



भारत का राजपत्र The Gazette of India

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प्राधिकार से प्रकाशित
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No. 47] NEW DELHI, DECEMBER 13 – DECEMBER 19, 2020, SATURDAY/AGRAHAYANA 22–AGRAHAYANA 28, 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)

विदेश मंत्रालय
(सी.पी.वी. प्रभाग)

नई दिल्ली, 8 दिसम्बर, 2020

का.आ. 1069.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, केंद्र सरकार भारत के दूतावास, अबु धाबी में श्री नरेंद्र कुमार राय, सहायक अनुभाग अधिकारी को दिनांक 08 दिसंबर 2020 से सहायक कौंसुलर अधिकारी के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[फा. सं. टी-4330/01/2015]

विष्णु कुमार शर्मा, निदेशक (सी.पी.वी.)

MINISTRY OF EXTERNAL AFFAIRS

(CPV Division)

New Delhi, the 8th December, 2020

S.O. 1069.—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorizes Shri Narender Kumar Rai, Assistant Section Officer in Embassy of India, Abu Dhabi as Assistant Consular Officer to perform the consular services with effect from 08 December 2020.

[F. No. T-4330/01/2015]

VISHNU KUMAR SHARMA, Director (CPV)

इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय

(इलेक्ट्रॉनिक्स निकेतन)

नई दिल्ली, 27 नवम्बर, 2020

का.आ. 1070.—केन्द्र सरकार एतद्वारा राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में, इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय के प्रशासनिक नियंत्रण के अंतर्गत आने वाली सॉफ्टवेयर टेक्नोलोजी पार्क्स ऑफ इंडिया (एसटीपीआई) नामक स्वायत्त संस्था के निम्नलिखित उपकेन्द्रों, जिनके इनके 80% से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है:

1. सॉफ्टवेयर टेक्नोलोजी पार्क्स ऑफ इंडिया, 6, सिडको, इलेक्ट्रॉनिक्स कॉम्प्लेक्स, पुराना एयरपोर्ट रोड, रंगरेठ, जिला- बडगाम, श्रीनगर-191132 (जम्मू और कश्मीर)।
2. सॉफ्टवेयर टेक्नोलोजी पार्क्स ऑफ इंडिया, प्लॉट सी- 184, सैक्टर 75, औद्योगिक क्षेत्र, फेज-8ए, मोहाली -160071 (पंजाब)।
3. सॉफ्टवेयर टेक्नोलोजी पार्क्स ऑफ इंडिया, मंगल भवन, नेहरू नगर (पूर्व), भिलाई, दुर्ग-490020 (छत्तीसगढ़)।

[फा. सं. 7(1)/2020-हि.अ.]

राजीव कुमार, संयुक्त सचिव

MINISTRY OF ELECTRONICS AND INFORMATION TECHNOLOGY

(Electronics Niketan)

New Delhi, the 27th November, 2020

S.O. 1070.—In pursuance of Sub-rule (4) of the Rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976, by the Central Government hereby the following sub-centres of Software Technology Parks of India (STPI), an Autonomous Society under the administrative control of Ministry of Electronics and Information Technology, whose more than 80% staff have acquired the working knowledge of Hindi:

1. Software Technology Parks of India, 6, CIDCO, Electronics Complex, Old Airport Road, Rangreth, Dist- Badgam, Srinagar-191132 (Jammu & Kashmir).
2. Software Technology Parks of India, Plot C-184, Sector 75, Industrial Area, Phase 8A, Mohali-160071 (Punjab).
3. Software Technology Parks of India, Mangal Bhavan, Nehru Nagar (East), Bhilai, Durg - 490020 (Chhattisgarh).

[F. No. 7(1)/2020-H.S.]

RAJIV KUMAR, Jt. Secy.

शिक्षा मंत्रालय
(उच्चतर शिक्षा विभाग)
(राजभाषा प्रभाग)

नई दिल्ली, 9 दिसम्बर, 2020

का.आ. 1071.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम 4 के अनुसरण में, शिक्षा मंत्रालय (स्कूल शिक्षा एवं साक्षरता विभाग) के अंतर्गत निम्नलिखित विद्यालयों को, ऐसे विद्यालय के रूप में, जिसके 80 प्रतिशत से अधिक कर्मचारी-वृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है:-

1.	केंद्रीय विद्यालय, धौलपुर रेलवे जंक्शन के पास, भामतीपुरा, धौलपुर (राजस्थान) – 328001
2.	केंद्रीय विद्यालय, पाली वी.डी. नगर, कलेक्टरेट के पास, पाली मारवाड़ (राजस्थान) – 306401
3.	केंद्रीय विद्यालय, तिवरी राजकीय प्राथमिक विद्यालय परिसर, तिवरी, जिला जोधपुर (राजस्थान) – 342306
4.	केंद्रीय विद्यालय, वायु सेना स्थल सालुआ, जिला : पश्चिम मिदनापुर, पश्चिम बंगाल पिन – 721145
5.	केंद्रीय विद्यालय, समूह केंद्र, सीआरपीएफ, सिलीगुड़ी, डाक: सुश्रुता नगर, जिला : दार्जिलिंग, पश्चिम बंगाल, पिन – 734012

[फा. सं.11011-2/2018-रा.भा.ए.]

नीता प्रसाद, संयुक्त सचिव

MINISTRY OF EDUCATION
(Department of Higher Education)
(OFFICIAL LANGUAGE DIVISION)

New Delhi, the 9th December, 2020

S.O. 1071.—In pursuance of sub-rule (4) of rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following schools under the Ministry of Education (Department of School Education & Literacy), as a school, whose more than 80% members of the staff have acquired working knowledge of Hindi:-

1.	Kendriya Vidyalaya, Dholpur, Near Railway Junction, Bhamtipura, Dholpur (Rajasthan) - 328001
2.	Kendriya Vidyalaya, Pali, V.D. Nagar, Near Collectorate, Pali Marwar (Rajasthan) - 306401
3.	Kendriya Vidyalaya, Tivri, Govt. Primary School Campus, Tivri, Distt - Jodhpur (Rajasthan) – 342306
4.	Kendriya Vidyalaya Air Force Station, Salua, Dist : Paschim Midnapur, West Bengal – 721145
5.	Kendriya Vidyalaya, Group Center, CRPF Siliguri, Post : Sushruta Nagar, Dist : Darjeeling, West Bengal, Pin : 734012

[F. No. 11011-2/2018-रा.भा.ए.]

NEETA PRASAD, Jt. Secy.

विधि और न्याय मंत्रालय**(विधि कार्य विभाग)**

नई दिल्ली, 11 दिसम्बर, 2020

का.आ. 1072.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथा संशोधित 1987) के नियम 10 के उपनियम (4) के अनुसरण में, विधि और न्याय मंत्रालय, विधि कार्य विभाग के प्रशासनिक नियंत्रण के अधीन निम्नलिखित कार्यालय को, जिसके 80 प्रतिशत से अधिक कर्मचारीवृंद ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है:—

1. आयकर अपीलीय अधिकरण, लखनऊ पीठ, लखनऊ

[फा. सं. ई-11011(3)/2020-रा.भा.(वि.का.)]

डॉ. अंजु राठी राणा, संयुक्त सचिव एवं विधि सलाहकार

MINISTRY OF LAW AND JUSTICE**(Department of Legal Affairs)**

New Delhi, the 11th December, 2020

S.O. 1072.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976 (as amended in 1987), the Central Government hereby notifies the following Office under the administrative control of the Department of Legal Affairs, Ministry of Law and Justice, where more than 80% staff have acquired the working Knowledge of Hindi :

1. INCOME TAX APPELLATE TRIBUNAL, LUCKNOW BENCH, LUCKNOW.

[F. No. E-11011(3)/2020-O.L.(L.A.)]

