागतः पश्चिमी सीमा, प्लॉट संख्या 3286 की दक्षिणी सीमा, प्लॉट संख्या 3286,3275 की पश्चिमी सीमा, प्लॉट संख्या 3191 की दक्षिणी-पश्चिमी सीमा से होकर जाती है। इसके बाद रेखा पश्चिम की ओर मुड़ती है और प्लॉट संख्या 3196 की दक्षिणी सीमा, प्लॉट संख्या 137 की दक्षिण-पूर्व सीमा के साथ चलती है। इसके बाद रेखा दक्षिण दिशा की ओर जाती है और कनिहा से जरडा तक जाने वाले ग्राम सड़क की पूर्वी सीमा के साथ चलती हुई प्लॉट संख्या 61 के उत्तरी कोने तक जाती है। इसके बाद यह दक्षिण दिशा की ओर चलती हुई प्लॉट संख्या 3266 की दक्षिण-पश्चिम सीमा से होकर प्लॉट संख्या 120 की भागतः दक्षिणी सीमा से होती हुई बिन्दु “त” तक जाती है।

त – थ: रेखा बिन्दु “त” से प्रारंभ होती है जो पथरमुंडा ग्राम की प्लॉट संख्या 93 के उत्तर-पूर्वी कोने पर स्थित है और प्लॉट संख्या 93,94 की पूर्वी सीमा के साथ होती हुई प्लॉट संख्या 105 के उत्तर-पूर्व और भागतः पश्चिमी सीमा, प्लॉट संख्या 106,119,118,116 की पूर्वी सीमा से होकर जाती है तथा तेलिसिंघा और पथरमुंडा ग्राम की सम्मिलित सीमा के साथ चलती है। यह रेखा बाई जंक्शन पिलर को पार करने के बाद प्लॉट संख्या 3294 को आंशिक रूप से पार करती है। इसके पश्चात, प्लॉट संख्या 3294 भागतः की उत्तरी सीमा होते हुए बाई जंक्शन पिलर को पार करने के पश्चात यह प्लॉट संख्या 3294 को भागतः साथ-साथ होती हुई प्लॉट संख्या 3291 की उत्तरी और पूर्वी सीमा के साथ चलती है। पुनः रेखा तेलिसिंघा और पथरमुंडा ग्रामों की सम्मिलित सीमा के साथ चलती है। बाई –जंक्शन पिलर को पार करने के पश्चात रेखा प्लॉट संख्या 322 की पश्चिमी सीमा तथा प्लॉट संख्या 319 की पूर्वी, उत्तरी तथा पश्चिमी सीमा के साथ चलती है। पुनः रेखा प्लॉट संख्या 322 की पूर्वी सीमा के साथ-साथ उन्हीं ग्रामों के सम्मिलित सीमा तक जाती है। रेखा ग्राम की सीमा के साथ पूर्वी दिशा की ओर चलती हुई बिन्दु “थ” तक जाती है।

थ-द: रेखा बिन्दु “थ” से प्रारंभ होती है जो तेलिसिंघा ग्राम की प्लॉट संख्या 710 के उत्तर-पूर्व कोने पर स्थित है। तब, रेखा प्लॉट संख्या 3123,3124,3128,3129,3144 की पश्चिमी सीमा के साथ होती हुई प्लॉट संख्या 3145 की पश्चिमी और

दक्षिणी सीमा, प्लॉट संख्या 3146, 3147 की दक्षिणी सीमा, प्लॉट संख्या 3151 की पश्चिमी सीमा, प्लॉट संख्या 3152 की पश्चिम और दक्षिण की ओर से तेलीसिंघा और पथरमुंडा ग्राम की सम्मिलित सीमा पर बाई-जंक्शन पिलर तक पहुँचती है। इसके पश्चात् रेखा तेलीसिंघा ग्राम में प्रवेश करती है और प्लॉट संख्या 771 के दक्षिण-पश्चिम में बिन्दु “द” तक जाती है।

द-ध : रेखा बिन्दु “द” से प्रारंभ होती है जो प्लॉट संख्या 772 के उत्तर-पश्चिम कोने और तेलीसिंघा रोड के उत्तर-पश्चिम की ओर स्थित है। रेखा “द - ध” उत्तर-पूर्व दिशा की ओर प्लॉट संख्या 771 की उत्तर-पूर्व तरफ से चलती हुई बिन्दु “ध” तक जाती है।

ध-न : रेखा बिन्दु “ध” से प्रारंभ होती है जो तेलीसिंघा, आम्बपाल और बीजीगोल ग्रामों के त्रि-जंक्शन पिलर पर स्थित है। तब रेखा तेलीसिंघा और बीजीगोल ग्राम की सम्मिलित सीमा के साथ चलती हुई उत्तर-पश्चिम दिशा की ओर बढ़कर तेलीसिंघा, लोधाबंध और बीजीगोल ग्रामों के त्रि-जंक्शन पिलर तक जाती है। पुनः यह रेखा उत्तर दिशा की ओर मुड़ती है और पथरमुंडा और लोधाबंध ग्रामों की सम्मिलित सीमा से होती हुई बिन्दु “न” तक जाती है।

न-प : रेखा बिन्दु “न” से प्रारंभ होती है जो पथरमुंडा ग्राम की प्लॉट संख्या 2849 के उत्तर-पूर्वी कोने पर स्थित है। फिर यह रेखा प्लॉट संख्या 2849, 2848, 2854 और 2855 की उत्तरी सीमा के साथ चलती है। इसके बाद यह उत्तर-पूर्व दिशा की ओर मुड़ती है और प्लॉट संख्या 2844 सड़क के पूर्वी किनारे से होकर जाती है। इसके बाद यह प्लॉट संख्या 2737, 2736, 2739, 2741 और 2805 की पूर्वी सीमा से होकर जाती है। यह रेखा प्लॉट संख्या 2805, 2801, 2800, 2790, 2791 की उत्तरी सीमा के साथ पश्चिम दिशा की ओर चलती हुई पथरमुंडा बस्ती में प्रवेश करती है और प्लॉट संख्या 1821, 1818 की उत्तरी सीमा के साथ चलती है। इसके बाद प्लॉट संख्या 1813 की पश्चिमी सीमा, 1813 की उत्तरी सीमा, 1548 की पूर्वी सीमा और 1548, 1547, 1546, 1545 की उत्तरी सीमा से होकर गुजरती और दक्षिण दिशा की ओर प्लॉट संख्या 1545 की पश्चिमी सीमा के साथ चलती है। पुनः यह पश्चिम दिशा की ओर प्लॉट संख्या 1560 के उत्तर-पश्चिम कोने और 3256, 1526, 1541 की उत्तरी सीमा के साथ मुड़ती है। पुनः यह दक्षिण दिशा की ओर प्लॉट संख्या 1540 की पूर्वी सीमा और 1539, 1537, 1533 की उत्तरी सीमा के साथ मुड़ती है। इसके पश्चात्, यह दक्षिण दिशा की ओर मुड़ती हुई प्लॉट संख्या 1533 की पश्चिमी सीमा और 1534 की भागतः सीमा के साथ चलती है। इसके बाद यह रेखा उत्तर दिशा की ओर मुड़ती है तथा 1525 के पूर्वी किनारे के साथ 1526, 1522, 1514 की उत्तरी सीमा और 1513 के भाग के साथ चलती है। इसके पश्चात्, यह 1295 की पूर्वी सीमा 1295 की उत्तरी सीमा, 1295 की आंशिक पश्चिमी सीमा से होकर गुजरती है। पुनः यह प्लॉट संख्या 3250 की उत्तरी सीमा को पार करती है एवं 1354 की सीमा को आंशिक छूती है। इसके बाद रेखा उत्तरी दिशा की ओर प्लॉट संख्या 1353, 1323, 1322 के पूर्वी किनारे के साथ चलती है। इसके बाद यह प्लॉट संख्या 1322 की उत्तरी सीमा, प्लॉट संख्या 1320 की उत्तर-पूर्व, प्लॉट संख्या 1319 की उत्तरी सीमा, प्लॉट संख्या 1319 की भागतः पश्चिमी सीमा, प्लॉट संख्या 1316, 1315 की उत्तरी सीमा से होकर जाती हुई गाँव की सड़क को छूती है। इस सड़क को पार करने के बाद रेखा प्लॉट संख्या 603, 602 की दक्षिणी सीमा, प्लॉट संख्या 602 की पश्चिमी, प्लॉट संख्या 515 की पूर्व-उत्तर सीमा से होकर गुजरती है। पुनः यह प्लॉट संख्या 517 की भागतः पश्चिम, प्लॉट संख्या 518 की दक्षिण, प्लॉट संख्या 519 की भागतः पूर्व, प्लॉट संख्या 519 की दक्षिण, प्लॉट संख्या 519 की पश्चिम से होकर गुजरती है। इसके पश्चात्, यह प्लॉट संख्या 521, 522, 523 की दक्षिण-पश्चिम से होकर गुजरती है। पुनः यह रेखा प्लॉट संख्या 523 की पश्चिम, प्लॉट संख्या 523 के उत्तर से होकर गुजरती है। इसके पश्चात्, यह प्लॉट संख्या 524 की उत्तरी सीमा, प्लॉट संख्या 525 के पूर्व, प्लॉट संख्या 525, 526 के उत्तर, प्लॉट संख्या 527 के पूर्व, प्लॉट संख्या 3242, 530 के उत्तर, प्लॉट संख्या 530 के पश्चिम से होकर गुजरती है। इसके पश्चात् प्लॉट संख्या 534 के उत्तर, प्लॉट संख्या 535 के पूर्व, प्लॉट संख्या 535, 468 के उत्तर से होकर गुजरती है। इसके पश्चात्, यह रेखा प्लॉट संख्या 3341 के भागतः पूर्वी भाग, प्लॉट संख्या 3341 के उत्तर, प्लॉट संख्या 3341 के पश्चिम, प्लॉट संख्या 3225 के दक्षिण के साथ उत्तर की ओर मुड़ती है। इसके पश्चात्, यह रेखा कनिहा और पथरमुंडा की सम्मिलित सीमा को छूती है और उत्तर की ओर मुड़ती है तथा उसी गाँव की सीमा के साथ बढ़ती हुई कनिहा बस्ती के बाई-जंक्शन पिलर तक जाती है। फिर, यह रेखा कनिहा बस्ती की दक्षिण सीमा साथ बढ़ती हुई कनिहा-जरडा ग्राम सड़क प्लॉट संख्या 1148 के बिन्दु “प” को छूती है।

प-फ : रेखा बिन्दु “प” से प्रारंभ होती है और उत्तर दिशा की ओर मुड़ती है, कनिहा बस्ती सीमा के पश्चिमी किनारे के साथ आगे बढ़ते हुए प्लॉट संख्या 627 के पूर्वी कोने तक जाती है जो बिन्दु “फ” है।

फ-ब: रेखा बिन्दु “फ” से प्रारंभ होती है और प्लॉट संख्या 627, 625, 624 और 623 की उत्तरी सीमा से होकर गुजरती है, फिर यह प्लॉट संख्या 635, 636 की पश्चिमी सीमा, प्लॉट संख्या 638, 640, 641, 642, 644, 646, 647, की उत्तरी सीमा तथा 648 से भागतः गुजरती है। इसके पश्चात, यह प्लॉट सं. 648, 650, 651, 653, 654, 1650 की पश्चिमी सीमा, प्लॉट संख्या 742 की उत्तरी सीमा, प्लॉट संख्या 743 की उत्तरी-पूर्वी, प्लॉट संख्या 750, 751 के आंशिक उत्तर, प्लॉट संख्या 752 के पूर्व, प्लॉट संख्या 752 के उत्तर, प्लॉट संख्या 772 के आंशिक पश्चिम से होती हुई पुनः यह रेखा प्लॉट संख्या 753, 754, 755, 770, 771, 772, 773 की उत्तरी सीमा, प्लॉट संख्या 773, 768 की पश्चिमी सीमा और 1784 की आंशिक उत्तर-पश्चिम सीमा से होकर गुजरती है। इसके पश्चात, यह प्लॉट सं. 777 के उत्तर प्लॉट संख्या 777 के पश्चिम प्लॉट संख्या 779 के उत्तर से होकर गुजरती है। इसके पश्चात यह रेखा पश्चिम दिशा की ओर मुड़कर प्लॉट संख्या 792, 858, 857 की उत्तरी सीमा और प्लॉट संख्या 857 के भागतः पश्चिम, प्लॉट संख्या 839 के उत्तर, प्लॉट संख्या 839 के पश्चिमी किनारे के साथ चलती है। इसके पश्चात, यह प्लॉट संख्या 856 की भागतः पश्चिमी सीमा, प्लॉट संख्या 852, 856 के पश्चिम, प्लॉट संख्या 856 उत्तर-पश्चिमी सीमा के साथ गुजरती है। इसके पश्चात, यह रेखा पूर्व दिशा की ओर मुड़कर प्लॉट संख्या 856 की पश्चिम सीमा, प्लॉट संख्या 865, 866 की दक्षिणी सीमा संख्या प्लॉट संख्या 869 की पश्चिमी सीमा, प्लॉट संख्या 868 की दक्षिणी सीमा के साथ चलती है। इसके पश्चात, ये रेखा दक्षिणी दिशा की ओर मुड़कर प्लॉट संख्या 869 की भागतः पश्चिमी सीमा के साथ चलती हुई सड़क के उत्तरी किनारे तक पहुँचती है और पश्चिम दिशा की ओर मुड़ती है और इसी सड़क के उत्तरी किनारे के साथ बढ़ती हुई गोहिरादंडा आर.एफ. और कनिहा गाँव के बाई - जंक्शन पिलर के बिन्दु “ब” तक जाती है।

ब-ठ: पुनः यह रेखा दक्षिणी दिशा की ओर कनिहा ग्राम और गोहिरादंडा आर.एफ. की सम्मिलित सीमा के साथ चलती हुई इस गाँव के बाई जंक्शन पिलर की छूती है तथा बिन्दु “ठ” पर मिलती है।

ब्लॉक – ‘ख’ :

ट-ज: रेखा बिन्दु “ट” से प्रारंभ होती है जो जयपुर और कंसामुंडा ग्राम की सम्मिलित सीमा और प्लॉट संख्या 280 तथा 4003 की सम्मिलित सीमा पर स्थित है। फिर, यह पश्चिम दिशा की ओर उसी सम्मिलित ग्राम सीमा के साथ बढ़ती हुई कंसामुंडा ग्राम की प्लॉट संख्या 3894 के दक्षिण-पश्चिम कोने के बिन्दु “ज” को छूती है।

ज-झ: रेखा बिन्दु “ज” से प्रारंभ होती है जो उत्तर दिशा की ओर मुड़ जाती है। रेखा कंसामुंडा गाँव में प्रवेश करती है और प्लॉट संख्या 3894, 3886, 3885, 3881 3880, 3879, 3874 की पश्चिमी सीमा को छूती हुई नाला तक जाती है, इसके पश्चात, यह दक्षिण-पश्चिम दिशा की ओर मुड़ती है और उसी नाले के दक्षिणी किनारे के साथ आगे बढ़ती है इसके पश्चात, यह उत्तर दिशा की ओर मुड़ती है और प्लॉट संख्या 3915, 3928, 3688, 4510, 4511, 4512 की पश्चिमी सीमा के साथ चलती हुई प्लॉट संख्या 3615 के दक्षिण-पश्चिम कोने तक पहुँचती है, इसके पश्चात यह रेखा उत्तर-पश्चिम दिशा की ओर मुड़ती और प्लॉट संख्या 4515 की पश्चिमी सीमा से होकर गुजरती है, इसके पश्चात यह उत्तर दिशा की ओर मुड़ती है और सड़क पार करती हुई प्लॉट संख्या 1959 की पश्चिमी सीमा के साथ आगे बढ़ती हुई प्लॉट संख्या 1959 के उत्तर-पश्चिम कोने तक जाती है, इसके पश्चात, यही रेखा पूर्व दिशा की ओर मुड़ती है और प्लॉट संख्या 1959 की उत्तरी सीमा से होकर गुजरती हुई प्लॉट संख्या 1957 के पश्चिमी कोने तक जाती है। पुनः यह रेखा उत्तर-पूर्व दिशा की ओर मुड़ती है और प्लॉट संख्या 1957, 1962, 1963, 1887, 1828 की पश्चिमी सीमा के साथ चलती हुई कंसामुंडा गाँव की सड़क को छूती है। पुनः यह रेखा दक्षिण-पश्चिम दिशा की ओर मुड़ती है और इसी सड़क के दक्षिणी किनारे के साथ आगे बढ़ती है, इसके पश्चात, यह रेखा उत्तर दिशा की ओर मुड़ती है और इसी सड़क को पार करती है और सड़क की छोर तक जाती है, इसके पश्चात यह रेखा पूर्व की ओर मुड़ती है और प्लॉट संख्या 1827 के उत्तरी किनारे से होकर गुजरती है, इसके पश्चात, यह उत्तर दिशा की ओर मुड़ती है और प्लॉट संख्या 1823, 1824 के पश्चिमी किनारे से होती हुई बिन्दु “झ” तक पहुँचती है जो प्लॉट संख्या 1824 तथा 1814 की साझा उत्तर-पश्चिम सीमा पर स्थित है।

झ-ज: रेखा बिन्दु “झ” से प्रारंभ होती है और पूर्व की तरफ चलते हुए प्लॉट संख्या 1817 के दक्षिण-पूर्व कोने तक जाती है। पुनः यह उत्तर दिशा में मुड़ती है और प्लॉट संख्या 1817 की पूर्वी सीमा के साथ चलती हुई प्लॉट संख्या 1818 तक पहुँचती है। पुनः यह रेखा पूर्व की ओर प्लॉट संख्या 1822, 1821 की पूर्वी सीमा के साथ चलती हुई प्लॉट संख्या 1785 के दक्षिण-पूर्व कोने तक जाती है। इसके पश्चात, रेखा उत्तर दिशा की ओर मुड़ती है और प्लॉट संख्या 1782 की पश्चिम सीमा से होकर गुजरती हुई प्लॉट संख्या 1782 के उत्तर-पश्चिम कोने तक जाती है। पुनः यह पूर्व दिशा की ओर मुड़ती है और प्लॉट संख्या

1782, 1781, 1780 के उत्तरी किनारे से होकर गुजरती है और इसके पश्चात, यह उत्तर दिशा की ओर मुड़ती है और 1777 की भागतः पश्चिमी सीमा के साथ चलती हुई प्लॉट संख्या 1777 के उत्तर-पश्चिम कोने तक जाती है पुनः यह रेखा उत्तर-पूर्व दिशा की ओर मुड़ती और प्लॉट संख्या 1777, 4698, 1775, 4701, 1773 की उत्तर सीमा के साथ चलती हुई यह दक्षिण दिशा की ओर मुड़ती है और प्लॉट संख्या 1773 की पूर्वी सीमा के साथ चलती हुई बिन्दु “ज” पर पहुँचती है।

ज-ट: रेखा बिन्दु-“ज” से प्रारंभ होती है और दक्षिण दिशा की ओर मुड़कर प्लॉट संख्या 4708 की पश्चिम सीमा के साथ चलती हुई कंसासुंडा ग्राम सड़क को छूती है। इसके पश्चात, यह प्लॉट संख्या 1759 की भागतः उत्तरी सीमा से और प्लॉट संख्या 1759 से होकर गुजरती है। इसके पश्चात यह प्लॉट संख्या 1682 और 1757 की उत्तरी तथा भागतः पश्चिमी सीमा के साथ, प्लॉट संख्या 1751 की उत्तरी और पश्चिमी सीमा, प्लॉट संख्या 1752 की भागतः पश्चिमी सीमा, प्लॉट संख्या 1754 की उत्तरी तथा पश्चिमी सीमा, प्लॉट संख्या 1741 की उत्तरी सीमा, प्लॉट संख्या 1740 की उत्तरी और भागतः पश्चिमी सीमा, प्लॉट संख्या 1737 की उत्तरी और पश्चिमी सीमा, प्लॉट संख्या 1706 की भागतः पश्चिमी सीमा, प्लॉट संख्या 4412 की उत्तरी तथा पश्चिमी सीमा, प्लॉट संख्या 1707 की पश्चिमी सीमा, प्लॉट संख्या 1713 की भागतः उत्तरी सीमा, प्लॉट संख्या 1726 की उत्तरी और पश्चिमी सीमा, प्लॉट संख्या 1721 की भागतः उत्तरी तथा पश्चिमी सीमा, प्लॉट संख्या 4577 की पश्चिमी सीमा, प्लॉट संख्या 4839 की उत्तरी और पश्चिमी सीमा, प्लॉट संख्या 1974 की भागतः उत्तरी सीमा और प्लॉट संख्या 1974 से होकर गुजरती है। इसके पश्चात, यह प्लॉट संख्या 4060 की उत्तरी और भागतः पश्चिमी सीमा के साथ, प्लॉट संख्या 3962 की भागतः उत्तरी सीमा के साथ गुजरती है। प्लॉट संख्या 3963 की पूर्वी-उत्तरी और पश्चिमी सीमा, प्लॉट संख्या 3962 की भागतः पश्चिमी सीमा, प्लॉट संख्या 4615 की पश्चिमी सीमा तथा प्लॉट संख्या 4615 तथा 4055 की आंशिक पश्चिमी सीमा, प्लॉट संख्या 4047 एवं 4046 की उत्तरी सीमा, प्लॉट संख्या 4045 की उत्तरी, पश्चिमी और दक्षिणी सीमा तथा प्लॉट संख्या 4050 की आंशिक पश्चिमी सीमा, इसके पश्चात, रेखा प्लॉट संख्या 4038 की उत्तरी और पश्चिमी सीमा के साथ प्लॉट संख्या 4036 की भागतः पश्चिमी सीमा, प्लॉट संख्या 4024, 4026 की उत्तरी और पश्चिमी सीमा, प्लॉट संख्या 4017, 4013, 4011, 4005 और 4004 की पश्चिमी सीमा से चलती हुई कंसासुंडा तथा जयपुर गाँव की सम्मिलित सीमा के बिन्दु “ट” पर मिलती है।

ब्लॉक- 'ग' :

क-ख: रेखा बिन्दु-“क” से प्रारंभ होती है जो जमानिया, अद्वैताप्रसाद और मालापसी ग्रामों के त्रि- जंक्शन पिलर पर स्थित है और दक्षिण की तरफ मुड़कर मालापसी तथा जमानिया गांवों की सम्मिलित सीमा के साथ आगे बढ़ती है। इसके पश्चात यह रेखा गुंडुरिनाली, जमानिया और मालापसी त्रि-जंक्शन पिलर को छूती है। यही रेखा दक्षिण-पूर्व दिशा की ओर गुंडुरिनाली और जमानिया गांवों की सम्मिलित सीमा के साथ चलती हुई जमानिया गाँव की प्लॉट संख्या 399 की पश्चिमी सीमा को छूती है। इसके पश्चात, यह प्लॉट संख्या 485 की उत्तर-पश्चिम सीमा से होकर गुंडुरिनाली गाँव में प्रवेश करती है। इसके पश्चात यह दक्षिण-पूर्व दिशा की ओर इसी प्लॉट की सीमा के साथ मुड़ती है। इस बिन्दु को छूने के पश्चात यह प्लॉट संख्या 486 की दक्षिणी-पश्चिमी सीमा की तरफ मुड़ती है। पुनः यह इस प्लॉट की सीमा के साथ दक्षिण-पूर्व दिशा की ओर मुड़ती हुई बढ़ती है। इसके पश्चात, यह रेखा दक्षिण-पश्चिम की ओर चलती है और प्लॉट संख्या 973 की पश्चिमी सीमा तथा 972 की उत्तरी सीमा के साथ आगे बढ़ती हुई दक्षिण दिशा की ओर प्लॉट संख्या 972, 1064, 1066, 1068 और 1070 की पश्चिमी सीमा के साथ आगे बढ़ती है। पुनः यह पूर्व दिशा की ओर मुड़ती है और प्लॉट संख्या 1070 की दक्षिणी सीमा से होकर गुजरती है। इसके पश्चात, यह रेखा दक्षिणी सीमा से होकर गुजरती है। इसके पश्चात, यह रेखा दक्षिण की तरफ मुड़ती है और प्लॉट संख्या 1074 और 1075 की पश्चिमी सीमा से गुजरती है। पुनः यह रेखा दक्षिण-पूर्व दिशा की ओर मुड़ती है और प्लॉट संख्या 1075 और 1838 की दक्षिणी सीमा के साथ आगे बढ़ती है। प्लॉट संख्या 1838 और 1059 के साझा बिन्दु को स्पर्श करने के बाद यह पूर्व की ओर मुड़कर प्लॉट संख्या 1059 की दक्षिणी सीमा के साथ आगे बढ़ती हुई गाँव की सड़क को छूती है। इसके पश्चात पुनः यह दक्षिण दिशा की ओर मुड़ती है और इसी सड़क के पश्चिमी किनारे के साथ होती हुई उसी सड़क के अंतिम बिन्दु तक जाती है और पूर्व की तरफ मुड़ती है तथा इसकी चौड़ाई से होकर गुजरती है। यह रेखा उत्तर- पश्चिम दिशा की ओर इसी सड़क के पूर्वी किनारे के साथ आगे बढ़ती हुई प्लॉट संख्या 1796 के उत्तर-पश्चिम कोने तक पहुँचती है। इसके पश्चात यह पूर्व दिशा की ओर मुड़कर प्लॉट संख्या 1795 की दक्षिणी सीमा के साथ बढ़ती हुई प्लॉट संख्या 1795 और 1796 के पूर्व के सम्मिलित बिन्दु तक जाती है। पुनः यह दक्षिण दिशा की ओर मुड़ती है और प्लॉट संख्या 1796 और 1797 की पूर्वी सीमा के साथ आगे बढ़ती है तथा इसके पश्चात यह पश्चिम दिशा की ओर मुड़कर प्लॉट संख्या 1797 और 1798 की पूर्वी सम्मिलित सीमा तक जाती है। इसके पश्चात यह दक्षिण दिशा की ओर बढ़ती है और प्लॉट संख्या 1798 के पूर्वी किनारे के साथ आगे बढ़ती है और

यह पश्चिम दिशा की ओर मुड़कर इसी प्लॉट की दक्षिणी सीमा के साथ प्लॉट संख्या 1798 और 1800 के साझा बिन्दु तक जाती है। पुनः यह दक्षिण की ओर मुड़ती है और प्लॉट संख्या 1800 की भागतः पूर्वी सीमा के साथ बढ़ती हुई बिन्दु-“ख” तक जाती है।

ख-ग : रेखा बिन्दु-“ख” से प्रारंभ होती है जो गुंडुरिनाली ग्राम के प्लॉट संख्या 1054 के दक्षिण-पश्चिम किनारे के सम्मिलित बिन्दु पर स्थित है। इसके पश्चात रेखा प्लॉट संख्या 1054 की दक्षिणी सीमा से होकर गुजरती हुई गुंडुरिनाली और छेलिया गांवों की सम्मिलित सीमा तक पहुँचती है और छेलिया गाँव की प्लॉट संख्या 1826 की दक्षिणी सीमा से छेलिया गाँव में प्रवेश करती है। इसके पश्चात यह उत्तर दिशा की ओर मुड़ती हुई इसी प्लॉट की पूर्वी सीमा के साथ बढ़ती हुई प्लॉट संख्या 1708 और 1826 के सम्मिलित बिन्दु तक जाती है। इसके पश्चात, यह प्लॉट संख्या 1708, 1620 और 21 की दक्षिणी सीमा से होती हुई 21 और 46 के सम्मिलित बिन्दु तक जाती है। पुनः यह दक्षिण दिशा की ओर मुड़कर प्लॉट संख्या 46, 47 के पश्चिमी किनारे और 47 के दक्षिणी छोर के साथ चलती हुई प्लॉट संख्या 47 और 48 के सम्मिलित बिन्दु तक जाती है। इसके पश्चात यह दक्षिण दिशा की ओर मुड़ती है और प्लॉट संख्या 61, 65, 64 और 74 की दक्षिणी सीमा के साथ चलती हुई प्लॉट संख्या 74 तथा 75 के सम्मिलित बिन्दु तक जाती है। पुनः यह रेखा पूर्व दिशा की ओर मुड़ती है और प्लॉट संख्या 74 की दक्षिणी सीमा के साथ चलती हुई दक्षिण-पूर्व दिशा की ओर मुड़कर प्लॉट संख्या 1769 के पश्चिमी किनारे के साथ चलती हुई पुनः यह उत्तर-पूर्व दिशा की ओर आगे बढ़ती है और प्लॉट संख्या 1769 की दक्षिणी सीमा के साथ आगे बढ़ती हुई प्लॉट संख्या 139 के दक्षिणी किनारे तक जाती है। पुनः यह दक्षिण-पूर्व दिशा की ओर मुड़ती है और प्लॉट संख्या 139, 137 के दक्षिणी किनारे के साथ बढ़ती हुई प्लॉट संख्या 135 के प्रारंभिक बिन्दु तक जाती है। प्लॉट संख्या 137 की चौड़ाई को पर करने के बाद रेखा उत्तर-पश्चिम दिशा की प्लॉट संख्या 137 के भागतः पूर्वी छोर के साथ मुड़ती है और प्लॉट संख्या 137 तथा 248 के सम्मिलित बिन्दु को छूती है। पुनः यह उत्तर दिशा की मुड़ती है और प्लॉट संख्या 248 के पूर्वी किनारे के साथ चलती प्लॉट संख्या 274 तक पहुँचती है। पुनः यह रेखा दक्षिण-पूर्व दिशा की ओर मुड़ती है और प्लॉट संख्या 274, 1690, 276, 1662, 1473, 590, 545 तथा 543 की दक्षिणी सीमा के साथ आगे बढ़ती है और प्लॉट संख्या 543 के दक्षिणी कोने को छूती है। पुनः यह उत्तर-पूर्व दिशा की ओर मुड़ती है और प्लॉट संख्या 488 की पश्चिमी सीमा के साथ आगे बढ़ती है तथा पूर्व दिशा की ओर प्लॉट संख्या 542, 541, 501, 502, 504, 480, 441, 436, 420, 421, 422 की दक्षिणी सीमा के साथ आगे बढ़ती हुई छेलिया ग्राम सड़क तक जाती है। पुनः यही रेखा उत्तर दिशा की ओर मुड़ती है और इसी सड़क के आंशिक पश्चिमी किनारे के साथ आगे बढ़ती हुई प्लॉट संख्या 995 और सड़क के सम्मिलित बिन्दु तक जाती है। इसके पश्चात यह पूर्व दिशा की ओर मुड़ती है और प्लॉट संख्या 1199 के दक्षिणी कोने तक जाती है। पुनः यह दक्षिणी दिशा की ओर मुड़ती है और प्लॉट संख्या 1199, 1200 तथा 1483 के पश्चिमी किनारे से होकर गुजरती हुई प्लॉट संख्या 1483 के दक्षिण-पश्चिम कोने तक जाती है। पुनः यह पूर्व दिशा की ओर मुड़ती है और 1483, 1484, 1201, 1202, 1203 के दक्षिणी किनारे से होकर गुजरती है तथा प्लॉट संख्या 1363, 1207, 1364, 1681 की दक्षिणी सीमा और 1485, 1232, 1233, 1530, 1531, 1697, 1696, 1695, 1694, 1693, 1470, 1678, 1687, 1186 तथा 1184 के भागतः पूर्व से होकर गुजरती है और पुनः यह दक्षिण-पूर्व दिशा की ओर मुड़ती है और प्लॉट संख्या 1318, 1319, 1320, 1321, 1322 तथा 1327 के पूर्वी किनारे के साथ बढ़ती हुई बिन्दु- “ग” तक जाती है जो छेलिया, कथारमुंडा और बड़त्रिविड़ा के त्रि- जंक्शन पिलर पर स्थित है।

ग-घ : रेखा बिन्दु – “ ग ” से प्रारंभ होती है और प्लॉट संख्या 1171 के पूर्वी किनारे के साथ उत्तर दिशा की ओर बढ़ती है जो छेलिया और कहारमुंडा ग्राम की सम्मिलित सीमा है यह प्लॉट संख्या 1170 के पूर्वी कोने तक जाती है। पुनः यह रेखा उत्तर-पूर्व की ओर मुड़ती है और उसी सम्मिलित ग्राम सीमा से होकर गुजरती हुई छेलिया, कहारमुंडा और कमरेई ग्रामों के त्रि-जंक्शन पिलर तक जाती है। इसके पश्चात यह रेखा उत्तर दिशा की तरफ छेलिया और मथारगड़ी आर एफ़ से होकर जाती है। पुनः यह उसी दिशा में छेलिया ग्राम और मथारगड़ी आर एफ़ की सम्मिलित सीमा के साथ बढ़ती हुई बिन्दु-“घ” को छूती है जो कमरेई और मथारगड़ी आर एफ़ की सम्मिलित सीमा के घुमावदार बिन्दु पर स्थित है।

घ – ड : बिन्दु “घ” से रेखा प्रारंभ होती और कमरेई और मथारगड़ी आर.एफ़. की सम्मिलित सीमा की पूर्व दिशा की ओर बढ़ती हुई बिन्दु “ड” तक जाती है जो उसी आर. एफ़. की पूर्वी सीमा का सम्मिलित बिन्दु है।

ड -च : रेखा बिन्दु “ड” से प्रारंभ होती हुई उत्तर-पश्चिम दिशा की ओर मुड़ती है और कमरेई ग्राम और मथारगड़ी आर एफ़ की सम्मिलित सीमा के साथ आगे बढ़ती हुई कमरेई ग्राम की प्लॉट संख्या 2550 के पश्चिमी कोने तक जाती है और पुनः यह उत्तर-पूर्व दिशा की ओर मुड़ती है और कमरेई और दादासिंघा ग्राम की सम्मिलित सीमा से होकर गुजरती हुई तेलीसिंघा, कमरेई और दादासिंघा के ट्राई जंक्सन पिलर को पार करती हुई तेलीसिंघा और दादासिंघा के बाई जंक्सन पिलर तक जाती है। पुनः यह रेखा उत्तर दिशा की ओर मुड़ती है और दादासिंघा एवं तेलीसिंघा ग्राम की सम्मिलित सीमा से होती हुई तेलीसिंघा और आम्बपाल एवं दादासिंघा ग्रामों के ट्राई जंक्सन पिलर तक जाती है। पुनः यह उसी दिशा में तेलीसिंघा और आम्बपाल

ग्रामों की सम्मिलित सीमा के साथ बढ़ती हुई बिन्दु “च” तक जाती है जो उसी सम्मिलित सीमा तथा तेलीसिंघा ग्रामों की प्लॉट संख्या 2594 के उत्तर-पूर्वी कोने पर स्थित है।

च – छ : रेखा बिन्दु “च” से प्रारंभ होकर तेलीसिंघा ग्राम की प्लॉट संख्या 2594 की उत्तरी सीमा के साथ पश्चिम की ओर आगे बढ़ती है पुनः दक्षिण दिशा की ओर मुड़ती है और इसी प्लॉट की भागतः पश्चिम सीमा के साथ आगे बढ़ती है। इसके पश्चात्, यह प्लॉट संख्या 817, 816, 815 और 813 की उत्तरी सीमा के साथ पश्चिम दिशा की ओर आगे बढ़ती हुई प्लॉट संख्या 813 के उत्तर पश्चिम कोने तक जाती है। इसके पश्चात् यह प्लॉट संख्या 813 और 814 की पश्चिमी सीमा के साथ दक्षिण दिशा की ओर चलती है। प्लॉट संख्या 814 के दक्षिण-पश्चिम कोने पर पहुँचने के पश्चात् पुनः यह पश्चिम दिशा की ओर मुड़ जाती है और प्लॉट संख्या 837, 840 तथा 841 की उत्तरी सीमा के साथ आगे बढ़ती है। पुनः यह दक्षिण दिशा की ओर मुड़ जाती है और प्लॉट संख्या 840 की पश्चिमी सीमा के साथ बढ़ती है। इसके पश्चात् यह प्लॉट संख्या 844, 868, 869 और 870 की उत्तरी सीमा के साथ उत्तर-पश्चिम दिशा की ओर मुड़ जाती है। इसके पश्चात् यह प्लॉट संख्या 870, 871, 874 876 और 880 की उत्तरी सीमा के साथ दक्षिण-पश्चिम में मुड़ जाती है और प्लॉट संख्या 880 के दक्षिण-पश्चिम कोने तक जाती है। पुनः यह पश्चिम दिशा की ओर मुड़ती है और प्लॉट संख्या 881 की आंशिक उत्तरी सीमा के साथ चलती हुई तेलीसिंघा ग्राम की सड़क के पूर्वी किनारे तक जाती है। पुनः यह दक्षिण-पश्चिम दिशा की ओर मुड़ती है और इसी ग्राम सड़क के पूर्वी किनारे के साथ प्लॉट संख्या 2019 तक जाती है। पुनः यह रेखा दक्षिण-पश्चिम दिशा की ओर मुड़ती है और प्लॉट संख्या 2019, 2018, 2082, 2085 तथा 2087 की पश्चिमी सीमा के साथ चलती हुई प्लॉट संख्या 2085 के दक्षिण-पश्चिम कोने को छूती है। पुनः यह रेखा दक्षिण-पूर्व दिशा की ओर आगे बढ़ती है और 2085 की दक्षिणी सीमा के साथ चलती हुई प्लॉट संख्या 2085 के दक्षिण कोने तक जाती है। पुनः यह मुड़ती है और प्लॉट संख्या 2087 की पश्चिमी सीमा से होकर गुजरती हुई प्लॉट संख्या 2087 तथा 2208 की सम्मिलित सीमा बिन्दु को छूती है। पुनः यह पश्चिम दिशा की ओर मुड़ती है और प्लॉट संख्या 1912 की भागतः दक्षिणी सीमा से होकर गुजरती हुई प्लॉट संख्या 1877 तथा 2208 के उत्तर साझा सीमा बिन्दु को छूती है। पुनः यह दक्षिण दिशा की ओर मुड़ती है और प्लॉट संख्या 1877 की पूर्वी सीमा के साथ बढ़ती हुई प्लॉट संख्या 1877 की दक्षिण-पूर्व सीमा को छूती है। पुनः यह पूर्व दिशा की ओर मुड़ती है और प्लॉट संख्या 2631 की उत्तरी सीमा के साथ बढ़ती हुई प्लॉट संख्या 2631 तथा 2207 के सम्मिलित बिन्दु तक जाती है। पुनः यह दक्षिण दिशा की ओर मुड़ती है और प्लॉट संख्या 2211 के पूर्वी किनारे तथा प्लॉट संख्या 2218 की पश्चिमी सीमा के साथ बढ़ती हुई सड़क तक जाती है। तेलीसिंघा ग्राम सड़क को पार करने के बाद रेखा दक्षिण दिशा की ओर मुड़ती है और प्लॉट संख्या 2255 की पूर्वी सीमा के साथ चलती हुई बिन्दु “छ” तक पहुँचती है जो प्लॉट संख्या 2255, 2254 तथा 2257 के सम्मिलित बिन्दु पर स्थित है।

छ – क : रेखा बिन्दु – “छ” से प्रारंभ होती है। तेलीसिंघा की ग्राम सड़क को पार करने के बाद रेखा पश्चिम दिशा की ओर प्लॉट संख्या 2259 के उत्तरी किनारे के साथ चलती हुई इसी प्लॉट की उत्तर-पश्चिम कोने तक पहुँचती है। इसके पश्चात् यह दक्षिण-पश्चिम दिशा की ओर मुड़ती है तथा इसी प्लॉट की भागतः पश्चिमी सीमा के साथ चलती है। इसके पश्चात् यह रेखा पश्चिम दिशा की ओर मुड़कर प्लॉट संख्या 2266 की उत्तरी सीमा के साथ चलती हुई प्लॉट संख्या 2269 को छूती है। इसके पश्चात् यह दक्षिण दिशा की ओर मुड़ती है और प्लॉट संख्या 2266 की पश्चिमी सीमा के साथ चलती हुई प्लॉट संख्या 2269 के दक्षिण-पूर्व कोने तक पहुँचती है। यह प्लॉट संख्या 2269, 2270, 2271 एवं 1583 की दक्षिणी सीमा के साथ चलती हुई पश्चिम की तरफ मुड़ती है और प्लॉट संख्या 1580 के उत्तर-पूर्व कोने तक जाती है। रेखा दक्षिण-पश्चिम दिशा की ओर मुड़ती हुई प्लॉट संख्या 1580 और 1581 की पूर्वी सीमा के साथ चलती हुई प्लॉट संख्या 1581 के दक्षिण-पूर्व कोने तक पहुँचती है। इसके पश्चात् यह पश्चिम दिशा की ओर मुड़ती है और प्लॉट संख्या 1582, 1575, 1576, 1574। 1570 की उत्तरी सीमा के साथ चलती हुई सड़क तक पहुँचती है। पुनः यह दक्षिण दिशा की ओर मुड़ती है और इसी सड़क के पश्चिमी किनारे के साथ चलती हुई प्लॉट संख्या 1562 के दक्षिणी कोने तक पहुँचती है। पुनः यह पश्चिम दिशा की ओर मुड़ती है और प्लॉट संख्या 1533, 1534, 1535, 1481, 1498 तथा 1497 की उत्तरी सीमा के साथ चलती हुई तेलीसिंघा और जरडा ग्रामों की सम्मिलित सीमा को छूती है। पुनः यह उसी दिशा में आगे बढ़ने के बाद जरडा ग्राम की प्लॉट संख्या 3785, 3777, 3775, 3774, 3767, 3768 की उत्तरी सीमा के साथ जरडा ग्राम में प्रवेश करती है। इसके बाद यह प्लॉट संख्या 3768 की भागतः पश्चिमी सीमा के साथ चलती हुई दक्षिण दिशा की ओर मुड़ती है तथा प्लॉट संख्या 3768 और 3751 की सम्मिलित सीमा बिन्दु तक जाती है। पुनः यह पश्चिम दिशा की ओर चलती है और प्लॉट संख्या 3751, 3754 तथा 3969 की उत्तरी सीमा के साथ चलती हुई तालाब के पूर्वी किनारे को छूती है। इसके पश्चात्, यह उत्तर दिशा की ओर मुड़ती है और प्लॉट संख्या 3748 (तालाब के तटबंध) की भागतः पूर्वी सीमा के साथ चलती हुई प्लॉट के उत्तर-पूर्व कोने तक जाती है। पुनः यह रेखा पश्चिम की तरफ मुड़ती है और प्लॉट संख्या 3747 (तालाब) की उत्तरी सीमा के साथ चलती हुई प्लॉट संख्या 3746 के उत्तर-पश्चिम कोने तक पहुँचती है। इसके पश्चात्, यही रेखा दक्षिण दिशा की ओर मुड़ती हुई इसी प्लॉट की भागतः पश्चिमी सीमा को पार करती हुई प्लॉट संख्या 3968 के उत्तर-पूर्व कोने तक जाती है। पुनः यह पश्चिम दिशा की ओर मुड़ती है और जरडा बस्ती की दक्षिण

सीमा के साथ चलती हुई प्लाट संख्या 3313 के उत्तर-पूर्व कोने तक पहुँचती है। यह रेखा पश्चिम की ओर मुड़ती है और प्लाट संख्या 3313, 3311, 3309 तथा 3307 की उत्तरी सीमा के साथ चलती हुई प्लाट संख्या 3306 के उत्तर-पश्चिम कोने तक पहुँचती है पुनः यह रेखा उत्तर-पश्चिम दिशा की ओर मुड़ती है और प्लाट संख्या 3304, 3302, 3283, 3282, 3272 तथा 3271 की पश्चिम सीमा के साथ आगे बढ़ती है। पुनः यह रेखा प्लाट संख्या 1709 की उत्तरी सीमा, प्लाट संख्या 1709 की उत्तरी सीमा, प्लाट संख्या 1631 की पूर्वी प्लाट संख्या 1632, 1633, 1635, 1625, 1622, 1621, 1645, 1646, 1649, 1650, 1604, 1600, 1601, 1681, 1682 तथा 1683 के साथ पश्चिम दिशा की ओर मुड़ती हुई ज़रदा और जमानिया ग्राम की सम्मिलित सीमा तक सीमा तक जाती है। इसके पश्चात् रेखा उत्तर दिशा की ओर मुड़ती है और उसी ग्राम की सीमा के साथ जमानिया ग्राम के उत्तर-पूर्व कोने की प्लाट संख्या 303, 302, 301, 300, 299 की उत्तरी सीमा के साथ आगे बढ़ती है। पुनः यह रेखा प्लाट संख्या 298 की पूर्वी सीमा के साथ उत्तर दिशा की तरफ मुड़ती है इसके पश्चात् यह पश्चिम दिशा में मुड़ती है और प्लाट संख्या 298, 297, 509, 286, 283, 588 की उत्तरी सीमा के साथ आगे बढ़ती हुई प्लाट संख्या 587 तक जाती है। इसके पश्चात् यह रेखा उत्तर दिशा की ओर मुड़ती है और प्लाट संख्या 276 की भागतः पश्चिमी सीमा के साथ चलती हुई प्लाट संख्या 238 तथा 276 के सम्मिलित कोने तक जाती है। इसके पश्चात् यही रेखा उत्तर पश्चिम दिशा की ओर मुड़ती है और प्लाट संख्या 238 की उत्तरी सीमा के साथ आगे बढ़ती है। इसके पश्चात् यह वर्तमान जमानिया ग्राम सड़क को पार करती है और इसी ग्राम सड़क के दक्षिण किनारे के साथ आगे बढ़ती हुई प्लाट संख्या 60 तक जाती है। इसके पश्चात् यह दक्षिण दिशा की ओर मुड़ती है और प्लाट संख्या 60 की पश्चिमी सीमा के साथ आगे बढ़ती है और प्लाट संख्या 59, 57, 531 की दक्षिणी सीमा के साथ आगे बढ़ती है। इसके पश्चात् यही रेखा उत्तर दिशा की ओर मुड़ती है और 591 की भागतः पश्चिमी सीमा के साथ आगे बढ़ती है। इसके पश्चात् यह पश्चिम दिशा के ओर मुड़ती है और प्लाट संख्या 51 की दक्षिणी किनारे से होकर गुजरती है। पुनः यह उसी प्लाट की सीमा के साथ उत्तर दिशा की ओर मुड़ती है इसके बाद यह पश्चिमी दिशा की ओर मुड़ती है और प्लाट संख्या 53 की उत्तरी सीमा के साथ आगे बढ़ती हुई प्लाट संख्या 50 तथा 53 की सम्मिलित कोने तक जाती है। पुनः यह दक्षिण दिशा की ओर प्लाट संख्या 49 के पूर्वी किनारे के साथ मुड़ती है और प्लाट संख्या 49 के दक्षिण-पूर्व कोने तक जाती है। पुनः पश्चिमी दिशा की ओर मुड़ती है और प्लाट संख्या 49, 48, 43 तथा 42 की दक्षिणी सीमा के साथ आगे बढ़ती हुई प्लाट संख्या 42 के दक्षिण-पश्चिम कोने तक जाती है। पुनः यह रेखा उत्तर दिशा की ओर मुड़ती है तथा प्लाट संख्या 37 की पूर्वी सीमा बिन्दु के साथ होती हुई प्लाट संख्या 37 के उत्तर पूर्वी कोने तक जाती है। इसके पश्चात् यह पश्चिम दिशा की ओर मुड़ती है और प्लाट संख्या 41, 40, 7, 39 की दक्षिणी सीमा के साथ आगे बढ़ती है। यही रेखा प्लाट संख्या 39 की दक्षिणी सीमा, प्लाट संख्या 29 की भागतः पूर्वी, प्लाट संख्या 29 की दक्षिणी प्लाट संख्या 29 की भागतः पश्चिमी, प्लाट संख्या 27 की दक्षिणी, प्लाट संख्या 27 की भागतः पश्चिमी, प्लाट संख्या 26, 25 की दक्षिणी, प्लाट संख्या 25 की पश्चिमी सीमा के साथ चलती हुई सड़क के किनारे को छूती है और पश्चिमी दिशा की ओर मुड़ती है और इसी सड़क के दक्षिणी किनारे से होती हुई बिन्दु "क" पर समाप्त होती है।

[फा. सं. 43015/12/2018-एलए एण्ड आईआर]

राम शिरोमणि सरोज, उप सचिव

New Delhi, the 5th March, 2019

S.O. 323.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 1470, dated the 11th October, 2018 issued under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part II, section-3, Sub-section (ii), dated the 13th October, 2018, the Central Government gave notice of its intention to prospect for coal in 2.495 hectares (approximately) or 6.17 acres (approximately) of the lands in the locality specified in the Schedule annexed to the said notification;

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

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the land measuring 2.495 hectares (approximately) or 6.17 acres (approximately) and all rights in or over the said lands described in the Schedule appended hereto.

Note 1: The plan bearing number MCL/KA/Notification/2018-19/1091, dated the 5th December, 2018 of the area covered by this notification may be inspected in the office of the Collector, District Angul, Odisha or in the office of the Coal Controller, 1, Council House Street, Kolkata -700001 or in the office of the Director Technical (OP), Mahanadi Coalfields Limited, Jagriti Vihar, Post office Burla, District Sambalpur, Odisha.

Note 2: Attention is hereby invited to the provisions of section 8 of the said Act which provides for objection to acquisition, as follows:-

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

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

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

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

Note 3: The Coal Controller, 1, Council House Street, Kolkata - 700 001 has been appointed by the Central Government as the competent authority under section 3 of the said Act, vide notification number S. O. 2015, dated the 10th July, 1995, published in Part II, section 3, Sub-section (ii), of the Gazette of India, dated the 22nd July, 1995.

SCHEDULE

Kaniha Coal Block
District- Angul, State- Odisha

[Plan bearing number MCL/KA/Notification/2018-19/1091, dated the 5th December, 2018]

All Rights:

Sl. No.	Name of village	Village Number	Patwari halka/JL number	Tehsil/ PS	District	Area in hectares (approximately)	Area in acres (approximately)	Remarks
1	Kansamunda	63	136	Kaniha	Angul	0.449	1.11	Part
2	Kaniha	60	131	Kaniha	Angul	1.477	3.65	Part
3	Chhelia	108	175	Kaniha	Angul	0.032	0.08	Part
4	Patharmunda	91	178	Kaniha	Angul	0.473	1.17	Part
5	Telisingha	90	177	Kaniha	Angul	0.040	0.10	Part
6	Gundurinali	88	159	Kaniha	Angul	0.024	0.06	Part
Total : 2.495 hectares(approximately) or 6.17 acres(approximately)								

1. Plot numbers to be acquired in Village Kansamunda : 4406/4905, 1691/4893, 1694/4894, 1913, 1914, 1915, 1924, 1925, 1928, 1933, 1926, 1927, 1929, 1932/4377, 1930, 1931, 1932, 3970/4350, 4042/4966, 4042/4967.

2. Plot numbers to be acquired in Village Kaniha : 1596, 926/1775, 1559/1687, 1597, 1598, 1599/1780, 910/1839, 1006/1821, 1006/1799, 1006/1820, 1638/1824, 1638/1836, 1639/1837, 1638/1835, 1638/1833, 1638/1823, 741/1825, 741/1826, 1595, 1599, 1598/1691, 1595/1745.

3. Plot numbers to be acquired in Village Chhelia : 1231/1681.

4. Plot numbers to be acquired in Village Patharmunda : 1335,228/3328,120/3265,120/3457.

5. Plot numbers to be acquired in Village Telisingha : 2051/2533.

6. Plot numbers to be acquired in Village Gundurinali : 1039/1707.

Details of land to be acquired are given in the table below :

TABLE

Village	Khata No.	Plot No.	Kissam	Area (in Ac)	Name of the Recorded Tenant(RT)	Fathers name of the RT	Mobile No.	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Kansamunda	252/ 16	4406/4905	T/1	0.16	Thabir Chandra Pradhan	Ghasinath Pradhan	9937293293	Tenancy Land
	251	1691/4893	S/1	0.17	Hadi, Jharu, Biswal	Nita Biswal	9778772929	-do-
		1694/4894	S/1	0.07	-do-	-do-	-do-	-do-
	14	1913	S/2	0.01	Ujal Sahoo and Saheb, Khaga Sahoo	W/o-Panjia Sahoo and S/o-Kathia sahoo	9861221444	do
	137	1914	S/2	0.01	Pradip Kumar Sahoo and Gua Sahoo	Harmohan Sahoo and W/o- Bimbardhar Sahoo	9178275083	- do-
	221	1915	S/2	0.02	Rama chandra Swain,Jadunath Swain	Baijhali Swain	7894001308	- do-
	252/ 357	1924	S/2	0.03	Bansidhar Sahoo	Sukru Sahoo	9861124768	-do-
	203	1925	S/2	0.02	Madan Biswal,and Sankhali, Arakhita Biswal	Maguni Biswal and Bhikari Biswal	7008471951	- do-
		1928	S/2	0.01	do	do	do	- do-
		1933	S/2	0.09	do	do	do	- do-
	60	1926	S/2	0.02	Chakhandi Sahoo	W/o-Iswar Sahoo	Not available	- do-
		1927	S/2	0.01	do	do	do	- do-
	48	1929	S/2	0.01	GokulaChandra, Narottam,Bisha, Suphala Behera	Sanu Behera	7894225012	- do-
		1932/4377	S/2	0.02	do	do	do	- do-
	90	1930	S/2	0.01	Daya,Bideshi, Gobinda Behera,and Nilamani,Purnachand ra,Dibakar Behera	Madhu Behera and Maharga behera	9668748908	- do-
	32	1931	S/2	0.03	Kulamani,Gandhi,Ch andri,Gurubari,Budhe i,Manjari Swain	Ekadusia Swain	9437595554	- do-
	197	1932	S/2	0.02	Bhagirathi, Uchhab, Khauduni,Swain	Surendra Swain	9777144001	- do-
	204	3970/4350	T/2	0.20	Madan Biswal	Maguni Biswal	7008471951	- do-
	252/73	4042/4966	S/1	0.12	Mahaprasad Pradhan	Nabaghan Pradhan	9778321191	- do-
	252/74	4042/4967	S/1	0.08	Bhubaneswari Pradhan	Pratap Chandra Pradhan	8763760151	- do-
	Total (Village Kansamunda): 1.11 acres							
Kaniha	22	1596	S/3	0.10	Ghana Behera	Hadi Behera	Not available	Tenancy Land
	58	926/1775	T/2	0.25	Pranabandhu.Padman av,Prahallad Chandra Pradhan and Pratap Chandra Pradhan,	Paramananda Pradhan and Nilambar	9439351218	- do-

					Prabin Kumar pradhan	Pradhan		
	59	1559/167	T/2	0.10	Pitambar Dehury	Saheb Dehury	9861614575	- do-
	80	1597	S/3	0.12	Mauda Naik and Giridhari,Daya,Ratna,Pankaj Naik	W/o-Basu Naik and S/o- Sana Naik	7873572110	- do-
		1598	S/3	0.05	do	Do	do	- do-
		1599/180	T/2	0.13	do	do	do	- do
	108/6	910/1839	GB	0.04	Bhubaneswari Pradhan	Pratap Chandra Pradhan	8763760151	-do-
	108/8	1006/1821	GB	0.22	Thabir Chandra Sahoo	Bhaskar Sahoo	9437486897	- do-
	108/9	1006/1799	GB	0.22	Nabaghan Pradhan	Sudarsan Pradhan	9778321191	- do-
	108/11	1006/1820	GB	0.22	Ramesh Chandra Sahoo	Baji Sahoo	9861336041	- do-
	99/32	1638/1824	S/3	0.09	Sanjib Kumar Sahoo and Susil Kumar Sahoo	Bansidhar Sahoo and Bidyadhar Sahoo	8637252744	- do-
		1638/1836	S/3	0.04	do	do	do	- do-
		1639/1837	S/3	0.11	do	do	do	- do-
	99/28	1638/1835	S/3	0.200	Chandramani Naik,Gourang Charan Naik	Debahari Naik	9437616041	- do-
	108/2	1638/1833	GB	0.025	Trilochan Pradhan	Chandramani Pradhan	7077951758	- do-
	99/24	1638/1823	S/3	0.025	Naresh Chandra Sahoo	Nityananda Sahoo	9437147296	- do-
	99/16	741/1825	S/1	0.300	Palau Naik	Madan Naik	7978172909	- do-
	99/17	741/1826	S/1	0.290	Sankar Naik	Palau Naik	7978172909	- do-
	Total : 2.53 acres							
	106	1595	T/2	0.15	Anabadi (Govt)	Govt.	Not available	Govt. Land
		1599	T/2	0.85	do	do	do	- do-
		1598/1691	S/3	0.05	Do	do	do	- do-
		1595/1745	S/3	0.07	do	do	do	- do-
	Total : 1.12 acres							
	Total (village Kaniha): 2.53 + 1.12 = 3.65 (Tenancy land + Govt. Land)							
Chhelia	146	1231/1681	T/2	0.08	Hadibandhu Sahoo	Satru Sahoo	943723 4315	Tenancy Land
	Total (Village Chhelia) : 0.08 acres							
Patharmunda	76	1335	S/2	0.05	Panu,Karuna, Mami, Utama, Surama Sahoo	Bhaji Sahoo	977841 7910	Tenancy Land
	147	228/3328	S/2	0.04	Sagar Sahoo	Kalyan Sahoo	738132 0512	- do-
	92	120/3265	T/2	0.92	Bitra Sahoo	Hadi Sahoo	933797 6852	- do-
	166/ 19	120/3457	GB	0.16	Mohan Sahoo, Nakula Sahoo, Dibakar Sahoo, Niladri Sahoo	Bitra Sahoo	933797 6852	- do-
	Total (Village Patharmunda) : 1.17 acres							

Telisingha	31	2051/2533	S/1	0.10	Kutartha Sahoo	Kapila Sahoo	966864 9760	Tenancy Land
Total (Village Telisingha) :								0.10 acres
Gundurinali	110	1039/1707	Patita	0.06	Satyanarayan Garnayak, Asha Das,Duhita Das, Dei Mohanty, Kera Mohanty and Dibakar Garnayak, Janaki Singh	Swapneswar Garnayak and Adhikari Garnayak	876302 1600	Tenancy Land
Total: (Village Gundurinali)								0.06 acres
Grant Total :								6.17 acres

Boundary Description:**BLOCK- 'A' :**

L-M: The line starts from Point 'L' which is situated at tri-junction Pillar of village Kansamunda, Kaniha and Gohiradanda R.F. Then it moves towards east direction along common village boundary of Kaniha and Kansamunda northern boundary of plot no. 1507,1508,1509 of village Kansamunda up to north east corner of plot no- 1509 of Kansamunda. Then the line enters to village Kaniha and moves towards north direction and covers the west, north and east boundary of plot no.1777, the partly northern boundary of plot no. 966 up to north corner of plot no-981. The same line proceeds northern boundary of plot no. 980, 979, 1027, north and east boundary of plot no. 1026 up to northeast corner point of plot no-1026. The line moves towards northeast direction along north and west boundary of plot no. 1021. Partly western and northern boundary of 1020, north boundary of plot no. 1008,1009,1146 up to west edge of Jarada and Kaniha village road. After crossing the same village road the line moves along north boundary of plot no.1641, up to common village boundary of Kaniha and Patharmunda. Then the line enter into village Patharmunda and moves south direction along partly western boundary of plot no. 138 up to southwest corner of same plot. Then the line proceeds towards east along south boundary of plot no. 138,3197 up to southeast corner of plot no. 3197. The same line moves towards north east direction covering the partly boundary of plot no.142, northern boundary of plot no.175, 176, southern boundary of plot no. 456,455,453, up to southeast corner of plot no.453. It turns towards north directions covering the east boundary of plot no. 453 up to northwest corner of plot no. 452. The same lines moves towards east direction covering the southern boundary of plot no. 564,565,566,579,3218,584 and 586 up to southeast corner of plot no.586. Again the line turns towards north directions covering eastern boundary of the same plot up to north corner of plot no. 586. It moves towards east direction along partly southern boundary of plot no. 574,590 up to southeast corner of plot no-590. Then the lines move towards south east direction along west boundary of plot no. 589,588 partly south boundary of plot no. 587 south boundary of plot no. 596,598,599 up to touch point 'M' which is situated at the west side of Patharmunda and Telisingha road.

