



भारत का राजपत्र The Gazette of India

सी.जी.-डी.एल.-सा.-08122020-223566
CG-DL-W-08122020-223566

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY
साप्ताहिक
WEEKLY

सं. 45] नई दिल्ली, नवम्बर 29—दिसम्बर 5, 2020, शनिवार/अग्रहायण 8—अग्रहायण 14, 1942
No. 45] NEW DELHI, NOVEMBER 29 – DECEMBER 5, 2020, SATURDAY/AGRAHAYANA 8—AGRAHAYANA 14, 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)

वाणिज्य एवं उद्योग मंत्रालय
(वाणिज्य विभाग)

नई दिल्ली, 2 दिसम्बर, 2020

का.आ. 1039.—केन्द्रीय सरकार, निर्यात (गुणवत्ता नियंत्रण एवं निरीक्षण) नियम, 1964 के नियम 12, के उपनियम (2) के साथ पठित, निर्यात (गुणवत्ता नियंत्रण एवं निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स जियो केम लेबोरेटरीज प्राइवेट लिमिटेड, प्लॉट नंबर 211, सेक्टर-ए, जोन-बी, मंचेस्वर इंडस्ट्रियल एस्टेट, भुवनेश्वर -751010 (जिसे एतदपश्चात् उक्त अभिकरन माना जायेगा) को इस अधिसूचना के शासकीय राजपत्र में प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए, भारत सरकार के वाणिज्य मंत्रालय की शासकीय राजपत्र में दिनांक 20 दिसम्बर, 1965 की अधिसूचना सं. का.आ. 3975 के तहत प्रकाशित अधिसूचना में उपाबद्ध अनुसूचियों में विनिर्दिष्ट खनिज और अयस्क समूह-I, अर्थात् लौह अयस्क

तथा फेरोमैंगनीज, फेरोमैंगनीज स्लैग, के निर्यात से पूर्व निम्नलिखित शर्तों के अधीन पारादीप और धमरा पत्तन, में उक्त खनिज और अयस्क के निरीक्षण करने के लिए एक अभिकरण के रूप में मान्यता देती है, अर्थात् :

- (i) यह अभिकरण, खनिज और अयस्क समूह-I का निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अधीन निरीक्षण की पद्धति की जाँच करने के लिए निर्यात निरीक्षण परिषद् द्वारा निमित्त नामनिर्दिष्ट अधिकारियों को पर्याप्त सुविधाएं देगी; और
- (ii) यह अभिकरण, इस अधिसूचना में यथा विनिर्दिष्ट अपने कार्यों का निष्पादन करने के लिए, निदेशक (निरीक्षण और गुणवत्ता नियंत्रण) निर्यात निरीक्षण परिषद् द्वारा समय-समय पर, लिखित रूप में, दिए गए निर्देशों से आबद्ध होंगी।

[फा. सं. के-16014/13/2020-निर्यात निरीक्षण]

दिवाकर नाथ मिसरा, संयुक्त सचिव

MINISTRY OF COMMERCE AND INDUSTRY

(DEPARTMENT OF COMMERCE)

New Delhi, the 2nd December, 2020

S.O. 1039.—In exercise of the powers conferred by sub-section (1) of section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) read with sub-rule (2) of rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby recognises M/s Geo Chem Laboratories Private Limited, Plot No. 211, Sector-A, Zone B, Mancheswar Industrial Estate, Bhubaneswar-751010, as an agency for a period of three years with effect from the date of publication of this notification in the Official Gazette, for the inspection of Minerals & Ores, Group-I, namely, Iron Ore and Ferromanganese including ferromanganese slag, as specified in the Schedule annexed to the notification of the Government of India in the Ministry of Commerce, published in the official Gazette *vide* number S.O. 3975, dated the 20th December, 1965, prior to export of the said Minerals and Ores at Paradip Port and Dhamra Port, subject to the following conditions, namely: -

- (i) the said agency shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in carrying out the inspection specified under rule 4 of the Export of Minerals and Ores - Group I (Inspection) Rules, 1965; and
- (ii) the said agency, in performance of their function as specified in this notification shall be bound by such directions, as the Director (Inspection and Quality Control), Export Inspection Council may give in writing from time to time.

[F. No. K-16014/13/2020-Export Inspection]

DIWAKAR NATH MISRA, Jt. Secy.

कोयला मंत्रालय

नई दिल्ली, 1 दिसम्बर, 2020

का.आ. 1040.—केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 9 की उप-धारा (1) द्वारा शक्तियों का प्रयोग करते हुए, भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. 322, तारीख 5 मार्च, 2019, जो भारत के राजपत्र, भाग II, खंड 3, उप-खंड (ii), तारीख 9 मार्च, 2019 में प्रकाशित की गई थी, में निम्नलिखित संशोधन करती है, अर्थात् :-

2. उक्त अधिसूचना की, अनुसूची में, “(ख) वन भूमि” शीर्षक के अधीन,

सारणी के, स्तंभ (3) में, “कम्पार्टमेंट संख्या” शीर्षक के अधीन, “पी 492(भाग)” की प्रविष्टि के पश्चात् “पी 493 (भाग),” अंतःस्थापित किया जाएगा।

[फा. सं. 43015/41/2017-एलए एण्ड आईआर]

मुकेश, अवर सचिव

MINISTRY OF COAL

New Delhi, the 1st December, 2020

S. O. 1040.—In exercise of the powers conferred by sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Coal, number S.O. 322, dated the 5th March, 2019 published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 9th March, 2019, namely :-

2. In the said notification, in the Schedule, under the heading “(B) Forest land”,

in the table, in column (3), under the heading “Compartment number”, after the entry “P492(Part)”, the entry “P493(Part),” shall be inserted.

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

MUKESH, Under Secy.

नई दिल्ली, 1 दिसम्बर, 2020

का.आ. 1041.—जहां, केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाबद्ध अनुसूची में वर्णित परिक्षेत्र की भूमि में से कोयला अभिप्राप्त होने की संभावना है ;

और उक्त अनुसूची में वर्णित भूमि के क्षेत्र में अंतर्विष्ट करने वाला रेखांक संख्यांक आरईवी/05/2020, तारीख 01 अक्तूबर, 2020, का निरीक्षण सेंट्रल कोलफील्ड्स लिमिटेड (भूमि और राजस्व विभाग), दरभंगा हाउस, राँची – 834029 (झारखण्ड) के कार्यालय में अथवा महा प्रबंधक, सेंट्रल कोलफील्ड्स लिमिटेड, कथारा क्षेत्र, जिला बोकारो (झारखण्ड) या उपायुक्त, जिला बोकारो (झारखंड) के कार्यालय में या महा प्रबंधक (खोज प्रभाग) आर.आई.-III, केन्द्रीय खान योजना और डिजाईन संस्थान लिमिटेड, गोंडवाना प्लेस, कांके रोड, राँची (झारखंड) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता- 700001 के कार्यालय में किया जा सकता है।

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अनुसूची में वर्णित भूमि में कोयले का पूर्वोक्षण करने के अपने आशय की सूचना देती है।

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति -

- (i) सम्पूर्ण भूमि या उसके किसी भाग या उक्त भूमि में या उसके ऊपर किसी अधिकार के अर्जन पर आक्षेप कर सकेगा; अथवा
- (ii) उक्त अधिनियम की धारा 4 की उप-धारा (3) के अधीन की गई कार्रवाई से हुई क्षति या संभावित क्षति, अधिनियम की धारा 6 के अधीन किसी नुकसानी के लिए प्रतिकर का दावा कर सकेगा; अथवा
- (iii) उक्त अधिनियम की धारा 13 की उप-धारा (1) के अधीन समाप्त हो गई पूर्वोक्षण अनुज्ञप्तियों के संबंध में या उक्त अधिनियम की धारा 13 की उप - धारा (4) के अधीन समाप्त हो गये खनन पट्टे के लिए प्रतिकर का दावा कर सकेगा और उक्त अधिनियम की धारा 13 की उपधारा (1) के खण्ड (i) से खंड (iv) में

विनिर्दिष्ट मदों की बाबत उपगत व्यय को उपदर्शित करने के लिए पूर्वोक्त भूमि से संबंधित सभी मानचित्रों, सारणियों और अन्य दस्तावेजों को परिदत्त कर सकेगा।

इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिनों के भीतर महाप्रबंधक, सेंट्रल कोलफील्ड्स लिमिटेड, कथारा क्षेत्र, जिला बोकारो (झारखण्ड) अथवा महाप्रबंधक, सेंट्रल कोलफील्ड्स लिमिटेड, भूमि और राजस्व विभाग, दरभंगा हाउस, राँची - 834029 (झारखण्ड) को सुपुर्द करेगा।

अनुसूची

गोविंदपुर फेज - II ओ.सी.पी.

जिला - बोकारो (झारखण्ड)

(रेखांक संख्यांक आरईवी/05/ 2020, तारीख 01 अक्तूबर, 2020)

ग्राम	थाना संख्या	थाना	जिला	क्षेत्र		टिप्पणियां
				एकड़ में	हेक्टेयर में	
अरमो	11	बेरमो	बोकारो	459.05	185.85	भाग
कुल:				459.05 एकड़ (लगभग)	185.85 हेक्टेयर (लगभग)	

सीमा वर्णन :

सीमा रेखा	सीमा वर्णन
ए-बी-सी-डी-ई-एफ-जी-एच-आई-जे-के-एल-एम-एन-ओ-पी-ए	रेखा बिन्दु 'ए' से आरंभ होकर बिन्दु बी, सी, डी, ई, एफ, जी, एच, आई, जे, के, एल, एम, एन, ओ और 'पी' से गुजरते हुए और आरंभिक बिन्दु 'ए' पर मिलती है।

[फा. सं. 43015/19/2020-एलए एण्ड आईआर]

मुकेश, अवर सचिव

New Delhi, the 1st December, 2020

S. O. 1041.—Whereas, it appears to the Central Government that coal is likely to be obtained from the land in the locality described in the Schedule annexed hereto;

And, whereas, the plan bearing number Rev/05/2020, dated the 01st October, 2020, containing details of the areas of land described in the said Schedule may be inspected at the office of the Central Coalfields Limited (Land and Revenue Department), Darbhanga House, Ranchi- 834029 (Jharkhand) or at the office of the General Manager, Central Coalfields Limited, Kathara Area, District Bokaro (Jharkhand) or at the office of the Deputy Commissioner, District Bokaro (Jharkhand) or at the office of the General Manager (Exploration Division), RI- III, Central Mine Planning and Design Institute Limited, Gondwana Place, Kanke Road, Ranchi (Jharkhand) or at the office of the Coal Controller, I, Council House Street, Kolkata- 700 001.

Now, therefore, in exercise of the powers conferred by 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), the Central Government hereby gives notice of its intention to prospect for coal in land described in the said Schedule.

Any person interested in the land described in the above mentioned Schedule may -

- object to the acquisition of the whole or any part of the land or of any rights in or over such land; or
- claim compensation under section 6 of the said Act for any damage caused or likely to be caused by any action taken under sub-section (3) of section 4 thereof; or

- (iii) claim compensation under sub-section (1) of section 13 of the said Act in respect of prospecting license ceasing to have effect or under sub-section (4) of section 13 of the said Act, for mining lease ceasing to have effect and deliver all maps, charts and other documents relating to the aforesaid land to show the expenditure incurred in respect of items specified in clauses (i) to (iv) of sub-section (1) of section 13 of the said Act,

to the office of the General Manager, Central Coalfields Limited, Kathara Area, District Bokaro (Jharkhand) or General Manager, Central Coalfields Limited, Land and Revenue Department, Darbhanga House, Ranchi-834029 (Jharkhand) within a period of ninety days from the date of publication of this notification in the official Gazette .

SCHEDULE

GOVINDPUR PHASE – II OCP

DISTRICT- BOKARO (JHARKHAND)

[Plan bearing number REV/05/2020, dated the 01st October, 2020]

Village	Thana number	Thana	District	Area		Remarks
				In acres	In hectares	
Armo	11	Bermo	Bokaro	459.05	185.85	Part
Total :				459.05 acres (approximately.)	185.85 hectares (approximately)	

Boundary description:

Boundary Line	Boundary Description
A-B-C-D-E-F-G-H-I-J-K-L-M-N-O-P-A	Line starts from point 'A' and passes through points B, C, D, E, F, G, H, I, J, K, L, M, N, O and P and meets at starting point 'A'.

[F. No. 43015/19/2020-LA&IR]

MUKESH, Under Secy.