Dr. ANJU RATHI RANA, Jt. Secy. & Legal Advisor

कोयला मंत्रालय

नई दिल्ली, 14 दिसम्बर, 2020

का.आ. 1073.—केन्द्रीय सरकार को यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में उल्लिखित परिक्षेत्र की भूमि से कोयला अभिप्राप्त किए जाने की संभावना है ;

और, उक्त अनुसूची में उल्लिखित भूमि के क्षेत्र के अंतर्गत आने वाले रेखांक संख्या ओएमसी/कोल प्रोजेक्ट/एसईसी-4/20/04, तारीख 09 नवम्बर, 2020, का निरीक्षण, मुख्य महाप्रबंधक (खोज प्रभाग), केन्द्रीय खान आयोजना और डिजाइन संस्थान लिमिटेड, गोंडवाना प्लेस, कांके रोड, रांची - 834 031, झारखंड के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता - 700 001 के कार्यालय में या कलेक्टर, जिला अंगुल-751001, ओडिशा के कार्यालय में या महा प्रबंधक (खनन), ओडिशा माइनिंग कारपोरेशन लिमिटेड, ओ.एम.सी. हाऊस, भुवनेश्वर-751001 (ओडिशा) या क्षेत्रीय प्रबंधक, ओडिशा माइनिंग कारपोरेशन लिमिटेड, बैतरनी वेस्ट कोल प्रोजेक्ट, अमलापाड़ा, 5वीं लेन, डाकघर/जिला अंगुल, ओडिशा 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 उल्लिखित भूमि से कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है ;

उक्त अनुसूची में उल्लिखित भूमि में हितबद्ध कोई व्यक्ति –

- (i) संपूर्ण भूमि या उसके किसी भाग या ऐसी 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 किसी कार्रवाई से हुई या होने वाली संभावित किसी नुकसान के लिए उक्त अधिनियम की धारा 6 के अधीन प्रतिकर का दावा कर सकेगा ; अथवा
- (iii) उक्त अधिनियम की धारा 13 की उप-धारा (1) के अधीन पूर्वेक्षण अनुज्ञप्तियों के प्रभावहीन होने के संबंध में या उक्त अधिनियम की धारा 13 की उप-धारा (4) के अधीन खनन पट्टे प्रभावहीन होने के लिए प्रतिकर का दावा कर सकेगा और उसे उक्त अधिनियम की धारा 13 की उपधारा (1) के खंड (i) से खंड (iv) तक में विनिर्दिष्ट मदों की बाबत उपगत व्यय को दर्शाने के लिए पूर्वोक्त भूमि से संबंधित सभी मानचित्रों, चार्टों और अन्य दस्तावेजों को परिदत्त कर सकेगा,

इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन की अवधि के भीतर, महा प्रबंधक (खनन), ओ.एम.सी. लिमिटेड, ओ.एम.सी. हाऊस, भुवनेश्वर-751001 (ओडिशा) या क्षेत्रीय प्रबंधक, ओ.एम.सी. लिमिटेड, बैतरनी वेस्ट कोयला परियोजना, अमलापाड़ा, 5वीं लेन, डाकघर और जिला अंगुल, ओडिशा को भेज सकेगा।

अनुसूची

बैतरनी वेस्ट कोयला खान

तालचेर कोलफील्ड

जिला – अंगुल, ओडिशा

[रेखांक संख्या ओएमसी/कोल प्रोजेक्ट/एसईसी-4/20/04, तारीख 09 नवम्बर, 2020]

क्र. सं.	ग्राम का नाम	थाना संख्या	तहसील	जिला	क्षेत्र (हेक्टेयर में)	टिप्पणियां
1.	छेंदीपाड़ा जंगल	75	छेंदीपाड़ा	अंगुल	417.6955	भाग
2.	हांडीगोड़ा	76	छेंदीपाड़ा	अंगुल	238.1869	भाग
3.	माछाकुट्टा	40	छेंदीपाड़ा	अंगुल	51.5388	भाग
4.	माछाकुट्टा जंगल	77	छेंदीपाड़ा	अंगुल	54.1290	भाग
5.	पोड़ापाड़ा	42	छेंदीपाड़ा	अंगुल	129.7223	भाग
6.	पोड़ापाड़ा जंगल	41	छेंदीपाड़ा	अंगुल	142.5660	पूर्ण
7.	तेन्तुलोई कोड़ासाही	90	छेंदीपाड़ा	अंगुल	153.9855	भाग

8.	छेंदीपाड़ा आरक्षित वन (आर.एफ.)	-	छेंदीपाड़ा	अंगुल	4.4690	भाग
कुल क्षेत्र:					1192.2930 (लगभग)	
कुल: 1192.2930 हेक्टेयर (लगभग) या 2946.1560 एकड़ (लगभग)						

सीमा वर्णन :

- (1) रेखा 1-8 : छेंदीपाड़ा-बागाडिया सड़क की दक्षिण दिशा के निकट कोयला खान के उत्तर-पश्चिम कोणे में बिन्दु -1 से रेखा शुरू होती है, पोड़ापाड़ा ग्राम में दक्षिण-पूर्वी दिशा की ओर मुड़ती है और हांडीगोड़ा ग्राम के उत्तरी छोर के निकट बिन्दु-8 तक पहुंचती है।
- (2) रेखा 8-13 : बिन्दु -8 से रेखा शुरू होती है और हांडीगोड़ा ग्राम में दक्षिण-पश्चिम दिशा की ओर मुड़ती है और हांडीगोड़ा ग्राम में बिन्दु -13 तक पहुंचती है।
- (3) रेखा 13-14 : बिन्दु -13 से रेखा शुरू होती है और दक्षिण - पश्चिम दिशा की ओर मुड़ती है तथा हांडीगोड़ा ग्राम में बिन्दु-14 पहुंचती है।
- (4) रेखा 14-16 : बिन्दु -14 से रेखा शुरू होती है और दक्षिण-पूर्वी दिशा में मुड़ती है तथा हांडीगोड़ा ग्राम में बिन्दु -16 तक पहुंचती है।
- (5) रेखा 16-17 : बिन्दु -16 से रेखा शुरू होती है और दक्षिण-पश्चिमी दिशा की ओर मुड़ती है, तथा हांडीगोड़ा ग्राम में बिन्दु -17 तक पहुंचती है।
- (6) रेखा 17-18 : बिन्दु -17 से रेखा शुरू होती है और दक्षिण-उत्तरी दिशा की ओर मुड़ती है तथा हांडीगोड़ा ग्राम में बिन्दु -18 तक पहुंचती है।
- (7) रेखा 18-20 : बिन्दु -18 से रेखा शुरू होती है और दक्षिण-पश्चिमी दिशा की ओर मुड़ती है तथा हांडीगोड़ा ग्राम में बिन्दु -20 तक पहुंचती है।
- (8) रेखा 20-24 : बिन्दु -20 से रेखा शुरू होती है और दक्षिण- पूर्वी दिशा की ओर मुड़ती है तथा हांडीगोड़ा ग्राम में बिन्दु -24 तक पहुंचती है।
- (9) रेखा 24-29 : बिन्दु -24 से रेखा शुरू होती है और दक्षिण-पूर्व दिशा की ओर मुड़ती है तथा तेंतुलोई कोड़ासाही ग्राम में बिन्दु -29 तक पहुंचती है।
- (10) रेखा 29-30 : बिन्दु -29 से रेखा शुरू होती है और दक्षिण-पूर्व दिशा की ओर मुड़ती है तथा तेंतुलोई कोड़ासाही ग्राम में बिन्दु -30 तक पहुंचती है।
- (11) रेखा 30-33 : बिन्दु -30 से रेखा शुरू होती है और उत्तर- पूर्वी दिशा की ओर मुड़ती है तथा तेंतुलोई कोड़ासाही ग्राम में बिन्दु -33 तक पहुंचती है।
- (12) रेखा 33-36 : बिन्दु -33 से रेखा शुरू होती है और उत्तर -पश्चिमी दिशा की ओर मुड़ती है तथा तेंतुलोई कोड़ासाही ग्राम में बिन्दु- 36 तक पहुंचती है।
- (13) रेखा 36-53 : बिन्दु -36 से रेखा शुरू होती है और उत्तर -पश्चिमी दिशा की ओर मुड़ती है तथा छेंदीपाड़ा जंगल ग्राम में बिन्दु -53 तक पहुंचती है।
- (14) रेखा 53-54 : बिन्दु -53 से रेखा शुरू होती है और पश्चिम दिशा की ओर मुड़ती है तथा छेंदीपाड़ा जंगल ग्राम में बिन्दु -54 तक पहुंचती है।
- (15) रेखा 54-56 : बिन्दु -54 से रेखा शुरू होती है और उत्तर दिशा की ओर मुड़ती है तथा छेंदीपाड़ा आर.एफ. में बिन्दु -56 तक पहुंचती है।

