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प्राधिकार से प्रकाशित
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No. 43] NEW DELHI, NOVEMBER 15—NOVEMBER 21, 2020, SATURDAY/KARTIKA 24—KARTIKA 30, 1942

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
(राजस्व विभाग)

नई दिल्ली, 14 अक्टूबर, 2020

का.आ. 1018.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में राजस्व विभाग के अधीन आयुक्त, केन्द्रीय माल एवं सेवाकर तथा केंद्रीय उत्पाद शुल्क का कार्यालय, नागपुर-II जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्य साधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[फा. सं. ई-11017/3/2017-हिन्दी-2 डीओआर]
डॉ. सतीश चन्द्र, निदेशक (राजभाषा)

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, 14th October, 2020

S.O. 1018.—In pursuance of sub rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976, the central government, hereby notifies, Office of The Commissioner CGST Central Excise & Custom, Nagpur-II, where more than 80% staff have acquired the working knowledge of Hindi.

[F. No. E-11017/3/2017-Hindi-II DOR]

Dr. SATISH CHANDRA, Director (OL)

सीमा शुल्क प्रधान आयुक्त का कार्यालय

विशाखापट्टनम, 28 अक्टूबर, 2020

संख्या 02/2020 (एन टी) (विशाखापट्टनम)

विषय : विशाखापट्टनम पोर्ट ट्रस्ट के वेस्ट क्वी घाट संख्या 7 एवं वेस्ट क्वी घाट संख्या 8 को सीमा शुल्क क्षेत्र घोषित करने के संदर्भ में

का.आ. 1019.— सीमा शुल्क अधिनियम 1962 (52) की धारा ८ उपधारा (अ) के तहत प्रदत्त अधिकारों का प्रयोग करते हुये मैं, डॉ. डी. के. श्रीनिवास, सीमा शुल्क प्रधान आयुक्त, विशाखापट्टनम, विशाखापट्टनम पोर्ट ट्रस्ट द्वारा उनके पत्र संख्या ITRA/SHP/FCUS दिनांक 06.10.2020 के माध्यम से किए गए अनुरोध पर संलग्न रेखा चित्र के अनुरूप 18788 वर्ग मीटर क्षेत्र को कंटेनरीकृत कार्गो को छोड़कर आयात एवं निर्यात किए जाने वाले वस्तुओं के लदान एवं उतारने हेतु उचित स्थान के रूप में मान्यता प्रदान करता हूँ।

साथ ही, सीमा शुल्क अधिनियम 1962 (52) की धारा 8 उपधारा (ब) के तहत प्रदत्त अधिकारों का प्रयोग करते हुये मैं, उक्त घाटो एवम उनसे लगे निश्चित माप के क्षेत्रों एवम संलग्न चाहरदीवारी की सीमा एवम परिसीमा निम्नवत विनिर्दिष्ट करता हूँ :

<u>वेस्ट क्वी घाट संख्या 7 की माप :</u>	<u>वेस्ट क्वी घाट 8 की माप :</u>
1. लंबाई- 280 मीटर	1. लंबाई- 280 मीटर
2 चौड़ाई – 33.5 मीटर	2 चौड़ाई – 33.6 मीटर
3. गहराई- 16.1 मीटर	3. गहराई- 16.1 मीटर

उपरोक्त सीमा शुल्क क्षेत्र का धारा ८ (ब) के अंतर्गत परिसीमन निम्नानुसार है :

सारणी

बर्थ का नाम	सीमा	सरहद
विशाखापट्टनम पोर्ट ट्रस्ट वेस्ट क्वी घाट संख्या ७ एवं वेस्ट क्वी घाट संख्या ८	संलग्न रेखा चित्र के अनुसार सीमा शुल्क सरहद के निर्देशांक	उत्तर
		वेस्ट क्वी घाट संख्या 8 एवं वापसी सिरा
		पूर्व
		उत्तरी भुजा चैनल
		दक्षिण
		(अ) वेस्ट क्वी घाट 7 हेतु – वेस्ट क्वी घाट 6 (ब) वेस्ट क्वी घाट 8 हेतु – वेस्ट क्वी घाट 7
		पश्चिम
		मौजूदा सड़क के साथ नालको के चाहरदीवारी तक 16867.20 वर्ग मीटर का पूर्तिकर क्षेत्र

[फा. सं. एस 10/97/99-नि]

डॉ. डी. के. श्रीनिवास, सीमा शुल्क प्रधान आयुक्त

OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS

Visakhapatnam, the 28th October, 2020

No. 02/2020 (CUSTOMS)(NT)(VSP)

Sub: Declaration of West Quay Berth No. 7 and West Quay Berth No. 8 of Visakhapatnam Port Trust as Customs Area- regarding.

S.O. 1019.— In exercise of powers conferred under sub-Section (a) of Section 8 of the Customs Act 1962 (52 of 1962), I, Dr. D.K.Srinivas, Principal Commissioner of Customs Visakhapatnam, upon the request of M/s. Visakhapatnam Port Trust, Visakhapatnam vide their letter No. ITRA/SHP/FCUS dated 06.10.2020, hereby declare the Customs Area of 18,788 Sq Meters, as per enclosed drawing, to be proper place for loading & unloading of “**export / import goods**” except containerized cargo.

Further, in exercise of the powers conferred under sub-Section (b) of Section 8 of the Customs Act, 1962, I also specify the boundaries, and the limits of the above stated berths and the adjoining area bearing specific measurements and enclosed by the boundaries as specified below:

Measurement of the West Quay Berth No. 7

1. Length: 280 Mts.
2. Breadth: 33.5 Mts.
3. Depth: 16.1 Mts.

Measurement of the West Quay Berth No. 8

1. Length: 280 Mts.
2. Breadth: 33.6 Mts.
3. Depth: 16.1 Mts.

The boundaries and limits of the Customs Area as per Section 8(b), as given in the schedule below:

SCHEDULE

Name of the Berth(s)	Area/ Boundaries	Limits
Visakhapatnam Port Trust West Quay Berth No. 7 & West Quay Berth No. 8.	Coordinates of Customs Boundary as per enclosed drawing	North- West Quay Berth No. 8 return end berth. East- Northern Arm Channel. South- a) For WQ-7 berth: WQ-6 berth b) For WQ-8 berth: WQ-7 berth. West- Back up space measuring 16867.20 Sq Mts. (Approx) area upto the NALCO boundary wall including the existing road.

[F. No. S 10/97/99-Prev.]

Dr. D. K. SRINIVAS, Principal Commissioner of Customs

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

नई दिल्ली, 18 नवम्बर, 2020

का.आ. 1020.—केन्द्र सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उत्तर प्रदेश राज्य सरकार के उत्तर प्रदेश गृह (पुलिस) अनुभाग-4, लखनऊ के आदेश सं. 02 सीबीआई/VI-पी-4-2019-1(31)बी/17,

दिनांक 11 अक्टूबर, 2019 के माध्यम से जारी सहमति से, कोतवाली पुलिस थाना, जिला इलाहाबाद (प्रयागराज) में भारतीय दंड संहिता (1860 का 45) की धारा 447 के तहत दर्ज मामला अपराध सं. 259/2016 और पुलिस थाना हज़रतगंज, जिला लखनऊ में भारतीय दंड संहिता (1860 का 45) की धाराएं 420, 409 और 506 के तहत दर्ज मामला अपराध सं. 244/2017 से जुड़े अपराध(धों) का अन्वेषण साथ ही यू.पी.शिया सेंट्रल वक्फ बोर्ड और यू.पी. सुन्नी सेंट्रल वक्फ बोर्ड द्वारा वक्फ संपत्तियों की अवैध बिक्री-खरीद एवं हस्थानांतरण की जाँच/अन्वेषण तथा ऐसे अपराधों से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरण और/अथवा षड्यंत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त उत्तर प्रदेश राज्य में करती है।

[फा. सं. 228/34/2019-AVD-II]

एस. पी. आर. त्रिपाठी, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 18th November, 2020

S.O. 1020.—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 (25 of 1946), the Central Government with the consent of the State Government of Uttar Pradesh, issued vide Order No.02 CBI/VI-P-4-2019-1(31)B/17 dated 11th October, 2019 of Uttar Pradesh Home (Police) Section-4, Lucknow, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole State of Uttar Pradesh for investigation into the offence (s) relating to Case Crime No. 259/2016, under section 447 of the Indian Penal Code (45 of 1860) registered at Police Station Kotwali, District Allahabad (Prayagraj); and Case Crime No. 244/2017, under sections 420, 409 and 506 of the Indian Penal Code (45 of 1860) registered at Police Station Hazaratganj, District Lucknow as well as enquiry/investigation into illegal sale-purchase and transfer of Waqf properties by U.P. Shia Central Waqf Board and U.P. Sunni Central Waqf Board and any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of the same transaction or arising out of the same facts.

[F. No. E-228/34/2019-AVD-II]

S. P. R. TRIPATHI, Under Secy.

कोयला मंत्रालय

नई दिल्ली, 17 नवम्बर, 2020

का.आ. 1021.—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 उपधारा (1) के अधीन भारत सरकार ने कोयला मंत्रालय द्वारा जारी की गई अधिसूचना संख्या का. आ. 409, तारीख 11 मई, 2020, जो भारत के राजपत्र के भाग II, खण्ड 3, उपखण्ड (ii), तारीख 16 मई, 2020 में प्रकाशित की गई थी, उस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका माप 321.13 हेक्टर (लगभग) या 793.51 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 उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इससे संलग्न अनुसूची में वर्णित 321.13 हेक्टर (लगभग) या 793.51 एकड़ (लगभग) माप वाली भूमि में या उस पर के सभी अधिकार का अर्जन करने के अपने आशय की सूचना देती है :

टिप्पण 1 : इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक संख्यांक सी-1(ई)III/ एफआर/0920/962, तारीख 4 सितम्बर, 2020 का निरीक्षण कलेक्टर, नागपुर, महाराष्ट्र के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता- 700 001 के कार्यालय में या विभागाध्यक्ष या मुख्य प्रबंधक, वेस्टर्न कोलफील्ड्स लिमिटेड, (राजस्व विभाग), कोल इस्टेट, सिविल लाईन्स, नागपुर - 440 001 (महाराष्ट्र) के कार्यालय में किया जा सकता है।

टिप्पण 2 : उक्त अधिनियम की उपधारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबंध है :-

“8. अर्जन की बाबत आपत्तियाँ .- (1) कोई व्यक्ति जो किसी भूमि में, जिसकी बाबत 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 अंतर्गत 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 अधिकारी को लिखित रूप में की जाएगी और सक्षम अधिकारी, आपत्तिकर्ता को स्वयं सुने जाने, 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 उपधारा (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 किसी ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते हैं।

टिप्पण 3: केन्द्रीय सरकार ने कोयला नियंत्रक 1, काउंसिल हाउस स्ट्रीट, कोलकाता - 700 001 को उक्त अधिनियम के अधीन अधिसूचना संख्या का. आ. 2519, तारीख 27 मई, 1983 जो भारत के राजपत्र भाग II, खंड 3, उप-खंड (ii) में, तारीख 11 जून, 1983 में प्रकाशित की गयी थी, द्वारा सक्षम प्राधिकारी नियुक्त किया है।

अदासा भूमिगत से ओपनकास्ट खान

नागपुर क्षेत्र

जिला नागपुर (महाराष्ट्र)

(रेखांक संख्या सी- I(ई)III/एफआर/0920/962, तारीख 4 सितम्बर, 2020)

भाग - I

सभी अधिकार :

क्रम सं.	ग्राम का नाम	पटवारी सर्किल संख्या	तहसील	जिला	क्षेत्रफल हेक्टर में			कुल क्षेत्रफल	टिप्पणियां
					निजी	सरकारी	वन		
1.	कोटोडी	30	सावनेर	नागपुर	95.68	28.93	0.00	124.61	भाग
2.	येरंडगांव	30	सावनेर	नागपुर	4.46	0.00	0.00	4.46	भाग