M-N: The line start from 'M' and moves towards south direction along eastern boundary of Patharmunda and Telisingha road up to north corner of plot no. 3166 to meet point 'N'.

N-O: The lines start from 'N' after crossing the Telisingha and Patharmunda village road the lines moves south directions along partly east boundary of plot no. 355 then it moves towards west direction along south side boundary of plot no. 355 and turns towards south along east boundary of plot no. 3171 then it moves towards west along south boundary of same plot and turns north along western boundary of same plot. The same line moves towards west direction covering west boundary of plot no. 341 , partly east boundary of plot no. 340 east boundary of 337,336, east and south boundary of 334 south boundary of 3234,3293 up to southwest corner of plot no. 3293 to meet at point 'O'.

O-P: The lines starts from point 'O' moves along west and north boundary of plot no. 3293, north boundary of 327,326, west boundary of 325,324,323, south west boundary of 322,321 south boundary of 3188,270,271,272, east boundary of 284,286,, north east of 287, 288 , north, east south boundary 3257, east of 300,301, south, west of 301 west boundary of 299, 298, 297, 296, 295, 292, 291, 289 and south partly western boundary of 3263 southern boundary of 3286 and western boundary of 3286,3275, south and west boundary of 3191. Then the lines turn towards west and passes along southern boundary of 3196 south eastern boundary of 137. Then the line moves south directions and proceeds along eastern boundary of village road of Kaniha to Jarada up to north corner of plot no. 61. Then it moves towards south directions covering the south west boundary of plot no. 3266 partly south boundary of plot no. 120 up to point 'P' .

P-Q : The line start from 'P' which is situated at northeast corner of plot no. 93 of village Patharmunda and moves along eastern boundary of plot no. 93,94, north east and partly west boundary of plot no. 105, eastern boundary of plot no. 106, 119, 118, 116 and touches the common village boundary of Telisingha and Patharmunda and proceeds along it. After crossing the bi-junction pillar the lines covers partly the plot no. 3294 and it moves partly northern boundary of plot no.3294, northern and eastern boundary of 3291. Again the line moves along common village the boundary of Telisingha and Patharmunda. After crossing the bi-junction pillar the lines moves western boundary of plot no. 322 and eastern northern and western boundary of plot no. 319. Again the line moves along eastern boundary of plot no. 322 up to same common village boundary. The line moves towards east direction along same village boundary up to point 'Q'.

Q-R: The line start from 'Q' which is situated at north east corner plot no.710 of village Telisingha. Then the line moves along western boundary of plot no. 3123, 3124, 3128, 3129, 3144, western and southern boundary of 3145, southern boundary of 3146, 3147 western boundary of 3151, west and south side of 3152 up to common village boundary of Telisingha and Patharmunda at a bi-junction pillar. Then the lines enters into Telisingha village covering the southwest of plot no.771 up to point 'R' .

R-S: The lines start from point 'R' which is situated at northwest corner of plot no.772 and also northwest side of Telisingha road. The line RS moves towards northeast directions along northeast side of plot no. 771 up to point 'S'.

S-T: The line starts from point 'S' which is situated at the tri-junction pillar of village Telisingha, Ambapal and Bijigol. Then the line passes towards northwest direction along the common village boundary of Telisingha and Bijigol up to tri-junction pillar village Telisingha, Lodhabandha and Bijigol. Again the same line turns towards north direction and passes along common village boundary of Patharmunda and Lodhabandha up to point 'T'.

T-U: The line starts from point 'T' which is situated at northeast corner of plot no.2849 of village Patharmunda. Again the line proceeds along north boundary of plot no. 2849, 2848, 2854 and 2855. Then it turns towards northeast direction and passes through east side of road plot no. 2844. Then it cross the east side boundary of plot no. 2737, 2736, 2739, 2741 and 2805 and turns the same line towards east direction along the north boundary of plot no. 2805, 2801, 2800, 2790, 2791 and enters to Patharmunda Basti and proceeds along north edge of plot no. 1821,1818 then passes through west part of boundary of plot no. 1813, north boundary of 1813, east boundary of 1548, and then north boundary of 1548, 1547,1546,1545 and turns towards south direction along the west boundary of plot no. 1545. Again it turns towards west direction along the northwest corner of 1560, north edge of 3256, 1562, 1541; again it turns towards south direction along east boundary of 1540and north boundary of 1539, 1537, 1533. Then it turns towards south direction along west boundary of plot no. 1533 and part of 1534. Then the same line turns towards north direction and proceeds along east side of 1525, north boundary of 1526, 1522, 1514 and part of 1513. Then it passes through east boundary of 1295, north boundary of 1295, part west of 1295again it cross the north boundary of plot no. 3250 and touches the part boundary of 1354. Then the line turns towards north direction along the east edge of plot no. 1353, 1323, and 1322. Then it passes through the north boundary of plot no.1322 northeast of 1320, north of 1319, part west boundary of 1319 north boundary of 1317, 1316, 1315 up to touch the village road. After crossing the same road the line passes through the south boundary of plot no.603, 602, west of 602, east and north of 515. Again it passes through the part west boundary of plot no. 517, south of 518, part east of 519, south of plot 519, west of 519. Then it passes along southwest of 521, 522, 523. Again the line cross through west of 523 north of 523 then it passes through north edge of plot no. 524 east of 525 north of 525, 526 east of 527 north of 3242, 530 west of 530 then it passes north of 534 east of 535 north of 535,468. Then it turns towards north along part east boundary of 3341 north of 3341 west of 3341 south of 3225. Then the same line touches the common village boundary of Kaniha and Patharmunda and terms towards north direction and proceeds along same village boundary up to bi-junction pillar of Kaniha Basti. Then the line passes along the south edge boundary of Kaniha Basti up to touch the Kaniha Jarada village road plot no. 1148 up to point 'U'.

U-V: The line starts from point 'U' and turns towards north directions proceeds along the west side of Kaniha Basti boundary up to east corner point of plot no. 627 that is point 'V'.

V-W: The line starts from point 'V' and it passes through the north boundary of plot no.627, 625, 624 and 623, then it passes west boundary of plot no. 635, 636, north boundary of 638, 640, 641, 642, 644, 646, 647, part of 648. Then passes west boundary of 648, 650, 651, 653, 654, 1650, north boundary of 742, northeast of 743 partly north of 750, 751, east of 752, north of 752, partly west 752 again the same line passes through north boundary of 753, 754, 755, 770, 771, 772, 773, west boundary of 773, 768 and partly north west boundary of 1784. Then it passes through north of 777, west of 777, north of 779. Then the same line turns towards west direction along north boundary of plot no. 792, 858, 857 and partly west of 857, north of 839, and west edge of 839 then it passes through partly west boundary of plot no.856, west of 852, 856, northwest boundary of 856. Then the line turns towards east direction along west boundary of plot no. 856, South boundary of 865, 866, west boundary of plot no. 869, south edge of plot no. 868. Then the same line turns towards south direction along partly west boundary of 869 up to north edge of road and turns towards west direction and proceeds along north edge of same road up to bi-junction pillar of Gohiradanda RF and Kaniha village at point 'W'.

W-L: Again the same line proceeds south direction along common village boundary of Kaniha and Gohiradanda RF and touches the bi-junction pillar of same village to close at point 'L'.

BLOCK-B :

K-J: The line starts from point 'K' which is situated on the common boundary of village Jaipur and Kansamunda and common boundary at plot no. 280 and 4003, then it proceeds towards west direction along the same common village boundary up to south west corner point number 3894 of village Kansamunda touches the point 'J'.

J-I: The line starts from 'J' and it turns towards north direction. The line enter to the village Kansamunda and proceeds with touches the west boundary of plot no. 3894,3886,3885,3881,3880,3879,3874, up to Nala, then it turns towards south west direction and proceeds along the south edge of same Nala then it turns north direction and passes along the west boundary of plot no. 3915,3928,3688,4510,4511,4512 and up to south west corner of plot no. 3615 then the same line turns towards north west direction and passes over west boundary plot no. 4515 then it turns towards north direction and proceeds with crossing the road and proceeds along the west boundary of plot no. 1959 up to north west corner of plot 1959. Next the same line turns towards east direction and passes over northern boundary of plot no. 1959 up to west corner of plot no.1957. Again the same line turns north east direction passes through west boundary of plot no. 1957, 1962, 1963, 1887, 1828 and it touches the Kansamunda village road. Again the line divert towards south west direction

and proceeds along south edge of the same road then the line turns towards north direction and cross the same road and proceeds up to the edge of road then it turns towards east direction and passes north edge of the plot no.1827, then it turns towards north direction and goes through western edge of plot no. 1823, 1824 up to point 'I', which is situated on the northwest common boundary point of plot no. 1824 and 1814.

I-H: The line starts from 'I' and proceeds towards east direction up to point south east corner of plot no. 1817. Again it turns towards north direction and proceeds along the eastern boundary of plot no. 1817 up to the plot no. 1818. Again the line proceeds towards direction east along the boundary of plot no. 1822, 1821 and up to south east corner of plot no. 1785. Then line turns towards north direction and passes over west boundary of plot no.1872 up to north west corner of plot no.1782 again it turns towards east direction and goes through northern edge of plot no.1782,1781,1780 and then it moves towards north direction and proceeds along part west boundary of 1777 up to north west corner of 1777 again same line turns towards north east direction and passes through northern boundary of plot no.1777,4698,1775,4701,1773 and it turns south direction proceeds along east boundary of plot no. 1773 reach up to point 'H'.

H-K: The line starts from 'H' and proceeds towards south direction along west boundary of plot no. 4708 and touch the Kansamunda village road, the it passes through partly northern boundary of plot no. 1759 and passes through plot no. 1759. Then it passes along the northern and partly western boundary of plot no. 1682 and 1757, northern and western boundary of plot no.1751 partly western boundary of plot no-1752, northern and western boundary of plot no. 1754, northern boundary of plot no.1741 , northern and part western boundary of plot no. 1740, northern and western boundary of plot no. 1737, partly western boundary of plot no. 1706 , northern and western boundary of plot no. 4412, western boundary of plot no. 1707, partly northern boundary of plot no. 1713, northern and western boundary of plot no.1726, part northern and western boundary of plot no. 1721, western boundary of plot no.4577, northern and western boundary of plot no. 4839, partly northern boundary of plot no.1974 and crosses the plot no. 1974. Then it proceeds along the northern and partly western boundary of plot no.4060, partly northern boundary of plot no.3962. Eastern, northern and western boundary of plot no. 3963, part western boundary of plot no. 3962, western boundary of plot no. 4615 and partly western boundary of plot nos. 4615 and 4055, northern boundary of plot nos. 4047and 4046. Northern, western and partly southern boundary of plot no. 045 and partly western boundary of plot no.4050. Then the lines moves along the northern and western boundary of plot no-4038, partly western boundary of plot no- 4036, northern and western boundary of plot no-4024,4026, west boundary of 4017, 4013,4011,4005 and 4004 and closed at Point 'K' on the common village boundary of village Kansamunda and Jaipur.

BLOCK- 'C' :

A-B: The line starts at point 'A' is the tri junction pillar of village Jamania, Adaitaprasad and Malapasi proceeds towards south direction along common village boundary of village Malapasi and Jamania. The line touches the tri junction pillar of village Gundurinali, Jamania and Malapasi. The same line proceeds towards southeast direction along common village boundary of Gundurinali and Jamania and touches the west side of plot no. 399 of village Jamania. Then it enter in to village Gundurinali through northwest side of plot no. 485 then it turns towards southeast direction along the boundary of same plot. After touching this point it turns towards southwest boundary of plot no. 486.again it turns and proceeds southeast direction along the boundary of above plot . Then the line moves towards southwest and proceeds along western boundary of plot no. 973 and northern boundary of 972 and moves south direction along west boundary of plot no. 972,1064,1066,1068 and 1070. Again it turns towards east direction and passes through south side boundary of plot no. 1070. Then the line turns towards south and passes west boundary of plot no.1074 and 1075. Again same line turns towards direction southeast and proceeds along the south boundary of plot no. 1075 and 1838. After touching the common point of plot no. 1838 and 1059. Next it proceeds towards east along south boundary of plot no. 1059 and touches the village road again it turns towards south direction and proceeds west edge of same road up to end point of the road and turns towards east and passes up to its width. The same line moves towards northwest direction along east part edge of same road and reaches at northwest corner point of plot no.1796. Then it turns towards east direction along the south boundary of plot no.1795 up to east side common point of plot no. 1795 and 1796. Again it turns south direction and proceeds through east boundary of plot no. 1796 and 1797., then it turns towards west direction up to east common boundary point of plot no. 1797and 1798 then it move towards south direction and proceeds along the east boundary of plot no. 1798 again it turns towards west direction along the south boundary of same plot up to common point of plot no. 1798 and 1800 again it turns towards south and proceeds along the part east boundary of plot no. 1800 up to point 'B'.

B-C: The line starts from point 'B' which is situated at southwest side common point of plot no. 1054 of village Gundurinali. Then the line passes through south boundary of plot no. 1054and reach up to common village boundary of Gundurinali and Chhelia and enters in to village Chhelia along the south boundary of plot no. 1826 of village Chhelia. Then it turns towards north direction along the east boundary same plot up to common point of plot no. 1708 and 1826. Then it moves and proceeds through southern boundary of plot no. 1708, 16, 20, and 21up to common point of 21 and 46. Again it turns towards direction south along west edge of plot no. 46, 47 and south edge of 47 up to common point of plot no. 47 and 48. Then it turns towards south direction and proceeds through southern boundary of plot no. 61, 65,64 and 74 up to common point of plot no. 74 and 75.Again the line turns towards east direction and passes along southern boundary of plot no. 74, then it turns and proceeds towards south east direction along west edge of plot no. 1769 again it moves towards north east direction and proceeds along southern boundary of plot no. 1769 up to south edge of plot no. 139. Again it turns towards southeast direction proceeds along south edge of plot no.139, 137 up to starting point of plot no. 135. After crossing the width of plot no. 137 the line moves towards northwest direction along the part east edge of plot no. 137 and touches the common point plot no.137 and 248. Again it moves towards north direction along east edge of plot no.248 up to plot no. 274. Again the line turns towards southeast direction and proceeds through south boundary

of plot no. 274, 1690, 276, 1662, 1473, 590, 545 and 543 and touches south corner of 543. Again it turns towards northeast direction and proceeds along western boundary of plot no. 488 and moves towards east direction along the southern boundary of plot no. 542, 541, 501, 502, 504, 480, 441, 436, 420, 421, 422 up to west edge of Chhelia village road. Again the same line turns towards north direction and proceeds along the part western edge of the same road up to common point of plot no 995 and road. Then it turns towards east direction proceeds up to south corner of plot no. 1199. Again it turns towards south direction and passes through western edge of plot no. 1199, 1200 and 1483 up to southwest corner of 1483. Again it turns towards east direction and passes through south edge no. 1483, 1484, 1201, 1202, 1203 and south boundary of 1363, 1207, 1364, 1681 part east of 1485, 1232, 1233, 1530, 1531, 1697, 1696, 1695, 1694, 1693, 1470, 1678, 1687, 1186 and 1184 and again it turns towards south east direction and proceeds along east edge of plot no. 1318, 1319, 1320, 1321, 1322 and 1327 up to point 'C' which is situated at Tri junction pillar or Chhelia, Kaharmunda and Badatribida.

C-D: The line starts from point 'C' and proceeds towards north direction along east side edge of plot no. 1171 that is the common village boundary of Chhelia and Kaharmunda, up to east corner of plot no. 1170. Again the line turns towards northeast direction passes through same common village boundary up to Tri- junction pillar of village Chhelia, Kaharmunda and Kamarei. Next the line proceed towards north direction along common village boundary of Chhelia and Kamarei through the Tri junction pillar of village Chhelia, Kamarei and Matharagadi R.F. Again it extends in same direction along the common boundary of village Chhelia and Matharagadi R.F and it touches point 'D', which is at turning point of common village boundary of Kamarei and Matharagadi R.F.

D-E: From point 'D' the line starts and proceeds east direction along the common boundary of village Kamarei and Matharagadi R.F up to point 'E' which is east side boundary common point of same R.F.

E-F: The line starts from point 'E' moves towards northwest direction and proceed along common boundary of village Kamarei and Matharagadi R.F upto west corner of plot number 2550 of village Kamarei and again it turns towards northeast direction and passes through common village boundary of Kamarei and Telisingha and cross tri-junction pillar of Telisingha, Kamarei and Dandasingha upto bi-junction pillar of Telisingha and Dandasingha. Again same line turns towards north direction proceed along common village boundary of Dandasingha and Telisingha upto tri-junction pillar of village Telisingha, Ambapal and Dandasingha. Again it proceeds in same direction along common village boundary of Telisingha and Ambapal upto point 'F' which is situated on the same common boundary and north east corner of plot no. 2594 of village Telisingha.

F-G: The line starts from point 'F' proceeds west direction along the north boundary of plot no. 2594 of village Telisingha again turns to south direction and proceeds along partly west boundary of same plot. Then it turns towards west direction along the northern boundary of plot no. 817, 816, 815 and 813 up to northwest corner of plot no. 813. Then it moves towards south direction along the western boundary of plot no. 813 and 814. After reaching at south west corner of plot no. 814 again it turns to west direction and proceeds along the north boundary of plot no. 837, 840, and 841, again it turns towards south direction along the western boundary of plot no. 840. Then it moves towards north west direction along the north boundary of plot no. 844, 868, 869 and 870. then it divert towards south west direction along the northern boundary of plot no. 870, 871, 874, 876 and 880 up to south west corner of plot no. 880. Again it turns towards west direction and proceeds along partly north boundary of plot no. 881 up to east side of Telisingha village road. Again it turns towards south west direction and proceeds along the east edge of same village road up to plot no. 2019. Again same line turns towards south west direction along the west boundary of plot no. 2019, 2018, 2082, 2085 and 2087 to touch the southwest corner of plot no. 2085. Again the line moves towards south east direction proceeds along the south boundary of 2085 up to south corner of plot no. 2085. Again it turns and passes through west boundary of plot no. 2087 to touch the common boundary point of 2087 and 2208. Again it moves towards west direction and passes along partly south boundary of 1912 and touch the north common boundary point of 1877 and 2208. Again it turns towards south direction and proceeds along east boundary of plot no. 1877 to touches the south east corner of plot no. 1877. Again it turns towards east direction and proceeds along north boundary of plot no. 2631 up to common point of 2631 and 2207. Again it turns towards south direction and proceeds along east boundary of plot no. 2211 and west boundary of 2218 up to road. After crossing the Telisingha village road the line move to south direction along east boundary of plot no. 2255 to touch the point 'G', which is situated at common point of plot no. 2255, 2254 and 2257.

G-A: The line starts from point 'G'. After crossing the village road of Telisingha the line moves towards west direction along north side of plot no. 2259 up to northwest corner of same plot. Then it moves towards southwest direction along partly west side boundary of same plot. Then the line proceeds towards west direction along northern boundary of plot no. 2266 and touch plot no. 2269. Then turns towards south direction along west boundary of the plot no. 2266 up to southeast corner of plot no. 2269. It moves west direction along southern boundary of plot numbers 2269, 2270, 2271 and 1583 and reach at northeast corner of plot no. 1580. The line turns towards southwest direction along eastern boundary of plot nos. 1580 and 1581 and reach south east corner of plot no. 1581. Next it turns towards west direction and proceeds through northern boundary of plot nos. 1582, 1575, 1576, 1574, 1570 and up to road. Again it turns towards south direction along the western edge of same road up to south corner of plot no. 1562. Again it turns towards west direction and passes along north boundary of plot no. 1533, 1534, 1535, 1481, 1498 and 1497 and touches the common village boundary of Telisingha and Jarada. Again it proceeds along the same direction then it enters in to village Jarada along the northern boundary of plot no. 3785, 3777, 3775, 3774, 3767, 3768 of village Jarada. Next it turns towards south direction along the part west boundary of 3768 up to common boundary point of 3768 and 3751. Again it moves towards west direction and proceeds along the north boundary of 3751, 3754 and 3969 to touch east side of pond. Then

it turns towards north direction and passes along partly eastern boundary of plot no.3748 (Embankment of Pond) up to north east corner of the same plot. Again the line moves towards west direction along the northern boundary of plot no. 3747(Pond) up to northwest corner of 3746. Then the same line turns towards south direction to cover partly west boundary of same plot up to northeast corner of 3968. Again it turns towards west direction and proceeds along the south boundary of Jarada Basti and reach up to northeast corner of plot no. 3313. The same line turns towards west direction and proceeds along northern boundary of plot no.3313, 3311, 3309, and 3307 and reach northwest corner of plot no. 3306. Again the line moves towards northwest direction and proceeds along west boundary of plot no. 3304, 3302, 3283, 3282, 3272 and 3271. Again the line proceeds towards west direction along the north boundary of plot no. 1709, east of 1631, north of 1632, 1631, 1633, 1635, 1625, 1622, 1621, 1645, 1646, 1649, 1650, 1604, 1600, 1601, 1681, 1682, and 1683 up to common village boundary of Jarada and Jamania. Then the line moves towards north direction and proceeds along same village boundary up to plot no. 303 northeast corner of village Jamania. Then the line enters to Jamania village towards direction northwest and passes along north boundary of plot no. 303,302,301,300,299. Again the line turns to direction north along the east boundary of plot no. 298 then turn to west direction and proceeds along the north boundary of plot no. 298,297,509,286,283,588 up to 587. Next the line turns towards north direction and passes along the partly western boundary of plot no. 276 up to common boundary corner of plot no. 238 and 276. Then the same line moves towards northwest direction and passes along north boundary of plot no. 238 then it crosses the existing Jamania village road and proceeds along the south edge of the same village road up to plot no. 60. Then it turns towards south direction and proceeds along west boundary of plot no. 60. Then it moves west direction and passes along the south boundary of plot no.59, 57,591. Then the same line turns towards north direction passes along part west boundary of 591 then it turns towards west direction and proceeds along north boundary of plot no 53 up to common corner of plot no 50 and 53. Again it turns towards south direction along the east boundary of plot no. 49 up to southeast corner of plot no.49. Again moves towards west direction and proceeds along the southern boundary of plot no. 49, 48, 43 and 42 up to south west corner of plot no.42. Again the same line moves towards north direction along the point eastern boundary of plot no. 37 up to northeast corner of plot no. 37. Then it turns towards west direction and proceeds along the southern boundary of plot no. 41, 40,7,39. the same line proceeds along south boundary of 39, part east of 29, south of 29 part west of 29, south of 27, part west of 27, south of 26,25 and west of 25 to touch the edge of road and turns towards west direction along the south edge of same road to close at point 'A'.

[F. No. 43015/12/2018-LA & IR]

RAM SHIROMANI SAROJ , Dy. Secy.

परमाणु ऊर्जा विभाग

मुंबई, 14 फरवरी, 2019

का.आ. 324.— परमाणु ऊर्जा अधिनियम, 1962 (1962 का 33) की धारा 3 के खंड (डी) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार एतद्वारा अनुसूची में विनिर्दिष्ट क्षेत्रों को निषिद्ध क्षेत्र के रूप में घोषित करती है जो इस प्रकार है :

अनुसूची

निषिद्ध क्षेत्र का नाम	सीमाएं या अन्य विवरण
(1)	(2)
परमाणु खनिज अन्वेषण एवं अनुसंधान निदेशालय, (पूर्वोत्तर क्षेत्र, शिलांग) - 793 019 परमाणु ऊर्जा विभाग, भारत सरकार, नोंगमिनसैंग, शिलांग, पूर्वी खासी हिल्स जिला, मेघालय कार्यालय क्षेत्र: - 2.34 एकड़ क्षेत्र	उत्तर में - नोंगमिनसैंग पोस्टल ऑफिस आवासीय परिसर। दक्षिण में - परमाणु खनिज अन्वेषण एवं अनुसंधान निदेशालय आवासीय परिसर पूर्व में - खैरियम कबीले की भूमि पश्चिम में- लोक निर्माण विभाग की मुख्य रोड (पुलिस बाजार से नेइग्रिहम्स अस्पताल रोड तक)।

[फा. सं. एईए/19(1)/2017-ईआर]

जयंत खोब्रागडे, संयुक्त सचिव

DEPARTMENT OF ATOMIC ENERGY

Mumbai, the 14th February, 2019

S.O. 324.—In exercise of the powers conferred by clause(d) of section 3 of the Atomic Energy Act, 1962 (33 of 1962), the Central Government hereby declares the areas specified in the Schedule, to be the prohibited area, namely:-

SCHEDULE

Name of the Prohibited area	Boundaries or other description
(1)	(2)
Atomic Minerals Directorate for Exploration and Research (Northeastern Region, Shillong) – 793 019. Department of Atomic Energy, Government of India, Nongmynsong, Shillong, East Khasi Hills District, Meghalaya. Office area:-Area measuring 2.34 acres .	On the North - Nongmynsong Postal Office Residential Complex. On the South – Atomic Minerals Directorate for Exploration and Research Residential Complex. On the East – Khyriem Clan's Land. On the West – Main Public Works Department Road (Police Bazaar to NEIGRIHMS Hospital Road).

[F. No. AEA/19(1)/2017-ER]

JAYANT KHOBRAGADE, Jt. Secy.

आदेश

मुंबई, 14 फरवरी, 2019

का.आ. 325.— परमाणु ऊर्जा अधिनियम, 1962 (1962 का 33) की धारा 27 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार एतद्वारा यह निर्देशित करती है कि उपर्युक्त अधिनियम की धारा 19 द्वारा प्रदत्त शक्तियां उल्लिखित अनुसूची के कॉलम 2 के तहत तत्संबंधी प्रविष्टियों में उल्लिखित सभी या किसी अधिकारी द्वारा भी संलग्न अनुसूची के कॉलम (1) के तहत विनिर्दिष्ट क्षेत्र, जो प्रतिबंधित क्षेत्र हैं, के संबंध में प्रयोग की जा सकेगी:-

अनुसूची

निषिद्ध क्षेत्र का नाम	ऐसे अधिकारी जो अधिनियम की धारा 19 के तहत शक्तियों का प्रयोग कर सकते हैं।
(1)	(2)
परमाणु खनिज अन्वेषण एवं अनुसंधान निदेशालय (पूर्वोत्तर क्षेत्र, शिलांग) - 793 019 परमाणु ऊर्जा विभाग, भारत सरकार, नोंगमिनसैंग, शिलांग, पूर्वी खासी हिल्स जिला, मेघालय कार्यालय क्षेत्र: - 2.34 एकड़ क्षेत्र	1. क्षेत्रीय निदेशक, परमाणु खनिज अन्वेषण एवं अनुसंधान निदेशालय, उत्तर पूर्वोत्तर क्षेत्र 2. उप क्षेत्रीय निदेशक, परमाणु खनिज अन्वेषण एवं अनुसंधान निदेशालय, उत्तर पूर्वोत्तर क्षेत्र 3. सुरक्षा अधिकारी, परमाणु खनिज अन्वेषण एवं अनुसंधान निदेशालय, उत्तर पूर्वोत्तर क्षेत्र

[फा. सं. एईए/19(1)/2017-ईआर]

जयंत खोब्रागडे, संयुक्त सचिव

ORDER

Mumbai, the 14th February, 2019

S.O. 325.—In exercise of the powers conferred by section 27 of the Atomic Energy Act, 1962 (33 of 1962), the Central Government hereby directs that the powers conferred on it by section 19 of the said Act shall, in respect of the areas specified under column (1) of the Schedule annexed hereto, be exercisable also by all or any of the officers mentioned in the corresponding entries under column (2) of the said Schedule, namely:-

SCHEDULE

Name of the Prohibited area	The officer who may exercise powers under section 19 of the said Act
(1)	(2)
Atomic Minerals Directorate for Exploration and Research (Northeastern Region, Shillong) – 793 019 Department of Atomic Energy, Government of India, Nongmynsong, Shillong, East Khasi Hills District, Meghalaya. Office area:- Area measuring 2.34 acres	1. Regional Director, Atomic Minerals Directorate for Exploration and Research, North Eastern Region. 2. Deputy Regional Director, Atomic Minerals Directorate for Exploration and Research, North Eastern Region. 3. Security Officer, Atomic Minerals Directorate for Exploration and Research, North Eastern Region.

[F. No. AEA/19(1)/2017-ER]

JAYANT KHOBRAGADE, Jt. Secy.

मुंबई, 14 फरवरी, 2019

का.आ. 326.—परमाणु ऊर्जा अधिनियम, 1962 (1962 का 33) की धारा 3 के खंड (डी) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार एतद्वारा अनुसूची में विनिर्दिष्ट क्षेत्रों को निषिद्ध क्षेत्र के रूप में घोषित करती है जो इस प्रकार है :

अनुसूची

निषिद्ध क्षेत्र का नाम	सीमाएं या अन्य विवरण
(1)	(2)
परमाणु खनिज अन्वेषण एवं अनुसंधान निदेशालय, दक्षिणी क्षेत्र, नागरभावी, बेंगलूरु – 560072, भारत सरकार, परमाणु ऊर्जा विभाग, कर्नाटक राज्य। ऑफिस-सह-प्रयोगशाला परिसर: - नागरभावी गांव, बेंगलूरु उत्तर तालुक के सर्वेक्षण संख्या 6 में 15 एकड़ भूमि पूर्व, पश्चिम, उत्तर और दक्षिण में विश्वविद्यालय की भूमि से घिरी है, पूर्वोत्तर में सर्वेक्षण संख्या 57 की बाउन्ड्री लाइन और दक्षिण पश्चिम में ज्ञान भारती परिसर से विजयनगर जाने वाली सड़क।	उत्तर में- सर्वे संख्या 6, राष्ट्रीय शिक्षक शिक्षा परिषद। दक्षिण में- सर्वे संख्या 6, विश्वविद्यालय की भूमि पूर्व में- सर्वे संख्या 6, विश्वविद्यालय भूमि की सर्वे संख्या 57, मौलाना आजाद उर्दू विश्वविद्यालय परिसर। पश्चिम में- सर्वे संख्या 6, बेंगलूरु विश्वविद्यालय की आंतरिक सड़क।

[फा. सं. एईए/19(1)/2017-ईआर]

जयंत खोब्रागडे, संयुक्त सचिव

Mumbai, the 14th February, 2019

S.O. 326.—In exercise of the powers conferred by clause (d) of section 3 of the Atomic Energy Act, 1962 (33 of 1962), the Central Government hereby declares the areas specified in the Schedule, to be the prohibited area, namely:-

SCHEDULE

Name of the prohibited area	Boundaries or other description
(1)	(2)
Atomic Minerals Directorate for Exploration and Research, Southern Region, Nagarbhavi, Bengaluru- 560072. Department of Atomic Energy, Government of India, State of Karnataka .	On the North- Survey No.6, National Council for Teacher Education. On the South- Survey No.6, University land. On the East- Survey No.6, University land Survey No.57, Maulana Azad Urdu University campus.

Office cum Laboratory complex:- Area measuring 15 acres of land in survey number 6 of Nagarbhavi Village, Bengaluru North Taluk, bounded on the East, West, North and South by University Land, on the North East by boundary line of Survey number 57 and on the South West by the road going to Vijayanagar from Jnana Bharathi campus.	On the West- Survey No.6, Internal Road of Bengaluru University.
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[F. No. AEA/19(1)/2017-ER]

JAYANT KHOBRAGADE, Jt. Secy.

आदेश

मुंबई, 14 फरवरी, 2019

का.आ. 327.—परमाणु ऊर्जा अधिनियम, 1962 (1962 का 33) की धारा 27 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार एतद्वारा यह निर्देशित करती है कि उपर्युक्त अधिनियम की धारा 19 द्वारा प्रदत्त शक्तियां उल्लिखित अनुसूची के कॉलम 2 के तहत तत्संबंधी प्रविष्टियों में उल्लिखित सभी या किसी अधिकारी द्वारा भी संलग्न अनुसूची के कॉलम (1) के तहत विनिर्दिष्ट क्षेत्र, जो प्रतिबंधित क्षेत्र हैं, के संबंध में प्रयोग की जा सकेगी: -

अनुसूची

निषिद्ध क्षेत्र का नाम	अधिकारी जो उपर्युक्त अधिनियम की धारा 19 के तहत शक्तियों का प्रयोग कर सकता है
(1)	(2)
परमाणु खनिज अन्वेषण एवं अनुसंधान निदेशालय, दक्षिणी क्षेत्र नागर भावी बेंगलूर-560 072, परमाणु ऊर्जा विभाग, भारत सरकार, बेंगलूर - 560072, कर्नाटक राज्य ऑफिस सह प्रयोगशाला परिसर:- नागरभावी गांव, बेंगलूर उत्तर तालुक के सर्वेक्षण संख्या 6 में 15 एकड़ भूमि क्षेत्र, पूर्वोत्तर पर, सर्वेक्षण संख्या 57 की सीमा रेखा से पूर्व, पश्चिम, उत्तर और दक्षिण में स्थित है, दक्षिण पश्चिम में ज्ञान भारती परिसर से विजयनगर जाने वाली सड़क स्थित है।	1.क्षेत्रीय निदेशक, दक्षिणी क्षेत्र 2.उप क्षेत्रीय निदेशक, दक्षिणी क्षेत्र

[फा. सं. एईए/19(1)/2017-ईआर]

जयंत खोब्रागड़े, संयुक्त सचिव

ORDER

Mumbai, the 14th February, 2019

S.O. 327.—In exercise of the powers conferred by section 27 of the Atomic Energy Act, 1962 (33 of 1962), the Central Government hereby directs that the powers conferred on it by section 19 of the said Act shall, in respect of the areas specified under column(1) of the Schedule annexed hereto, being a prohibited area, be exercisable also by all or any of the officers mentioned in the corresponding entries under column (2) of the said Schedule, namely:-

SCHEDULE

Name of the prohibited area	The officer who may exercise powers under section 19 of the said Act
(1)	(2)
Atomic Minerals Directorate for Exploration and Research, Southern Region, Nagarbhavi, Bengaluru - 560 072. Department of Atomic Energy, Government of India, State of Karnataka.	1.Regional Director, Southern Region. 2.Deputy Regional Director, Southern Region.

Office cum Laboratory complex:- Area measuring 15 acres of land in survey number 6 of Nagarbhavi Village, Bengaluru North Taluk, bounded on the East, West, North and South by University Land, on the North East by boundary line of Survey number 57 and on the South West by the road going to Vijayanagar from Jnana Bharathi campus.	
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[F. No. AEA/19(1)/2017-ER]

JAYANT KHOBRAGADE, Jt. Secy.

मुंबई, 14 फरवरी, 2019

का.आ. 328.—परमाणु ऊर्जा अधिनियम, 1962 (1962 का 33) की धारा 3 के खंड (डी) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार एतद्वारा अनुसूची में विनिर्दिष्ट क्षेत्रों को निषिद्ध क्षेत्र के रूप में घोषित करती है जो इस प्रकार है:

अनुसूची

निषिद्ध क्षेत्र का नाम	सीमाएं या अन्य विवरण
1	2
परमाणु खनिज अन्वेषण एवं अनुसंधान निदेशालय परमाणु ऊर्जा विभाग, भारत सरकार पश्चिमी क्षेत्र, सेक्टर 5, (विस्तार) राजस्थान हाउसिंग बोर्ड, सांगानेर, जयपुर -302033	उत्तर पूर्व में: सार्वजनिक सड़क 30 फीट चौड़ी, टोंक रोड एनएच-12 से सांगानेर गांव से जुड़ी सड़क। उत्तर पश्चिम में: परमाणु खनिज अन्वेषण एवं अनुसंधान निदेशालय आवासीय कॉलोनी
परमाणु खनिज अन्वेषण एवं अनुसंधान निदेशालय, परिसर साइट:- क्षेत्रफल 24,272 वर्ग मीटर राजस्थान हाउसिंग बोर्ड, खसरा नं 406/700 और 406/723 की भूमि, सब- डिविज़न सांगानेर, जिला-जयपुर, राजस्थान	दक्षिण पूर्व में: सार्वजनिक सड़क 30 फीट चौड़ी (टोंक रोड एनएच 12 से सांगानेर गांव से जुड़ी सड़क)। दक्षिण पश्चिम में: परमाणु खनिज निदेशालय के लिए 30 फीट चौड़ी सार्वजनिक सड़क अन्वेषण और अनुसंधान आवासीय कॉलोनी.

[फा. सं. एईए/19(1)/2017-ईआर]

जयंत खोब्रागड़े, संयुक्त सचिव

Mumbai, the 14th February, 2019

S.O. 328.—In exercise of the powers conferred by clause (d) of section 3 of the Atomic Energy Act, 1962 (33 of 1962), the Central Government hereby declares the area specified in the Schedule, to be the prohibited area namely -

SCHEDULE

Name of the Prohibited area	Boundaries or other description
1	2
Atomic Minerals Directorate For Exploration and Research, Department of Atomic Energy, Government of India. Western Region, Sector 5, (EXT.) Rajasthan Housing Board, Sanganeer, JAIPUR-302033.	On the North East: Public road 30 feet wide, Road linked with Tonk Road N H 12 to Sanganeer village. On the North west: Atomic Minerals Directorate For Exploration and Research, Residential Colony.
Atomic Minerals Directorate For Exploration and Research, Complex site:- Area measuring 24,272sq.mtr. in Rajasthan Housing Board, Land of Khasara No.406/700 and 406/723, under sub-division Sanganeer, District- Jaipur, Rajasthan.	On the South East: Public road 30 feet wide (Road linked with Tonk Road N H 12 to Sanganeer village). On the South West: Public road 30 feet wide towards Atomic Minerals Directorate For Exploration and Research Residential colony.

[F. No. AEA/19(1)/2017-ER]

JAYANT KHOBRAGADE, Jt. Secy.

आदेश

मुंबई, 14 फरवरी, 2019

का.आ. 329.—परमाणु ऊर्जा अधिनियम, 1962 (1962 का 33) की धारा 27 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार एतद्वारा यह निर्देशित करती है कि उपर्युक्त अधिनियम की धारा 19 द्वारा प्रदत्त शक्तियां उल्लिखित अनुसूची के कॉलम 2 के तहत तत्संबंधी प्रविष्टियों में उल्लिखित सभी या किसी अधिकारी द्वारा भी संलग्न अनुसूची के कॉलम (1) के तहत विनिर्दिष्ट क्षेत्र, जो प्रतिबंधित क्षेत्र हैं, के संबंध में प्रयोग की जा सकेगी:-

अनुसूची

निषिद्ध क्षेत्र का नाम	अधिकारी जो उपर्युक्त अधिनियम के धारा 19 के तहत शक्तियों का प्रयोग कर सकते हैं
1	2
परमाणु खनिज अन्वेषण एवं अनुसंधान निदेशालय परमाणु ऊर्जा विभाग, भारत सरकार पश्चिमी क्षेत्र, सेक्टर 5, (विस्तार) राजस्थान हाउसिंग बोर्ड, सांगानेर, जयपुर - 302033 राजस्थान। परमाणु खनिज अन्वेषण एवं अनुसंधान निदेशालय, परिसर स्थल सब-डिविज़न सांगानेर, जिला-जयपुर, राजस्थान के तहत राजस्थान हाउसिंग बोर्ड आरएचबी का 24,272 वर्ग मीटर का क्षेत्रफल खसरा नं. 406/700 और 406/723 की भूमि।	क्षेत्रीय निदेशक उप क्षेत्रीय निदेशक सहायक कार्मिक अधिकारी सुरक्षा अधिकारी

[फा. सं. एईए/19(1)/2017-ईआर]

जयंत खोब्रागडे, संयुक्त सचिव

ORDER

Mumbai, the 14th February, 2019

S.O. 329.—In exercise of the powers conferred by section 27 of the Atomic Energy Act 1962 (33 of 1962), the central Government hereby directs that the power conferred on it by section 19 of the said Act shall, in respect of the areas specified under column (1) of the schedule annexed hereto, being a prohibited area, be exercisable also by all or any of the officer mentioned in the corresponding entries under column (2) of the said Schedule, namely:-

SCHEDULE

Name of the Prohibited area	The Officers who may exercise powers under section 19 of the said Act.
1	2
Atomic Minerals Directorate For Exploration and Research, Department of Atomic Energy, Govt. of India Western Region, Sector -5, (EXT.) Rajasthan Housing Board, Sanganeer, JAIPUR-302033, Rajasthan.	Regional Director. Deputy Regional Director. Assistant Personnel Officer. Security Officer.
Atomic Minerals Directorate For Exploration and Research, Complex site Area measuring 24,272sq.m in Rajasthan Housing Board R.H.B. Land of Khasara No.406/700 and 406/723, under sub-division Sanganeer, District- Jaipur, Rajasthan.	

[F. No. AEA/19(1)/2017-ER]

JAYANT KHOBRAGADE, Jt. Secy.

मुंबई, 14 फरवरी, 2019

का.आ. 330.—परमाणु ऊर्जा अधिनियम, 1962 (1962 का 33) की धारा 3 के खंड (डी) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार एतद्वारा अनुसूची में विनिर्दिष्ट क्षेत्रों को निषिद्ध क्षेत्र के रूप में घोषित करती है जो इस प्रकार है:

अनुसूची

निषिद्ध क्षेत्र का नाम						सीमाएं या अन्य विवरण
(1)						(2)
परमाणु खनिज अन्वेषण एवं अनुसंधान निदेशालय पूर्वी क्षेत्र, परमाणु ऊर्जा विभाग, भारत सरकार, जिला- पूर्वी सिंहभूम, टाटानगर - 831002, झारखंड संयंत्र स्थल :- परमाणु खनिज अन्वेषण एवं अनुसंधान निदेशालय, कार्यालय परिसर क्षेत्र 3.80 एकड़ (15387.3169 वर्ग मीटर)						उत्तर की ओर: कितादीह रोड दक्षिण की तरफ: ग्रामीण इंजीनियरिंग संगठन और ब्लॉक विकास ब्लॉक विकास कार्यालय पूर्व की ओर: जमशेदपुर-क्योंझार, राजमार्ग पश्चिम की तरफ: टाटानगर खासमहल प्लॉट संख्या 222, 245, 482, 570, 477 और 476 जो परमाणु खनिज अन्वेषण और अनुसंधान निदेशालय का आवासीय क्षेत्र।
मौज़ा	थाना	खाता नंबर	प्लॉट नं	टाटानगर खासमहल प्लॉट नं.	प्लॉट	
किताधि	1167	445	1392/P	206,	207,	
				208,	209,	
				210,	211,	
				212,	213,	
				214,	215,	
				216,	217,	
				218,	219,	
				220,	221,	
				596,	597	
			एवं 598.			

[फा.सं. एईए/19(1)/2017-ईआर]

जयंत खोब्रागडे, संयुक्त सचिव

Mumbai, the 14th February, 2019

S.O. 330.—In exercise of the powers conferred by clause (d) of section 3 of the Atomic Energy Act, 1962 (33 of 1962), the Central Government hereby declares the area specified in the Schedule, to be the prohibited area, namely :-

SCHEDULE

Name of the prohibited area	Boundaries or other description
(1)	(2)
Atomic Minerals Directorate for Exploration and Research, Eastern Region, Department of Atomic Energy, Government of India, Dist. East Singhbhum, Tatanagar - 831002, Jharkhand.	North side :Kitadih Road South side :Rural Engineering Organisation and Block Development Office East side: Jamshedpur-Keonjhar, Highway

Plant site :-						West side : Tatanagar Khasmahal Plot No.222, 245, 482, 570, 477 and 476 belong to Atomic Minerals Directorate for Exploration and Research, Residential area.
AtomicMineralsDirectorate for Exploration and Research, Office Complex Area 3.80 Acre (15387.3169 sq.m)						
Mouza	Thana	Khata Number.	Plot No.	Tatanagar Khasmahal Plot Nos.	Plot	
Kitadih	1167	445	1392/P	206,	207,	
				208,	209,	
				210,	211,	
				212,	213,	
				214,	215,	
				216,	217,	
				218,	219,	
				220,	221,	
				596,	597	
and 598.						

[F. No. AEA/19(1)/2017-ER]

JAYANT KHOBRAGADE, Jt. Secy.

आदेश

मुंबई, 14 फरवरी, 2019

का.आ. 331.—परमाणु ऊर्जा अधिनियम, 1962 (1962 का 33) की धारा 27 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार एतद्वारा यह निर्देशित करती है कि उपर्युक्त अधिनियम की धारा 19 द्वारा प्रदत्त शक्तियां उल्लिखित अनुसूची के कॉलम 2 के तहत तत्संबंधी प्रविष्टियों में उल्लिखित सभी या किसी अधिकारी द्वारा भी संलग्न अनुसूची के कॉलम (1) के तहत विनिर्दिष्ट क्षेत्र, जो प्रतिबंधित क्षेत्र हैं, के संबंध में प्रयोग की जा सकेगी :-

अनुसूची

निषिद्ध क्षेत्र का नाम	अधिकारी जो अधिनियम के धारा 19 के तहत शक्तियों का प्रयोग कर सकता है
(1)	(2)
परमाणु खनिज अन्वेषण एवं अनुसंधान निदेशालय पूर्वी क्षेत्र, परमाणु ऊर्जा विभाग, भारत सरकार, जिला- पूर्वी सिंहभूम, टाटानगर - 831002, झारखंड	1. क्षेत्रीय निदेशक, परमाणु खनिज अन्वेषण एवं अनुसंधान निदेशालय, पूर्वी क्षेत्र 2. उप क्षेत्रीय निदेशक, परमाणु खनिज निदेशालय और अनुसंधान, पूर्वी क्षेत्र
कार्यालय साइट: - किताडीह मौजा, थाना सं. 1167 के अंतर्गत 3.80 एकड़ (15387.3169 वर्ग मीटर) क्षेत्र, खाता संख्या 445 प्लॉट संख्या 1392/पी तथा टाटानगर खासमहल प्लॉट नं. 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 596, 597 और 598	3. सहायक कार्मिक अधिकारी, परमाणु खनिज अन्वेषण एवं अनुसंधान निदेशालय, पूर्वी क्षेत्र 4. सुरक्षा अधिकारी परमाणु खनिज अन्वेषण एवं अनुसंधान निदेशालय, पूर्वी क्षेत्र

[फा. सं. एईए/19(1)/2017-ईआर]

जयंत खोब्रागड़े, संयुक्त सचिव

ORDER

Mumbai, the 14th February, 2019

S.O.331.—In exercise of the powers conferred by section 27 of the Atomic Energy Act 1962 (33 of 1962), the central Government hereby directs that the powers conferred on it by section 19 of the said Act shall, in respect of the areas specified under column (1) of the schedule annexed hereto, being a prohibited area, be exercisable also by all or any of the officers mentioned in the corresponding entries under column (2) of the said Schedule, namely:-

SCHEDULE

Name of the Prohibited area	The Officer who may exercise powers under section 19 of the said Act
(1)	(2)
Atomic Minerals Directorate for Exploration and Research, Eastern Region, Department of Atomic Energy, Government of India, Dist. East Singhbhum, Tatanagar - 831002, Jharkhand.	1. Regional Director, Atomic Minerals Directorate for Exploration and Research, Eastern Region. 2. Deputy Regional Director, Atomic Minerals Directorate for Exploration and Research, Eastern Region.
Office Site:- Area measuring 3.80 Acre (15387.3169 sq.m) falling under Kitadih Mouza, Thana No. 1167, Khata Number 445 Plot Number 1392/P and Tatanagar Khasmahal Plot Numbers 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 596, 597 and 598.	3. Assistant Personnel Officer, Atomic Minerals Directorate for Exploration and Research, Eastern Region. 4. Security Officer, Atomic Minerals Directorate for Exploration and Research, Eastern Region.

[F. No. AEA/19(1)/2017-ER]

JAYANT KHOBRAGADE, Jt. Secy.

मुंबई, 14 फरवरी, 2019

का. आ. 332.—परमाणु ऊर्जा अधिनियम, 1962 (1962 का 33) की धारा 3 के खंड (डी) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार एतद्वारा अनुसूची में विनिर्दिष्ट क्षेत्रों को निषिद्ध क्षेत्र के रूप में घोषित करती है जो इस प्रकार है:

निषिद्ध क्षेत्र का नाम	सीमाएं या अन्य विवरण
(1)	(2)
परमाणु खनिज अन्वेषण एवं अनुसंधान निदेशालय का कार्यालय परिसर	उत्तर में: सेमिनरी पहाड़ियों की ओर तेलेंखेड़ी रोड।
परमाणु ऊर्जा विभाग, भारत सरकार, जिला नागपुर, महाराष्ट्र- 440001	पूर्व में: केंद्रीय लोक निर्माण विभाग के क्वार्टर और भारत की राष्ट्रीय ईसाई परिषद।
निम्नलिखित उप खंडों के तहत 5.77 एकड़ क्षेत्र :- सर्वेक्षण संख्या 51, 52 बंगला नंबर 16ए 16बी शीट संख्या 109, 110/98 खसरा संख्या 9 मौज़ा धरमपेट	दक्षिण में: बी और सी बंगले (राज्य सरकार) और केंद्रीय प्रांत क्लब रोड। पश्चिम में: रविनगर और बी और सी बंगलों की ओर सड़क (राज्य सरकार)

[फा. सं. एईए/19(1)/2017-ईआर]

जयंत खोब्रागडे, संयुक्त सचिव

Mumbai, the 14th February, 2019

S.O. 332.—In exercise of the powers conferred by clause(d) of section (3) of the Atomic Energy Act, 1962(33 of 1962), the central Government hereby declares the areas specified in the schedule, to be the prohibited area, namely:-

SCHEDULE

Name of the prohibited area	Boundaries or other description
(1)	(2)
Atomic Minerals Directorate for Exploration and Research Office Complex Department of Atomic Energy, Government of India, District Nagpur Maharashtra- 440001 Area measuring 5.77 acres under following sub division of :- SURVEY NUMBER 51,52 BUNGALOW NUMBER 16A 16B SHEET NUMBER 109,110/98 KHASRA NUMBER 9 MAUZA DHARAMPETH.	On the North: Telenkhedi road towards Seminary hills. On the East: Central Public Works Department quarters and National Christian council of India. On the South: B and C Bungalows (State Government) and Central Provinces club road. On the West: Road towards Ravinagar and B and C bungalows (State Government)

[F. No. AEA/19(1)/2017-ER]

JAYANT KHOBRAGADE, Jt. Secy.