- (16) रेखा 56-59 : बिन्दु-56 से रेखा शुरू होती है और पश्चिम दिशा की ओर मुड़ती है तथा छेंदीपाड़ा जंगल ग्राम में बिन्दु-59 तक पहुंचती है।
- (17) रेखा 59-67 : बिन्दु -59 से रेखा शुरू होती है और उत्तर-पूर्वी दिशा की ओर कुम्भीरनाला की ओर छेंदीपाड़ा जंगल ग्राम में कुम्भीरनाला की ओर बिन्दु -67 तक पहुंचती है।
- (18) रेखा 67-70 : बिन्दु -67 से रेखा शुरू होती है और कुम्भीरनाला की ओर उत्तर-पूर्वी दिशा की ओर मुड़ती है तथा छेंदीपाड़ा जंगल ग्राम कुम्भीरनाला की ओर बिन्दु -70 तक पहुंचती है।
- (19) रेखा 70-75 : बिन्दु -70 से रेखा शुरू होती है और कुम्भीरनाला की ओर उत्तर- पूर्वी दिशा की ओर टेड़ी-मेड़ी मुड़ती है तथा कुम्भीरनाला की ओर छेंदीपाड़ा जंगल ग्राम में बिन्दु -75 तक पहुंचती है।
- (20) रेखा 75-76 : बिन्दु -75 से रेखा शुरू होती है और कुम्भीरनाला की ओर पूर्व दिशा की ओर मुड़ती है तथा कुम्भीरनाला की ओर छेंदीपाड़ा जंगल ग्राम में बिन्दु -76 तक पहुंचती है।
- (21) रेखा 76-81 : बिन्दु -76 से रेखा शुरू होती है और कुम्भीरनाला की ओर उत्तर- पूर्वी दिशा की ओर मुड़ती है तथा कुम्भीरनाला की ओर छेंदीपाड़ा जंगल ग्राम में बिन्दु -81 तक पहुंचती है।
- (22) रेखा 81-87 : बिन्दु -81 से रेखा शुरू होती है और कुम्भीरनाला की ओर उत्तर- पूर्वी दिशा की ओर मुड़ती है तथा छेंदीपाड़ा जंगल ग्राम में बिन्दु -87 तक पहुंचती है।
- (23) रेखा 87-91 : कुम्भीरनाला की ओर बिन्दु -87 से रेखा शुरू होती है और छेंदीपाड़ा जंगल ग्राम उत्तरी दिशा की ओर मुड़ती है तथा छेंदीपाड़ा जंगल ग्राम में बिन्दु -91 तक पहुंचती है।
- (24) रेखा 91-95 : बिन्दु -91 से रेखा शुरू होती है और उत्तर-पूर्वी दिशा की ओर मुड़ती है तथा छेंदीपाड़ा जंगल ग्राम में बिन्दु -95 तक पहुंचती है।
- (25) रेखा 95-100 : बिन्दु -95 से रेखा शुरू होती है और उत्तरी दिशा की ओर मुड़ती है तथा छेंदीपाड़ा जंगल ग्राम में छेंदीपाड़ा-बागेडिया सड़क के दक्षिण दिशा पर बिन्दु -100 तक पहुंचती है।
- (26) रेखा 100-110 : बिन्दु -100 से रेखा शुरू होती है और छेंदीपाड़ा-बागेडिया सड़क की दक्षिणी दिशा में उत्तर-पश्चिमी दिशा की ओर मुड़ती है तथा पोड़ापाड़ा ग्राम में बिन्दु -110 तक पहुंचती है।
- (27) रेखा 110-117 : बिन्दु -110 से रेखा शुरू होती है और छेंदीपाड़ा-बागेडिया सड़क के दक्षिणी दिशा में उत्तर-पश्चिमी दिशा की ओर मुड़ती है तथा पोड़ापाड़ा ग्राम में बिन्दु -117 तक पहुंचती है।
- (28) रेखा 117-121 : बिन्दु -117 से रेखा शुरू होती है छेंदीपाड़ा-बागेडिया सड़क के दक्षिण दिशा में दक्षिण-पश्चिमी दिशा की ओर मुड़ती है तथा पोड़ापाड़ा ग्राम में बिन्दु -121 तक पहुंचती है।
- (29) रेखा 121-129 : बिन्दु -121 से रेखा शुरू होती है छेंदीपाड़ा-बागेडिया सड़क के दक्षिण दिशा में पश्चिमी दिशा की ओर मुड़ती है तथा पोड़ापाड़ा ग्राम में बिन्दु -129 तक पहुंचती है।
- (30) रेखा 129-1 : रेखा बिन्दु-129 से रेखा शुरू होती है और छेंदीपाड़ा-बागेडिया सड़क के दक्षिण दिशा में उत्तर- पश्चिमी दिशा की ओर मुड़ती है तथा पोड़ापाड़ा ग्राम में बिन्दु -1 तक पहुंचती है।

[फा. सं. 43015/30/2016-एलए एण्ड आईआर]

राम शिरोमणि सरोज, उप सचिव

MINISTRY OF COAL

New Delhi, the 14th December, 2020

S. O. 1073.—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 OMC/Coal Project/Sec-4/20/04, dated the 09th November, 2020 containing the details of the area of land described in the said Schedule may be inspected at the office of the Chief General Manager (Exploration Division), Central Mine Planning and Design Institute Limited, Gondwana

Place, Kanke Road, Ranchi-834031, Jharkhand or at the office of the Coal Controller, 1, Council House Street, Kolkata-700001 or at the office of the Collector, District Angul-751001, Odisha or at the office of the General Manager (Mining), Odisha Mining Corporation Limited, OMC House, Bhubaneswar-751001 (Odisha) or at the office of the Regional Manager, Odisha Mining Corporation Limited, Baitarni West Coal Project, At: Amalapada, 5th Lane, PO/ District Angul, Odisha.