नई दिल्ली, 2 दिसम्बर, 2020

का.आ. 1042.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उप-धारा (1) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का.आ. 1989, तारीख 15 नवम्बर, 2019, जो भारत के राजपत्र, भाग II, खण्ड 3, उप-खण्ड (ii), तारीख 23 नवम्बर, 2019 में प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की 16.410 हेक्टेयर (लगभग) या 40.55 एकड़ (लगभग) भूमि या उस पर के सभी अधिकारों का अर्जन करने के अपने आशय की सूचना दी थी ;

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

और केन्द्रीय सरकार को पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और छत्तीसगढ़ सरकार से पुनः परामर्श करने के पश्चात् यह समाधान हो गया है कि इससे संलग्न पूर्वोक्त अनुसूची में वर्णित 16.410 हेक्टेयर (लगभग) या 40.55 एकड़ (लगभग) माप वाली भूमि या उस पर के सभी अधिकार अर्जित किए जाने चाहिए।

अतः अब केन्द्रीय सरकार उक्त अधिनियम की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि अनुसूची में वर्णित 16.410 हेक्टेयर (लगभग) या 40.55 एकड़ (लगभग) माप वाली भूमि या उस पर के सभी अधिकार अर्जित किए जाते हैं।

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक संख्या एसईसीएल/बीएसपी/जीएम(पीएलजी)/भूमि/533, तारीख 12 अक्टूबर, 2020 का निरीक्षण कलेक्टर, जिला सुरजपुर (छत्तीसगढ़) के कार्यालय में या कोयला नियंत्रक, 1, कांउंसिल हाउस स्ट्रीट, कोलकाता – 700001 के कार्यालय में या साउथ

ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग), सीपत रोड, बिलासपुर -495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है।

अनुसूची

महामाया ओसीपी विस्तार ब्लाक
भटगांव क्षेत्र
जिला सुरजपुर (छत्तीसगढ़)

(रेखांक संख्या एसईसीएल/बीएसपी/जीएम(पीएलजी)/भूमि/533, तारीख 12 अक्टूबर, 2020)

सभी अधिकार:

राजस्व भूमि :

क्रम सं.	ग्राम का नाम	ग्राम संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणियां
1.	जरही	103	प्रतापपुर	सुरजपुर	16.410	भाग
कुल : 16.410 हेक्टर (लगभग) या 40.55 एकड़ (लगभग)						

ग्राम जरही (भाग) में अर्जित किए जाने वाले प्लॉट संख्या: 33(भाग), 37/2, 38/1, 38/2, 39 से 47, 53 से 58, 61(भाग), 62(भाग), 66(भाग), 67 से 75, 341(भाग), 342(भाग), 483(भाग) से 485(भाग), 486/1, 486/2, 487, 488(भाग), 489(भाग), 490, 491(भाग), 492/1 से 492/4, 493/1, 493/2, 494 से 497, 498(भाग), 500(भाग), 501, 507(भाग), 553/1(भाग), 553/2, 555(भाग), 556(भाग), 557, 564/1 से 564/3, 566(भाग), 582(भाग), 583(भाग), 585(भाग), 589(भाग), 590(भाग), 591 से 595, 596(भाग), 597(भाग), 618(भाग) से 620(भाग), 621 से 623, 624(भाग), 625(भाग), 637(भाग), 638(भाग), 741(भाग), 748(भाग), 749, 750(भाग), 751(भाग), 752 से 755, 756(भाग), 757(भाग), 760(भाग), 772(भाग).

सीमा वर्णन :

ब्लाक — क:

क—ख रेखा बिन्दु "क" से आरंभ होती है और ग्राम जरही—बरौधी के भागत: सम्मिलित सीमा से होती हुई बिन्दु "ख" पर मिलती है।

ख—ग रेखा बिन्दु 'ख' से आरंभ होती है और ग्राम जरही के प्लॉट संख्या 37/2, के उत्तरी सीमा, 33, 58, 61, 62, 66 से होकर 75 के उत्तरी सीमा से होती हुई बिन्दु "ग" पर मिलती है।

ग—घ रेखा बिन्दु 'ग' से आरंभ होती है और ग्राम जरही के प्लॉट संख्या 75, 74, 73 के पूर्वी सीमा से होती हुई बिन्दु "घ" पर मिलती है।

घ—क रेखा बिन्दु 'घ' से आरंभ होती है और ग्राम जरही के प्लॉट संख्या 73, 72, 71, 70, 53, 46, 47 के दक्षिणी सीमा से होती हुई आरंभिक बिन्दु "क" पर मिलती है।

ब्लाक—ख:

ङ—च रेखा बिन्दु 'ङ' से आरंभ होती है और ग्राम जरही के प्लॉट संख्या 772, 483, 488, 489, 491 से होती हुई बिन्दु "च" पर मिलती है।

च—छ रेखा बिन्दु 'च' से आरंभ होती है और ग्राम जरही के प्लॉट संख्या 342, 341, 498, 500, 507, 582, 583, 585, 589, 590 से होकर प्लॉट संख्या 591, 592, 593, 594, 595 के पूर्वी सीमा, 596 से गुजरती

हुई 597, 556, 564 के पश्चिमी सीमा, 566, 556, 555, 553, 597 से होती हुई बिन्दु "छ" पर मिलती है।

छ—ज रेखा बिन्दु 'छ' से आरंभ होती है और ग्राम जरही के प्लॉट संख्या 618, 619, 620, 638 से होती हुई बिन्दु "ज" पर मिलती है।

ज—ड. रेखा बिन्दु 'ज' से आरंभ होती है और ग्राम जरही के प्लॉट संख्या 637, 624, 625/1, 625/2, 597, 596, 741, 748, 750, 751, 757, 756, 760, 491, 485, 484, 483, 772 से होती हुई आरंभिक बिन्दु "ड" पर मिलती है।

[फा. सं. 43015/06/2019—एलए एण्ड आईआर]

राम शिरोमणि सरोज, उप सचिव

New Delhi, the 2nd December, 2020

S. O. 1042.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 1989, dated the 15th November, 2019 issued under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 23rd November, 2019, the Central Government gave notice of its intention to acquire 16.410 hectares (approximately) or 40.55 acres (approximately) land or all rights in or over such lands specified in the Schedule appended to that notification;

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

And whereas, the Central Government after considering the aforesaid report and after consulting the Government of Chhattisgarh, is satisfied that the lands measuring 16.410 hectares (approximately) or 40.55 acres (approximately) with all rights in or over such lands as described in the aforesaid Schedule should be acquired.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that the land measuring 16.410 hectares (approximately) or 40.55 acres (approximately) with all rights in or over such lands as described in the said Schedule are hereby acquired.

The plan bearing number SECL/BSP/GM/(PLG)/LAND/533, dated the 12th October, 2020 of the area covered by this notification may be inspected in the Office of the Collector, District Surajpur (Chhattisgarh) or in the office of the Coal Controller, 1, Council House Street, Kolkata – 700001 or in the office of the South Eastern Coalfield Limited (Revenue Section), Seepat Road, Bilaspur-495006 (Chhattisgarh).

SCHEDULE

Mahamaya OCP Extension Block
Bhatgaon Area
District Surajpur (Chhattisgarh)

[Plan bearing number SECL/ BSP/ GM(PLG)/ LAND/ 533, dated the 12th October, 2020]

All rights:

Revenue Land:

Sl. No.	Name of village	Village number	Tehsil	District	Area in hectares	Remarks
1.	Jarhi	103	Pratappur	Surajpur	16.410	Part
Total :- 16.410 hectares (approximately) or 40.55 acres (approximately)						

Plot numbers to be acquired in village Jarhi (Part): 33(P), 37/2, 38/1, 38/2, 39 to 47, 53 to 58, 61(P), 62(P), 66(P), 67 to 75, 341(P), 342(P), 483(P) to 485(P), 486/1, 486/2, 487, 488(P), 489(P), 490, 491(P), 492/1 to 492/4, 493/1, 493/2, 494 to 497, 498(P), 500(P), 501, 507(P), 553/1(P), 553/2, 555(P), 556(P), 557, 564/1 to 564/3, 566(P), 582(P), 583(P), 585(P), 589(P), 590(P), 591 to 595, 596(P), 597(P), 618(P) to

620(P), 621 to 623, 624(P), 625(P), 637(P), 638(P), 741(P), 748(P), 749, 750(P), 751(P), 752 to 755, 756(P), 757(P), 760(P), 772(P) .

Boundary description:

Block – A :

- A-B Line starts from point 'A' and passes along partly common boundary of villages Jarhi-Barudhi and meets at point 'B'.
- B-C Line starts from point 'B' and passes in village Jarhi along northern boundary of plot number 37/2, through plot numbers 33, 58, 61, 62, 66, along northern boundary of 75 and meets at point 'C'.
- C-D Line starts from point 'C' and passes in village Jarhi along eastern boundary of plot numbers 75, 74, 73 and meets at point 'D'.
- D-A Line starts from point 'D' and passes in village Jarhi along southern boundary of plot numbers 73, 72, 71, 70, 53, 46, 47 and meets at starting point 'A'.

Block-B:

- E-F Line starts from point 'E' and passes in village Jarhi through plot numbers 772, 483, 488, 489, 491 and meets at point 'F'.
- F-G Line starts from point 'F' and passes in village Jarhi through plot numbers 342, 341, 498, 500, 507, 582, 583, 585, 589, 590, along eastern boundary of 591, 592, 593, 594, 595, through plot number 596, along western boundary of 597, 556, 564, through 566, 556, 555, 553, 597 and meets at point 'G'.
- G-H Line starts from point 'G' and passes in village Jarhi through plot numbers 618, 619, 620, 638 and meets at point 'H'.
- H-E Line starts from point 'H' and passes in village Jarhi through plot numbers 637, 624, 625/1, 625/2, 597, 596, 741, 748, 750, 751, 757, 756, 760, 491, 485, 484, 483, 772 and meets at starting point 'E'.

[F. No. 43015/ 06/ 2019-LA&IR]

RAM SHIROMANI SAROJ, Dy. Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 26 नवम्बर, 2020

का. आ. 1043.—पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962, (1962 का 50) (इसके बाद उक्त अधिनियम कहा गया है) की धारा 2 की उप-धारा (ए) के अनुसरण में, केन्द्र सरकार उक्त अधिनियम के अधीन निम्न तालिका के कॉलम (2) में उल्लिखित क्षेत्रों के संबंध में कॉलम (3) में उल्लिखित प्रचालनरत पेट्रोलियम पाइपलाइनों के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड हेतु उक्त अधिनियम के अंतर्गत सक्षम प्राधिकरण के कार्यों के निष्पादन के लिए निम्न तालिका के कॉलम (1) में उल्लिखित व्यक्ति को प्राधिकृत करती है : —

व्यक्ति का नाम और पता	क्षेत्राधिकार का क्षेत्र	पेट्रोलियम पाइपलाइन (न्स) का नाम	परिवहन किए जाने वाले उत्पाद / उत्पादों
(1)	(2)	(3)	(4)
श्री जयदेव मन्ना उप महाप्रबंधक (प्रचालन), इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पूर्वी क्षेत्र पाइपलाइन	पश्चिम बंगाल राज्य	हल्दिया मोरिग्राम राजबन्ध पाइपलाइन	एमएस, एसकेओ, एचएसडी, पीसीके, एटीएफ

इससे पूर्व दिनांक 24 सितंबर 2016 के भारत के राजपत्र में प्रकाशित दिनांक 21 सितंबर 2016 के का.आ. 3055 (ई) के अंतर्गत पश्चिम बंगाल राज्य में इंडियन ऑयल कॉर्पोरेशन लिमिटेड के लिए अधिसूचित सक्षम प्राधिकारी, श्री मलय सरकार, मुख्य प्रचालन प्रबंधक, एचएमआरबीपीएल को डी-नोटिफाइड समझा जाए।

यह अधिसूचना जारी होने की तारीख से लागू होगी।

[फा. सं. आर-11025(11)/19/2018-ओआर-आई/ई-27024]

पी. सोमाकुमार, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 26th November, 2020

S. O. 1043.—In pursuance of sub-section (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962), (hereinafter called the said Act), the Central Government hereby authorizes the person mentioned in column (1) of the table given below to perform the functions of the Competent Authority under the said Act for Indian Oil Corporation Limited in respect of areas mentioned in column (2) for the operational petroleum pipelines laid under the said Act mentioned in Column (3) of the said Table:-

Name and Address of the Person	Area of Jurisdiction	Name of Petroleum Pipeline(s)	Product/products being transported
(1)	(2)	(3)	(4)
Shri Jaydeb Manna Deputy General Manager (Operations), Indian Oil Corporation Limited Eastern Region Pipelines	West Bengal state	Haldia Mourigram Rajbandh Pipeline	MS, SKO, HSD, PCK, ATF

Earlier notified Competent Authority for Indian Oil Corporation Limited in the State of West Bengal, Sh. Malay Sarkar, Chief Operations Manager, HMRBPL vide S.O. 3055(E) dated 21st September 2016 published in the Gazette of India dated 24th September 2016 stands de-notified.