3.	पंढराखेड़ी	30	सावनेर	नागपुर	78.06	1.38	0.00	79.44	भाग
कुल :					178.20	30.31	0.00	208.51	

भाग - II

सभी अधिकार :

क्रम सं.	ग्राम का नाम	पटवारी सर्किल संख्या	तहसील	जिला	क्षेत्रफल हेक्टर में			कुल क्षेत्रफल	टिप्पणियां
					निजी	सरकारी	वन		
1.	कोटोडी	30	सावनेर	नागपुर	45.52	0.86	0.00	46.38	भाग
2.	येरंडगांव	30	सावनेर	नागपुर	34.91	7.64	0.00	42.55	भाग
3.	पटकाखेड़ी	33	सावनेर	नागपुर	6.79	0.10	0.00	6.89	भाग
कुल :					87.22	8.60	0.00	95.82	

भाग - III

सभी अधिकार :

क्रम सं.	ग्राम का नाम	पटवारी सर्किल संख्या	तहसील	जिला	क्षेत्रफल हेक्टर में			कुल क्षेत्रफल	टिप्पणियां
					निजी	सरकारी	वन		
1	पटकाखेड़ी	33	सावनेर	नागपुर	16.33	0.47	0.00	16.80	भाग
कुल :-					16.33	0.47	0.00	16.80	

कुल क्षेत्र (भाग - I + भाग - II + भाग - III) : 321.13 हेक्टर (लगभग)

या 793.51 एकड़ (लगभग)

भाग - I

(1) ग्राम कोटोडी में अर्जित किए जाने वाले प्लॉट संख्यांक :

137, 138, 139, 140, 141, 144/1-144/2, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169/1- 169/2, 170, 171, 172, 173, 174/1- 174/2, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184/1अ -184/1ब - 184/2- 184/3, 185, 186, 187, 188, 189, 190, 191, 192, 193/1-193/2, 210/1- 210/2- 210/3 अ - 210/3ब, 211, 212/1/अ- 212/1/ब- 212/2अ-212/2ब - 212/3/अ- 212/3/ब, 213/1- 213/2, 214, 215, 216/1-216/2-216/3, 217, 218, 219/1/अ- 219/1/क- 219/1/ब- 219/2, 220/1अ- 220/1ब, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 237, 238, 239, 240, 252, 261, 262/1- 262/2-262/3, 263/1- 263/2- 263/3- 263/4- 263/5, 263/6- 263/7- 263/8- 263/9, 264, 1, 136, सड़क.

(2) ग्राम पंढराखेड़ी में अर्जित किए जाने वाले प्लॉट संख्यांक :

76/1- 76/2, 77, 78, 79, 91/1- 91/2- 91/3, 92, 93, 95/अ- 95/ब, 102, 103, 104, 105, 106, 107, 108/अ- 108/ब, 109, 110, 111/अ/1- 111/अ/2- 111/ब, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125/1- 125/2, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135/1- 135/2, 136, 137, 138, 139, 140/1- 140/2, 141/1- 141/2अ -141/2ब -141/3, 142/1- 142/2- 142/3- 142/4, 143, 144/1- 144/2, 145, 147, 148/अ- 148/ब, 151, सड़क.

(2) ग्राम येरंडगांव में अर्जित किए जाने वाले प्लॉट संख्यांक :

10, 11/1- 11/2, 12, 14, 15.

भाग - II

(1) ग्राम पटकाखेड़ी में अर्जित किए जाने वाले प्लॉट संख्यांक :

131, 136, 138/3, 139, 140, सड़क.

(2) ग्राम येरंडगांव में अर्जित किए जाने वाले प्लॉट संख्यांक :

3/1- 3/2, 4, 5, 49/1- 49/2- 49/3, 50, 51, 52/1, 53, 54, 101, 102, 103, 104/1- 104/2, 173/ब, 174, 175, 177/1- 177/2, 178, 179, 180, 181, 182, 183, 184, 185, 186, 208/अ/1-208/अ/2- 208/क- 208/ब, 209, 1, 2, 52/2, नाला, सड़क.

(3) ग्राम कोटोड़ी में अर्जित किए जाने वाले प्लॉट संख्यांक :

45/1- 45/2, 47, 48/1-48/2, 49, 50, 51/1-51/2, 52, 53/1- 53/2, 54, 55/1- 55/2, 56, 57, 61/1/अ- 61/1/ब- 61/2/अ- 61/2/ब, 62, 63/1- 63/2/अ-63/2/ब, 84, 85/1- 85/2, 86/1- 86/2, 91/1-91/2-91/3- 91/4-91/5-91/6, 92/1/1-92/1/2- 92/2, 93, 105, 107, 108, 109, 110/1- 110/2, 267, नाला.

भाग - III

(2) ग्राम पटकाखेड़ी में अर्जित किए जाने वाले प्लॉट संख्यांक :

121, 122/1, 151, 189/अ/1- 189/क- 189/ब- 189/ब/1- 189/ब/2, 190, 191/1- 191/2, 192/1- 192/2- 192/3- 192/4- 192/5, 194, सड़क.

सीमा वर्णन :

भाग - I

ग – घ : रेखा ग्राम कोटोड़ी और पटकाखेड़ी की सम्मिलित ग्राम सीमा पर बिन्दु 'ग' से आरंभ होकर पूर्व दिशा में ग्राम कोटोड़ी में प्लॉट संख्या 136 के मध्य से होती हुई प्लॉट संख्या 137 के पश्चिमी सीमा पर स्थित बिन्दु 'घ' पर मिलती है।

- घ – ड : रेखा बिन्दु 'घ' से आरंभ होकर उत्तर दिशा में प्लाट संख्यांक 138, 139 की बाह्य सीमा से होती हुई बिन्दु 'ड.' पर मिलती है।
- ड. – च : रेखा बिन्दु 'ड.' से आरंभ होकर उत्तर दिशा में प्लाट संख्यांक 145, 147, 151 की पश्चिमी सीमा से होती हुई प्लाट संख्या 148/ब के उत्तर-पश्चिम कोने पर बिन्दु 'च' पर मिलती है।
- च – छ : रेखा बिन्दु 'च' से आरंभ होकर पूर्व दिशा में प्लाट संख्यांक 102, 104, 105, 106 की उत्तरी सीमा से होती हुई प्लाट संख्या 91 की उत्तर-पूर्वी कोने पर स्थित बिन्दु 'छ' पर मिलती है।
- छ – ज : रेखा बिन्दु 'छ' से आरंभ होकर दक्षिण-पूर्व दिशा में प्लाट संख्यांक 120, 122, 127, 78, 79 और 76 की बाह्य सीमा से होती हुई प्लाट संख्या 76 के उत्तर-पूर्वी कोने पर बिन्दु 'ज' पर मिलती है।
- ज - झ : रेखा ग्राम पंढराखेड़ी में बिन्दु 'ज' से आरंभ होकर दक्षिण-पूर्व दिशा में प्लाट संख्यांक 76, 77 की बाह्य सीमा से होकर फिर ग्राम कोटोड़ी में प्लाट संख्या 193 की बाह्य सीमा से होती हुई ग्राम कोटोड़ी में कच्ची सड़क से मिलती है, तत्पश्चात् रेखा कच्ची सड़क से लगकर पूर्व दिशा में प्लाट संख्यांक 215, 210 की बाह्य सीमा से होती हुई बिन्दु 'झ' पर मिलती है।
- झ – ञ : रेखा बिन्दु 'झ' से आरंभ होकर दक्षिण दिशा में प्लाट संख्या 210 की पूर्वी सीमा से लगकर होती हुई फिर ग्राम येरंडगांव में प्लाट संख्यांक 10, 11, 12, 14 और 15 की पूर्वी सीमा से होती हुई बिन्दु 'ञ' पर मिलती है।
- ञ – ट : रेखा बिन्दु 'ञ' से आरंभ होकर पश्चिम दिशा में अदासा खदान के लिये पूर्व में अधिग्रहित भूमि की उत्तरी सीमा से होती हुई ग्राम कोटोड़ी में प्लाट संख्यांक 219 और 220 में से होती हुई प्लाट संख्या 240 के दक्षिण-पश्चिम कोने पर बिन्दु 'ट' पर मिलती है।
- ट – ठ : रेखा बिन्दु 'ट' से आरंभ होकर उत्तर दिशा में ग्राम कोटोड़ी में कच्ची सड़क से मिलती है फिर कच्ची सड़क को लगकर पश्चिम दिशा से होती हुई प्लाट संख्या 263/9 की बाह्य सीमा से लगकर होती हुई बिन्दु 'ठ' पर मिलती है।
- ठ – ड : रेखा बिन्दु 'ठ' से आरंभ होकर पश्चिम दिशा में अदासा खदान के लिये पूर्व में अधिग्रहित भूमि की उत्तरी सीमा से लगकर होती हुई कोटोड़ी ग्राम की गावठान भूमि की सीमा से मिलती है तत्पश्चात् दक्षिण दिशा में प्लाट संख्या 263/1 की सीमा से लगकर होती हुई बिन्दु 'ड' पर मिलती है।
- ड – ढ : रेखा बिन्दु 'ड' से आरंभ होकर कोटोड़ी गावठान की पश्चिमी सीमा से लगकर होती हुई बिन्दु 'ढ' पर मिलती है।
- ढ – ण : रेखा बिन्दु 'ढ' से आरंभ होकर पश्चिम दिशा में अदासा खदान के लिये पूर्व में अधिग्रहित भूमि की बाह्य सीमा से लगकर, प्लाट संख्या 136 में से होती हुई ग्राम कोटोड़ी में कच्ची सड़क से मिलती है तत्पश्चात् पश्चिम दिशा में सड़क से लगकर होती हुई प्लाट संख्या 134 की सीमा पर बिन्दु 'ण' पर मिलती है।
- ण – ग : रेखा बिन्दु 'ण' से आरंभ होकर प्लाट संख्या 136 की पश्चिम सीमा से होती हुई सीमा पर स्थित और प्लाट संख्या 136 की पश्चिम सीमा से प्रारंभिक बिन्दु 'ग' पर समाप्त होती है।