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 the land described in the aforesaid Schedule;

Any persons interested in the land described in the said Schedule may--

- (i) objection to the acquisition of the whole or any part of the land or of any right in over such land; or
- (ii) 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 of the said Act; or
- (iii) claim compensation under sub-section (1) of section 13 of the said Act in respect of prospecting licenses 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 (Mining), OMC Ltd., OMC House, Bhubaneswar-751001 (Odisha) or at the Office of the Regional Manager OMC Ltd., Baitarni West Coal Project, At: Amalapada, 5th Lane, PO: Angul, District Angul, Odisha, within a period of ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

Baitarni West Coal Mine

Talcher Coalfield

District- Angul, State- Odisha

[Plan bearing number OMC/Coal Project/Sec-4/20/04, dated the 09th November, 2020]

Sl. No.	Name of village	Thana number	Tahasil	District	Area in hectares	Remarks
1.	Chhendipada Jangal	75	Chhendipada	Angul	417.6955	Part
2.	Handigora	76	Chhendipada	Angul	238.1869	Part
3.	Machhakuta	40	Chhendipada	Angul	51.5388	Part
4.	Machhakuta Jangal	77	Chhendipada	Angul	54.1290	Part
5.	Porapara	42	Chhendipada	Angul	129.7223	Part
6.	Porapara Jangal	41	Chhendipada	Angul	142.5660	Full
7.	Tentuloi Korasahi	90	Chhendipada	Angul	153.9855	Part
8.	Chhendipada Reserved Forest(RF)	-	Chhendipada	Angul	4.4690	Part
Total Area :					1192.2930 (approximately)	
Total: 1192.2930 hectares (approximately) or 2946.1560 acres (approximately)						

BOUNDARY DESCRIPTION :

- (1) Line 1-8: The line starts at point-1 in the north-west corner of the coal mine, near the south side of Chhendipada-Bagadia Road, trends in south-easterly direction in Porapara village and reaches point-8 near the northern end of Handigora village.
- (2) Line 8-13: The line starts from point-8 and trends towards south-west direction in Handigora village and reaches point-13 in Handigora village.
- (3) Line 13-14: The line starts from point-13, trends in the south-westerly direction and reaches point-14 in Handigora village.

- (4) Line 14-16: The line starts from point-14, trends in the south-easterly direction and reaches point-16 in Handigora village.
- (5) Line 16-17: The line starts from point-16, trends in the south-westerly direction and reaches point-17 in Handigora village.
- (6) Line 17-18: The line starts from point-17, trends in the west-northerly direction and reaches point-18 in Handigora village.
- (7) Line 18-20: The line starts from point-18, trends in the south-westerly direction and reaches point-20 in Handigora village.
- (8) Line 20-24: The line starts from Point-20, trends in the south-easterly direction and reaches Point-24 in Handigora village.
- (9) Line 24-29: The line starts from point-24, trends in the south-easterly direction and reaches point-29 in Tentuloi Korasahi village.
- (10) Line 29-30: The line starts from point-29, trends in the south-easterly direction and reaches point-30 in Tentuloi Korasahi village.
- (11) Line 30-33: The line starts from point-30, trends in the north-easterly direction and reaches point-33 in Tentuloi Korasahi village.
- (12) Line 33-36: The line starts from point-33, trends in the north-westerly direction and reaches point-36 in Tentuloi Korasahi village.
- (13) Line 36-53: The line starts from point-36, trends in the north-westerly direction and reaches point-53 in Chhendipada Jangal village.
- (14) Line 53-54: The line starts from point-53, trends in the westerly direction and reaches point-54 in Chhendipada Jangal village.
- (15) Line 54-56: The line starts from point-54, trends in the northerly direction and reaches point-56 in Chhendipada R.F.
- (16) Line 56-59: The line starts from point-56, trends in the westerly direction and reaches point-59 in Chhendipada Jangal village.
- (17) Line 59-67: The line starts from point-59, trends in the north-easterly direction along the course of Kumbhiranalla and reaches point-67 in Chhendipada Jangal village along the same Kumbhiranalla.
- (18) Line 67-70: The line starts from point-67, trends in the north-easterly direction along the course of Kumbhiranalla, and reaches point-70 in Chhendipada Jangal village along the same Kumbhiranalla.
- (19) Line 70-75: The line starts from point-70, trends in the north-easterly direction in a zig-zag manner along the course of Kumbhiranalla, and reaches point-75 in Chhendipada Jangal village along the course of Kumbhiranalla.
- (20) Line 75-76: The line starts from point-75, trends in the easterly direction along the course of Kumbhiranalla, and reaches point-76 in Chhendipada Jangal village along the course of Kumbhiranalla.
- (21) Line 76-81: The line starts from point-76, trends in the north-easterly direction along the course of Kumbhiranalla, and reaches point-81 in Chhendipada Jangal village.
- (22) Line 81-87: The line starts from point-81, trends in the north-easterly direction along the course of Kumbhiranalla, and reaches point-87 in Chhendipada Jangal village.
- (23) Line 87-91: The line starts from point-87 along the course of Kumbhiranalla, trends in the northerly direction in Chhendipada Jangal village and reaches point-91 in Chhendipada Jangal village it-self.
- (24) Line 91-95: The line starts from point-91, trends in the north-easterly direction and reaches point-95 in Chhendipada Jangal village.
- (25) Line 95-100: The line starts from point-95, trends in the northerly direction and reaches point-100 on the south side of Chhendipada-Bagedia road in Chhendipada Jangal village.
- (26) Line 100-110: The line starts from point-100, trends in the north-westerly direction along the southerly side of Chhendipada-Bagadia road and reaches point-110 in Porapara village.
- (27) Line 110-117: The line starts from point-110, trends in the north-westerly direction along the southerly side of Chhendipada-Bagedia road and reaches point-117 in Porapara village.

- (28) Line 117-121: The line starts from point-117, trends in the south-westerly direction along the southerly side of Chhendipada-Bagedia road and reaches point-121 in Porapara village.
- (29) Line 121-129: The line starts from point-121, trends in the westerly direction along the southerly side of Chhendipada-Bagedia road and reaches point-129 in Porapara village.
- (30) Line 129-1: The line starts from point-129, trends in the north-westerly direction along the southerly side of Chhendipada-Bagedia road and reaches point-1 in Porapara village.

[F. No. 43015/30/2016-LA&IR]

RAM SHIROMANI SAROJ, Dy. Secy.