आदेश

मुंबई, 14 फरवरी, 2019

का.आ. 333.—परमाणु ऊर्जा अधिनियम, 1962 (1962 का 33) की धारा 27 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार एतद्वारा यह निर्देशित करती है कि उपर्युक्त अधिनियम की धारा 19 द्वारा प्रदत्त शक्तियां उल्लिखित अनुसूची के कॉलम 2 के तहत तत्संबंधी प्रविष्टियों में उल्लिखित सभी या किसी अधिकारी द्वारा भी संलग्न अनुसूची के कॉलम (1) के तहत विनिर्दिष्ट क्षेत्र, जो प्रतिबंधित क्षेत्र हैं, के संबंध में प्रयोग की जा सकेगी:-

अनुसूची

निषिद्ध क्षेत्र का नाम	अधिकारी जो अधिनियम के धारा 19 के तहत शक्तियों का प्रयोग कर सकते हैं
(1)	(2)
परमाणु खनिज अन्वेषण एवं अनुसंधान निदेशालय का कार्यालय परिसर परमाणु ऊर्जा विभाग, भारत सरकार, जिला नागपुर महाराष्ट्र- 440001 निम्नलिखित उप खंडों के तहत 5.77 एकड़ क्षेत्र :- सर्वेक्षण संख्या 51,52 बंगला नंबर 16ए 16बी शीट संख्या 109,110/98 खसरा संख्या 9 मौज़ा धरमपेट	1. क्षेत्रीय निदेशक, मध्यवर्ती क्षेत्र, परमाणु खनिज अन्वेषण एवं अनुसंधान निदेशालय नागपुर. 2 उप क्षेत्रीय निदेशक, मध्यवर्ती क्षेत्र, परमाणु खनिज अन्वेषण एवं अनुसंधान निदेशालय, नागपुर. 3. सहायक कार्मिक अधिकारी, मध्यवर्ती क्षेत्र, परमाणु खनिज अन्वेषण एवं अनुसंधान निदेशालय, नागपुर

[फा. सं. एईए/19(1)/2017-ईआर]

जयंत खोब्रागडे, संयुक्त सचिव

ORDER

Mumbai, the 14th February, 2019

S.O. 333.—In exercise of the powers conferred by section 27 of the Atomic Energy Act, 1962 (33 of 1962) the central government hereby directs that the powers conferred on it by section 19 of the said Act shall, in respect of the areas specified under column(1) of the schedule annexed hereto, being a prohibited area, be exercisable also by all or any of the officers mentioned in the corresponding entries in column(2) of the said schedule, namely:-

SCHEDULE

Name of the prohibited Area.	The Officer who may exercise powers under section 19 of the said Act.
(1)	(2)
Atomic Minerals Directorate for Exploration and Research Office Complex. Department of Atomic Energy, Government of India, District Nagpur Maharashtra- 440001. Area measuring 5.77 acres under following sub division of:- SURVEY NUMBER 51,52 BUNGALOW NUMBER 16A 16B SHEET NUMBER 109,110/98 KHASRA NUMBER 9 MAUZA DHARAMPETH.	1. Regional Director, Central Region, Atomic Mineral Directorate for Exploration and Research, Nagpur. 2. Deputy Regional Director, Central Region, Atomic Mineral Directorate for Exploration and Research, Nagpur. 3. Assistant personnel officer, Central Region, Atomic Mineral Directorate for Exploration and Research, Nagpur.

[F. No. AEA/19(1)/2017-ER]

JAYANT KHOBRAGADE, Jt. Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 25 फरवरी, 2019

का.आ. 334—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2215 तारीख 14 सितम्बर, 2017 जो भारत के राजपत्र क्रमांक 38 तारीख 17 सितम्बर – 23 सितम्बर 2017 एवं का.आ. 1101 तारीख 17 जुलाई, 2018 जो भारत के राजपत्र क्रमांक 29, तारीख 22 जुलाई – 28 जुलाई 2018 में प्रकाशित की गई थी द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में महाराष्ट्र राज्य में जिला नासिक में तालुका नांदगांव कोयली – अहमदनगर – सोलापुर पेट्रोलियम परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिनियम की प्रतियां जनता को तारीख 19 सितम्बर, 2018 तक उपलब्ध करा की गई थी ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट की है ;

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

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (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 लिए उपयोग के अधिकार का अर्जन किया जाए ;

और सरकार उक्त अधिनियम की धारा 6 की उप-धारा (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 से केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगी ।

पेट्रोलियम और खनिज पाइपलाइन अधिनियम, 1962 की धारा 10 के अधीन किसी भी क्षतिपूर्ति के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड पूर्णतया उत्तरदायी होगी और पाइपलाइन से सम्बन्धित किसी भी मामले पर केन्द्रीय सरकार के विरुद्ध कोई वाद दावा या कानूनी कार्यवाही नहीं हो सकेगी ।

अनुसूची

तालुका:-नांदगांव	जिला:- नासिक		राज्य:- महाराष्ट्र		
मौजे / ग्राम	सर्वे / ब्लाक / सं. (प्लोट सं.)	सब-डीव-सं.	क्षेत्रफल		
			हेक्टेयर	आरे	वर्ग मीटर

(1)	(2)	(3)	(4)	(5)	(5)
बोयगांव	142		00	29	64
भाडी	106		00	05	58
	105 / 1ब		00	11	82
	105 / 2		00	10	86
	104 / 1		00	11	39
	104 / 2		00	11	59
	103 / अ / 2		00	06	66
			00	06	10
	103 / ब / 2 / 2				
	103 / अ / 1 / ब		00	06	31
	103 / ब / 2 / 1		00	05	50
	103 / ब / 1 / 3				
			00	07	84
	103 / ब / 1 / 2		00	07	73
	103 / ब / 1 / 1		00	09	67
	102 / 1				
	102 / 2		00	40	35
	101		00	39	68
	100		00	25	37
नवसारी	179 / 1		00	23	62
	178		00	11	24
	177		00	22	85
	162		00	27	37
	160		00	09	43
	159		00	08	12
	158		00	11	77
	157		00	03	83
	156		00	21	35
	161		00	00	20
	154		00	10	13
	155		00	20	53
	122 / अ / 2		00	45	72
	120 / अ / 1		00	11	32
	120 / अ / 2		00	11	88
	120 / ब / 1		00	18	77
	119 / 1		00	19	42
	119 / 2		00	04	04
खादगांव	34		00	58	17
	37 / 1 / 1		00	09	24
	37 / 1 / 2		00	12	27
	37 / 1 / 3		00	14	49
	37 / 4		00	61	81
	1 / ब / 2 / अ		00	13	95
	2 / ब		00	21	90
	288		00	51	43
	289 / ड		00	17	42
	289 / ई		00	01	35
	289 / क		00	01	92
	302		00	08	96
	298		00	04	56
	299		00	15	72
	300 / 1		00	05	35
	300 / 2		00	15	07

(1)	(2)	(3)	(4)	(5)	(5)
खादगांव	301		00	07	92
	305 / अ		00	25	96
	206 / 1		00	10	96
	206 / 1 / अ		00	05	93
	206 / 2		00	00	98
	205 / 1		00	06	69
	205 / 2		00	01	55
	205 / 3		00	08	26
	204		00	14	71
	203		00	08	38
	202 / 1		00	23	03
	202 / 2 / 2		00	11	12
	202 / 2 / 3		00	11	23
	201 / ब		00	03	42
	201 / 2 / अ		00	20	97
अस्तगांव	26		00	12	45
	36 / 1		00	22	58
	36 / 2		00	08	65
	34		00	21	85
	35 / 1		00	23	76
	35 / 2		00	00	04
	42		00	00	32
	41		00	04	55
	43		00	05	73
	44		00	04	27
	54 पैकी		00	30	53
	55 / 4		00	09	27
	55 / 6		00	16	13
	55 / 7		00	26	81
	54 / 5		00	03	57
	106 / 1		00	00	60
	106 / 2		00	29	96
	106 / 3		00	45	68
	109 / ब1 / अ1 / 2 / 1		00	30	09
	109 / ब1 / अ / 3 / 1		00	30	54
	109 / ब1 / अ / 3 / 3		00	08	27
	120 / 3		00	23	62
	121 / 2		00	73	94
	122 / 2		00	41	97
	123 / 1		00	05	98
	123 / 2		00	06	16
	123 / 3		00	08	14
	123 / 4		00	08	22
	123 / 5		00	06	19
	123 / 6		00	00	64
	124		00	19	95
	125		00	10	75

[फा. सं. आर-11025(11)6 / 2018-ओआर-I / ई-23678]

शान्तनु धर, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 25th February, 2019

S.O. 334.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas vide S.O. No. 2215 dated the 14th September, 2017, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), Published in the Gazette of India No.38 dated the 17th September-23rd September 2017, and Gazette of India, No.29 dated 22 – 28 July, 2018 S.O.No.1101 dated 17th July 2018 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 Koyali-

Ahmednagar-Solapur Pipeline for the transportation of Petroleum Products in Taluka Nandgaon in Nashik District in the State of Maharashtra by Indian Oil Corporation Limited;

And whereas copies of the said Gazette notification were made available to the public up to 19th September 2018;

And whereas the competent authority has under sub-section (1) of Section 6 of said act submitted report to the Central Government;

And Whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of the declaration, in Indian Oil Corporation Limited, free from all encumbrances.

Indian Oil Corporation Limited shall be exclusively liable for any compensation in terms of Section 10 of the P & MP Act, 1962 and no suit, claim or legal proceeding would lie against the Central Government on any matter relating to the pipeline.

SCHEDULE

Taluka:- Nandgaon	District:- Nashik		State :- Maharashtra		
Mouje / Village	Survey/Block No.	Sub-Div-No.	Area		
			Hectare	Are	Sq.mtr.
(1)	(2)	(3)	(4)	(5)	(6)
Boygaon	142		00	29	64
Bhardi	106		00	05	58
	105/1B		00	11	82
	105/2		00	10	86
	104/1		00	11	39
	104/2		00	11	59
	103/A/2		00	06	66
	103/B/2/2		00	06	10
	103/A/1/B		00	06	31
	103/B/2/1		00	05	50
	103/B/1/3		00	07	84
	103/B/1/2		00	07	73
	103/B/1/1		00	09	67
	102/1		00	40	35
	102/2		00	39	68
	101		00	25	37
	100		00	23	62
Nawasari	179/1		00	11	24
	178		00	22	85
	177		00	27	37
	162		00	09	43
	160		00	08	12
	159		00	11	77
	158		00	03	83
	157		00	21	35
	156		00	00	20
	161		00	10	13
	154		00	20	53
	155		00	45	72
	122/A/2		00	11	32
	120/A/1		00	11	88
	120/A/2		00	18	77
	120/B/1		00	19	42
	119/1		00	04	04
	119/2		00	58	17
Khadgaon	34		00	09	24
	37/1/1		00		

(1)	(2)	(3)	(4)	(5)	(6)
Khadgaon	37/1/2		00	12	27
	37/1/3		00	14	49
	37/4		00	61	81
	1/B/2/A		00	13	95
	2/B		00	21	90
	288		00	51	43
	289/D		00	17	42
	289/E		00	01	35
	289/K		00	01	92
	302		00	08	96
	298		00	04	56
	299		00	15	72
	300/1		00	05	35
	300/2		00	15	07
	301		00	07	92
	305/A		00	25	96
	206/1		00	10	96
	206/1/A		00	05	93
	206/2		00	00	98
	205/1		00	06	69
	205/2		00	01	55
	205/3		00	08	26
	204		00	14	71
	203		00	08	38
	202/1		00	23	03
	202/2/2		00	11	12
	202/2/3		00	11	23
	201/B		00	03	42
	201/2/A		00	20	97
Astagaon	26		00	12	45
	36/1		00	22	58
	36/2		00	08	65
	34		00	21	85
	35/1		00	23	76
	35/2		00	00	04
	42		00	00	32
	41		00	04	55
	43		00	05	73
	44		00	04	27
	54 Paiki		00	30	53
	55/4		00	09	27
	55/6		00	16	13
	55/7		00	26	81
	54/5		00	03	57
	106/1		00	00	60
	106/2		00	29	96
	106/3		00	45	68
	109/B1/A1/2/1		00	30	09
	109/B1/A/3/1		00	30	54
	109/B1/A/3/3		00	08	27
	120/3		00	23	62
	121/2		00	73	94
	122/2		00	41	97
	123/1		00	05	98
	123/2		00	06	16
	123/3		00	08	14
	123/4		00	08	22
	123/5		00	06	19
	123/6		00	00	64
	124		00	19	95
	125		00	10	75

नई दिल्ली, 25 फरवरी, 2019

का.आ. 335.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 1097 तारीख 17 जुलाई, 2018 जो भारत के राजपत्र क्रमांक 29, तारीख 22 जुलाई — 28 जुलाई 2018 में प्रकाशित की गई थी द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में महाराष्ट्र राज्य में जिला अहमदनगर में तालुका नगर कोयली — अहमदनगर — सोलापुर पेट्रोलियम परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाईन बिछाने के प्रयोजन के लिए उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिनियम की प्रतियां जनता को तारीख 25 अक्टूबर 2018 तक उपलब्ध करा दी गई थी ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट की है ;

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

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाईन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाए ;

और सरकार उक्त अधिनियम की धारा 6 की उप-धारा (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 से केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगी ।

पेट्रोलियम और खनिज पाइपलाईन अधिनियम, 1962 की धारा 10 के अधीन किसी भी क्षतिपूर्ति के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड पूर्णतया उत्तरदायी होगी और पाइपलाईन से सम्बन्धित किसी भी मामले पर केन्द्रीय सरकार के विरुद्ध कोई वाद दावा या कानूनी कार्यवाही नहीं हो सकेगी ।

अनुसूची

तालुका:— नगर	जिला:— अहमदनगर		राज्य:— महाराष्ट्र		
मौजे / ग्राम	सर्वे / ब्लाक / सं. (प्लोट सं.)	सब-डीव-सं.	क्षेत्रफल		
			हेक्टेयर	आरे	वर्ग मीटर

(1)	(2)	(3)	(4)	(5)	(6)
नांदगांव	9/1ब/1/2		00	10	23
	10/1अ/2अ/2		00	01	31
	10/1अ/2अ/2		00	26	03
	10/1अ/2ब/1अ/1/1ब/1		00	13	31
	10/1अ/2ब/1अ/1/1ब/3		00	01	11
	11/2		00	18	35
	11/1		00	09	67
	13/1		00	15	89
	13/2/1		00	17	28
शिंगवे	32/1/1/ब/1		00	12	56
	32/2/1		00	11	16
	32/3/1		00	10	43
	30/2/3/अ1		00	11	61
	30/4/5/1/2		00	07	57
	30/4/5/1/3		00	03	88

(1)	(2)	(3)	(4)	(5)	(6)
	29 / 1		00	07	19
	29 / 2अ		00	08	14
	29 / 5		00	07	82
	28 / 1ब / 2 / 2		00	08	93
	28 / 1अ / 2 / 1		00	08	52
	28 / 2 / 5		00	08	75
	27 / 1अ		00	06	61
	27 / 1क / 6अ / 3 / 4 / 5 / 2		00	03	23
	27 / 1क / 6अ / 3 / 4 / 5 / 3		00	03	53
	27 / 7 / 2		00	04	25
	27 / 7 / 1		00	04	34
	27 / 8		00	04	81
	113 / 1		00	13	36
	18 / 2		00	18	65
	18 / 1		00	03	19
	81 / 4		00	23	94
	81 / 3		00	02	74
	78 / 1अ		00	01	01
	78 / 1 / ब / 4 / ब		00	10	98
	79		00	32	38
इसमालपुर	18		00	12	75
	19 / 2		00	00	85
	17		00	05	77
	16		00	06	32
	15 / 1		00	06	88
	15 / 2		00	20	03
	111		00	09	68
	110		00	06	52
	108 / 1		00	11	69
	108 / 2		00	06	93
	107 / 1		00	15	58
	99 / 3 / 1		00	00	22
	122		00	00	33
	123 / 1		00	04	95
	123 / 2		00	03	09
	126 / 1		00	06	02

(1)	(2)	(3)	(4)	(5)	(6)
	130 / 1 / 1		00	06	81
	130 / 1 / 2		00	05	69
	130 / 1 / 3		00	02	78
	130 / 1 / 4		00	03	16
	130 / 1 / 5		00	06	48
	130 / 1 / 6		00	03	24
	130 / 2		00	02	99
	132 / 1 / 2		00	05	33
	132 / 3 / 1		00	05	04
	136		00	21	91
देहरे	221		00	13	22
	220 / 1		00	17	36
	219		00	55	80
	195		00	09	02
	195		00	13	52
	196		00	36	39
	197 / 3		00	09	24
	197 / 1 / अ		00	06	59
	198 / 1		00	26	50
	199 / 1 (199 / 3)		00	21	39
	189 / 1अ		00	22	08
	189 / 2		00	20	07
	178 / 2		00	26	21
	178 / 1 / अ / 2 / 1 / ब / 2		00	08	55
	178 / 1 / अ / 1		00	23	65
	178 / 1 / ब / 1		00	06	33

[फा. सं. आर-11025(11)6 / 2018-ओआर-I / ई-23678]

शान्तनु धर, अवर सचिव

New Delhi, the 25th February, 2019

S. O. 335.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas vide S.O.No.1097 dated 17th July 2018 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (here in after referred to as the said Act), Published in the Gazette of India, No.29 dated 22 – 28 July, 2018 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 Koyali-Ahmednagar-Solapur Pipeline for the transportation of Petroleum Products in Taluka Rahuri in Ahmadnagar District in the State of Maharashtra by Indian Oil Corporation Limited;

And whereas copies of the said Gazette notification were made available to the public up to 25 October 2018;

And whereas the competent authority has under sub-section (1) of Section 6 of said act submitted report to the Central Government;

And Whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of the declaration, in Indian Oil Corporation Limited, free from all encumbrances.

Indian Oil Corporation Limited shall be exclusively liable for any compensation in terms of Section 10 of the P & MP Act, 1962 and no suit, claim or legal proceeding would lie against the Central Government on any matter relating to the pipeline.

SCHEDULE

Taluka:- Nagar	District:- Ahmadnagar		State :- Maharashtra		
Mouje / Village	Survey/Block No.	Sub-Div-No.	Area		
			Hectare	Are	Sq.mtr.

(1)	(2)	(3)	(4)	(5)	(6)
Nandgaon	9/1B/1/2		00	10	23
	10/1A/2A/2		00	01	31
	10/1A/2A/2		00	26	03
	10/1A/2B/1A/1/1B/1		00	13	31
	10/1A/2B/1A/1/1B/3		00	01	11
	11/2		00	18	35
	11/1		00	09	67
	13/1		00	15	89
	13/2/1		00	17	28
Shingawe	32/1/1/B/1		00	12	56
	32/2/1		00	11	16
	32/3/1		00	10	43
	30/2/3/A1		00	11	61
	30/4/5/1/2		00	07	57
	30/4/5/1/3		00	03	88
	29/1		00	07	19
	29/2A		00	08	14
	29/5		00	07	82
	28/1B/2/2		00	08	93
	28/1A/2/1		00	08	52
	28/2/5		00	08	75
	27/1A		00	06	61
	27/1K/6A/3/4/5/2		00	03	23
	27/1K/6A/3/4/5/3		00	03	53
	27/7/2		00	04	25
	27/7/1		00	04	34

(1)	(2)	(3)	(4)	(5)	(6)
	27/8		00	04	81
	113/1		00	13	36
	18/2		00	18	64
	18/1		00	03	19
	81/4		00	23	94
	81/3		00	02	74
	78/1A		00	01	01
	78/1/B/4/B		00	10	98
	79		00	32	38
Ismalpur	18		00	12	75
	19/2		00	00	85
	17		00	05	77
	16		00	06	32
	15/1		00	06	88
	15/2		00	20	03
	111		00	09	68
	110		00	06	52
	108/1		00	11	69
	108/2		00	06	93
	107/1		00	15	58
	99/3/1		00	00	22
	122		00	00	33
	123/1		00	04	95
	123/2		00	03	09
	126/1		00	06	02
	130/1/1		00	06	81
	130/1/2		00	05	69
	130/1/3		00	02	78
	130/1/4		00	03	16
	130/1/5		00	06	48
	130/1/6		00	03	24
	130/2		00	02	99
	132/1/2		00	05	33
	132/3/1		00	05	04
	136		00	21	91
Dehare	221		00	13	22
	220/1		00	17	36
	219		00	55	80
	195		00	09	02
	195		00	13	52
	196		00	36	39
	197/3		00	09	24

(1)	(2)	(3)	(4)	(5)	(6)
	197/1/A		00	06	59
	198/1		00	26	50
	199/1(199/3)		00	21	39
	189/1A		00	22	08
	189/2		00	20	07
	178/2		00	26	21
	178/1/A/2/1/B/2		00	08	55
	178/1/A/1		00	23	65
	178/1/B/1		00	06	33

[F. No. R-11025(11)6/2018-OR-I/E-23678]

SANTANU DHAR, Under Secy.

नई दिल्ली, 25 फरवरी, 2019

का.आ. 336.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाईपलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2222 तारीख 14 सितम्बर, 2017 जो भारत के राजपत्र क्रमांक 38, तारीख 17 सितम्बर — 23 सितम्बर 2017 में प्रकाशित की गई थी द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में महाराष्ट्र राज्य में जिला अहमदनगर में तालुका राहुरी कोयली — अहमदनगर — सोलापुर पेट्रोलियम परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाईपलाईन बिछाने के प्रयोजन के लिए उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिनियम की प्रतियां जनता को तारीख 14 सितम्बर 2018 तक उपलब्ध करा दी गई थी ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट की है ;

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

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाईपलाईन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाए ;

और सरकार उक्त अधिनियम की धारा 6 की उप-धारा (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 से केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगी ।

पेट्रोलियम और खनिज पाईपलाईन अधिनियम, 1962 की धारा 10 के अधीन किसी भी क्षतिपूर्ति के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड पूर्णतया उत्तरदायी होगी और पाईपलाईन से सम्बन्धित किसी भी मामले पर केन्द्रीय सरकार के विरुद्ध कोई वाद दावा या कानूनी कार्यवाही नहीं हो सकेगी।

अनुसूची

तालुका:— राहुरी	जिला:— अहमदनगर		राज्य:— महाराष्ट्र		
मौजे / ग्राम	सर्वे / ब्लाक / सं. (प्लोट सं.)	सब-डीव-सं.	क्षेत्रफल		
			हेक्टर	आर	वर्ग मीटर

(1)	(2)	(3)	(4)	(5)	(6)
लाख	10 / 4		00	25	93
	117 / 2		00	06	10
	118		00	03	93
	119		00	05	78

(1)	(2)	(3)	(4)	(5)	(6)
लाख	120		00	06	66
	121		00	06	54
	122		00	12	55
	123		00	02	11
	124 / 1		00	15	13
	125		00	08	00
	128		00	04	59
	129		00	00	88
	126		00	09	01
	127		00	13	62
	136		00	03	91
	137 / 1		00	16	40
	142		00	01	06
	141		00	24	21
	140 / 1		00	01	96
	139 / 2 / 1		00	14	04
	206 / ब / 2 / 1		00	05	65
	206 / क / 2		00	21	02
	206 / अ / 1 / 1 / 1		00	22	61
	206 / अ / 1 / 1 / 2		00	12	24
	205 / 1 / ब		00	43	02
	196 / 1 / 3		00	10	59
	196 / 1 / 2 / 1		00	05	57
त्रिबकपुर	60 / 6		00	06	14
	60 / 5		00	06	12
	60 / 4		00	06	29
	60 / 3		00	08	45
	60 / 2		00	06	37
	60 / 1		00	05	69
धामोरी बुदुक	167 / 1		00	17	82
	168 / 2				
	168 / 2 / 1				
	168 / 3		00	27	27
	168 / 4				
	168 / 5				
	168 / 6				
	147		00	34	13
	149		00	04	64
	148 / 2 / 1		00	02	53
	148 / 2 / 2		00	22	41

(1)	(2)	(3)	(4)	(5)	(6)
घामोरी बुद्रुक	148 / 1 / 2		00	04	19
	127 / 1		00	07	61
	126 / 1		00	07	60
	125 / 1		00	07	47
	125 / 2		00	07	56
	80 / 1		00	18	45

[फा. सं. आर-11025(11)6 / 2018-ओआर-I / ई-23678]

शान्तनु धर, अवर सचिव

New Delhi, the 25th February, 2019

S. O. 336.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas vide S.O. No. 2222 dated the 14th September, 2017 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (here in after referred to as the said Act), Published in the Gazette of India, No.38 dated 17 – 23 September, 2017 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 Koyali-Ahmednagar-Solapur Pipeline for the transportation of Petroleum Products in Taluka Rahuri in Ahmadnagar District in the State of Maharashtra by Indian Oil Corporation Limited;

And whereas copies of the said Gazette notification were made available to the public up to 14 September 2018;

And whereas the competent authority has under sub-section (1) of Section 6 of said act submitted report to the Central Government;

And Whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of the declaration, in Indian Oil Corporation Limited, free from all encumbrances.

Indian Oil Corporation Limited shall be exclusively liable for any compensation in terms of Section 10 of the P & MP Act, 1962 and no suit, claim or legal proceeding would lie against the Central Government on any matter relating to the pipeline.

SCHEDULE

Taluka:- Rahuri	District:- Ahmadnagar		State :- Maharashtra		
Mouje / Village	Survey/Block No.	Sub-Div-No.	Area		
			Hectare	Are	Sq.mtr.

(1)	(2)	(3)	(4)	(5)	(6)
Lakh	10/4		00	25	93
	117/2		00	06	10
	118		00	03	93
	119		00	05	78
	120		00	06	66
	121		00	06	54
	122		00	12	55
	123		00	02	11
	124/1		00	15	13

(1)	(2)	(3)	(4)	(5)	(6)
Lakh	125		00	08	00
	128		00	04	59
	129		00	00	88
	126		00	09	01
	127		00	13	62
	136		00	03	91
	137/1		00	16	40
	142		00	01	06
	141		00	24	21
	140/1		00	01	96
	139/2/1		00	14	04
	206/B/2/1		00	05	65
	206/Ka/2		00	21	02
	206/A/1/1/1		00	22	61
	206/A/1/1/2		00	12	24
	205/1/B		00	43	02
	196/1/3		00	10	59
	196/1/2/1		00	05	57
Trimbakpur	60/6		00	06	14
	60/5		00	06	12
	60/4		00	06	29
	60/3		00	08	45
	60/2		00	06	37
	60/1		00	05	69
Dhamori Bk	167/1		00	17	82
	168/2				
	168/2/1				
	168/3		00	27	27
	168/4				
	168/5				
	168/6				
	147		00	34	13
	149		00	04	64
	148/2/1		00	02	53
	148/2/2		00	22	41
	148/1/2		00	04	19
	127/1		00	07	61
	126/1		00	07	60
	125/1		00	07	47
	125/2		00	07	56
	80/1		00	18	45

नई दिल्ली, 25 फरवरी, 2019

का.आ. 337.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2225 तारीख 14 सितम्बर, 2017 जो भारत के राजपत्र क्रमांक 38, तारीख 17 सितम्बर — 23 सितम्बर 2017 में प्रकाशित की गई थी द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में महाराष्ट्र राज्य में जिला अहमदनगर में तालुका नगर कोयली — अहमदनगर — सोलापुर पेट्रोलियम परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाईन बिछाने के प्रयोजन के लिए उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिनियम की प्रतियां जनता को तारीख 25 अक्टूबर 2018 तक उपलब्ध करा दी गई थी ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट की है ;

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

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाईन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाए ;

और सरकार उक्त अधिनियम की धारा 6 की उप-धारा (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 से केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगी ।

पेट्रोलियम और खनिज पाइपलाईन अधिनियम, 1962 की धारा 10 के अधीन किसी भी क्षतिपूर्ति के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड पूर्णतया उत्तरदायी होगी और पाइपलाईन से सम्बन्धित किसी भी मामले पर केन्द्रीय सरकार के विरुद्ध कोई वाद दावा या कानूनी कार्यवाही नहीं हो सकेगी ।

अनुसूची

तालुका:— नगर	जिला:— अहमदनगर		राज्य:— महाराष्ट्र		
मौजे / ग्राम	सर्वे / ब्लाक / सं. (प्लोट सं.)	सब-डीव-सं.	क्षेत्रफल		
			हेक्टेयर	आरे	वर्ग मीटर

(1)	(2)	(3)	(4)	(5)	(6)
नींब देहेर	179		00	75	67
	113		00	08	80
	112/1/अ/1/2		00	11	04
	112/1/अ/1/3		00	12	51
	112/1/अ/2		00	06	08
	112/1/अ/3		00	24	48
	112/1/ब		00	06	12
	112/2		00	06	41
	109/1/अ		00	00	90
	108/1		00	20	73
	107/2/ब/2		00	22	63
	107/1		00	08	50
	106/1+2/1		00	29	81
	118/1		00	21	58
	119		00	52	31
	91/1		00	09	14
	91/2		00	13	07
	91/4/अ		00	15	73
	91/5		00	10	30

(1)	(2)	(3)	(4)	(5)	(6)
	90 / 1 / अ		00	00	80
	89		00	25	62
	88 / 1 / अ		00	06	16
	88 / 1 / ब		00	24	37

[फा. सं. आर-11025(11)6 / 2018-ओआर-I / ई-23678]

शान्तनु धर, अवर सचिव

New Delhi, the 25th February, 2019

S. O. 337.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas vide S.O. No. 2225 dated the 14th September, 2017 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (here in after referred to as the said Act), Published in the Gazette of India, No.38 dated 17 – 23 September, 2017 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 Koyali-Ahmednagar-Solapur Pipeline for the transportation of Petroleum Products in Taluka Rahuri in Ahmadnagar District in the State of Maharashtra by Indian Oil Corporation Limited;

And whereas copies of the said Gazette notification were made available to the public up to 25 October 2018;

And whereas the competent authority has under sub-section (1) of Section 6 of said act submitted report to the Central Government;

And Whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of the declaration, in Indian Oil Corporation Limited, free from all encumbrances.

Indian Oil Corporation Limited shall be exclusively liable for any compensation in terms of Section 10 of the P & MP Act, 1962 and no suit, claim or legal proceeding would lie against the Central Government on any matter relating to the pipeline.

SCHEDULE

Taluka:- Nagar	District:- Ahmadnagar		State :- Maharashtra		
Mouje / Village	Survey/Block No.	Sub-Div-No.	Area		
			Hectare	Are	Sq.mtr.

(1)	(2)	(3)	(4)	(5)	(6)
Nimb Dehere	179		00	75	67
	113		00	08	80
	112/1/A/1/2		00	11	04
	112/1/A/1/3		00	12	51
	112/1/A/2		00	06	08
	112/1/A/3		00	24	48
	112/1/B		00	06	12
	112/2		00	06	41
	109/1/A		00	00	90
	108/1		00	20	73
	107/2/B/2		00	22	63
	107/1		00	08	50
	106/1+2/1		00	29	81

(1)	(2)	(3)	(4)	(5)	(6)
Nimb Dehere	118/1		00	21	58
	119		00	52	31
	91/1		00	09	14
	91/2		00	13	07
	91/4/A		00	15	73
	91/5		00	10	30
	90/1/A		00	00	80
	89		00	25	62
	88/1/A		00	06	16
	88/1/B		00	24	37

[F. No. R-11025(11)6/2018-OR-I/E-23678]

SANTANU DHAR, Under Secy.

नई दिल्ली, 1 मार्च, 2019

का.आ. 338.—भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या एस ओ 2 दिनांक 28 दिसंबर 2017 में आंशिक संशोधन और पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) के अनुसरण में, श्रीमती भागवती जेठवानी, (आर.ए.एस.) राजस्व अपील अधिकारी, कोटा के पदनाम को जो राजस्थान राज्य में भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड की कोटा - जोबनेर उत्पाद पाइपलाइन, बीना कोटा पाइपलाइन और मांगलिया (इंदौर) से बिजवासन (दिल्ली) तक मुंबई - मनमाड - बिजवासन उत्पाद पाइपलाइन के लिए इस अधिनियम के अंतर्गत भूमि अवाप्ति अधिकारी (सक्षम अधिकारी), के कार्यों को अतिरिक्त कार्यभार के रूप में निर्वहन करने के लिए नियुक्ति को इस प्रकार पढ़ा जाए सेटलमेंट अधिकारी के बदले राजस्व अपील अधिकारी, कोटा ।

[फा. सं. आर-12031/197/2017-ओआर-I/ई-21538]

शान्तनु धर, अवर सचिव

New Delhi, the 1st March, 2019

S.O. 338.—In partial modification of notification of Government of India in the Ministry of Petroleum & Natural Gas S.O. 2 -, dated 28th December 2017 and in pursuance of Clause(a) of Section 2 of The Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), The designation of Smt. Bhagwanti Jethwani, (RAS) Revenue Appellate Authority, Kota appointed to perform the functions of Competent Authority as an additional charge under the said Act, for Bharat Petroleum Corporation Limited's Kota - Jobner Product Pipeline, Bina - Kota Product Pipeline and Mumbai - Manmad - Bijwasan Product Pipeline from Mangliya (Indore) to Bijwasan (Delhi) in the States of Rajasthan, may be read as "Revenue Appellate Authority, Kota" instead of "Settlement Officer."

[F. No. R-12031/197/2017-OR-I/E-21538]

SANTANU DHAR, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 14 फरवरी, 2019

का.आ. 339.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स प्रबंधन, नेशनल जूट मैनुफैक्चरर्स कॉर्पोरेशन लिमिटेड धनबाद, और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, धनबाद, के पंचाट (संदर्भ संख्या 10/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 1.02.19 को प्राप्त हुए थे।

[सं. एल-42011/113/2013-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 14th February, 2019

S.O. 339.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 10/2014) of the Central Government Industrial Tribunal cum-Labour Court Dhanbad, as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of National Jute Manufacturers Corporation Ltd. Dhanbad, and others, and their workmen which were received by the central Government on 1.2.19.

[No.L- 42011/113/2013-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947.**Reference: No. 10/2014**

Employer in relation to the management of National Jute Manufactures Co. Ltd

AND**Their workmen****Present :** Shri D.K.Singh, Presiding Officer**Appearances:**

For the Employers : None

For the workman : None

State : Jharkhand.

Industry-Textile

Dated : 30.01. 2019

AWARD

By order No. L-42011/113/2013-IR(DU) dated 05/02/2014, the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of National Jute Manufacturers Corporation Ltd. is erroneous in denying any wage –structure to its mill workmen/employees for such a long period and why should it not do the same within a fixed time period?”

2. After receipt of the reference, both parties were noticed but none of the parties appeared after issuance of notices. Case is pending since long so, it is felt that parties have lost their interest to resolve the matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 14 फरवरी, 2019

का.आ. 340.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स आयुक्त, दिल्ली नगर निगम, नई दिल्ली और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय -1, नई दिल्ली के पंचाट (संदर्भ संख्या 11/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 07.02.2019 को प्राप्त हुए थे।

[सं. एल-42011/118/2012-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 14th February, 2019

S.O. 340.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 11/2013) of the Central Government Industrial Tribunal-cum-Labour Court-1 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the Commissioner, Management of Municipal Corporation of Delhi, New Delhi & Others, and their workmen which were received by the Central Government on 07.02.2019.

[No. L-42011/118/2012-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

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

ID No. 11/2013

Shri Lalit Sharma,
S/o. late Shri Charanjeet Singh Sharma
through
Hospital Employees Union,
Agarwal Bhawan, GT Road,
Tis Hazari, Delhi 54.

...Workman

Versus

The Management of Municipal Corporation of Delhi,
Through its Commissioner,
Town Hall, Chandni Chowk, Delhi
(now known as Commissioner (North)),
North Delhi Municipal Corporation,
4th Floor, SPM Civic Centre,
JL Nehru Marg,
New Delhi 110002.

... Management

AWARD

This award shall decide a reference which was made to this Tribunal by the appropriate Government vide letter No. L-42011/221/2011/IR(DU) dated 28.12.2012 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 action of the management of Municipal Corporation of Delhi (MCD) in not giving appointment to Shri Lalit Sharma s/o. late Shri Charanjeet Singh Sharma on compassionate ground is legal and justified ? If not, what relief the workman is entitled to ?’

2. Both parties were put to notice and the claimant Lalit Sharma filed his statement of claim with the averments that his father late Shri Charanjeet Singh Sharma who had joined the management w.e.f.31/7/1976 as a TB Health Visitor on regular basis, expired on 8/10/2014 leaving behind his widow Smt. Bhagwati, one married daughter Smt. Vijay, two sons namely Lovliender and Lalit Sharma, as only legal heirs. The claimant Lalit Sharma had applied for employment on compassionate ground after the demise of his father but his application was finally rejected vide order dated 7/8/2007 on the ground that the family of the deceased was not found in distress/harness condition and also no post

is available. It is pleaded that the deceased workman was only bread earner of the family and after his death, the family has reached to the verge of starvation. The claimant who has also successfully done TB Health Visitor Course, is eligible for appointment on compassionate ground on any suitable post and he is totally unemployed. It is claimed that action of the Management in denying appointment to the claimant is totally illegal, bad, unjust and malafide, inasmuch as in similar circumstances, the dependents of other deceased employees have been given employment on compassionate grounds. A demand notice dated 17/11/2008 was sent to the Management but no response. Thereafter conciliation proceedings were also initiated but to no avail. Prayer has been made that Management be directed to give appointment on compassionate ground to the claimant for any suitable post from retrospective date viz. the date of death of his father.

3. The statement of claim has been resisted by the Management who filed written statement and took preliminary objections inter alia that the present dispute is not an Industrial Dispute as it is not espoused by the Union and as such, same is bad in law. The applicants who claim for appointment on compassionate ground are not covered under the definition of workman as provided under Section 2(s) of the Act and as such, the claimant has no right to claim the appointment on compassionate ground by raising an Industrial Dispute. It is alleged that the as per rules & regulations of the Govt. of India, no Govt. organization can make appointments on compassionate grounds beyond the fixed quota of 5 per cent and further that for compassionate appointment, family members of the deceased should be in distress. There is very limited quota of 5 per cent for regular appointment on compassionate ground, whereas there is huge backlog of such cases and those cases are examined by the Committee formulated for this purpose. The case of the claimant was considered by the Committee who has observed that on account of lack of vacancies of TBHV under 5% quota, the request of the claimant can not be considered and hence rightly rejected by the Committee. Prayer has been made for dismissal of the claim petition.

4. Vide order dated 19/07/2013 my learned Predecessor framed following issues :-

- 1) Whether the dispute has not acquired status of industrial dispute for want of espousal ?
- 2) As in terms of reference ?

5. The workman /claimant examined himself as WW1 and led evidence by way of affidavit Ex.WW1/A & relied on documents Ex.WW1/1 to Ex.WW1/24. Another witness Surender Bhardwaj was examined as WW2 who also tendered his affidavit Ex.WW2/A and relied on the documents Ex.WW1/4. On the other hand, the Management examined one Shri Sushil Chand Rustogi, Administrative Officer who filed his affidavit Ex.MW1/A and relied on the documents Ex.MW1/1 to Ex.MW1/3.

6. I have heard Shri Rajiv Aggarwal, A/R of the claimant since none appeared on behalf of the Management to address arguments. I have also gone through the records carefully.

Issue No.1 :-

7. According to the testimony of WW2 Surender Bhardwaj, Secretary of the Hospital Employees Union, the claimant had approached the Union in September, 2008 and became member of the Union for redressal of his grievance. He filed on record copy of the resolution passed in the meeting of the Union as Ex.WW1/4. He specifically deposed that case of the workman was duly espoused by the Union. In cross examination he clarified that there are about 4000 members of the Hospital Employees Union which is recognized by the Management. He also deposed that Shri Charanjit Singh – father of the claimant was a member of the Union.

8. Management has not led any evidence in rebuttal to show that the dispute of the claimant has not been espoused by the Hospital Employees Union or that the said Union is not recognized one. However, MW1 Sushil Chand Rustogi, Administrative Officer had admitted in his cross examination that Hospital Employees Union is one of the largest Union of Health Workers of the MCD and same is recognized by the Management.

9. In view of the testimony of WW2 and document Ex.WW1/4, this Tribunal has no hesitation to hold that the dispute raised by the claimant has been espoused by the Hospital Employees Union. Our own High Court in the case of DDA Vs. Presiding Officer Industrial Tribunal (W.P. –civil- No. 677/99 – decided on 12/2/2008) has held that a dispute relating to compassionate appointment can be the subject matter of an industrial dispute. Accordingly, this issue is decided against the Management & in favour of the claimant.

Issue No.2 :-

10. From the pleadings of the parties and evidence adduced on record, it is evident that Shri Charanjit Sharma – father of the claimant herein – was working as TB Health Visitor on regular/permanent basis with the Management and was lastly posted as such at Gulabi Bagh Chest Clinic till his death i.e. upto 8/10/2004. He had rendered service of more than 28 years with the Management. It is undisputed fact that the said Shri Charanjit Singh Sharma died during service on 8/10/2004 and after his death, his son Lalit Sharma had applied for appointment on compassionate grounds vide application on prescribed proforma Ex.MW1/3 for the post of TB Health Visitor (a class III post). It is also not in dispute that application of the claimant was duly considered by the Management but was rejected by its Committee vide its minutes dated 19/6/2007, copy of which has been filed on record as Ex.MW1/1. The claimant was informed about the same vide communication/letter Ex.MW1/2.

11. It is fairly settled that at present, appointment on compassionate grounds can not be claimed as a matter of right as the availability of appointment and opportunities are limited. The Authority has its discretion to make a compassionate appointment and/or to grant ex-gratia payment in lieu of employment on compassionate grounds, but the said discretion should be exercised judiciously. The Apex Court in the matter of **Sushma Gosain & others Vs. UOI,**

1989 SCC (L&S) 662 SC has held that the appointment on compassionate ground is to mitigate the hardship due to the death of bread earner in the family and such appointment should be made on regular basis in proper pay scale.

12. A vital question arises for consideration is whether the Management exercised its discretion in declining the request of the claimant herein for appointment on compassionate grounds judiciously or not. For this purpose, it would be worthwhile to refer to the evidence adduced on record.

13. The testimony of the claimant is in line with the averments made in the statement of claim. He deposed that he had approached the Management number of times for getting employment on compassionate ground but the Management kept postponing his request on the ground of insufficient vacancy and finally rejected his application vide order dated 7/8/2007 on the ground that family of the deceased was not in distress/harness condition and also no post is available.

14. MW1 Shri Sushil Chand Rustogi has admitted that as per record the claimant was/is a post graduate and was also having a diploma in Computer Application as well as in TB HV Course. He clarified that the claimant's family was living in the municipal accommodation and was not having any residential house of their own. While admitting the fact that policy of compassionate appointment was based on point system, MW1 could not tell as to how many points were given to the claimant and other 98 applicants. He admitted that appointment on compassionate ground was not given to the claimant **as there was no vacant post for the same**. This witness also admitted that in case there is no vacant post (in any field) and the candidate for compassionate appointment is found fit & suitable, then his case is kept pending for consideration for the next time vacancy. He also admitted that in Health Department, the post of TB Health Visitor is lying vacant since 2004 till date. On the basis of record he deposed that the claimant was not offered any other suitable job/post, keeping in view his qualification.

15. It is worthwhile to mention here that vide communication/letter dated 7/8/2007 (Ex.MW1/3) of the Management, it was conveyed to the claimant herein that his application has been rejected by the Competent Authority on the ground that **the family of the deceased was not in distress/harness condition** and also no post is available. However, it is apparent from the document Ex.MW1/1 i.e. minutes of the Committee of the Management that there is no finding of the Committee that the family of the deceased was not in distress/harness condition. The Committee has simply observed that on account of lack of sufficient vacancy of TBHV (TB Health Visitor) under 5% quota, the applicant who has applied for the post of TBHV, his request can not be considered and hence the case may be rejected. **It is not the case of the Management that the family of the deceased was not in distress/harness condition, or that the claimant was not at all found suitable for the post of TBHV or any other suitable post** which was lying vacant at that time, keeping in view his educational qualifications. As mentioned above, MW1 – sole witness of the Management has conceded that in Health Department, the post of TB Health Visitor is lying vacant since 2004 till date and that the claimant was not offered any other suitable job/post. In reply to the RTI application moved by WW2 Surender Bhardwaj, the office of MCD vide reply dated 30/9/2010 (Ex.WW1/20) has informed that 8 Nos. of posts of TBHVs are lying vacant as on April, 2010 under the office of Addl. DHA (TB). It is also crystal clear from the document Ex.WW1/21 (reply to the RTI application of Surender Bhardwaj furnished by MCD on 16/7/2010) that the name of applicant Lalit Sharma was not considered for any other class-III post.

16. In view of the above discussion, it emerges that although the claimant herein in view of his qualification was eligible for appointment on compassionate ground to the post of TB Health Visitor, however, the Committee of the Management has rejected the application of the claimant herein **only for lack of sufficient vacancy of TB Health Visitor**. Even if it is assumed and admitted that there was no sufficient vacancy of TB Health Visitor at the given point of time when the application of the claimant herein was considered by the Screening Committee of MCD, in that eventuality also it was moral and legal obligation on the part of the Management to consider and offer the claimant for any suitable post lying vacant at that time or subsequent thereto but nothing of the sort has been done by the Management for the reasons best known to it. As mentioned above, the office of MCD vide its reply dated 30/9/2010 under RTI Act (Ex.WW1/20) has conveyed that 8 Nos. of posts of TBHVs are lying vacant as on April, 2010 under the office of Addl. DHA (TB).

17. Having regard to the overall facts and circumstances of the case, as discussed above, this Tribunal is of the considered view that the action of the Management in not giving appointment to the claimant for any suitable post on compassionate ground is neither legal nor justified.

Relief :-

18. As a sequel to the aforesaid discussion, the Management is directed to give appointment to the claimant Lalit Sharma on compassionate ground, for the post of TB Health Visitor or any other suitable clerical post keeping in view his educational qualification, within two months, from the date of publication of this Award. The Award is passed accordingly.

Date : 01.02.2019

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 14 फरवरी, 2019

का.अस. 341.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स प्रबंधन, भारत संचार निगम लिमिटेड धनबाद, और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, धनबाद के पंचाट (संदर्भ संख्या 59/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 7.2.19 को प्राप्त हुए थे।

[सं. एल-40012/51/2015-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 14th February, 2019

S.O. 341.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 59/2015) of the Central Government Industrial Tribunal-cum-Labour Court Dhanbad, as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Bharat Sanchar Nigam Limited Dhanbad, and others, and their workmen which were received by the Central Government on 7.2.19.

[No. L-40012/51/2015-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 59/2015**

Employer in relation to the management of BSNL, Dhanbad

AND**Their workman****Present :** Shri D.K.Singh, Presiding Officer**Appearances:**

For the Employers : Sri Bishal Kumar, A.O, Legal

For the workman. : None

State : Jharkhand.

Industry- Telecom

Dated- 30.01. 2019

AWARD

By order No. L-40012/51/2015-IR(DU) dated 19/11/2015, the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Bharat Sanchar Nigam Ltd. Dhanbad in not regularizing the service of Shri Rahul Paswan as alleged by him is legal and justified ? If not, what relief the workman is entitled to and which date?”

2. This Case is received from the Ministry on 04.12.2015. After receipt of the reference, both parties were noticed and during the pendency of the case, Ld. Counsel of the workman has informed that workman has not been interested in contesting the case. It is felt that the workman has lost his interest to resolve the matter. Hence “No dispute” award is passed. communicate.

D.K.SINGH, Presiding Officer

नई दिल्ली, 14 फरवरी, 2019

का.आ. 342.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स अध्यक्ष और प्रबंध निदेशक, एमएमटीसी लिमिटेड, नई दिल्ली और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या 74/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 07.2.2019 को प्राप्त हुए थे।

[सं. एल-42011/49/2014-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 14th February, 2019

S.O. 342.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 74/2014) of the Central Government Industrial Tribunal-cum-Labour Court-1, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the Chairman and Managing Director, Management of MMTC Ltd, New Delhi and others, and their workmen which were received by the Central Government on 07.02.2019.

[No. L-42011/49/2014-IR (DU)]

RAJENDRA JOSHI, Dy. Director

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. 74/2014

MMTC Employees Union (Regd.),
Through its General Secretary,
Scope Complex, Core No.1,
Institutional Area, Lodhi Road,
New Delhi 110003.

...Workman/Claimant

Versus

The Management of MMTC Ltd.
Through its Chairman and Managing Director,
Scope Complex,
New Delhi 110003.

...Management/ Respondent

AWARD

This Award shall dispose of a reference which was made to this Tribunal by the Appropriate Government vide letter No.L-42011/49/2014/IR(DU) dated 05.08.2014 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 deduction of difference of payment of leave encashment w.e.f. 1/4/2004 in the tune of order of Ministry of Commerce and Industry No.6/4/2008-FT/M&O) dated 1/3/2013 in respect of workman/staff of MMTC by the Management of MMTC is just, fair and legal ? If not, what relief the workmen concerned are entitled to ?’

2. Both parties were put to notice and Workmen Union filed its statement of claim, with the averments that it represents class III and IV employees working in the Management Corporation. The workmen have been availing the facility of leave encashment, reckoning a month of 26 days instead of 30 days as per MMTC Encashment of Earned Leave Rules, 1976, duly approved by the Board of Directors of the Corporation. In March, 1993 an amendment in the aforesaid Rules, 1976 was made so as to treat a month of 26 days instead of 30 days for the purpose of leave encashment. Similar practice of reckoning a month of 26 days instead of 30 days for the purpose of leave encashment is prevailing in other Public Sector Units like HAL, HMT, BSNL etc. Even in the Payment of Gratuity Act and Payment of Bonus Act, a month is reckoned as 26 days in lieu of 30 days so as to make voluntary retirement scheme to be more effective. Such a practice was going on smoothly without any hitch since 1993 till 2004, as in the year 2004 when CAG raised audit

objection about reckoning 26 days as a month instead of 30 days for the purpose of leave encashment, the Board of the Directors of the Management Corporation ratified reckoning of 26 days a month, duly approving the same in its 331st meeting held on 5th July, 2005 retrospectively from 18/3/1993. On the basis of a communication dated 11/12/2008 issued by Department of Public Enterprises, stating that the Central Public Sector Undertakings should adopt 30 days a month for the purpose of leave encashment, the Management Corporation issued an office order dated 9/1/2009, thereby amending the Encashment of Earned Leave Rules, 1976 w.e.f. 1/1/2009 thereby reckoning a month as 30 days instead of 26 days for the said purpose. However, on 6th May, 2013 Management Corporation issued an office order for recovery of excess amount of leave encashment from employees on the roll of the company as on 1/4/2013 during the period from 1/4/2004 to 31/3/2008 reckoning a month of 26 days instead of 30 days. It is alleged that the said order dated 6/5/2013 of the Management is unjust, unfair and illegal. Even Ministry of Commerce & Industry sent a letter dated 1st/3rd April, 2013 asking the Management Corporation to recover the excess expenditure incurred at least in respect of the Officers who are still in service with MMTC. The Workmen Union sent a letter dated 10/5/2013 to the Management Corporation seeking to quash the impugned order of recovery of the amount from the salaries of the workmen. Thereafter the Workmen Union approached the Conciliation Officer but to no avail. It is alleged that change in service conditions by executive orders should always be prospective and not retrospective. The amendment sought to be brought w.e.f. 1/1/2009 vide impugned office order dated 9/1/2009 had not got the approval of the Board of Directors of the Management Corporation at any point of time. It is also alleged that since the recovery in terms of the impugned order is to be effected from the employees on the roll of company as on 1/3/2013, two categories of employees viz. first who availed leave encashment facility as per old rule upto 31/3/2008 but superannuated before 1/4/2013 and second those who availed such facility in the old rule upto 31/3/2008 but superannuated between 1/4/2013 till 5/6/2013 escaped from recovery and same is discriminatory and in conflict with the interest of workmen who are still working. Prayer has been made that deduction of difference of payment of leave encashment w.e.f. 1/4/2004 in the tune of order of Ministry of Commerce & Industry dated 1/3/2013 in respect of workmen Union is unjust, unfair and illegal and directions be given to the Management Corporation to refrain from making such deductions from the salary of the workmen of the Union.

3. Management has resisted the claim of the Workman and filed written statement, thereby denying the allegations as made in the claim petition. It is alleged that in the instant case the Govt. audit party as well as Ministry of Commerce & Industry have issued express instructions for restoration of encashment provision based on 30 days reckoning a month in lieu of 26 days which has force of law in view of the specific provisions of MMTC Service Regulations, 1976 which has superseding effect of Fundamental Rules & Supplementary Rules wherever service regulations are not clear. It is also alleged that impugned order does not provide any categorization of the workmen, as it simply provided that the employees those who are on rolls of the company as on 1/4/2013 are liable to pay excess amount already paid towards leave encashment for the period from 1/4/2004 to 31/3/2008. As such, there is no arbitrariness so far as cut off date of 1/4/2013 is concerned. Prayer has been made for dismissal of the claim petition.

4. Rejoinder was filed on behalf of the workmen Union, whereby the case as set up in the claim petition has been reiterated and allegations made in the written statement have been denied.

5. Vide order dated 11/2/2016 my learned Predecessor observed that no specific issue is required to be framed except the subject matter of reference and as such parties were called upon to adduce their respective evidence.

6. The Workmen Union in support of its case examined two witnesses namely WW1 Shri Naresh Vij who tendered his affidavit Ex.WW1/A & relied on the documents Ex.WW1/1 to Ex.WW1/16, and Shri Udai Vir Singh who also filed his evidence by way of affidavit Ex.WW2/A, whereas Management examined one Shri VSN Rao, Addl. General Manager (P), who tendered his evidence by way of affidavit Ex.MW1/A.

7. I have heard Shri K.P. Rao, A/R for the Workmen Union and Ms.Manvi, A/R for the Management and have gone through the records carefully.

8. From the pleadings of the parties and evidence adduced on record, it is manifest that the Management reckoned a month of 26 days instead of 30 days for the purposes of leave encashment to its employees/workmen herein, since 1993 to 2004. Although an audit objection was raised by CAG in 2004 about reckoning a month of 26 days instead of 30 days, however the Board of Directors of the Management Corporation ratified in 2005 to consider 26 days instead of 30 days in a month for the purpose of leave encashment to its employees retrospectively from March, 1993 as per directives of Administrative Ministry. It is also not in dispute that on the basis of a communication dated 11/12/2008 issued by Department of Public Enterprises issued to all the Central Public Sector Undertakings, thereby advising to adopt 30 days a month for the purpose of leave encashment, the Management Corporation issued an office order dated 9/1/2009 (Ex.WW1/5), thereby amending the Encashment of Earned Leave Rules, 1976 w.e.f. 1/1/2009 thereby reckoning a month as 30 days instead of 26 days for the said purpose. The Workmen Union vide representation dated 15/1/2009 (Ex.WW1/6) requested the Management to keep the aforesaid order dated 9/1/2009 (Ex.WW1/5) in abeyance. Pursuant to the communication dated 1st/3rd April, 2013 (Ex.WW1/7) received from Ministry of Commerce & Industry, an office order dated 6/5/2013 (Ex.WW1/8) was issued by the Management Corporation for effecting recovery of excess amount of leave encashment from employees on the roll of the company as on 1/4/2013 during the period from 1/4/2004 to 31/3/2008 reckoning a month of 26 days instead of 30 days.

9. Short controversy involved in the matter is whether action of the Management to effect recovery of excess amount from the employees on the roll of the company as on 1/4/2013 in respect of leave encashment, due to reckoning a month of 26 days instead of 30 days during the period 1/4/2004 to 31/3/2008, is just and legal.

10. It is fairly settled that orders passed by the employer/Management Corporation seeking recovery of monetary benefits wrongly extended to employees can be interfered with, in case where such recovery would result in a hardship of a nature which would far outweigh, the equitable balance of the employer's right to recover. In other words, interference would be called for only in such case where it would be iniquitous to recover the payment made. Hon'ble Supreme Court in the case of **State of Punjab and others Vs. Rafiq Masih (White Washer) etc., AIR 2015 SC 696** in respect of leave encashment, due to reckoning a month of 26 days instead of 30 days has observed that :-

“...An action of the State, ordering a recovery from an employee, would be in order, so long as it is not rendered iniquitous to the extent that the action of recovery would be more unfair, more wrongful, more improper and more unwarranted, than the corresponding right of the employer, to recover the amount. Or in other words, till such time as the recovery would have a harsh and arbitrary effect on the employee, it would be permissible in law...”