This notification will be effective from the date of its issue.

[F. No. 11025(11)/19/2018-OR-I/E-27024]

P. SOMAKUMAR, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 9 नवम्बर, 2020

का.आ. 1044.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स अध्यक्ष एवं प्रबंध निदेशक, इलेक्ट्रॉनिक्स कॉर्पोरेशन ऑफ इंडिया लि., हैदराबाद, 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 - 2 धनबाद, के पंचाट (संदर्भ संख्या 87/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 11.03.2020 को प्राप्त हुए थे।

[सं. एल- 42012/167/2015- आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 9th November, 2020

S.O. 1044.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 87/2015) of the Central Government Industrial Tribunal-cum Labour Court- 2 Dhanbad, as shown in the Annexure, in the Industrial dispute between the employers in relation to The C.M.D., Electronics Corporation of India Ltd., Hyderabad & Others, and their workmen which were received by the Central Government on 11.03.2020.

[No. L-42012/167/2015 IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2), AT DHANBAD****PRESENT** :Dr.S. K.Thakur, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D.Act., 1947

REFERENCE NO. 87 OF 2015**PARTIES :**

Sri Gautam Kumar,
S/o Late Sipahi Bhagat,,
C/O Shri Sant Kumar, New Bye pass Road,
Hanuman Nagar,
Patna (Bihar) -800020

Vs.

The C. M.D.,
M/s Electronics Corporation of India Ltd.,
A Government of India Enterprises (Dept. of Atomic Energy).
PO: ECIL, Hyderabad-500062

Order No. L-42012/167/2015-IR(DU) dt.26.10.2015**APPEARANCES :**

On behalf of the workman/Union : None

On behalf of the Management : Mr. Tarun Mukherjee, Rep. of the Management

State : Jharkhand**Industry : Energy**Dated, Dhanbad, the 26th December, 2019**AWARD**

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act.,1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. **L-42012/167/2015-IR (DU) dt.26.10.2015**

SCHEDULE

“Whether the action of the Management of ECIL to terminate the services of Shri Gautam Kumar in contrary to the mandatory provisions is valid? If not, what relief the workman is entitled for?”

2. On receipt of the Order No. **L-42012/167/2015-IR (DU) dt.26.10.2015** as reference from the Government of India, Ministry of Labour & Employment, New Delhi for adjudication of the dispute, It was registered as Reference case No. 87 of 2015 on 26.10.2015 before this Tribunal and accordingly an order to that effect was passed to issue notices through the Registered Post to the parties concerned directing them to appear before the Tribunal on the date fixed and to file their written statements along with the relevant documents. In pursuance of the said order notices by the Registered Post were sent to the parties concerned.

3. The Industrial Dispute case Record was heard finally on as on date, i.e., 27.11.2019 to deal with submission of the Written Statement of Claim an onus on the part of the Sponsoring Union lying pending since 26.10.2015, the date of issuance as referred by the Government of India, New Delhi to this Tribunal. None from either party found present on call nor did file the Written Statement of Claim or appearance .Moreover notices dtt.11.01.2016, 02.09.2019 and lastly on 05.11.2019 were served to the both of parties under Regd. Post at their respective addresses. Hearings of the case were conducted on 25.02.2016, 02.06.2016, 20.07.2016, 15.09.2016, 17.11.2016. 19.09.2019 and finally on 27.11.2019.

4. During the hearing on 19.09.2019, Mr. Tarun Mukherjee representing for Management by personal appearance made submission before the Tribunal that the cases with similar nature had already been transferred to the Industrial Tribunal, Patna and final order was also gone in their favour. Accordingly the Management Representative was suitably directed to file a petition with relevant documents to substantiate fact of whatever submission made by him orally before the Tribunal within one month and next date to be fixed after submission of petition with document(s) though for stepping the record was placed on 14.04.2016/15.04.2016, 10.01.2017, 27.02.2017, 19.04.2017, 12.06.2017, 10.08.2017, 03.10.2017, 22.11.2017 and 26.08.2019. The case was registered on 05.11.2015 and did not find way to sail through as possibly contrary view taken by the Sponsoring Union. So far as the Written Statement of Claim from the party who has raised the dispute is concerned it should have been filed within 15 days of the receipt of the order as stated in the Order of Reference from Government of India, which reads as follows :

“The Parties raising the dispute shall file a statement of claim complete with relent documents, list of reliance and witnesses with the Tribunal within fifteen days of the receipt of this order of reference and also forward a copy of such statement to each one of the opposite parties involved in this dispute under rule 10(b) of the Industrial Disputes (Central), Rules, 1957. “

5. The case matter relates to the issue referred to the Tribunal with regard to termination of services of Shri Gautam Kumar in violation of the mandatory provisions by the Management of M/s Electronics Corp. Of India Ltd. ,Patna seeking relief by adjudication in exercise of the powers conferred by clause (d) of Sub-Section (1) and Sub-Section (2A) of Sec.10 of the I.D. Act ,1947 (14 of 1947) before the Tribunal.

6. It is also noteworthy to mention that hearing of the proceedings of the case under trial adjournments granted on numerous times on different pretext since its issuance for the end of the natural justice, but it could not yield desired result. So the Case Record was reserved for Award on 27.11.2019 itself as the workman concerned proved failure to file the Written Statement of Claim nor made appearance even after so much opportunity in form of Notices and adjournments availed by him in the line of the natural justice. The legal proceedings could not proceed further to determine the issue by the Tribunal largely because the workman avoids de novo hearing of the entire case.

7. In the light of the facts and materials on record it is evident that the workman concerned/ petitioner during the entire hearing ranging over five years never showed seriousness/willingness to proceed with the instant Reference case since 26.10.2015. That is why the Tribunal does not see a glimpse of hope that if there is even little scope to proceed further. Therefore the workman is understood to need not seek for any relief from the Management being devoid of merits and award is passed absolving of all the issue under reference accordingly with no relief in the matter.

Dr. S. K. THAKUR, Presiding Officer

नई दिल्ली, 25 नवम्बर, 2020

का.आ. 1045.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेघाहातुबुरु किरीबुरु आयरन ओर माइन के प्रबंधतंत्र संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 2, धनबाद के पंचाट (संदर्भ सं. 57/2000) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.11.2020 को प्राप्त हुआ था।

[सं. एल-26011/2/2000-आई आर (एम)]

नवीन वैद्य, उप निदेशक

New Delhi, the 25th November, 2020

S.O. 1045.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 57/2000) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the management of Meghahatuburu Kiriburu Iron Ore Mine and their workmen, received by the Central Government on 25.11.2020.

[No. L-26011/2/2000-IR (M)]

NAVIN VAIDYA, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO .2), AT DHANBAD

PRESENT: Dr. S.K.Thakur, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D.Act., 1947

REFERENCE NO. 57 OF 2000

PARTIES:

The Zonal Secretary,
Bokaro Steel Workers' Union,
P.O. Meghahatuburu,
Singhbhum.
(Jharkhand)

Vs.

The Dy. General Manager, (Mines)
Meghahatuburu Iron Ore Mine,
PO: Meghahatuburu-833223
Singhbhum (W), (Jharkhand)
Order No. L-26011/2/2000/IR(M) dt.19.05.2000

APPEARANCES :

On behalf of the workman/Union : Shri Manoranjan Sahu & others Representatives of the workmen

On behalf of the Management : Mr. D.K.Verma & others. Ld. Advocates

State : Jharkhand

Industry : Mines

Dated, Dhanbad, the 21st March, 2020

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act.,1947 has referred the following dispute to this Tribunal for adjudication vide their **Order No. L-26011/2/2000/IR (M) dt. 19.05.2000.**

SCHEDULE

“Whether the action of the Management of Meghahatuburu Kiriburu Iron Ore Mine in denying to resolve demand No. 1 to 6 (except No.2) of the Union is justified? If not, to what relief the concerned workman is entitled?”

(2) As regards the Charter of demand the same was not originally appended with the original Schedule of the Reference but later on Ministry vide its Letter No. F.No. L-26011/2/2000-IR (Misc) dated 10.01.2008 referring there a copy of the Notice for “Slow Down Work” Meghahatuburu Iron Ore Mines w.e.f. 10.10.1997 so submitted by the Bokaro Steel workers Union (INTUC), Meghahatuburu Branch containing charter of six demands termed it as Charter of demand read with the schedule for complete reference as testifying it .The Charter of demand of the Schedule as follows:

- 1) Regarding immediate decision for promotion of 61 workmen of Meghahatuburu of various Deptt. vide our letter No. BSWU/06/08/97-98/863 dt. 12.06.1997 and letter no BSWU/MIOM/97/032 dt.11.06.1997 and Charter of demands given by General Secretary vide letter No. BSWU/MBR/97/026 dt. 20.03.91
- 2) Regarding allotment of quarters on medical ground vide letter no. BSWU/MIOM/97/RKG/022 dt.12.08.1997.
- 3) Regarding holding of timely interview for E-O post as per personnel manual.
- 4) Regarding enhancement of Production Incentive of Ministerial staff from 28% to 36% as per BSL
- 5) Regarding wrong fitment of basic pay of few Ministerial staff of Meghahatuburu, vide letter No. BSMU/MIOM/97/013 dt.06.03.1997
- 6) Regarding not inviting our Union BOARO STEEL WORKERS UNION (INTUC), Meghahatuburu Branch for signature on the agreements like that of BMDC Mines workers union, (AITUC)

Meghahatuburu Branch though (AITUC) NMDC Mines Branch for Meghahatuburu Iron Ore Mines Meghahatuburu, prior to implementation for the same for welfare /betterment of the employee of Meghahatuburu Iron Ore Mines .

(3) On receipt of the **Order No. L-26011/2/2000/IR (M) dt.19.05.2000** of the reference from the Government of India, Ministry of Labour & Employment, New Delhi for adjudication of the dispute, it was registered as Reference case No. 57 of 2000 on 13.07.2000 and accordingly an order to that effect was passed to issue notices through the Registered Post to the litigant parties concerned, directing them to appear before the Tribunal on the date fixed and to file their written statements along with the relevant documents. In pursuance of the said order notices by the Registered Post were sent to the parties concerned.

(4) Mr. R.K.Gupta, Union Representative appearing from the petitioners filed the Written Statement of claim on 23.10.2002 during Camp Court at Meghahatuburu (West Singhbhum), Jharkhand exchanging with copy of the same with the Opposite Party/Management. The contents of the Statement as stated in parawise, mentioned hereunder:

- a) That the Meghahatuburu Iron Ore Mines was earlier owned by the by the National Mineral Development Corporation Ltd, a (Government of India Enterprises having its head (Corporate) Office at Hyderabad by virtue of the Public Sector Iron and Steel Companies (Restructuring and Miscellaneous Provision Act, 1978 (No. 16 of 1978) the Meghahatuburu Iron Ore Mines has been transferred to the Steel Authority of India Ltd., having its Head Office (Corporate) Office at New Delhi. Under the provision of Section 15 of the of the above said act, the rights service conditions of the employees and Certified Standing Orders and benefits of wage settlements continue to be applicable to the employees above said and their workmen even now.
- b) That by its letter no. BSWU/MICM/97-98 dt.03.10.1997 the above said Union addressed to the SAIL-RMD Meghahatuburu Kiriburu Complex, Meghahatuburu (Here it is submitted that the Management has improperly named and styled itself as such and so the employees in the have also been writing as SAIL-RMD .It is also submitted that Raw Materials Department is a commercial establishment and the its Executive Director (Mines) as high ranking authority of the Company is having this office at the RMD Office at Kolkata and this being so the workmen have also been writing as the Management has been doing so, It is also submitted that the certified Standing Orders of MIOM do not have the name of the Industrial Establishment other-wise.
- c) That by its letter no. BSWU/MIOM/97-98/033 dt.3/10/1997 addressed to the SAIL, (RMD) Meghahatuburu Kiriburu Complex, Meghahatuburu (here it is submitted that the management has improperly named and styled itself as such and so the employees in the have also been writing as SAIL, RMD. It is also submitted that the Raw Materials Division is a commercial Establishment and the its Executive Director (Mines) as high ranking authority of the company having this office at the RMD Office at Kolkata and this being so the workmen have also been writing as the Management has been doing so. It is also submitted that Certified Standing Orders of MIOM do not have the name of the Industrial Establishment other –wise.
- d) That by its letter No. BSWU/MIOM/97-98/033 dt.3/10/1997 addressed to the General Manager, SAIL (RMD) Meghahatuburu Kiriburu Complex of Iron Ore Mines located adjacent to each other, the Union submitted the following six demands:
 1. Regarding immediate decision for promotion of sixty one workmen of Meghahatuburu Iron Ore Mines in its various departments vide Union letter No. BSMU/06/08/97-98/863 dt.12.06.1997 and letter no BSWU/MIOM/97/032 dt.11.06.1997 and charter of Demand given by the General Secretary vide Union's letter's BSWU/MBR/97/026 dt.20/03/1997.
 2. Regarding allotment of quarter on against of medical ground, vide letter no. BSWU/MIOM/97/RKG/022 dated 12.06.1997.
 3. Regarding holding of timely interview for E-O posts as per personnel manual.
 4. Enhancement of production/incentive of Ministerial staff from 28% to 36% as per BSL
 5. Regarding wrong fitment of Basic pay of few ministerial staff of Meghahatuburu vide letter no. BSWU/MIOM/97/013 dated 06.03.1997.
 6. Regarding not inviting our Union, Bokaro Steel Workers" Union (INTUC) Meghahatuburu Branch for signature on agreements like that NMDC Mines" Workers' Union (AITUC) NMDC Mines Workers' Union is not a recognized Union Meghahatuburu Branch for Meghahatuburu Iron Ore Mines, Meghahatuburu prior to implementation of the same for welfare/betterment of the employees of Meghahatuburu Iron ore Mines.