भाग - II

- द – ध : रेखा ग्राम पटकाखेड़ी में प्लाट संख्या 139 की सीमा पर स्थित बिन्दु 'द' से आरंभ होकर दक्षिण-पूर्व दिशा में प्लाट संख्यांक 139, 138, 183/3, 136 की बाह्य सीमा से लगकर होती हुई ग्राम पटकाखेड़ी में कच्ची सड़क से होती हुई प्लाट संख्या 130/2 की दक्षिण-पश्चिम कोने पर स्थित बिन्दु 'ध' पर मिलती है।
- ध – न : रेखा बिन्दु 'ध' से आरंभ होकर पूर्व दिशा में ग्राम पटकाखेड़ी और ग्राम कोटोड़ी की सम्मिलित सीमा को पार करती है फिर ग्राम कोटोड़ी में नाले को पार कर प्लाट संख्यांक 99, 95, 94, 43, 44 की बाह्य सीमा से होती हुई प्लाट संख्या 45 के उत्तर-पूर्व कोने पर नाले के समीप बिन्दु 'न' पर मिलती है।
- न – प : रेखा बिन्दु 'न' से आरंभ होकर नाले के दक्षिण किनारे से लगकर होती हुई ग्राम कोटोड़ी और ग्राम येरंडगांव की सम्मिलित सीमा पर स्थित प्लाट संख्या 8 के दक्षिण कोने पर बिन्दु 'प' पर मिलती है।
- प – फ : रेखा बिन्दु 'प' से आरंभ होकर अदासा खदान के लिये पूर्व में अधिग्रहित भूमि की दक्षिणी सीमा से लगकर होती हुई, फिर नाले से होकर गुजरती हुई ग्राम येरंडगांव में सड़क से लगकर स्थित बिन्दु 'फ' पर मिलती है।
- फ – ब : रेखा बिन्दु 'फ' से आरंभ होकर पश्चिम दिशा में सड़क से लगकर होती हुई प्लाट संख्या 49 के दक्षिणी पूर्व कोने पर मिलती है तद्पश्चात् नाले से लगकर होती हुई प्लाट संख्या 54 के दक्षिण पश्चिम कोने पर बिन्दु 'ब' पर मिलती है।
- ब – भ : रेखा बिन्दु 'ब' से आरंभ होकर प्लाट संख्यांक 54, 101, 103, 104 की बाह्य सीमा से होती हुई ग्राम येरंडगांव में सड़क से मिलती है तद्पश्चात् रेखा प्लाट संख्यांक 177, 175, 174, 173 की बाह्य सीमा से होती हुई नाले के दक्षिणी तट पर बिन्दु 'भ' पर मिलती है।
- भ – म : रेखा बिन्दु 'भ' से आरंभ होकर पश्चिम दिशा में प्लाट संख्यांक 56, 57, 61 और 63, 84, 86, 92/1- 92/2, 267, 91, 105 की बाह्य सीमा से होती हुई नाले को पार करती है तद्पश्चात् ग्राम पटकाखेड़ी और ग्राम कोटोड़ी की सम्मिलित सीमा से होती हुई प्लाट संख्या 131 के दक्षिण-पश्चिम कोने पर बिन्दु 'म' पर मिलती है।
- म – य : रेखा बिन्दु 'म' से आरंभ होकर उत्तर दिशा में ग्राम पटकाखेड़ी में कच्ची सड़क से लगकर होती हुई फिर सड़क पार कर प्लाट संख्या 135 की पूर्वी सीमा से मिलती है और पश्चिम दिशा में प्लाट संख्यांक 136, 139, 140 की बाह्य सीमा से होती हुई प्लाट संख्या 140 के दक्षिण- पश्चिम कोने पर बिन्दु 'य' पर मिलती है।
- य – द : रेखा बिन्दु 'य' से आरंभ होकर उत्तर दिशा में प्लाट संख्यांक 140 और 139 की बाह्य सीमा से होती हुई आरंभिक बिन्दु 'द' पर समाप्त होती है।

भाग - III

- क – ख : रेखा ग्राम पटकाखेड़ी में प्लाट संख्या 189 के उत्तर-पश्चिम कोने पर स्थित बिन्दु 'क' से आरंभ होकर पूर्व दिशा में प्लाट संख्यांक 192, 194 की बाह्य सीमा से लगकर होकर कच्ची सड़क से मिलती है तद्पश्चात् प्लाट संख्या 121 की बाह्य सीमा से होती हुई बिन्दु 'ख' पर मिलती है।

- ख – त : रेखा बिन्दु 'ख' से आरंभ होकर प्लॉट संख्या 121 की पूर्वी सीमा से लगकर होती हुई प्लॉट संख्यांक 192/1-192/2-192/3-192/4-192/5 की दक्षिण-पश्चिम सीमा से होती हुई कच्ची सड़क पर स्थित बिन्दु 'त' पर मिलती है।
- त – थ : रेखा बिन्दु 'त' से आरंभ होकर पश्चिम दिशा में प्लॉट संख्यांक 153, 154, 155, 156, 159, 160 की बाह्य सीमा से लगकर होती हुई बिन्दु 'थ' पर मिलती है।
- थ – क : रेखा बिन्दु 'थ' से आरंभ होकर उत्तर दिशा में प्लॉट संख्या 189 की पश्चिमी सीमा से होती हुई आरंभिक बिन्दु 'क' पर समाप्त होती है।

[फा. सं. 43015/02/2020-एलए एण्ड आईआर]

मुकेश, अवर सचिव

MINISTRY OF COAL

New Delhi, the 17th November, 2020

S.O. 1021.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 409, dated the 11th May, 2020 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 16th May, 2020, the Central Government gave notice of its intention to prospect for coal in 321.13 hectares (approximately) or 793.51 acres (approximately) of the lands in the locality specified in the Schedule annexed to that notification ;

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

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 321.13 hectares (approximately) or 793.51 acres (approximately) and all rights in or over the said lands described in the Schedule appended hereto:

Note 1: The plan bearing number C-I(E)III/FR/0920/962, dated the 04th September, 2020 of the area covered by this notification may be inspected in the office of the Collector, District -Nagpur (Maharashtra) or in the office of the Coal Controller, 1, Council House Street, Kolkata - 700 001 or in the office of the Head of Department or Chief Manager, Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur – 440 001 (Maharashtra).

Note 2: Attention is hereby invited to the provisions of section 8 of the said Act which provides as follows:—

“8. Objections to acquisition.— (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 of 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 operations in the land for the production of coal and that such operations should not be undertaken by the Central Government or by any other person.

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

(3) For the purpose 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. 2519, dated the 27th May, 1983, published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 11th June, 1983.

SCHEDULE

Adasa Underground to Opencast Mine

Nagpur Area

District Nagpur (Maharashtra)

(Plan bearing number C-I(E)/III/FR/0920/962, dated the 4th September, 2020)

Part – I

All Rights :

Sl. No.	Name of Village	Patwari Circle number	Tahsil	District	Area in hectare			Total	Remarks
					Tenancy	Government	Forest		
1.	Kotodi	30	Saoner	Nagpur	95.68	28.93	0.00	124.61	Part
2.	Yerandgaon	30	Saoner	Nagpur	4.46	0.00	0.00	4.46	Part
3.	Pandhrakhedi	30	Saoner	Nagpur	78.06	1.38	0.00	79.44	Part
Total :					178.20	30.31	0.00	208.51	

Part - II

All Rights :

Sl. No.	Name of Village	Patwari Circle number	Tahsil	District	Area in hectare			Total	Remarks
					Tenancy	Government	Forest		
1.	Kotodi	30	Saoner	Nagpur	45.52	0.86	0.00	46.38	Part
2.	Yerandgaon	30	Saoner	Nagpur	34.91	7.64	0.00	42.55	Part
3.	Patkakhedi	33	Saoner	Nagpur	6.79	0.10	0.00	6.89	Part
Total :					87.22	8.60	0.00	95.82	

Part - III

All Rights :

Sl. No.	Name of Village	Patwari Circle number	Tahsil	District	Area in hectare			Total	Remarks
					Tenancy	Government	Forest		
1.	Patkakhedi	33	Saoner	Nagpur	16.33	0.47	0.00	16.8	Part
Total :					16.33	0.47	0.00	16.8	

Total Area (Part – I + Part – II + Part – III) : 321.13 hectares (approximately)

or 793.51 acres (approximately)

Part – I

(1) Plot numbers to be acquired in village Kotodi :

137, 138, 139, 140, 141, 144/1-144/2, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169/1- 169/2, 170, 171, 172, 173, 174/1- 174/2, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184/1A-184/1B - 184/2- 184/3, 185, 186, 187, 188, 189, 190, 191, 192, 193/1-193/2, 210/1- 210/2- 210/3/A-210/3B, 211, 212/1/A- 212/1/B- 212/2A-212/2B- 212/3/A- 212/3/B, 213/1- 213/2, 214, 215, 216/1-216/2-216/3, 217, 218, 219/1/A- 219/1/C- 219/1/B- 219/2, 220/1A-220/1B, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 237, 238, 239, 240, 252, 261, 262/1-262/2-262/3, 263/1- 263/2- 263/3- 263/4- 263/5, 263/6- 263/7- 263/8- 263/9, 264, 1, 136, Road.

(2) Plot numbers to be acquired in village Pandhrakhedi :

76/1- 76/2, 77, 78, 79, 91/1- 91/2- 91/3, 92, 93, 95/A- 95/B, 102, 103, 104, 105, 106, 107, 108/A- 108/B, 109, 110, 111/A/1- 111/A/2- 111/B, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125/1- 125/2, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135/1- 135/2, 136, 137, 138, 139, 140/1- 140/2, 141/1- 141/2A- 141/2B-141/3, 142/1- 142/2- 142/3- 142/4, 143, 144/1- 144/2, 145, 147, 148/A- 148/B, 151, Road.

(3) Plot numbers to be acquired in village Yerandgaon :

10, 11/1- 11/2, 12, 14, 15.

Part – II

(1) Plot numbers to be acquired in village Patkakhedi :

131, 136, 138/3, 139, 140, Road.

(2) Plot numbers to be acquired in village Yerandgaon :

3/1- 3/2, 4, 5, 49/1- 49/2- 49/3, 50, 51, 52/1, 53, 54, 101, 102, 103, 104/1- 104/2, 173/B, 174, 175, 177/1- 177/2, 178, 179, 180, 181, 182, 183, 184, 185, 186, 208/A/1-208/A/2- -208/B -208/C, 209, 1, 2, 52/2, Nallah, Road.

(3) Plot numbers to be acquired in village Kotodi :

45/1- 45/2, 47, 48/1-48/2, 49, 50, 51/1-51/2, 52, 53/1- 53/2, 54, 55/1- 55/2, 56, 57, 61/1/A- 61/1/B- 61/2/A- 61/2/B, 62, 63/1- 63/2/A,-63/2/B, 84, 85/1- 85/2, 86/1- 86/2, 91/1-91/2-91/3-91/4-91/5-91/6, 92/1/1-92/1/2- 92/2, 93, 105, 107, 108, 109, 110/1- 110/2, 267, Nallah.

Part – III

(1) Plot numbers to be acquired in village Patkakhedi:

121, 122/1, 151, 189/A/1- 189/C- 189/B- 189/B/1- 189/B/2, 190, 191/1- 191/2, 192/1- 192/2- 192/3- 192/4- 192/5, 194, Road.

Boundary description:

Part – I

- C – D : Line starts from Point ‘C’ on common boundary of village Kotodi and Patkakhedi, passes in East direction through the centre of Plot number 136 and meets at Point ‘D’ on west boundary of Plot number 137.
- D – E : Line starts from point ‘D’ passes in North direction along the outer boundary of Plot numbers 138, 139 and meets at Point ‘E’.
- E – F : Line starts from Point ‘E’ passes in North direction along the west boundary of Plot numbers 145, 147, 151 and meets at Point ‘F’ the North-West corner of Plot number 148/B.
- F – G : Line starts from point ‘F’, passes in East direction along the North boundary of Plot numbers 102, 104, 105, 106 and meets at Point ‘G’ at the North-East corner of Plot number 91.
- G – H : From Point ‘G’ line Passes in South-East direction along the outer boundary of Plot numbers 120, 122, 127, 78, 79 and 76 and meets at point ‘H’ on North-East corner of Plot number 76.
- H – I : Line starts from Point ‘H’ in village Pandhrakhedi, passes in South-East direction along the outer boundary of Plot Numbers 76, 77, then passes along the outer boundary of Plot Number 193 in village Kotodi and meets at the side of the road, then passes in east direction along the side of the road and along the outer boundary of Plot numbers 215, 210 and meets at Point ‘I’.

- I – J : Line starts from Point 'I' line passes in South direction along the east boundary of Plot number 210, then passes along eastern boundary of Plot numbers 10, 11, 12, 14 and 15 of Village Yerandgaon and meets at Point 'J'.
- J – K : Line starts from Point 'J' passes in west direction along the North boundary of land acquired for Adasa Underground Mine, further passes along the North-West direction through Plot numbers 219 and 220 and meets at Point 'K' on South-West corner of Plot number 240.
- K – L : Line starts from Point 'K' and passes in North direction and meets at the side of the then passes along the side of the road in West direction passes along the outer boundary of Plot number 263/9 and meets at Point 'L'.
- L – M : Line starts from Point 'L' passes in West direction along the North boundary of land already acquired for Adasa Underground Mine, then meets at boundary of Kotodi Gaothan land, passes along the outer boundary of Plot number 263/1 and meets at Point 'M'.
- M – N : Line starts from Point 'M' and passes through the West boundary of Gaothan land and meets at Point 'N'.
- N – O : Line starts from Point 'N' and passes in West direction along the boundary of land already acquired for Adasa Mine, passes through Plot number 136 and meets Kotodi village Road. Then line passes along the road towards west direction and meets at Point 'O' at the outer boundary of Plot number 134.
- O – C : Line starts from Point 'O' and passes along the West boundary of Plot number 136 and ends at starting Point 'C' on the West boundary of Plot number 136.