11. Present dispute has been raised by the Workmen Union on behalf of class III and IV employees working in the Management Corporation. Perusal of the record shows that the employees/workmen herein had neither any role in the determination of the amount payable or paid to them towards encashment of leave, nor there was any fraud or misrepresentation at the behest of the employees, rather same was paid to them as per the Scheme/Bye-Rules for Encashment Earned Leave (Ex.WW1/1 & Ex.WW1/2) framed by the Management Corporation in the year 1993. As mentioned above, the impugned order Ex.WW1/8 for effecting recovery of excess amount paid in respect of leave encashment was issued only on 6/5/2013 and the amount sought to be recovered was in respect of excess payments made during the period 1/4/2004 to 31st March, 2008. To be precise, the recovery sought to be effected from the Workmen Union was after five years of the payment so made to the employees and this Tribunal can not lose sight of the fact that the recovery from class II and III employees being in lower rung of service, would result in extreme hardships to them. Examining a similar proposition the Hon'ble Supreme Court in the case of **Col.B.J. Akkara Vs. Government of India, JT 2006 (9) SC 125** observed as under :-

“28. Such relief, restraining back recovery of excess payment, is granted by Courts not because of any right in the employees but in equity, in exercise of judicial discretion to relieve the employees from the hardship that will be caused if recovery is implemented. **A government servant, particularly one in the lower rungs of service would spend whatever emoluments he receives for the upkeep of his family. If he receives an excess payment for a long period, he would spend it, genuinely believing that he is entitled to it. As any subsequent action to recover the excess payment will cause undue hardship to him, relief is granted in that behalf. But where the employee had knowledge that the payment received was in excess of what was due or wrongly paid, or where the error is detected or corrected within a short time of wrong payment, courts will not grant relief against recovery. The matter being in the realm of judicial discretion, courts may on the facts & circumstance of any particular case refuse to grant such relief against recovery...**”

Attention of this Tribunal was drawn by learned A/R for the Claimant to the communication dated 1st/3rd April, 2017 (Ex.WW1/7) issued by Ministry of Commerce & Industry (Department of Commerce) to the Chairman-cum-Managing Director of MMTC Ltd. regarding **recovery of excess expenditure incurred due to incorrect regulation of leave encashment at least in respect of the Officers who are still in service**. On the strength of this communication, learned A/R for the claimant submitted that the Ministry itself desired that recovery in respect of excess payment of leave encashment be made from the Officers who are still in service and not from the employees belonging to class-III and class-IV service of the Management Corporation, whom the Workmen Union represent.

12. In the case of **State of Punjab and others Vs. Rafiq Masih (supra)**, wherein a similar question regarding recovery of excess payment from the employees where payments having been made mistakenly by the employer in excess of entitlement of the employees had arisen, Hon'ble Supreme Court after referring to number of its earlier decisions, observed as under :-

“18. It is not possible to postulate all situations of hardship which would govern employees on the issue of recovery, where payments have mistakenly been made by the employer, in excess of their entitlement. Be that as it may, based on the decisions referred to herein above, we may, as a ready reference, **summarises the following few situations, wherein recoveries by the employers would be impermissible in law :-**

- (i) Recovery from employees belonging to class-III and class-IV service (or Group-C and Group-D service).
- (ii) Recovery from retired employees, or employees who are due to retire within one year, of the order of recovery.
- (iii) Recovery from employees when the excess payment has been made for a period in excess of five years, before the order of recovery is issued
- (iv) Recovery in cases where an employee has wrongfully been required to discharge duties of a higher post, and has been paid accordingly even though he should have rightfully been required to work against an inferior post.
- (v) In any other case, where the Court arrives at the conclusion that recovery if made from the employee, would be iniquitous or harsh or arbitrary to such an extent, as would far outweigh the equitable balance of the employer's right to recover.”

Having regard to the legal position as discussed above, this Tribunal is of the considered view that the case of the workmen Union herein undisputedly falls within first four categories, inasmuch as the workmen from whom the recovery sought to be effected in terms of order dated 6/5/2013 belong to class-III and class IV (group-C and D) service and further, recovery of excess payment of leave encashment relates to the period 1/4/2004 to 31/3/2008 i.e. in respect of the period five years prior to passing of the impugned order. Furthermore, the employees/workmen herein had neither any role in the determination of the amount payable or paid to them towards encashment of leave, nor there was any fraud or misrepresentation at the behest of the employees and on the contrary, payments of leave encashment was made to the employees as per the Scheme/Bye-Rules for Encashment Earned Leave (Ex.WW1/1 & Ex.WW1/2).

13. As a sequel to the overall facts & circumstances of the case and rulings as discussed above, this Tribunal has no hesitation to hold that action of the Management Corporation in effecting recovery of leave encashment w.e.f. 1/4/2004 to 31/3/2008 from employees of class-III and IV service in terms of impugned order dated 6/5/2013, based on the order dated 1/3/2013 of Ministry of Commerce & Industry, is unjust and illegal. Accordingly, the Management Corporation is restrained from effecting recovery of excess payment of leave encashment from class II and IV service as neither the claimants herein had any role in the determination of the amount payable or paid to them towards encashment of leave, nor there was any fraud or misrepresentation at the behest of the employees. The award is passed accordingly.

Date : 01.02.2019

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 14 फरवरी, 2019

का.आ. 343.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स आयुक्त, दिल्ली नगर निगम, नई दिल्ली और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या 297/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 07.2.2019 को प्राप्त हुए थे।

[सं. एल-42011/14/2011-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 14th February, 2019

S.O. 343.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 297/2011) of the Central Government Industrial Tribunal-cum-Labour Court-1 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the Commissioner, Management of Municipal Corporation of Delhi, New Delhi and others, and their workmen which were received by the Central Government on 07.02.2019.

[No. L-42011/14/2011-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

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

ID No. 297/11

Shri Satish Kumar and 8 others,
Safai Karamcharis,
Lastly posted at Circle No.30, Tikri Kalan,
Najafgarh Zone, New Delhi.
Through General Secretary,
Municipal Employees Union,
Agarwal Bhawan, GT Road,
Tis Hazari, Delhi 110054.

... Workman

Versus

The Management of Municipal Corporation of Delhi,
Through its Commissioner,
Town Hall, Chandni Chowk, Delhi
presently at Dr.SP Mukherjee Civil Centre,
JL Nehru Marg, New Delhi 110002.

... Management

AWARD

This award shall decide a reference which was made to this Tribunal by the appropriate Government vide letter No.L-42011/14/2011/IR(DU) dated 05.08.2011 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 action of the management Municipal Corporation of Delhi in denying the services of 9 substitute Safai Karamcharies – S/shri Satish, Somvir, Rajbir, Smt. Manuju, Smt.Dayawati, smt. Savita, Smt., Rakhi and Ms. Meenakshi and termination of their services with effect from 23/11/2008 is legal & justified ? What relief the workman are entitled to ?’

2. Both parties were put to notice and the claimants/workman Satish and 8 others filed their joint statement of claim with the averments that they had joined the Management as Adhoc Leave Substitute Safai Karamchari through Employment Exchange, during the period between February, 2007 to August, 2008 as detailed in para 1 of the statement of claim. It is pleaded that although they used to perform their duties continuously and uninterruptedly, yet they were designated as a Adhoc Leave Substitute Safai Karamchari and were being treated as a daily rated/casual/muster roll workers. They were being paid fixed/revised wages from time to time under the Minimum Wages Act while their counterparts doing the identical work were being paid salary in proper pay scale and allowances besides other facilities like uniform, earned leave, casual leave etc. The workmen have unblemished record of services to their credit. Although the services of the workman ought to have been regularized by the Management, however their services were terminated arbitrarily and illegally w.e.f. 23/11/2008 without assigning any reason and without issuing any notice or payment of notice pay or without issuing any charge sheet. The Management has also not displayed any seniority list at the time of termination of their services. Termination of services of the workman is in violation of Section 25-F, G and H of the Act and it amounts to unfair labour practice as provided in Section 2(ra) and 25-U of the Act. It is also pleaded that the workmen have acquired the status of a permanent employee from the date of the initial date of their joining into the employment of the Management, after completing 90 days of continuous service as provided in the Model Standing Orders framed under the Industrial Employment (Standing Orders) Act, 1946. Even otherwise, the workmen have acquired the status of permanent employees after completing 240 days of continuous employed and are deemed to have been taken into employment on regular basis. The workmen are unemployed since the date of their termination w.e.f. 23/11/2008. A demand notice dated 19/1/2009 was sent to the Management but to no response. Thereafter conciliation proceedings were initiated which resulted into failure due to non cooperative attitude of the Management. Prayer has been made for their reinstatement into service with full back wages & all consequential benefits.

3. The statement of claim has been resisted by the Management who filed written statement and took preliminary objections that the claim is not maintainable inasmuch claimants were simply working as Substitute Safai Karamcharis, that is to say that they were engaged as and when any regular Safai Karamchari absented from duty or proceeded on leave, as the work of sanitation can not be put on hold or postponed. Their engagement was for a specific short period and is covered by the provisions of Section 2(o)(bb) of the Act. The engagement of the claimants was subject to availability of the work and as such question of retrenchment termination does not arise. It is alleged that the Management corporation has its own policy of regularization i.e. in the phased manner and availability of the funds and post only for the working daily wagers having continuous service of not less than 240 days in each calendar year. While denying allegations of the workmen/claimants regarding illegal termination, it has been pleaded that as per norms only a list of 2500 substitute safai Karamcharis could be maintained in Nazafgarh Zone but when found that a list with excess persons was being maintained in the said Zone, the same was scrapped by Deputy Commissioner vide order dated 31/10/2008 and later on a consolidated list of excess persons of 10393 was scrapped by the Management vide order dated 2/6/2009. It has been denied that there has been violation of provisions of Section 25-F, G and H of the Act. Prayer has been made for dismissal of the claim petition.

4. Vide order dated 22/12/2011 my learned Predecessor observed that no other issue than those referred for the adjudication is made out and hence parties were called upon to lead their evidence.

5. The workmen /claimants examined themselves as WW1 to WW9 and tendered their evidence by way of affidavits Ex.WW1/A to Ex.WW9/A & relied on number of documents. They also examined one Shri Surender Bhardwaj, General Secretary of the Municipal Employees Union as WW10 regarding espousal of the dispute of the workmen herein by the Union, pursuant to resolution dated 3/1/2009 (copy Ex.W1/22) passed in the meeting of the Union.

6. On the other hand, the Management examined one Shri Jai Kishan Taank. Sanitation Superintendent who filed his affidavit Ex.MW1/A and relied on the documents Ex.MW1/1 to Ex.MW1/9.

7. I have heard Shri Rajiv Aggarwal, A/R for the claimants and Shri Rajiv Bhardwaj, A/R for the Management. I have also gone through the records carefully.

8. Ld. AR appearing on behalf of the Management strongly contended that there is no relationship of employer and employee between the Management & claimant, nor the claimants have completed 240 days of service in a calendar year, preceding to their alleged termination. As such, provisions of Section 25-F of the Act are not applicable to the case in hand. It was also contended that onus is also upon the claimant/s to prove that he/she was in the employment of the Management and has completed more than 240 days in a calendar year.

9. Per contra, learned counsel appearing on behalf of the Claimants submitted that the claimants were engaged in phases by the Management in the year 2007 and their services were terminated at one go on 23/11/2008 abruptly without issuing any notice and without payment of any compensation in lieu of notice period despite the fact that most of them had completed more than 240 days of their service. It was submitted that action of the Management in terminating the services of the claimants is unwarranted and illegal.

10. There is no dispute about preposition of law that onus to prove that claimant was in the employment of Management is always on the workman/claimant and it is for the workman to adduce evidence to prove factum of her employment with the Management Bank. Such evidence may be in form of receipt of salary or wages for 240 days or record of his/her appointment or engagement for that year to show that he/she has worked with the employer for 240 days or more in a Calendar year. In this regard, reference may be made to Batala Coop. Sugar Mills Ltd. Vs. Sowaran Singh, (2005) 8 Supreme Court Cases 481 as well as Director Fisheries Terminated Division Vs. Bhikubhai Meghajibhai Gavda (2012) 1 SCC 47.

11. There is hardly any dispute with the preposition of law as propounded in the aforesaid case. However, as per written statement/reply filed by the Management, engagement of the claimants as Substitute Safai Karamcharis is not in dispute. From the pleadings of the parties and evidence adduced on record, it is evident that the claimants/workmen were working as Substitute Safai Karamcharis with the Management. Their services were terminated/disengaged with effect from 23/11/2008. According to the case of the claimants, they were respectively appointed on the following dates :-

Sl. No.	Name & father's name of the claimant	Date of appointment
1.	Shri Satish s/o. Dalip Singh	14-05-2007
2	Shri Sombir s/o. Sheesh Pal	13-8-2008
3.	Shri Gopal s/o. Shri Ram Kumar	October, 2007
4.	Shri Rajbgar s/o. Brahm Singh	19-04-2007
5.	Smt. Manju w/o. Shri Ashok	15-12-2007
6.	Smt. Dayawati w/o. Shri Krishan Kumar	March, 2007
7.	Smt. Savita w/o. Shri Rajinder	February, 2007
8.	Ms. Meenakshi d/o.Umed Singh	April, 2007
9.	Smt. Rakhi w/o. Shri Rajesh Kumar	July, 2007.

12. MW1 Shri Jai Kishan Taank - sole witness of the Management though filed on record documents Ex.MW1/1 to Ex.MW1/9 viz. attendance sheet of the workmen/claimants herein but clarified that the same were not prepared by him. These attendance sheets Ex.MW1/1 to Ex.MW1/0 show that four workmen Sombir, Raakhi, Satish and Rajbir had worked for 260 days, 375 days, 342 days and 458 days respectively, whereas other five workmen/claimants namely Dayawati, Minakshi, Gopal, Manju and Savita had worked for 81 days, 57 days, 129 days, 10 days and 123 days respectively in the year 2007-2008. **This witness showed his ignorance if the date of joining of the workmen as mentioned in para 1 of the statement of claim (viz. as also reproduced above) is correct or not.** He admitted that he had neither seen muster roll of the workmen from their initial date of appointment till 23/11/2008, nor had brought the same. This witness could not tell details of employees in whose place the workmen/claimants were engaged. He admitted that the Management maintains seniority list of regular daily wage/muster roll employees but not of leave substitute safai Karamcharis. Though on 11/12/2015 this witness had taken time for production of Seniority List of regular daily wage/muster roll employees, list of vacant post from 2007 to 2010, but he failed to produce the same despite the fact that he was afforded number of opportunities and ultimately on 20/7/2017 he produced on record Select List of Substitute Safai Karamcharis of Najafgarh Zone in order of merit, as **Ex.MW1/W-1**. He admitted that the Management had appointed Safai Karamcharis in the year 2009. He also admitted that the Management initially appoints Safai Karamcharis on muster roll and they are subsequently regularized as per policy of the Management according to their seniority. He further admitted that no appointment letter was issued to the claimants to show that they were being engaged for a specific period for a specific work. Denying the suggestion that the claimants worked continuously and uninterruptedly from their initial date of joining till 23/11/2008, he admitted that the Management had struck off the names of the claimants from 23/11/2008, without conducting any enquiry. He could not say if co-employees of the claimants are still working with the Management as regular employees or whether the employees mentioned in the list Ex.MW1/W-1 were regularized by the Management or not.

13. In the light of the evidence adduced on record, it clearly proves that there existed relationship of employer-employee between the parties herein. In this regard, reference can be made to the decision in the case of Devinder Singh

Vs. Municipal Council, Sanaur, AIR 2011 Supreme Courtt 2532, wherein the Hon'ble Apex Court while interpreting the provisions of Section 2(S) of the Act which deals with the definition of "workman" has observed as under :-

"The source of employment, the quantum of recruitment, the terms & conditions of employment/ contract of service, the quantum of wages/ pay and mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of Section 2(s) of the Act. The definition of workman also does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman."

It is clear from the perusal of aforesaid observations that even if a person is engaged on temporary, part time or contract basis or for doing any other kind of work and is duly paid wages for the said work, in that eventuality such a person would be covered by the definition of "workman" as provided in Section 2(S) of the Act. Equally settled is the position of law that when relationship of employer-employee stands proved between the parties, then onus will shift upon the employer/management to show that the claimant has not worked for 240 days or more in a calendar year or that the services of the claimant was terminated in accordance with the provisions of the Act or in accordance with Standing Order applicable to the establishment concerned. As mentioned above, the sole witness examined by the Management has conceded that no appointment letter was issued to the claimants to show that they were being engaged for a specific period for a specific work. It is a matter of record that on 11/12/2015 Management's witness had taken time for production of Seniority List of regular daily wager/muster roll employees, list of vacant post from 2007 to 2010, but he failed to produce the same despite the fact that he was afforded number of opportunities and ultimately on 20/7/2017 he produced on record Select List of Substitute Safai Karamcharis of Najafgarh Zone in order of merit, as **Ex.MW1/1W-1**. Though on 11/12/2015 this witness had taken time for production of Seniority List of regular daily wager/muster roll employees, list of vacant post from 2007 to 2010, but he failed to produce the same despite the fact that he was afforded number of opportunities and ultimately on 20/7/2017 he produced on record Select List of Substitute Safai Karamcharis of Najafgarh Zone in order of merit, as **Ex.MW1/1W-1**. Though on 11/12/2015 this witness had taken time for production of Seniority List of regular daily wager/muster roll employees, list of vacant post from 2007 to 2010, but he failed to produce the same despite the fact that he was afforded number of opportunities and ultimately on 20/7/2017 he produced on record Select List of Substitute Safai Karamcharis of Najafgarh Zone in order of merit, as **Ex.MW1/1W-1**. Though on 11/12/2015 this witness had taken time for production of Seniority List of regular daily wager/muster roll employees, list of vacant post from 2007 to 2010, but he failed to produce the same despite the fact that he was afforded number of opportunities and ultimately on 20/7/2017 he produced on record Select List of Substitute Safai Karamcharis of Najafgarh Zone in order of merit, as **Ex.MW1/1W-1**. Adverse inference is required to be drawn against the Management for non production important documents vis-à-vis complete attendance sheet/muster roll charts pertaining to the claimants herein and list of vacant post/s in the year 2008 when the claimants herein were retrenched/disengaged on 23/11/2008. Even perusal of the Select List of Substitute Safai Karamcharis (ExMW1/W1) shows that there are more than hundred of substitute Safai Karamcharis who worked even for about 10 to 15 days have been "Selected" and included in the aforesaid list. No explanation has come forward from the Management as to why the names of the claimants herein some of whom admittedly worked for over 240 days and some of whom worked for less than 240 days but more than 50 days were not included in the Select List. The very contention of the Management that engagement of the workmen/claimants was for a specific short period and is covered by the provisions of Section 2(o)(bb) of the Act, is not tenable inasmuch as MW1 admitted that no appointment letter was issued to the claimants to show that they were being engaged for a specific period for a specific work and even the said witness could not tell details of employees in whose place the workmen/claimants were engaged. There is admission on the part of MW1 that no enquiry was conducted against the claimants before deleting their names from muster roll and further that no seniority list was displayed on Notice Board before deleting the names of the claimants herein. Needless to mention here that the Management/MCD was/is required to maintain a list of all such workers whether employed on a daily wage basis or otherwise for short periods of time so that one may ascertain whether the principles of Section 25-G viz. "first come, last go" have been followed by the MCD when it regulated or prepared Select List or terminated the services of a workman. For not preparing or displaying such a list, an adverse inference is required to be drawn against the Management MCD for failing to comply with Section 25-G of the Act, while terminating the services of the claimants herein. Furthermore, careful perusal of Select List Ex.MW1/W1 shows that the persons/officials who were engaged during the period from July, 2007 to December, 2009 and had worked for less than 50 days have been included in the Select List (reference may be made to details at Sl.No.3035 to 5900 of the said list), whereas no cogent reason has been advanced by the Management for non inclusion of names of the claimants herein in the Select List. This is indicative of the fact that there was violation of Section 25-G of the Act in terminating the services of the claimants herein.

14. There is another aspect of the matter. As mentioned above attendance sheets Ex.MW1/1 to Ex.MW1/0 showed that four workmen Sombir, Raakhi, Satish and Rajbir had already worked for 260 days, 375 days, 342 days and 458 days respectively prior to their alleged termination. Admittedly, no notice or compensation in lieu of notice period was given to the claimants by the Management and as such termination of these claimants/workmen by the Management was in violation of provisions of Section 25-F of the Act.

15. Net result of the aforesaid discussion is that there existed relationship of Employer-employee between the Management & the claimants and the action of the Management in terminating the services of the claimant is held to be illegal and unjustified.

16. Now the crucial question for consideration is whether the claimant is entitled to any incidental relief of payment of back wages and/or reinstatement of service. The claimant in the pleading as well as in their testimony have stated that they are unemployed since after their termination. The Management has not adduced any evidence to show that the claimant is gainfully employed somewhere else or that they are in a position to make their both ends meet by doing any work. Even if it is assumed that the claimants are doing some intermittent or adhoc work to make their both ends meet, that would not itself amount to gainful employment.

17. The Hon'ble Apex Court in case "Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya" reported as (2013) 10 SCC 324 has held as under :

"The propositions which can be culled out from the aforementioned judgments are :

- i) In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.
- ii) Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then I has to plead and also lead cogent evidence to prove that the employee/workman wads gainfully employed and was getting wages equal to the wages he/she wads drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments."

18. The Hon'ble Apex Court also held that different expressions are used for describing the consequence of termination of a workman's service/employment/engagement by way of retrenchment without complying with the mandate of Section 25F of the Act. Sometimes it has been termed as ab initio void, sometimes as illegal per se, sometime as nullity and sometimes as non est. Leaving aside the legal semantics, we have no hesitation to hold that termination of service of an employee by way of retrenchment without complying with the requirement of giving one month's notice or pay in lieu thereof and compensation in terms of Section 25F (a) and (b) has the effect of rendering the action of the employer and nullity and the employee is entitled to continue in employment as if his service was not terminated. (Anoop Sharma Vs. Executive Engineer, Public Health Division No.1 Panipat (2010) 5 SCC 497).

19. A Bench of three Judges of the Hon'ble Supreme Court in the case of Hindustan Tin Works Private Limited v. Employees of Hindustan Tin Works Private Limited (1979) 2 SCC 80 held that relief of reinstatement with continuity of service can be granted where termination of service is found to be invalid. It would mean that the employer has taken away illegally the right to work of the workman contrary to the relevant law or in breach of contract and simultaneously deprived the workman of his earnings. If thus the act of employer is found to be totally illegal and arbitrary, in that eventuality the workman is required to be reinstated, with full back wages. Plain common sense also dictates that the removal of an order terminating the services of workmen must ordinarily lead to the reinstatement of the services of the workmen alongwith payment of back wages.

20. However, Hon'ble Apex Court in the case General Manager, Haryana Roadways Vs. Rudan Singh, reported as 2005 SCC (L&S) 716 observed as under :-

"8. There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection and appointment i.e. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment namely, whether ad hoc, short term, daily wage, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages. *One of the important factors which has to be taken into consideration is the length of service, which the workman had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at this age and the qualification possessed by him he may not be in a position to get another employment. However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calendar year.*"

21. Yet in another latest case of Bholanath Lal and others Vs. Shree Om Enterprises (P) Ltd., Manu/DE/1922/2018 (decided on 10/5/2018), Hon'ble High Court of Delhi while considering the question of illegal termination and reinstatement held as under :-

"The cases in which the competent court or tribunal finds that the employer has acted in gross violation of the statutory provisions and/or the principles of natural justice or is guilty of victimizing the employee or workman, then the court or tribunal concerned will be fully justified in directing payment of full back wages. In such

cases, the superior courts should not exercise power under Article 226 or 136 of the Constitution and interfere with the award passed by the Labour Court, etc. merely because there is a possibility of forming a different opinion on the entitlement of the employee/workman to get full back wages or the employer's obligation to pay the same. The courts must always keep in view that in the cases of wrongful/illegal termination of service, the wrongdoer is the employer and the sufferer is the employee./workman and there is no justification to give a premium to the employer of his wrongdoings by relieving him of the burden to pay to the employee/ workman his dues in the form of full back wages."

A similar view has been taken in the case of **Delhi Jal Board Vs. Vimal Kumar (decided on 5-4-2018)** **MANU/de/1322/2018** wherein service of a casual driver was terminated without any notice or payment of one month's salary in lieu of such notice. The Industrial Tribunal answering the reference held the action of the management to be illegal and in violation of Section 25-F of the Act. The Award was upheld by Hon'ble High Court of Delhi by observing as under :-

"In view of the above discussion, I am unable to discern any illegality or infirmity in the impugned Award, dated 29th May, 2003, of the Labour Court, to the extent that it holds the termination of the services of the respondent, by the petitioner, to be illegal and unlawful. I am entirely in agreement with the finding, of the Labour Court, that the services of the respondent were retrenched in violation of Section 25-F of the ID Act and that, therefore, he was entitled to be reinstated in service with all consequential benefits. In view of the fact that going by the age of the respondent as disclosed in the counter affidavit filed before this Court, he would, today, be only 50 years of age, and also in view of the fact that the termination of his services as SCM Driver was not on account of any deficiency or shortcoming detected in the manner of discharge by the respondent, of his duties as such, I am of the opinion, that the facts of the present case, do not warrant any interference with the direction, of the Labour Court, to the petitioner to reinstate the respondent in service with the benefit of continuity of service. The petitioner is, therefore, directed to reinstate the respondent in service forthwith.

Inasmuch as the respondent has not been rendering any service to the petitioner since the date of his termination, however, the back wages payable to the respondent would be limited to 50 per cent of the wages which he would have drawn he had continued to serve the petitioner....."

22. Having regard to the legal position as discussed above and the fact that the claimants were performing duty to a post of regular and perennial nature, this Tribunal is of the firm view that the claimants herein are entitled for reinstatement into service on the same post, with 60 per cent back wages, inasmuch as termination of the claimants/workmen is per-se illegal and the claimants/workmen are not gainfully employed anywhere since after his termination by the Management. Award is passed accordingly.

Date : 01.02.2019

AVTAR CHAND DOGRA , Presiding Officer

नई दिल्ली, 15 फरवरी, 2019

का.आ. 344.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स सचिव, बेटन नदी निगम झांसी, और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 35/2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 14.02.2019 को प्राप्त हुए थे।

[सं. एल-42011/156/2016-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 15th February, 2019

S.O. 344.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 35/2017) of the Central Government Industrial Tribunal-cum-Labour Court Kanpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The secretary betan river corporation jhansi, & Others, and their workmen which were received by the Central Government on 14.02.19.

[No. L-42011/156/2016-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE SHRI RAKESH KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM-LABOR COURT, KANPUR

ID. No. 35/2017

The President,
Dainik Betan Bhogi Sangh,
Lalitpur U.P.

Vs

The Secretary,
Betwa River Corporation,
Jhansi.

AWARD

1. Central Government, MOL & Emp., New Delhi, vide notification no.L-42011/156/2016-IR(DU) dated 05.06.2017, has referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management in relation to the workers of the Daily Rated Workers Sangh who have been granted temporary status in making payment like regular employees of Group D employees after making deduction of GPF by providing all Central Facilities (like all kinds of leave, GPF Deduction, Leave Encashment, Group Insurance, Medical facility, LTC etc) is just and legal? If not, to what relief the workers are entitled?”

2. In instant case after receipt of reference order from the Ministry of Labor & Employment, New Delhi, registered notices dated 23.06.2017 and 22.06.2017 were issued to the claimant for filing his claim petition but the worker after being provided opportunities on 04.08.17, 04.09.17, 10.11.17, 03.01.18, 28.03.18, 25.05.18, 21.06.18, 23.08.18, 24.10.18, and on 03.01.19 but none turned up before the tribunal on any of the dates fixed in the case nor any claim petition was filed on behalf of the Sangh. One Sri Shiv Dayal appeared in the case as Paikar of the management and filed his authority dated 01.09.17. In the mean time notices dated 25th October 2018 and 25.10.18 were again issued to the Sangh to file its claim petition but thereafter again none appeared before the tribunal in the hearing of the case nor any claim petition has been filed.

3. Again the case was taken up for hearing on 23.01.19, but none appeared in the hearing of the case from the side of the Sangh nor claim petition has been filed. It is also evident that sufficient opportunities have been afforded to the Sangh for filing the claim petition, but Sangh deliberately failed to avail all such opportunities granted by the tribunal.

4. It thus appears that the Sangh is not inclined to contest the instant case before this tribunal otherwise they ought to have filed their claim petition in the case. It is also clear that the representative of the Sangh deliberately neither appeared in the case nor filed any claim petition for the reasons best known to him. Therefore under the facts and circumstances of the case the reference is to be adjudicated against the workman for want of pleading and proof.

5. The representative of the Sangh raising the present dispute from his own conduct and behavior does not seem to be interested in prosecuting the present reference anymore and the tribunal under the facts and circumstances of the case (supra) decides the reference against the Sangh for want of pleading and proof.

6. Award as above.

Date: 24.01.19

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 15 फरवरी, 2019

का.आ. 345.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स महानिदेशक (वार्क) केन्द्रीय लोक निर्माण विभाग, नई दिल्ली और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या 100/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 15.02.2019 को प्राप्त हुए थे।

[सं. एल-42011/125/2014-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 15th February, 2019

S.O. 345.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 100/2015) of the Central Government Industrial Tribunal-cum-Labour Court-1, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the Director General (Works) CPWD, New Delhi and others, and their workmen which were received by the Central Government on 15.02.2019.

[No. L-42011/125/2014-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

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

ID No.100/2015

1. Shri Vijender Singh s/o. Kalyan Singh
2. Hukam Singh s/o. Prem Singh
3. Sunil Kumar s/o. Harpal Singh,
4. Ashok Kumar s/o. Kalyan Singh
5. Asha Devi widow of late Shri Laxman Prasad,
6. Smt. Rani daughter of late Shri Laxman Prasad,
7. Smt. Sangita daughter of late Shri Laxman Prasad,
8. Ms. Gudia, daughter of late Shri Laxman Prasad,
9. Ms. Ashu, daughter of late Shri Laxman Prasad,
10. Sonu, son of late Shri Laxman Prasad,
(claimants No.5 to 10 are legal heirs of workman Laxman Prasad)

Through

CPWD Mazdoor Union,
Room No.95, Barrack No.1/10,
Jam Nagar House, Shah Jahan Road,
New Delhi – 110 011

...Workmen/Claimants

Versus

The Director General (Works)
C.P.W. D.,
Nirman Bhawan,
New Delhi – 110 001

...Management

AWARD

A reference was received from Ministry of Labour, Government of India vide Letter No.L-42011/125/2014-IR(DU) dated 13.01.2015 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 action of the management in terminating the services of Shri Vijender Singh, S/o Shri Kalyan Singh, Hukam Singh S/o Shri Prem Singh and Shri Sunil Kumar S/o Shri Harpal All with effect from 18.12.2010, Shri Ashok Kumar S/o Shri Kalyan Singh and Shri Laxman Prasad with effect from 25.11.2009 and 16.12.2010 is fair, just & legal? If not, what relief the workmen are entitled? Whether the above workmen are entitled to be granted the equal pay for equal work from the date of their initial employment as MLC being a skilled workman as per policy of the management? Whether the workmen Shri Vijender Singh, Shri Hukan Singh, Shri Sunil Kumar, Shri Ashok Kumar and Shri Laxman Prasad are entitled to be regularized with effect from 11.12.2006 as per the policy of the management?’

2. After receipt of the above reference, both the parties were put to notice and workmen herein filed statement of claim giving particulars of their employment with ITDC (in short management) which is as under:

S. No.	Name & Father's Name (S/Shri)	Division Attached	Date of Joining	Date of Termination
1	Vijender Singh S/o Kalyan Singh	Delhi College of Engineering, PWD division No.M-333	23.12.1991	18.12.2010
2	Hukan Singh, S/o Prem Singh	- Do -	22.07.1992	18.12.2010
3	Sunil Kumar S/o Harpal Singh	- Do -	26.03.1993	18.12.2010
4	Ashok Kumar S/o Kalyan Singh	Safdarjung Hospital, Civil Division	02.01.1991	25.11.2009
5	Laxman Prasad, S/o Kent	- Do -	21.01.1991	16.12.2010

2. It is averred in the statement of claim filed on that the above claimants are entitled for equal pay for equal work of skilled workman as per policy of the management from the date of their initial employment with all consequential benefits, except late Shri Laxman Prasad who is entitled for equal pay for equal work from 21.01.1991 to 04.03.2014 - the date of his death.

3. The above claimants filed their claim before the Hon'ble CAT for grant of temporary status provided for Group D employees but the above claimants were performing duty of Motor Lorry Drivers on work order. However, the claimants lost their case. Hon'ble High Court accepted the contention of the management that these workmen are not entitled to temporary status and directed the management to consider the case of the claimants sympathetically vide order dated 20.07.2010. During pendency of the petition in different courts, management terminated the workmen without providing one month notice or notice pay and compensation and juniors to the claimants are performing their duties as MLD on daily wages including work order either on muster roll/Hand receipt/work order. Management has also violated provisions of last come first go. The claimants have performed their duties continuously without any break and has completed more than 240 days in each calendar year. The management has violated provisions of Section 25-F, G and H of the Act.

4. It is the case of the workmen that in the establishment of CPWD, daily rated employees are being paid equal pay for equal work and accordingly the claimants are also entitled for such wages from the management as per office memorandum dated 21.10.1990 as well as 28.01.1991 as skilled workmen. Office memorandum dated 21.10.1990 reads as under:

'References have been received from some of the Superintending Engineers/Executive Engineers etc. seeking clarification regarding method of computing daily rates payable to daily rated workers of CPWD on the concept of equal pay for equal work. It has been decided that the following formula may be adopted for the purpose of working out daily rates of wages of daily rated workers of CPWD.'

The total monthly emoluments admissible to regular counter parts of daily rated workers at the minimum of the respective scale of pay may be multiplied by number of days in a particular month after deducting therefrom the days of absence plus the days of rest falling in the week/weeks in which the worker remained absent and the result may be divided by the number of days in the month. The figure so arrived will be the daily rate of wages of the worker.

Illustration : Suppose number of days in a month is A, amount of emoluments in a particular month of a regular counterpart is B, number of days of absence of worker in a month is C and the number of rest days falling in the week/weeks on which the worker remained absent is D, then the formula for working out daily rates of wages of a daily rated worker would be as under:

$$\text{Daily rate of Wages} = A - (C + D) \times B$$

Note : If a worker works for all the working days in a month availing the admissible rest days, he is entitled to full wages admissible at the minimum stage of the respective scale of pay, including DA/HRA/CCA admissible to his regular counterparts.'

5. It is averred that awards in respect of Shri Karam Singh, Shri Baldev Singh and Bal Kishan have been affirmed by the Hon'ble High Court of Delhi and have allowed them equal pay for equal work except increment as per policy of the management. Finally, it has been prayed that the management be directed to reinstate the claimants with full back wages, continuity of service and all consequential benefits.

6. The Management contested the claim petition by filing written statement which was subsequently amended and took preliminary objections that the workmen were working on contract basis by issuing work orders from time to time and payment/wages used to be made to them in terms of work orders. In terms of the work order, the workman could be terminated by the Management without any notice or reason as payment were made for the period of actual duty

performed by the workmen. There exists no relationship of employer and employee between the parties and as such the claim is not maintainable. While denying the allegations of the workmen on merits, it has been alleged that the workmen were working on contract basis/work order basis from time to time just to maintain status quo order dated 8/1/1998 issued by the Hon'ble High Court and that their services were discontinued on 18/12/2010 vide order dated 16/12/2010 in the light of judgement dated 20/7/2010 passed by Hon'ble High Court of Delhi. It has also been alleged that the person working against Group-C posts were not entitled for grant of temporary status under the scheme of temporary status issued by DOPT and the workmen cannot be absorbed on the post of Motor Lorry Driver/s as no other contract labour deployed after the date from which the private person/respondent was deployed has been given permanent status in any department of CPWD. The workman are also not eligible for grant of temporary status in group-D post as the scheme for temporary status is only for Group-D casual workers and not for C posts. To this effect, office orders dated 14/6/2011 and 26/6/2022 were issued the Management. It is also alleged that Hon'ble High Court of Delhi has already rejected the petitions of the workmen for reinstatement/regularization vide detailed reasoned order dated 26/4/2013. Prayer has been made for dismissal of the claim petition with heavy costs.

7. The claimants/workmen filed rejoinder wherein they denied all the allegations made by the Management and reiterated their own case as set up in the claim petition.

8. On the pleadings of the parties, this Tribunal vide order dated 18/01/2017 framed following issues :-

- (i) Whether there is no relationship of employer and employee between the claimant and the management as alleged ?
- (ii) Whether claim is not legally maintainable in view of preliminary objections ?
- (iii) In terms of reference ?

9. The Claimant in support of their case examined Shri B.K. Prasad, General Secretary, CPWD Mazdoor Union as W.W.1 who tendered his affidavit Ex.WW1/A alongwith documents Ex.WW1/1 to WW1/7. One of the claimants namely Ashok Kumar also appeared in the witness box as WW2 who tendered his evidence by way of affidavit Ex.WW2/A and relied on the document Ex.WW1/6.

10. On the other hand, the Management in order to rebut the case of the claimant examined Shri Keshav Ram, Executive Engineer, who tendered his evidence by way of affidavit Ex.MW1/A and relied on the documents Ex.MW1/1 to Ex.MW1/8.

11. I have carefully gone through the evidence adduced on record by both the parties and have given my thoughtful consideration to rival contentions of Shri B.K. Prasad, A/R for the claimant and Shri B.K. Kashyap, A/R for the Management.

Issue No.1 to 3 :-

12. These issues are taken up together as they can be conveniently disposed by common discussion.

13. Ld. AR appearing on behalf of the Management strongly contended that there is no relationship of employer and employee between the Management & claimant and as such the claim petition is not maintainable.

14. Per contra, learned counsel appearing on behalf of the Claimant submitted that the claimants were working as Motor Lorry Drivers with the Management since the year 1991 and that their services were illegally terminated in December, 2010.

15. There is no dispute about preposition of law that onus to prove that claimant was in the employment of Management is always on the workman/claimant and it is for the workman to adduce evidence to prove factum of his employment with the Management. Such evidence may be in form of receipt of salary or wages for 240 days or record of his/her appointment or engagement for that year to show that he/she has worked with the employer for 240 days or more in a Calendar year. In this regard, reference may be made to Batala Coop. Sugar Mills Ltd. Vs. Sowaran Singh, (2005) 8 Supreme Court Cases 481 as well as Director Fisheries Terminated Division Vs. Bhikubhai Meghajibhai Gavda (2012) 1 SCC 47.

16. This Tribunal has to consider the oral as well as documentary evidence adduced on record so as to decide the question of relationship of employer and employee between the Management and the claimant herein.

20. From the pleadings of the parties and evidence adduced on record, it is manifest that the workmen herein had been working on contract basis by virtue of work orders released from time to time with by the Management with a view to maintain status quo in compliance with the order of the Hon'ble High Court of Delhi. It is a matter of record that the claimants herein had filed OA Nos.78/1998, 264/1998, 1443/1998, 264/1998 and 1443/98 which were disposed of by the Hon'ble Central Administrative Tribunal. The Tribunal in the concluding para of its order dated 23/7/1999 had held as under :-

"I have carefully considered the submissions of all the counsel present for both the sides. The nature of work performed was that of a driver. There was no third party contractor. In all these cases, the applicants are both the contractors and executors. They worked with the vehicle and they are paid their wages, euphemistically known as a contract amount. It is clear camouflage for employing a daily rated worker as a daily mazdoor for driving a Car regularly year after year. In view of the Apex Court's decision in the case of Lalji(supra) I hold that the applicants are entitled to consideration for temporary status which orders should be passed by the

respondents within a period of four weeks from the date of receipt of a copy of this order in accordance with the scheme, Thereafter if there is any post vacant to be filled up the applicants shall be considered along with others. In considering the applicants, either of a Group D post or for a driver post, the earlier experience of the applicants shall be considered and given weightage. Age relaxation shall be fully provided.”

It is pertinent to mention here that in para 10 of the amended written statement, the Management has stated that **the workmen were working on contract basis**, hence they are not entitled for equal pay for equal work. MW1 Keshav Ram- sole witness examined by the Management admitted that the claimants were driving vehicle of the Management and were working under the directions of the Management. Petrol was also being supplied by the Management, although the claimant were engaged on work order basis. This testimony of MW1 goes to show that claimants were working as driver/s under the control & supervision of the Management and as such, there existed relationship of employee-employer between the claimants & Management herein and further that, claimant is a “workman” within the definition of Section 2(S) of the Act. In this regard, reference can be made to the decision in the case of Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532, wherein the Hon’ble Apex Court while interpreting the provisions of Section 2(S) of the Act which deals with the definition of “workman” has observed as under :-

“The source of employment, the quantum of recruitment, the terms & conditions of employment/ contract of service, the quantum of wages/ pay and mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of Section 2(s) of the Act. The definition of workman also does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman.”

It is clear from the perusal of aforesaid observations that even if a person is engaged on temporary, part time or contract basis or for doing any other kind of work and is duly paid wages for the said work, in that eventuality such a person would be covered by the definition of “workman” as provided in Section 2(S) of the Act.

17. As discussed above, this Tribunal has no hesitation to hold that there existed relationship of Employer-employee between the Management and claimants herein, inasmuch as the claimants had been working as drivers with the Management prior to their termination in December, 2010 and also to hold that the claim petition is maintainable.

18. As per the terms of reference and the claim petition so filed, the claimants have claimed the relief of regularization of their service as well as equal pay for equal work, besides reinstatement into service with full back wages, alleging that they were illegally terminated from service by the Management.

19. It is a matter of record that issue regarding grant of temporary status to the claimants herein and regularization of their service was also raised and considered by the Hon’ble High Court, in W.P. (Civil) No.6176/2012 (Union of India and another Vs. Shri Vijender Singh and others). In that writ petition, direction given by the Hon’ble CAT to the Management to consider the case of the respondents/workmen herein for grant of temporary status under the Scheme of 1993 was also challenged. In its detailed order dated 26/4/2013 (Ex.MW1/8), Hon’ble High Court had made certain observations in operative para of the judgement (Ex.MW1/8) which are quite relevant and same are reproduced hereunder :-

“16. The direction as such is contrary to the Scheme of 1993. We agree with the submission of Ms. Ahlawat (**counsel for the UOI**) that this direction of the Tribunal needs to be set aside. We do so and hold that the direction of the Tribunal to the extent that the petitioner should consider the cases of respondent for grant of temporary status as belonging to Group “C” category is not tenable, being contrary to the Scheme of 1993k. As the respondents are not entitled to temporary status as Group “C” employees, **no question arises for considering the respondents for regularization in terms of the said scheme.** Even this direction is liable to be set aside and we do so accordingly.”

Once the Hon’ble High Court has already held the claimants herein to be not entitled for grant of temporary status and/or for the benefit of regularization into service, this Tribunal can not decide the matter afresh for such reliefs, more so when it has been stated at the bar by the learned A/R for the workmen /claimants that against the aforesaid order of Hon’ble High Court, SLP has already been preferred by the claimants and same is pending disposal before Hon’ble Supreme Court of India. As such, only vital question for consideration is as to whether termination of the claimant is illegal and against the provisions of the Act. This Tribunal while rendering findings on issue No.1 has held that the claimants were the “Workmen” for the purposes of the Act. From the pleadings as well as evidence adduced on record, particularly the testimony of WW2 Ashok Kumar, it has come on record that services of the workman were terminated without any notice or notice pay, compensation etc. despite he has completed more than 240 days in each calendar year. Admittedly, the Management has not issued any notice to the claimants before ordering their termination, nor has paid one month’s salary in lieu of such notice as required under Section 25-F of the Act. I may mention that provisions of Section 25-F of the Act which provides for conditions precedent to retrenchment of workmen, are absolute and inexorable and it reads as under :-

“25-F : Conditions precedent to retrenchment of workmen –

No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until –

- (a) The workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed years of continuous service or any part thereof in excess of six months; and
- (c) Notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette."

The above provision makes it clear that the employer is required to give notice to the appropriate Government apart-from giving one month's notice in writing or one month's wages in lieu of the notice and payment of retrenchment compensation to the concerned workman.

20. There is long line of decisions of Hon'ble Apex Court as well as of various High Courts that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from services in derogation of the provisions of Section 25-F of the Act will render whole action of the Management Bank to be illegal and wrong under the law. Since there is no evidence on record that any valid notice was issued by the Management to the workmen at the time of termination of their services or in lieu of such notice, any compensation was paid to them, as such action of the Management in terminating the services of the workmen in 2009-2010 (exact date of termination as mentioned in para 2 above) is held to be illegal and void.

21. Now the residual question is whether the claimant/work is entitled to any incidental relief of payment of back wages and/or reinstatement of service with full back wages. As discussed above, workmen were working as drivers on contract/work order basis with the Management for the last about 18 years or so, prior to their termination. There is no show cause notice or charge-sheet issued to the claimant/workman by the Management. Moreover, the job of the workmen as Motor Lorry Driver is of perennial and regular nature. Although in the lengthy statement of claim (running into 8 pages, having single line space) there is neither any pleading that the workman concerned is unemployed, however during the course of arguments the workmen stated before me that they are unemployed since the date of their termination. There is no positive evidence adduced by any of the parties to show that the workmen/claimants are gainfully employed or not. Even if it is assumed that the claimants are doing some intermittent or adhoc work to make their both ends meet, that would not itself amount to gainful employment. But at the same time this Tribunal can not ignore the fact that the workmen/claimants were working with the Management simply on contract basis. Latest trend itself discernable from the various pronouncements made by the Hon'ble Apex Court is that when a person has been engaged on daily wage basis or for doing temporary kinds of work, in that situation full back wages are not be awarded. There are number of factors which are required to be considered by the Tribunal while considering the question of reinstatement with back wages. It has been held in the case of Hari Nandan Prasad Vs. Food Corporation of India (2014) 7 Supreme Court cases 190 as under :-

"Relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice. An order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, automatically passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly daily wages has not been found to be proper by the Supreme Court and instead compensation has been awarded. The Supreme Court has distinguished between a daily wager who does not hold a post and a permanent employee. The reasons for denying the relief of reinstatement in such cases are obvious. It is trite law that when the termination is found to be illegal, because of non payment of retrenchment compensation and notice pay as mandatorily required under Section 25-F of the Industrial Disputes Act, even after reinstatement, it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation.

22. Having regard to the recent judicial trends and duration of service rendered by the claimants, to my mind, ends of justice will meet if each of the claimants/workmen Nos.1 to 4 as also legal heirs of workman Laxman Prasad (viz.claimants No.5 to 10) are awarded an amount of Rs.2 lakhs (Rupees Two Lakh) and total compensation of Rs.10 lakhs (Rupees Ten Lakhs) is payable to the claimants herein by the Management. In case this compensation amount is not paid within two months from the date of publication of this Award, then the claimant will be entitled to recover the same alongwith interest @ 6% per annum from the date of filing the claim petition till realization of the amount. Award is passed accordingly.

Date : 12.02.19

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 15 फरवरी, 2019

का.आ. 346.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स अध्यक्ष, भारतीय राष्ट्रीय राजमार्ग प्राधिकरण, नई दिल्ली और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या 05/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 15.02.2019 को प्राप्त हुए थे।

[सं. एल-42012/156/2014-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 15th February, 2019

S.O. 346.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947) the Central Government hereby publishes the award (Ref. No. 05/2015) of the Central Government Industrial Tribunal cum-Labour Court-1, New Delhi as shown in the Annexure, in the Industrial Dispute between the employers in relation to the Chairman, National Highways Authority of India, New Delhi and others, and their workmen which were received by the Central Government on 15.02.2019.

[No. L-42012/156/2014-IR (DU)]

RAJENDRA JOSHI, Dy. Director

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. 05/2015

Smt. Vinita
W/o. Shri Shekhar Kumar,
posted as Accountant,
through Delhi Labour Union,
Agarwal Bhawan,
GT Road, Tis Hazari,
Delhi -110054.

... Workman/Claimant

Versus

The Management of National Highways
Authority of India,
Ministry of Shipping, Road Transport & Highways,
G-5 & 6, Sector 10, Dwarka,
New Delhi 110075
Through its Chairman.

... Management

AWARD

This Award shall dispose of a reference which was made to this Tribunal by the appropriate Government vide its letter No. L-42012/156/ 2014-IR(DU) dated 22.12.2014 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 termination of Smt. Vinita w/o. Shri Shekhar Kumar by the management of National Highway Authority of India w.e.f. 25.01.2012 without complying with the provisions of law is just, fair and legal ? If not, what relief the workman concerned is entitled to ?’

2. Both parties were put to notice and the claimant/workman Smt. Vinita filed statement of claim, with the averments that she joined the employment of the Management as an Accountant w.e.f. 5/1/2007, on contract basis for two years (extension from time to time), in response to the vacancy advertised by the Management; she was discharging her services to the entire satisfaction of her superiors in Port Connectivity Division from 2007 till January, 2012. It is alleged that the workman took maternity leave w.e.f. 17/1/2011 to 1/12/2011 and when she returned on duty on 2/12/2011, she was issued a memorandum dated 2/12/2011, containing certain vague allegations regarding unauthorized absence from duty. She sent detailed reply dated 7/12/2011 thereto. Thereafter the Management issued another

memorandum dated 29/12/2011, leveling certain allegations regarding absenteeism for 40 days in the year 2010 and 49 days in the year 2011, to which the workman sent detailed reply dated 6/1/2012. Without disposing of the representation given by the workman, the Management terminated the services of the workman vide letter dated 25/1/2012, which action of the Management amounts to unfair labour practice inasmuch as the Management has not given any opportunity to the workman prior to imposition of the penalty of termination from service and even neither any charge-sheet about the misconduct on the part of the workman was given nor any domestic enquiry was conducted against her and as such, she was not afforded any opportunity of being heard prior to her illegal termination. Even otherwise, the impugned termination is violation of Section 25-F, G and H of the Act read with Rule 76, 77 and 78 of Central Industrial Rules, 1957. Demand notice dated 10/4/2012 was sent to the Management but to no response. Conciliation proceedings were also initiated but to no avail due to adamant and non cooperative attitude of the Management. It is claimed that the workman is totally unemployed since the date of her termination. The claimant has prayed for her reinstatement in service with continuity of service and with full back wages and all consequential benefits.

3. The claim petition has been resisted by the Management who filed its written statement. While denying the allegations of the workman, it has been alleged that the claimant was appointed for specified period for two years from 5/1/2007 to 4/1/2009 which was extended for further two years upto 4/1/2011 and thereafter her contract of employment was not extended or renewed. Non renewal of the contract does not mean retrenchment in the eyes of law under Section 2(oo)(bb) of the Act. On merits, it is alleged that the claimant was habitual absentee from duty, without intimation as she remained unauthorized absence from duty for 76 days in the year 2009; 135 days in the year 2010 and 50 days in the year 2011. Asstt. Manager (Admn. & HR-II) of the Management issued memorandum dated 29/12/2011, asking the claimant to explain cause of unauthorized absence of 40 days in the year 2010 and 49 days in the year 2011 i.e. from 14/10/2011 to 1/12/2011 but no satisfactory reply has been received from the claimant. Conduct of the claimant showed that she had no interest in the employment. As such, the Management decided not to extend/renew the contract of employment of claimant and issued a letter dated 25/1/2012 clarifying that her services could not be extended and hence her contract as Accountant with NHAI stands discontinued with immediate effect. It has been pleaded that claimant is concealing her gainfully employment due to some malafide intention and she has not produced any material in support of this contention. Prayer has been made for rejection of the statement of claim of the workman/claimant.

4. The claimant/workman filed rejoinder wherein she denied all the allegations made by the Management and reiterated her own case as set up in the claim petition.

5. On the pleadings of the parties, this Tribunal vide order dated 24/08/2015 held that no specific issue excepting the one as referred by the Govt. of India in the Reference required adjudication.

6. The Claimant in support of her case examined herself as W.W.1 and tendered her affidavit Ex.WW1/A alongwith documents Ex.WW1/1 to WW1/20. Testimony of the claimant is in line with the averments made in the claim petition. In cross examination she deposed that she had applied and proceeded on maternity leave on 17/1/2011. She denied the suggestion that she unauthorisedly absented from work for 76 days during the year 2009. She also denied the suggestion that she never informed the Management while proceeding on leave. She also denied the suggestion that she was appointed for specific work for specific purpose.

7. On the other hand, the Management in order to rebut the case of the claimant examined Shri Adarsh Kumar, Deputy General Manager (HR) who tendered his evidence by way of affidavit Ex.MW1/A alongwith documents Ex.MW1/1 to Ex.MW1/4.

8. I have carefully gone through the evidence adduced on record by both the parties and have give my thoughtful consideration to rival contentions of Shri Rajiv Aggarwal, A/R for the claimant and Shri S.P.Das, A/R for the Management.

9. It is clear from the pleading of the parties and evidence adduced on record that the claimant/workman had joined the Management on 5/1/2007 as Accountant, on contract basis and prior to her appointment, she was subjected to written test held on All India level and was interviewed. Document Ex.MW1/1 is the copy of the appointment letter of the claimant to the post of Accountant on contract basis, for a period of two years, on monthly lump-sum amount of Rs.7400/- plus HRA & CCA. The claimant worked with the Management for about five years w.e.f. 5/1/2007. As such, relationship of employee-employer between the claimant and the Management herein stands proved and same is otherwise also not in dispute.

10. Now the vital question for consideration before this Tribunal is whether termination/disengagement of the claimant from her services by the Management vide letter dated 25/1/2012 is in accordance with law or in violation of the provisions of Section 25-F, G & H of the Act.

11. According to the case of the workman/claimant, she had taken maternity leave w.e.f. 17/1/2011 to 1/12/2011 and when she returned on duty on 2/12/2011, she was issued a memorandum dated 2/12/2011 (Ex.WW1/12), to which, she had sent a detailed reply dated 7/12/2011 (Ex.WW1/13) and thereafter the Management issued another memorandum dated 29/12/2011 (Ex.WW1/14), to which the workman sent detailed reply dated 6/1/2012 (Ex.WW1/15). Without disposing of her representation, the Management had illegally terminated her services vide letter dated 25/1/2012 (Ex.WW1/17). On the contrary, case of the Management is that the claimant/workman was habitual absenteeism inasmuch as she remained on unauthorized absence from duty for 76 days in the year 2009; 135 days in the year 2010 and 50 days in the year 2011. Asstt. Manager (Admn. & HR-II) of the Management had issued memorandum dated 29/12/2011 (Ex.MW1/2), asking the claimant to explain cause of unauthorized absence of 40 days in the year 2010 and 49 days in the year 2011 i.e. from 14/10/2011 to 1/12/2011 but no satisfactory reply was received from the claimant. As

such, the Management issued letter dated 25/1/2012 regarding termination/non-extension of services of the claimant with immediate effect, a copy of which has been filed on record as Ex.WW1/7 (by the side of workman) and Ex.MW1/4 (by the side of Management).

12. As per the testimony of the claimant Smt. Vinita WW1 and of MW1 Shri Adarash Kumar, Deputy General Manager (HR), the claimant/workman happened to be on maternity leave w.e.f. 17.1.2011 to 15.7.2011 and thereafter she had requested for extension of leave till 16-10-2011, that is to say that she remained on earned leave for 90 days. Thereafter, she allegedly remained on unauthorized leave for 49 days in the year 2011.

13. Learned A/R appearing on behalf of the Management strenuously argued that in fact contract of employment of the claimant was not extended beyond 4/1/2011 and non-renewal/non extension of contract of employment after expiry of the specified period, does not amount to retrenchment under Section 2(oo)(bb) of the Act. To my mind, this argument has no force inasmuch the contract of service/employment of the claimant though was for a long period, does not show that it was for any specific project or scheme. No evidence has been adduced by the side of the Management to show that the claimant who was subjected to Test on All India basis, followed by interview and medical test etc., was engaged for any specific project or scheme of the Management. There is also no whisper of an averment anywhere in the written statement that the claimant was not in the employment of the Management during the year 2011, rather it is clear from para 2 of the written statement as well as document Ex.WW1/4 (reply submitted by the Management before Conciliation Officer) that the claimant had availed maternity leave for 180 days besides earned leave for 90 days in the year 2011. The claimant has specifically stated that she proceeded on maternity leave w.e.f. 17/1/2011. Even otherwise, perusal of the office order dated 23rd February/15th March, 2011 (Ex.WW1/11) shows that the claimant was re-engaged on contract basis for a period of two years on a monthly lump-sum amount of Rs.12060/- plus DA/HRA and transport allowance. In case the Management wanted to discontinue the contractual service of the claimant after 4/1/2011 as is being alleged now, then there was no occasion for the Management to issue the aforesaid office order dated 23rd February/15th March, 2011. It is a matter of record that the services of the claimant have been disengaged/terminated by the Management vide letter dated 25/1/2012 (Ex.MW1/4) and this impliedly shows that the workman /claimant continued to work under the Management beyond 4/1/2011 till 25/1/2012 when order of termination was issued. As such, the contention of the Management that the contract of employment of the claimant was not extended beyond 4/1/2011 and non-renewal/non extension of contract of employment after expiry of the specified period, does not amount to retrenchment under Section 2(oo)(bb) of the Act, is not at all tenable, inasmuch as the workman continued to work with the Management even after expiry of the contract extended by the Management vide office order dated 23rd February/15th March, 2011 (Ex.WW1/11) till the date of her termination i.e. 25/1/2012.