नई दिल्ली, 18 दिसम्बर, 2020

का.आ. 1074.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) के अधीन भारत सरकार ने कोयला मंत्रालय द्वारा जारी की गई अधिसूचना संख्यांक का. आ. 473, तारीख 30 जून, 2020, जो भारत के राजपत्र, भाग II, खण्ड 3, उपखण्ड (ii), तारीख 4 जुलाई, 2020 में प्रकाशित की गई थी, उस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका माप 174.44 हेक्टर (लगभग) या 431.04 एकड़ (लगभग) है, कोयले का पूर्वेक्षण करने के अपने आशय की सूचना दी थी ;

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

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इससे संलग्न अनुसूची में वर्णित 174.44 हेक्टर (लगभग) या 431.04 एकड़ (लगभग) (लगभग) माप वाली भूमि में या उस पर के सभी अधिकार का अर्जन करने के अपने आशय की सूचना देती है:

टिप्पण 1 : इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक संख्यांक ईसीएल/एसपीएम/जीएम/एसयूआर/157, तारीख 1 अक्तूबर, 2020 का निरीक्षण कलेक्टर, जिला देवघर (झारखंड) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता- 700 001 के कार्यालय में या निदेशक तकनीकी (पी. एण्ड पी.), ईस्टर्न कोलफील्ड्स लिमिटेड, डाकघर- दिशेरगढ़, जिला पश्चिमी बर्द्धवान, पश्चिमी बंगाल-713 333 के कार्यालय में किया जा सकता है।

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

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

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

(2) उप-धारा (1) के अधीन प्रत्येक आपत्ति सक्षम अधिकारी को लिखित रूप में की जाएगी और सक्षम अधिकारी, आपत्तिकर्ता को स्वयं सुने जाने या विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जांच, यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है, वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के

संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

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

टिप्पण 3: केन्द्रीय सरकार ने कोयला नियंत्रक 1, काउंसिल हाउस स्ट्रीट, कोलकाता - 700 001 को उक्त अधिनियम के अधीन अधिसूचना संख्या का. आ. 2520, तारीख 27 मई, 1983, जो भारत के राजपत्र, भाग II, खंड 3, उपखंड (ii) में तारीख 11 जून, 1983 में प्रकाशित की गयी थी, द्वारा सक्षम प्राधिकारी नियुक्त किया है।

अनुसूची

चित्रा ईस्ट ओ.सी.पी.

एस.पी. खान

जिला- देवघर, राज्य झारखंड

[रेखांक संख्यांक ईसीएल/ एसयूआर/ जीएम/ एसपीएम/157, तारीख 1 अक्तूबर, 2020]

सतही अधिकार:

क्रम संख्या	मौजा / ग्राम का नाम	पटवारी सर्किल संख्या/ थाना संख्या	तहसील/ अंचल	जिला	क्षेत्र हेक्टेयर में (लगभग)	टिप्पणियां
1	तुलसीडाबर	09/0596	सारठ	देवघर	49.47	भाग
2	खून	08/0593	पालोजोरी	देवघर	63.31	भाग
3	ताराबाद	08/0591	पालोजोरी	देवघर	50.36	भाग
4	जमुआ	08/0602	पालोजोरी	देवघर	11.30	भाग
कुल : 174.44 (लगभग) या 431.04 एकड़ (लगभग)						

1. मौजा – तुलसीडाबर में अर्जित किए जाने वाले प्लॉट संख्या :

216, 217, 218, 219, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 289, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 385, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741,

742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 907/942, 286/948, 716/953, 718/954, 708/955, 299/957, 286/958, 296/961, 723/964.

2. मौजा—खून में अर्जित किए जाने वाले प्लॉट संख्या :

283, 284, 285, 286, 287, 301, 302, 303, 304, 305, 306, 307, 308, 309, 356, 357, 358, 359, 360, 361, 362, 363, 364, 366, 367, 368, 370, 374, 375, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 389, 390, 391, 392, 393, 394, 395, 397, 398, 399, 401, 402, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 444, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 658, 659, 660, 661, 662, 663, 664, 665, 668, 669, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 704, 705, 706, 707, 709, 711, 712, 713, 714, 715, 717, 718, 719, 720, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 745, 722/748, 287/749, 395/750, 643/751, 457/752, 626/754, 287/755, 396/757, 287/788, 287/789, 287/790.

3. मौजा – ताराबाद में अर्जित किए जाने वाले प्लॉट संख्या :

24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 406, 428, 429, 430, 431, 433, 434, 435, 437, 438, 439, 440, 497, 498, 500, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 207/1881, 110/1885, 110/1886.

4. मौजा – जमुआ में अर्जित किए जाने वाले प्लॉट संख्या :

842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 849/957, 848/958, 842/959, 959/962, 959/963.

सीमा वर्णन : ब्लाक की सीमा देवघर जिला के सारठ और पालोजोरी ब्लाक के ऊपर वर्णित कुल 4 मौजा/ग्राम से होकर गुजरती है।

ब्लॉक- 1 :

1. रेखा क-ख-ग : रेखा बिन्दु संख्या 'क' से प्रारंभ होती है, जो तुलसीडाबर मौजा से दक्षिण पूर्व दिशा से गुजरते हुए बिन्दु 'ग' (जो ब्लॉक का दक्षिण पूर्व कोना है), मौजा तुलसीडाबर में पहुँचती है।
2. रेखा ग-घ : रेखा बिन्दु संख्या 'ग' से प्रारंभ होती है, जो मौजा तुलसीडाबर में दक्षिण पूर्व कोना है, से गुजरते हुए उत्तर दिशा में बिन्दु 'घ' तक पहुँचती है।
3. रेखा घ-ङ-च : रेखा बिन्दु संख्या 'घ' से प्रारंभ होती है, जो मौजा तुलसीडाबर में उत्तर पूर्व कोना है, से दक्षिण-पश्चिम दिशा से गुजरते हुए बिन्दु 'च' तक पहुँचती है।
4. रेखा च-छ-ज : रेखा बिन्दु संख्या 'च' से प्रारंभ होती है, जो ब्लॉक का दक्षिण पश्चिम कोना है, से उत्तर पश्चिम दिशा से गुजरते हुए बिन्दु 'ज' तक पहुँचती है।
5. रेखा ज-झ-क : रेखा बिन्दु संख्या 'ज' से प्रारंभ होती है, जो ब्लॉक का उत्तर पश्चिम कोना है, से उत्तर पूर्व दिशा से गुजरते हुए बिन्दु 'क' तक पहुँचती है।

ब्लाक- 2 :

1. रेखा क-ख-ग-घ-ङ-च-छ-ज : रेखा खून मौजा के बिन्दु संख्या 'क' से प्रारंभ होती है, जो पूर्व दिशा में बिन्दु संख्या 'ख, ग, घ, ङ, च, छ' से गुजरते हुए जमुआ मौजा में बिन्दु 'ज' तक पहुँचती है।
2. रेखा ज-झ : रेखा बिन्दु संख्या 'ज' से प्रारंभ होती है जो मौजा जमुआ में ब्लॉक का पूर्वी कोना है, से गुजरते हुए दक्षिण पश्चिम दिशा में मौजा ताराबाद के बिन्दु संख्या 'झ' तक पहुँचती है।
3. रेखा झ-ञ : रेखा बिन्दु संख्या 'झ' से प्रारंभ होती है जो मौजा ताराबाद में ब्लॉक का दक्षिण पश्चिम कोना से पूर्व की दिशा में गुजरते हुए ताराबाद मौजा में बिन्दु संख्या 'ञ' तक पहुँचती है।
4. रेखा झ-ट : रेखा बिन्दु संख्या 'ञ' से प्रारंभ होती है जो मौजा ताराबाद में ब्लॉक का पूर्वी कोना से दक्षिण पूर्व की दिशा में गुजरते हुए ताराबाद मौजा में बिन्दु 'ट' तक पहुँचती है।
5. रेखा ट-ठ-ड-ढ : रेखा बिन्दु संख्या 'ट' से प्रारंभ होती है जो मौजा ताराबाद में ब्लॉक का दक्षिण पूर्वी कोना से उत्तर-पश्चिम की दिशा में बिन्दु 'ठ-ड' से गुजरते हुए ताराबाद मौजा में बिन्दु 'ढ' तक पहुँचती है।
6. रेखा ढ-ण-त : रेखा बिन्दु संख्या 'ढ' से प्रारंभ होती है जो मौजा ताराबाद में ब्लॉक का दक्षिण पूर्वी कोना से दक्षिण-पश्चिम की दिशा में बिन्दु 'ण' से गुजरते हुए खून मौजा में बिन्दु 'त' तक पहुँचती है।