Part – II

- R – S : Line starts from Point 'R' on Boundary of Plot number 139 in village Patkakhedi and passes in South- East direction along the outer boundary of Plot Numbers 139, 138, 183/3, 136 then passes along the Patkakhedi village road and meets at Point 'S' at South-West corner of Plot number 130/2.
- S – T : Line starts from Point 'S' and passes in the East direction crossing the common boundary of Villages Patkakhedi and Kotodi and reaches the Seasonal Nallah. After Crossing the Nallah line travels along the outer boundary of Plot numbers 99, 95, 94, 43, 44 and meets Point 'T' on North East Corner of Plot number 45 near the Seasonal Nallah.
- T – U : Line starts at Point 'T' and passes along the south bank of Nallah and meets Point 'U' at the common boundary of village Yerandgaon and Kotodi at South corner of Plot Number 8 of village Kotodi.
- U – V : Line starts from Point 'U' Passes in East direction along the south boundary of land already acquired for Adasa Mine then passes through the centre of the Seasonal Nallah and meets Point 'V' at the road of village Yerandgaon.
- V – W : Line starts from Point 'V' and passes in West direction along the road and meets at south east corner of plot number 49. Then the line passes along the Nallah and meets point 'W' on the South West of Plot number 54 of Village Yerandgaon.
- W – X : Line starts from Point 'W' and passes along the outer boundary of Plot numbers 54, 101, 103, 104 and meets at the side of the road in village Yerandgaon then passes along the outer boundary of Plot numbers 177, 175, 174, 173 and meets at Point 'X' and the South bank of Nallah.
- X – Y : Line starts from Point 'X' and passes in West direction along the outer boundary of Plot numbers 56, 57, 61 and 63, 84, 86, 92/1-92/2, 267, 91, 105 then crosses Nallah and passes along the common village boundary of Kotodi and Patkakhedi and meets at Point 'Y' at South-West corner of Plot number 131.
- Y – Z : The line starts from Point 'Y' and passes in North Direction along the road in village Patkakhedi, then crosses the road and meets at East side of Plot number 135, then passes in West direction along the outer boundary of Plot numbers 136, 139, 140 and meets at Point 'Z' on South-West corner of Plot number 140.
- Z – R : Line starts from Point 'Z' passes in North direction along the outer boundary of Plot numbers 140 and 139 and ends at Starting Point 'R'.

Part – III

- A – B : Line starts from Point ‘A’ on North-West corner of Plot number 189 in village Patkakhedi, passes in East direction along the outer boundary of Plot numbers 192, 194 and meets at side of village road, then passes along the outer boundary of Plot number 121 and meets at Point ‘B’.
- B – P : Line starts from Point ‘B’ passes along the East boundary of Plot number 121 and passes along the South-West boundary of Plot numbers 192/1-192/2- 192/3- 192/4- 192/5, 151 and meets at Point ‘P’ on the side of the road.
- P – Q : Line starts from Point ‘P’ and passes in West direction along the outer boundary of Plot numbers 153, 154, 155, 156, 159, 160 and meets at Point ‘Q’.
- Q – A : Line starts from Point ‘Q’ passes in North direction along the West boundary of Plot number 189 and ends at starting Point ‘A’.

[F. No. 43015/02/2020-LA&IR]

MUKESH, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 11 नवम्बर, 2020

का.आ. 1022.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स मुख्य प्रबंधक, भारत संचार निगम लिमिटेड पटना, और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, पटना के पंचाट (संदर्भ संख्या 01 (C) of 2019, 09(C) of 2014, 02 of 2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 08.10.2020 को प्राप्त हुए थे।

[सं. एल-42025/07/2020-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 11th November, 2020

S.O. 1022.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947) the Central Government hereby publishes the award (Ref. No. 01 (C) of 2019, 09 (C) of 2014, 02 of 2011) of the Labour Court, Patna as shown in the Annexure, in the Industrial dispute between the employers in relation to The Chief Manager, Bharat Sanchar Nigam Ltd. Patna & Others, and their workmen which were received by the Central Government on 08.10.2020.

[No. L-42025/07/2020-IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PATNA****I.D. Case No. 01 (C) of 2019****09 (C) of 2014****02 of 2011**

Between the management of (1) The Chief Manager, Bharat Sanchar Nigam Ltd. Meghdoot Building, G.P.O Complex, Patna-800001 (2) Pradhan Mahaprabandhak, Bharat Sanchar Nigam Ltd. Telephone Bhawan, ‘R’ Block, Patna-800001 and Their workman Sri Krishna Kumar Singh, S/O- Sri Indrajit Singh, Vill.- Nijampur, P.S- Dulhin Bazar, Dist.- Patna.

For the management: Sri Ashok Kumar Sinha, Advocate.

For the workman : Sri B. Prasad, Joint Convener of Coordination Committee of Trade Unions and Associations, Bihar.

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

AWARD

Patna, dt. 14th September, 2020

1. Earlier this case was disposed of by award dated- 03.06.2016 by this tribunal, in which the tribunal directed the management to regularize the services of the workman with immediate effect after reinstating him w.e.f 01.07.2009 with half back wages.
2. The aforesaid award passed by the this tribunal was challenged by the management before the Hon'ble Court. The Hon'ble Court by its order dated- 11.02.2019 passed in C.W.J.C No.- 17133 of 2016 quashed the aforesaid award of the tribunal and remanded the matter back to this tribunal to pass a fresh award in accordance with law.
3. After receipt of the order of the Hon'ble Court notices were issued to the parties concerned pursuant to which they appeared before the tribunal and hearing in the matter started and as per direction of the Hon'ble Court the management produced his witness before this tribunal.
4. Workman has filed the case u/s-2A (1) & (2) of the Industrial dispute (Amendment) Act, 2010 for seeking relief against wrongful termination from the service of B.S.N.L while working as a full time class IV employee under group 'D' and denial of regularization of his service.

Question for determination is:-

“Whether the action of the management of Bharat Sanchar Nigam Ltd in terminating the services of Sri Krishna Kumar Singh, A Lineman (Peon) under Group 'D' Telephone Exchange, Dulhin Bazar and not regularizing his services while regularizing the services of other Junior Co- Workmen, is legal and justified? If not, what relief (S) the workman is entitled to?”

5. It is worth to mention here that earlier one I.D. Case No.- 2 of 2011 was filed by this workman before the Central Government Industrial Tribunal, (No.-2) Labour Court at Dhanbad on 12.05.2011. During pendency of the I.D. Case the same matter was referred by the Ministry of Labour, Govt. of India before the tribunal at Dhanbad vide Notification No.- L-40012/53/2011-IR (DU) dated- 24.01.2012 with following schedule:-

“Whether action of the management of PGM, BSNL, Patna is not regularizing the services of the workman Sri Krishna Kumar Singh and regularizing the services of his junior workmen is legal and justified? What relief the workman is entitled to?”

Accordingly Reference Case No.- 11 of 2012 was instituted. Later on by order dated- 24.05.2012 Reference Case No.- 11 of 2012 was tagged with earlier instituted I.D. Case No.- 02 of 2011.

6. Later on by order dated 18.09.2014 on the petition filed by the workman Sri Krishna Kumar Singh the case was transferred to this tribunal by Central Government Industrial Tribunal, (No.-2) Labour Court at Dhanbad. The record was received in this tribunal on 20.11.2014 and the same was disposed by this tribunal on 03.06.2016 as aforesaid.

7. The case of the workman Sri Krishna Kumar Singh is to the effect that he was orally appointed to discharge the duties of Lineman, Peon under Group-D at Telephone Exchange, Dulhin Bazar, Main Office under SDO, Danapur Rural. He was engaged as Lineman from 01.01.1992, and used to discharge the following duties of (a) Repair of Telephone Line, (b) Cable repair, (C) Charging of battery in Telephone Exchange, (d) Bringing Diesel Oil from Petrol Pump through Thela on the basis of coupon supplied by the Incharge of the Exchange and other sundry jobs of a Class IV employee and used to discharge the duties for 8 hours daily and for more time as per instruction of his superiors. He was paid wages @ Rs. 2,000/- per month from 01.01.1992 to 31.12.2000 and thereafter, wage was reduced. He was paid wages @ Rs. 1000/- from 01.01.2001 to 31.12.2005 and @ Rs. 500/- per month from 01.01.2006 to 31.12.2008. The payment was made through ACG17 Bill. After opening of Sub Divisional Office at Bikram, the control of Dulhin Bazar Telephone Exchange was shifted from Danapur Rural to Bikram. He has further claimed that Bharat Sanchar Nigam Limited formulated the schemes for regularization of the services of daily rated / temporary workers on different occasions and the workers were required to submit their applications. This workman also submitted his application for regularization / permanent absorption in the services of the Corporation. His name was forwarded to the higher authorities by the SDO, Telephone, Danapur along with other applications. The workman worked for over 10 years continuously. The case of the workman was not considered for regularization. The juniors or contemporary to the workman were considered for regularization. It has been claimed that uninterruptedly the workman had worked from 01.01.1992 to 31.12.2008 and he was made to stop

working from 01.01.2009. He represented to the management for his reinstatement, but no positive step was taken by the management. Claim has been made for reinstatement with back wages and other reliefs.

8. Management filed its written statement wherein a plea has been taken that the workman, namely, Sri Krishna Kumar Singh never worked against permanent vacancy as a permanent workman. The conciliation proceeding was conducted between the management and the workman, but as the workman was never appointed against permanent vacancy, the said conciliation proceeding failed. It has been stated in paragraph 6 that the scheme from time to time was formulated by the Government. Some workmen, who fulfilled the requirement were regularized but as the alleged, workman did not worked regularly and failed to satisfy the requirement for regularization, hence his services was not regularized, inasmuch as the workman was never appointed as regular staff under sanctioned post, hence there is no question for his termination and the statement regarding his termination is totally false.

9. Rejoinder to the written statement of the management has been filed by the workman stating therein that workman has worked at Telephone Exchange, Dulhin Bazar, Patna from 01.01.1992 to 31.12.2008. He was terminated from the service w.e.f 01.01.2009. Workman worked with the management for 17 years and has become over aged while working with the management. Management regularized the services of junior workmen as a class IV employee under group 'D' and discriminated with the workman while not considering his regularization although workman fulfilled all the criteria and was eligible for regularization.

Initially the workman was paid Rs. 2000/- per months for the worked done by him. Later on the said amount was reduced to Rs. 1000/- per months and at the time of alleged removal from service the workman was getting only a sum of Rs. 500/- per months.

10. It appears that the workmen Krishna Kumar Singh is the single witness who has stated that he was working in telephone exchange Dulhin Bazar, Patna as temporary mazdoor from 1992 to December 2008. He was installing connection and removing the fault. He also used to charge battery from generator. He has done duty from 9.00P.M to 5.00 P.M. At the time of his engagement he was paid Rs. 2000/- per month. After two to three years he was paid Rs. 1000/- only and thereafter he was paid only Rs. 500/- P.M. When he was removed from service then he was getting Rs. 500/- P.M only. He has proved Ext.-W series in support of his work done. This witness further stated that during his duties anti-social elements used to disturb and for this, he informed his officers and officers sent his complaint to Dulhin Bazar, police station. This documents has been marked as Ext.-W/1. He has also proved Extd.- W/2 series in proof of running generator. Prior to his removal neither notice, nor compensation was paid. Services of Sri Sanjay Kumar, Binod Kumar, Bhushan working with him were regularized. His claim is correct.