14. Another contention of the Management is that the claimant was unauthorisedly absent from duty for 49 days w.e.f. 14/10/2011 till 1/12/2011 and the said period was in excess of the notice period, a decision was taken by the Management to terminate the contract of her service. It emerges that the **Management has terminated/disengaged the services of the claimant due to her unauthorized absence from duty for 49 days.** Claimant WW1 has specifically deposed that she took maternity leave w.e.f. 17/1/2011 to 1/12/2011 and when she resumed duty on 2/12/2011, she was issued a memo dated 2-12-2011 (Ex.WW1/12), seeking her explanation for the unauthorized absence from duty. Vide reply letter dated 7/12/2011 (Ex.WW1/13), the claimant had given a detailed explanation inter-alia that vide her application dated 26/7/2011 she had requested Manager (PC), NHAI to grant further leave for about three months as her infant child required special care and attention and as no reply thereof was received from the office she understood that her request was acceded to; that when she was about to join his duty, the baby encountered with certain medical complications associations with loose motions and had to be taken to the Paediatrician on 11/10/2011; it was diagnosed that since the baby was not properly digesting outside food stuff properly, baby had to be kept on mother-feed since 11/10/2011; that she had made informative calls to the mobile number 9717620878 of Manager (PC) on 20-10-2011, 9-11-2011 and 21-11-2011 and that as soon as the baby's health recovered, she reported for duty on 2/12/2011 (Forenoon) vide her joining report. In the said explanation, the claimant had specifically stated that she had never intended and remained absent from duty without information to office and thus, allegations leveled in the memo dated 2/12/2011 were false and she had requested for dropping the said memo. Instead of considering her request for dropping the memo dated 2/12/2011, the Management issued another memo dated 29/12/2011 (Ex.WW1/14), mentioning that she was a habitual absentee & remaining absent for 40 days in the year 2010 and 49 days in the year 2011 (i.e. from 14-10-2011 to 1-12-2011) and further she failed to submit application for leave and remaining on unauthorized absence which act amounted to lack of devotion to duty and hence she was called to show cause why disciplinary action be not initiated against her. It would not be out of place to mention here that in the memo Ex.WW1/14 though details/period of absence from duty by the claimant during the year 2011 were given, however it was lacking in respect of 40 days in the year 2010. The claimant vide her detailed reply dated 6/1/2012 (Ex.WW1/15) took objection for the same and asserted about informative calls made by her in the office. She **requested for adjustment in respect of left out period of leave from 14/10/2011 to 1/12/2011 (49 days) with ELs, MLs, HPLs and any other kind of leave standing to her credit and in case of any shortfall, amount may be recovered from her salary.** The claimant also sent a representation dated 25/1/2012 (Ex.WW1/16) to the Chairman, explaining her plight of undue harassment meted out to her vide office memo dated 29/12/2011 and had requested for intervention. However, vide order dated 25/1/2012 (Ex.MW1/4), services of the claimant were terminated, stating that her present/existing contract had expired on 4/1/2011 and that the Competent authority had decided not to extend her contract further and hence her contract as "Accountant" with NHAI stands discontinued, with immediate effect. It is worthwhile to mention here that in case service contract of the claimant had expired on 4/1/2011 and was not renewable, then as to why the Management issued aforesaid office order dated 23rd February/15th March, 2011 and why the maternity leave for 180 days w.e.f. 17/1/2011 and earned leave for 90 days thereafter were granted to him. No explanation has been furnished

to the same by the side of the Management. It is not in dispute that the claimant was appointed to the post of Accountant through written test conducted on All India basis, followed by interview and that the post she was serving was of regular and perennial in nature. She continuously worked with the Management for about five years w.e.f. 5/1/2007 till 4/1/2012. Even if it assumed for the sake of arguments that the claimant happened to be on unauthorized absence from duty for 49 days in the year 2011, in that eventuality it was moral and legal duty of the Management to issue proper charge sheet and to hold disciplinary/domestic enquiry prior to inflicting punishment of termination from service. MW1 Adarsh Kumar – sole witness examined by the Management has admitted that no enquiry was conducted before terminating the claimant but he volunteered that it was not required because the claimant was a long term contract employee. It is fairly settled that if the termination of an employee is based on no inquiry, no charge-sheet and not by way of punishment, then it becomes a case of illegal retrenchment. As such, this Tribunal is of the considered view that action of the Management in disengaging/terminating the services of the claimant herein **amounts to retrenchment**.

15. I may mention that provisions of Section 25-F of the Act which provides for conditions precedent to retrenchment of workmen, are absolute and inexorable and it reads as under :-

“25-F : Conditions precedent to retrenchment of workmen –

No workman employed in any industry **who has been in continuous service for not less than one year under an employer** shall be retrenched by that employer until –

- (a) The workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed years of continuous service or any part thereof in excess of six months; and
- (c) Notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette.”

The above provision makes it clear that the employer is required to give notice to the appropriate Government apart-from giving one month's notice in writing or one month's wages in lieu of the notice and payment of retrenchment compensation to the concerned workman. MW1 Adarsh Kumar – witness of the Management has admitted that no retrenchment compensation was paid to the claimant. There is also nothing on record to show that any notice was issued by the Management prior to termination of the claimant herein. As such, the Management has violated the provisions of Section 25-F of the Act.

16. There is long line of decisions of Hon'ble Apex Court as well as of various High Courts that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from services in derogation of the provisions of Section 25-F of the Act will render action of the Management Bank to be illegal and void under the law.

17. Since there is no evidence on record that any valid notice was issued by the Management to the workman at the time of termination or in lieu of such notice, any compensation was paid to her, as such action of the Management in terminating the services of the workman w.e.f. 25/1/2012 is held to be illegal and void.

18. Now the residual question is whether the claimant/work is entitled to any incidental relief of payment of back wages and/or reinstatement of service with full back wages. It is proved on record that claimant was continuously in the employment of the Management since 05/01/2007. There is no show cause notice or charge-sheet issued to the claimant/workman by the Management. Moreover, the job of the workman is of perennial and regular nature which fact is also admitted by the witness of the Management MW1. The claimant has pleaded and testified that she is totally unemployed since her termination i.e. 25/1/2012.

19. The Hon'ble Apex Court in case **“Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya”** reported as (2013) 10 SCC 324 has held as under :

“The propositions which can be culled out from the aforementioned judgments are :

- (i) In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.
- (ii) Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then I has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments.”

20. The Hon'ble Apex Court also held that different expressions are used for describing the consequence of termination of a workman's service/employment/engagement by way of retrenchment without complying with the

mandate of Section 25-F of the Act. Sometimes it has been termed as ab initio void, sometimes as illegal per se, sometime as nullity and sometimes as non est. Leaving aside the legal semantics, we have no hesitation to hold that termination of service of an employee by way of retrenchment without complying with the requirement of giving one month's notice or pay in lieu thereof and compensation in terms of Section 25F (a) and (b) has the effect of rendering the action of the employer and nullity and the employee is entitled to continue in employment as if his service was not terminated. (*Anoop Sharma Vs. Executive Engineer, Public Health Division No.1 Panipat* (2010) 5 SCC 497).

21. A Bench of three Judges of the Hon'ble Supreme Court in the case of [Hindustan Tin Works Private Limited v. Employees of Hindustan Tin Works Private Limited](#) (1979) 2 SCC 80 held that relief of reinstatement with continuity of service can be granted where termination of service is found to be invalid. It would mean that the employer has taken away illegally the right to work of the workman contrary to the relevant law or in breach of contract and simultaneously deprived the workman of his earnings. If thus the act of employer is found to be totally illegal and arbitrary, in that eventuality the workman is required to be reinstated, with full back wages. Plain common sense also dictates that the removal of an order terminating the services of workmen must ordinarily lead to the reinstatement of the services of the workmen alongwith payment of back wages.

22. However, Hon'ble Apex Court in the case of [General Manager, Haryana Roadways Vs. Rudan Singh, reported as 2005 SCC \(L&S\) 716](#) observed as under :-

"8. There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection and appointment i.e. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment namely, whether ad hoc, short term, daily wage, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages. *One of the important factors which has to be taken into consideration is the length of service, which the workman had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at this age and the qualification possessed by him he may not be in a position to get another employment. However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calendar year.*"

23. Yet in another latest case of [Bholanath Lal and others Vs. Shree Om Enterprises \(P\) Ltd., Manu/DE/1922/2018](#) (decided on 10/5/2018), Hon'ble High Court of Delhi while considering the question of illegal termination and reinstatement held as under :-

"The cases in which the competent court or tribunal finds that the employer has acted in gross violation of the statutory provisions and/or the principles of natural justice or is guilty of victimizing the employee or workman, then the court or tribunal concerned will be fully justified in directing payment of full back wages. In such cases, the superior courts should not exercise power under Article 226 or 136 of the Constitution and interfere with the award passed by the Labour Court, etc. merely because there is a possibility of forming a different opinion on the entitlement of the employee/workman to get full back wages or the employer's obligation to pay the same. The courts must always keep in view that that in the cases of wrongful/illegal termination of service, the wrongdoer is the employer and the sufferer is the employee./workman and there is no justification to give a premium to the employer of his wrongdoings by relieving him of the burden to pay to the employee/ workman his dues in the form of full back wages."

A similar view has been taken in the case of [Delhi Jal Board Vs. Vimal Kumar \(decided on 5-4-2018\) MANU/de/1322/2018](#) wherein service of a casual driver was terminated without any notice or payment of one month's salary in lieu of such notice. The Industrial Tribunal answering the reference held the action of the management to be illegal and in violation of Section 25-F of the Act. The Award was upheld by Hon'ble High Court of Delhi by observing as under :-

"In view of the above discussion, I am unable to discern any illegality or infirmity in the impugned Award, dated 29th May, 2003, of the Labour Court, to the extent that it holds the termination of the services of the respondent, by the petitioner, to be illegal and unlawful. I am entirely in agreement with the finding, of the Labour Court, that the services of the respondent were retrenched in violation of Section 25-F of the ID Act and that, therefore, he was entitled to be reinstated in service with all consequential benefits. In view of the fact that going by the age of the respondent as disclosed in the counter affidavit filed before this Court, he would, today, be only 50 years of age, and also in view of the fact that the termination of his services as SCM Driver was not on account of any deficiency or shortcoming detected in the manner of discharge by the respondent, of his duties as such, I am of the opinion, that the facts of the present case, do not warrant any interference with the direction, of the Labour Court, to the petitioner to reinstate the respondent in service with the benefit of continuity of service. The petitioner is, therefore, directed to reinstate the respondent in service forthwith.

Inasmuch as the respondent has not been rendering any service to the petitioner since the date of his termination, however, the back wages payable to the respondent would be limited to 50 per cent of the wages which he would have drawn he had continued to serve the petitioner....."

24. Having regard to the legal position as discussed above and the fact that the claimant was performing duty to a post of regular and perennial nature, this Tribunal is of the firm view that the claimant herein is entitled for reinstatement into service on the same post, with 60 per cent back wages, inasmuch as termination of the claimant/workman is per-se illegal and the claimant/workman is not gainfully employed anywhere since after her termination by the Management. Award is passed accordingly.

Date : 12.02.2019

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 22 फरवरी, 2019

का.आ. 347.—राष्ट्रपति जी श्री पुर्णेन्दु कुमार श्रीवास्तव, सेवानिवृत्त अतिरिक्त ज़िला एवं सत्र न्यायधीश, चित्रकूट (उ. प्र.) को दिनांक 15.01.2019 (पूर्वाह्न) से केंद्रीय सरकारी औद्योगिक ट्रिब्यूनल-कम-लेबर कोर्ट, जबलपुर में पी□□□□ अधिकारी के रूप में, जबतक कि वह 65 वर्ष आयु प्राप्त न कर लें अर्थात् दिनांक 06.12.2022 तक या अगले आदेशों तक, जो पहले हो, नियुक्त करते हैं।

2. श्री पुर्णेन्दु कुमार श्रीवास्तव की पी□□□□ अधिकारी, सीजीआईटी-सह-एलसी के रूप में नियुक्ति “ट्रिब्यूनल, एप्लीकेट ट्रिब्यूनल एवं अदर औथोरीटीज (सदस्यों की योग्यता, अनुभव तथा सेवा की अन्य शर्तें) नियम, 2017 के अनुसार विनियमित होगी तथा यह 2017 के डब्ल्यूपी (सी) सं. 279 के अंतिम परिणाम पर एवं भारत सरकार के माननीय सर्वोच्च न्यायालय के समक्ष लंबित अन्य संबन्धित याचिकाओं पर निर्भर करेगी।

[सं. ए-19011/01/2019-सीएलएस-II]

संजीव नंदा, अवर सचिव

New Delhi, the 22nd February, 2019

S.O. 347.—The President of India is pleased to appoint Shri Purnendu Kumar Srivastava, Retd. Additional District & Sessions Judge, Chitrakoot(UP) as Presiding Officer in Central Government Industrial Tribunal-cum-Labour Court, Jabalpur w.e.f. 15.01.2019 (Forenoon) till he attains the age of 65 years i.e., up to 06.12.2022 or until further orders, whichever is earlier.

2. The appointment of Shri Purnendu Kumar Srivastava as Presiding Officer, CGIT-cum-LC shall be regulated in terms of “Tribunal, Appellate Tribunal and other Authorities (Qualification, Experience and other Conditions of Service of Members) Rules, 2017, and would be subject to final outcome of the WP(C) No. 279 of 2017 and other connected petitions pending before the Hon’ble Supreme Court of India.

[No. A-19011/01/2019-CLS-II]

SANJEEV NANDA, Under Secy.

नई दिल्ली, 22 फरवरी, 2019

का.आ. 348.—राष्ट्रपति जी, न्यायधीश (सेवानिवृत्त) रत्नाकला को दिनांक 24.01.2019 (पूर्वाह्न) से केंद्रीय सरकारी औद्योगिक ट्रिब्यूनल-कम-लेबर कोर्ट, बेंगलूर में पी□□□□ अधिकारी के रूप में, जबतक कि वह 65 वर्ष आयु प्राप्त न कर लें अर्थात् दिनांक 26.01.2021 तक या अगले आदेशों तक, जो पहले हो, नियुक्त करते हैं।

2. न्यायधीश (सेवानिवृत्त) रत्नाकला की पी□□□□ अधिकारी, सीजीआईटी-सह-एलसी के रूप में नियुक्ति “ट्रिब्यूनल, एप्लीकेट ट्रिब्यूनल एवं अदर औथोरीटीज (सदस्यों की योग्यता, अनुभव तथा सेवा की अन्य शर्तें) नियम, 2017 के अनुसार विनियमित होगी तथा यह 2017 के डब्ल्यूपी (सी) सं. 279 के अंतिम परिणाम पर एवं भारत सरकार के माननीय सर्वोच्च न्यायालय के समक्ष लंबित अन्य संबन्धित याचिकाओं पर निर्भर करेगी।

[सं. ए-19011/02/2019-सीएलएस-II]

संजीव नंदा, अवर सचिव

New Delhi, the 22nd February, 2019

S.O. 348.—The President of India is pleased to appoint Justice(Retd.) Rathnakala as Presiding Officer in Central Government Industrial Tribunal-cum-Labour Court, Bangalore w.e.f. 24.01.2019 (Forenoon) till she attains the age of 65 years i.e., up to 26.01.2021 or until further orders, whichever is earlier.

2. The appointment of Justice(Retd.) Rathnakala as Presiding Officer, CGIT-cum-LC shall be regulated in terms of "Tribunal, Appellate Tribunal and other Authorities (Qualification, Experience and other Conditions of Service of Members) Rules, 2017, and would be subject to final outcome of the WP(C) No. 279 of 2017 and other connected petitions pending before the Hon'ble Supreme Court of India.

[No. A-19011/02/2019-CLS-II]

SANJEEV NANDA, Under Secy.

नई दिल्ली, 26 फरवरी, 2019

का.आ. 349.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स श्री सीमेंट लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय, अजमेर के पंचाट (संदर्भ संख्या 05/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 20.02.2019 को प्राप्त हुआ था।

[सं. जेड-16025/4/2019-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 26th February, 2019

S.O. 349.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 05/2016) of the Industrial Tribunal/Labour Court, Ajmer now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Shree Cement Limited and their workman, which was received by the Central Government on 20.02.2019.

[No. Z-16025/4/2019-IR(M)]

D.K. HIMANSHU, Under Secy.

अनुबंध**श्रम न्यायालय एवं औद्योगिक न्यायाधिकरण, अजमेर (राज.)****पीठासीन अधिकारी—श्री एस.एन. टेलर , आर.एच.जे.एस**

प्रकरण संख्या सीआईटीआर नं. 05/2016

सी आई एस नं. 03/16

श्री शिवप्रसाद पुत्र श्री पन्नालाल जाति रेगर निवासी 638,

मानगंज मौहल्ला, ब्यावर जिला अजमेर (राज.)

...प्रार्थी

बनाम

1. श्री पंकज अग्रवाल, महाप्रबंधक, श्री सीमेंट लिमिटेड, माईन्स रास, तहसील जैतारण जिला पाली,
2. श्री मनोज मेहला, सीनियर वाईस प्रेसीडेंट, श्री सीमेंट लिमिटेड, ईकाई रास तहसील जैतारण जिला पाली,
3. श्री संजय मेहता, सीनियर वाईस प्रेसीडेंट, श्री सीमेंट लिमिटेड, बांगडनगर, ब्यावर जिला अजमेर (राज.),
4. श्री सुरेशचंद सुथार, सीनियर वाईस प्रेसीडेंट,
श्री सीमेंट लिमिटेड, बांगडनगर, ब्यावर जिला अजमेर

...अप्रार्थीगण

उपस्थिति

प्रार्थी की ओर से : श्री एल एस राठौड, अधिवक्ता

अप्रार्थी की ओर से : श्री आर.के. जैन (अधिवक्ता) प्रतिनिधि

अवार्ड

दिनांक 16.01.2019

प्रार्थी द्वारा अप्रार्थीगण के विरुद्ध अपना स्टेटमेंट ऑफ क्लेम अंतर्गत धारा 2 ए औद्योगिक विवाद अधिनियम 1947 दिनांक 17.11.2016 को प्रस्तुत कर उसमें अभिवचन किए गए हैं कि उसे पूर्व कार्यकारी निदेशक श्री एम के सिंघी श्री सीमेंट लि० यूनिट-3, बांगड नगर, ब्यावर द्वारा दिनांक 30.10.2006 को दो वर्ष के लिए के लिए ट्रेनी ऑपरेटर के पद पर नियुक्ति प्रदान की गई। प्रार्थी को दिनांक 07.10.2007 को नियुक्ति पत्र को दिया गया। दिनांक 01.05.2010 से कम्पनी प्रबंधन ने प्रार्थी की कम्पनी में टेक्नीशियन माईन्स के पद पर नियुक्ति कनफर्म करते हुए कनफर्मेशन लेटर दिनांक 14.05.2010 को जारी किया गया तथा प्रार्थी का कार्यस्थल श्री सीमेंट लिमिटेड, ईकाई रास जिला पाली रखा गया। प्रार्थी को कम्पनी में नियुक्ति के पश्चात लगातार 8 घण्टे व उससे अधिक डम्पर (हॉलपेक) ऑपरेटर के रूप में कार्य करने से प्रार्थी को पथरी व पाईल्स की गंभीर बीमारी हो गई। जिसकी जानकारी प्रार्थी ने प्रबंधन को चिकित्सक की परामर्श व ईलाज पर्चियों के साथ साथ समय पर दी, साथ ही ईलाजरत रहते मेडिकल अवकाश के प्रार्थनापत्र भी कम्पनी प्रबंधन को दिए। जिन्हें कम्पनी ने स्वीकार किया अथवा नहीं इसकी कोई जानकारी प्रार्थी को नहीं दी गई। उक्त बीमारियों की वजह से प्रार्थी का अमृतकौर चिकित्सालय, ब्यावर व आयुर्वेद चिकित्सालय, ब्यावर में ईलाज हुआ और आज भी ईलाजरत है। कम्पनी प्रबंधन ने दिनांक 10.02.2016 से प्रार्थी का कम्पनी में कार्य पर आने जाने का गेट बंद करवा दिया तथा दिनांक 29.03.2016 से मुझ प्रार्थी को बिना किसी पूर्व सूचना के मस्टर रोल से नाम काट दिया। कम्पनी ने अपने पत्र दिनांक 23.03.2016 से प्रार्थी को स्थानान्तरण की सूचना देना बताया। प्रार्थी को वह पत्र आज दिनांक तक प्राप्त नहीं हुआ। प्रार्थी की जानकारी के बिना उसका स्थानान्तरण रायपुर (छत्तीसगढ़) कर दिया। स्थानान्तरण की जानकारी प्रार्थी को दिए गए पत्र दिनांक 29.03.2016 से हुई जिसमें प्रार्थी को सेवापृथक कर दिया गया। कम्पनी प्रबंधन ने अपने जिस पत्र दिनांक 09.03.2016 से प्रार्थी की अनुपस्थिति का हवाला दिया। उस वक्त प्रार्थी पथरी की गंभीर बीमारी से तड़प रहा था तथा ईलाजरत था। जिसके लिए प्रार्थी ने आवेदन पत्र भी छुट्टियों के लिए प्रस्तुत किए। जिसे कम्पनी प्रबंधन ने स्वीकार भी कर लिए मगर बाद में दुर्भावनावश सेवापृथक कर दिया। अप्रार्थी कम्पनी में मुझ प्रार्थी का नियमित नियोजन है मगर औद्योगिक विवाद अधिनियम के आदेशात्मक प्रावधानों की पालना नहीं कर प्रार्थी को विधि विरुद्ध तरीके से सेवापृथक कर दिया। सेवापृथक करने से पूर्व ना तो उसके विरुद्ध जांच ही करवाई गई और ना ही स्पष्टीकरण मांगा और ना ही गवाह सबूत पेश करने का अवसर दिया। प्रार्थी ने सहायक श्रम आयुक्त, केन्द्रीय श्रम विभाग, अजमेर के समक्ष समझौता वार्ता हेतु विवाद प्रस्तुत किया। मगर अप्रार्थीगण के वहां पर जवाब नहीं देने और अनुपस्थित रहने पर केन्द्रीय श्रम आयुक्त, अजमेर ने प्रमाण पत्र जारी कर श्रम न्यायालय एवं औद्योगिक न्यायाधिकरण, अजमेर के समक्ष प्रकरण दायर करने का सुझाव दिया। अंत में प्रार्थना की गई है कि नियमानुसार कार्यवाही की जावे।

2. अप्रार्थीगण की ओर जवाब प्रस्तुत कर उसको मदवार अस्वीकार करते हुए अभिवचन किए हैं कि प्रार्थी श्री सीमेंट रास ईकाई एवं उससे संबंधित खान में कार्यरत रहा। उक्त ईकाई तहसील जैतारण जिला पाली में स्थित है जो कि जोधपुर डिवीजन के अधीन है। सुलह अधिकारी एवं सहायक श्रम आयुक्त, केन्द्रीय, अजमेर ने धारा 2-ए तहत उक्त विवाद को इस न्यायालय में प्रस्तुत करने की कानूनी भूल की है। उक्त विवाद पाली जिले से संबंधित होने से इस प्रकरण की सुनवाई बाबत क्षेत्राधिकार नहीं है। प्रार्थी द्वारा उठाये गए कथित विवाद जोधपुर में स्थित श्रम न्यायालय एवं औद्योगिक न्यायाधिकरण, जोधपुर द्वारा ही निर्णीत किया जा सकता है जहां उसका क्षेत्राधिकार है। केन्द्रीय सरकार द्वारा श्रम न्यायालय एवं औद्योगिक न्यायाधिकरण, जयपुर की स्थापना कई वर्षों पूर्व की जा चुकी है जिसे सम्पूर्ण राजस्थान का क्षेत्राधिकार है। अतः सुलह अधिकारी एवं सहायक श्रम आयुक्त, अजमेर द्वारा कथित विवाद को उक्त न्यायाधिकरण के सम्मुख ही भेजा जाना न्यायोचित है। कम्पनी की अनुशंभा पर अप्रार्थी कम्पनी के रास ईकाई से संबंधित माईन्स में कार्यरत श्री अजयसिंह सिसोदिया, श्री शिवप्रसाद एवं

श्री रणवीरसिंह गुर्जर को अप्रार्थी के कार्यालय आदेश दिनांक 06.02.2016 के जरिये तुरंत प्रभाव से रायपुर स्थानान्तरित कर दिया गया। अप्रार्थी कम्पनी के रायपुर माईन्स के उक्त अधिकारी द्वारा दिनांक 17.03.2016 को रास स्थित माईन्स के वरिष्ठ महाप्रबंधक को एक पत्र लिखा गया जिसके द्वारा उन्होंने जानकारी दी कि जिन 3 व्यक्तियों को स्थानान्तरित किया गया था उसमें सिर्फ श्री रणवीरसिंह गुर्जर द्वारा ही स्थानान्तरित स्थान पर उपस्थिति दी गई। उक्त पत्र की प्राप्ति के पश्चात अप्रार्थी कम्पनी के पत्र दिनांक 23.03.2016 द्वारा श्री शिवप्रसाद को सूचित किया गया कि उनके द्वारा स्थानान्तरित स्थान पर उपस्थिति नहीं दी गई तथा वे दिनांक 09.02.2016 से लगातार अनुपस्थित चल रहे हैं। उक्त पत्र द्वारा प्रार्थी को पुनः हिदायत दी गई कि वे 48 घण्टे के भीतर रायपुर में उपस्थित दर्ज करायें एवं अनुपस्थिति के संबंध में उचित स्पष्टीकरण दें। प्रार्थी द्वारा उक्त पत्र के बावजूद रायपुर स्थित ईकाई में कार्यग्रहण नहीं किया। जिसके चलते यह मान लिया गया कि वह कार्य करने को इच्छुक ही नहीं हैं। प्रार्थी आदतन रूप से बिना अवकाश स्वीकृत कराय अनुपस्थित रहने का आदि है एवं वर्ष 2011-12 से लेकर 2015-16 तक 441 दिन अनाधिकृत रूप से अनुपस्थित रहा है। पथरी और पार्सल्स कोई व्यावसायिक बीमारी नहीं है। प्रार्थी द्वारा बीमार रहने के संबंध में कोई सूचना अप्रार्थी कम्पनी को नहीं दी। अप्रार्थी द्वारा औद्योगिक विवाद अधिनियम की किसी भी धारा का उल्लंघन नहीं किया गया है। सहायक श्रम आयुक्त के समक्ष अप्रार्थी द्वारा अपने पत्र दिनांक 07.06.2016 के जरिये विस्तृत टिप्पणी प्रस्तुत की गई थी। जिस पर गौर किए बिना ही उक्त अधिकारी द्वारा प्रमाण पत्र जारी कर दिया गया एवं उसका संज्ञान माननीय न्यायालय द्वारा नहीं लिया जा सकता है। अंत में उनके द्वारा सुलह अधिकारी एवं सहायक श्रम आयुक्त, अजमेर द्वारा औद्योगिक विवाद अधिनियम 1947 की धारा 2-ए के तहत जारी प्रमाण पत्र दिनांक 21.09.2016 पर कोई कार्यवाही करने का क्षेत्राधिकार नहीं होने एवं प्रार्थी भी राहत को पाने का अधिकारी नहीं होने का कथन करते हुए स्टेटमेंट ऑफ क्लेम खारिज किए जाने की प्रार्थना की है।

3. उभय पक्षकारान के अभिवचनों एवं उपलब्ध सामग्री के मध्य नजर दिनांक 21.03.2017 को न्यायालय द्वारा निम्नांकित विवाद बिन्दु विरचित किए गए:-
 1. आया अप्रार्थी द्वारा प्रार्थी की सेवासमाप्ति बाबत पारित आदेश दिनांक 29.03.2016 अनुचित और अवैध है?
 2. आया कि कथित विवाद पाली जिले से संबंधित होने से इस न्यायाधिकरण को सुनवाई बाबत अधिकारिता प्राप्त नहीं है ?
 3. आया प्रार्थी वेतन भत्तों व परिलाभ सहित पूर्वत निरंतरता में सेवा में बहाल किए जाने का अधिकारी है?
 4. अनुतोष?
4. इस न्यायालय द्वारा विवाद्यक सं. 2 को प्राथमिक विवाद्यक के तौर पर आदेश दि. 29.6.2017 द्वारा अप्रार्थीगण के विरुद्ध एवं प्रार्थी के पक्ष में तय किया गया है ।
5. तत्पश्चात् प्रार्थी ने अपनी मौखिक साक्ष्य में ए डब.1 शिवप्रसाद स्वयं को परीक्षित करवाया एवं प्रलेखीय साक्ष्य में प्रदर्श डब.1 लगायत पी डब. 32 दस्तावेज फोटो प्रतियों में प्रदर्शित करवायी गयी है । अप्रार्थीगण ने अपनी मौखिक साक्ष्य में एन ए डब.1 पंकज अग्रवाल, एन ए डब.2 के सी शर्मा, एन ए डब.3 पुष्पेंद्र कुमार भारद्वाज को परीक्षित करवाया जाकर प्रलेखीय साक्ष्य में प्रदर्श एम-1 लगायत एम-12 दस्तावेज फोटो प्रतियों में प्रदर्शित करवाये गये है ।

6. बहस अंतिम सुनी गयी । प्रार्थी की ओर से उसके स्टेटमेंट ऑफ क्लेम के दोहराव के साथ तर्क रहे हैं कि अप्रार्थी संस्थान द्वारा प्रार्थी की नियुक्ति का कार्य स्थल प्रदर्श डब.2 नियुक्ति पत्र में नहीं बताया । प्रार्थी से विपरीत परिस्थितियों में कार्य लिया जाता था जिन विपरीत परिस्थितियों को अप्रार्थी संस्थान की जानकारी में मौखिक तौर पर कई बार लाया किंतु अप्रार्थी संस्थान द्वारा कोई कार्यवाही नहीं की गयी । अप्रार्थी संस्थान के अधिकारी प्रार्थी से दुर्भावना रखने लगे और प्रार्थी का तथाकथित ट्रांसफर अप्रार्थी संस्थान द्वारा अपने कागजों में ही कर दिया गया जबकि ऐसा कोई स्थानांतरण पत्र अथवा आदेश प्रार्थी को न तो दिया गया न ही सूचना दी गयी व अप्रार्थी संस्थान द्वारा खुद तक ही सीमित रखा गया जो अप्रार्थी संस्थान की दुर्भावना को स्पष्ट रूप से प्रकट करता है । प्रार्थी के स्थानांतरण की कार्यवाही दुर्भावना पूर्वक रही है । प्रार्थी ने डायरेक्टर जनरल ऑफ माइंस सेफ्टी को भी विपरीत परिस्थितियों की शिकायत की थी जिस कारण अप्रार्थी संस्थान के विरुद्ध जांच हुई जिसकी जांच रिपोर्ट प्रदर्श डब.27 पत्रावली पर है । प्रदर्श एम-1 से एम-5 में दर्ज उपस्थितियां अप्रार्थी संस्थान के जवाब एवं ए डब.1 की पंकज अग्रवाल की मुख्य परीक्षा के शपथ पत्र से भिन्न है । जवाब में प्रार्थी की उपस्थितियां 441 दिन बतायी गयी है जबकि एन ए डब.1 पंकज अग्रवाल की मुख्य परीक्षा के शपथ पत्र में 513 दिन । यदि इतनी अनुपस्थितियां अप्राधिकृत तौर पर होती तो प्रार्थी से कभी तो स्पष्टीकरण चाहा जाता व कोई तो चार्जशीट प्रार्थी को दी जाती जिनका पत्रावली पर नहीं होना अप्रार्थी संस्थान की झूठ का द्योतक है । स्वयं अप्रार्थी साक्षी ए डब.3 पुष्पेंद्र इस संबंध में चार्जशीट नहीं दिये जाने की अज्ञानता बताता है । प्रदर्श एम-6 व 7 से प्रार्थी का कोई लेना-देना नहीं है । प्रदर्श एम-7 की सूचना प्रार्थी को किसी तरीके से नहीं दी गयी न ही यह ट्रांसफर ऑर्डर लगाता है इसका मोड ऑफ डिलीवरी क्या है यह स्पष्ट नहीं है । इसकी कोई रसीद पावती या डाक रसीद भी नहीं है । प्रार्थी के सेवा पृथक्करण से पहले प्रार्थी से कोई स्पष्टीकरण नहीं लिया गया । प्रदर्श डब.31 की रसीद या पावती भी पत्रावली पर नहीं है । इसकी दिनांक से लेकर दो दिन तक सरकारी छुट्टी थी । डाक जारी ही नहीं हो सकती थी फिर भी इसमें अडतालीस घंटे का ही टाईम अंकित है । प्रदर्श डब.32 में प्रार्थी को दि. 9.3.16 से अनुपस्थित बताया है जबकि किसी अन्य दस्तावेज में ऐसा नहीं है अनुपस्थिति के बारे में कोई चार्जशीट दिया जाना या प्रार्थी से कोई स्पष्टीकरण चाहना भी कहीं प्रकट नहीं होता है । प्रार्थी बीमार रहा था इस संबंध में प्रार्थी ने पत्रावली पर प्रचूर मात्रा में दस्तावेज पेश किये हैं जिनका किसी तरह से खंडन नहीं है । प्रार्थी ने छुट्टी के प्रार्थना पत्र भी दिये थे जो प्रदर्श डब.24 व 25 है । बीमारी के दस्तावेज प्रदर्श डब.6 से 23 है । इन दस्तावेजों के बारे में अप्रार्थी साक्षी पंकज अग्रवाल की इंकारी नहीं है जो कि प्रार्थी का इमिडिएट बॉस था । उसने तो प्रार्थी ने प्रदर्श डब.24 व 25 प्रार्थना पत्र दिया हो तो जानकारी नहीं होना ही बताया है तथा प्रार्थी की सेवा पृथक्करण से पूर्व नोटिस जांच आदि की भी जानकारी नहीं होना दर्ज करवाया है । प्रार्थी से बी ई एम एल डंपर पर कार्य लिया जाता था जिसकी कैपेसिटी पचास टन थी फिर भी उसमें पैंसठ टन माल लदवाया जाता था । जिस बाबत पत्रावली पर साक्ष्य उपलब्ध है । अप्रार्थी साक्षी एन ए डब.2 के सी शर्मा अप्रार्थी संस्थान की किसी तरह से मदद नहीं करता है । अप्रार्थी साक्षी एन ए डब.3 पुष्पेंद्र भारद्वाज ने प्रार्थी द्वारा रखे गये तथ्यों में ही अधिकतर को स्वीकार किया है । यह प्रदर्श डब.31 को डाक से जारी करना बताता है व डाक रसीद पत्रावली पर क्यों नहीं है । प्रदर्श डब.24 व 25 से प्रार्थी द्वारा छुट्टी लेने से भी इंकारी नहीं

करता है । प्रार्थी को आरोप पत्र दिये जाने व प्रार्थी से स्पष्टीकरण चाहने के संबंध में भी मना करता है प्रार्थी के मामले में अप्रार्थी संस्थान द्वारा धारा 25 एफ की पलाना नहीं की गयी है क्योंकि न तो प्रार्थी को नोटिस दिया गया न ही कोई रिट्रेंचमेंट भत्ता दिया गया प्रार्थी से कोई स्पष्टीकरण इत्यादि भी नहीं लिया गया न जांच की गयी अप्रार्थीगण द्वारा प्रार्थी की की गयी सेवामुक्ति गलत व अवैध है तथा प्रार्थी पूर्ण वेतन परिलाभ सहित सेवा में पुर्नस्थापना का अधिकारी है । अंत में प्रार्थी का स्टेटमेंट ऑफ क्लेम स्वीकार किया जाते हुए उक्त अनुतोष दिये जाने की प्रार्थना की गयी है ।

7. खंडन में विद्वान अधिवक्ता अप्रार्थीगण के तर्क रहे हैं कि प्रार्थी की नियुक्ति व उसके पश्चात् उसका निम्बेटी माइन में कार्य करना निर्विवाद है । लाइम स्टोन हल्का पत्थर होता है जिसको गिरने से बचाने के लिए डंपर का डाला उंचा किया जाता है तथा यह किसी निमयों का उल्लंघन नहीं है । डायरेक्टर जनरल ऑफ माइंस सेफ्टी द्वारा जांच करके जो सूचना अप्रार्थी संस्थान को दी गयी थी इस संबंध में अप्रार्थी संस्थान द्वारा अपना स्पष्टीकरण प्रस्तुत कर दिया गया था यदि अप्रार्थी ने इससे संबंधित किसी नियमों की अवहेलना की है तो वह नियमानुसार कार्यवाही का अधिकारी है । किंतु हस्तगत प्रकरण में प्रार्थी इसका कोई फायदा नहीं ले सकता है । प्रार्थी के अलावा कोई व्यक्ति बीमार हुआ हो या उसकी बीमारी हुई हो ऐसे न तो प्रार्थी के कोई अभिवचन है न ही कोई नाम मात्र की साक्ष्य पत्रावली पर है । जबकि प्रार्थी के साथ कई व्यक्तियों का कार्य करना स्वयं प्रार्थी का स्वीकृत तथ्य है । प्रार्थी के पथरी होना या उसके पाइल्स होना किसी भी प्रकार से उसके कार्य से संबंधित नहीं है या उक्त बीमारियां उक्त कार्य के कारण हुई हो, इस बात की भी पत्रावली पर लेश मात्र भी साक्ष्य नहीं है । प्रार्थी के नियुक्ति पत्र प्रदर्श -2 के मद नं.3 अनुसार प्रार्थी का जॉब ट्रांसफरेबल था और ट्रांसफर अप्रार्थी मैनेजमेंट का इनहर्सेंट राइट है । इसमें न तो कोई दुर्भावना थी और न ही किसी प्रकार से प्रार्थी सिद्ध कर पाया है । प्रार्थी द्वारा अपने अभिवचनों में सेवामुक्ति के पश्चात् पथरी की पीडा बतायी है जबकि वह दस्तावेज पाइल्स की बीमारी के पेश करता है जिन बीमारी के दस्तावेजों पर भी प्रार्थी के हस्ताक्षर नहीं है । जिस कारण से उक्त दस्तावेज न तो विश्वसनीय है न ही प्रार्थी की कोई मदद करते हैं । प्रदर्श डब.24 व 25 की कोई रसीदें प्रार्थी की ओर से पेश नहीं की गयी है न ही कोई साक्ष्य पेश की गयी है कि ये प्रार्थना पत्र अप्रार्थी संस्थान को दिये गये । प्रार्थी छुट्टी पर जाना अपने अभिवचनों में बताता है जबकि ऐसी कोई स्वीकृति का दस्तावेज पत्रावली पर नहीं है । मात्र अप्रार्थी साक्षियों द्वारा जानकारी नहीं होने बाबत् दिये गये कथनों के आधार पर उक्त तथ्यों को सिद्ध नहीं माना जा सकता है । प्रदर्श डब.27 जांच रिपोर्ट डी जी एम एस में ऐसा नहीं लिखा हुआ है कि ये प्रार्थी की शिकायत पर आधारित है । इस संबंध में प्रदर्श-एम-11 जवाब अप्रार्थी संस्थान द्वारा दे दिया गया जिस पश्चात् कोई कार्यवाही डी जी एम एस द्वारा अप्रार्थी संस्थान के विरुद्ध नहीं की गयी । प्रार्थी के अकेले का स्थानांतरण नहीं किया गया था । तीन व्यक्तियों का स्थानांतरण किया गया था । यह दुर्भावी कर्तई नहीं हो सकता है । यद्यपि ये प्रार्थी को व्यक्तिगत नहीं दिया गया है किंतु स्वयं प्रार्थी द्वारा अपनी जिरह की साक्ष्य में इसकी जानकारी होना बताया गया है । जानकारी होने के बाद भी प्रार्थी द्वारा स्थानांतरित स्थान पर कार्य पर उपस्थित नहीं होकर लगातार अनुपस्थित रहना उसके द्वारा सेवा का अभित्यजन माने जाने योग्य है और इस तरह प्रार्थी द्वारा वस्तुतः सेवा का अभित्यजन किया गया है । आई डी एक्ट की धारा 25 एफ प्रकरण में लागू नहीं होती है । उक्त परिस्थिति में किसी प्रकार की

जांच आवश्यक नहीं थी और इस कारण प्रार्थी की सेवा मुक्ति अवैध नहीं ठहरायी जा सकती है। प्रार्थी सेवामुक्ति के पश्चात् गेनफुल एंप्लॉयमेंट में नहीं हो, ऐसी प्रार्थी की प्लीडिंग भी नहीं है न ही इसकी कोई साक्ष्य है। प्रार्थी द्वारा तो अपने स्टेटमेंट ऑफ क्लेम में अनुतोष ही वर्णित नहीं किया गया है उक्त प्रकार यद्यपि विवाद्यक सं.3 बनाया गया है। प्रार्थी किसी प्रकार के अनुतोष का अधिकारी नहीं है। अंत में प्रार्थी का क्लेम प्रार्थना पत्र खारिज किये जाने की प्रार्थना की गयी है। अपने तर्कों के समर्थन में निम्नलिखित न्यायिक दृष्टांत पेश किये गये हैं:-

1. 2004 एल एल आर 1103 केंद्रीय विद्यालय संगठन बनाम दामोदर प्रसाद पांडे व अन्य,
 2. 2007 एल एल आर 390 श्याम सुंदर अग्रवाल बनाम मै0 ग्लोब डिटैक्टिव एजेंसी प्रा0 लि0 व अन्य,
 3. (1999) 1 सुप्रीम कोर्ट केसेज 300 सिपला लि0 बनाम जयकुमार आर व अन्य,
 4. 2001 एलएल आर 548 स्टेट बैंक ऑफ इंडिया बनाम अंजायन सान्याल,
 5. 2015 एल एल आर 169 कांपीटेंट सिक्युरिटी सर्विसेज बनाम गवर्नमेंट ऑफ एन सी टी ऑफ देहली व अन्य,
 6. 2018 एल एल आर 933 विलास गनपति पाटिल बनाम सुयोग बैकवेल वसंतदादा औद्योगिक वसाहत, सांगली व अन्य,
 7. 2001 (2) सुप्रीम कोर्ट केसेज 289 एडीसन्स पेंट्स एंड केमिकल्स लि. बनाम वर्कमैन रिप्रजेंटेटेड बाइ दी सैक्रेट्री (ए पी एंड सी) असिस्टेंट्स एसोसिएशन व अन्य,
 8. 2018 एल एल आर 752 करुणाकरण बनाम भारती इलेक्ट्रॉनिक्स लि. रिप्र.बाई इट्स चेयरमैन कम मैनेजिंग डायरेक्टर व अन्य,
 9. 2018 (2) सुप्रीम कोर्ट केसेज (एल एंड एस) 395 पी करुपैया मृतक थू लीगल रिप्रजेंटेटिव बनाम जनरल मैनेजर थिरुवल्लुवर ट्रांसपोर्ट कारपोरेशन लि.,
 10. 2016 एल एल आर 1244 इंजीनियर इन चीफ वाटर रिसोर्सेज डिपार्टमेंट भोपाल बनाम मानहरण,
 11. 2005 एल एल आर 275 केंद्रीय विद्यालय संगठन व अन्य बनाम एस सी शर्मा,
 12. 2006 एल एल आर 214 यू पी स्टेट ब्रासवेयर कारपो. लि. व अन्य बनाम उदय नारायण पांडे,
 13. 2018 एल एल आर 727 एच पी स्टेट कॉप.मार्केटिंग एंड कंजूमर्स फेडरेशन लि0 बनाम नैनसुख,
 14. 2015 एल एल आर 160 भावनगर म्युनिसिपल कारपोरेशन व अन्य बनाम जडेजा गोबुभा छानुभा व अन्य।
8. उभय पक्षकारान की ओर से दिए तर्कों तथा अप्रार्थीगण की ओर से प्रस्तुत न्यायिक दृष्टांतों के अभिमतों तथा संबंधित विधि को विचार में लेते हुए पत्रावली का भली भांति परिशीलन किया गया।
9. प्रार्थी साक्षी ए डब.1 शिवप्रसाद द्वारा अपनी मुख्य परीक्षा के शपथ पत्र में अपने अभिवचनानुसार ही तथ्य दर्ज करवाये गये हैं। इस साक्षी द्वारा अपनी साक्ष्य में प्रदर्शित प्रदर्श डब.1 उसको ट्रेनिंग ऑपरेटर पर अप्रार्थीगण के संस्थान श्री सीमेंट लि0 द्वारा रखे जाने का ऑफर लैटर दि. 30.10.07 की प्रति है।

प्रदर्श डब.2 उसके नियुक्ति पत्र दि.7.10.09 की प्रति है । जिसमें उसकी ट्रेनिंग पूरी होने पर उसे टैक्नीशियन (माइंस) के तौर पर नियुक्त किया गया है जिस नियुक्ति पत्र के मद नं.3 में वर्णित शर्त में उसका एक विभाग से दूसरे विभाग में, एक यूनिट से दूसरी यूनिट में, एक साइट से दूसरी साइट में, एक स्थान से दूसरे स्थान की होल्डिंग कंपनी या ऐसासिएट कंपनी या सिस्टर कंसर्न में तबादला किये जाने की शर्त उल्लिखित है। प्रदर्श डब.3 फार्म ऑफ अपाइंटमेंट आफ कांपीटेंट पर्सन की प्रति है जिसमें प्रार्थी को निंबेटी लाइम स्टोन माइंस में दि.26.3.08 को नियुक्त किया जाना वर्णित है । प्रदर्श डब.4 प्रार्थी के कर्फमेशन पत्र दि.14.5.10 की प्रति है । प्रदर्श डब.5 एवं प्रदर्श डब.32 प्रार्थी का नाम अप्रार्थी संस्थान के मस्टर रोल से हटा देने का पत्र अर्थात् टर्मिनेशन लैटर दि.29.3.16 की प्रति है । प्रदर्श डब. 6,7,10,11,12 प्रार्थी के रोग प्रमाण पत्रों की प्रति कुल अवधि दि.13.2.16 से दि.4.4.16 तक के है जिनमें प्रार्थी के अर्श शूल व रक्तार्श की बीमारी से पीडित होने का तथ्य दर्ज है इनमें से प्रदर्श डब.10 लगायत डब.12 प्रमाण पत्रों पर प्रार्थी के हस्ताक्षर नहीं है किंतु प्रदर्श डब.6 व 7 पर है । प्रदर्श डब.8 व डब.9 प्रार्थी की प्रैस्क्रिप्शन पर्ची दि.7.3.16 व 22.3.16 की है जिसमें प्रार्थी के रक्तार्श की बीमारी बतायी गयी है । प्रदर्श डब.13 भी दि.14.4.16 की प्रार्थी की प्रैस्क्रिप्शन पर्ची है । जिसमें उसके दर्द बताया गया है । प्रदर्श डब.14 प्रार्थी के डिस्चार्ज टिकट दि.16.4.16 की एवं प्रदर्श डब.16 लगायत 20 प्रार्थी की जांच रिपोर्ट दि.14.4.16 की है । प्रदर्श डब.21 लगायत 23 भी प्रार्थी की प्रैस्क्रिप्शन पर्चियां दि. 19.3.16 व 4.4.16 की है । प्रदर्श डब.24 एवं 25 प्रार्थी के प्रार्थना पत्र अप्रार्थी संस्थान के खान प्रबंधक को संबोधित है जिनमें दि.13.2.16 से दि.13.3.16 एवं दि.14.3.16 से 14.4.16 तक प्रार्थी द्वारा बीमार व अस्वस्थ होने से सेवायें देने में असमर्थता व्यक्त करते हुए छुट्टी की प्रार्थना की गयी है । यह प्रार्थना पत्र क्रमशः दि.13.2.16 व 13.3.16 के है । प्रदर्श डब.26 अजयसिंह सिसोदिया को खान सुरक्षा महानिदेशालय द्वारा जारी पत्र है जिसमें उक्त अजयसिंह सिसोदिया की शिकायत दि.12.5.16 के प्राप्त होने पर उचित कार्यवाही किया जाना एवं प्रदर्श डब.27 पत्र अप्रार्थी के प्रबंधन को लिखे जाने का वर्णन है । प्रदर्श डब.27 खान सुरक्षा निदेशक उत्तरी अंचल गाजियाबाद द्वारा अप्रार्थी संस्थान के निंबेटी लाइम स्टोर माइंस के निरीक्षण में पाये गये विभिन्न उल्लंघन का वर्णन है । प्रदर्श डब.28 अप्रार्थी संस्थान द्वारा हितेश कुमार टांक को लिखा गया पत्र है । प्रदर्श डब.29 बी एच 50 एम रियर डंपर की पुस्तक का मुख पृष्ठ एवं साथ में उसकी कैपेसिटी के उल्लेख की प्रति है जिसमें उक्त डंपर की कैपेसिटी पचास टन की होना वर्णित है । प्रदर्श डब.30 प्रार्थी की समझौता अधिकारी के समक्ष की गयी शिकायत है । उक्त साक्षी ए डब.1 शिवप्रसाद द्वारा अपनी जिरह में साक्ष्य दी गयी है कि प्रदर्श डब.2 मेरा नियुक्ति पत्र मुझे मिला था । प्रदर्श डब.2 के मद नं.3 में लिखी शर्त सही है । प्रदर्श डब.10 से प्रदर्श डब.13 तक के चिकित्सा प्रमाण पत्र व चिकित्सक पर्ची पर मेरे हस्ताक्षर नहीं है यह बात सही है यह बात भी सही है कि प्रदर्श—डब.10 से प्रदर्श डब.13 तक के प्रमाणपत्र/पत्रों पर मेरे हस्ताक्षर नहीं है। यह बात सही है कि प्रदर्श डब.10 से प्रदर्श डब.23 तक चिकित्सा संबंधी प्रमाण पत्र/मैनें कंपनी में नहीं भेजे थे बल्कि केवल प्रार्थना पत्र ही कंपनी में भेजा था । कंपनी में मैनें प्रदर्श—24 व 25 प्रार्थना पत्र भेजे थे जो कि प्रदर्श डब.10 से डब.23 से संबंधित थे । यह बात सही है कि प्रदर्श डब.24 व डब. 25 में प्रदर्श डब.10 से डब.23 तक के दस्तावेज बाबत कोई हवाला नहीं है । दस्तावेज प्रार्थना पत्र दि. 13.2.16 से बाद के है । प्रदर्श डब.24 व 25 मैनें कंपनी में सीधे ही जाकर दिये थे जिसकी रसीद मुझे

नहीं दी थी। यह बात सही है कि प्रदर्श 24 व 25 को कंपनी में बीमार होते हुए भी जाकर दिया था। यह मैं नहीं बता सकता कि रणवीर सिंह गुर्जर ने रायपुर छत्तीसगढ़ ज्वाइन करा या नहीं लेकिन उसका ट्रांसफर वहां हुआ था। प्रदर्श डब.5 पर ए से बी जो मेरे घर का पता है वह सही है यह सही है कि प्रदर्श डब.5 मुझे मिला था। प्रदर्श डब.5 के बाबत मैंने कंपनी में कोई पत्र इस संदर्भ में नहीं लिखा था मैं मौखिक रूप से सही अपनी बात कहने कंपनी गया था। यह कहना सही है कि डंपर चलाने वाले और भी थे जिनमें से किसी के कोई बीमारी हुई या नहीं कितने के हुई मुझे पता नहीं है। यह सही है कि मेरे शपथ पत्र में मैंने किसी अन्य डंपर ऑपरेटर की बीमारी का उल्लेख नहीं किया है। यह बात सही है कि मेरे हितेष टांक का ट्रांसफर मेरे साथ नहीं किया गया था। यह बात सही है कि मेरे साथ अजयसिंह व रणवीरसिंह का ट्रांसफर हुआ था।

10. अप्रार्थी साक्षी एन ए डब.1 पंकज अग्रवाल द्वारा अपनी मुख्य परीक्षा के शपथ पत्र में स्वयं का तेइस वर्ष से अप्रार्थी संस्थान में कार्यरत रह कर वर्ष 2008 से 2016 तक के दौरान कंपनी के निंबेटी माइंस में माइंस मैनेजर के पद पर कार्यरत होना बताकर अप्रार्थीगण के अभिवचनानुसार ही साक्ष्य दी गयी है। इस साक्षी द्वारा अपनी साक्ष्य में प्रदर्शित प्रदर्श एम-1 लगायत एम-5 प्रार्थी की अनुपस्थिति के पत्रक, प्रदर्श एम-6 असिस्टेंट जनरल मैनेजर माइंस के सी शर्मा एन ए डब.2 द्वारा एन ए डब.1 पंकज अग्रवाल को लिखे गये पत्र दि.20.1.16 की प्रति है जिसमें एक शॉवल ऑपरेटर व दो डंपर ऑपरेट की रायपुर में आवश्यकता बतायी गयी है। प्रदर्श एम-7 अप्रार्थी संस्थान के कार्यालय आदेश दि.6.2.16 की प्रति है जिसमें प्रार्थी सहित तीन व्यक्तियों के माइंस डिपार्टमेंट यूनिट 3 से 8, रास से माइंस डिपार्टमेंट रायपुर (बलोदा बाजार) स्थानांतरण किया जाना वर्णित है। प्रदर्श एम-8 इंटर ऑफिस मीमो है जिसमें उक्त ट्रांसफर बाबत सूचना एन ए डब.1 पंकज अग्रवाल द्वारा एन ए डब.2 के सी शर्मा को दि.8.2.16 को दी गयी है। प्रदर्श एम-9 एन ए डब.2 के सी शर्मा द्वारा एन ए डब.1 पंकज शर्मा को लिखे गये पत्र दि.17.3.16 की प्रति है जिसमें रणवीरसिंह के अलावा प्रार्थी सहित दो स्थानांतरित व्यक्तियों का रिपोर्ट नहीं किया जाना वर्णित किया गया है। प्रदर्श एम-10 का कायात्सू डंप ट्रक के बारे में उसकी कंपनी द्वारा अप्रार्थी संस्थान के एस सी सुथार को लिख गया पत्र है। प्रदर्श एम-11 डायरेक्टर ऑफ माइंस सेफ्टी को अप्रार्थी संस्थान की ओर से श्री एस सी सुथार द्वारा दिया गया जवाब है। इस साक्षी को जिरह की साक्ष्य के दौरान प्रार्थी की ओर से प्रदर्श डब.32 टर्मिनेशन पत्र के अलावा प्रदर्श डब.31 पत्र दिखाकर के भी प्रश्न पूछे गये हैं जिस प्रदर्श डब.31 पत्र दि.23.3.16 में प्रार्थी को 48 घंटे में स्थानांतरित स्थान पर ज्वाइन करने का निर्देश दिया गया है तथा इसमें प्रार्थी की दि.9.2.16 से अनाधिकृत अनुपस्थिति दर्ज है। इस अप्रार्थी साक्षी एन ए डब.1 पंकज अग्रवाल द्वारा अपनी जिरह की साक्ष्य में साक्ष्य दी गयी है कि यह कहना गलत है कि प्रार्थी का स्थानांतरण रायपुर छत्तीसगढ़ किये जाने की सूचना नहीं दी हो। यह सही है कि प्रार्थी को दी गयी सूचना पत्रावली पर पेश नहीं की गयी है। सूचना व्यक्तिगत दी गयी थी। सूचना बाबत कोई लिखित दस्तावेजात् पेश नहीं किया गया है। यह सही है कि प्रदर्श एम-1 से 5 में संस्थान के किसी अधिकारी के हस्ताक्षर नहीं है। मुझे जानकारी नहीं है कि प्रार्थी को सेवापृथक आदेश प्रदर्श डब.5 रजिस्टर्ड डाक से भेजा गया अथवा नहीं सेवापृथक करने से पूर्व प्रार्थी को नोटिस दिया अथवा इसकी जानकारी मुझे नहीं है। यह जानकारी नहीं है कि प्रार्थी के विरुद्ध विभागीय जांच नहीं की गयी और ना ही उससे स्पष्टीकरण मांगा गया। प्रदर्श