7. रेखा त-थ: रेखा बिन्दु संख्या 'त' से प्रारंभ होती है जो खून मौजा में ब्लॉक का दक्षिण पूर्वी कोना से पश्चिम की दिशा में गुजरते हुए खून मौजा में बिन्दु 'थ' तक पहुंचती है।
8. रेखा थ-द : रेखा बिन्दु संख्या 'थ' से प्रारंभ होती है जो ब्लॉक का दक्षिण पश्चिम कोना है, से उत्तर-पश्चिम दिशा में गुजरते हुए खून मौजा में बिन्दु 'द' तक पहुंचती है।
9. रेखा द-ध-न-प-फ-ब-म-य : रेखा बिन्दु संख्या 'द' से प्रारंभ होती है जो मौजा खून में ब्लॉक का दक्षिण पश्चिम कोना से उत्तर-पूर्व की दिशा में बिन्दु 'ध,न,प,फ,ब,म' से गुजरते हुए खून मौजा में बिन्दु 'य' तक पहुंचती है।
10. रेखा य-र-क : रेखा बिन्दु संख्या 'य' से प्रारंभ होती है जो मौजा खून में ब्लॉक का उत्तर पश्चिम कोना से उत्तर पूर्व की दिशा में बिन्दु 'र' से गुजरते हुए खून मौजा में बिन्दु 'क' तक पहुंचती है।

[फा. सं. 43015/10/2020-एलए एण्ड आईआर]

राम शिरोमणि सरोज , उप सचिव

New Delhi, the 18th December, 2020

S. O. 1074.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 473, dated the 30th June, 2020 issued under sub- section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 4th July, 2020, the Central Government gave notice of its intention to prospect for coal in 174.44 hectares (approximately) or 431.04 acres (approximately) of the lands in the locality specified in the Schedule annexed to that notification;

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

Now, therefore, in exercise of the powers conferred by the sub- section (1) of section 7 of the said Act, the Central Government hereby gives of its intention to acquire the land measuring 174.44 hectares (approximately) or 431.04 acres (approximately) and surface rights over the said lands described in the Schedule appended hereto :

Note 1 : The plan bearing number ECL/SPM/GM/SUR/157, dated the 1st October, 2020 of the area covered by this notification may be inspected in the office of the Collector, District Deoghar (Jharkhand) or in the office of the Coal Controller, 1, Council House Street, Kolkata- 700001 or in the office the Director Technical (P and P), Eastern Coalfields Limited, Sanctoria, P.O. Dishergarh, District- Pashchim Burdwan, West Bengal--713 333.

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

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

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

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

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

Note 3 : The Coal Controller, 1, Council House Street, Kolkata- 700001 has been appointed by the Central Government as the competent authority under section 3 of the said Act, vide notification number S.O. 2520, dated the 27th May, 1983 published in the Gazette of India, part II, section 3, sub- section (ii), dated the 11th June, 1983.

SCHEDULE

Chitra East OCP

S.P.Mines Area

District – Deoghar, State – Jharkhand

[Plan bearing number ECL/SPM/GM/SUR/157, dated the 1st October, 2020]

Surface Rights :

Sr. No.	Name of Mouza/ Village	Patwari Circle number/Thana number	Tahsil/ Anchal	District	Area in hectares (approximately)	Remarks
1	Tulsidabar	09/0596	Sarath	Deoghar	49.47	Part
2	Khoon	08/0593	Palojori	Deoghar	63.31	Part
3	Tarabad	08/0591	Palojori	Deoghar	50.36	Part
4	Jamua	08/0602	Palojori	Deoghar	11.30	Part
Total : 174.44 hectares (approximately) or 431.04 acres (approximately)						

1. Plot numbers to be acquired in Mouza- Tulsidabar :

216, 217, 218, 219, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 289 (P), 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 385, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396(P), 397, 398, 399, 400, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 907/942, 286/948, 716/953, 718/954, 708/955, 299/957, 286/958, 296/961, 723/964

2. Plot numbers to be acquired in Mouza- Khoon :

283, 284, 285, 286, 287 (P) , 301, 302, 303, 304, 305, 306, 307, 308, 309, 356, 357, 358, 359, 360, 361, 362, 363, 364, 366, 367, 368, 370, 374, 375, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 389, 390, 391, 392, 393, 394, 395, 397, 398, 399, 401, 402, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 444, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 658, 659, 660, 661, 662, 663, 664, 665, 668, 669, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687,

688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 704, 705, 706, 707, 709, 711, 712, 713, 714, 715, 717, 718, 719, 720, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 745, 722/748, 287/749, 395/750, 643/751, 457/752, 626/754, 287/755, 396/757, 287/788, 287/789, 287/790.

3. Plot numbers to be acquired in Mouza- Tarabad :

24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 406, 428, 429, 430, 431, 433, 434, 435, 437, 438, 439, 440, 497, 498, 500, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 207/1881, 110/1885, 110/1886.

4. Plot numbers to be acquired in Mouza- Jamua :

842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 849/957, 848/958, 842/959, 959/962, 959/963.

Boundary Description: The boundary of the block passes through the above said 4 Mouzas Village of Sarath and Palojsori block of Deoghar District.

Block-1 :

1. Line A-B-C: The line starts at point -A in Tulsidabar mouza trends in South East direction reaches at point-C (South- East corner of the block) in Tulsidabar Mouza.
2. Line C-D: The line starts at point -C in the South East corner of the coal block in Tulsidabar mouza trends in North direction of the block reaches at point-D.
3. Line D-E-F: The line starts at point -D in the North- East corner of the coal block in Tulsidabar Mouza trends in South-west direction reaches at point-F.
4. Line F-G-H: The line starts at point -F in the South- West corner of the coal block trends in North-west direction reaches at point-H.
5. Line H-I-A: The line starts at point -H in the North- West corner of the coal block trends in North-East direction reaches at point-A.

Block-2 :

1. Line a-b-c-d-e-f-g-h: The line starts at point -a in Khoon mouza trends in East direction passes through point b,c,d,e,f,g and reaches at point-h in Jamua Mouza.

2. Line h-i: The line starts at point -h in the East corner of the block in Jamua mouza trends in South-West direction of the block reaches at point-i in Tarabad mouza.
3. Line i-j: The line starts at point -i in the South-West corner of the block in Tarabad Mouza and trends in East direction reaches at point-j in Tarabad Mouza.
4. Line j-k: The line starts at point -j in the East corner of the block in mouza Tarabad and trends in South-East direction reaches at point-K in mouza Tarabad.
5. Line k-l-m-n: The line starts at point -k in the South East corner of the block in mouza Tarabad and trends in North-west direction passes through point l, m and reaches at point-n in mouza Tarabad.
6. Line n-o-p: The line starts at point -n in the South East corner of the block in mouza Tarabad and trends in South-west direction passes through point o and reaches at point-p in mouza Khoon.
7. Line p-q: The line starts at point -p in the South East corner of the block in mouza Khoon and trends in west direction reaches at point-q in mouza Khoon.
8. Line q-r: The line starts at point -q in the South- West corner of the block in mouza khoon and trends in North-west direction reaches at point-r in mouza Khoon.
9. Line r-s-t-u-v-w-x-y: The line starts at point -r in the South-West corner of the block in mouza khoon and trends in North-East direction passes through point s,t,u,v,w,x and reaches at point-y in mouza Khoon.
10. Line y-z-a: The line starts at point y in the North-West corner of the block in mouza khoon and trends in North-East direction passes through point z and reaches at point-a in mouza Khoon.