11. This witness was discharged as no body appeared on behalf of the management for his cross-examination.

12. Initially no witness was examined on behalf of the management but after remand of the case from the Hon'ble Court and as per the direction of the Hon'ble Court the management examined only one witness Sri Sunil Kumar Dy. Divisional Engineer in support of his case.

13. This witness in his deposition has stated that from the records of the company lying in the office Sri Krishna Kumar was never appointed on a permanent sanctioned post and as he was not appointed on sanctioned permanent post therefore there was no question of terminating his services and he was also not paid any amount by the company which is apparent from the record lying in the office. This witness has further stated that the workman was not appointed by a competent authority and casual work done by him were against the rules of Govt. order. This witness has further stated that one Reference Case No.- 11 of 2012 was registered in the court of Central Government Industrial Tribunal, (No.-2) Labour Court at Dhanbad but the workman never appeared before that tribunal and lastly the case was closed and no dispute award was passed by the tribunal on 06.02.2013. Certified copy of the order sheet of Reference Case No.- 11 of 2012 has been marked as Ext.-M in this case.

This witness was cross-examination by the representative of the workman. In his cross-examination this witness has stated that from 1992 to 2008 he was never posted at Bikram, Pali and Danapur telephone exchange. He also does not know the workman Sri Krishna Kumar Singh. He has further stated that he has no knowledge about the any circular of the Govt. by which the Govt. of India directed the BSNL to regularized the services of daily wages employee. He has further stated that he has no knowledge that on the basis of that very circular several persons filed their applications for their regularization. This witness has further stated that he has no knowledge about the fact that matter of Krishna Kumar Singh for regularization of his services was forwarded by SDO, Danapur. He has also no knowledge that many other workmen such as Sanjay Kumar, Bhushan Kumar, Arun Kumar, Anil Bhagat and Binod Kumar had also filed application along with Krishna Kumar Singh and their services were regularized and they are working in different telephone exchange at Bihta, Maner and Walmi. This witness has further stated that he has no knowledge as to when the workman Sri Krishna Kumar Singh was terminated from the service.

14. The learned representative of the workman submitted that the workman was illegally terminated from service by the management although he served the management for about 17 years and before termination no notice or compensation was paid to him. Similarly situate some other persons who were either junior or contemporary to this workmen were regularized in the service ignoring the claim of this workman. Now the workman has become over age and he cannot get any other employment any where else. Exts. which have been brought on record prove the case of the workman that he continuously worked in the management. The workman is entitled for reinstatement in service with back wages.

15. On the other hand the learned counsel for the management submitted that the workman was never appointed by the management against permanent vacancy as a permanent workman. From the record available in the office of the management it does not appear that this workman was ever engaged by any officer of BSNL. The claim of the workman that he was orally appointed in the year 1992 is totally false and is only a concocted story. It was further submitted that the workman was never appointed as a regular staff under sanctioned post hence there is no question for his termination and statement regarding his termination is totally false and hence the claim of the workman is not maintainable at all. The learned counsel for the management further submitted that earlier there was one Reference Case No.- 11 of 2012 between the same parties and with regard to the same relief but the same was closed due to none appearance of this workman and therefore the present I.D. Case cannot continue.

16. After hearing both the parties and going through the materials available on the record, one thing is apparent that workman failed to bring any paper on the record regarding his appointment in the management. The consistent case of the workman is that he was orally appointed by the authority concerned which was denied by the management. The workman in his statement of claim as well as in his evidence has stated that he worked under the management from 1992 to December 2008 but the Ext-W and Ext.-W/1 show that workman worked till 30.06.2009. Both the Exts are falsified itself because they are contrarary to the consistent case of the workman that he worked only till 30.06.2008. Ext.-W/1-2 and Ext.-W/1-3 show that the authorities concerned gave certificate regarding the work done by the workman till 15.04.2002 only. Although he has submitted chart showing that he work till December-2008 but no letter such as Ext.- W/1-2 and Ext.- W/1-3 have been brought on the record regarding the working of the workman. The consistent case of the workman is that initially he was paid Rs. 2000/- per month which was later on reduce to Rs. 1000/- per month and at the time of his alleged termination he was getting Rs. 500/- per month only. This facts throw a great suspicion regarding the working of the workman in the management. The salary/emoluments of a person increases due to passage of time but in the present case surprisingly same is reduced from the passage of time. This facts shows that the workman was not regularly engaged by the management but he might have been called by the management when the need arises. The workman has also failed to bring on record even a single payment voucher issued by the management for his work done. This workman has claimed that he submitted his application form for regularization and the same was forwarded to the higher authorities by the SDO Telephone, Danapur but no copy of such application has been brought on record by the management. He also failed to bring on record the notification regarding the regularization of some other workmen who were junior or contemporary to him. Ext.- W/2 series which are with regard to the operation of generator in the office shows that the workman worked in the office only in the year 1993 to 1995 and that also not continuously. Some other persons were also operated the generator which is apparent from the Ext.-W/2 series.

17. Taking into consideration the aforesaid facts it appears that the workman was not in regular service of the management even as a daily wage work but his services might have been taken by the management from time to time for which he would have been paid. There is nothing on the record to show that he was appointed by competent authority. In this view of the matter as such there is no question of the regularization of service of the workman but as he has worked under the management for a long period therefore he is entitled for some relief which will subserve the ends of justice. Even if it is assumed that alleged termination of the workman was illegal even then the relief of reinstatement with back wages is not automatic and it may be wholly inappropriate in a given facts situation even though the termination of an employee is in contravention of the prescribed procedure. The Hon'ble Supreme Court in several cases has held that in such type of cases compensation instead of reinstatement be allowed to meet the ends of justice. **The Hon'ble Patna High Court recently in its full bench judgement reported in 2019 LIC Page-1 has also held that even in case termination of daily wager is found to be in violation of provisions of Section 25F of I.D.Act in that case also there may not be automatic reinstatement and back wages and in given case Labour Court may award compensation in lieu of reinstatement and back wages which depends on facts and circumstances of each case, more particularly considering nature of employment, duration of employment etc.**

Taking into account all the aforesaid facts and circumstances of the case as well as the nature of work and the period of work of the workman, I am also of the view that in this case monetary compensation in lieu of reinstatement and back wages would sub serve the ends of justice. In my considered view, the compensation of Rs. 1,00,000/- (Rs. One Lakh) only to the workman Sri Krishna Kumar Singh in lieu of reinstatement shall be appropriate, just and equitable and shall meet the ends of justice. Such payment shall be made within 02 (Two) months from the gazette publication of award failing which the same shall carry interest @ 9% per annum. This award is effected after gazette notification / publication of award.

Accordingly, this is my award.

Dictated & Corrected by me.

VISHWESHWAR NATH MISHRA, Presiding Officer

नई दिल्ली, 11 नवम्बर, 2020

का.आ. 1023.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स रजिस्ट्रार, मणिपाल विश्वविद्यालय, मणिपाल बैंगलोर, और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर के पंचाट (संदर्भ संख्या 16/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 04.11.2020 को प्राप्त हुए थे।

[सं. एल-42012/260/2010-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 11th November, 2020

S.O. 1023.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the award (Ref. No. 16/2011) of the Central Government Industrial Tribunal-cum Labour Court, Bangalore as shown in the Annexure, in the Industrial dispute between the employers in relation to The Registrar, Manipal University, Manipal Bangalore & Others, and their workmen which were received by the Central Government on 04.11.2020.

[No. L-42012/260/2010-IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

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

DATED : 13TH OCTOBER, 2020

PRESENT : JUSTICE SMT. RATNAKALA, Presiding Officer

CR 16/2011

I Party

The General Secretary,
Manipal University
Mazdoor Union (R),
C/o B.M.S Office,
Felix Pai Bazar,
Mangalore - 575001.

II Party

The Registrar,
Manipal University,
Madhava Nagar,
Manipal - 576104.

Appearance

Advocate for I Party : Mr. K. B. Arasa

Advocate for II Party : Mr. Latha C. S. Holla

AWARD

The Central Government vide Order No. L-42012/260/2010-IR(DU) dated 05.05.2011 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

'Whether Sh. Manjunath Prabhu, Junior Engineer (Bio-Medical), is a workman as defined under Section 2(s) of the Industrial Dispute Act, 1947? If yes, whether the action of Management of Manipal University is justified in retrenching the services of Sh. Manjunath Prabhu w.e.f. 31.07.2003? What relief the workman is entitled to and from which date?'

1. The 1st Party Union has espoused the cause of its member Sh. Manjunath Prabhu, a former employee of the 2nd Party, whose service is retrenched w.e.f. 31.07.2003.

2. It is stated in the claim statement that, the workman challenged the order of retrenchment before the Hon'ble Labour Court, Mangalore in IDA (LCM) No. 02/2004, an Award was passed in his favour holding that the retrenchment is not justified; 2nd Party challenged the said Award before the Hon'ble High Court in W.P No. 12997/2005, the Award was set aside by the Hon'ble High Court on the ground that the appropriate Government is the Central Government; liberty was given to the 1st Party to approach the appropriate Central Government for a reference.

3. It is further stated that the member / workman was appointed as Bio-Medical Technician and was entrusted with the work of machine repairing, attending and repairing all the medical equipments of the Hospital attached to the 2nd Party Management; he was not entrusted with the work of Supervisory or he had no Authority to appointments and he is only a skilled workmen. Vide letter dated 31.07.2003 the 2nd Party issued a notice of retrenchment / terminating the services of the workman: under protest he has received the notice. The notice is illegal, said work still exists and his juniors are working; the post of the workman is abolished only to victimise him. He was asked to go and work at MNE Technology Pvt. Ltd. Bangalore, which is not a part of 2nd Party Management, the workman requested not to do so; the reasons given by the 2nd Party amounts to change in Service Condition for which workman ought to have been given notice under Sec 9-A, but no notice is given since various cases are pending before the District Labour Court, Mangalore and Industrial Tribunal at Mysore, the 2nd Party ought to have taken approval by filing application under Sec 33-2(b); he has undergone hardship because of the illegal action of the 2nd Party and he is unemployed.

4. The claim is contested on following lines, the member of the 1st Party Union was employed as a Junior Engineer (Bio-medical) under the 2nd Party and his post was independent and he had supervisory duties; he is not a workman within the meaning of Sec 2(s) of 'the Act'. Initially he was carrying out his duties at TMA Pai Rotary Hospital, Bejai, Mangalore; said hospital which was a unit of 2nd Party closed w.e.f 31.12.2000 and merged with Attavar KMC Hospital, Mangalore, which is another unit of 2nd Party. While closing the hospital he was transferred to University Medical Centre (UMC), near Jyothi Circle, Mangalore; his service is lawfully retrenched as per the Retrenchment Order dated 31.07.2003; the UMC, Mangalore, ceased to be the unit of 2nd Party University w.e.f. 02.06.2006, since the management of the said hospital was handed over to Manipal Health System Pvt. Ltd., Manipal Towers, Airport Road, Bangalore-8 as per the License agreement dated 02.06.2006. The name of the said Management is now changed to Manipal Health Enterprises Pvt. Ltd., Bangalore. Said Management is not made Party in the present proceedings. There was no obligation or requirement for the 2nd Party to comply with Sec 9-A / Sec 33-2(b) of 'the Act'. The 2nd Party is not required to take permission from the Government for retrenching any of its employees since it is not an Industrial Establishment under Sec 25-L of 'the Act'. Bio-Medical Engineering Service and the work in the 2nd Party Institutions are not perennial in nature; a Bio-Medical Engineering Services and the work of Multi Vendor Maintenance and Repair Works had been entrusted to M/s MNE Technologies Pvt. Ltd., from 10.04.2000 onwards. In view of the same, the workman had no work from 2001 till the date of his retrenchment. Besides 2nd Party do not require the service of Junior Engineer (Bio-Medical), therefore it was constrained to abolish the post of Junior Engineer (Bio-Medical) and accordingly the order of Retrenchment dated 31.07.2003 was issued, he has received one-month notice pay and retrenchment compensation without demur. Retrenchment compensation was offered without prejudice to the contention that he is not a workman within the meaning of Sec 2(s) of 'the Act'. The action of the 2nd Party is justified and he is not entitled for any relief.