डब. 24,25 प्रार्थी ने दी हो तो उसकी जानकारी मुझे नहीं है । प्रार्थी को स्थानांतरण आदेश लिखित में दिया हो तो मुझे जानकारी में नहीं है । प्रदर्श डब.29 है । प्रदर्श डब.27 भेजा गया पत्र सही है प्रदर्श डब.28 मेरी जानकारी में है जो सही है मुझे जानकारी नहीं है कि प्रार्थी को सेवा पृथक करने से पूर्व औद्योगिक विवाद अधिनियम की पालना की गयी या नहीं मुझे जानकारी नहीं है कि बीईएमएल डंपर में कितना लाइम स्टोर लोड किया जाता है ।

11. अप्रार्थीगण के अगले साक्षी एन ए डब.2 के सी शर्मा द्वारा अपनी मुख्य परीक्षा के शपथ पत्र में स्वयं का अप्रार्थी संस्थान में वर्ष 2008 से कार्यरत होना तथा वर्ष 2016 में कंपनी की एस आर सी पी रायपुर माइंस छत्तीसगढ़ में सहायक जनरल मैनेजर के पद पर कार्यरत होना बताकर पत्र दि.20.1.16, 8.2.16 व 17.3.16 प्रदर्श एम-6,8,9 की पुष्टि में तथ्य दर्ज करवाये गये हैं जिरह में इस साक्षी द्वारा साक्ष्य दी गयी है कि यह सही है कि हमने प्रदर्श एम-6 के द्वारा रास सीमेंट को रिक्वायरमेंट मांगी थी जिसके जवाब में प्रदर्श एम-8 के द्वारा हमें सूचना दी गयी थी । प्रदर्श एम-9 मेरे द्वारा जारी किया गया है ।
12. अप्रार्थीगण के अगले साक्षी एन ए डब.3 पुष्पेंद्र कुमार भारद्वाज द्वारा अपनी मुख्य परीक्षा के शपथ पत्र में स्वयं को अप्रार्थी संस्थान पर उपाध्यक्ष (कार्मिक एवं प्रशासनिक) बताकर अप्रार्थीगण के अभिवचनानुसार ही साक्ष्य दी गयी है इस साक्षी द्वारा अपनी साक्ष्य में प्रदर्श एम-11/1 एवं प्रदर्श एम-12 भी प्रदर्शित करवाये गये हैं जिनमें से प्रदर्श-11/1 प्रदर्श डब.32 टर्मिनेशन पत्र की ए डी प्राप्ति रसीद है । प्रदर्श एम-12 अटेंडेंस रिपोर्ट प्रार्थी की है । इस साक्षी द्वारा अपनी जिरह की साक्ष्य में साक्ष्य दी गयी है कि प्रदर्श डब.2 में निंबेटी लाइस स्टोर माइंस रास जिला पाली में प्रार्थी का कार्यस्थल होगा अंकित नहीं है अजखुद कहा कि नियुक्ति पत्र दिये जाने के बाद बता दिया जाता है कि कार्यस्थल कौनसा होगा । यह सही है कि प्रदर्श डब.31 श्री मनोज महला द्वारा प्रार्थी को दि.23.3.16 को रजि.ए डी द्वारा जारी किया गया था । मेरी जानकारी में नहीं है कि दि.23.3.16 24.3.16 को होली का अवकाश हो व 25.3.16 को गुडफ्राइडे का अवकाश हो । यह सही है कि प्रदर्श डब.32 संस्थान द्वारा प्रार्थी को दि.29.3.16 को जारी किया गया था । यह सही है कि प्रदर्श डब.32 पर दि.9.3.16 अंकित है जो कि ए से बी है जो सही लिखा है । यह सही है कि प्रदर्श एम-11/1 द्वारा प्रदर्श डब.32 दि.30.3.16 को भेजा गया था । यह सही है कि प्रदर्श डब.31 में ए से बी इबारत लिखी है वह सही है । यह सही है कि प्रदर्श डब.31 में प्रार्थी के दि.9.3.16 से अनुपस्थित बताया गया है उसके संबंध में कोई आरोप पत्र देकर स्पष्टीकरण नहीं मांगा गया है और जांच भी नहीं करवायी गयी । प्रदर्श डब.32 पर सी से डी पर अंकित है कि प्रार्थी का नाम मस्टर रोल से हटा दिया गया है । हमारे संस्थान में स्टैंडिंग ऑर्डर बने हुए हैं । यह सही है कि स्टैंडिंग ऑर्डर के तहत हमने कोई जांच प्रार्थी के विरुद्ध नहीं की गयी थी । यह सही है कि प्रदर्श डब.27 पत्र कंपनी को भेजा गया था । वर्ष 2011-12 से लेकर 2015-16 तक की अवधि में अनुपस्थिति के संबंध में कोई चार्जशीट प्रार्थी को दी गयी हो तो मुझे जानकारी नहीं है । यह सही है कि प्रार्थी को इस बाबत दी गयी चार्जशीट न तो न्यायालय में पेश की और ना न्यायालय के रिकार्ड पर है । मेरी जानकारी में नहीं है कि प्रार्थी ने संस्थान को समय समय पर मेडिकल अवकाश के लिए रोगी उपचार पर्ची दी हो बी ई एम एल डंपर की संख्या आज मुझे याद नहीं है बीईएमएल डंपर की लोडिंग कंपेसिटी साठ मेट्रिक टन है ।

विवादक संख्या-1:

13. इस विवादक को साबित करने का भार प्रार्थी पर रहा है। प्रदर्श डब.2 नियुक्ति पत्र के उक्त वर्णित मद नं. 3 के दृष्टिगत विद्वान अधिवक्ता अप्रार्थीगण के यह तर्क तो माने जाने योग्य है कि प्रार्थी का जॉब ट्रांसफरेबल था अर्थात् अप्रार्थीगण के संस्थान में प्रार्थी का स्थानांतरण एक स्थान से दूसरे स्थान पर करने की शर्त उक्त नियुक्ति पत्र में थी। उनके यह भी तर्क माने जाने योग्य है कि ट्रांसफर सेवा का इंसीडेंट है तथा यही विधि माननीय सर्वोच्च न्यायालय द्वारा न्यायिक दृष्टांत 2004 एल एल आर 1103 केंद्रीय विद्यालय संगठन बनाम दामोदर प्रसाद पांडे व अन्य में प्रतिपादित की गयी है। किंतु उनके यह तर्क माने जाने योग्य नहीं है कि प्रदर्श एम-7 ट्रांसफर आदेश दि.6.2.16 की जानकारी उसके टर्मिनेशन पत्र प्रदर्श डब.32 व प्रदर्श डब.5 की प्राप्ति से पूर्व प्रार्थी को थी क्योंकि उनके यह तर्क तो सही है कि प्रार्थी द्वारा अपनी जिरह की साक्ष्य में उक्त ट्रांसफर आदेश के जरिये उसके अलावा दो अन्य व्यक्ति अजयसिंह व रणवीरसिंह का ट्रांसफर होना व दिनेश टांक का नहीं होना व रणवीरसिंह ने रायपुर में ज्वाइन किया या नहीं किया यह उसको पता नहीं होना दर्ज करवाकर उक्त ट्रांसफर आदेश की जानकारी परोक्ष रूप से स्वीकार की गयी है किंतु उससे अप्रार्थीगण की ओर से आगे जिरह में यह स्पष्ट नहीं करवाया गया है कि उसे उक्त ट्रांसफर आदेशों की जानकारी उसके टर्मिनेशन आदेश प्रदर्श डब.5 व प्रदर्श डब.32 की प्राप्ति से पूर्व थी। प्रदर्श एम-7 ट्रांसफर आदेश प्रार्थी को व्यक्तिगत तौर पर अप्रार्थी संस्थान द्वारा संसूचित नहीं किया जाना स्वयं अप्रार्थीगण की ओर से अपने तर्कों में उनके अधिवक्ता द्वारा स्वीकार किया गया है और ऐसी संसूचना की कोई साक्ष्य पत्रावली पर है भी नहीं। प्रदर्श डब.31 पत्र दि.23.3.16 अप्रार्थीगण की ओर से प्रार्थी को जारी किया जाना बताया गया है जिसमें उसको अडतालीस धंटे में स्थानांतरित स्थान पर ज्वाइन करने का निर्देश दिया गया है किंतु यह पत्र किस प्रकार प्रार्थी को डिलीवर किया गया इसकी पत्रावली पर लेश मात्र भी साक्ष्य नहीं है। प्रदर्श एम-7 स्थानांतरण आदेश व प्रदर्श डब.31 सूचना पत्र दि.23.3.16 के प्रार्थी को संसूचित होने की साक्ष्य पत्रावली पर नहीं होने से प्रार्थी की ओर से दिया गया यह तर्क माने जाने योग्य है कि प्रार्थी के स्थानांतरण की कार्यवाही अप्रार्थी संस्थान तक ही सीमित रही। प्रदर्श डब.31 पत्र में प्रार्थी को दि. 9.2.16 से अनाधिकृत तौर से अनुपस्थित बताया गया है इसका तात्पर्य यही निकलता है कि दि.8.3.16 तक प्रार्थी द्वारा अप्रार्थी संस्थान में कार्य किया जाना स्वयं अप्रार्थी पक्ष मानता है यदि ऐसा था तो ट्रांसफर आदेश दि.6.2.16 प्रदर्श एम-7 के बाद भी दि.7.2.16 व 8.2.16 को प्रार्थी से अप्रार्थी संस्थान द्वारा रास माइंस में क्यों कार्य लिया गया यह तथ्य भी प्रार्थी की ओर जाता है। विद्वान अधिवक्ता अप्रार्थीगण के यह तर्क सही है कि प्रदर्श डब.24 व 25 प्रार्थना पत्र अप्रार्थी संस्थान की रास माइंस के मैनेजर को प्राप्त हो गये हो इसकी साक्ष्य पत्रावली पर नहीं है तथा उनके यह भी तर्क माने जाने योग्य है कि प्रदर्श डब.10 लगायत डब.12 रोग प्रमाण पत्रों पर प्रार्थी के हस्ताक्षर नहीं है तथा उनके यह भी तर्क माने जाने योग्य है कि प्रार्थी द्वारा अपने अभिवचनों में दि.9.3.16 की तथाकथित अनुपस्थिति के दौरान स्वयं का पथरी की गंभीर बीमारी से पीड़ित रहना बताया गया है तथा ऐसी ही साक्ष्य उसकी मुख्य परीक्षा के शपथ पत्र में भी है तथा उनके यह भी तर्क माने जाने योग्य है कि स्वयं प्रार्थी द्वारा अपनी जिरह की साक्ष्य में प्रदर्श डब.6,7 एवं प्रदर्श डब.10 लगायत 23 उसके रोग प्रमाण पत्र व चिकित्सा संबंधी दस्तावेज कंपनी को नहीं भेजा जाना तथा उसके आवेदन पत्र प्रदर्श डब.24 व 25 में

उनका कोई हवाला नहीं होना स्वीकार किया गया है तथा प्रदर्श डब.24 व 25 प्रार्थना पत्र स्वयं ही कंपनी पर जाकर देना भी अपनी जिरह की साक्ष्य में बताता है प्रदर्श डब.26 में भी खान सुरक्षा महानिदेशालय को शिकायत दि.12.5.16 को प्रार्थी द्वारा नहीं की जाकर अजयसिंह सिसोदिया द्वारा प्रकट होता है जिस आधार पर अप्रार्थी संस्थान के विरुद्ध जांच की रिपोर्ट प्रदर्श डब.27 दि.10.6.16 की है । जिसका जवाब अप्रार्थी संस्थान की ओर से प्रदर्श एम-11 के जरिये दे दिया गया है । प्रार्थी के बीमारी उसके कार्य की वजह से हुई हो या कोई अन्य कर्मचारी के ऐसी बीमारी हुई हो इसकी भी पत्रावली पर कोई साक्ष्य नहीं है । किंतु बिना ट्रांसफर आदेश प्रदर्श एम-7 की संसूचना एवं प्रदर्श डब. 31 पत्र की प्रार्थी को प्राप्ति के सीधे अप्रार्थीगण के संस्थान द्वारा प्रदर्श डब.32 व डब.5 के जरिये प्रार्थी को अपने आदेश दि.29.3.16 से टर्मिनेट कर दिया जाना भी वैधानिक दृष्टिकोण से सही नहीं ठहराया जा सकता है क्योंकि अप्रार्थीगण के संस्थान को अपने ट्रांसफर आदेश से प्रार्थी को सूचित करना चाहिए था तथा प्रदर्श डब.31 पत्र प्रार्थी को परिदान करना चाहिए था । अप्रार्थीगण की ओर से प्रस्तुत न्यायिक दृष्टांत 2007 एल एल आर 390 श्याम सुंदर अग्रवाल बनाम मै0 ग्लोब डिटैक्टिव एजेंसी प्रा0 लि0 व अन्य के मामले में स्वयं कर्मकार द्वारा ट्रांसफर आदेश को निरस्त किये जाने बाबत् प्रबंधन को पत्र लिखे गये थे जो परिस्थिति हस्तगत प्रकरण में नहीं है । न्यायिक दृष्टांत 2001 एलएल आर 548 स्टेट बैंक ऑफ इंडिया बनाम अंजायन सान्याल में भी ट्रांसफर की जानकारी कर्मचारी को होना उसने अपने पत्र में स्वीकार किया था जो भी परिस्थिति हस्तगत प्रकरण में नहीं है । न्यायिक दृष्टांत 2015 एल एल आर 169 कांपीटेंट सिव्युरिटी सर्विसेज बनाम गवर्नमेंट ऑफ एन सी टी ऑफ देहली व अन्य में प्रबंधन की ओर से पत्र जारी किया जाकर ट्रांसफर आदेश की पालना नहीं किये जाने बाबत् कर्मचारी से स्पष्टीकरण चाहा गया था एवं कर्मचारी ने उसका जवाब दिया था जो परिस्थिति भी हस्तगत प्रकरण में नहीं है बल्कि हस्तगत प्रकरण में प्रार्थी द्वारा अपने अभिवचनों व साक्ष्य में स्पष्ट तौर पर ट्रांसफर कार्यवाही अप्रार्थी संस्थान द्वारा अपने तक सीमित रखना दर्ज करवाया है जिस कारण उक्त न्यायिक दृष्टांत अप्रार्थीगण की तथ्यों की भिन्नता के कारण कोई सहायता नहीं करते हैं । न्यायिक दृष्टांत 2001 (2) सुप्रीम कोर्ट केसेज 289 एडीसन्स पेंट्स एंड केमिकल्स लि0 बनाम वर्कमैन रिप्रजेंटेटेड बाइ दी सैक्रेट्री (ए पी एंड सी) असिस्टेंट्स एसोसिएशन व अन्य में कर्मचारी द्वारा स्थानांतरित स्थान पर जाने से इंकारी की गयी थी ऐसी इंकारी की हस्तगत प्रकरण में कोई साक्ष्य नहीं है । न्यायिक दृष्टांत 2018 एल एल आर 752 करुणाकरण बनाम भारती इलेक्ट्रोनिक्स लि. रिप्र.बाई इट्स चेयरमैन कम मैनेजिंग डायरेक्टर व अन्य में उन्नीस व्यक्तियों का स्थानांतरण प्रशासनिक दृष्टि से किया गया था जैसा भी तथ्य हस्तगत प्रकरण में नहीं है । न्यायिक दृष्टांत 2018 एल एल आर 727 एच पी स्टेट कॉप.मार्केटिंग एंड कंजूमर्स फेडरेशन लि0 बनाम नैनसुख में घरेलू जांच की गयी थी जो परिस्थिति हस्तगत प्रकरण में नहीं है । हस्तगत प्रकरण में यद्यपि उक्त प्रकार साक्ष्य स्वयं प्रार्थी की जिरह में उसके द्वारा छुट्टी के आवेदन पत्र व बीमारी से संबंधित दस्तावेजों के संबंध में होने से यह नहीं माना जा सकता है कि प्रार्थी द्वारा अप्रार्थीगण के रास माइंस के स्थान में छुट्टी बाबत् आवेदन कर दिया गया था एवं बीमारी से संबंधित दस्तावेज दे दिये गये थे व अवकाश स्वीकृत करवा लिया गया था किंतु ऐसी परिस्थिति में भी अप्रार्थीगण के संस्थान को प्रार्थी को पत्र प्रेषित करके कार्य पर उपस्थित होने बाबत् चेतावनी देते हुए स्पष्टीकरण चाहा जाना था एवं उसकी अनाधिकृत अनुपस्थिति के बारे में घरेलू जांच की जानी थी जो

स्वीकृत तौर पर ऐसा अप्रार्थीगण द्वारा नहीं किया गया है। ऐसे में अप्रार्थीगण की ओर से दिये गये न तो यह तर्क माने जाने योग्य है कि प्रार्थी स्वयं द्वारा सेवा का अभित्यजन कर दिया गया था न ही यह तर्क माने जाने योग्य है कि प्रकरण में धारा 25 एफ आई डी एक्ट 1947 लागू नहीं होते हैं। पूर्व में विवेचित परिस्थितियों में अप्रार्थीगण की ओर से दिया गया यह भी तर्क माने जाने योग्य नहीं है कि प्रार्थी द्वारा स्थानांतरण आदेश की पालना नहीं की जाकर लगातार अनुपस्थित रह कर सेवा का अभित्यजन कर दिया गया था। उक्त परिस्थितियों में न्यायिक दृष्टांत 2018 एल एल आर 933 विलास गनपति पाटिल बनाम सुयोग बैकवेल वसंतदादा औद्योगिक वसाहत, सांगली व अन्य भी तथ्यों की भिन्नता के कारण अप्रार्थीगण की कोई मदद नहीं करता है। प्रार्थी के विद्वान अधिवक्ता द्वारा अपने तर्कों में बताया गया अप्रार्थीगण के अभिवचनों एवं प्रदर्श एम-1 लगायत एम-5 में दर्ज प्रार्थी की अनुपस्थितियों की संख्या का विरोधाभास भी अप्रार्थीगण के मामले के विपरीत जाता है तथा प्रार्थी को सेवामुक्ति से पूर्व वर्ष में 240 कार्य के दिन पूर्ण माने जाने योग्य है। प्रार्थी की सेवामुक्ति से पूर्व अप्रार्थीगण की ओर से धारा 25 एफ औद्योगिक विवाद अधिनियम 1947 की पालना स्वीकृत तौर पर नहीं की गयी है। उक्त समस्त परिस्थितियों में अप्रार्थी संस्थान की ओर से प्रार्थी की सेवा समाप्ति बाबत पारित आदेश दि.29.3.16 अनुचित एवं अवैध है इसमें कोई संदेह नहीं है। परिणामस्वरूप उक्त विवाद्यक सं.1 प्रार्थी के पक्ष में विनिश्चित किया जाता है।

विवाद्यक सं. 3 व 4:—

14. विवाद्यक 3 को साबित करने का भार प्रार्थी पर रहा है तथा ये विवाद्यक अनुतोष के तथ्यों को संधारित करता है तथा विवाद्यक सं.4 अनुतोष के बारे में है अतः उक्त दोनों विवाद्यकों को एकसाथ विनिश्चित किया जाना न्यायसंगत है। विद्वान अधिवक्ता अप्रार्थीगण के यह तर्क सही है कि प्रार्थी की ओर से अपने अभिवचनों व साक्ष्य में अपने टर्मिनेशन के पश्चात् गेनफुल एंप्लॉयमेंट में नहीं रहने बाबत लेश मात्र भी कथन नहीं किया गया है। जबकि ऐसा करने का प्राथमिक उत्तरदायित्व स्वयं प्रार्थी पर ही था। जिस पश्चात् ही उस उक्त तथ्य का खंडन अप्रार्थीगण द्वारा किया जाना था। यही विधि माननीय एम पी उच्च न्यायालय द्वारा न्यायिक दृष्टांत 2016 एल एल आर 1244 इंजीरियर इन चीफ वाटर रिसोर्सेज डिपार्टमेंट भोपाल बनाम मानहरण में प्रतिपादित की गयी है। न्यायिक दृष्टांत 2005 एल एल आर 275 केंद्रीय विद्यालय संगठन व अन्य में माननीय सर्वोच्च न्यायालय द्वारा उक्त अनुसार ही विधि प्रतिपादित करते हुए बैंक वेजेज के लिए कर्मकार का यह प्रकट करना आवश्यक होना अभिनिर्धारित किया गया है कि वह गेनफुल एंप्लॉयमेंट में नहीं था। न्यायिक दृष्टांत 2018 (2) सुप्रीम कोर्ट केसेज (एल एंड एस) 395 पी करुपैया मृतक श्रू लीगल में भी माननीय सर्वोच्च न्यायालय द्वारा यही विधि प्रतिपादित की गयी है। उक्त समस्त परिस्थितियों में प्रार्थी को पूर्व वेतन भत्तों व परिलाभ का अधिकारी होना कतई भी नहीं माना जा सकता है किंतु विवाद्यक सं.1 प्रार्थी के पक्ष में विनिश्चित किये जाने से उसे पूर्वस्त सेवा में निरंतरता सहित बहाली पाने का अधिकारी होना माने जाने योग्य है। यद्यपि विद्वान अधिवक्ता अप्रार्थीगण के द्वारा इस संबंध में दिये गये यह तर्क माने जाने योग्य है कि प्रार्थी द्वारा स्टेटमेंट ऑफ क्लेम में अपने अनुतोष को स्पष्ट नहीं किया गया है किंतु प्रार्थी किस प्रकार के अनुतोष का पात्र है इस पर विचार करने का दायित्व न्यायालय का है तथा इस संबंध में न्यायालय द्वारा पकरण के तथ्यों व परिस्थितियों में उक्त प्रकार विवाद्यक सं.3 भी विरचित किया गया है जिस पर

अप्रार्थीगण की ओर से कभी कोई आपत्ति प्रकरण के लंबनकाल में नहीं की गयी है। फलस्वरूप विवादक सं.3 व 4 निरंतरता सहित पूर्वतः अप्रार्थीगण की सेवा में बहाली के प्रार्थी के अधिकारी होने की हद तक आंशिक तौर पर प्रार्थी के पक्ष में विनिश्चित किये जाते हैं तथा प्रार्थी का स्टेटमेंट ऑफ क्लेम विरुद्ध अप्रार्थीगण उक्त प्रकार आंशिक रूप से स्वीकार किये जाने योग्य पाया जाता है।

आदेश

15. अतः प्रार्थी का स्टेटमेंट ऑफ क्लेम विरुद्ध अप्रार्थीगण आंशिक रूप से स्वीकार किया जाकर अप्रार्थी पक्ष द्वारा प्रार्थी की सेवामुक्ति बाबत पारित आदेश दि.29.3.16 अनुचित एवं अवैध करार दिये जाते हुए अप्रार्थी पक्ष को आदेश दिया जाता है कि वे प्रार्थी को निरंतरता सहित पूर्वतः अपनी सेवा में अविलंब बहाल करें। किंतु प्रार्थी को पूर्व वेतन भत्तों व परिलाभ का अधिकारी नहीं होना अभिनिर्धारित किया जाता है। खर्चा पक्षकारान् अपना अपना वहन करेंगे।
16. अवार्ड लिखाया जाकर आज दिनांक 16.01.2019 को खुले न्यायालय में हस्ताक्षर कर सुनाया गया। अवार्ड की प्रति नियमानुसार केंद्र सरकार को वास्ते गजट में प्रकाशन प्रेषित की जावे।

एस. एन. टेलर, न्यायाधीश

नई दिल्ली, 26 फरवरी, 2019

का.आ. 350.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स दिल्ली इंटरनेशनल एयरपोर्ट प्राइवेट लिमिटेड एवं अन्य के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, दिल्ली के पंचाट (संदर्भ संख्या 52/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 21.02.2019 को प्राप्त हुआ था।

[सं. एल-11011/5/2016-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 26th February, 2019

S.O. 350.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 52/2016) of the Central Government Industrial Tribunal/Labour Court-2, Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Delhi International Airport Pvt. Ltd. (DIAL) and other and their workman, which was received by the Central Government on 21.02.2019.

[No. L-11011/5/2016-IR(M)]

D.K. HIMANSHU, Under Secy.

ANNEXURE

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

Present: Smt. Parnita Mohanty

ID. NO. 52/2016

Shri Darbara Singh, S/o Shri Maninder Singh,
C/o General Secretary, Delhi Prant Pichara Warg,
Mazdoor Union (Regd. -3587), A-147, Opp-A-254,
Indra Kalyan Vihar, Okhla Industrial Area,
Phsse-1, New Delhi-110020.

... Workman

Versus

1. The CEO,
Delhi International Airport Pvt. Ltd. (DIAL),
New Udaan Bhawan, IGI Airport,
Terminal-3, New Delhi-110037.

2. The Managing Director,
M/s. Lite Bite Food Pvt., Ltd., 317
Udyog Vihar, Phase –IV,
Gurugaon, (Haryana)-122016.

... Managements

AWARD

In the present case, a reference was received from the appropriate Government vide letter No.L-11011/5/2016-IR(M) dated 12.04.2016 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

“Whether demand of the union for reinstatement of the services of the workman i.e. Shri Darbara Singh S/o Shri Maninder Singh alongwith back wages and other consequential benefits is legal and /or justified, if so, to what relief he is entitled to and what direction are necessary in this respect?”

2. In the reference order, the appropriate Government commanded the parties 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, Claimant union opted not to file the claim statement with the Tribunal.

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

4. Since the workman has neither put in his appearance nor has he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Date: 09.01.2019

Smt. PARNITA MOHANTY, Presiding Officer

नई दिल्ली, 26 फरवरी, 2019

का.आ. 351.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स भारत पेट्रोलीयम कार्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय, पटना के पंचाट (संदर्भ संख्या 05(सी)/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 20.02.2019 को प्राप्त हुआ था।

[सं. एल-30011/19/2015-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 26th February, 2019

S.O. 351.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 05(C)/2015) of the Industrial Tribunal/Labour Court, Patna now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Bharat Petroleum Corporation Limited and their workman, which was received by the Central Government on 20.02.2019.

[No. L-30011/19/2015-IR(M)]

D.K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PATNA

Reference Case No.:- 05 (C) of 2015

Between the management of (1) M/S Rakesh Kumar Sharma, Bailey Road, Patna, (Bihar -800014) (2) The Territory Manager (LPG) , Bharat Petroleum Corporation Ltd., Fatuha Industrial Area, Mauza-Raipur, PO- Fatuha, Patna (Bihar)-803201 and their workmen represented through the Secretary, Bharat Petroleum Corporation Ltd. Employees Union,

C/o- Bharat Petroleum Corporation Ltd. Eastern Regional Office, Plot No. 31, C.I.T Scheme Prince Gulam Md. Shah Road, golf Green, Bharat Bhavan, Kolkata-700096.

For the management No.(1) :- Sri Rakesh Kumar Sharma, himself present.

For the management No.)2) :- Sri Vijay Kumar Pandey, Advocate.

For the Workmen:- Sri Dipak Bhattacharyya, General Secretary.

Present: Vishweshwar Nath Mishra, Presiding Officer,
Industrial Tribunal, Patna.

AWARD

Patna, dated: 30th January, 2019

By the adjudication order No.-L-30011/19/2015-IR (M) dated- 19.06.2015 the Govt. of India, Ministry of Labour, New Delhi has referred under clause (d) of sub-section-(1) and sub-section-(2A) of section-10 of the Industrial Dispute Act, 1947, (hereinafter to be referred to as "the Act"), the following dispute between the management of (1) M/S. Rakesh Kumar Sharma, Bailey Road, Patna, (Bihar -800014 (2) The Territory Manager (LPG) , Bharat Petroleum Corporation Ltd., Fatuha Industrial Area, Mauza-Raipur, PO- Fatuha, Patna (Bihar)- 803201 and their workmen represented through the Secretary, Bharat Petroleum Corporation Ltd. Employees Union, C/O- Bharat Petroleum Corporation Ltd. Eastern Regional Office, Plot No. 31, C.I.T Scheme Prince Gulam Md. Shah Road, golf Green, Bharat Bhavan, Kolkata-700096.for adjudication to this tribunal:-

SCHEDULE

"Whether the action of the employer M/S. Rakesh Kumar Sharma a contractor of BPCL LPG Plant, Fatuha in terminating the services of contract workmen w.e.f 15.10.2013 is legal and justified? What relief the workmen are entitled to?"

2. The workers of Bharat Petroleum corporation Ltd have filed their statement of claim through the secretary of their union seeking the following reliefs:-

- (a) That the termination of the contract labours was illegal and in gross violation of section 25F of the Industrial Disputes Act, 1947.
- (b) That the contract workmen should be restored in their job at the LPG Plant with continuity of services and all consequential benefits like salary and benefits of Provident fund and ESI.
- (c) That the contract signed between BPCL and the Contractor be declared sham and bogus.
- (d) That the contract labour who are continuously working for more than four to five years in perennial nature of job be absorbed in the permanent rolls of the company BPCL.

The Bharat Petroleum Corporation Limited is a Government of India undertaking and is, inter alia, engaged in the business of refining, exploration and marketing of petroleum products and earns huge profit thereby. The said company has been operating a LPG bottling Plant at Fatuha, Patna for supply filled LPG cylinders to entire Bihar Market. The company has engaged contract labour in various perennial nature of jobs at Fatuha LPG Plant like those of Process Operator, Operator Field, Technician Plant, Technician Electrical, Tallyman etc., which are incidentally also the designation of the permanent workmen working at the LPG Plant. The contract of supplying contract labour was awarded to the contractor M/S Rakesh Kumar Sharma, who in turn engaged huge number of contract labour for all kinds of jobs in the plant which are incidental to bottling of LPG in the plant and all the jobs are peripheral jobs related to operations of LPG Plant. The contract labours were not provided with any appointment letter by the contractor including terms and condition of service. On 15.10.2015, without any prior notice required under section 25F of the Industrial Disputes Act, 1947 the contractor on being directed by the management, terminated the services of nine (9) contract labours who were working at the LPG Plant for more than four years continuously without paying any retrenchment compensation, last month's salary and without settling their Provident Fund or providing them with ESI Benefits. The Union took up the matter with the regional LPG Manager, East but he did not do anything in this regard. On the basis of a dispute being raised regarding the issues of alleged unfair labour practice and illegal termination of contract labours at Patna LPG Plant was under taken by the Assistant Labour Commissioner (Central), Patna. The said conciliation was ended in failure. That during pendency of the conciliation the management of BPCL terminated three (3) more contract labour without due process of law and without paying any retrenchment compensation, salary and settlement of Provident Fund dues including ESI. That said failure of conciliation report was referred to under Secretary Ministry of Labour for reference to failure of conciliation report no.- 1/31/2014/ALC-1 dated- 24.03.2015 from the ALC, Patna on the illegal termination of service 12 workmen working at the LPG Plant. The opposite party company in connivance with the contractor has terminated the workmen without any notice and reasons as stated above and stopped the workman from entering the plant. The workmen and their union on behalf of the workman, time and again requested the opposite party company to withdrew the illegal termination and allow them to join duty but the company BPCL and its management turned a blind eye.

In this case notices were issued to the concerned contractor M/S Rakesh Sharma and Territory Manager (LPG), Bharat Petroleum Corporation Ltd. and in pursuance of the same though they appeared but did not file any written statement.

3. In course of the proceedings of this case an application was filed by the one Dipak Kumar Bhattacharyya, the General Secretary of Bharat Petroleum corporation Ltd Employees union, praying therein to withdraw the dispute pending before this tribunal. It has been stated that in the intervening period the Territory Manager LPG, Fatuha, Patna has initiated certain remedial action to the satisfaction of the terminated workmen. It has been further stated that the workers are satisfied by the action taken by the Territory Manager and they donot want to persue their case any futher. They have prayed that the present dispute be treated as resolved and closed without any further reference.

4. In the case one of the workman Manoj Kumar Singh appeared alongwith other terminated workers to depose in this case. This worker in his deposition has stated that now they are employed in the company under another contractor and they are getting their salary regularly and have no dispute with the management. As the matter has been compromised with the management and after compromise they have been re-engaged by the management, therefore no dispute exists between the parties at present. This witness has also proved his signature as well as the signature of other employees on the compromise / withdrawal petition filed in this case. The aforesaid petition has been marked as Ext.-M in this case.

5. Heard the representative of the both the parties and perused the material available on the record, I am of the view that in view of the withdrawal petition filed by the workmen, and inview of deposition of one of the workman Sri Manoj Kumar Singh now there does not exist any dispute between the parties and accordingly “ No Dispute Award ” is hereby being passed in this case. This award is effected after date of publication in gazette.

And accordingly this is my award.

Dictated & Corrected by me.

VISHWESHWAR NATH MISHRA, Presiding Officer

नई दिल्ली, 26 फरवरी, 2019

का.आ. 352.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स भारतीय जीवन बीमा निगम के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 91/2010) को प्रकाशित करती है जो केन्द्रीय सरकार को 20.02.2019 को प्राप्त हुआ था।

[सं. एल-17011/3/2007-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 26th February, 2019

S.O. 352.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 91/2010) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Life Insurance Corporation of India and their workman, which was received by the Central Government on 20.02.2019.

[No. L-17011/3/2007-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 05th February, 2019

Reference: (CGITA) No. 91/2010

1. The Sr. Divisional Manager,
LIC of India, Bhavnagar Division,
Jeevan Prakash, Neelambaug Circle,
Bhavnagar (Gujarat) – 364002
2. The Branch Manager,
LIC of India, Opposite Melo's Compound,
Surendranagar (Gujarat)

...First Parties

V/s

The General Secretary,

Gujarat Rajya Ardhsarkari Audhyogik Karmachari Sangh,
4, Alap Flats, Dhamubhai Colony,
Opp. Anjali Cinema,
Jawaharnagar, Vasna Road,
Ahmedabad (Gujarat) - 380007

...Second Party

For the First Parties : Shri K.V. Gadhia
For the Second Party : Shri R.C. Pathak

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-17011/3/2007-IR(M) dated 21.05.2008 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 Gujarat Rajya Ardhsahari Audhyogik Karmachari Sangh for reinstatement of the service of Shri Dineshbhai K. Sareriya by the management of LIC of India with retrospective effect along with all consequential benefits etc. is justified? If so, to what relief the concerned workman is entitled?”

1. The reference dates back to 21.05.2008 and received on 29.05.2008 from Ministry of Labour and Employment, New Delhi for adjudication and passing the award.
2. After issuing notice to both the parties, the second party submitted the statement of claim Ex. 4 on 24.07.2008 and the first party submitted the written statement Ex. 7 on 09.04.2009.
3. The second party workman moved an application Ex. 8 for issuing mandamus to the first party to submit the documents detailed in the application which was disposed of as rejected on 03.08.2017 and the case was fixed for evidence on 05.10.2017. Since then the second party workman was given more than half a dozen of opportunities to lead evidence but he did not prefer to lead evidence. On the contrary, his advocates' Shri R.S. Pathak and Shri Chinten Gohel submitted a purses Ex. 13 informing that the workman has not been in his contract since then.
4. Thus it appears that the second party workman is not willing to prosecute the case.
5. Therefore, the reference is disposed of in the absence of the evidence of the second party workman with the observation as under: “the demand of the Gujarat Rajya Ardhsahari Audhyogik Karmachari Sangh for reinstatement of the service of Shri Dineshbhai K. Sareriya by the management of LIC of India with retrospective effect along with all consequential benefits etc. is not justified.”

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 26 फरवरी, 2019

का.आ. 353.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स भारतीय जीवन बीमा निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलूर के पंचाट (संदर्भ संख्या 11/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 20.02.2019 को प्राप्त हुआ था।

[सं. जेड-16025/4/2019-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 26th February, 2019

S.O. 353.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 11/2012) of the Central Government Industrial Tribunal/Labour Court, Bangalore 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 20.02.2019.

[No. Z-16025/4/2019-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIUBNAL-CUM-LABOUR COURT,
BANGALORE

DATED : 11th FEB 2019

PRESENT : Justice Smt. Rathnakala, Presiding Officer

LD No. 11/2012

I Party

Sh. D K Sathisha,
 S/o. Kariyaiah,
 R/o Dugganahally Village & Post,
 Kirugavali Hobli,
 Malavalli Taluk,
 Mandya District,

Advocate for I Party : Advocate for II Party:
 Mr. J. Ramaiah Mr. B.V. Krishna

II Party

The Senior Divisional Manager,
 LIC of India,
 Divisional Office,
 Jeevan Prakash,
 Bannimantap,
 Mysore - 570015

AWARD

1. The I Party has brought this dispute under section 2A(2) of the Industrial Dispute (Amendment) Act 2010, contending that :—

‘he was a daily wage worker under the II Party since 10.07.1998. When Class IV employee post of the II Party fell vacant he applied for the said post. His application was rejected on the ground that he has not fulfilled the eligibility criteria. He belongs to schedule caste and was entitled for selection under reservation quota. There are number of existing vacancies of class IV employees in the corporation at various branches of the II Party’. Further, he seeks for a relief of direction to the II Party to reinstate him as class IV employee under any of the branch of the II Party.’

2. The claim was contested by the II Party disputing the very identity of the I Party as their daily wager. It is the case of the II Party that

‘the I Party was engaged by M/s Diesel Engineers, Bangalore as generator service provider to operate and maintain the generator i.e, to switch-on and switch-off the generator whenever the power goes off or fluctuates at their Mandya Office. A contract was entered into between the II Party and M/s Diesel Engineers in this regard. Consequent upon the agreement, contractor seems to have engaged the I Party for maintenance and operation of the generator. They had no control over the work done either by the contractor or by the I Party’.

3. It is the further case of the II Party that, the Hon’ble Supreme Court in its judgment in the Civil Appeal No. 953968 (Sri. D V Anil Kumar & Others vs LIC of India) among other things had directed that those daily wage workers working in LIC for five years or more continuously and those who are on roll on 18.01.2011 are to be regularized subject to fulfilling the examination to be conducted by LIC of India. Accordingly, they invited application from the eligible daily wagers who were working in their offices. I Party workman had not fulfilled the eligibility condition. Primarily he was not a daily wager under them. He seems to have been engaged by the contractor M/s Diesel Engineers with whom they entered into the contract on 04.03.2005. The generator is placed outside the office building but within the compound wall of the II Party at their Mandya branch premises. His application could not be entertained as per guidelines of the Supreme Court. The applications by those who had fulfilled the eligibility criteria as stipulated in the judgment of Supreme Court were entertained. Since he was not engaged by the II Party there is no question of his removal by them.

4. After completion of pleading both parties lead there evidences. I Party workman examined himself as AW-1 and marked documents Ex A-1 to Ex A-13. The II Party examined their officer as RW-1 and marked documents Ex R-1 and Ex R-2, both have placed on record their arguments in writing.

5. Perused the record, the I Party workman during his cross-examination had admitted that he left working in LIC from 11.12.2011. Among other things he has produced Ex A-9 notarized copy of the budget control register maintained by the II Party under the Head of Account of Diesel charges, name of one sathisha finds place in this account. The period of payment made under the said account commences from 03.04.2006 to 31.01.2011. That apart notarized copy of 3 payment vouchers dated 01.09.2008, 02.09.2011 and 01.12.2011 are marked by him as Ex A-11. Sathisha is the

recipient of payment under these vouchers. It is clear from these vouchers that the payment was made by the II Party and if received by the I Party was toward miscellaneous expenses, cost of diesel for generating the electricity. The I Party workman has also placed his reliance of the press material of 04.05.2012 pertaining to the theft of cash box in the II Party, name of one sathisha finds place in this material as an employee of the II Party. The I Party workman could not bring the abridging evidence that he was the employee under the II Party as on 04.02.2012.

6. The II Party has produced the 5 periodic agreements of contract entered with M/s Diesel Engineers commencing from the year 2008-09 ending by 2013-14 they are marked as Ex R-3 to Ex R-7.

7. On a careful consideration of the oral and documentary evidence brings out that I Party has not made any case to show that he was employed as a daily wager and was refused employment by the II Party. The tone of the case is “being a daily wager under the II Party he was entitled for appointment to the post of peon as per the guidelines of the Supreme Court”. Unfortunately, he has not brought any worth relying evidence to show that he was entitled to the above noted post having worked for 5 years or more as on 18.01.2011. It is also worth noticing that, while RW-1 was in the witness box his affidavit evidence was not specifically contradicted, only suggestion put to him was, he has filed false affidavit to favour the management. Another interesting thing is, in the claim statement the relief sought by him is, to reinstate him as a Class IV employee but not as a daily wager. It is not his case that he was illegally terminated/ retrenched /refused employment by the II Party. The redressal under section 2A(1) of the Industrial dispute Act is available for the workman falling under the circumstances contemplated under section 2A(1) of the Industrial dispute Act. Accordingly, the individual workman who has been either *discharged/ dismissed/retrenched or otherwise terminated* from the service, is an industrial dispute. But no such case is made out by him. The claim before this Tribunal for appointment to the post of class IV employee is misconceived. This Tribunal has no jurisdiction to entertain his grievance.

AWARD

The claim petition is dismissed.

(Dictated, transcribed, corrected and signed by me on 11th February, 2019)

Justice Smt. RATHNAKALA, Presiding Officer

नई दिल्ली, 26 फरवरी, 2019

का.आ. 354.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स बीकानेर सिरेमिक्स प्रा. लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 29/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 20.02.2019 को प्राप्त हुआ था।

[सं. एल-29012/74/2004-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 26th February, 2019

S.O. 354.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 29/2005) of the Central Government Industrial Tribunal/Labour Court, Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Bikaner Siramics Pvt. Ltd. and their workmen, which was received by the Central Government on 20.02.2019.

[No. L-29012/74/2004-IR(M)]

D.K. HIMANSHU Under Secy.

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर सी.जी.आई.टी. प्रकरण सं. 29/2005

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी

Reference No. L-29012/74/2004-IR (M) दिनांक : 02.02.2005

श्री दिनेश कुमार पालीवाल पुत्र श्री राम चन्द्र पालीवाल निवासी वार्ड संख्या नं. 1,
श्रीकोलायत जी, जिला बीकानेर।

...प्रार्थी / श्रमिक

बनाम

1. मैसर्स बीकानेर सिरेमिक्स प्रा. लि. खान मालिक शशी मोहन मुन्दडा औद्योगिक क्षेत्र, रानी बाजार, बीकानेर।
2. मैनेजर, मैसर्स बीकानेर सिरेमिक्स प्रा. लि. मरुधरा माईन्स, इन्दों का बाला,
श्रीकोलायत जी, जिला बीकानेर।

...अप्रार्थी / नियोजकगण

पंचाट

दिनांक : 31.01.2019

1. भारत सरकार के श्रम एवं नियोजन मंत्रालय द्वारा दिनांक 02.02.2005 को औद्योगिक विवाद अधिनियम 1947 की धारा 10 (1) व (2ए) के अन्तर्गत प्रदत्त शक्तियों के अनुसरण में निम्नांकित औद्योगिक विवाद अधिनिर्णयन हेतु इस अधिकरण को प्रेषित किया :-

“Whether the claimant Sh. Dinesh Kumar Paliwal was in the employment of the Management of M/s. Bikaner Ceramics Pvt. Ltd. rep. by Sh. Shahi Mohan Mundra, mine owner from 7.8.94 to 25.5.2002. If yes, whether his termination from service from 25.5.2002 is justified or not? If not to what relief Sh. Dinesh Kumar Paliwal is entitled and from what date?”

2. इस संदर्भ में पारित निर्देश के अनुसरण में प्रार्थी ने दिनांक 13.04.2005 को अपने दावे का अभिकथन इस अधिकरण के समक्ष प्रस्तुत किया। अभिकथन में कहा गया कि प्रार्थी को 25.02.1985 को अप्रार्थी ने ऑफिस क्लर्क के पद पर मौखिक रूप से नियुक्त किया तथा 25.05.2002 को मौखिक आदेश द्वारा प्रार्थी की सेवा समाप्त कर दी। इस सेवावधि में कोई व्यवधान नहीं आया। प्रार्थी एक कैलेंडर वर्ष में 240 दिन से अधिक सेवा करने के आधार पर कर्मकार है। प्रार्थी की सेवामुक्ति अवैध छूटनी के रूप में की गई है इस प्रकार अधिनियम की धारा 25 (एफ) (जी) (एच) व (एन) तथा नियम 77 व 78 की पालना न किये जाने से प्रार्थी पुनः निरंतरता सहित बहाल किये जाने व पूर्ण वेतन भत्तों का भुगतान प्राप्त करने का अधिकारी है।
3. अप्रार्थीगण ने वादोत्तर में दावे के अभिकथन में वर्णित तथ्यों को अस्वीकार करते हुए कहा है कि प्रार्थी स्वयं 30.06.1990 से त्यागपत्र देकर सेवा से मुक्त हो गया था। उसने स्वेच्छा से कार्यस्थल पर आना बंद कर दिया। फिर 01.02.1991 से 31.07.1991 तक कार्य किया प्रार्थी ने अप्रार्थी के विरुद्ध मिथ्या अपराधिक प्रकरण भी दर्ज करवाया था प्रार्थी व अप्रार्थी के मध्य कर्मकार व नियोजक के संबंध नहीं है अतः दावा अस्वीकार किया जाये। उभयपक्ष ने अपने अपने साक्ष्य में शपथपत्र व प्रलेख प्रस्तुत किये।
4. दिनांक 31.01.19 को उभयपक्ष ने संयुक्त रूप से एक राजीनामा इस अधिकरण के समक्ष प्रस्तुत किया जिसमें यह तय हुआ कि प्रार्थी दो लाख रुपये अप्रार्थी से प्राप्त कर विवाद का समापन करने को तत्पर हैं इस स्थिति में अप्रार्थी गण ने प्रार्थी को वांछित राशि दो लाख रुपये को भुगतान एक लाख रुपये पूर्व में देकर तथा एक लाख रुपये का डिमांड ड्राफ्ट 31.01.2019 को देकर किया। प्रार्थी ने धनराशि प्राप्ति की अभिस्वीकृति करते हुए अप्रार्थीगण व उसके मध्य कोई विवाद शेष न रहने की पुष्टि की।
5. उपर्युक्त परिदृश्य में यह स्पष्ट है कि उभयपक्ष के मध्य राजीनामा हो जाने के उपरान्त कोई विवाद शेष नहीं रहा है।
6. अतः यह पंचाट केन्द्रीय सरकार द्वारा संदर्भित विवाद के उपरान्त “कोई विवाद शेष नहीं” के रूप में एतद्वारा पारित किया जाता है। पंचाट की प्रतिलिपि औद्योगिक विवाद अधिनियम, 1947 की धारा 17 (1) के अनुसरण में प्रकाशनार्थ प्रेषित की जावे।

पंचाट आज दिनांक 31 जनवरी 2019 को लिखा व हस्ताक्षरित किया गया।

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी

नई दिल्ली, 26 फरवरी, 2019

का.आ. 355.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स कर्मचारी राज्य बीमा निगम (ईएसआईसी) के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, चंडीगढ़ के पंचाट (संदर्भ संख्या 199/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 20.02.2019 को प्राप्त हुआ था।

[सं. एल-15012/4/2010-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 26th February, 2019

S.O. 355.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 199/2011) of the Central Government Industrial Tribunal/Labour Court-2, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Employees State Insurance Corporation (ESIC) and their workmen, which was received by the Central Government on 20.02.2019.

[No. L-15012/4/2011-IR(M)]

D.K. HIMANSHU, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sh. A.K. Singh, Presiding Officer

ID No. 199/2011

Registered on: 05.07.2011

Sh. Kamaljeet, S/o Sh. Surender Kumar, Village & Post Office Taksal,
Tehsil Kasauli, District Solan, Himachal Pardesh.

... Workman

Versus

The Regional Director, Employees State Insurance Corporation (ESIC),
Hospital Complex, Parwanoo, District Solan, Himachal Pardesh.

... Management

AWARD

Passed on: 12.02.2019

Central Government vide Notification No. L-15012/4/2010-IR(M) Dated 30.05.2011, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action taken by the Regional Director, Employees State Insurance Co. Parwanoo in terminating the service of workman Shri Kamaljeet S/o Shri Surender Kumar Ex. Office Assistant w.e.f. 12.10.2009 is just, fair and legal? What relief the workman is entitled to and from which date?”

1. The facts, in brief, are that Sh. Kamaljeet, workman appeared and filed claim statement and submitted that the respondent-management is a Public Sector Enterprise and is under the field of Employees State Insurance Corporation, 1948. The workman joined the respondent-management as Office Assistant at the rate of Rs.4,200/- per month w.e.f. 02.10.2005 and worked continuously without any interruption or break till 12.10.2009 when he was thrown out of the services with verbal order of termination of his services. It is also averred that he was appointed by the respondent-management directly without issuance of any appointment letter in writing as a regular employee of the respondent-management and his attendance was marked accordingly. It is also alleged that management for the first time explained that work was outsourced through M/s Sunrise Facilitators Pvt. Ltd. From November 2005 to May 2007 and then M/s Virender Singh & Associates from June 2007 to June 2009. The services of the workman is null and void and against the principles of natural justice. The verbal order of termination is without any notice is in violation of Section 25-F, 25-G and 25-H of the Industrial Disputes Act 1947. There was no back-door entry or any connivance with the respondent-management in the appointment or payment of wages between the parties. It is prayed that order of termination be quashed and any other order, which the Hon'ble Court deems fit and proper, be passed in his favour.

2. Respondent-management filed written statement, denied the facts alleged in the claim petition, but partially accepting the appointment of the workman during the period 01.07.2009 to 04.10.2009 on daily wages on job basis. It is alleged that respondent-management is a statutory body constituted under Employees State Insurance Act, 1948 and is involved in the field of Social Security for the insured workers and their dependants. It is further alleged that the claim of the workman is not maintainable in the present form and is liable to be dismissed on the sole ground alone as he was neither appointed nor was issued any appointment letter by the respondent-management. Mr. C. Negi S/o Sh. Sonam Negi Assistant Director, ESI Corporation, Regional Office, ESI Hospital and Sh. Deepak Manchanda S/o Sh. Dyal Manchanda of M/s. Sunrise Facilitators Pvt, Ltd. For providing personnel in various categories for a period of one year. That the contents of para 5 of the statement of claim are admitted to the extent that work was outsourced from the said contractors and that no appointment letter was issued to the worker. Rest of the contents of para 5 of the statement of claim as stated are wrong and denied. The respondent has not employed the worker directly except during period of 01.07.2009 to 04.10.2009. The worker was getting the wages prior to 01.07.2009 from the contractors named above and is making false contention before this Hon'ble Tribunal with ulterior notice. The worker has not completed 240 days on the

with the respondent-management during the preceding 12 months as such, his statement of claim is bad in the eye of law in the absence of said contract. The workman is not gainfully employed and be reinstated and payment be made for back wages. In fact, after the expiry of the contract period, the management has terminated under the instruction of the hearquarter and the workman was directed to report back to the said contractor after the termination of the contract. Thus, workman was outsourced from the said contractor and no appointment letter was issued to the workman. Hence respondent-management has not any liability towards workman and his claim petition is liable to be dismissed.

3. The workman himself in support of his claim has examined himself as WW1 and tendered his affidavit Ex.A1 along with documents.

4. On the other hand, Smt. Shashi Dua, ESIC, Branch Manager, Baddi, District Solan, H.P, of the management appeared in the witness-box as MW1 and tendered his affidavit Ex.R1.

5. The other witness Sh. Virender Singh, alleged contractor has tendered his affidavit Ex.MW2 who has tendered attendance register Ex.RX and copy of the payment of salary register is Ex.RY.

6. The first and foremost argument advanced by the learned counsel of management that the Tribunal has got no jurisdiction as there was no relationship of employer and employee between the management and workman except for 01.07.2009 to 04.10.2009 when he was kept in employment on need basis by management. This Tribunal has to consider the oral as well as documentary evidence adduced on record so as to decide the question of relationship of employer and employee between the management and workman herein. In this respect it is appropriate to refer the affidavit of WW1 of workman. It is clear from the perusal of affidavit that it is in consonance with the pleadings i.e. status of claim filed by the workman.

7. In its written statement, management has pleaded that the workman was engaged with the contractor Deepak Manchanda initially up to May 2007 and subsequently with Virendra Singh from June 2007 to 2009 under contract executed between management and contractor. According to management terms and conditions of the contract was specific that there shall be no relationship of employer and employee between workman and management. But management has failed to produce the aforesaid copy of contract during the course of evidence and proceedings of case. Thus, adverse inference may be drawn against the management under Section 114(g) of Evidence Act regarding the concealment of relevant documents. Thus, argument advanced by the learned counsel is devoid of merit to the extent in absence of copy of contract.

8. The perusal of record and statement of witnesses also make the position very clear that workman was in employment of management since beginning up to 12.10.2009 i.e. the date of retrenchment or termination. Management has admitted in its written statement that after the expiry of contract with M/s Virendra workman was employed with the management from 01.07.2009 to 04.10.2009 which is belied by the cross-examination of Contractor Varinder Singh, who has tendered his affidavit as R-2 and admitted in his cross-examination that workman worked with department up to 12.10.2009 when his services were terminated. It is noteworthy to mention that workman has put specific case about his oral termination from 12.10.2009. Witness Varinder Singh has admitted in his cross-examination that he does not know whether workman was employed with management after the expiry of his contract but he is aware of the date when workman was terminated i.e. 12.10.2009. Witness, Contractor Varinder Singh has been examined by the management to prove that workman was his employee during the contract period entered with management. He has tendered copy of attendance register for the period June 2007 to June 2009 alongwith the copies of wages register of intervening period. The photocopies of the attendance register show that there is no signature of workman or other employees in any of page instead attendance is shown as P(present) A(absent). There is nothing on record to prove that who has maintained this register and why the employees did not make their signatures on it. The workman has submitted and proved through his affidavit the attendance register allegedly maintained by the management from July 2006 to April 2007 marked as Exhibit A-1. The copies of attendance register reveals that claimant has made his specimen signature alongwith other regular employee which is more reliable and trustworthy as such in comparison to the attendance register filed by the contractor Virender Singh. The workman has specifically stated in his cross-examination that he made signature in attendance register alongwith the regular employees of management but learned counsel of management has not put even single question about its authenticity and procurement. In my opinion, the authenticity of the attendance register marked as A-1 has forced the witness Mrs. Shashi Dua of management to say that she is unable to answer whether the attendance of workman was marked in our regular attendance register. Thus, it stands proved on record that workman was working with the management continuously for four years before his termination on 12.10.2009. Though, neither any letter of appointment nor any termination letter was issued to him.

9. Thus, the case in hand, it stands clearly proved from the evidence adduced on record, the workman was engaged as “casual worker” by the respondent-management as as such, to my mind, the workman is a “workman” within the definition of Section 2(S) of the Act. In this regard, reference can be made to the decision in the case of Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532, wherein the Hon’ble Apex Court while interpreting the provisions of Section 2(S) of the Act which deals with the definition of “workman” has observed as under :-

“The source of employment, the quantum of recruitment, the terms & conditions of employment/ contract of service, the quantum of wages/ pay and mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of Section 2(s) of the Act. The definition of workman also does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only person employed on regular basis or a person employed for doing whole time job is a workman and the one

employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman.”

It is clear from the perusal of aforesaid observations that even if a person is engaged on temporary, part time or contract basis or for doing any other kind of work and is duly paid wages for the said work, in that eventuality such a person would be covered by the definition of “workman” as provided in Section 2(S) of the Act.

10. As discussed above, engagement of workman as worker of management as Office Boy even on contract basis stands established and there was no relationship of employer and employee between the management and workman herein and that the workman had been working as a Office Assistant with the respondent-management about four years prior to his termination on 12.10.2009.