A copy of the above said letter dated 3/10/1997 addressed to the General Manager, SAIL, Kiriburu-Meghahatuburu Complex at Meghahatuburu Jharkhand is annexed herewith marked as ANNEXURE-A to this written statement. Here it is submitted that the management has incorrectly added RMD after SAIL in its letter heads and this is contrary to the Public Sector Iron & Steel Companies (restructuring) and Misc. provisions act 1978 and its certified Standing Order of Meghahatuburu Iron Ore Mines of SAIL certified under the provision of the Industrial Employment (Standing Order) Act 1946.

- e) That the petitioner states that by wage settlement dated 30/10/1971 arrived at between the this Management of the then National Mineral Development Corporation Ltd. and their workmen spread over different parts of India including Kiriburu Iron Ore Mines arrived at before the Dy. Chief Commissioner (Central) at New Delhi according to the above said settlement of the different scales of pay standard designations like of promotion of workmen of different designations and job description hence been settled and the same.
- f). That the petitioner states and submits that standard designations likes of promotions of job descriptions etc of the workmen in all the Mines of the Company, NMDC Limited are laid down in the tripartite wage settlement arrived at between the management of NMDC Ltd. (then owner of the Mines) and their workmen before the Dy. Chief Labour Commissioner (Central) Government of India, Ministry of Labour, New Delhi and Conciliation Officer at New Delhi under the provision of the Industrial Disputes Act 1947 and still applicable.
- g). That in accordance of the standard designations and promotion policy of the Management, the management has issued an internal circular vide no MBR/PER/51(20)/92/Pt dated 17/8/1992 for the post of (1) Mechanic Gr. III (2) CPO/Electrician Gr. III (3) Machine Tool Operator Gr. III 4) Light Vehicle Driver Gr. II (5) Drill Operator Gr. III (6) Welder /Gas Cutter Gr. III (7) Machine cum Operator Gr. III (8) CPO/Electrician Gr.III (9) Belt Vulcanizer cum Mechanic Cum Operator Gr. III L-3 Grade in the scale of pay of Rs. 1415-28-1611-32-1835/- signed by Dy. Manager (P&A) Mr.C. Tete the last date of submission of application of eligible candidates (L-2 & L-1) on or before 26.08.1992.
- h) That after submission of application and after scrutinizing by the concerned department, the Interview letters were issued group wise and the date of interview were fixed in different dates.
- i) That after finalization of all formalities the appointment letters were issued vide Order No. MBR/PER/REC/IC/92 dated 12/11/1992 for the post of Mechanic Gr. III and MTO Gr. III in first appointment.
- j) That after getting promotion order 14 employees in order dated 12/11/1992 joined on duty in L-3 grade and they did duty for a month after passing one month, a separate circular were issued vide No. MBR/PER/REC/IC/92 dated 16/12/1992 and a 14 employee were downgraded as Junior Mechanic and Junior MTO.
- h) That the Management has issued appointment letter in all other posts as mentioned in para 6 but in downgraded designation as Junior CPO/Electrician, Junior Light vehicle Driver, Junior Drill operator, Junior mechanic Cum Operator, Junior CPO/Electrician, Junior Belt Vulcanizer cum Mechanic cum Operator Junioer CPO/Electrician, Junior Belt Vulcnizercum Mechanic –cum-Operator.
- i) That the submission that when we were called for interview application required by the management L-3 grade in the scale of pay of Rs. 1415-28-1611-32-1835/- but appointment letter has been given in down grade designation as Junior CPO cum electrician, Junior Light Vehicle driver, Junior Drill Operator, Junior Mechanic cum Operator, Junior CPO cum Electrician, Junior Belt Vulcanizer cum Mechanic cum operator in the scale of pay was same as Khalasi Gr.I/ Khalasi Gr.II
- j) That the funny thing is that the Management has changed their order of down gradation attitude with the 14 employees and their case has been settled with designation In L-3 Grade with monetary benefit.
- k) That the Union receives its right to amend, alter or modify this settlement of claim.
- l) That in our case 61 employees being deprived of their promotion and monetary benefit which is beyond our imagination and hope. It is stated that on the same issue and on the same internal circular the Management is adopting double standard policy in our case.
- m) That the Union demand the case may be settled at par with the 14 employees with monetary benefit and promotion and to determine the amount/amounts due to petitioner/applicant with

interest, back money value and the compensation at the rate 10 time as contemplated in Minimum Wages Act., 1948.

(5) On the other hand Written Statement on behalf of the Management of Meghahatuburu and Kiriburu Iron Ore Mines Opposite Party/Management filed on 16.07.2003 with serving of copy to the Union Representative on 25.06.2004, denied all the facts put forth by the Sponsoring Union as contained in the Written Statement of the Claim. The denials of the facts as point wise together with para-wise comments are also briefed hereunder:

- a) That the Government of India, Ministry of Labour vide order no. L26011/2/2000/IR (M) dated 19.05.2000 refer the dispute in the following schedule for adjudication of the same before this Tribunal.
- b) That the above reference is bad in law being not specific. No dispute existed between Kiriburu Iron Ore Mine. Even then the appropriate Government has wrongly included the name of Kiriburu Iron Ore Mines which shows total non-application of mind on the part of the appropriate Government. The appropriate Govt. has not annexed any list of demand while referring the dispute before this Hon'ble Tribunal. Apart from above, the statement of claims of BSWU has no basis both by law and as well as in facts. As such, the statement of claims of the Union should be rejected in limine.
- c) That the Bokaro Steel workers Union is not a recognized Union. As such it has no locus standi to raise the dispute.

PARAWISE COMMENTS

Since the Opposite Party/Management has not submitted Written Statement with its contention in reference to the points taken in W.S. filed by the Union and instead has submitted para-wise comments on the W.S. of the Union, the relevant para-wise comments are reproduced below for record:

- d) In reply to para 1 of the written statement of claims of the union it is submitted that the contents of this para are denied save and except which are matters of record.
- e) In reply to para 2 of the written statement of the union it is submitted that the contents of this part are denied save and except which are matters of records.
- f) In reply to para 3 of the written statement of the claims of the union, the union vide letter dt.03.10.1997 served one notice for slow down work in Meghahatuburu and not against Kiriburu Iron Ore Mines. It is further submitted U/S 5(b) of the Public Sector Iron & Steel Cos. (restructuring) Misc. Provisions Act.1978 the said Meghahatuburu Iron Mines, which was a unit of National Mineral Development co. Ltd., transferred to Steel authority of India Ltd. after that Meghahatuburu Iron Ore Mines became a captive mines of Bokaro steel Plant. In the year 1989, SAIL Board had decided to form one separate unit namely Raw Materials Division under the said unit all captive mines of different steel Plants except Bhilari Steel Plant came under the jurisdiction of the said Unit. As such, after the inclusion of Meghahatuburu Iron Ore Mines in Raw Materials division, there is no harm to writ as MIOM, RMD, SAIL

Therefore the contention of the Union is bad, false and untrue and has no basis. As such the same should be rejected.

- g) In reply to Para 4 of the written statement of the Union it is submitted that BSWU has served one notice vide letter dated 03.10.1997 for slow down work in MIOM w.e.f. 10.01.1997 which letter inter alia contained 6 Nos. of demand.
- h) It is further submitted that the said demand of the union had no basis and the same were not based any ground rather the same were fake and untrue demand.

With regard to last part of this para, it is submitted that in the year 1989 with a view to better supply of raw materials to integrated Steel Plants of SAIL situated in different parts of the country the SAIL Board formed a new unit called Raw Materials division having its head office situated at Kolkata. After the formation of the said RMD, all captive mines of different Steel Plants, except the Mines of Bhilai steel Plant, came under the said division. Consequently, Meghahatuburu Iron Ore Mines which was previously the captive mine of Bokaro Steel Plant came under RMD. Therefore, the inclusion of RMD, SAIL after the name of Meghahatuburu Iron Ore Project is not unjustified rather the same is just, proper and reasonable.

- i) In reply to para 5 of the written statement of the Union, it is submitted that as per S.5 of the Public Iron and Steel (Restructuring) and Misc. Provisions Act the MIOP was transferred to SAIL. After the said transfer, SAIL has enacted different rules, regulations and settlement, promotion policy, designation job description, wage settlement etc. on different times with regard to, promotion or wages are applicable to the employees of MIOM. Therefore, the contention of the Bokaro Steel Workers Union is incorrect, wrong as such should be rejected.

- j) In reply to para 6 of the Written Statement of the union, it is submitted that after the transfer, the standard designations, job descriptions, etc of MIOM are applicable to the employees of MIOM as per the rules and regulations of the SAIL. Therefore, the contention of the union is incorrect and bad.
- k) In reply to para 7 of the written statement of the union, it is submitted that as routine matter. The management had issued two internal circulars for the following post:-CPO/Electrical Gr.III, Mechanic Tool Operator, Gr.III Mechanic Gr.III, Light Vehicle driver, Gr.III, Drill Operator, Gr.III, Welder cum Gas cutter, Gr.III, Mechanic cum Operator, Gr.III, CPO/Electrician Gr.III, Belt Vulcanizer cum Operator, Gr.III.
- l) In reply to para 8 of the written statement of the union, it is submitted that after getting applications from different employees the management issued interview letters to the employees. Therefore, the contention of this para of the union are false, untrue and incorrect and liable to be rejected.
- m) In reply to para 9 of the written statement of the union, it is submitted that the Management had issued appointment orders No. MBR/PER/REC/IC/92 dated 12.11.92 to the post of Mechanic Gr.III and MTO Gr.III in respect of 14 employees.
- n) In reply to para 11 of the statement of claim, it is submitted that two internal circulars, were issued in which the following posts were mentioned CPO/Electrician, Gr.III, Mechanic Tool Operator, Gr.III, Mechanic Gr.III, Light Vehicle Driver, Gr.III, Drill Operator, Gr.III, Welder cum gas cutter Gr.III, CPO/Electrician Gr.III, Belt Vulcanizer cum Mechanic cum Operator Gr.III. It was decided that initial appointment against the internal circular should be in L-2 grade and by order dated accordingly their appointment has been made in L-2 Grade. The employees for whom the union now raised the instant dispute were initially offered appointment in L-2 grade and against such appointment order in L-2 grade without raising any objection whatsoever.
- o) In reply to para 12 of the written statement of claim of the union, it is submitted that though in the internal circular the grade was mentioned as L-3 but the Management offered the workmen for the post of L-2 grade. The workman duly accepted the offer of appointment issued on different dates by the Management and accordingly the workmen joined their duty without raising any objection whatsoever.
- p) In reply to para 13, of the written statement of claims of the union, it is submitted that vide an appointment order being No. MBR/PER/REC/IC/92 dated 12.11.1992 14 employees were employed in the grade of L-3. Subsequently, however, it was decided after their initial appointment against the above said circular should be in L-2 grade and by order dated 16.12.1992 their appointment were made in L-2 grade. They had already joined in L-3 scale earlier and become senior employees. The NMDC workers Union, the recognized union raised dispute regarding their seniority, appointment in L-2 scale etc. The management and the union discussed the issue amongst themselves and it was agreed by the parties in the minutes of the Bipartite settlement dated 04.05.94 that the said employees should be given notional seniority in L-3 scale after regularization in such scale w.e.f. 31.12.1992. Accordingly, Office order No MBR/PER/REC/1/C/92 dated 21.07.1994 was issued in respect of 14 employees treating them notionally w.e.f. 31.12.1992.

It is significant that neither at the time of bipartite settlement dated 04.5.94 nor here after when office order dated 21.07.94 was issued there was no whisper of any dispute raised by other employees who were appointed on 16.12.1992 or thereafter.