5. On completion of pleading both parties have adduced evidence. Documents for the 1st Party are marked as Ex W-1 to Ex W-14. Document Ex M-1 is marked for the 2nd Party.

Both parties have submitted their respective written argument.

6. The original record pertaining to the Industrial Dispute between the very same parties in IDA No. 02/2004 on the file of the Presiding Officer, Labour Court, Mangalore is summoned.

7. Evidence was adduced by Legal Officer of the 2nd Party reiterating counter statement averments.

During his cross examination it was elicited that 2nd Party has four hospitals and they have power to inter transfer employees from one hospital to another hospital: accordingly, 1st Party workman was also transferred; no permission was taken from the Government to close Bio-Medical Department; before the closure of Bio-Medical Department 2nd Party has not issued notice either to the union or to the workman, but a circular was issued in that regard to all the departments... he had no Appointing Authority... he was provided with Employee Code Number.

8. During the rebuttal evidence the 1st Party in his affidavit evidence averred that Bio-Medical Department is not closed; the post of junior engineer is a skilled workmen; he is given increment as an employee in November 2002... notice of retrenchment does not disclose the case of the 2nd Party.

9. It is a de-novo trial before this Tribunal on the very same dispute which was once adjudicated by Labour Court, Mangalore (State) in IDA No. 02/2004, the original record of IDA No. 02/2004 is available for perusal. The certified copy of the Award passed in the said case is marked as Ex W-7 in the present case.

10. The basic challenge to the dispute is on the status of the 1st Party member – whether or not he is a workman as defined under Sec 2(s) of the Industrial Dispute Act?

11. 2nd Party contend that, he was in-charge of Bio-Medical Section, was employed in Supervisor capacity and was not doing the repairs works as contended by him; before the Labour Court, Mangalore 1st Party workman had contended that he was working as a Junior Engineer (Bio-Medical) but in the present proceedings he claims to be a Bio-Medical Technician. It is further contended that no evidence is produced before this Court by him to demonstrate that nature of the duties performed by him was not that of a Supervisory Cadre but of a workman.

12. Reliance is placed on the following judgments by the 2nd Party:

- 1) 1992 LLR 155 Bom HC - Shrikant Vishnu Palwankar vs Presiding Officer of First Labour Court and others.
- 2) 1994 LLR 440 Bom HC - Narsinha Anand Joshi vs M/s Century Shipping and others
- 3) 1999 LLR 581 Bom HC - German Remedies Ltd. vs Michael Gabriel Lopes and another.

In the first cited judgment the dispute pertains to the employee who was appointed as Foreman and was assigned Supervisory duties of checking, indenting of materials, recommendation of leave / workman, appraisal of the work of the workman and determination of suitability for promotion of the workman. On facts, the Hon'ble High Court did not appreciate his contention that, he is a workman under 'the Act'.

In the second cited judgment the writ petitioner appointed as a Technical Officer, was working in Administrative Capacity. His duties were to ensure proper filing of papers and maintenance of filing papers. There was enough evidence on record that as a Technical Officer he was scrutinising the bills, recommending them for payment, selecting the material to be purchased and supplied. In the absence of the Manager he used to perform the managerial functions. His Service Condition was that of the officers distinguishable from the staffs. He enjoyed the Service Conditions given to the officers like free lunch and separate cabin etc. Prior to joining the respondent company he had worked in executive posts in other companies. His rank was next to the Technical Manager in his department. The Industrial Tribunal had held that he was not a workman and the said finding was upheld by the Hon'ble High Court.

In the third cited judgment the employee was working as an officer on promotion. There was change in the nature of his duty consequent upon his promotion; on a scrutiny of the documentary proof like the agreement which the employee had executed on being promoted to the post and his authority to certify the temporary advances made by different workers, sanctioning the leave application of the workers, issue of gate pass to the workers, authority to certify overtime done by the workers etc., the Hon'ble High Court held him not a workman.

13. But the circumstances in the case on hand differ. The 1st Party workman is not shown to have performed any such Administrative or Supervisory Work. Not even a scrap of document is produced by 2nd Party to demonstrate the nature of the work performed by the employee. His evidence that he was entrusted with the work of repairing all the medical equipments of the Hospitals attached to the 2nd Party Management is not successfully countered by the 2nd Party. He has produced a letter dated 23.04.2001 Ex W-4 whereby he was directed by 2nd Party to take part in the process of identification, listing tagging of Bio Medical equipments by M/s MNE Technologies Pvt. Ltd., to maintain register of progress in which day to day developments in this regard are to be entered. This letter sufficiently corroborates his contention that his work was not that of a

supervisory or managerial. It is not their case that at any point of time he had Administrative or Supervisory control over any of his Sub-ordinate Official. He had applied for the Post of Junior Engineer (Bio-Medical). It is the rule of law that it is not the designation but the nature of work performed by the employee that decides whether or not he is a workman under Sec 2(s) of 'the Act'. The 2nd Party having failed to counter his case that he was doing the work of repairing all the medical equipments and was without any administrative, supervisory or disciplinary power definitely he is a workman under Sec 2(s) of 'the Act'.

14. Now comes the question of legality or otherwise the action taken by retrenching his services w.e.f. 31.07.2003. To substantiate their bona-fides 2nd Party has produced the Licence Agreement dated 02.06.2006 entered between Manipal Academy of Higher Education (Licensor) and Manipal Health Systems Private Limited (Licencee) (Ex M-1) it is an agreement in respect of management use and operation of the Hospital on the terms and conditions stipulated therein. It is stated by the Management witness that the 1st Party member was working at TMA Pai Rotary Hospital, Bejai which is a unit of 2nd Party; the hospital was closed w.e.f. 31.12.2000 and merged with Attavar KMC Hospital, Mangalore which is also another unit of 2nd Party. On closing down TMA Pai Rotary Hospital, he was transferred to University Medical Centre (UMC) Mangalore; UMC, Mangalore, which ceased to be the unit of 2nd Party University w.e.f. 02.06.2006 and the Management was handed over to Manipal Health Systems Private Limited, Bangalore vide Ex M-1. The above piece of evidence even if were to be actual state of affairs as on today would fail to non-suit the workman if his retrenchment is found otherwise illegal. Merger of the units, transfer of management has least impact so long as an employee continues to be in service under an establishment. The Retrenchment Order was issued to the workman vide letter dated 31.07.2003 on the ground that they closed the Bio-Medical Department after they entrusted the work to M/s MNE Technologies Pvt. Ltd., surprisingly no document about closure of the Bio-Medical Department or entrustment of the work to M/s MNE Technologies is produced.

15. While it is stated in the counter statement that the entrustment to M/s MNE Technologies Pvt. Ltd., was w.e.f. 10.04.2001, the Retrenchment Order is dated 31.07.2003 and he was asked to assist M/s. MNE Technologies vide letter dated 23.04.2001 (Ex W-4). The very tone of the letter would suggest that the 1st Party member continued to be in service till his retrenchment, performing the work of a workman category. The retrenchment is assailed for violation of the mandatory requirement of Sec 25-M of 'the Act'. The unit is still functioning in the name of Bio-Medical Department / TBS India Pvt. Ltd., as revised by an internal circular dated 01.04.2013 / Ex W-12. Admittedly no closure notice was issued to the workman; two cases in CR No. 05/2009 and CR 15/2011 are pending in respect of pay anomaly. According to 1st Party before retrenching him permission ought to have been obtained from this Tribunal by the 2nd Party under Sec 33-2(b) of 'the Act'. That apart a mandatory notice under Sec 9-A of 'the Act' since not issued about the change of service condition, the retrenchment is vitiated.

16. In respect of the above challenges to the validity of retrenchment we have to firstly remind our-self that the 1st Party member was working as a Junior Engineer (Bio-Medical) with the 2nd Party University Medical Centre, Mangalore; it is nowhere stated to the effect that he was appointed in the Bio-Medical Section, he was only a Junior Engineer (Bio-Medical); increment was granted to him on 01.11.2002 by University Medical Centre in the Employee No. 1051, designation Junior Engineer (Bio-Medical). Hence, the existence or non-existence of Bio-Medical Section is of no consequence for adjudication of this dispute and violation of Sec 25-N of 'the Act' is immaterial. Though it is forcefully urged by the 1st Party that the 2nd Party could not have terminated his service without obtaining the permission from this Tribunal under Sec 33-2(b) of 'the Act', said contention holds no water since his termination was on 31.07.2003; as the very case number suggests CR 05/2009 and CR 15/2011 are of subsequent origin.

17. As contended by the 2nd Party he was retrenched since it was not necessitated to engage his services anymore and the work of Multi Vendor Maintenance and Repair Works was assigned to M/s MNE Technologies Pvt. Ltd., from 10.04.2001 onwards. Though it is contended that Bio-Medical Engineering Service and work in the 2nd Party Institution is not perennial in nature, no evidence is adduced as to the frequency of repair works concerning machine and medical equipments in the Hospital attached to the 2nd Party; no documentary proof is produced to demonstrate the bona-fides of the 2nd Party in entrusting the work of Multi-Vendor Maintenance and Repairs Works to M/s MNE Technologies. To enter into an agreement w.e.f. 10.04.2001 for entrustment of the above work literally amounted to change of Service Condition of the 1st Party workman, who so far was attending the said work single handedly.

18. Sec 9-A of 'the Act' is the relevant statutory provision for our purpose:

9A. Notice of change - No employer, who proposes to effect any change in the conditions of service applicable to any workman in respect of any matter specified in the Fourth Schedule, shall effect such change,--

- (a) without giving to the workmen likely to be affected by such change a notice in the prescribed manner of the nature of the change proposed to be effected; or
- (b) within twenty- one days of giving such notice:

Provided that no notice shall be required for effecting any such change--

- (a) where the change is effected in pursuance of any 1 settlement or award]; or
- (b) where the workmen likely to be affected by the change are persons to whom the Fundamental and Supplementary Rules, Civil Services (Classification, Control and Appeal) Rules, Civil Services (Temporary Service) Rules, Revised Leave Rules, Civil Service Regulations, Civilians in Defence Services (Classification, Control and Appeal) Rules or the Indian Railway Establishment Code or any other rules or regulations that may be notified in this behalf by the appropriate Government in the Official Gazette, apply.

19. Further THE FOURTH SCHEDULE to 'the Act' contemplates 11 CONDITIONS OF SERVICE FOR CHANGE OF WHICH NOTICE IS TO BE GIVEN. Among them item 10 is relevant for our purpose which reads thus:

10. Rationalisation, standardisation or improvement of plant or technique which is likely to lead to retrenchment of workmen.

20. In the considered opinion of this Tribunal entrustment of repair work which so far was performed by the regular employees, to an outsider agency falls within the above category of rationalisation. As per the Dictionary meaning Rationalisation is 'an attempt to find reasons for behaviour, decisions, etc., especially your own.' While taking the decision to change the working hands of Multi-Vendor Maintenance and Repair Works, the 2nd Party must be conscious that said decision is likely to lead to retrenchment of the workman. Hence, the circumstances warranted a statutory notice under Sec 9-A of 'the Act' which is not complied. The 1st Party has made attempt to press into service the provisions of Sec 33 of 'the Act', in not obtaining prior permission from the Tribunal where the dispute is pending adjudication before terminating him. Said contention is misconceived since it is a Retrenchment but not a Disciplinary Action but Alteration of Condition of Service. Thus, the retrenchment since not preceded by a statutory notice under Sec 9-A of 'the Act' is illegal, hence not justified.