11. The vital question arises for consideration is whether termination of the workman from his services by the management w.e.f. 12.10.2009 is in accordance with law or in violation of the provisions of Section 25-F of the Act. According to the testimony of the workman, the work of Office Assistant was of permanent nature and that his services were terminated by the management in violation of section 25-F, 25-G and 25-H of the Act. It is neither the case of the management that any notice or compensation in lieu of notice period was given to the workman prior to termination of his services w.e.f. 12.10.2009 nor any such evidence has been adduced on record by the management. In these circumstances, this Tribunal has no hesitation to hold that the services of the claimant were terminated by the management w.e.f. 12.10.2009 in violation of the provisions of Section 25-F of the Act.

12. Now the residual question is whether the claimant/workman is entitled to any incidental relief of payment of back wages and/or reinstatement of service with full back wages. It is proved on record that workman was continuously in the employment of the management from 02.10.2005 to 12.10.2009 though on contract basis. There is no show cause notice or memo issued to the workman by the management. Moreover, the job of the workman is of perennial and regular nature. Though, the workman has not pleaded that he is unemployed from the date of his termination, however in his affidavit he clarified that he is without any appointment due to pending of present case. Even if it is presumed that the workman is doing some intermittent job as and when he finds work, it cannot be said that he is gainfully employed to make livelihood for himself and his family. The management has not adduced any evidence to show that the workman is gainfully employed.

13. The Hon’ble Apex Court in case of **“Deepali Gundu Surwase v. Kranti Junion Adhyapak Mahavidyalaya”** reported as (2013) 10 SCC 324 has held as under:-

“The propositions which can be culled out from the aforementioned judgments are:

- (i) ***In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.***
- (ii) ***Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then I has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments.”***

14. Hon’ble Apex Court in the case **General Manager, Haryana Roadways Vs. Rudan Singh, reported as 2005 SCC (L & S) 716** observed as under:-

“There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection and appointment i.e. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment namely, whether ad hoc, short term, daily wage, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages. One of the important factors which has to be taken into consideration is the length of service, which the workman had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at this age and the qualification possessed by him he may not be in a position to get another employment. However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calendar year.”

15. The Hon’ble Apex Court while considering the violation of Section 25-F of the Act in Incharge Officer & Anr. V. Shankar Shetty, (2010) 9 SCC 126: 2010 LLR 1137 and after referring to the various decisions, held that the relief by way of back wages is not automatic and compensation instead of reinstatement has been held to meet the ends of justice and it was observed as under:-

“2. Should an order of reinstatement automatically follow in a case where the engagement of a daily wager has been brought to end in violation of Section 25F of the Industrial Disputes Act, 1947 (for short “the ID Act”)? The course of the decisions of this Court in recent years has been uniform on the above question.

3. In Jagbir Singh V. Haryana State Agriculture Mktg. Board, (2009) 15 SCC 327, delivering the judgment of this Court, one of the us (R.M. Lodha, J.) noticed some of the recent decisions of this Court, namely, U.P. State Brassware Corpn. Ltd. V. Uday Narain Pandey, (2006) 1 SCC 479; Uttaranchal Forest Development Corpn. V. M.C. Joshi, (2007) 9 SCC 353; State of M.P. v. Lalit Kumar Verma, (2007) 1 SCC 575; M.P. Admn. V. Tribhuban, (2007) 9 SCC 748; Sita Ram v. Moti Lal Nehru Farmers Training Institute, (2008) 5 SCC 75; Jaipur Development Authority v. Ramsahai, (2006) 11 SCC 684; GDA v. Ashok Kumar, (2008) 4 SCC 261 and Mahboob Deepak v. Nagar Panchayat, Gajraula, (2008) 1 SCC 575 and stated as follows: (Jagbir Singh case (2009) 11 SCC 327, SCC pp. 330 & 335, paras 7 & 14)

“7. It is true that the earlier view of this Court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back-wages would ordinarily follow. However, in recent past, there has been a shift in the legal position and in a long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back-wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice.

14. It would be, thus, seen that by a catena of decisions in recent time, this Court has clearly laid down that an order of retrenchment passed in violation of Section 25F although may be set aside but an award of reinstatement should not, however, be automatically passed.”

16. Yet, in another latest case, the Hon’ble Apex Court in District Development Officer Vs. Suresh 2018 LLR 225 awarded lump sum compensation of Rs.2.50 lac in lieu of reinstatement with back wages where the workman was daily wager and have served the management only for two and half years in the case in hand.

17. In view of legal position discussed above, this Court is of the view that workman herein was not holding a regular or permanent post nor he was recruited against the post in a regular manner. In such circumstances, it is appropriate to grant reasonable compensation instead of reinstatement with back wages.

18. As such, having due regard to the facts and circumstances, an amount of Rs.3,00,000/- (Three Lakh) appears to be just and reasonable to which the workman is entitled. In case, the amount of Rs.3,00,000/- not paid within one month from the date of publication of the award, the workman is held to be entitled to 6% interest from the date of reference till payment. Let copy of the award be sent to the Central Government for publication as required under Section 17 of the Act.

A. K. SINGH, Presiding Officer

नई दिल्ली, 26 फरवरी, 2019

का.आ. 356.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स भारतीय जीवन बीमा निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, दिल्ली के पंचाट (संदर्भ संख्या 04/2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 18.02.2019 को प्राप्त हुआ था।

[सं. जेड-16025/4/2019-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 26th February, 2019

S.O. 356.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 04/2017) of the Central Government Industrial Tribunal/Labour Court-1, Delhi 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 18.02.2019.

[No. Z-16025/4/2019-IR(M)]

D.K. HIMANSHU, Under Secy.

ANNEXURE**IN THE COURT OF SHRI AVTAR CHAND DOGRA : PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 1, CHANDIGARH : NEW DELHI****ID No. 04/2017**

Shri Manmod Shankar S/o Shri Govind Prasad,
R/o.13/624 Sector 13 Vadundhara, Ghaziabad (UP).

... Workman/Claimant

Versus

1. M/s. LIC of India, represented by
Divisional Manager, Divisional Office-II,
9th Floor, Scope Meenar, Laxmi Nagar,
New Delhi 110092.

2. The Delhi Zonal Office,
Jeevan Bharti Building,
Parliament Street, New Delhi 110001.

... Management

AWARD

This Award shall decide a claim petition filed directly by the workman/claimant Manmod Shankar under Section 2-A of the Industrial Disputes Act, 1947 (in short "the Act"), inter-alia with the averments that the claimant/workman had been working as Assistant under the Management since 25/9/1989. A charge sheet dated 30/7/2015 was issued to the workman/claimant basis domestic enquiry was conducted against him and on the basis of enquiry report, the Disciplinary Authority vide order dated 23/7/2016 imposed penalty of dismissing the workman from service. The workman filed appeal against the said order but to no avail. It has been alleged that his services have been terminated illegally and without following the principle of natural justice, inasmuch as when he had appeared before the Enquiry Officer for the first time on 15/1/2015, he had submitted that he has not received copy of the charge sheet and demanded for the same but no copy of the charge sheet was provided to him and in fact he has not received copy of the charge sheet till date. The enquiry was conducted against the principle of natural justice. The workman approached the Conciliation Officer but no settlement was arrived at. The claimant is unemployed since the day of his termination/ dismissal from service. Prayer has been made for reinstatement of the workman into service with full back wages and continuity of service.

3. Management resisted the claim petition by filing written statement and took preliminary objections that the claim petition is totally false and not maintainable. It is alleged that in fact the workman was transferred from Branch No.11-M to Branch No.11-L at Narela vide office order dated 21/3/2015 and despite relieving from the concerned branch on 1/4/2015, the workman did not join his duties at Branch No.11-L rather remained absent from duties w.e.f.2/4/2015 without any information and all communication sent to him were refused by him. Consequently, charge sheet dated 30/7/2015 was issued to him. Proper enquiry was conducted against him and he appeared before the Enquiry Officer during proceedings on 15/10/2015 but thereafter opted not to participate in the proceedings and hence the enquiry officer proceeded in the matter & submitted his enquiry report dated 23/1/2016. Thereafter a show cause notice dated 12/4/2016 was sent to the workman. It has been alleged that fullest opportunity of being heard was given to the workman before passing the impugned order dated 23/7/2016. Prayer has been made for dismissal of the claim petition.

4. Rejoinder was filed on behalf of the workman wherein he reiterated the averments made in the claim petition and denied the allegations as made in reply/written statement of the Management.

5. On the pleadings of the parties, following issues were framed on 12/3/2009:-

- i) Whether termination of the claimant vide order dated 23.7.2016 by the management is wrong, illegal and against principle of natural justice ?
- ii) Whether the claimant is entitled to reinstatement with full back wages, as alleged ?
- iii) Whether the petition is not legally maintainable in view of various preliminary objections ?

6. The workman/claimant examined himself as WW1 & filed his affidavit ExWW1/A and relied on the documents Ex.WW1/1 to Ex.WW1/33. On the other hand, the Management examined two witnesses namely Shri Alok Kumar Srivastava, Administrative Officer as MW1 who filed his affidavit Ex.MW1/A alongwith documents Ex.MW1/1 to Ex.MW1/4 and one Shri B.K.Kashyap, Manager/Enquiry Office4r who also filed his affidavit Ex.MW2/A & relied on documents Ex.MW2/1 & MW2/2 (colly.).

7. I have heard Shri B.S. Rawat, A/R for the workman and Shri Sunil Mittal, A/R for the Management and have gone through the record carefully.

Issue No.1 to 3 :

8. All these issues are being taken up together for the purpose of discussion and they can be conveniently disposed of.

9. Although a preliminary objection was taken by the Management that since the workman/claimant is governed by the rules framed under Section 48 of LIC Act, 1956, the present dispute raised under ID Act is not legally maintainable, however, same was not heavily pressed by the learned A/R for the Management during the course of arguments. Even otherwise the claimant/workman was admittedly working as an Assistant and was performing the duties of clerical nature. He was not having any supervisory or managerial power. Relationship of employer-employee between the Management and the claimant is not in dispute. As such, the objection taken by the Management is not sustainable.

10. It is a matter of record that the claimant/workman was removed from service vide order dated 23/7/201, pursuant to the domestic enquiry conducted against him. Perusal of the record shows that this Tribunal vide detailed order dated 01/10/2018 has held the departmental inquiry was conducted in a fair and proper manner and that proper opportunity was given to the workman to defend himself and as such inquiry was conducted following the principles of natural justice.

11. During the course of arguments, A/R for the workman/claimant submitted that since the claimant has already rendered 27 years' of unblemished service with the Management Corporation, the punishment of removal from service awarded against the workman/claimant vide impugned order dated 23/7/2016 is very very harsh & disproportionate to the charges leveled against him. He placed reliance on the decisions of Hon'ble Supreme Court in the case of **Girish Bhushan Goyal Versus. BHEL and another, 2014(3) Recent Services Judgements 364; and of Gujarat High Court in the appellant establishment of Cholpadi Jagannath Kamath Vers. PSV Mallva & others, 2006(3) Recent Services Judgements 494** to urge that since the punishment so awarded to him is exorbitant and disproportionate, lenient view be taken while exercising powers under Section 11-A of the Act.

12. Per contra, learned A/R for the Management argued that action of the Disciplinary Authority while passing the dismissal order is commensurate to the gravity of misconduct proved against the claimant/workman. It is submitted that the claimant/workman earlier also had mis-conducted several times, inasmuch the first chargesheet dated 3/5/2001 issued to the workman had culminated into penalty of censure; second chargesheet dated 29-11-2010 culminated into penalty of reduction to basic pay by three stages; and third chargesheet dated 31-1-2015 had culminated into penalty of reduction of basic pay by five stages. As such, the workman is not entitled to any leniency.

13. There is no dispute that Section 11-A of the Act empowers this Tribunal to interfere with the quantum of punishment in appropriate cases (See. - 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**). 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**. The discretion is to be exercised judiciously in such cases where order of punishment is quite harsh & disproportionate to the gravity of misconduct of the official concerned.

14. Recital of charge sheet Ex. MW2/1 shows that the claimant/workman in disobedience to the transfer order dated 21/3/2015 did not join his duties at Narela Branch despite having relinquished the charge at Shahdara Branch and thus remained absent from duties w.e.f. 2/4/2015. Thus, in short, the domestic enquiry related to unauthorized absence of the workman/claimant from duty. This Tribunal vide a detailed and speaking order dated 1/10/2018 has held that departmental enquiry was conducted in a fair and proper manner, following the principles of natural justice. Admittedly, the Disciplinary authority had issued show cause notice dated 27/12/2006 prior to passing of the impugned order and thus proper opportunity was also afforded to the workman/claimant by the Disciplinary Authority. While concurring with the findings of the Enquiry Officer, the Disciplinary Authority vide impugned order dated 23/7/2016 has awarded punishment of major penalty of "Removal from service".

15. In the case of **Girish Bhushan Goyal (supra)**, there were allegations of misconduct of negligence against the official/appellant under Rule 5(5) and 5(9) of the BHEL Conduct Rules and hence dismissal of the appellant from service in that case was considered to be disproportionate to the gravity of misconduct. Similarly, facts in the case of **Cholpadi Jagannath Kamath (supra)** were that the bank Officer while sanctioning loans in favour of certain parties had exceeded his limits/powers and thus mis-conducted himself. Since there was nothing on record to show that the Bank suffered losses due to such misconduct on the part of the said charged Officer, Hon'ble Court while setting aside the order of his removal from service, granted him the relief of retirement benefits and other monetary benefits but without any back wages.

16. It is settled law that punishment/penalty to be imposed by the Disciplinary Authority against the charged official ought to be commensurate with the gravity of alleged misconduct and the Disciplinary Authority should not be influenced with the previous conduct of the official, for which suitable penalty has already been imposed upon him.

17. Having regard to the ratio of aforesaid rulings, coupled with gravity of the misconduct relating to unauthorized absence from duty by the claimant, this Tribunal is of considered opinion that the quantum of punishment awarded to the workman/claimant by the Management is disproportionate & excessively high, inasmuch as unauthorized absence from duty is not a kind of misconduct of moral turpitude or indulging in corrupt practices, warranting imposition of penalty of dismissal/removal from service. To my mind, ends of justice would be met if punishment of "removal from service" awarded against the claimant is set aside and he is ordered to be reinstated into service, however, without any pecuniary/monetary benefits during the intervening period i.e. from the date of his removal from service till publication of the Award. Award is passed accordingly.

Dated : 11.02.2019

AVTAR CHAND DOGRA , Presiding Officer

नई दिल्ली, 26 फरवरी, 2019

का. आ. 357.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे प्रबंधन के सबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 73/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.02.2019 प्राप्त हुआ था।

[सं. एल-41012/76/2004-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 26th February, 2019

S.O. 357.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 73/2005) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad* as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 26.02.2019.

[No. L-41012/76/2004-IR(B-1)]

B.S. BISHT, 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 07th February, 2019

Reference: (CGITA) No. 73/2005

The Divisional Railway Manager,
Western Railway, Rajkot Division,
Division Office, Kothi Compound,
Rajkot (Gujarat) - 360001

...First Party

V/s

The General Secretary,
Railway Workers Union,
22, Shaligram II, Ashram Road, Motera Road, Sabarmati,
Ahmedabad (Gujarat) - 380005

...Second Party

For the First Party : Shri H.R. Raval
For the Second Party : Mrs. K.L. Kalwani

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41012/76/2004-IR(B-1) dated 22.08.2005 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of D.R.M., Western Railway, Rajkot in not giving compassionate appointment to Shri Ratan Singh J. in place of late Shri Jesingh Dhura is justified or not? If not, what relief he is entitled to?”

1. The reference dates back to 22.08.2005 and received on 08.09.2005 from Ministry of Labour and Employment, New Delhi for adjudication and passing the award.
2. After issuing notice to both the parties, the second party submitted the statement of claim Ex. 2 on 02.01.2006 and the first party submitted the written statement Ex. 9 on 05.07.2018.
3. The advocate for the workman Mrs. K.L. Kalwani submit an application Ex. 10 with a statement of the workman that he has taken back the record of file from his advocate Mrs. K.L. Kalwani, therefore, Mrs. K.L. Kalwani prays for disposal of the case as the Tribunal deems fit. It is noteworthy that the application Ex. 10 reveals that the workman took the record back from the advocate on 13.10.2013 and since then the workman has been absent in the case for leading evidence.
4. Thus it appears that the second party workman is not willing to prosecute the case.
5. Therefore, the reference is disposed of in the absence of the evidence of the second party workman with the observation as under: “the action of the management of D.R.M., Western Railway, Rajkot in not giving compassionate appointment to Shri Ratan Singh J. in place of late Shri Jesingh Dhura is justified.”

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 26 फरवरी, 2019

का. आ. 358.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 03/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.02.2019 प्राप्त हुआ था।

[सं. एल-41011/97/2011-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 26th February, 2019

S.O. 358.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 03/2012) of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Ahmedabad* as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 26.02.2019.

[No. L-41011/97/2011-IR(B-1)]

B.S. BISHT, 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 07th February, 2019

Reference: (CGITA) No. 03/2012

The Divisional Railway Manager,
Western Railway,
Pratapnagar,
Baroda (Gujarat) - 390004

...First Party

V/s

The President,
General Workmen's Union,
Sinduri Mata Devasthan, S.T. Nagar Road,
Godhra (Gujarat) - 389001

...Second Party

For the First Party : Shri Rajesh Singh Thakur
For the Second Party : Shri J.K. Ved

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/97/2011-IR(B-I) dated 29.12.2011 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 demand of the union for compassionate appointment to Shri Ishwarbhai Raijibhai Khant S/o (Late) Shri Raijibhai Nanabhai Khant is legal and justified? To what relief the union is entitled?”

1. The reference dates back to 29.12.2011 and received on 11.01.2012 from Ministry of Labour and Employment, New Delhi for adjudication and passing the award.
2. After issuing notice to both the parties, the second party submitted the statement of claim Ex. 5 on 06.12.2012 along with authority letter Ex. 4 of Shri J.K. Ved. On 28.11.2016, Shri Rajesh Singh Thakur submitted the vakalatpatra Ex. 7 on behalf of the first party and also submitted the written statement Ex. 8 on 19.04.2018.
3. The case was listed for evidence of the second party but today on 07.02.2019, Shri J.K. Ved, The President, General Workmen's Union, Sinduri Mata Devasthan, S.T. Nagar Road, Godhra requested the Tribunal to withdraw the case for non-cooperation of the second party workman to lead his evidence.
4. Thus the reference is disposed of as withdrawn.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 26 फरवरी, 2019

का. आ. 359.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 728/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.02.2019 प्राप्त हुआ था।

[सं. एल-12012/61/2001-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 26th February, 2019

S.O. 359.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 728/2004) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court* Ahmedabad as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 26.02.2019.

[No. L-12012/61/2001- IR(B-1)]

B.S. BISHT, Under Secy.

ANNEXURE

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

Present : Pramod Kumar Chaturvedi, Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad, Dated 05th February, 2019

Reference: (CGITA) No. 728/2004

The Manager,
State Bank of Saurashtra (Now State Bank of India),
Gandhigate Branch, Gandhigate Road,
Vadodara (Gujarat) - 390017

...First Party

V/s

The General Secretary,
Group Sangharsh General Kamdar Mandal,
Fatehpura, Harni Road,
Vadodara (Gujarat) - 390017

...Second Party

For the First Party : Shri D.C. Gandhi
 For the Second Party : Shri Hitesh D. Kathrotiya

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12012/61/2001–IR(B-I) dated 14.05.2001 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether Shri Saleembhai Rashid Mohammed Makrani has put in continuous service in the Bank as per provisions of Section 25 B of the Industrial Disputes Act? If so, whether the action of the State Bank of Saurashtra, Gandhigate Branch, Baroda through its Officers in discontinuing/terminating the services of the workman w.e.f. 27.12.1999 is justified? If not, what relief the concerned workman is entitled?”

1. The reference dates back to 14.05.2001 and received on 04.06.2001 from Ministry of Labour and Employment, New Delhi for adjudication and passing the award.

2. After issuing notice to both the parties, the second party submitted the statement of claim Ex. 2 on 01.10.2001 and the first party submitted the written statement Ex. 6 on 08.10.2002.

3. The second party workman hereinafter referred to as “workman” in his statement of claim Ex. 2 has alleged that he had been in service in the Gandhigate Branch of Baroda of first party The Manager, State Bank of Saurashtra (Now State Bank of India), Gandhigate Branch, Gandhigate Road, Vadodara, hereinafter referred to as “State Bank” from 27.12.1998 to 27.12.1999 as Peon for Rs.45/- as wages per day. He used to receive the wages through vouchers. He worked for more than 240 days in the aforesaid period but his services were terminated orally without giving any notice or paying notice pay. Therefore, he has prayed for reinstatement with back wages being the termination order in violation of Section 25 F of the Industrial Disputes Act.

4. The first party State Bank in his written statement Ex.6 denying the averments made in the statement of claim has alleged that the workman never worked for more than 240 days, therefore, not entitled for any notice, notice pay or compensation. He was not engaged or appointed by due process of recruitment rules. He was not serving on any sanctioned or permanent post. Therefore, the reference is liable to be disposed of as dismissed.

5. The second party workman submitted the documents vide list Ex. 7 namely notice given by the union to the State Bank and representation regarding taking him in service before Re-conciliation Officer on 09.09.1990.

6. The first party State Bank submitted the copies of vouchers vide Ex. 14 regarding payment of wages during the period of engaged from 27.12.1998 to 27.12.1999.

7. On the basis of the pleadings, the following issues arise:

- i. Whether Shri Saleembhai Rashid Mohammed Makrani has put in continuous service in the Bank as per provisions of Section 25-F of the Industrial Disputes Act?
- ii. Whether the action of the State Bank of Saurashtra, Gandhigate Branch, Baroda through its Officers in discontinuing/terminating the services of the workman w.e.f. 27.12.1999 is justified?
- iii. To what relief, if any, the concerned workman is entitled?

8. **Issue No. i, ii and iii:** As all the issues are interrelated, therefore, are decided together. The burden of proof of these issues lies on the second party workman who vide Ex. 8 in his examination-in-chief reiterated the averments made in the statement of claim and in his cross-examination has not said anything contrary to the examination-in-chief but has not proved that he was appointed by way of due procedure provided in the recruitment rules of the first party State Bank. He has simply worked for a year for total 227 days which is less than 240 days as shown in the certificate Ex.16 issued by the Manager, State Bank of Saurashtra submitted by the workman. The first party did not prefer to give any oral evidence.

9. I perused the oral and documentary evidence and considered the arguments of the parties. This is a case where the workman has not worked for more than 240 days in the one year of service in question. The argument of the second party is that he was engaged by inviting the names from Employment Exchange. Thus he was appointed by due procedure of recruitment rules but he has failed to establish that the appointment after inviting names from Employment Exchange does cover as an appointment under recruitment rules. Therefore, the reference has no force. However, it would be equitable to award Rs. 40000/- (Rupees Forty Thousand) as a lump-sum compensation to the second party workman Saleembhai Rashid Mohammed Makrani.

10. The first party The Manager, State Bank of Saurashtra (Now State Bank of India), Gandhigate Branch, Gandhigate Road, Vadodara is directed to pay the aforesaid amount of Rs. 40000/- (Rupees Forty Thousand) to the second party workman Saleembhai Rashid Mohammed Makrani within 2 months from the date of publication of the award. All the issues are decided accordingly.

11. The award is passed accordingly.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 26 फरवरी, 2019

का.आ. 360.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आईसीआईसीआई प्रूडेंशियल लाइफ इंश्योरेंस कंपनी लि. प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण हैदराबाद के पंचाट (संदर्भ संख्या 5/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.02.2019 प्राप्त हुआ था।

[सं. एल-12025/01/2019-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 26th February, 2019

S.O. 360.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 5/2015) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court* Hyderabad as shown in the Annexure, in the industrial dispute between the management of ICICI Prudential Life Insurance Co. Ltd and their workmen, received by the Central Government on 26.02.2019.

[No. L-12025/01/2019- IR(B-1)]

B. S. BISHT, Under Secy.

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

Present : Sri Muralidhar Pradhan, Presiding Officer
Dated the 24th day of January, 2019

INDUSTRIAL DISPUTE L.C.No. 5/2015**Between:**

Sri K. Srikanth
S/o Late K.S. Rao,
R/o Flat No.306, Arundhathi Apartment,
Chaitanyapuri, Hyderabad – 500 060.

... Petitioner

AND

1. The Managing Director & Chief Executive Officer, ICICI Prudential Life Insurance Co.Ltd.,
Regd. Office: ICICI PruLife Towers,
Mumbai 400 051.
2. Chief Human Resource manager,
ICICI Prudential Life Insurance Co.Ltd.,
1089 Appasabed Marathe Marg,
Prabhadevi, Mumbai 400 025.
3. Senior Vice President,
ICICI Prudential Life Insurance Co.Ltd.,
M.B. Towers, 8-2-624/A/7, Road No.10,
Banjara Hills, Hyderabad -500 034.
4. Associate Vice President,
ICICI Prudential Life Insurance Co.Ltd.,
M.B. Towers, 8-2-624/A/7, Road No.10,
Banjara Hills, Hyderabad -500 034.
5. Senior Human Resource Manager,
ICICI Prudential Life Insurance Co.Ltd.,
M.B. Towers, 8-2-624/A/7, Road No.10,
Banjara Hills, Hyderabad -500 034.

... Respondents

Appearances:

For the Petitioner : M/s. Vanam Vishwanatham & Dushyantala Rudra, Advocates

For the Respondent : M/s. CRS Associates, Advocates

AWARD

Sri K. Srikanth, the Petitioner who worked as Manager in the Respondent bank has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents ICICI Prudential Life Insurance Co. Ltd., seeking for declaring the termination order dated 30.12.2014 of the Petitioner as illegal, arbitrary and consequently directing the Respondents to reinstate the Petitioner into service with continuity of service, with full back wages and all other attendant benefits etc., and such other reliefs as this court may deem fit.

2. The Petitioner workman has filed his claim petition and the Respondents have also filed their respective counter statement.

3. Before the stage of hearing, the Respondents filed one IA bearing No.37/2017 questioning the jurisdiction of this Tribunal to decide the present dispute. After hearing both the sides at length, IA No.37/2017 was allowed vide order dated 24.10.2018.

4. In view of the order passed in IA No.37/2017, wherein it was held that this Tribunal has got no territorial jurisdiction to sit over the matter, thus, the present LC No.5/2015 becomes infructuous and is liable to be dismissed. In the circumstances stated above, 'No dispute' award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 24th day of January, 2019.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

NIL

Witnesses examined for the
Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 26 फरवरी, 2019

का. आ. 361.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दक्षिण मध्य रेलवे प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण हैदराबाद के पंचाट (संदर्भ संख्या 88/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.02.2019 प्राप्त हुआ था।

[सं. एल-41011/01/2018-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 26th February, 2019

S.O. 361.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 88/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court* Hyderabad as shown in the Annexure, in the industrial dispute between the management of S.C. Railway and their workmen, received by the Central Government on 26.02.2019.

[No. L-41011/01/2018- IR(B-1)]

B.S. BISHT, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
HYDERABAD****Present:** Sri Muralidhar Pradhan, Presiding OfficerDated the 22nd day of January, 2019**INDUSTRIAL DISPUTE No. 88/2018****Between:**

The General Secretary,
 Railway Contract Workers & Employees Union (CITU),
 NPR Sramik Bhawan, 1st Lane,
 Sundarnagar,
 BRTS Road, Durgapuram,
 Vijayawada (A.P.) -3.

...Petitioner

AND

1. The Sr. Divisional Mechanical Engineer,
 C & W/S.C. Railway, DRM Office Complex
 Vijayawada (A.P.)
2. The Sr. Section Engineer (SSE),
 C & W/Coaching Department, S.C. Railway,
 Narsapur Rly Sta., West Godavari Dist..
3. Shri V.A. K. Kumar, MD,
 M/s. Sri Sai Investigation & Security Service,
 D.No.45-35-3/5, Akkaya Palem,
 Visakhapatnam (A.P.)

... Respondents

Appearances:

For the Petitioner : Party in Person

For the Respondent : Party in Person

AWARD

This is a reference issued by the Government of India, Ministry of Labour and Employment, New Delhi vide order No. L- 41011/01/2018 –IR(B-I) dated 9.7.2018 whereunder this Tribunal is required to adjudicate the dispute i.e.,

“Whether the action of the Management of M/s. Sri Sai Investigation & Security Services, contractor of S.C. Railway, Vijayawada in non-payment of bonus to the 160 workers employed in mechanized cleaning of platform No.1 to 6 in Vijayawada Railway Station for the accounting year 2014-15, 2015-16, 2016-17 is legal and justified? If not, what relief the workmen are entitled to?”

After receiving the above said reference, it was registered as ID No. 88/2018 in this Tribunal and notices were issued to both the parties and procured their presence.

2. The case is posted for filing of claim statement and documents by the Petitioner union. At such stage, the General Secretary of the Petitioners' Union filed a Memo to withdraw the present case and accordingly, the copy of the Memo was served to the Respondent.

3. In view of the memo filed by the General Secretary of the Petitioner's Union and at the consent of the Respondent, the Memo was accepted and the case is allowed to be withdrawn by the Petitioner Union.

The reference is answered accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, and corrected by me on this the 22nd day of January, 2019.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 26 फरवरी, 2019

का. आ. 362.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दक्षिण मध्य रेलवे प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण हैदराबाद के पंचाट (संदर्भ संख्या 23/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.02.2019 प्राप्त हुआ था।

[सं. एल-12025/01/2019-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 26th February, 2019

S.O. 362.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 23/2008) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of South Central Railway and their workmen, received by the Central Government on 26.02.2019.

[No. L-12025/01/2019-IR(B-1)]

B.S. BISHT, Under Secy.

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

Present: Sri Muralidhar Pradhan, Presiding Officer

Dated the 29th day of January, 2019

INDUSTRIAL DISPUTE L.C.No. 23/2008**Between:**

Sri V. Raghavaiah,
S/o Venkaiah,
C/o M/s. G.V. Subba Rao, Advocates
1-1-230/33, Chikkadapally,
Hyderabad -500 020.

... Petitioner

AND

1. The Assistant Mechanical Engineer,
South Central Railway,
C & W, Vijayawada.
2. The Senior Divisional Mechanical Engineer,
South Central Railway,
C&W, Vijayawada.
3. The Divisional Railway Manager,
South Central Railway,
Vijayawada.
4. The Secretary,
Union of India, Railway Board,
Rail Bhavan, New Delhi.

... Respondents

Appearances:

For the Petitioner : M/s. G.V. Subba Rao & S. Anuradha, Advocates

For the Respondent : Sri W.Satyanarayana, Advocate

AWARD

Sri V. Raghavaiah, who worked as Khalasi (who will be referred to as the workman) has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents seeking for declaring the impugned order No. B/P.5/III/88/2/C&W, dated 14.7.1988 and No.B/P.90/III/88/4/C&W, dated 26.4.1989 issued by the Respondents as illegal, arbitrary and to set aside the same consequently directing the Respondents to reinstate the Petitioner into service duly granting all the consequential benefits such as continuity of service, back wages and all other attendant benefits etc., and such other reliefs as this court may deems fit and proper.

2. The averments made in the petition in brief are as follows:

The case of the Petitioner is that he has been appointed by the first Respondent in the year 1974 as a Khalasi, in the Respondents' organization and he was continuously discharging his duties with clean record of service and working as per the instructions and to the utmost satisfaction of his superiors till he was illegally removed from service by an order dated 14.7.1988 by the first Respondent. It is stated that on 29.7.1987 he fell sick due to broncautis and other health complaints and underwent treatment under various medical practitioners at Kavali and also a Civil Assistant Surgeon at Kavali. He has informed his superiors about his ill-health and also informed about his inability to attend duties to the Controlling Officer, i.e., Loco Foreman Bittragunta. It is further submitted that after recovering from ill-health he reported for duty and submitted medical certificates to the controlling officer, but the controlling officer referred him to the Railway hospital for medical fitness examination. There the Regional Medical Officer kept the Petitioner under sick list from 24.5.1988 and issued sick certificate bearing No.21057 dated 6.6.1988 and after examining him he issued the fitness certificate and the same was handed over to the controlling officer. The then controlling officer permitted the Petitioner to discharge his duties. The Petitioner also stated that having received the medical certificates and also being aware of his health, the first Respondent for reasons best known to him, issued the removal order dated 14.7.1988. The cause mentioned in the removal order is, "unauthorized absence w.e.f. 29.7.1987." The Petitioner submitted that he has given reasons for his absence as it was due to his ill-health and also produced medical certificates from 29.7.1987. The first Respondent issued removal order while the Petitioner was discharging duties on 29.7.1988. The Petitioner further submitted that being aggrieved by the above said removal order he made an appeal dated 10.9.1988 to the Appellate Authority who passed an order dated 26.4.1989. Thereafter the Petitioner filed the above petition dated 6.6.1989 before the third Respondent which was not disposed of. The Petitioner also submitted that he submitted reminder letter dated 21.12.1989 and requested his authority to consider his case which was acknowledged by the third Respondent, but the third Respondent failed to pass another order on his reminders. The Petitioner also filed mercy petition dated 29.4.2004 to the 3rd Respondent which was also pending for disposal. He has taken all efforts to convince his authorities but it became futile. The Petitioner also submitted that having vexed to the inaction of the 3rd Respondent, he has filed a mercy petition on 17.9.2004 to the 4th Respondent to consider his case but the 4th Respondent also failed to pass any order nor made any reply to the Petitioner, inspite of repeated representations of the Petitioner. Therefore, finding no alternative the Petitioner was constrained to approach this court for redress of his grievance by filing the present dispute. The delay in raising the present dispute is neither willful nor wanton but due to the inaction of the 3rd and 4th Respondents and also pending of his review petitions and mercy petitions before the concerned authorities. It is also submitted that the Respondent management did not assign any valid reason before removing him from service. It is also stated that the Respondent management has neither given one month notice nor paid retrenchment compensation before removing him from service. The Respondent management has not settled his final account, i.e., gratuity, PF nor any other terminal benefits till the date of filing of this case. The Petitioner further submitted that ever since the date of his removal he remained unemployed and could not secure any alternate employment inspite of his best efforts. Under the circumstances stated above, the Petitioner submitted to declare the action of the Respondents in removing him from service by an order dated 14.7.1988 as illegal and unjustified and to direct the Respondents to reinstate him in service with a continuity of service, back wages and all other attendant benefits in the interest of justice.

3. All the Respondents filed counter challenging the maintainability of the case and in the counter it has been stated that the Petitioner has unnecessarily impleaded the Union of India represented by the Secretary, Railway Board, Rail Bhavan, New Delhi as 4th Respondent in this case which is not a proper party for disposal of this case and has submitted to delete the fourth Respondent from the cause title of the petition. The Respondents in their counter while denying all the averments made in the petition, specifically stated that the Petitioner is put to strict proof of his case. It is further submitted that the records of the above mentioned case files is pertaining to the year 1988, and it has been destroyed along with other records as the preservation period is over. The Petitioner's contention is that no action has been taken on his representations dated 19.4.2004, 17.9.2004 and 11.5.2007 is not correct, as those representations have not been received in the office of the Respondents. Lastly, the Respondents submitted that in absence of relevant DAR case files where the disciplinary proceedings / Appeal were processed, it is not possible to file detailed counter in the present charge sheeted employee and also submitted to close the proceedings, and in view of the submission made above the Respondents submitted to close the proceeding and pass order for dismissal of the claim petition in the interest of justice.

4. As per the averments of both the sides, the following points are to be determined:

I. Whether the action of the Respondents in dismissing the Petitioner from service is legal and justified?

II. Whether the order No. B/P.5/III/88/2/C&W, dated 14.7.1988 and No.B/P.90/III/88/4/C&W, dated 26.4.1989 issued by the Respondents are legal and valid?

III. Whether the Petitioner is entitled to reinstatement into service?

5. During the course of hearing the Petitioner has been examined himself as WW1 and also relied on 11 documents which are marked as Ex.W1 to W11. On the other hand, the Respondents also examined one Sr. Clerk of the office of Respondent No.2, Sri M. Jeevan Paul as MW1 and also relied on 4 documents which are marked as Ex.M1 to M4.

6. I have already heard the Learned Counsels for both the sides in the matter. Perused the evidence adduced by the parties so far.

7. During the course of arguments the Learned Counsel appearing on behalf of the Petitioner contended that the Petitioner was appointed as a Khalasi, at Bitragunta, Railway Loco Shed, in the year 1974 and continued to work as such till 31.7.1988 on which date he was removed from service by R1 by order No. B/P.5/III/88/2/C&W, dated 14.7.1988 and the above order was served on the Petitioner while he was on duty in the loco shed on 29.7.1988. He also contended that the Petitioner went on leave to Kavali where he fell ill on 29.7.1987 due to bronchitis and other health complaints and underwent treatment under different Registered Medical Practitioners at Kavali and also a Civil Assistant Surgeon at Kavali. The Petitioner duly informed the Controlling Officer, viz. Loco Foreman Bitragunta within 24 hours as per rules regarding his sickness. It is also contended that according to the medical rules there is no prohibition against a Railway Servant to undergo private medical treatment when he is residing beyond 2.5 kms of the Railway Hospital. The only condition is that he has to inform the Controlling Officer regarding his sickness within 24 hours. Since the Petitioner has complied with the instructions, there is no violation of the medical rules. It is also contended that on resuming duty with a private medical certificate, is deemed to have been put back to duty within 24 hrs pending production of duty fit certificate from the Railway Doctor. The Railway Doctor issued a fitness certificate and the absence period of the Petitioner is to be regularized as leave due to him. The applicant was given sick certificate No.21057 on 6.6.88 placing the Petitioner under sick list from 24.5.88 and the Petitioner on the basis of the duty fit certificate issued by the Railway Doctor was permitted to join on duty on 17.6.1988. While the Petitioner was on duty he was served with the removal order dated 14.7.1988 which states that the Petitioner has remained absent from 29.7.1987 without sanction of proper leave or producing any medical certificate from an authorized medical attendant. The memo sent by registered post with acknowledgement due to the last known address of the Petitioner has been returned undelivered by the postal authorities. It is therefore reasonably not practicable to hold an enquiry into the case in accordance with the D & A Rules, as the whereabouts of the employee are not known. The Disciplinary Authority has therefore come to the conclusion that the Petitioner is not fit to continue in the Railway service and that as per the powers vested in him under Rule 14(II) of D & A Rules, he has imposed the penalty of removal from service with effect from 31.7.1988. It is further contended that the penalty of removal from service on the Petitioner issued by the Assistant Mechanical Engineer/C & W/BZA, is dated 14.7.1988 and it was actually served on him on 29.7.1988 under acknowledgement due. It is also contended that the Respondent has no jurisdiction to impose penalty as he is a Gr. B officer who has no powers to remove the Petitioner from service and also he has no powers to appoint even a Gr-D employee and the order of removal is violative of Articles 311(1) of the Constitution and it is to be set aside. It is stated that in fact, the Petitioner was on duty when the penalty advise was served on him. The Disciplinary Authority in the penalty advise has stated that the Memorandum sent by Registered Post has been returned as undelivered. The address of the Petitioner is very much with the Respondent s and the statement that his whereabouts are not known is entirely false. Even with the penalty advise, the charge memorandum said to have been sent to the known address is not enclosed. The contention of the Assistant Mechanical Engineer, that it is not practically possible to conduct an enquiry is not sustainable in view of the fact that the Petitioner resumed duty on 17.6.1988 and at the time of service of the penalty advise on 29.7.1988 the Petitioner was on duty. Whereas the penalty was to come into force from 31.7.1988 i.e., later to the service of the penalty advise. It is further contended that the reasons mentioned in the penalty advise establishes the fact that the removal order which was passed on is illegal, arbitrary and violative of Articles 311(1), (2), 14, 16 and 21 of the Constitution, since no reasonable opportunity had been given to the Petitioner to submit his explanation for the so called charge sheet issued to him, and the contention that it is not practically possible to conduct the enquiry will not stand to the scrutiny of law. It is also contended that the Disciplinary Authority has to record in writing the reasons, as to how it is not practically possible to conduct the enquiry. In absence of such a finding the entire proceedings are vitiated in law as declared by the Hon'ble Supreme Court in Challappan's case. It is contended that the Petitioner has informed the Loco foreman in writing about his sickness as per rules. The duty certificate issued by the Railway doctor based on private medical certificate is valid, and it cannot be treated as unauthorized absence. The controlling officer has to accept the medical certificate issued by the private medical practitioner, and the period of absence is to be treated as leave due on the employee. The Disciplinary Authority without taking into consideration, the material facts which are available on record has imposed the penalty of removal from service under the guise of unauthorized absence, even though the Petitioner was on duty when the order of removal was served. Nothing prevented the Disciplinary Authority to hold an enquiry even before service of penalty advise dated 14.7.1988. This clearly establishes the fact that the Assistant Mechanical Engineer, arbitrarily and illegally imposed the penalty violating Articles 311(1), (2) 14, 16 and 21 of the Constitution that too without having any jurisdiction. It is further contended that even though the Petitioner submitted an appeal against the order of removal before the Divisional Railway Manager Vijayawada on 29.4.2004 and he also submitted another representation on 17.9.2004 to the Hon'ble Minister for Railways by Registered Post apart from a personal representation and that was presented to him when he happened to pass through Bitragunta. Neither the Railway Board, nor the Divisional Railway Manager have taken any action on the Petitioner's representations. It is contended that the action of the Assistant Mechanical Engineer, in

imposing the penalty of removal from service on the Petitioner and confirmed by the Appellate Authority is wholly illegal, arbitrary and violative of the principles of natural justice. Mere absence from duty due to sickness, which is beyond the control of the Petitioner does not constitute unauthorized absence, even though, not authorized by grant of leave to attract disciplinary proceedings. It is further contended that after the authorities have doubted the genuineness of the Medical certificate, produced by the Petitioner the Respondents should have got it verified by the Railway Doctor as provided under Para 4 of Rule 538 of the Indian Railway Medical manual-I and without subjecting the said certificate produced by the Petitioner for verification by the Railway Medical Officer, the authorities were not justified in rejecting the medical certificate, doubting the genuineness of the certificate issued by the private medical practitioner. It is therefore to be understood that the Railway doctor certified the sickness of the Petitioner. the Respondents suppressed the facts and the Assistant mechanical Engineer without verifying the muster rolls and also the private medical certificates produced by the Petitioner, without following the D & A Rules imposed the penalty of removal, when he has no jurisdiction to impose such punishment even without conducting an enquiry. The charge is only alleged unauthorized absence, and it is not so grave as to warrant the penalty of removal from service dispensing with the statutory provisions of enquiry. The reasons assigned for not conducting enquiry cannot be sustained as per law and it is a clear violation of Article 311(2), as the Petitioner has not committed any serious offence. The action of the Disciplinary Authority mentioning that it is not practically possible to conduct enquiry and dispensing with the enquiry is not valid in law, as no serious situation existed at the relevant point of time to dispense with the enquiry. A mere statement that the address is not available is not a substitute for not adopting other modes of service as declared by the Hon'ble Supreme Court, if the statement that the charge memorandum was returned unserved as is correct, no proof was enclosed with the penalty advise. It is also contended that the Disciplinary Authority without following statutory provisions under D & A Rules removed the Petitioner from service under the guise of non practicability of conducting of enquiry, which is not sustainable and the entire proceedings are ab initio void. The action of the Appellate Authority rejecting the Petitioner's appeal by confirming the orders of the Disciplinary Authority is arbitrary and illegal and without application of mind. The action of the Revising Authority in not considering his review petition is arbitrary and illegal. It is contended that imposition of penalty of removal from service is too harsh, excessive and disproportionate to the charges alleged. The Petitioner has no other employment or any other source of livelihood. It is further contended that under the circumstances stated above, the court may be pleased to declare the impugned order No. B/P.5/III/88/2/C&W, dated 14.7.1988 and No.B/P.90/III/88/4/C&W, dated 26.4.1989 issued by the Respondents as illegal and arbitrary, and to set aside the same and consequently direct the Respondents to reinstate the Petitioner into service duly granting all other consequential benefits such as continuity of service, back wages and pass such other order/order as the court may deem fit in the circumstances of the case.

8. On the other hand, the Learned Counsel appearing on behalf of the Respondents contended that the Respondents in their counter have already denied the facts mentioned in the claim petition. The records of the case files of the Petitioner pertaining to the year 1988 have been destroyed along with other records as the preservation period is over. The Petitioner's contention that no action was taken on his representations dated 19.4.2004, 17.9.2004 and 11.5.2007 stated to have been given is not correct as the said representations have not been received in the office of the Respondents. It is further contended that during the course of hearing of the case the Respondents have examined one of their Sr. Clerk as MW1 who in his evidence has stated that the muster rolls pertaining to the years 1985, 1986, 1987 & 1988 reveals the number of days absent for duty, and except the muster rolls, no other records are available in their office. The muster rolls reveals the total number of days absent for duty of the Petitioner which is mentioned below for ready reference:

Sl. No.	Period	Days Absent
1.	25.1.1985 to 31.12.1985	340
2.	1.1.1986 to 28.4.1986	118
	19.6.1986 to 24.6.1986	6
	13.8.1986 to 8.9.1986	27
3.	15.3.1987 to 18.3.1987	4
	16.6.1987 to 18.6.1987	3
	25.7.1987	1
	27.7.1987 to 31.12.1987	125
4.	1.1.1988 to 23.5.1988	144

It is also contended that the Petitioner submitted one appeal against the order of removal on 10.9.1988 and the said appeal has been rejected by the DPO/Vijayawada on 26.4.1989. The applicant further submitted one review petition on

21.12.1989 to the DRM/SCR/Vijayawada. The applicant submitted one review petition, but he kept quite for 15 years i.e., from 21.12.1989 to 29.4.2004 and submitted representation on 29.4.2004 for which the Petitioner has not given any answer. It is further contended that the Petitioner in his representation dated 29.4.2004 has submitted that consequent upon removal from service, and having been thrown out of employment he was mentally deranged and roaming about one place to the other and he had been given treatment for his mental derangement at Madras. After prolonged treatment for several years he recovered from mental disorder and he is now in a position to discharge his duties. This shows that the Petitioner was on leave for a long period and the same was not intimated to his authority. It is further contended that this present dispute is not filed in time and it is barred by limitation. The Petitioner himself delayed the matter and not appeared in time and deliberately has filed this case after destroying the records. It is contended that in view of the facts stated above, there is no merit in the present petition filed by the Petitioner and the same is liable to be rejected.

9. **Point Nos.I to III:** On consideration of the rival contentions of both the sides and on perusal of the evidence adduced so far by the parties it is noticed that the Petitioner has admitted that he was continuously discharging his duties with clean record and working as per the instructions and to the utmost satisfaction of his superiors till he was illegally removed from service by an order dated 14.7.1988 passed by Respondent No.1 is in fact not correct. In this case the Petitioner has challenged the order bearing No. B/P.5/III/88/2/C&W, dated 14.7.1988 and No.B/P.90/III/88/4/C&W, dated 26.4.1989 by filing the claim petition after a lapse of 20 years. No reasonable explanation is given by the Petitioner about the delay in filing the present LC. The Petitioner/workman was examined himself as WW1 and fully supports the averments made in his claim petition. But in his cross examination, he clearly admitted that he has no proof to show that medical certificates dated 27.8.1987, 29.8.1987, 10.5.1988 and 23.5.1988 were submitted by him to the Controlling Officer. He further admitted that in the removal order the reasons were clearly stated which was to be effective from 30.8.1988. He denied to the suggestion of the management that he intentionally did not attend the enquiry proceeding. He admitted that he has filed appeal against the removal order and the said appeal was dismissed. He has also filed review petition and that was also dismissed, but he further admitted that he had filed several mercy petitions upto the year 2004, but no action was taken on those mercy petitions. Then he is forced to file the present petition. But he clearly admitted that he has not filed the copy of the mercy petitions filed prior to 29.4.2004 before this Tribunal. Thus, non-filing of the copies of the mercy petitions clearly raises a doubt in the mind of this court to believe whether any mercy petition had been filed by the workman prior to 29.4.2004 or not. The workman declined to the suggestion of the management that he has not filed any mercy petitions and remained silent for a period of more than 14 years without taking any action after the order of his dismissal. He also declined to the suggestion of the management that he has filed this claim petition after destruction of the record of the management, and he has not pursued his case before the management. He also declined to the suggestion of the management that he has intentionally not participated in the enquiry. He clearly admitted that he did not file any medical certificate to prove that he was mentally derailed and took treatment at Madras for several years. In fact the Petitioner had filed one representation on 29.4.2004 in which at page 2, he has mentioned that "Consequent on removal of service and having been thrown out of employment I was mentally deranged and roaming about one place to another and I had been given treatment for my mental derangement at Madras. After prolonged treatment for several years I recovered from the mental disorder and I am now in a position to discharge my duties." Even though the Petitioner had admitted the above fact, it is not known what prevented him to file any document before this Tribunal regarding his treatment at Madras. This shows that the Petitioner has not come to the court with clean hand. On the other hand, MW1 while supporting the averments made in his counter has admitted that normally they did not preserve 20 years old records for more than 20 years. But in case of the present Petitioner, it has been left to be weeded out. He declined to the suggestion of the Petitioner that the xerox copies of the muster rolls filed by the Department under Ex.M1 to M4 are forged and fabricated documents. He further declined to the suggestion of the Petitioner that the Petitioner is entitled to get the relief claimed by him. The xerox copies of the muster rolls relied on from the side of the management clearly goes to show that the Petitioner used to remain absent for a long period. He has not filed any document to show whether he has attended his duty during the period of absence shown in the evidence of the management witness. The workman remained absent, the list of absence mentioned in the evidence of the management witness shows that in the year 1985 the Petitioner was absent for 340 days, in the year 1986 he was absent for 151 days, in the year 1987 he was absent for 133 days and in the year 1988 he remained absent for 144 days. The Petitioner has not challenged the above said period of absence. The absentee statement shown in the evidence of the management witness clearly shows that the workman was absent for a pretty long period. Even if he is found absent in duty for months together he has not regularized his period of absence. No document has been filed by the Petitioner to show that under what circumstances he remained absent from duty those days. Admittedly, the workman has not attended the enquiry and the enquiry has been conducted in his absence. This shows that the Petitioner is not regular in attending his duty. If an employee of the Department will remain absent for months together it is very difficult to manage the establishment. More over, even though the workman has been dismissed from service in the year 1988, he has filed this case in the year 2008, after a long period about 20 years. During the course of argument, the Learned Counsel for the Respondent also argued that the workman has filed his claim statement after a long period of about 20 years of the order of his dismissal. No satisfactory explanation is offered by him about the unjustified delay in filing the case. He also contended that prior to September, 2010, Amendment of Sec.3 of the Industrial Disputes Act, 1947 there was no specific limitation for filing of the industrial dispute, but it does not mean that after lapse of several years a case can be agitated. In fact, in this case the Petitioner he has not explained the delay properly. He has stated that as because his mercy petition representations were not considered he filed this case after a delay of more than 14 years. In his evidence he has clearly admitted that he has not filed the copy of any of the mercy petitions submitted by him prior to 29.4.2004 before this Tribunal. The Learned Counsel for the Respondent also contended that even though the Petitioner was dismissed from service in the year 1988 he has not taken any steps to file the case soon after the order of

his dismissal nor moved to the authorities of the Labour Department for any redressal. Even though he has filed this case after a period of more than 19 years he has not given any satisfactory explanation why he has not agitated the issue before the appropriate forum in time. In support of his contention he also relied on a decision of the Hon'ble High Court of A.P., reported in 2017 (153)FLR 234 in WP No.5960 of 2011, between K.R. Reddy and Industrial Tribunal-II, Hyderabad wherein their Lordships held that, "To claims arising under the Industrial Disputes Act – primary requirement to refer a dispute – is that dispute must be alive – the manner of espousing grievance is important factor. When the dispute is not alive no equitable relief is available for the claimants in the courts as per his contention." "It is now a well recognized principle of jurisprudence that a right not exercised for a long time is non-existent. Even when there is no limitation period prescribed by any statute relating to certain proceedings, in such cases Courts have coined the doctrine of laches and delays as well as doctrine of acquiescence and non-suited the litigants who approached the Court belatedly without any justifiable explanation for ringing the action after unreasonable delay. Doctrine of laches is in fact an application of maxim of equity "delay defeats equities." He further contended that a dispute which is stale could not be the subject matter of reference under Sec.10 of the Industrial Disputes Act, 1947. In support of his contention he also relied on a decision of the Apex Court reported in 2000(84) FLR page No.673 SCC between The Nedungadi Bank Ltd., Vs. K.P. Madhavakutty and others, wherein it was held that, "the dispute has been not agitated for a long time which is considered as a stale claim and it should not be taken into consideration. He also contended that the doctrine of delay and laches should not be lightly brushed aside. Relying on a decision of the Apex Court decided in the case of Chennai Metropolitan Water Supply and Sewerage Board and others Vs. T.T. Murali Babu, in Civil Appeal No.1941 of 2014 arising out of SLP (C) No.15530 of 2013, he contended that wherein it was observed that, "*A court is not expected to give indulgence to such indolent persons who compete with 'Kumbhakarna' or for that matter 'Rip Van Winkle'. Such delay does not deserve any indulgence.*" As per his contention if a man slept over the matter he is not entitled to get acquittal, though limitation is not a bar. This Tribunal should not interfere in the punishment awarded by the management when the Petitioner slept over the matter for years together. The Learned Counsel for the Petitioner contended that the decisions relied on by the Respondent is not applicable to the present case. He further contended that the Petitioner filed the mercy petitions before the authorities, but when the same were not considered by them, he took shelter in this Tribunal. In fact the Petitioner has to come to the court after a delay of about 20 years, after passing of the order of dismissal. The Petitioner was a chronic absentee. No satisfactory explanation has been given by the Petitioner about his absence in duty. If an employee will remain absent for months together in a disciplined Department like Railways, no authority can tolerate such an attitude of an employee. Therefore, the authority of the Railway Department has rightly passed the order of dismissal of service and no lenient view is required to be taken in the orders passed by the Respondents' management and as such there is no scope to interfere in the orders passed by the Respondents' management. Hence, the Petitioner is not entitled to any relief as claimed for.

Thus, Point Nos.I to III are answered accordingly.

ORDER

In view of the findings made above, the Petitioner is not entitled to get any relief. The petition is dismissed.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 29th day of January, 2019.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the	Witnesses examined for the
Petitioner	Respondent
Ww1: Sri V. Raghavaiah	MW1: Sri M. Jeevan Paul

Documents marked for the Petitioner

- Ex.W1: Photostat copy of medical certificate dt.29.7.1987
- Ex.W2: Photostat copy of medical certificate dt.29.8.1987
- Ex.W3: Photostat copy of medical certificate dt.10.5.1988
- Ex.W4: Photostat copy of medical certificate dt. 23.5.1988
- Ex.W5: Photostat copy of removal order dt. 14.7.1988 by 1st Respondent
- Ex.W6: Photostat copy of appeal of the Petitioner dt.10.9.1988 to 2nd Respondent
- Ex.W7: Photostat copy of order of the Appellate Authority dt. 26.4.1989
- Ex.W8: Photostat copy of review petition of WW1 dt.6.6.1989 to Respondent No.3

Ex.W9: Photostat copy of reminder lr.dt.21.12.1989 to R3

Ex.W10: Photostat copy of mercy petition dt. 29.4.2004 to R3

Ex.W11: Photostat copy of mercy petition dt.17.9.2004 to R4

Documents marked for the Respondent

Ex.M1: Attested copy of muster roll for the year 1985

Ex.M2: Attested copy of muster roll for the year 1986

Ex.M3: Attested copy of muster roll for the year 1987

Ex.M4: Attested copy of muster roll for the year 1988

MURALIDHAR, PRADHAN, Presiding Officer

नई दिल्ली, 27 फरवरी, 2019

का. आ. 363.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्कल ग्राम्य बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण भुवनेश्वर के पंचाट (संदर्भ संख्या 01/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27.02.2019 को प्राप्त हुआ था।

[सं. एल—12011/43/2009—आईआर (बी—1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 27th February, 2019

S.O. 363.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 01/2010) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bhubaneswar* as shown in the Annexure, in the industrial dispute between the management of Utkal Gramya Bank and their workmen, received by the Central Government on 27.02.2019.