- q) In reply to para 14, it is submitted that the written statement of the union are false, untrue and illegal and therefore the same should be rejected without giving them any scope to amend, after, or modify the statement of claims.
 - r) In reply to para 15, it is submitted that 61 employees who have rightly employed in L2 Grade and duly accepted their offer of appointment and joined their duty without any objection whatsoever.
 - s) In reply to the prayer made by the union, it is submitted that the case of 14 employees are totally different with these of 61 employees. As such the question of giving monetary benefit and promotion at par with the 14 employees does not and cannot arise. Therefore demand of the Union is completely unjustified, baseless and has no legal standing. As such the prayer of the Union should be rejected.
 - t) The management reserves its right to amend, after, modify the said written statement or any part of thereof and to adduce oral and documentary evidence as and when required or advised.
 - u) In the premises, it is humbly prayed that the written statement of claims of the union should be rejected and a suitable Award may kindly be passed.
- (6) The Sponsoring Union in a supplementary statement filed rejoinder denying all the allegations categorically levelled by the O.P./Management rather put forward the claim justified and legal seeking relief

from the Management. The Sponsoring Union filed voluminous documents in support of their claims without coming to specific.

(7). At the very outset it is noted that the Industrial Dispute Case before this Tribunal was originated long back in the year 2000 with registration on 19.06.2000. By filing of Written Statement of claim by the Workmen Union and which was countered by the O.P./Management in its Statement of Claim on 16.07.2003. The Industrial case is in relation to unresolved charter of demand of the workmen concerned without disclosing the names of workmen involved in the reference over which after lots of sincere efforts, the supplementary charter of demand was sent so as to complete the Industrial Dispute reference. At a glance over the case it was observed from the submission from Union and as well management side that a number of Representatives took over representing the case from time to time like M/Mr.R.K.Gupta, Mr. Manoranjan Sahu Mr. Anand Kumar so did there was no exception from the Management side also viz. Mr. B. Mukherjee, Law Officer of the Management, Mr. A. Roy Choudhary, Mr. P. K. Basu Muzamdar Joint Principal Law Officer and Mr. D. K. Verma Ld. Advocate respectively. Both sides, Sponsoring Union/workmen Representative as well as O.P./Management, also filed voluminous documents in support of their claims under signatures as a token of receipt, and also initiation of actions they have taken in their respective aspect bearing a few of them, pertaining to the Management as exhibited. Shri Manoranjan Sahu, Representative of the Sponsoring Union has also made self deposition in affidavit duly signed on 27.02.2014. As regard the list of the 61 workmen and their staff Nos, lying pending, was submitted under signature of Mr. R. C. Hansda, Zonal Secretary, BSWs(INTUC), Meghahataburu Branch through Ld. Advocate Mr. Anand Kumar on 05.06.2014.

(8) There had been a series of Notices served upon the address referred at the Sponsoring Union and management as well. Specifically Notices dt. 02.08.1991, 03.06.2002, 12.12.2005, 13.03.2006, 28.04.2006, 21.01.2007 and 03.04.2012. Besides, hearings were held off & on at Camp Court; Kolkata even then there was a standoff over charter of demand which appears to be far from being over. The last spell of fresh summons dt. 24.05.2019, 05.11.2019 was also sent to resume hearings afresh for final hearing or passing necessary in consonance with law.

(9) There has not been a let up in granting adjournments on dates from 07.02.2002, 24.04.2002, 05.07.2002, 23.10.2002, 19.02.2003, 25.06.2003, 16.07.2003, 19.07.2003, 19.12.2003, 11.05.2004, 25.06.2007, 20.08.2004, 15.10.2004, 17.11.2004, 15.02.2005, 13.04.2005, 15.10.2014, 17.06.2005, 12.08.2005, 26.09.2005, 11.11.2005, 27.01.2006, 31.03.2006, 12.05.2006, 21.11.2007, 13.12.2007, 28.01.2008, 15.02.2008, 11.04.2008, 16.05.2008, 18.05.2012, 04.01.2013, 15.03.2013, 03.05.2013, 20.06.2013, 16.08.2013, 19.11.2013, 08.01.2014, 27.02.2014, 21.04.2014, 05.06.2014, 16.07.2014, 04.09.2014, 15.10.2014, 09.12.2014, 28.01.2015, 23.03.2015, 13.05.2015, 27.05.2015, 07.07.2015, 03.09.2015, 03.11.2015, 19.02.2016, 07.04.2016, 02.06.2016, 26.07.2016, 14.09.2016, 15.11.2016, 10.08.2017, 22.09.2017, 18.06.2019 and finally on 26.11.2019. Besides a series of initiatives was taken for stepping on 13.07.2000, 12/2005, 21.11.200, 28.01.2008, 03.04.2012, 02.01.2017, 21.02.2017, 18.04.2017, 15.06.2017, and 21.05.2019.

(10) Amidst advancing the hearings process the Industrial Dispute arrived at the status of hearing in dealing with the petition dt. 05.06.2014 with fixing date on 12.06.2019. The Sponsoring Union averment in its approach leaves no manner of doubt that they are interested to only Demand No.1 of the said Charter of demand as other demands of the Charter as raised by the Union stood fulfilled as claimed by the Union Representative on a petition dated 18.05.2012. The Union Representative Mr. Manoranjan Sahu, moving a petition duly signed by the Competent Authority apprised the Tribunal of their decision withdrawing case stating the facts about ongoing settlement which was underway with Management at Kolkata on 15.07.2017. There is no additional material to consider the Case of the Sponsoring Union and findings of these facts are only circumstantial. When the Industrial Dispute case is being withdrawn by the Union themselves citing reasons assigned in the said petition according to the liberty of the Petitioner so wishes in accordance with law, there seems to be no scope rather prudent for closure of the Industrial Dispute Case as the issue does not hold good. The Sponsoring Union made formal submission by filing a petition dt. 18.06.2019 to close the Industrial Dispute Case referring talks for settlement of issue in question, under process with the Management at Kolkata with favourable assurance from them for early and speedy settlement. The firmness with which Union moves ahead filing withdrawal petition, the Issue is deemed to be no more alive as the dispute over which the Management assured favorable decision and speedy decision. Equally the Management was also advised suitably to file comments thereon so as to the final hearing/order may be passed. So the case stands reserved for final order/award on 26.11.2019

(11) Significantly even after regular hearings at Dhanbad, hearings were reportedly held off and on in Camp Court at Kolkata different dates on 15.10.2004, 17.11.2004, 12.08.2005, 11.11.2005, 27.01.2006, 13.12.2007, 15.02.2008, and 16.05.2008. In course of hearing at Kolkata dt. 18.05.2012 Mr. Manoranjan Sahu, Representing the Sponsoring Union filing a petition in an open admission stated that under the Charter of Demands, annexed with the Reference, the Demand No. 2 to 6 under the said Reference have already been fulfilled for which the Union need not contest in toto but in part for only Demand No. 1, they expressed desire to contest, over which the Management having sole discretion over the case, did not raise objection. After

having exhausted all statutory remedial avenues the status the case attained hearing of argument. Time and again the Union Representative laid more stress over hearing of the charter of demand only for No.1 out of their six-charter of demand should be expedited early. In W.W.I deposition in the cross examination by the O.P./Management Mr.D.K.Verma, Ld. Advocate on 27.02.2014 submitted that the demand in relation to No.1 relates about immediate decision about promotion of sixty one workmen of Meghahatuburu Iron Ore Mines still persists but in the said Written Statement filed by the Union there was no reference of sixty-one workmen over which the Union assured of filing names, in details, in supplementary Written Statement later on and added further charter of demand in relation to No. 2 to 6, the Union Representative, in cross examination, admitted having resolved of. In a significant move, Mr. Deepak Kumar Vishwarkarma, Regional Secretary, Meghahatuburu Branch) BSWU (INTUC) moved a petition dt. 18.06.2019 for withdrawing the case in toto referring discussion held at Kolkata on 15.07.2017 in between Union Representative Mr.B.N.Choubey and the Management on the line of withdrawal of the case firstly leading to amicable solution of the problems through negotiation. In the petition the O.P./Management Ld. Advocate also put the signature on 26.11.2019 as token of consent with comments thereon **‘No objection if allowed to withdraw the case’**

(12) In the face of the above submissions and the foregoing facts and Sponsoring Union’s clear contention, the Tribunal firmly arrived at the conclusion and hold the view that there is specifically no issue on merit after withdrawing the case as the facts mentioned by the Union itself reflect self explanatory of the petition filed on 18.06.2019 by the Union who raised the Industrial Dispute with voluminous documents annexed abruptly turned evasive to go in for final adjudication whereas the opportunity of full natural justice has been availed by the workmen to defend the case. Accordingly the matter of dispute raised under Reference is to be deemed as no relief exists to extricate from the Management /Opposite Party by now based on the same footing the Industrial dispute is disposed of.

Dr. S. K.THAKUR, Presiding Officer

नई दिल्ली, 27 नवम्बर, 2020

का.आ. 1046.—राष्ट्रपति, श्री सोमा शेखर जेना को दिनांक 17 नवंबर, 2020 के अपराह्न से 16 नवंबर, 2024 तक 4 वर्षों की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, तक के लिए केंद्रीय सरकार औद्योगिक अधिकरण सह-श्रम न्यायालय, कानपुर में पीठासीन अधिकारी के पद पर नियुक्त करते हैं।

2. श्री सोमा शेखर जेना की पीठासीन अधिकारी, केंद्रीय सरकार औद्योगिक अधिकरण सह-श्रम न्यायालय के पद पर नियुक्ति अधिकरण, अपीलीय अधिकरण एवं अन्य प्राधिकरण (सदस्यों की योग्यता, अनुभव, और अन्य सेवा शर्तें) नियम, 2020 के अनुसार विनियमित की जाएगी।

[सं. अ-19011/01/2020-सीएलएस-II]

सतीश चन्दर, अवर सचिव

New Delhi, the 27th November, 2020

S.O. 1046.—The President is pleased to appoint Shri Soma Sekhar Jena as Presiding Officer of Central Government Industrial Tribunal-cum-Labour Court, Kanpur for a period of 4 years with effect from the afternoon of the 17th November, 2020 up to 16th November, 2024 or until further orders, whichever is earlier.

2. The appointment of Shri Soma Sekhar Jena as Presiding Officer, CGIT-cum-LC shall be regulated in terms of the Tribunal, Appellate Tribunal and other Authorities (Qualification, Experience and other Conditions of Service of Members) Rules, 2020.

[No. A-19011/01/2020-CLS-II]

SATISH CHANDER, Under Secy.

नई दिल्ली, 27 नवम्बर, 2020

का.आ. 1047.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कर्नाटक ग्रामीण बैंक प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलोर के पंचाट (संदर्भ संख्या 14/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27.11.2020 प्राप्त हुआ था।

[सं. एल-12025/01/2020-आईआर (बी-1)]

डी. गुहा, अवर सचिव

New Delhi, the 27th November, 2020

S.O. 1047.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 14/2014) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore as shown in the Annexure, in the industrial dispute between the management of Karnataka Gramin Bank and their workmen, received by the Central Government on 27.11.2020.

[No. L-12025/01/2020-IR(B-1)]

D. GUHA, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**DATED : 18TH NOVEMBER, 2020**PRESENT** : JUSTICE SMT. RATNAKALA, Presiding Officer**ID 14/2014****I Party**

Sh. Praneshachar H Puranik,
H. No. 1-3-182, Brahman Galli,
Chincholli 585 307.
Dist : Gulbarga

II Party

The Chairman,
Karnataka Gramin Bank,
Head Office,
Bellary - 583 103.

Appearance

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

Advocate for II Party : Mr. R G. Sureban

AWARD

1. Initially the claim was made against Pragathi Krishna Grameena Bank which subsequently amalgamated with Kaveri Grameena Bank vide notification dated 12.02.2019 and presently known as Karnataka Gramin Bank.

2. It is a petition filed under Sec 2-A of the Industrial Dispute Act, 1947 (for brevity 'the Act'). The claim is, the 1st Party joined the 2nd Party at its Chincholi Branch on 12.05.1995 as Messenger and worked continuously until he was retrenched on 24.06.2013; initially he was paid daily wages at Rs. 15/- per day which was gradually increased to Rs. 200/- per day; he was selected against the clear vacancy after taking application from him and after conducting interview; though he was engaged as a Messenger, pay scale applicable to the Messenger was not given to him. 2nd Party utilised his service on daily rated wages without paying scale wages; he was orally terminated by the Branch Manager on the direction of the General Manager of the 2nd Party w.e.f. 24.06.2013; approval from the Government to retrench his services is not obtained by the 2nd Party; no prior notice or notice pay / compensation was given prior to retrenchment. There was no allegation / Disciplinary enquiry pending against him. His termination / retrenchment dated 24.06.2013 is not in accordance with the provisions of 'the Act', hence prayer for reinstatement with full back wages.