21. So much is stated by the 2nd Party about the propriety of the Union in espousing the cause of the concerned workman Sh. Manjunath Prabhu. As such illegal Retrenchment would amount to illegal Termination and an aggrieved workman is entitled to battle against illegal termination, discharge or dismissal on his own without espoused by a Trade Union. Though it is stated that the work which was performed by Sh. Manjunath Prabhu is not in existence that is not a ground to set right the illegality committed against him by illegal retrenchment. It is the look out of the 2nd Party or Licensee of the 2nd Party to redo the things by reinstating him to the original post which he was holding on the date of his retrenchment. It is not shown that the workman is employed anywhere for gain, hence he needs to be reinstated with 50% of the back wages less the retrenchment compensation received with continuity of service.

AWARD

The Reference is accepted.

The 1st Party workman / Sh. Manjunath Prabhu, Junior Engineer (Bio-Medical) is a workman as defined under Sec 2(s) of the Industrial Dispute Act, 1947.

The 2nd Party / Management of Manipal University is not justified in retrenching the service of Sh. Manjunath Prabhu w.e.f 31.07.2003.

The 2nd Party is directed to reinstate the workman to the original post which he held on 31.07.2003 with 50% of the back wages less retrenchment compensation received, with continuity of service.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 13th October, 2020)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 11 नवम्बर, 2020

का.आ. 1024.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स महाप्रबंधक, हिंदुस्तान एरोनॉटिक्स लिमिटेड, बेंगलूर, 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, बेंगलूर के पंचाट (संदर्भ संख्या 02/2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 04.11.2020 को प्राप्त हुआ था।

[सं. एल-42025/07/2020-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 11th November, 2020

S.O. 1024.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947) the Central Government hereby publishes the award (Ref. No. 02/2017) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Hindustan Aeronautics Limited, Bangalore & Others, and their workmen which were received by the Central Government on 04.11.2020.

[No. L-42025/07/2020-IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

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

DATED : 27TH OCTOBER, 2020

PRESENT : JUSTICE SMT. RATNAKALA, Presiding Officer

ID 02/2017

I Party

Sh. Vasu K V,
R/at, No. 120, Venkatadri Nilaya,
Opp. Vidya School, 2nd Cross,
Sharavathi Road, CM Extension,
Kyathasandra,
Tumkur - 572 104.

II Party

1. The General Manager,
Hindustan Aeronautics Limited,
Over haul Division,
Bangalore - 560 017.
2. The Chairman,
Hindustan Aeronautics Limited,
No. 15/1, Cubbon Road,
PB No. 5150,
Bangalore - 560 001.
3. The Director (HR),
Hindustan Aeronautics Limited,
No. 15/1, Cubbon Road,
PB No. 5150,
Bangalore - 560 001.

Appearance

Advocate for I Party : Self

Advocate for II Party : Mr. Pradeep S. Sawkar

AWARD

1. It is a petition filed under the provisions of Sec 2-A of the Industrial Dispute Act, 1947 (for brevity 'the Act') by the former employee of HAL (1st Party) against the Authorities of the Respondents (2nd Party).

The claim petition runs into 25 pages. To epitomise the relevant facts, the 1st Party workman joined the service of the 2nd Party in the year 2007; after completion of training period his service was confirmed w.e.f. 02.11.2009; after obtaining permission from the employer he prosecuted his B.E studies in the Evening College. He was kept under suspension w.e.f 19.08.2015 on the allegation that during the duty hours he went to the Police Station and lodged complaint against a Superior Official; after six months his suspension order was revoked by withholding his six months' salary and cutting his two increments. When he went to collect his ID card for the purpose of reporting to duty same was not issued to him, he was told to go to Yelahanka Base by signing the Assignment letter. Since, 11.02.2016 he is not given entry to Overhaul Division. Ten days thereafter they terminated him from service in the name of 'Loss of Lien'. He did not agree to report to Yelahanka since his concerned Department is not in Yelahanka; there is no Hospital or quarter facility at Yelahanka. The M.S.D Department where he was working is not available in the said Division. After termination he is facing financial problem along with his family members and he has no any other source of income.

2. The claim is contested by the 2nd Party on the following lines:

the Dismissal Order dated 05.08.2016 passed against the 1st Party by the Disciplinary Authority imposing the punishment of confirming Loss of Lien over his appointment in HAL w.e.f. 22.02.2016 under Clause 18 (ii) of the Certified Standing Order of the Company is challenged in this proceedings; while working in overall Division as Work Study Assistant – B of the 2nd Party Company, he remained absent for duty without leave or permission w.e.f 11.02.2016 for more than 10 days; the 2nd Party issued a notice of Loss of Lien dated 07.03.2016 informing that he has lost lien on his appointment under clause 18(ii) of the Certified Standing Order of the 2nd Party w.e.f 22.02.2016. He was requested to return for duty within 10 days from the date of issue of letter of Loss of Lien and to explain to the satisfaction of the Management giving reasons for his absence, failing which the Loss of Lien on his appointment will be confirmed. The explanation dated 12.03.2016 given by him to the letter of Loss of Lien issued by Chief Manager (MS) was not satisfactory. The matter was referred to Departmental Enquiry committee; Enquiry Officer was appointed to inquire into the allegation contained in Loss of Lien notice: Presenting Officer was also appointed. The 1st Party participated in the enquiry, after completion of enquiry, the Enquiry Officer submitted his Report holding that the 1st Party is guilty of the allegations made in the notice of Loss of Lien, copy of the Enquiry Report was marked to him along with proposed punishment of Loss of Lien over his appointment in HAL w.e.f 22.02.2016. He submitted his written representation dated 02.07.2016 to the Disciplinary Authority. By considering his representation both on the findings of the Enquiry Officer as well as the documents available on record, by examining the case from all aspects, his past records and gravity of misconduct the Disciplinary Authority passed the final order on 05.08.2016 confirming the Loss of Lien over the appointment of the 1st Party in HAL w.e.f 22.02.2016. The punishment order is imposed after careful analysis of the evidence on record and taking into consideration the representation of the 1st Party; the charges / allegation are grave in nature and the 1st Party is guilty of misconduct. The order is not excessive, the other allegations made in the claim petition are all denied.

3. Though the 1st Party had not pleaded in his claim statement anything against the procedure of enquiry, the 2nd Party was directed to adduce evidence on the Domestic Enquiry; the 1st Party examined the Enquiry Officer and marked the Enquiry Records as Exhibits M-1 to M-11. The 1st Party workman gave his rebuttal evidence. After giving audience to both vide order dated 25.02.2020 it was held as follows:

"I endorse that enquiry was held against the workman by affording opportunity to him to defend himself against the letter Ex M-1 / in respect of the subject of Loss of Lien".

Thereafter one witness was examined for the 2nd Party pertaining to the past records of the workman, in this regard documents Ex M-12 to Ex M-28 were marked.

1st Party workman gave his rebuttal evidence.

Both parties have submitted their respective written argument.

4. In the back drop of the above all, the point that arises for my consideration is,

- i) Whether the final order passed by the 2nd Party against the 1st Party workman under Ex M-11 dated 05.06.2016 confirming Loss of Lien over his appointment w.e.f 22.02.2016 under clause 18(ii) of the Certified Standing Orders of the Company thereby intimating him "Accordingly, you lost your lien over your appointment in HAL w.e.f 22.02.2016" is legal and justified?

5. In the claim statement the 1st Party workman made allegations against the Trade Union leaders and Superior Officials. The pith of his contention was –

he was kept under suspension on certain allegations w.e.f 19.08.2015 - his I.D card was seized after revocation of the suspension - he was transferred to Yelahanka for which he was not agreeable - without the I.D Card he

could not enter the premises of the 2nd Party to approach the Superior Officers to request for retransfer, exploiting his situation they have passed the order of Loss of Lien.

6. It was brought through the evidence of MW-1 / Senior Manager (HR) / Enquiry Officer that 1st Party was issued the letter of Loss of Lien Ex M-1 which indicated - he is absents for duty without leave or permission w.e.f. 11.02.2016 for more than 10 days - he has lost lien on his appointment under clause 18(ii) of the Certified Standing Orders of the Company w.e.f 22.02.2016. The letter further called upon him to return within 10 days from the date of issue of the letter and explain to the satisfaction of the Management, the reasons for his absence, failing which the loss of lien on his appointment will be confirmed.

The 1st Party gave his explanation dated 12.03.2016 which was marked as Ex D-1 during the Domestic Enquiry (Ex M-2 before this Tribunal), it is a handwritten letter addressed to the Chief Manager (MSD) Overhaul Division, HAL, (BC), the workman received the letter on 09.02.2016 came to work on 10.02.2016 with one day pass - he went to the HR Department to receive his ID Card, the HR staff demanded him to sign to the Yelahanka transfer letter if he want ID Card. He consulted with his representative leaders - and the Chief Manager (MSD) was not on his seat - then he left the place and gave reply through registered post requesting for ID Card. From that day onwards Security people did not allow him to come inside - everyday he was coming to the gate and returning, on his suspension he was ordered to surrender his ID card to Security Officer but on revocation they are not returning the ID card at the security gate.

The language employed in the letter is scornful and teases the authority for not returning ID card, to facilitate him to join duty: 2nd Party is also alleged of blackmail.

7. The Deputy Manager (HR) of the 2nd Party was examined as the witness for the Management during enquiry. As per her statement -

the 1st Party was placed under suspension pending enquiry on certain misconduct under the Standing Orders vide memo dated 02.02.2016 (Ex P-2). The suspension pending enquiry was revoked and he was directed to report to duty with immediate effect - on 10.02.2016 he reported to HR Department for the purpose of reporting to duty - as decided by the Competent Authority vide memo dated 10.02.2016 (Ex P-3) he was assigned to work at HAL, Yelahanka Base and he was directed to report to duty at HAL, Yelahanka Base with immediate effect - he refused to accept the assignment order and refused to report at HAL, Yelahanka Base, despite repeatedly advising him; the memo with due endorsement of 'refusal to accept the notice' in the presence of a witness is marked as Ex P-4. Thereafter he left the spot and did not report to Yelahanka base - the Officer in-charge HAL, Yelahanka Base vide memo dated 25.02.2016 (Ex P-5) intimated that 1st Party has not reported at HAL, Dett, Yelahanka Base as per the terms of the memo dated 10.02.2016 - on his absence for more than 10 days w.e.f 11.02.2016 a loss of lien notice dated 07.03.2016 (Ex M-1) was issued - his explanation (Ex D-1) is unsatisfactory.

The 1st Party cross examined the witness questioning the procedure of return of the ID card on revocation of the suspension order. His defence was, without the ID card he could not report on 11.02.2016. He was seeking opportunity to meet his higher ups / boss / superiors from 11.02.2016 onwards. The witness clarified that if he had accepted the transfer order necessary arrangements would have been made to issue ID card and Air Force Base Pass for entering Yelahanka Base.

The 1st Party opted not to adduce defence evidence; both parties gave their final statement.

8. The 1st Party gave statement to the effect that -

on revocation of suspension order, he was directed to report to work vide Ex P2; accordingly he reported for joining duty on 10.02.2016; instead of issuing his ID card and permitting him to resume work at HAL, Overhaul Division he was served with a memo by Sh. N C Das, Assistant Officer (HR) directing him to report to work at HAL Dettachment, Yelahanka Base; 1st Party insisted for the ID Card but he refused to issue the same stating that on accepting the assignment only he will be issued with the ID Card; he could not report to Yelahanka Base due to his family and personal problems; his parents need treatment at HAL Hospital frequently, he wanted to approach higher authorities to make request for considering his case on humanitarian grounds, but he was not allowed / permitted to meet any higher authorities etc. From 11.02.2016 onwards he was not allowed to enter the factory even for giving application for payment of subsistence allowance, he was not issued one day pass for the purpose of entering the factory because of which he could not report to work from 11.02.2016; after receiving the memo of loss of lien he reported to the Company gate but the Security personnel did not allow him inside..... the circumstances forced him to remain absent and the same was not intentional. With the above statement he produced copies of previous representations given by him to the 2nd Party including his reply to the Loss of Lien which was sent through post.