[No. L-12011/43/2009—IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

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

INDUSTRIAL DISPUTE CASE NO. 01/2010

Date of Passing Award – 29th November, 2018

Between:

The Chairman, Utkal Gramya Bank,
Head Office, Bolangir (Orissa).

...1st Party-Management

AND

The General Secretary,
Utkal Gramya Bank Employees Association,
C/o. Utkal Gramya Bank, Head Office,
Bolangir.

... 2nd Party-Union

Appearances:

None

...For the 1st Party-Management

Shri Pulin Bihari Mishra, General Secretary

...For the 2nd Party-Union

AWARD

The Government of India in the Ministry of Labour has referred the dispute “whether the action of the management of Utkal Gramya Bank, Bolangir by remaining the services of Shri R.P. Panda, w.e.f. 7.11.2007 without appreciation of proper facts during domestic enquiry as a compliance to following the principles of natural justice, is legal and justified? Whether the punishment is proportionate to the offence caused by the workman and deserves to be reviewed? If not, to what relief the workman is entitled?” for its adjudication vide letter No. L-12011/43/2009 (IR(B-I), dated 07.01.2010, exercising his authority conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act (herein-after referred to as “The Act”).

2. Briefly stated, the case of the 2nd party-Union as emerges from its statement of claim, is that the workman Ram Prasad Panda joined in the 1st Party-Management Bank in its branch at Jimidipeta, Koraput as Clerk-cum-Cashier and he completed more than 22 years of service on 7.11.2007 when his service was terminated. On 11.7.2005 he came to the State Bank of India, Rayagada from his branch at Jimidipeta to bring cash remittance of Rs. 3 lakhs to meet the requirement of his branch as per the instruction of his Branch Manager. He came to the State Bank of India, Rayagada travelling his own motor cycle to bring the cash after obtaining due permission from the Branch Manager as it was not safe to carry heavy cash by availing the public transportation. While he was on his way to his branch after receiving the cash and keeping the same in his motor cycle dicky it was started raining. Since his house came on the way between his branch and the State Bank of India, Rayagada, he halted for a short time in his house to bring a rain coat. On return to his motor cycle after a few minute he found the dicky of his motor cycle broken and cash bag with the FBR safe key was stolen from the dicky. Hence, he lodged FIR immediately in the Rayagada P.S. and returned to the branch and reported the matter to the Manager in writing. The police investigation was ended with final report as the culprit could not be detected. Basing upon the said report of the police the Management claimed theft amount from the insurer. The amount of Rs. 2,64,000/- was compensated by the insurer whereas it was decided to recover the balance amount of Rs. 36,000/- from Shri Panda. When the amount of Rs. 18,000/- was already recovered from the monthly salary of Shri Panda, a charge-sheet was issued to him and a departmental proceeding was initiated. The balance amount having been paid and recovered, the disputant workman contested the departmental proceeding taking a stand that the employee cannot be punished or penalized in a departmental proceeding as it would amount to double jeopardy for the self and same alleged negligence of misconduct on the part of Shri Panda. It is, further, claimed by the 2nd party-Union that a departmental proceeding was not conducted in conformity to the principles of natural justice and provisions of the Standing Order. The defence advanced by the delinquent workman was not properly taken into consideration by the enquiry officer so also the disciplinary authority. Though, the evidence and materials laid before the enquiry officer did not establish any negligence or misconduct on the part of the workman for theft, the enquiry officer held the workman negligence of duty and guilty of misconduct and such finding was perverse and contradictory to the evidence and materials presented before him. That apart, it is the claim of the Union that the punishment of removal of service is shockingly disproportionate to the gravity of the alleged misconduct committed by Shri Panda. Thus, the Union has challenged the fairness of the departmental proceeding in the reference and made a prayer for reinstatement of the workman with back wages and all service benefits.

3. Refuting the allegations 1st Party-Management has resisted the claim taking a stand that keeping in view the nature of work entrusted to the disputant workman, he cannot be construed as a workman as defined under the Industrial Disputes Act. The disputant did not follow the requirement of guidelines and circulars of the Bank while bringing the remittance of cash from the State Bank of India, Rayagada to his branch at Jimidipeta. According to the 1st Party-Management the workman had no business to go for a brief halt in his house while being deputed for official transaction. The alleged theft was taken place due to his negligence of duty and on account of his failure to take necessary precautions as required in the guidelines/circulars of the Management. There was no violation of the principle of natural justice during the conduct of the departmental enquiry. It is stated by the Management that, Shri Panda was given all opportunities to defend his case in the departmental proceedings. As the workman admitted his fault in the said proceeding, there was no perverse finding by the enquiry officer. It is also the stand of the Management that there being theft of government money due to sheer negligence of the workman, the punishment of termination of service was proportionate to the gravity of the misconduct allegedly committed by the workman. As the departmental proceeding was conducted in a fair and proper manner and the workman was removed from service rightly on being found guilty of serious misconduct, there is no scope for the Tribunal to interfere in the action of the management.

4. On the aforesaid pleadings of the parties the following issues have been settled to adjudicate the dispute.

ISSUES

1. Whether the action of the Management of Utkal Gramya Bank, Bolangir by remaining the services of Shri R.P. Panda with effect from 7.11.2007 without appreciation of proper facts during domestic enquiry as a compliance to following the principles of natural justice, is legal and justified?

2. Whether the punishment is proportionate to the offence caused by the workman and deserves to be reviewed?

3. If not, to what relief the workman is entitled?

It is pertinent to mention here that after settlement of issues and filing of affidavit evidence of the disputant witness through examination in chief, the Management defaulted in its appearance for which it was set exparte. Besides, the sworn affidavit of its witness, the 2nd party-Union has filed documents like copy of the letter of Branch Manager, copy of the FIR, dated 11.7.2005, copy of the letter of the charge-sheeted employee dated 11.7.2005, copy of the memorandum dated 25.8.2005, copy of the imposition of charges dated 25.8.2005, copy of the Bank circular on cash remittance, copy

of instruction relating to cash lost in transit, copy of letter of charge-sheeted employee dated 25.8.2005, copy of the Management letter dated 3.10.2005, copy of the letter of charge-sheeted employee, copy of appointment of enquiry officer dated 7.11.2005, copy of the letter of the Management dated 10.11.2005, copy of the representation of charge-sheeted employee against letter dated 10.11.2005, copy of the letter Management letter dated 15.12.2005, copy of the letter of the Management dated 18.1.2006, copy of the representation of employee, copy of the letter of G.M. to withhold salary of the employee, copy of the representation of charge-sheeted employee dated 18.3.2006, copy of letter of the Management to recover money, copy of the letter of charge-sheeted employee on recovery of money, copy of the submissions of the P.O., copy of the submissions of Shri R.P. Panda, copy of the findings of the enquiry authority, copy of submissions of Shri R.P. Panda against the enquiry report, copy of letter of Shri Panda, on proposed penalty, copy of representation of Shri Panda against the proposed penalty, copy of imposition of penalty to Shri Panda, copy of submissions of Shri Panda on penalty, copy of the decision of disciplinary authority which are marked as Ext.-1 to Ext.-29.

FINDINGS

6. The oral evidence adduced by the Secretary of the Union is found to be a repetition of the pleadings advanced in the statement of claim. It appears from the pleadings and oral evidence of the Union as well as the documents relied upon by the 2nd party that there is no serious dispute to the fact of bringing cash remittance in the dicky of the motor cycle of the workman. It is not also in dispute that he had a brief halt in his house with the cash. The workman is stated to have left the cash inside the dicky box and went home to bring his rain coat. A duty was cast upon him at that time to take sufficient precaution as he left the cash in the dicky box of the motor cycle and the motor cycle was left being unguarded. Further-more the memorandum of the Bank under Ext.-7 does not permit an employee to proceed any place other than the destination of the branch while carrying cash for the remittance. The papers/documents filed by the Union do not disclose or suggest that the Bank is prohibited from initiating a departmental proceeding or taking a departmental action against its employee for theft of cash belonging to the Bank due to negligence of its employee and. even the same was compensated by the insurer or recovered from the employee for whose negligence Bank cash is stolen.

7. Thus, on a careful scrutiny of the uncontested oral evidence of the disputant workman and the pleadings advanced in the statement of claim it is seen that no allegation has been raised by the 2nd party to the effect that he was not given opportunity of being heard or he was not furnished with any documents/records on which the appointing/disciplinary authority had relied upon to prove his misconduct or he was not given scope to cross examine the departmental witness or he was not given scope to adduce his evidence or to put-forth his pleadings/arguments in the departmental enquiry. There was no serious challenge to the fairness of the departmental enquiry except other than a claim that the punishment of removal was shockingly disproportionate to the alleged misconduct proved in the departmental enquiry. Besides, it has been argued that no person can be punished twice for the self and same misconduct and the disputant workman having compensated the loss suffered by the Bank due to alleged theft should not be proceeded departmentally and dismissed from service.

8. In the case at hand the Management did not appear and contest the case after filing of its written statement and settlement of issue for which the oral evidence/testimony of the disputant workman remains unchallenged. No-where he has alleged that he was not given fair chance/opportunity in the departmental proceeding except stating that the punishment was extremely harsh in comparison to negligence of duty on his part. It is also emerging from the evidence of the 2nd party that the amount stolen was insured and the Bank could realize the amount from the insurer and the 2nd party-workman. There is admission by the 2nd party-workman that while carrying cash remittance in his motor cycle dicky he went home before proceeding to his branch. Cash was stolen from the dicky while the motor cycle was kept parked in front of his house. Hence, there was violation of guidelines issued by the Bank in regard to the precautions to be taken while carrying Bank remittance personally by an employee. That being the position and there being no evidence of unfairness on the part of the enquiry officer while conducting the departmental enquiry, finding of the enquiry officer in regard to the negligence committed by the 2nd party-workman cannot be said perverse. The finding seems to be in conformity with the materials produced in the departmental enquiry. Law is well settled that the Tribunal shall not act as an appellate forum while examining the fairness of the departmental proceeding and it shall not evaluate the evidence produced before an enquiry officer like an appellate forum except arriving at a conclusion that the findings of the enquiry officer is not perverse to the materials produced before him and any reasonable person would have arrived such conclusion on those materials though a different view can be drawn. Coming to the case at hand no such allegation has been raised and negligence of the 2nd party-workman is proved in the event of his proceeding to his house with the cash remittance which was not permissible under the circular and guidelines of the Bank. Finding of the enquiring authority in regard to the misconduct of the disputant workman is found to be sustainable.

9. That takes me to the next point which relates to punishment. It has been strenuously contended by the 2nd party-Union that the punishment of removal with superannuation benefit in the facts and circumstances of the alleged misconduct is shockingly disproportionate to the gravity of the alleged misconduct. It has been well settled in a catena of decisions that disciplinary authority and on appeal, the appellate authority are invested with the discretion to impose appropriate punishment keeping in view the magnitude or gravity of the misconduct. The High Court/Tribunal, while exercising the power of judicial review, cannot normally substitute its own conclusion on penalty and impose some other penalty, if punishment imposed by the disciplinary authority or the appellate authority seems to be against the conscience of the High Court/Tribunal. It would appropriately mould the relief, either directing the disciplinary/appointing authority to reconsider the penalty imposed or to shorten the litigation, it may itself in exception and rare case, impose appropriate punishment with cogent reasons in support thereof. Thus, it is well settled that if there had been an enquiry consistent with the rules and in accordance with the principles of natural justice, what punishment would meet the ends of justice is

a matter exclusively within the jurisdiction of the competent authority. If the penalty can lawfully be imposed on proved misconduct, the Tribunal has no power to substitute its own discretion for that of the authority. The adequacy of the penalty unless it is malafide or shockingly disproportionate is certainly not a matter for the Tribunal to concern with. Keeping the above principle in view if the facts and circumstances the findings of the enquiry officer and the gravity of the misconduct i.e. mistake/misdeed on the part of the 2nd party-workman and the facts that the financial loss suffered by the Bank in the alleged theft being adequately compensated are taken into consideration, it can be safely held that the alleged misconduct did not warrant a severe punishment like dismissal or removal from service. It cannot be over-sighted from the documents exhibited in the case as well as oral evidence that the matter of theft was reported to the police immediately and there was no materials or circumstances to suspect the involvement of the workman in the alleged theft. Further, it is in evidence that the Bank was compensated by the insurer for the major portion of the stolen amount. The rest amount was recovered from the 2nd party-workman before he was held guilty of misconduct. There was no past allegation of negligence for duty or any misconduct on the part of the 2nd party-workman though he was in service of 22 years in the Bank. He has stated to have gone to his house to pick up the rain coat as it was raining and this part of his evidence remains un-challenged. In the above back-drops the removal of the disputant with superannuation benefit seems to be highly disproportionate to the gravity of the misconduct on his part. Law is well settled that the Tribunal in exercise of its authority under section 11-A can interfere and it may itself impose appropriate punishment with cogent reason if the punishment is found disproportionate to the gravity of the misconduct and if the same shocks the conscience of the Tribunal. The 2nd party-workman was dismissed from service with effect from 07.11.2007 and in the meanwhile eleven years has been elapsed and it would not be appropriate for the Tribunal for directing the disciplinary/appellate authority to reconsider the penalty imposed. To shorten the litigation, in my considered view the punishment of removal with superannuation benefit is set aside and the same is substituted by stoppage of three increments with cumulative effect. Further, it may be mentioned here that the 2nd party-workman did not render any service to the Bank after his alleged removal and as such he shall be entitled to 50% of his salary from the date of his removal till his reinstatement within one month from the date of publication of the award. He is also entitled to other service benefits being deemed to be in continuous service. In case of any delay in implementation of the award the workman is entitled to 8% interest on the amount of his entitlement pursuant to the award and the interest would be chargeable from the date of publication of the award.

10. Reference is answered accordingly.

Dictated & Corrected by me.

B. C. RATH, Presiding Officer

नई दिल्ली, 1 मार्च, 2019

का.आ. 364.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सैन्ट्रल बैंक आफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बंगलोर के पंचाट (संदर्भ सं. 27/1993) को प्रकाशित करती है जो केन्द्रीय सरकार को

01.03.2019 को प्राप्त हुआ था।

[सं. एल-12012/80/1990—आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 1st March, 2019

S.O. 364.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 27/1993) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, Bangalore as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen, received by the Central Government on 01.03.2019.

[No. L-12012/80/1990 - IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIUBNAL-CUM-LABOUR COURT

DATED : 19th FEB 2019

PRESENT : Justice Smt. Rathnakala, Presiding Officer

C.R No. 27/1993

I Party

Sh. K S Vasudev,
6D, Pocket 'A',
Vikaspuri Extension,

II Party

The Regional Manager,
Central Bank of India,
No. 24, Crescent Road,

New Delhi – 110 018.

Bangalore – 560 001.

Advocate for I Party:

Mr. B.D. Kuttappa

Advocate for II Party:

Mr. Pradeep S Sawkar

AWARD

1. The Central Government vide Order No. L-12012/80/90-IR(B-II) dated 19.03.1993 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section2(A) of Section 10 of Industrial Dispute act, 1947 referred the following Industrial Dispute for adjudication :-

“Whether the claim of Sri K.S. Vasudev, formerly Asst. Security Officer in the Central Bank of India, that he was a ‘workman’ at the time of termination of his services by the Bank, is justified? If so, whether the action of the management of Central Bank of India in terminating his services was justified? What relief if any, is Sri K.S. Vasudev entitled to”

2. Pleadings are complete and both parties have adduced their evidence. IInd party examined four witnesses and marked Ex- M-1 to Ex M-35. Ist party examined himself as WW-1 and produced documents Ex- W-1 to Ex W-32. Written Arguments is placed on record by both the parties. The IInd Party disputed the status of their employee for recognition as a ‘workman’ under the provision of Industrial Dispute Act as he had worked as a Assistant Security Officer. On that workman issue was treated for adjudicated as preliminary issue.

3. The Ist party is held to be Workman under section 2(S) of the Industrial Dispute Act, 1947 vide order of this Tribunal dated 31.03.2005. The undisputed facts of this case is Ist party is a Ex-serviceman having previously worked at Reserve Bank of India as Assistant Security Officer, was terminated from the service during the period of Probation. Thereafter, He joined the service of the IInd Party as Assistant Security Officer w.e.f 04.05.1987. His service was terminated by the IInd Party Zonal Manager, Hyderabad w.e.f 03.05.1989. But his termination was not preceded by departmental enquiry.

4. The Ist Party challenges the action of the management on various grounds firstly, order of termination was issued by the Zonal Manager, Hyderabad who was neither his appointing authority nor disciplinary authority. Secondly, on the ground that the IInd Party without issuing charge sheet and without giving opportunity have violated the principle of natural justice. That apart, he has worked against a permanent vacancy, that being so the matter of his probation was of not much consequence. The concerned Regional Manager, Bangalore acted vindictively and arbitrarily since, the Ist Party was insisting to take suitable measure in the matter of security in the branches. His appointment order did not include list of his duties to be performed. The facilities like vehicle, telephone, accommodation essential for the performance of his job were not provided to him. As per the terms of his appointment, the bank may decide to terminate his appointment or choose to extend the probation period, and give further opportunity/time to the workman to attain the required standard. Accordingly, he had successfully qualified the orientation course meant for the security officers of the IInd Party as far as 24.12.1987 itself. Hence, his termination is erroneous, arbitrary, malafide etc.,

5. The counter case made up by the IInd Party is, the Ist Party was appointed as Assistant Security Officer in the bank’s Junior Management Grade Scale-I and he was an officer. As per the terms of the appointment letter Ex M-2 para 2 is the Central Bank of India Officers service regulations 1979 is applicable to him. His appointment order also stated that his confirmation in the bank service will also be subject to receipt of satisfactory report regarding his character and antecedents from the referees and its previous employer(s) and also the police authorities concerned. If the enquiries are not completed before his reporting to duty his appointment will be subject to receipt of satisfactory reports. In the event of any adverse report being received from the referees/ his previous employer(s) or police authorities his services are liable to be terminated without assigning any reason.

6. It is the further case of the IInd Party that, right from the date the Ist Party joined the service, he exhibited a sense of insolence towards his supervisory officers, he will not carry out his duty unless an order in writing was given. He gave memo to the Regional Manager personally and insisted for replies. The Regional Manager was his administrative head. His duty was to give advice to the Regional Manager regarding security aspects of the branches but his proposal on many occasion would be highly expensive and wholly out of proportion as a concerned business location of the branches. The permission of the landlord of the premises where the branch was located was also required for making structural alterations. He started complaining about the Regional Manager to the Chief Security Officer and other authorities, he knew the written order given to him by the Regional Manager. He was required to make surprise night visits/check the branches. But he failed to do so, his behaviour with his superiors was unbecoming of an employee of the bank. He refused to carry the assignment given to him by the Zonal Office. On one such occasion, assignment i.e., verifying and certifying the alarm system supplied by the M/s Security Electronics (P) Limited Secunderabad was to be handed over to another Assistant Security Officer of the Bank. On other occasion his service was required at Zonal Office from 23.05.1988. He received an advance of Rs. 2,000/- toward travel expenses but failed to report to the Zonal Office on the plea that he did not get train reservation. He refused to receive the letter of the Zonal Office dated 10.09.1988 asking him to improve his performance, he was unnecessarily argumentative and disobedient. Since, he was on probation in good faith and in the interest of the bank it is required to verify whether his performance as a probationer was up to mark it is essentially a managerial decision. The bank has taken the judicious decision to discharge him, taking into consideration overall performance of the Ist Party. His termination is well within the rules governed and

bonafide intention of power. Since, the action is not a retrenchment as defined under section 2(oo) of the Industrial Dispute Act no retrenchment compensation is paid to him.

7. The Ist Party has examined MW-1 their Deputy Manager, MW-2 Manager HRD, MW-3 the then Zonal Manager and MW-4 the then Regional Manager. MW-2 produced documents pertaining to appointment, confidential reports, termination order, the report from the previous employee i.e., Reserve Bank Of India pertaining to the Ist Party. However, he concedes during the cross examination that he had no personal knowledge about the Ist Party. MW-3 was the one who being the Zonal Manager of the Ist Party had written letter on 16.12.1987 to the Regional Office regarding his quarterly progress report (for the quarter of August 1987), and to counsel the Ist Party to improve his conduct, behaviour and work. He had also written another letter on 29.12.1987 to the General Manager, Central Office, Bombay regarding the behaviour of the Ist Party. According to this witness the behaviour of the Ist Party in implementing instructions of the superiors is far from satisfactory. During his cross examination it turned out that on the report of the Regional Manager (Ex M-9) he was instructed to give direction to the Ist Party to improve his performance.

8. MW-4 who was the author of Ex M-9 and also the then Regional Manager in his affidavit evidence had opined that, the security suggestions given by the Ist Party workman was not required for the branch having regard to the place and financial aspects of the said branch. The permission of the landlord to make structural alterations of the premises was also required. He being the Regional Manager had to decide all the aspects keeping in view the commercial viability. The Ist Party bypassing the proper channel started complaining about him to the chief security officer and other authorities, he also sought interview with the Chairman and Managing Director to complain about the alleged irregularities committed by the Zonal Office and Regional Office etc. The Ist Party also imputed motives against this witness and alleged harassment and passing false and frivolous orders against him. Several written orders issued to the Ist Party were ignored; when once asked to visit the Miller Road branch to view the security arrangements, the Ist Party created a big row with the Branch Manager misbehaved and threatened him. The Ist Party was deputed to Zonal Office for a short period to function in the place of the Assistant Security Officer at Hyderabad. He was relieved from the Regional Office on 21.05.1988, he also had received advance of Rs. 2,000/- but failed to report at Hyderabad on flimsy ground. He also failed to make surprise night visits/checks of branches, on the ground that car was not provided. In the performance report regarding the Ist Party, the Chief Manager reviewed the same and vide his letter dated 10.09.1988 urged him to improve his performance and his behaviour towards the superiors. The Ist Party read the contents of the letter but refused to receive the same; a show cause notice was issued in that connection. The Ist Party addressed memos to this witness in intemperate language.

During the cross examination MW4 states that, he assumed the charge of Regional Manager, Bangalore probably on 4th or 5th of August 1987, the confidential report (Ex M-9) pertaining to Ist Party for the quarter ending with August 1987. The reports marked against workman i.e., Ex M-9, Ex M-18, Ex M-24, Ex M-26, Ex M-31 to Ex M-34 were prepared by him based on the notes put up by the Personnel Department.

9. During his rebuttal evidence the workman himself testified that his duty was to visit various branches of Central Bank and to note the security lapses if any and send report to the Chief Security Officer and copies of the same to the Regional Office and Zonal Office of Hyderabad, but the security aspects were not looked into by the Zonal Manager and Branch Manager. He tried to assert himself that Regional Manager has become hostile to him and requested for an interview with the Chairman of the Branch several time and the same was not arranged by the Regional Manager.

In the considered opinion of this Tribunal the above assertion of the workman by itself taps the exact area of dispute between him and his superiors. It is an admitted fact between the parties that except giving his report about the security lapses in the branches of the concerned Zones, the workman had no power to command any more action in respect of the security lapses. Perhaps the ego conflict between him and his superiors calumniated in this dispute.

10. He has not challenged his previous termination during his probation from Reserve Bank of India. Ex M-6 is the letter of his previous employer i.e., Reserve Bank of India which reflects that *he had a short duration of 14 months of his probationary service, and his conduct and performance were not up to the expectation of the then employer and he was discharged from the bank's service.* It was a termination simplicitor on the earlier occasion at Reserve Bank of India. The order challenged by him in the present dispute is also of similar kind. For the action of the IInd Party of 1988, the evidence was adduced by the Management witnesses in the year 2007. The standard of evidence required in Industrial adjudication need not be in par with that of the criminal case before a Court of Law. Either it is also not for this Tribunal to sit over, the opinion formed by the employer against the workman during probation period. Admittedly it was not within the reach of the workman to effectuate any security system in the branch offices of the IInd Party. The lapses in security system highlighted by him can never be the ground for him to enter into the confrontation with the superiors.

As per the terms of his appointment order (Ex M-2) among other things following are :-

- (i) xxxxxxxxxxxxxxxxxxxx
- (ii) xxxxxxxxxxxxxxxxxxxx
- (iii) xxxxxxxxxxxxxxxxxxxx
- (iv) *You will be on probation for a period of two years. Your confirmation in the Bank will be subject to your making satisfactory progress during the probation period and attaining the standard required by the Bank, failing which, the Bank may decide to terminate the appointment or choose to extend the probation period to give you further opportunity and time to attain the required standard.*

- v) *Your confirmation in the Bank's service will also be subject to receipt of satisfactory report regarding your character and antecedents from the referees and your previous employer(s), whose names and addresses have been given by you in your bio-data submitted to the BSRB and also police authorities concerned. If the said inquiries are not completed before you join the Bank/become due for confirmation in the Bank, you will be appointed/confirmed in the Bank subject to receipt of satisfactory reports thereof. In the event of any adverse report being received from the referees/your previous employer(s) or police authorities, your services are liable to be terminated without assigning any reason. Two copies of the attestation form are enclosed herewith. Please return the same to us duly filled in and signed.*

11. The Apex Court in its judgment reported in AIR-1998 Supreme Court pg: 327 (Life Insurance Corporation of India vs Raghavendra Sheshagiri Rao) endorsed the similar stipulation in the letter of appointment about discharging an employee from service without notice or reason. Such termination was also held not a retrenchment under section 2(oo) of Industrial Dispute Act. Yet in another judgment reported in 1994(2) Supreme Court Cases pg: 323 (M.Venugopal vs Divisional Manager Life Insurance Corporation of India Machlipatnam and another) it was held that unsuitability of a probationer empowers the employer to terminate him from the service in accordance with the terms of letter of his appointment. By catena of judgments of the Higher Courts, now the legal position is, termination during the probation on non suitability of the employee will not fall under the category retrenchment as contemplated by section 2(oo) of the Industrial Dispute Act.

12. Report sent by the Zonal Manager to the Regional Manager citing specific instances against the workman is at Ex M-10. But the occurrence of these instances is not specifically controverted by the Ist Party. It is not the case of Ist Party that, the adverse reports were tailor made. Though the Ist Party has made effort to dilute the seriousness of the allegations made against him in the above reports he is not successful to convince the court that these report was the outcome of the personal vendetta of his superiors. It is his own case that, he wanted to complain against officers in the Zonal Office and Regional Office with the Chairman and Managing Director. That by itself would reflect on his attitude in bypassing his immediate superior officers.

13. That boils down to the point that, the service of the Ist Party was not to the satisfaction of his superiors and in accordance with the terms of his appointment order his service is terminated without attaching stigma for his future career. He has questioned the competency of the Zonal Manager in issuing his termination order. He reasons out that his appointment order was by the Assistant General Manager (PRS administrative).

It is from records that the Zonal Manager in accordance with the instruction of the Central Office dated 19.04.1987 (Ex M-36) terminated the services of the workman from the Bank on the satisfaction reached by the Regional Manager that the performance and conduct of the workman was below requirement. Therefore, there cannot be any technical flaw in termination order challenged in this dispute. I find no merit in the claim of the Ist Party workman.

AWARD

The reference is rejected. Ist Party workman is not entitled for any relief.

(Dictated, transcribed, corrected and signed by me on 19th February, 2019)

JUSTICE SMT. RATHNAKALA, Presiding Officer

नई दिल्ली, 1 मार्च, 2019

का.आ. 365.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आन्ध्रा बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (संदर्भ सं. 15/2008) प्रकाशित करती है जो केन्द्रीय सरकार को 01.03.2019 को प्राप्त हुआ था।

[सं. एल-12011/7/2008-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 1st March, 2019

S.O. 365.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 15/2008) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, Bhubaneswar as shown in the Annexure, in the industrial dispute between the management of Andhra Bank and their workmen, received by the Central Government on 01.03.2019.

[No. L-12011/7/2008-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR**

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

INDUSTRIAL DISPUTE CASE NO. 15/2008

Date of Passing Award – 22nd November, 2018

Between:

The General Manager,
Andhra Bank, HO. Dr. Patabhi Bhavan,
Saifabad, Hyderabad – 500 004.

...1st Party-Management

And

The General Secretary,
Orissa State Andhra Bank Employees' Union,
Hanuman Bazar, Berhampur – 760 002,
Dist. Ganjam, Orissa.

... 2nd Party-Union

Appearances:

M/s. C. Anand Rao, Advocate

...For the 1st Party-Management

M/s. Manoranjan Das, Advocate

...For the 2nd Party-Union

AWARD

Exercising its authority conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act (herein-after referred to as "The Act") the Government of India, in the Ministry of Labour & Employment have referred the dispute vide letter No. L-12011/7/2008 – IR(B-II), dated 01.04.2008 "whether the Management of Andhra Bank is justified in denying the benefit of notional pay fixation and other legal service benefits linked to continuous, uninterrupted service to 27 workmen (as per list attached) is legal and/or justified? If not, what relief the workmen are entitled to?" for its adjudication.

2. Bereft of unnecessary details the case of the 2nd party-Union as pleaded in the statement of claim is that the disputant workmen named in the reference were employed temporarily in sub-staff cadre in various branches of the Management-Bank in Odisha and they worked years together temporarily without any incremental wages and other service benefits usually extended to a regular employee. The disputants were selected and empanelled in terms of rules and guidelines of the recruitment process of the Bank keeping in view the terms and conditions of the bipartite settlement dated 9.1.1995 between the management-Bank and All India Andhra Bank Employees Union. It is the claim of the Union that the workmen were not recruited/absorbed permanently in the vacancies against which they were appointed temporarily with an ulterior motive to deprive them to avail higher wages and other service benefits which are usually extended to a regular employee though, regular vacancies were available in the sub-staff cadre for their permanent absorption. Such long continuation of the disputant workmen in temporary sub-staff cadre is an unfair labour practice as provided in the industrial dispute Act. According to the Union the clause 20.8 of the bipartite settlement dated 19.10.1966 provides that a temporary workman may be appointed to fill up a permanent vacancy and such temporary appointment shall not exceed to a period of three months during which the Bank shall make arrangement for filling up the vacancy permanently. If such a temporary workman is eventually selected to fill up the vacancies his period of temporary engagement shall be taken into account as a part of his probationary period. The disputants were engaged for more than 240 days in a calendar year during the period of their temporary appointment and most of them had to work years together without being recruited and appointed permanently. As a result they had to begin their career in the initial pay scale even though most of them worked five to ten years as temporary sub-staff. Such temporary period of service is not also counted for the purpose of gratuity and pensionary benefits. As the disputants were forced to continue as temporary sub-staff in the vacancies against which they were subsequently absorbed, the period of their temporary services should have been counted as a probationary period and their pay should have been fixed with grant of notional increment for the period of their temporary services. When the Management-Bank refused to accept the demand of the Union to give incremental wages and other perks for the temporary period of engagement, a dispute was raised before the labour machinery. Attempt of conciliation having been failed in the matter the dispute has been referred to for its adjudication. In the claim statement a demand has been made for allowing incremental wages and other perks, which are usually extended to a regular sub-staff to the disputant workman for the period of their temporary engagement. It is also claimed that such period should be taken into consideration for the purposes of gratuity and pensionary benefits.

3. Refuting the claim of the Union the 1st Party-Management has challenged the maintainability of the reference as well as the merit of the claim put-forth by the disputants. It is his stand that the disputants were empanelled for their

absorption against permanent vacancies of sub-staff cadre, when such vacancies could be available and the panel was to valid till absorption of the last candidate in the panel. The selection and empanelment was made pursuant to a bipartite settlement dated 9.1.1995. As per the Clause-7 read with Clause-4 of the said settlement the temporary employees who were empanelled as such, was not be entitled to any service benefits during the period of their temporary services and such empanelled temporary employee shall be absorbed in the permanent services of the Bank as and when vacancies were identified by the Bank. Such candidates are not entitled to any arrear of wages and back dated weightage in seniority as per the settlement. Clause 8(c) of the settlement on which emphasis was led by the 2nd party-Union requires that the Bank would engage the services of empanelled candidates under the settlement along with already existed panel candidates, if any, in leave vacancies in their respective districts by rotation basis for a maximum period of thirty days at a stretch till such time/the scope for their absorption arises. According to the Management the disputants were empanelled and given engagement on rotation basis for temporary period against certain temporary vacancies arising due to different reasons. As per the terms of the settlement and appointment letters issued to the disputants they are only entitled to all service benefits perspectively from the date of their joining in permanent jobs. The disputants accepted their absorption knowing fully that the service rendered by them in the temporary sub-staff cadre shall not be counted as service for any other purposes except than for payment of gratuity. According to the Management-Bank the disputants are not entitled to any benefits claimed by them and they are stopped to raise such demand or dispute for the service benefits for the period of their temporary engagement.

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

ISSUES

1. Whether the reference pertaining to multiple facts/disputes with multiple prayers in respect of 27 workmen in a single case can be entertained and is maintainable when all these 27 workmen have different types of claims and are working in different branches spreading over the entire state of Orissa?
2. When the cases of same facts and prayers of a number of beneficiaries are pending adjudication in or withdrawn/dismissed by the Hon'ble High Court of Orissa, whether again the same facts with same causes of action can be taken into consideration and taken up in the present forum?
3. Whether the claim of the workman Shri Abhimanyu Das is barred by principle of resjudication as stated in Para-28 of the written statement.
4. Whether the Management of Andhra Bank is justified in denying the benefit of notional pay fixation and other legal service benefits linked to continuous, uninterrupted service to 27 workmen (as per list attached) is legal and/or justified?
5. If not, what relief the workmen are entitled to?

The parties have led oral as well as documentary evidence in support of their respective claim. Besides examining three disputant workmen and two office bearers of the Union the 2nd party-Union has relied upon the documents like copy of the interview call letter, copy of the appointment letter issued to the workman, copy of the statement showing the work done by the workman, copy of the list of the empanelled employees, copy of the appointment letter issued to the workman, copy of the statement showing days worked by the workman, copy of the statement showing the days work done by the workman, copy of circular bearing No. 455, dated 2.11.1988, copy of the settlement dated 9.1.1995, copy of approach paper bearing No. F-3/3/104 dated 16.8.1990, copy of the extract of the bipartite settlement dated 19.10.1966, which are marked as Ext.-1 to Ext.-11 to establish their case. On the other hand the Management has examined its Senior Manager as M.W.-1 and filed copy of the OJC No. 4222 of 2001 filed by Mr. P.K. Malla, copy of the affidavit dated 17.1.2003 of Mr. P.K. Malla, copy of the order dated 28.1.2002 passed in O.J.C. No. 4222 of 2001, copy of the OJC No. 4212 of 2001 filed by Mr. A. Barik, copy of the order dated 28.1.2003 passed in OJC 4214 of 2001, copy of OJC No. 4223 of 2001 filed by Mr. P. Behera, copy of the order dated 30.1.2003 passed in OJC No. 4223/2001 filed by Mr. P. Behera, copy of the award dated 12.4.1997 passed in I.D. Case No. 06/1992 filed by Mr. P.K. Nanda, copy of OJC No. 4221 of 2001 filed by Mr. P.K. Nanda, copy of award dated 24.7.1977 in I.D. Case No. 27/1993 filed by Mr. H.K. Nayak, copy of joint petition filed in I.D. Case No. 27/1993 filed by Mr. P.K. Nayak, copy of OJC No. 4218 of 2001 filed by Mr. H.K. Nayak, copy of order dated 10.1.2003 passed in OJC No. 4217/2001 filed by Mr. B.K. Swain, copy of joint petition filed in I.D. Case No. 3/1997 filed by Mr. A. Das, copy of OJC No. 4213 of 2001 filed by Mr. A. Das, copy of OJC No. 11859 of 2000 filed by Mr. R.C. Behera and 04 others, copy of undertaking letter dated 1.5.1997 of Mr. R.C. Behera, copy of OJC No. 4219 of 2001 filed by Mr. K.C. Nayak, copy of OJC No. 4216 of 2001 filed by Mr. B.K. Dakua and copy of OJC No. 11794 of 2000 filed by Mr. G. Routray which are marked as Ext.-A to Ext.-W to refute the claim of the Union.

FINDINGS

6. For the sake of convenience all the issues are taken for consideration simultaneously since they are inter-related to each other.

The first point of dispute is with regard to the maintainability of the reference in view of the stand and contention raised by the Management that writs were preferred earlier by some of the disputants claiming self and same relief raised in the industrial dispute and the writs either having been dismissed on contest or being withdrawn this Tribunal lacks jurisdiction to adjudicate the dispute in view of law of resjudicata. Filing a copy of the judgement of the Hon'ble High Court of Andhra Pradesh in W.P. No. 20764/2000 and W.P. No. 22061/2000 the learned counsel for the Management

has also argued at length that the issues raised in the dispute were also the subject matter of the writ disposed of by the Hon'ble High court of Andhra Pradesh. According to the learned counsel the employees of subordinate staff cadre in the branches of the Management-Bank located in the state of Andhra Pradesh had also demanded incremental wages and other service benefits for the period of their temporary employment before they were absorbed against permanent vacancies and filed the writ. The said writ having been dismissed on contest is a binding force to the Tribunal and no different view/stand can be taken by this Tribunal other than the view taken by the Hon'ble High Court of Andhra Pradesh.

7. On the other hand, the authorized representative of the 2nd party-Union has strenuously contended that the facts and circumstances under which the writs were preferred in the Hon'ble High Court of Orissa as well as in Andhra Pradesh are not identical to the facts and circumstances of the present case. The pleadings and the reliefs sought in those writs are not identical to the pleadings and relief sought in the present industrial dispute. Referring to the principle set out by the Hon'ble Apex Court and observations made by the Hon'ble Court in the case between Sarguja Transport Services – versus- State Transport Appellate Tribunal, M.P. equivalent citation 1987 AIR 88 (1987) SCR(1) 200 and in the decision of Gulabchand Chhotalal Parikha –versus- State of Bombay 1965 AIR 1153, 1965 SCR (2) 547 and other citations argument has been advanced by the counsel of the Union that withdrawal of the writ petitions filed in a High Court without permission to file a fresh writ petition may not a bar for other remedies like suit or a petition under Article 32 of the Constitution since such withdrawal does not amount resjudicata. The general principles of resjudicata and any previous decision on a matter in controversy decided after full context or after affording fair opportunity to the party to prove their case by a court competent to decide it will operate as a resjudicata in a subsequent regular suit. It has been further argued that the case like disputes regarding wage structure, service conditions etc. which arise due to circumstantial change and new situations may not be barred by the rule of resjudicata. The industrial dispute having been raised under a special statute cannot be barred on the principle of resjudicata due to dismissal of the writs on the same and self matter since it is well settled that the special law over-rides the general law.

8. Keeping in view the rival submissions as described above and on examination of the writ applications filed and exhibited by the Management-Bank and the judgment of the Hon'ble Andhra Pradesh High Court in W.P. No. 20764 and 22061/2000 it is found that the writ before the Hon'ble High Court of Andhra Pradesh was preferred in the facts and circumstances in which the applicants had an apprehension of being disengaged from their temporary employment in the Bank and made a prayer for regularization of their services in sub-staff cadre along with a prayer for incremental wages and service benefits for the period of their employment in temporary cadre. Taking into consideration of the bipartite settlement and recruitment circulars and service rules of the Bank, the Hon'ble High Court of Andhra Pradesh dismissed the claim of regularization/permanent absorption of the writ applicants. The Hon'ble High Court had not given any findings on other issues of service benefits as raised in the writ. Hence, the submission advanced by the learned counsel for the Bank that the order and finding of the Hon'ble High Court of Andhra Pradesh is an embargo or a restraint to this Court from taking a different view than the view taken in the order is not acceptable and the same has no substantial force to decide the fate of the present reference. Similarly the writs preferred in the Hon'ble High Court of Orissa having been either withdrawn or dismissed without contest is not a resjudicata to adjudicate the dispute since the writs were not decided on full contest or after affording a fair opportunity to the parties to prove their case. Further, the pleadings and reliefs advanced in those writs are not totally identical to the pleadings and reliefs sought in the present reference. That apart, issues involved in the writs do not seem to be identical to the issues involved in the present dispute. Those writs seem to have been preferred in different context and mostly with a prayer for a direction of regularization of services of the writ applicants or quashing the orders by which the applicants were disengaged or the services of the applicants were terminated.

9. In those writs the prayer for extending service benefits for the period of temporary employment seems to have been sought as an ancillary keeping in view the prayer made for their absorption or reinstatement or restraining the Bank from retrenching them. The above conclusion can be safely drawn from the observation of Hon'ble High Court of Andhra Pradesh in the order which is as follows:-

“in the circumstances above there appears no basis for the apprehension of the petitioners that they would not be absorbed in terms of the settlement dated 9.1.1995 or would be disengaged forthwith irrespective of the availability of leave vacancies in the districts to which each of the petitioners respectively belonged. The petitioners claim for immediate absorption has also no basis in the settlement”.

Hence it can be safely be held that the demands raised in the present dispute was neither a point of main controversy between the parties in the writs preferred either in the Hon'ble High Court of Orissa or High Court of Andhra Pradesh nor the said issue was decided by the Hon'ble High Court on a contest or by giving a fair opportunity of being heard to the petitioners. The issue of service benefits for the period of temporary employment was not decided by the Court. Hence the order of dismissal passed by the Hon'ble Courts in those writs does not seem to be a bar to this Tribunal to adjudicate the present reference.

10. Coming to the argument on point of estoppel advanced by the learned counsel for the Bank it may be stated here that the disputants were not either party to the settlement individually or the said settlement can estopped the 2nd parties from raising a fresh dispute on service condition, if such service condition is adversely affects the right of a workman protected under other provisions of industrial disputes Act or any other law including the provisions of constitution. That apart, it cannot be over-sighted that the power given to the Industrial Tribunal and Labour Court under section 30 is very wide and the affirmative action mentioned therein is inclusive and not exhaustive. That apart, it is well settled that employees like badlies, casuals or temporaries are to continue as such for years, with the object of depriving them of the

permanent status and privileges of permanent employees is an unfair labour practice on the part of the employer under Item 6 of the Schedule-IV. Once such unfair labour practice on the part of the employer is established in the complaint, the industrial and labour courts are empowered to issue preventive as well as positive direction to an erring employer (Unmrala Gram Panchayat –versus- The Secretary, Municipal Employee Union) Civil Appeal No. 3209-3210 of 2015 arising out of S.L.P(C) 7105-7106 of 2014). For the reasons and discussions made above the argument advanced on behalf of the Management on the issue of maintainability of the reference has no force and accordingly it is answered in favour of the 2nd party-Union.

11. Coming to the point of merit of the claim put-forth by the 2nd party-Union it is seen from the evidence and pleadings of the parties that there is no serious dispute to the facts that in exigencies of work or whenever there was increasing work load or occasions when permanent sub-ordinate staff proceeded on leave the Managers of the branch of the Management Bank used to engage persons to cope up the increasing work load or to fill up the leave vacancies on temporary basis. This resulted in industrial disputes claiming regularization of services of employees engaged temporarily as mentioned above. Consequently an approach paper was evolved as a one-time measure and a scheme was introduced keeping in view the demand raised by the Union of the Bank employees. There is also no serious dispute to the fact that a bipartite settlement dated 9.1.1995 was entered into between the Management-Bank and All India Andhra Bank Employees Union. According to the terms of the said settlement the disputants workmen were selected and empanelled along with already paneled candidates for their recruitment and appointment against permanent sanctioned vacancies. It was agreed that the Bank would utilize the services of the empanelled candidates initially in leave vacancies/temporary vacancies as and when they arise in branches in the district to which they belong. The Bank would consider regularization of the services of such temporary sub-staff only as and when regular vacancies arise as per their seniority in the panel and subject to the rules regarding reservation for SC/ST/OBC. The disputants are stated to have worked continuously for a substantial period even in most of the cases for five to ten years temporarily before they are being absorbed or appointed in regular basis. Undisputedly the above disputant employees were only provided monthly wages at the rate of the initial basic pay scale without any other service benefits which are usually extended to a regular employee. It is also emerging from the pleadings and evidence of the parties that the disputants worked for more than 240 days continuously in each calendar year for the period of their temporary employment before their absorption in permanent sub-staff cadre. The disputants were given appointment in the initial pay scale of the sub-staff cadre when they were recruited/appointed against permanent/sanctioned vacancies. They were denied increment or incremental ages and other allowances and benefits for the period of their temporary employment when they are allowed to join in permanent vacancies.

12. It is the claim of the 2nd party-Union that since the disputants were employed continuously in sub-staff cadre with some artificial break/intermittent break in service till they were given permanent appointment, their appointment would be adhoc and the same would be counted as probationary period as defined on account of they have been eventually selected for filling up the permanent vacancies keeping in view the clause 20.8 of the Classification of Employees. It is the contention of the learned counsel for the 2nd party-Union that an employee is entitled to all service benefits including increment/incremental wages for the probationary period and as such the disputant employees are entitled to arrear incremental wages and other allowances for the period of their temporary employment or at least their pay shall be fixed with notional increment when they were given appointment against permanent employment. It is also claimed and argued that such period of temporary employment shall be counted for the purpose of retiral/pensionary benefits. The claim and argument of the 2nd party-Union was vehemently opposed and refuted by the Management with a contention that neither the service rules of the Management-Bank nor the bipartite settlement including the settlement of 1995 permit the disputants workmen or the 2nd party-Union to raise such claim. The settlement of 1995 clearly indicates that the disputants are not entitled to any service benefits usually extended to a regular employee except the wages at the rate of initial basic pay of a sub-staff cadre. As per the terms of settlement they cannot also claim weightage in seniority. The disputants having accepted the above terms and conditions of the settlement agreed to be empanelled for their absorption against future vacancies and they joined in the Bank having accepted such terms and conditions in their appointment letter. As such neither any back wages and allowances can be provided to them for the period of their temporary employment nor their pay can be fixed at the initial stage of their joining with notional increments for the period rendered as temporary sub-cadre staff.

13. Coming to the pleadings and evidence of the parties on this aspect of argument it is seen that there is no serious dispute to the fact that the 27 number of disputants worked years together as temporary sub-cadre staff in various branches of the Management-Bank and some of them had worked about 5 to 10 years in such capacity. They were given wages at the rate of initial pay scale of a sub-staff employee. They were neither given any increment or any service benefit in those periods of temporary employment. They were given initial pay scale while being absorbed without any addition of notional increment for the temporary period of their temporary employment. The Management has not also seriously challenged the assertion of the 2nd party-Union in regard to the claim of the disputants working continuously for 240 days in each calendar year. At the same time it has been deprecated by the 2nd Party-Union that the disputant workmen were having some artificial break in their temporary engagement during those period of temporary jobs. It is well settled that long period of temporary engagement of a workman without his service being regularized is always deprecated by the settled principles of law as well as the same being treated as unfair labour practice under the provisions of the industrial disputes Act provided such long continuance in temporary employment is without any reason. In the case at hand the Union claims that permanent vacancies or sanctioned posts in sub-staff cadre were available and the Management did not absorb the disputants deliberately to deprive them from service benefits including retiral benefits. On the other hand, it is the stand of the Management that no permanent/sanctioned vacancy was available for immediate absorption of the disputants for which the disputants were engaged either against leave vacancies or temporary jobs

created in exigencies to meet the work load at different branches. It is well settled that the party, who asserts the matter is legally bound to prove the same. In the case at hand the Union has not produced any credible evidence or documents to show that any sanctioned/permanent post was kept vacant for a long period without any attempt to fill up the posts from empanelled list. The Union could have moved the Tribunal and compelled the Management to produce the list of vacancies arisen in each year and established that posts could have been filled up by the Management by absorption of the disputants. Hence, by mere oral assertions and evidence of the 2nd party-Union it cannot be believed that the Management made the disputants to work in temporary capacity even though sanctioned vacancies were available. Be that as it may, long continuance of the disputants in temporary sub-cadre cannot be termed as unfair labour practice in the instant case. Rather, the Union/disputants should be highly obliged to the Management for adjusting them against temporary vacancies for a continuous period till their turn came to be absorbed against permanent vacancy. Coming to the claim on weightage of seniority or incremental wages it may be stated here that the learned counsel for the 2nd party-Union has relied upon the pronouncement of the Hon'ble High Court of Himachal Pradesh in the case of Ramesh Chand –versus- State of Himanchal Pradesh and another (CWP(T) No. 10026/2008 and in the case of Paras Ram –Versus- State of Himanchal Pradesh and another (CWP(T) No. 7712/2008) and argued that the Management-Bank is under obligation to count the temporary period of service of the disputants for the purpose of annual increments and re-fixation of their pay accordingly at the time of joining of the disputants against a permanent vacancies. On a close reading of the pronouncement it is apparent that the facts and circumstances of the cited cases are totally different than the controversies involved in the present case. In the cited case the employee was appointed on adhoc basis before his absorption against the post on which he was given adhoc appointment. His appointment was continuous without any break. In the case at hand the disputants were having intermittent/artificial break though they were allowed to work for more than 240 days continuously in a calendar year as defined under section 25(b) of the Industrial Disputes Act. They were not engaged/employed against any permanent/sanctioned vacancies continuously for the period of their temporary engagement. They were not also absorbed against the post for which they were engaged temporarily. Their appointment was not adhoc and it was temporary. The term of temporary employment is not synonymous to the term adhoc appointment. Hence, the principle set out by the Hon'ble High Court of Himanchal Pradesh is not applicable to the present facts and circumstances.

14. The service benefits for the temporary employment are claimed on the basis of principle of equal pay for equal work. The above principle has been adequately explained and crystallized and sufficiently reiterated on a catena of the decisions of the Hon'ble Apex Court. It is well settled that equal pay must depend upon the nature of work done. It cannot be judged by mere volume of work. There may be qualitative difference as regard to reliability and responsibility. Functions may be the same but the responsibility makes a difference. It cannot be over-sighted that responsibility, reliability and confidentiality given to a permanent employee cannot be equated with the responsibility, reliability and confidentiality given to a temporary employee. That apart, the terms and conditions of the bipartite settlement cannot be ignored in which it was decided that no weightage would be given on the temporary period of service rendered by the disputants.

15. Further, it has been contended by the authorized representative of the Union that keeping in view the meaning of "probationer" as classified in the service rules and the provisions of clause 20.8 of the settlement of 1966 a temporary workman if eventually selected for filling up the vacancies, the period of his temporary appointment shall be taken into account as part of his probationary period. An employee on probation is entitled to all the benefits like incremental wages and as such the disputants are entitled to all the benefits like incremental wages and as such the disputants are entitled to service benefits for their period of temporary engagement and they are entitled at least to an incremental pay prospectively on the date of their joining in the permanent post. On a close reading of the definition of "probationer" and "temporary employment" as well as the terms and conditions of different bipartite settlement it is difficult to agree with the contentions advanced by the authorized representative of the Union. The temporary employee cannot be equated with that of a probationer in view of description and narration made in classification of employees as well as the term of 20.8 of the bipartite settlement 1966. Thus, the period of "temporary engagement" of the disputants cannot be termed as period of "probationer".

16. Now coming to the point of pensionary benefits for those period of temporary engagement it is the contention of the learned counsel for the Management-Bank that the disputants were not entitled to any pensionary benefits for the period of their temporary engagement. In this regard the terms and conditions of the bipartite settlement of 1995 is clear. Counting of the said period cannot be taken for the purpose of pension also except for gratuity. This argument is strongly refuted by the representative of the Union basing upon the theory of legitimate of expectation.

17. The disputants workmen were selected and empanelled as per the bipartite settlement of 1995 on account of they having eligibility to hold the posts in sub-staff cadre. It is in evidence that they were initially empanelled for their appointment against temporary vacancies of sub-staff cadre after their names were sponsored by the employment exchange. No dispute has been raised by the Management to the effect of their disqualification to hold the post of sub-staff cadre. Having been properly selected and empanelled under a scheme i.e. in terms of the settlement of 1995 they are said to have been qualified and eligible for the post of sub-cadre. It has been claimed that each of them worked continuously for 240 days in each calendar year for the period of their temporary engagement. In the case of workmen of American Express International Banking Corporation –versus- Management of American Express International Banking Corporation, AIR 1986 SC 458 it has been ruled that continuous service is to be counted by including Sundays and other holidays, sickness or authorized leave and absence due to accident for strike which is not illegal or cessation which is not due to any fault on the part of the workman. The Management-Bank has failed to produce any materials on record of the case to indicate that the disputants had not worked continuously for 240 days in a calendar year. Thus, they are said to have worked continuously for the period of their temporary engagement before they were absorbed against permanent

vacancies. Though, the bipartite settlement provides that the disputant workmen are not entitled to any service benefits for the period of their temporary appointment, the same cannot deprive them from any benefit to which they are lawfully and legally or constitutionally entitled to. In this regard the principles set out by the Hon'ble Apex Court as well as different High Courts can be taken into consideration. It is well settled by the Hon'ble Apex Court in a catena of decisions that right to receive pension is recognized as a right to property. It is a social security plan consistent with social economic requirement of the Constitution. It has been observed by the Hon'ble Apex Court that pension is not a charity or bounty nor it is a conditional payment solely depending on the sweet will of the employer. It is earned for rendering a long and satisfactory service. It is in the nature of deferred payment for the past services as it is a right attached to the office and cannot be denied arbitrarily. Their lordships of the Hon'ble Supreme Court in 1996 (7) SCC 113 in the case of Yashwant Hari Katakhar –versus- Union of India and others have held that “in absence of materials on record to show as to why the employee had not been permanent despite putting in all most 18 and half years of service, he would be deemed to be permanent, hence is entitled to pension”

18. In the case between Ramesh K. Sharma and another –versus- Rajasthan Civil Services & Others reported in 2001 (1) SCC 637 their lordships of the Hon'ble Supreme Court have held that in the service jurisprudence a post could be temporary or it could be permanent at a definite period to meet to a definite contingency. If an incumbent is appointed after due process of selection either to a temporary post or on permanent post and such appointment not being either a stop gap or fortuitous could be held to be substantive basis. Their lordships of the Hon'ble Supreme Court have held in the case State of Jharkhand and others –versus- Jitendra Kumar Srivastava and another reported in 2013 (12) SCC 210 have held that gratuity and pension are not bounties. This right to property cannot be taken away without the due process of law since an employee earns these benefits by dint of his long, continuous, faithful and unblemished service. In the case of Brahmopal Singh –versus- State of Uttarakhand and another the Hon'ble High Court of Uttarakhand held that continuous period of work-charged in temporary capacity shall be counted for pensionary benefits keeping in view the fact of petitioner's service on worked-charged status followed by regularization. Keeping the above facts and settled principles in view it must be opined that the period/years of temporary service rendered by the disputants have to be counted for the purpose of pension and pensionary benefits only. In view of the principles and decision given by the Hon'ble Apex Court and different High Courts as narrated above the arguments advanced by the Management cannot be accepted. The provisions of Gratuity Act mandate that the disputant workmen are entitled to gratuity for the period of their temporary appointment. There is no specific term or condition in the settlement denying pensionary benefit to the disputants for their period of continuous temporary engagement. It is emerging from the pleadings and evidence of the parties that most of the disputants workmen were engaged temporarily for years together continuously before their absorption while being continuously working as temporary sub-staff. Their such continuous service cannot be ignored for the purpose of pension and pensionary benefits in view of the stand taken by the different courts as mentioned above on counting of period of service of a daily wage before his absorption for the purpose of pension and pensionary benefit. Hence, I am of considered view that the period of continuous temporary service of the disputant before their absorption shall be counted for the purpose of pension and pensionary benefits.

19. For the reasons discussed above, it can be safely held that the disputants are entitled to pensionary benefits for the period of their continuous temporary employment/engagement prior to their absorption provided such continuous engagement was 240 days in a calendar year in conformity to the provisions of Section 25(b) of the Act.

20. The reference is answered accordingly.

Dictated & Corrected by me.

B. C. RATH, Presiding Officer