3. The claim is contested by the 2nd Party. It is stated that, the 2nd Party came into existence w.e.f. 23.08.2013 by virtue of the Government of India notification dated 23.08.2013 by the amalgamation of Pragathi Gramin Bank sponsored by Canara Bank and Krishna Gramin Bank sponsored by State Bank of India. They engage coolies occasionally and intermittently, as and when necessitated for the menial work of the Branches; the charges of such coolies will be paid by the branches; no condition regarding education or age is stipulated for their engagement; as per Government of India guidelines the Employment Exchange shall sponsor the candidate and the engagement is also subject to condition stipulated with regard to educational qualification, age etc.

Depending upon the availability of the person in the station, Branch Manager engages the person required for such work. The recruitment / promotion of the Office Attendant (Multipurpose) Group C employees by direct recruitment will be done as per the Government Notification dated 13.07.2010—Regional Rural Banks (Appointment and promotions of officers and employees) Rules 2010. Persons engaged for casual work are not governed by any rules and regulations of the Bank; 1st Party was appointed as casual labourer and his service was utilised to do some menial works as and when required; he was paid charges for the number of days he worked in the Branch; there is no question of his retrenchment since he is not employed by the Bank; the claim statement allegations are all denied; there is no employer employee relationship as he is not appointed by the Bank in any capacity; he has no right to be absorbed for any post. He is not entitled for any relief as claimed by him.

4. Both parties have adduced evidence—1st Party workman examined himself as WW-1 and produced documents Ex W-1 to Ex W-34.

The Chief Manager of the 2nd Party adduced rebuttal evidence and documents Ex M-1 to Ex M-3 are marked for them. Ex M-1 is the Service Regulation of the Pragathi Kirshna Gramin Bank 2013, Ex M-2 is the Photostat copy of the Gazette Notification dated 13.07.2010 of Regional Rural Banks (Appointment and Promotion of Officers and Employees) Rules 2010, Ex M-3 is the Photostat copy of the Gazette Notification dated 31.08.2010 of Krishna Grameena Bank (Officers and Employees) Service Regulations, 2010.

2nd Party has out rightly disputed the very identity of the 1st Party and denied his claim and claim allegations.

5. The 1st Party has founded his claim on Paras 4.410, 4.412 and 4.425 of National Industrial Tribunal (NIT) Award dated 30.04.1990 which reins on the Service Conditions of Employees / Sub Staff / Messenger cum Sweepers of the Public Institutions / Corporations, said Award has become final without challenge.

As per Para 4.410, the part time Sweepers cum Messenger, who were employed on daily wages or on half of the salary or on some other proportion of salary of a regular messenger are entitled to equal pay and all other attendant benefits as are admissible to regularly appointed full time Messengers in the respective RRB's. Whether or not any sanctioned post of a regular Messenger in the Branch or the Head Office was in existence is not the criteria – their services shall be regularised with effect from the date of their continuous engagement. The Award is made effective from 01.09.1987. Reliance is placed on the judgment of the Apex Court in Tamil Nadu Terminated Full Time Temporary LIC Employees Association vs Life Insurance Corporation of India and others in Civil Appeal No. 6950/2009 and connected cases, wherein the *NIT Award was held binding between the parties under Sec 18(3) of the Act.*

6. The case of the 1st Party is, he has worked for 18 years from 12.05.1995 to 24.06.2013 and illegally retrenched from service along with one Sh. D B Kalaskar and the procedure contemplated by Sec 25-F of 'the Act' was not followed. It is further stated that Sh. D B Kalaskar raised Industrial Dispute in I.D No. 15/2014; said kalaskar was paid Provident Fund of Rs. 5,462/- and he was appointed as Office Attendant (Multipurpose) which is the re-designation of the Messenger Post, consequently Sh. D B Kalaskar withdrew his Petition in I.D No. 15/2014 on 19.11.2014. On the ground of over age 1st Party workman is left out. He has produced certified copies of the documents, which were marked by him in the proceedings before the Controlling Authority under payment of Gratuity Act, they are all Photostat copies. It is also a fact that his petition before the said Authority claiming gratuity against the 2nd Party is dismissed.

7. Ex W-7, Annexure-A is the statement prepared on the basis of the documents produced by the 2nd Party showing the number of days worked by him month wise from July 2002 to June 2013; Annexure-B is the statement showing the number of days worked by him year wise, accordingly he has worked for more than 240 days in each calendar months from 2004 to June 2013.

Ex W-8 is the Circular issued by the General Manager prohibiting issue of any letter / certificate mentioning about character, conduct, service etc to any casual labourer / coolie without prior permission from the Personnel Wing, Head Office. Now it is argued for him that the 2nd Party is habitual in suppressing the facts of works of the casual workers.

Ex W-9 is the Photostat Copy of another circular wherein the managers were instructed to draw coolie charges by debiting General Charges account.

From Ex W-15 onwards the exhibits produced are the certified copies of the documents produced by him before the Gratuity Authority.

Ex W-15 is the extracts of the remittance - 21 sheets in number for the period 01.04.1999 to 03.07.2012. According to him he was directed by the officials of the Bank to make entries in the Remittance Register, he claims that his handwriting is found on even dates in this Register between 2003 to 2013.

Ex W-16 is the Cheque Collection Register maintained in the branch - 34 sheets between 01.02.2013 to 26.03.2013, he has highlighted the entries in his handwriting in this document between 26.08.2013 to 18.09.2013.

Ex W-17 is the Cheque Collection Register for the period 05.02.2013 to 24.06.2013, according to him intermittently on 5 days he has made the entries.

Ex W-18 is the Staff Movement Register maintained in the Branch, he has marked some entries claiming to be in his handwriting.

Ex W-19 to Ex W-22 are the Cheque Collection Register, as per his version, as there was no permanent sub staff he used to carry cheques to the other Banks for Collection and the marked entries in this document is in his handwriting for having performed the work of Cheque Collection.

Ex W-23 is the Outstation Register / Cheque Return Register, according to him the marked entries is in his handwriting.

Ex W-24 and Ex W-25 are the Outward Registers commencing from 01.04.2007 to 31.03.2013: his contention is the marked entries are claimed to be in his handwriting.

Ex W-26 is the STO Teachers and All Bills submitted Register from 01.01.2012: As per his version the marked portions in this document are said to be in his handwriting.

Likewise Ex W-28 and Ex W-27 are the Sub Treasury Bill Collection Register commencing from 04.07.2002 to 19.08.2005, 2005 to 2011 respectively: his version is the marked portions are in his handwriting.

Ex W-29, Ex W-30 and Ex W-31 are the Charges Collection Register commencing from 01.03.2004 to 17.12.2007; according to him the marked portions are in his handwriting.

Ex W-32 and Ex W-33 are the Debit Vouchers under which he was paid wages, he claims that the highlighted portions are in his own handwriting.

Ex W-34 is the Register of Payment of Wages to daily wagers pertaining to Branch Maintenance and he claims that the marked portion is in respect of wages paid to him.

8. It is the cross examination evidence of the 1st Party that he is aware that the Bank employed their employees through Employment Exchange, but in his case he used to be called then he will go to work. He was not called for work regularly, they used to call for week or two weeks, he is not given appointment letter and no staff number was given to him; the Bank Officers called him by phone and thus he is appointed. He admits that his name is not mentioned in Ex W-32, Ex W-33 and Ex W-34.

During the cross examination of MW-1 it has come that he has never served in Chincholi Branch; they were not maintaining Attendance Register, Muster Rolls, Wage Register, Bonus register for casual labourers prior to 22.11.2016; coolie charges used to be debited to General Charges Account of the Branch; he expresses ignorance to the suggestion that Rs. 41,259/- was credited to the PF Account of the 1st Party. This very suggestion was much beyond the claim statement averments.

9. It is the submission by the 1st Party that similarly placed employees had filed writ petitions before the Hon'ble High Court and the writ petitions were allowed, directing the 2nd Party to regularise their service in regular post. But what prevented the 1st Party to choose the said forum to get the relief is not explained by him. When the very identity of the 1st Party was disputed the burden heavily rested on him to prove that he has served the 2nd Party as a Casual worker ever since 1995 to 24.06.2013. Over and again the word '*retrenchment*' is used in the claim statement and affidavit evidence so also in the written argument by the 1st Party. But usage of this word does not fit into his case, since his version is, he is orally refused employment without any prior notice, notice pay or compensation.

10. It is the firm case of the 2nd Party that Pragathi Krishna Gramin Bank has no daily wagers and they engage coolies occasionally and intermittently whenever necessitated for doing menial work. The admission given by 1st Party during his cross examination that he was *not called regularly, they used to call him for a week or two weeks*, corroborates with the case of 2nd Party. Wisely he has chosen to produce the Certified copies of Photostat copies of the documents produced by him before the Controlling Authority under Payment of Gratuity Act (Case No. 48(2)/2014). Had if, any primary evidence was given by him before the said Authority some credence could have been given to the certified copies of the documents marked in evidence in the present proceedings. He has produced Xerox copies in the proceedings in No. 48(2)/2014, his documentary evidence were not appreciated leading to dismissal of his claim for Gratuity. Under the guise of Certified copies of the documents he has founded his present claim. On his own admission none of his document bear his name, though he claims that his signatures is there in some of the documents. Same cannot be acted upon because these documents are the Photostat copies and the signature found in such documents have no credential value. Without there being any pleading in his claim statement it was suggested to MW-1 that 2nd Party had given him

Provident Fund of Rs. 41,259/- which was not admitted by the witness, if really any amount was paid to him as Provident Fund definitely that would have strengthened his case. Unfortunately there is no tangible evidence from his side to uphold his contention that he has worked with the 2nd Party from 12.05.1995 to 24.06.2013, doing all the works of the regular employees. As on the date of his alleged termination the appointment of casual employees was as per Krishna Gramina Bank (Officers are Employees) Service Regulations, 2010.

Sec 4 of the said Regulation which reads thus:

4. CASUAL EMPLOYEES – notwithstanding anything to the contrary contained in these regulations, the Chairman may, subject to general or special instructions as may be issued by the Board from time to time – with the Sponsor Bank appoint person(s) in Group C on casual basis for a period not exceeding 90 days in a year to meet any exigency.

11. The case now made out by the 1st Party is contrary to the Service Regulations. He is not sponsored by Employment Exchange Department. Before claiming that he is illegally retrenched he ought to have demonstrated that he had rendered continuous service of more than 240 days in a calendar year preceding his termination. In the absence of any such evidence it is inevitable to hold that, his claim for reinstatement and other relief has no basis and he is not entitled for any relief.

AWARD

The petition filed by Sh. P. H. Puranik 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 18th November, 2020)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 27 नवम्बर, 2020

का.आ. 1048.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1 धनबाद के पंचाट (संदर्भ संख्या 08/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27.11.2020 प्राप्त हुआ था।

[सं. एल-12012/59/2009-आईआर (बी-1)]

डी. गुहा, अवर सचिव

New Delhi, the 27th November, 2020

S.O. 1048.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 08/2011) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 27.11.2020.

[No. L-12012/59/2009-IR(B-1)]

D. GUHA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D. Act. 1947

Reference: No. 08/2011

Employer in relation to the management of State Bank of India, Dhanbad

AND

Their workman

Present: Shri Dinesh Kumar Singh, Presiding Officer

Appearances:

For Employer : Sri D.K. Verma, Advocate

For workman : Sri B. Prasad, Representative

State : Jharkhand.

Industry:- Banking

Dated : 31.07.2020

AWARD

By Order No.L-12012/59/2009(IR(B-I)) dated 02.02.2011, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of State Bank of India in terminating services of Shri Kapil Deo Sharma, Water boy w.e.f. 08/10/2004 is legal and justified? To what relief the workman is entitled?”

2. After receipt of the reference, both the parties were noticed. The concerned workman Kapil Deo Sharma and the management State Bank of India through Assistant General Manager S.B.I, Bank More, Dhanbad have filed their written statement on 19/04/2011 and 24/06/2016 respectively.

The workman Kapil Deo Sharma has filed rejoinder to the written statement of the management on 12/08/2016.

3. The claim of workman namely Kapil Deo Sharma as per his written statement is as follows:-

That he had been appointed as a Water Boy on a monthly remuneration of Rs. 900/- w.e.f 28/02/1991 by the management of State Bank of India, Dhanbad and the management had posted him to work at Clearing House. After that he was continuously discharging the duties of Water Boy till 07/10/2004 and he had received his remuneration for the same period at the prevailing rate which was subject to revision from time to time. He had been receiving Rs. 3080/- per month at the time of unjustified termination. The Assistant General Manager of State Bank of India, Dhanbad had forwarded his name to the Dy. General Manager, State Bank of India for his absorption as permanent employee against the permanent vacancy vide letter dated 02/03/1998 mentioning therein that he had been working since 28/02/1991 and had completed more than 240 days attendance in twelve months but the management had terminated his services w.e.f 07/10/2004 without complying the mandatory provision of Section 25 F of Industrial Disputes Act. He had worked for 240 days in each and every year and at the time of termination of services and the management had not issued any notice under Section 25 F of the Industrial Dispute Act. The management had not made payment of any retrenchment compensation before terminating his service as per Section 25 F of the Industrial Dispute Act, so his termination is illegal and unjustified and he is entitled to be reinstated with full back wages.