9. The Enquiry Officer on scrutiny of the evidence held that *he has not disputed the evidence of MW-1...his contention that because of his personal / family problems he is not able to accept the assignment to HAL Dettachment at Yelahanka Air base appears to be unreasonable, unjustified and unacceptable....first he should*

have received the memo and then taken up the issue with higher ups / concerned authorities subsequently. There is a laid down grievance procedure also to take up such issues. Even though, he reported on 10.02.2016 for reporting to work, the very fact of his refusal to accept the assignment memo itself constitute misconduct warranting initiation of Disciplinary Action..... Under the circumstances, the absence of Sh. K V Vasu from 11.02.2016 has been treated as unauthorised and the management is justified in invoking the loss of lien provisions under Clause 18(ii) of the Standing Orders of HAL ,(BC).

A copy of the above Enquiry Report was marked to the 1st Party along with the second show cause notice proposing to confirm the loss of lien over his appointment in HAL w.e.f 22.02.2016. He was called upon to submit his representation on or before 09.07.2016 but his representation was received by 2nd Party only on 11.07.2016 (Ex M-10). In the said representation he made several unfounded allegations against the Enquiry Officer and the Union leaders, he also produced copies of his representation to the Management which he had produced before the Enquiry Officer and contended that he is in touch with the Management continuously and trying to report back to work but not allowed to report and he is not at fault. He requested the Disciplinary Authority to permit him to resume work, the Disciplinary Authority in the final order held that, 1st Party did not bring out any fresh points for consideration in his representation dated 02.07.2016. Considering all aspects of the case and his past records and gravity of misconduct the Loss of Lien over his appointment in HAL w.e.f 22.02.2016 was confirmed under Clause 18(ii) of the Certified Standing Orders of the Company.

10. Before this Tribunal he has submitted written argument twice, he has brought extraneous materials outside the scope of the present proceedings. According to him his concern Department is not there in Yelahanka; there is no hospital and quarter facility at Yelahanka, in view of his father's health it is highly inconvenient for him and for his activities. M.S.D Department (where he has experience) is not available in the said Base, they have done like this for him to spoil his life, their plan is that he should stay far away without assisting in Police investigations.

11. The 2nd Party has brought his past records through Ex M-12 to Ex M-22. Vide Ex M-12 dated 27.09.2008 his training period was extended since his performance was not satisfactory during the training period; his performance during his absorption interview was also not satisfactory, for the said reasons his training was extended by six months. Assistant Engineer (MS) had given a complaint as per Ex M-13 dated 04.04.2015 alleging that the 1st Party behaved inappropriately with him on 04.04.2015 by using unparliamentary language over phone etc. Ex M-14 is the forwarding letter of the Chief Manager to Ex M-13 in the said letter the Chief Manager has mentioned as below:

“.....To counsel Mr. Vasu, I called Mr. Vasu to Chief Manger's Office (MSD office). I tried my level best to control his anger. He was not in a mood to listen anything. His behaviour was not appropriate. He was very much angry and raised his voice.

I request you to take appropriate action against Mr. K. V. Vasu”.

Ex M-15 is the charge sheet dated 20.04.2015 issued on the basis of Ex M-13 and Ex M-14. Ex M-16 is the further charge sheet dated 25.04.2015 on the allegation that he refused to accept the Charge Sheet Ex M-15 and the said Act if proved constitutes to misconduct under Clause 25(9) and 25(25) of the Certified Standing Orders of the Company. Ex M-17 is the confirmation of the punishment order dated 19.09.2015 imposing punishment of “Stoppage next one API with cumulative effect”; Ex M-18 is the order of suspension pending enquiry dated 19.08.2015.

12. Ex M-19 is the charge sheet dated 25.08.2015 in continuation of Ex M-18 on the allegation that on 30.07.2015 the 1st Party workman obtained Movement Pass from the Chief Manager (Customer Service) Overhaul Division for the purpose of going to HAL Hospital for his treatment without the knowledge of his Department Head. He left the office at 8.45 hours and returned at 13.00 hours: he has not taken treatment in HAL Hospital, but had gone to HAL Airport Police Station, Bangalore to lodge false complaint against Sh. C. Keshava Murthy, Manger (MSD), Overhaul Division and Sh. M. Harish, Assistant Engineer, (MSD), Overhaul Division. Again on 04.08.2015 he obtained Movement Pass for taking treatment at HAL Hospital, did not go to the Hospital but misused the Movement Pass and went to the HAL Airport Police Station to enquire about the status of Complaint made on 30.07.2015 against his superiors / co-employees. Ex M-20 is the punishment order dated 02.02.2016 imposing the punishment of “*Stoppage of 2 APIs without cumulative effect*” under Rule 27(a)(iii) of the Certified Standing Orders of the Company. Ex M-21 is the charge sheet issued to him for making false complaints directly to the higher authorities without following the procedure of proper channel. Ex M-22 is the punishment order dated 24.06.2016 confirming the punishment of “*Demotion to Lower Scale*” under clause 27(a)(iv) of the Certified Standing Order's of the Company.

Thus, it is clear that ever since he joined the 2nd Party the 1st Party did not have a smooth sail in his career. In the claim petition itself he cites an untoward incident of 21.07.2007.

13. Vide order (Ex M-11) dated 05.08.2016, the Disciplinary Authority confirmed Loss of Lien over his appointment in HAL w.e.f 22.02.2016 under Clause 18(ii) of the Certified Standing Orders of the Company. A look into the above provision i.e. (ii) of Clause 18 defines Loss of Lien thus:

“If a workman remains absent for more than 10 days and / or absents himself beyond the period of leave originally granted, or subsequently extended, he shall lose his lien on his appointment, unless he returns within 10 days of the expiry of the notice of termination and explains to the satisfaction of the Management the reasons for his inability to return before the expiry of the leave.

In case the explanation of the workman is found not satisfactory or the workman does not submit any explanation before the specified date, in order to afford one more opportunity to the workman before confirmation of loss of lien, the Management or an Officer of the Company authorised in this behalf shall refer the matter to a departmental enquiry committee consisting of one or more persons. Based on the findings of the departmental enquiry committee, the Manager shall pass appropriate orders”.

14. There is no dispute to the fact that the 1st Party had reported at the Gate of the 2nd Party on revocation of his suspension order on 10.02.2016. Unfortunately, for him by that time his transfer order was ready and he was required to report at HAL Detachment at Yelahanka Air base. He had surrendered his I.D card on his suspension and needed an I.D card to enter the premises which was not provided by the Assistant Officer (HR). He was not prepared to receive the transfer order and report at the transferred place, thus was deprived of the I.D card, thereby could not report to duty at his transferred place i.e. at MSD Department. Transfer of an employee is the Condition of Service and the employees have no choice to exercise their option.

In the matter of Gujarat Electricity Board and another Vs Atmaram Sungomal Poshani, 1989-II- LLJ-SC 470. The Apex Court observed thus:

“Transfer of a Government servant appointed to a particular cadre of transferable posts from one place to the other is an incident of service. No Government servant or employee of Public Undertaking has legal right for being posted at any particular place. Transfer from one place to other is generally a condition of service and the employee has no choice in the matter. Transfer from one place to other is necessary in public interest and efficiency in the Public administration. Whenever, a public servant is transferred he must comply with the order but if there be any genuine difficulty in proceeding on transfer it is open to him to make representation to the competent authority for stay, modification or cancellation of the transfer order. If the order of transfer is not stayed, modified or cancelled the concerned public servant must carry out the order of transfer. In the absence of any stay the transfer order a public servant has no justification to avoid or evade the transfer order merely on the ground of having made a representation, or on the ground of his difficulty in moving from one place to the other. If he fails to proceed on transfer in compliance to the transfer order, he would expose himself to disciplinary action under the relevant Rules, as has happened in the instant case. The respondent lost his service as he refused to comply with the order of his transfer from one place to the other”.

15. Of course, as on 10.02.2016 he had no ID card to meet the Higher Officers to make request for cancellation of his transfer on the ground of personal / family problems but before the Enquiry Officer he had ample opportunity to present his case and explain why he was averse to report at the transferred place. The reasons assigned by him that his parents need treatment at HAL Hospital frequently was insufficient ground for the Enquiry Officer to accept the bonafides of his resistance to the transfer order. Rightly the Enquiry Officer has observed that *“the transfer was not to work outside the State and Yelahanka is very much in the Bangalore City. Even if he had any issues with regard to his assignment to Yelahanka, first he should have received the memo and then taken up the issue with the higher ups / concerned authorities subsequently....”*

16. On his own showing the 1st Party was residing alone at Bangalore without his parents. It is nowhere said that because of his transfer his family would be deprived of medical facilities at HAL. HAL being a State-owned Aerospace and Defence Company strict abidance of the employees to the Disciplinary Rules is required. He was given opportunity in a duly held Departmental Enquiry and all the procedures contemplated by Rule 18(ii) are complied by the 2nd Party before confirming the Loss of Lien of the workman on his appointment. His past records are also not impressive to exercise the jurisdiction of Sec 11-A of ‘the Act’ to interfere with the said order. There is no merit in his claim for reinstatement with consequential benefit.

AWARD

The petition filed by the 1st Party workman Sh. Vasu K. V. under Sec 2-A of the Industrial Dispute Act, 1947 is dismissed.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 27th October, 2020)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 11 नवम्बर, 2020

का. आ. 1025.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार लाइफ इंशोरेंस कॉर्पोरेशन ऑफ इंडिया के प्रबंधन संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलूर के पंचाट (14/2018) को प्रकाशित करती है जो केन्द्रीय सरकार को 11.11.2020 को प्राप्त हुआ था।

[सं. जेड-16025/4/2020-आईआर (एम)]

नवीन वैद्य, उप निदेशक

New Delhi, the 11th November, 2020

S.O. 1025.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 14/2018) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the management of Life Insurance Corporation of India and their workmen, received by the Central Government on 11.11.2020.

[No. Z-16025/4/2020-IR (M)]

NAVIN VAIDYA, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**DATED : 03RD NOVEMBER, 2020

PRESENT : JUSTICE SMT. RATNAKALA, Presiding Officer

ID 14/2018**I Party**

Sh. H. Sukhesha,
S/o H. Hanumantappa,
1164, 5th Cross, Gandhinagar,
Davanagere - 577 001.

II Party

Sr. Divisional Manager,
LIC of India, Divisional Office,
100th Ft Road, Gopalgowda Road,
Shivamogga - 577 205.

Appearance

Authorised Representative for I Party : Mr. M. Rama Rao

Advocate for II Party : Mr. Vijayendra D Joshi

AWARD

1. This petition is filed under Sec 2-A of the Industrial Dispute Act, 1947 (for brevity 'the Act') against the order passed by the 2nd Party Management / LIC of India in retrenching him from service w.e.f. 16.12.2017.

2. The petition is contested by the 2nd Party.

3. After completion of evidence of 1st Party workman, on 15.10.2020 1st Party filed an application seeking permission to withdraw the petition, in the supporting affidavit he has averred that his father late Sh. H Hanumantappa was working in the 2nd Party as Care Taker and expired on 26.08.2020; he is to be appointed by the 2nd Party on Compassionate ground. Hence, he is withdrawing the petition voluntarily. Accordingly, permission was granted on 15.10.2020 to the 1st Party workman to withdraw the petition.

AWARD**The petition is dismissed as withdrawn.**(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 03rd November, 2020)

Justice Smt. RATNAKALA, Presiding Officer