[F. No. 43015/10/2020 - LA&IR]

RAM SHIROMANI SAROJ, Dy. Secy.

नई दिल्ली, 18 दिसम्बर, 2020

का.आ. 1075.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) के अधीन भारत सरकार ने कोयला मंत्रालय द्वारा जारी की गई अधिसूचना संख्यांक का. आ. 1697, तारीख 17 सितम्बर, 2019, जो भारत के राजपत्र, भाग II, खण्ड 3, उपखण्ड (ii), तारीख 21 सितम्बर, 2019 में प्रकाशित की गई थी, उस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका माप 442.146 हेक्टर (लगभग) या 1092.54 एकड़ (लगभग) है, कोयले का पूर्वेक्षण करने के अपने आशय की सूचना दी थी ;

और केन्द्रीय सरकार का यह समाधान हो गया है कि इससे संलग्न अनुसूची में विहित उक्त भूमि के भाग में कोयला अभिप्राप्त है ;

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इससे संलग्न अनुसूची में वर्णित 397.083 हेक्टर (लगभग) या 981.192 एकड़ (लगभग) माप वाली भूमि में या उस पर के सभी अधिकार का अर्जन करने के अपने आशय की सूचना देती है:

टिप्पण 1 : इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक संख्यांक सी - I(ई) III/ जीआर/1020/964, तारीख 20 अक्टूबर, 2020 का निरीक्षण कलेक्टर, जिला छिन्दवाड़ा (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता- 700 001 के कार्यालय में या विभागाध्यक्ष या मुख्य प्रबंधक, वेस्टर्न कोलफील्ड्स लिमिटेड (राजस्व विभाग), कोल इस्टेट, सिविल लाईन्स, नागपुर - 440 001 (महाराष्ट्र) के कार्यालय में किया जा सकता है।

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

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

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

(2) उप-धारा (1) के अधीन प्रत्येक आपत्ति सक्षम अधिकारी को लिखित रूप में की जाएगी और सक्षम अधिकारी, आपत्तिकर्ता को स्वयं सुने जाने या विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जांच, यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है, वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

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

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

अनुसूची

विष्णुपुरी यूजी टू ओसी खान
पेंच क्षेत्र

जिला छिन्दवाड़ा (मध्य प्रदेश)

(रेखांक संख्या सी- 1(ई)III/ जीआर/1020/964, तारीख 20 अक्टूबर, 2020)

क्रम सं.	ग्राम का नाम	पटवारी सर्किल संख्या	तहसील	जिला	क्षेत्रफल (हेक्टर में)			कुल	टिप्पणी
					निजी	सरकारी	वन		
1	सिरगोरा	17	परासिया	छिन्दवाड़ा	47.051	21.675	28.183	96.909	भाग
2	छिन्दा	16	परासिया	छिन्दवाड़ा	10.719	0.00	1.331	12.050	भाग
3	पिण्डरई	16	परासिया	छिन्दवाड़ा	14.662	18.095	11.365	44.122	भाग
4	कुकुरमुण्डा	16	परासिया	छिन्दवाड़ा	121.052	28.821	94.129	244.002	भाग
कुल :-					193.484	68.591	135.008	397.083	

कुल क्षेत्रफल : 397.083 हेक्टर (लगभग)

या 981.192 एकड़ (लगभग)

(1) ग्राम छिन्दा में अर्जित किये जाने वाले प्लॉट संख्यांक :

निजी भूमि :-

237, 240/6/2-240/6/3-240/6/4, 240/7/1-240/7/2, 241, 243, 244, 245, 246, 260/1-260/2-260/3, 261/1-261/2.

वन भूमि :- 242.

(2) ग्राम सिरगोरा में अर्जित किये जाने वाले प्लॉट संख्यांक :

निजी भूमि :-

9/1- 9/2, 10, 11, 12/1-12/2, 13, 14, 15, 17/1-17/2, 18, 19, 20, 21, 23/1- 23/2- 23/3- 23/4, 25/1-25/2, 26/1- 26/2, 27/1- 27/2, 28/1- 28/2, 29, 30, 31, 33/1, 35/1- 35/2, 36, 39, 185/3, 188/1- 188/2/1-188/2/2-188/2/3, 189/1-189/2, 191, 192, 193, 195, 201/1- 201/2, 201/3/1/ 1-201/3/1/2, 201/3/2, 202, 204, 206/1/1- 206/1/2- 206/2- 206/3, 207/1- 207/2- 207/3- 207/4, 239/1.

सरकारी भूमि:- 22, 24, 34, 190, 194, 196/2, 203/1- 203/2, 205/1/1 (भाग)-205/1/2, 205/2, 240.

वन भूमि :- 2 (भाग), 16/1- 16/2.

(3) ग्राम पिण्डरई में अर्जित किये जाने वाले प्लॉट संख्यांक :

निजी भूमि :-

4, 5/1-5/2, 6/1/1-6/1/2-6/2-6/3-6/4, 7, 8/1-8/2, 9/1- 9/2, 10/1/1-10/1/2, 10/2, 11, 12/1-12/2, 171, 176, 177, 178/1/1, 178/1/2, 178/2.

सरकारी भूमि :- 173, 175, 179.

वन भूमि :- 13 (भाग), 170.

(4) ग्राम कुकुरमुण्डा में अर्जित किये जाने वाले प्लॉट संख्यांक :

निजी भूमि :-

1/1- 1/2, 2, 4, 6/1- 6/2/1-6/2/2, 7/1/1-7/1/2- 7/2- 7/3- 7/4- 7/5- 7/6, 8/1- 8/4/1-8/4/2- 8/5, 9/1- 9/2, 10, 11, 12, 13/3, 14, 15/1/1/1- 15/1/1/2-15/1/2- 15/2- 15/3- 15/4- 15/5, 16/1- 16/2- 16/3- 16/4- 16/5, 17/1/1-17/1/2- 17/2, 18/1- 18/2, 20/1/1-20/1/2- 20/2, 21/1/1-21/1/2- 21/2, 22, 23, 25/1/1-25/1/2-25/1/3- 25/2- 25/3/1-25/3/2- 25/4- 25/5- 25/6- 25/7, 26/1-26/2, 27, 28/1- 28/2, 29, 30/1- 30/2, 31/1- 31/2, 32/1- 32/2, 33/1- 33/2, 34, 35/1-35/2-35/3, 36, 37, 39/1- 39/2- 39/3/1-39/3/2-39/3/3, 39/3/4- 39/4/1-39/4/2, 40/1- 40/2, 41/1- 41/2, 43/1- 43/2, 44, 45/1- 45/2- 45/3, 46/1- 46/2, 47, 48, 50, 51/1- 51/2- 51/3, 52, 53/1- 53/2- 53/3- 53/4- 53/5/1-