A prayer has been made to hold the action of management in terminating his service w.e.f. 08/10/2004 as illegal and not justified and to direct the management to reinstate him with full back wages.

4. On the other hand the case of State Bank of India as per written statement of Assistant General Manager, Dhanbad Branch is as follows:-

That the present reference case is not maintainable either in law or in facts and there was no employer-employee relationship between the management of State Bank of India, Dhanbad and the concerned workman Kapil Deo Sharma. The concerned workman was never on the pay roll of the State Bank of India, Dhanbad and he had never worked in Dhanbad Branch of State Bank of India in any capacity. The Branch Manager of SBI (now Asst. General Manager) is used to act as President of the Clearing House and is used to hold sitting of the members of Bank in the premises of State of Bank of India, Dhanbad Branch. The said Clearing House is an independent body/association and is a separate entity as per instruction of Reserve Bank of India. The said Clearing House has opened a current account with SBI, Dhanbad Branch being C.A. No. 01000052004 for depositing and operating the funds generated from subscription of member Banks and for meeting all expenses of the Clearing House. The Clearing House has to be managed by permanent staff of the Bank for managing its function in the premises of the SBI, Dhanbad and it is managed by the Assistant General Manager, SBI Dhanbad as President of the Clearing House. The concerned workman Kapil Deo Sharma was engaged as a water boy for providing water and tea to the members of the Clearing House for two or three hours on remuneration of Rs. 900/- per month and payment was made to him by the Clearing House. The concerned workman Kapil Deo Sharma was never a staff of SBI, Dhanbad but he was engaged by the Clearing House purely on temporary basis for serving water and tea etc to the members of the Clearing House and whenever he failed to attend to Clearing House, his son Amod Kumar Sharma used to discharge the same duties. The concerned workman left the work on his own on 14/08/2004 and his son Amod Kumar Sharma had worked for few months from 01/09/2004 to 11/04/2005 but he also left on 11/04/2005. The concerned workman had never been appointed by the State Bank of India, Dhanbad Branch, rather he was engaged by the President of Clearing House for providing water and tea to the members of Clearing House and he had never worked in the capacity of State Bank of India, Dhanbad Branch. The concerned workman had himself left the work of his own on 14/08/2004, therefore, the question of payment of retrenchment compensation by the Bank does not arise.

A prayer has been made for holding that the concerned workman is not entitled for any relief.

5. The concerned workman in his rejoinder to written statement of management has denied all the averments made in the written statement of the management.

6. The workman has examined only one witness. He is Kapil Deo Sharma.

The WW-1 Kapil Deo Sharma has deposed before the Tribunal that he was appointed to discharge the duties of a messenger from 23/02/1991 by the State Bank of India and he had performed his duties of a messenger at Clearing House which was managed by the State Bank of India, Dhanbad. He has also stated that he had worked from 10:00 A.M to 8:00 P.M regularly and he used to put rubbers stamp on the cheques and carry the bag of cheques to new building of State Bank of India where he used to distribute the cheques to all the representatives of different Banks. He has also stated that there were three clerks of State Bank of India and the in-charge of the Clearing House was officer of State Bank of India. He has further stated that he used to serve water/tea to the members of the staff and he was paid Rs. 900/- per month which was increased to Rs. 3080/- per month by the account payee cheques by the State Bank of India. He has also deposed that he had worked from 23/02/1991 to 14/08/2004 regularly and his name had been recommended by the Assistant General Manager for regularization of his service. He has further stated that he had neither been given any notice nor any retrenchment compensation at the time of his termination, so he be reinstated with back wages and regularization of his service as a messenger with all consequential benefits.

In the cross-examination he has deposed that he had filed his appointment letter issued by Branch Manager and Bank had not issued I.D. Card to him. He has also deposed that he was working in the Clearing House of the Bank and it is not a fact that the Clearing House is not the part of the office of SBI.

7. The concerned workman has proved the following documents which are marked as :-

Exhibit W-1- Xerox of his Appointed order of Kapil Deo Sharma as water boy for the Clearing House.

Exhibit W-2- Xerox Copy of letter of Assistant General Manager, SBI to Deputy General Manager, SBI Zonal Office, Ranchi regarding absorption of Binod Kumar Singh and Kapil Deo Sharma.

Exhibit W-3- Xerox Copy of letter of Circle Development Officer, SBI of dated 08 Nov 1997.

Exhibit W-4- Xerox Copy of Letter of Assistant Branch Manager, dated 17/01/1998 addressed to DGM, State Bank of India regarding absorption of Binod Kumar Singh and Kapil Deo Sharma.

8. The management has examined only one witness. He is MW-1 Ashok Kumar Barnwal.

The MW-1 Ashok Kumar Barnwal has deposed that Kapil Deo Sharma was never appointed by the State Bank of India, Dhanbad Branch and he had never worked in Dhanbad Branch of State Bank of India in any capacity. He has also deposed that the Branch Manager of SBI is the president of the Clearing House and he used to hold sitting of the members of Bank in the premises of State Bank of India and the said Clearing House is an independent body/association which has a separate entity as per Reserve Bank of India . He has also deposed that the said Clearing House had opened a current account with SBI, Dhanbad Branch being C.A. No. 01000052004 for depositing and operating the funds generated from subscription of member Bank and for meeting all expenses of the Clearing House. He has also stated that Clearing House has to be managed by permanent staff of the Bank and Assistant General Manager, SBI, Dhanbad has managed its function as President of the Clearing House in the premises of SBI, Dhanbad. He has also stated that Sri Kapil Deo Sharma was engaged as water boy on monthly remuneration of Rs. 900/- which was paid to him by Clearing House. He has also stated that Kapil Deo Sharma had himself left the work of his own on 14/08/2004 and whenever he failed to attend his duty his son Amod Kumar Sharma used to come to Clearing House for doing same duty. He has also deposed that Sri Kapil Deo Sharma was never a staff of SBI, Dhanbad as he was not appointed by the management of SBI, so he was not terminated by SBI.

In the cross-examination he has stated that he was not posted in Clearing House during the period of alleged working of wokman and he could not say who was A.G.M at that time. He has also stated that SBI used to work as Clearing House on behalf of RBI,. He has acknowledged that SBI had made Scheme for regularisation of temporary workman time to time. He has further deposed that Exhibit W-3 is the Bank circular for absorption of the temporary staff and the name of the workman had been recommended for absorption.

9. The Management has not proved any documents in its support.

10. The learned representative of the concerned workman has submitted before Tribunal that the concerned workman namely Kapil Deo Sharma had been working in State Bank of India from 23/02/1991 and he performed his duty while posted at Clearing House of the Bank. He has also submitted that the concerned

workman had been paid his salary through cheque on monthly basis and he had applied for permanent absorption of his service as per circular issued by Bank time to time. He has further argued that the name of concerned workman had been forwarded by the AGM but the management had not considered his case as the Clearing House was not under the control of the State Bank of India. He has further submitted that the S.B.I is the President of clearing House and MW-1 Sri Ashok Kumar Barnwal has deposed that the State Bank of India used to discharge the work of Clearing House on behalf of Reserve Bank of India. He has also argued that the Exhibit W-1 shows that the concerned workman was appointed as water boy for Clearing House since 28/02/1991. He has further submitted that the concerned workman was terminated from service w.e.f. 07/10/2004 in violation of section 25 G and 25 H of the I.D.Act. He has made prayer to reinstate the services of the concerned workman in the Bank with all back wages.

He has relied on the decision of Hon'ble Supreme Court passed in case of Devandar Singh Vs. Municipal Corporation , Umrula Gram Panchayat Vs. The Sec. Municipal Employee Union, T. Nadu Termd. Full Time Tem. Lic...Vs Life Insurance Corp. Of India & Ors and Vinay Prakash Vs. Bank of India & Ors.

He has also relied on the decision of Hon'ble Patna High Court passed in the case of Mithilesh Kumar Singh Vs State of Bihar and Ors and The management of Punjab National Bank Vs Mintu Kuamr and Anr.

10. On the other hand the learned lawyer of the management has submitted before Tribunal that the Kapil Deo Sharma was never appointed by the State Bank of India, Dhanbad Branch and he was engaged by President of the Clearing House for providing water and tea to the members of Clearing House which was for two to three hours only. He has also submitted that the Clearing House is an independent body which has a separate entity as per instruction of RBI. He has further argued that the concerned workman Kapil Deo Sharma had never worked in any capacity in the State Bank of India, Dhanbad Branch. He has further submitted that the Clearing House was managed by permanent staff of the Bank in the premises of State Bank of India and the Branch Manager of SBI (Assistant General Manager) worked as president of the Clearing House. He has further submitted that the concerned workman was engaged as a water boy on monthly remuneration of Rs. 900/- and the payment was made to him by Clearing House. He has further argued that the concerned workman had not been issued any Identity Card by the Bank and no employer-employee relationship existed between the management of SBI and Kapil Deo Sharma, so there is no question of his termination from service. He has relied on the decision of Hon'ble Jharkhand High Court as reported in 2016 (1) JLJR, 682.

11. Now only point of consideration in this case is whether the action of the management of State Bank of India in terminating services of Sri Kapil Deo Sharma is legal and justified and whether he is entitled to any relief?

FINDINGS

12. It is the pleading of the concerned workman that he had been appointed by the Branch Manager State Bank of India as a water boy for Clearing House on a monthly remuneration of Rs. 900/- per month on temporary basis w.e.f 28/02/1991 and he had been discharging his duties but his service was terminated w.e.f 08/10/2004 which was not legal and justified. He has made a prayer to direct the management to reinstate him with full back wages.

13. On the other hand it is the case of the management that Kapil Deo Sharma was never appointed by the State Bank of India, Dhanbad Branch rather he was engaged by the President of Clearing House for providing water and tea to the member of and there was no employer-employee relationship between the State Bank of India, Dhanbad and the concerned workman, so the concerned workman had not been terminated from service and is not entitled for any relief.

14. In the light of the pleading of both the parties and in the light of argument advanced by the learned Lawyer of both the parties the Tribunal thinks it proper to discuss the oral as well as documentary evidence of concerned workman and the management .

The WW-1 Kapil Deo Sharma has categorically deposed that he was appointed to discharge the duties of a messenger from 23/02/1991 by the management of State Bank of India and he performed the duties of a messenger while he was posted at Clearing House which was managed by the State Bank of India. He has also deposed that he was working since 10 AM to 8 PM regularly and discharged the duties of Bank. He has also stated that he was paid Rs. 900/- per month and the same was increased to Rs. 3080/- per month. He has also stated that he had worked regularly from 23/02/1991 to 14/08/2004 and his name was recommended for regularisation by AGM, SBI but the same was not done whereas he was entitled for regularisation to his service as a messenger with all consequential benefits. In the cross-examination he has stated that the Branch manager had not issued any I-Card and he was working in the Clearing House of the Bank.

15. The MW-1 Ashok Kumar Barnwal who is Deputy Manager, SBI clearing has deposed that Kapil Deo Sharma was never appointed by the State Bank of India, Dhanbad Branch and he had never worked in Dhanbad Branch of SBI. He has also deposed that Sri Kapil Deo Sharma was engaged for providing water or tea to the members of Clearing House on monthly remuneration of Rs. 900/- and payment was made to him by Clearing House but he had himself left the work on his own on 14/08/2004 and whenever Sri Kapil Deo Sharma failed to come to office, his son Sri Amod Kumar Sharma used to come to Clearing House for doing the same duty. In the cross-examination he has deposed that the Branch Manager has recommended the name of concerned workman for absorption to be a permanent.

16. Now, coming to the documentary evidences, it appears that the Exhibit W-1 is a photo copy of written note sheet of the Branch Manager State Bank of India Dhanbad to the Manager Account & Administration by which Sri Kapil Deo Sharma had been appointed as water boy for Clearing House on monthly remuneration of Rs. 900/- on a purely temporary basis w.e.f 28/02/1991. It has been also mentioned in the said notesheet that the remuneration would be paid from the subscription received from the members of the Clearing House. The Exhibit W-2 is a letter of Assistant General Manager by which the name of Kapil Deo Sharma along with Binod Kumar Singh had been recommended for absorption as they were working as temporary employee and they had worked for more than 240 days in twelve months against the vacancies of permanent employee. The Exhibit W-3 is a scheme of SBI regarding absorption of the temporary employees in permanent cadre. The Exhibit W-4 is also recommendation of the name of concerned workman as Ex-Employee for permanent absorption.

17. It is relevant to mention here that in the statement of claim the concerned workman has mentioned that he had worked in Clearing House of SBI, Dhanbad since 28/02/1991 and his service was terminated w.e.f. 08/10/2004 but in evidence before Tribunal the concerned workman has deposed that he had worked in Bank since 23/02/1991 to 14/08/2004.

It appears that the concerned workman is illiterate poor man and out of ignorance he has mentioned that he had worked from 23/02/1991 to 14/08/2004. Moreover in the appointment letter which is Exhibit W-1 it has been mentioned that Kapil Deo Sharma had been appointed w.e.f. 28/02/1991. Further this is minor discrepancy and it has no effect on the merit of case.

18. Now, after analysing the oral and documentary evidence available on the records it is quite apparent that the concerned workman Sri Kapil Deo Sharma had been appointed on purely temporary basis as water boy w.e.f 28/02/1991 in Clearing House which was managed by the State Bank of India Dhanbad (Exhibit W-1). Further the Branch Manager of State Bank of India, Dhanbad was acting as a president of Clearing House and he was holding the sitting of member of different Banks in the premises of State Bank of India, Dhanbad Branch. Moreover there is also evidence that the clearing house was managed by the staff of the state Bank of India and the Asstt. General Manager, S.B.I had been managing it. The Exhibit W-2 and Exhibit W-4 which are the documents of management of SBI, Dhanbad show that the name of concerned workman had been recommended for his absorption as a permanent employee of the Bank as per scheme of the Bank as he had worked more than 240 days in twelve calendar months (Exhibit W-3) against the vacancies.

20. Now, in view of all the above discussion the Tribunal comes to the conclusion that the concerned workman namely Kapil Deo Sharma had worked purely on temporary basis as a water boy in the Clearing House managed by State Bank of India Dhanbad since 28/02/1991 and he had been removed from service w.e.f. 08/10/2004.

21. It is important to mention here that the workman has been defined u/s 2(s) of Industrial Dispute Act. The Section 2(s) of I.D. Act reads as follows:-

“workman” means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person-

- (i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or
- (ii) who is employed in the police service or as an officer or other employee of a person, or
- (iii) who is employed mainly in a managerial or administrative capacity, or

- (iv) who, being employed in a supervisory capacity, draws wages exceeding (ten thousand rupees) per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature

22. At this stage it is relevant to mention here that the Hon'ble Supreme Court in a case as reported in 2011 LAB. I. C. 2799 (S.C) has been pleased to observe as follows:-

“14. It is apposite to observe that the definition of workman also does not make any distinction between full-time and part-time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only a person employed on regular basis or a person employed for doing whole-time job is a workman and the one employed on temporary, part-time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman.

15. Whenever an employer challenges the maintainability ground that the employee is not a workman within the meaning of Section 2(s) of the Act, what the Labour Court/Industrial Tribunal is required to consider is whether the person is employed in an industry for hire or reward for doing manual, unskilled, skilled, operational, technical or clerical work in an industry. Once the test of employment for hire or reward for doing the specified type of work is satisfied, the employee would fall within the definition of ‘workman’.

23. It is required to mentioned here that the concerned workman namely Kapil Deo Sharma had worked in the Clearing House as managed by SBI, Dhanbad as water boy on payment of Rs. 900/- per month since 28/02/1991, so he was employed in the Clearing House managed by State Bank of India on hire and consequently he was a workman of the SBI, Dhanbad and there was a relationship between him and the management as employer and employee, so there is an Industrial Dispute.

24. It is also relevant to mention here that the word retrenchment has been defined u/S 2(oo) of the I.D .Act, definition of continuous service has been mentioned u/s 25-B of I . D .Act and the condition precedent to retrenchment have been mentioned u/S 25 F of I.D Act.

Section 2(oo) of the I.D.Act reads as follows:-

Section 2(oo) -“retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action but does not include-

- (a) Voluntary retirement of the workman; or
- (b) Retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
- (bb) Termination of the service of the workman as a result of the non-renewal of contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or
- (c) Termination of the service of a workman on the ground of continued ill-health.

The Section 25-F of the Industrial Dispute Act reads as follows:-

25-F Conditions precedent to retrenchment of workmen- No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

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

At this stage it is required to mentioned here that the word continuous service has been define under Section 25-B of the I.D. Act. The Section 25-B of I.D. Act reads as follows:-

25-B. Definition of continuous service – For the purpose of this Chapter,-

- (1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or

authorized leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;

- (2) Where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer-
 - (a) for a period one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than –
 - (i) one hundred and ninety days in the case of a workman employed below ground in a mine; and
 - (ii) two hundred and forty days, in any other case;
 - (b).....

25. Now in this case there is categorical evidence that the concerned workman namely Kapil Deo Sharma had worked in Clearing House managed by SBI, Dhanbad for more than 240 days in twelve calendar months as per Exhibit W-2 and Exhibit W-4, which are the documents of the management of SBI, Dhanbad, so the concerned workman was in continuous service in the State Bank of India as per definition mentioned u/s 25-B of I.D. Act. Moreover there is also evidence that the concerned workman was removed from his service w.e.f. 08/10/2004. Further there is no evidence before the Tribunal that the concerned workman had been given one month notice in writing indicating the reasons for his retrenchment/ removal or had been paid compensation equivalent to 15 days of average pay as per provision of 25-F of the I.D. Act.

26. Hence, in view of above the discussion the Tribunal holds that the concerned workman namely Kapil Deo Sharma had worked in Clearing House, managed by S.B.I, Dhanbad since 28/02/1999 as a water boy and he had been removed from service w.e.f. 08/10/2004 without complying the provisions of section 25F of the I.D. Act.. Further the action of the management in terminating the service of the concerned w.e.f. 08/10/2004 is not justified. Hence the concerned workman is entitled for relief.

27. At this stage it is relevant to mention here that the Hon'ble Supreme Court in catena of decision has been pleased to observe that the completion of 240 days work doesn't under the law import the right to regularisation and it merely imposed certain obligation on the employer at the time of termination of service.

The Hon'ble Supreme Court in a case of **Hindustan Aeronautics Ltd Vs. Dan Bahadur Singh, as reported in (2007) 6 SCC 207**, has been pleased to observe:-

“14. The next question which requires consideration is whether completion of 240 days in a year confers any right on an employee or workman to claim regularisation in service. In Madhyamik Shiksha Parishad vs. Anil Kumar Mishra it was held that the completion of 240 days' work does not confer the right to regularisation under the Industrial Disputes Act. It merely imposes certain obligations on the employer at the time of termination of the services. In M.P. Housing Board vs. Manoj Shrivastava (para 17) after referring to several earlier decisions it has been reiterated that it is well settled that only because a person had been working for more than 240 days, he does not derive any legal right to be regularised in service. This view has been reiterated in Gangadhar Pillai vs. Siemens Ltd. The same question has been examined in considerable detail with reference to an employee working in a government company in Indian Drugs & Pharmaceuticals Ltd. vs. Workmen and paras 34 and 35 of the report are being reproduced below: (2007 (1) SCC p.408)

“34. Thus, it is well settled that there is no right vested in any daily wager to seek regularisation. Regularisation can only be done in accordance with the rules and not dehors the rules. In the case of E. Ramakrishnan v. State of Kerala this Court held that there can be no regularisation dehors the rules. The same view was taken in Kishore (Dr.) v. State of Maharashtra and Union of India v. Bishamber Dutt. The direction issued by the services Tribunal for regularising the services of persons who had not been appointed on regular basis in accordance with the rules was set aside although the petitioner had been working regularly for a long time.

35. In Surinder Singh Jamwal (Dr.) v. State of J&K it was held that ad hoc appointment does not give any right for regularization as regularization is governed by the statutory rules.”

The Hon'ble Jharkhand High Court has been pleased to observe in **L.P.A No. 268/2012** which is as under:-

“(xiv) Be that as it may, even assuming without admitting that this appellant has worked more than 240 days in couple of years, then also, his services cannot be regularized. 240 days' working is not a magic

bond which converts illegal appointment into the legal appointment. In fact, 240 days working has nothing to do with the regularization at all. 240 days working has got reference under Section 25-B of the Industrial Disputes Act, 1947 for calculation of continuous years of service and nothing beyond that. Unnecessarily several times the Labour Court or the Industrial Courts are committing an error that if any worker has completed 240 days, their services should be regularized. In fact, there is no casual connection at all between the working of 240 days and right of regularization. Illegality in the appointment cannot be diluted by the working of 240 days. Illegality in the appointment continues, even if, the worker has worked for 240 days."

The Hon'ble Jharkhand High Court has been further pleased to hold as follows:-

"Whenever any employment is given unauthorizedly, in the respondent-UCO Bank, Hirapur, Dhanbad, such type of employment cannot be converted into a regular employment unless there are rules for regularization or scheme for regularization. In the facts of the present case, there are no rules of regularization nor there is any scheme of regularization floated by the UCO Bank. In absence of such type of law, the charity shown by the Court will be cruelty to others. If such type regularization is allowed by the Courts, it will provide encouragement to those who are adorning high-ranking administrative position to give illegal appointment and later on, to get them regularized by the orders of the Courts. A thing which cannot be done directly, can never be done indirectly. If no employment can be given without there being any advertisement and without there being any recruitment process, the Court cannot be a party to illegal regularization of such employee."

28. In view of such fact and in view of decision of Hon'ble Supreme Court and Hon'ble Jharkhand High Court it is settled that the workman is not entitled for regularization of his job for working 240 days in a calendar year in S.B.I, Dhanbad

29. It is relevant to mention here that the Hon'ble Supreme Court in a case of **BSNL Vs. Bhurumal as reported in (2014) 7 SCC 177**, the Hon'ble Supreme Court has been pleased to observe as under:-

34. The Reasons for denying the relief of reinstatement in such cases are obvious. It is trite law that when the termination is found to be illegal because of non-payment of retrenchment compensation and notice pay as mandatorily required under Section 25-F of the Industrial Disputes Act, even after reinstatement, it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation. Since such a workman was working on daily wage basis and even after he is reinstated, he has no right to seek regularization (See: State of Karnataka vs. Uma Devi (2006) 4 SCC 1). Thus when he cannot claim regularization and he has no right to continue even as a daily wage worker, no useful purpose is going to be served in reinstating such a workman and he can be given monetary compensation by the Court itself inasmuch as if he is terminated again after reinstatement, he would receive monetary compensation only in the form of retrenchment compensation and notice pay. In such a situation, giving the relief of reinstatement, that too after a long gap, would not serve any purpose.

30. The Hon'ble Supreme Court in a case of **District Development Officer Vs. Satish Kantilal Amrelia** as reported in (2018) 12 SCC 29 B has been pleased to hold as follows:-

"16) In view of forgoing discussion, we are of the considered view that it would be just, proper and reasonable to award lump sum monetary compensation to the respondent in full and final satisfaction

of his claim of re-instatement and other consequential benefits by taking recourse to the powers under Section 11-A of the Act and the law laid down by this Court in Bharat Sanchar Nigam Limited case (supra)”.

31. The Hon’ble Supreme Court is in another case Deputy Executive Engineer Vs. Kuberbhai Kanjhibhai as reported in 2019 (160) FLR 651 has reiterated the same principle.

32. Now, in this case the concerned workman had been working in Clearing House managed by the State Bank of India for about thirteen years and his service was terminated by the State Bank India Dhanbad in the year 2004 without complying the provisions of section 25F of the I.D. Act.. Moreover about sixteen years have elapsed after his termination in the year 2004, so giving relief of reinstatement after long gap would not serve any purpose.

33. It is relevant to mention here that the facts and circumstances of this case is different from the facts and circumstances of the case relied by the learned representative of the workman, so the decision of Hon’ble Supreme Court as passed in Umrula Gram Panchayat Vs The Sec. Municipal Employee Union, T. Nadu Termd. Full Time Tem. Lic... Vs Life Insurance Corp. of India & Ors and Vinay Prakash Vs Bank of India & Ors. as well as the decision of Hon’ble Patna High Court as passed in Mithilesh Kumar Singh Vs State of Bihar And Ors, The Management of Punjab National Bank Vs Mintu Kumar & Anr. are not applicable in this case.

34. In view of such fact the Tribunal comes to the conclusion that it would be just, proper and reasonable to Award lump-sum monetary compensation to the concerned workman in full and final satisfaction of his claim of reinstatement and other benefits.

35. Hence, the State Bank of India, Dhanbad is directed to pay a sum of Rs. 5,00,000/- (Five Lakhs) to the concerned workman namely Kapil Deo Sharma after proper verification as compensation within one month of the publication of the award.

This is the Award of this Tribunal.

DINESH KUMAR SINGH, Presiding Officer