53/5/2,- 53/6- 53/7, 54/1- 54/2- 54/3- 54/4- 54/5/1- 54/5/2, 54/6- 54/7/1-54/7/2, 55/1- 55/2- 55/3- 55/4- 55/5- 55/6- 55/7- 55/8- 55/9- 55/10- 55/11- 55/12- 55/13- 55/14- 55/15, 57, 58/1- 58/2- 58/3- 58/4, 59,60/1- 60/2, 61/1/1-61/1/2-61/1/3- 61/2- 61/3/1-61/3/2- 61/4- 61/5- 61/6, 62/1- 62/2- 62/3, 63/1-63/2-63/3, 64, 65/1- 65/2- 65/3- 65/4- 65/5- 65/6, 66, 67/1- 67/2/1- 67/2/2- 67/3, 72/1- 72/2- 72/5, 73/1/1-73/1/2- 73/2- 73/3, 76/4, 77, 78, 79/1-79/2-79/3-79/4, 80, 81, 82, 83, 84, 85/3- 85/4, 87, 88, 89/1/1-89/1/2-89/1/3-89/1/4- 89/2/1- 89/2/2- 89/2/3- 89/2/4- 89/2/5- 89/2/6- 89/3/1-89/3/2-89/3/3-89/3/4-89/3/5, 90, 91, 92, 94, 95, 96/1, 96/2, 97, 98, 99, 100, 101, 102/1- 102/2, 103, 104/1/1- 104/1/2-104/2- 104/3, 105, 107/1- 107/2, 108/1- 108/2, 109, 110/1- 110/2- 110/3, 112, 113, 114, 115/1-115/2, 116, 117/1- 117/2- 117/3- 117/4/1-117/4/2- 117/5, 118/1/1-118/1/2-118/2- 118/3/1-118/3/2- 118/4, 119, 120/1/1- 120/1/2- 120/2- 120/3, 122, 123, 125, 126, 127/1- 127/2- 127/3- 127/4- 127/5/1-127/5/2- 127/5/3-127/5/4, 127/6- 127/7- 127/8, 128/1/1-128/1/2- 128/2- 128/3, 129, 130/1/1- 130/1/2- 130/2/1- 130/2/2- 130/2/3- 130/2/4, 131, 133, 134/1-134/2, 135/1- 135/2/1-135/2/2- 135/3- 135/4.

सरकारी भूमि :- 5, 38, 42/1, 56, 93, 111, 136.

वन भूमि :- 3/1- 3/2, 19, 24/1 (भाग)- 24/2, 42/2, 49/1- 49/2, 85/1, 86, 106, 121, 124, 132.

सीमा वर्णन :

क - ख : रेखा ग्राम पिण्डरई में बिन्दु 'क' से आरंभ से होकर उत्तर दिशा में प्लॉट संख्यांक 5/1, 4 की बाह्य सीमा से लगकर गुजरती है, फिर ग्राम कुरमुण्डा में प्लॉट संख्यांक 76/4, 85/1, 72/5- 72/1- 72/2, 67/3 की बाह्य सीमा से लगकर गुजरती है और बिन्दु 'ख' पर मिलती है।

ख - ग : रेखा बिन्दु 'ख' से आरंभ होती है और उत्तर दिशा में प्लॉट संख्यांक 67/3, 66 की बाह्य सीमा से लगकर गुजरती है फिर ग्राम छिन्दा में प्लॉट संख्यांक 237, 240/6/2-240/6/4, 261/2 की बाह्य सीमा से लगकर गुजरती है और बिन्दु 'ग' पर मिलती है।

ग - घ : रेखा बिन्दु 'ग' से आरंभ होती है और पूर्व दिशा में ग्राम छिन्दा में प्लॉट संख्यांक 261/1, 260/1, 243, 244, 245, 246 की बाह्य सीमा से लगकर गुजरती है, फिर ग्राम छिन्दा और ग्राम कुरमुण्डा की सम्मिलित ग्राम सीमा पर स्थित बिन्दु 'घ' पर मिलती है।

घ - ड. : रेखा बिन्दु 'घ' से आरंभ होती है और उत्तर-पूर्व दिशा में ग्राम कुरमुण्डा और ग्राम छिन्दा की सम्मिलित ग्राम सीमा से लगकर गुजरती है फिर ग्राम कुरमुण्डा में प्लॉट संख्यांक 24/1, 8/4/1- 8/4/2- 8/5, 12, 13/3, 24/2 की बाह्य सीमा के से लगकर गुजरती है, फिर ग्राम कुरमुण्डा और ग्राम सिरगोरा की सम्मिलित ग्राम सीमा पर स्थित बिन्दु 'ड.' पर मिलती है।

ड. - च : रेखा बिन्दु 'ड.' से आरंभ होती है और ग्राम सिरगोरा में पूर्व दिशा में प्लॉट संख्यांक 2, 10 की बाह्य सीमा से लगकर गुजरती है और बिन्दु 'च' पर मिलती है।

- च – छ : रेखा बिन्दु 'च' से आरंभ होती है और प्लाट संख्यांक 10, 19, 20, 39, 33/1, 36, 34 की बाह्य सीमा से लगकर गुजरती है और बिन्दु 'छ' पर मिलती है।
- छ – ज : रेखा बिन्दु 'छ' से आरंभ होती है और प्लाट संख्या 33/1 की बाह्य सीमा से लगकर गुजरती है और ग्राम सिरगोरा में बिन्दु 'ज' पर मिलती है।
- ज – झ : रेखा बिन्दु 'ज' से आरंभ होती है और दक्षिण-पश्चिम दिशा में प्लाट संख्यांक 185/3, 189/2, 188/2/3 की बाह्य सीमा से लगकर गुजरती है और ग्राम सिरगोरा में स्थित बिन्दु 'झ' पर मिलती है।
- झ – ञ : रेखा बिन्दु 'झ' से आरंभ होती है और प्लाट संख्या 196 से होकर गुजरती है और प्लाट संख्यांक 201/1, 205/1/1 की बाह्य सीमा से लगकर गुजरती है और बिन्दु 'ञ' पर मिलती है।
- ञ – ट : रेखा बिन्दु 'ञ' से आरंभ होकर दक्षिण-पश्चिम दिशा में प्लाट संख्यांक 205/1/1, 207/4, 239/1 की बाह्य सीमा से लगकर गुजरती है और बिन्दु 'ट' पर मिलती है।
- ट – ठ : रेखा बिन्दु 'ट' से आरंभ होकर ग्राम सिरगोरा में प्लाट संख्या 240 में से होकर ग्राम पिण्डरई में प्लाट संख्या 175 की बाह्य सीमा से लगकर गुजरती है और बिन्दु 'ठ' पर मिलती है।
- ठ – ड : रेखा बिन्दु 'ठ' से आरंभ होकर उत्तर दिशा में प्लाट संख्या 175 की पश्चिम सीमा से लगकर गुजरती है और ग्राम पिण्डरई और ग्राम कुकुरमुण्डा की सम्मिलित सीमा पर स्थित बिन्दु 'ड' पर मिलती है।
- ड – ढ : रेखा बिन्दु 'ड' से आरंभ होकर पश्चिम दिशा में ग्राम पिण्डरई और ग्राम कुकुरमुण्डा की सम्मिलित ग्राम सीमा से लगकर गुजरती है, फिर प्लाट संख्या 38 को पार करती है और बिन्दु 'ढ' पर मिलती है।
- ढ – ण : रेखा बिन्दु 'ढ' से आरंभ होकर दक्षिण-पश्चिम दिशा में ग्राम पिण्डरई में प्लाट संख्यांक 170, 13 की बाह्य सीमा से लगकर गुजरती है और बिन्दु 'ण' पर मिलती है।
- ण – क : रेखा बिन्दु 'ण' से आरंभ होकर पश्चिम दिशा में प्लाट संख्या 13 में से लगकर गुजरती है और प्रारंभिक बिन्दु 'क' पर मिलती है।

[फा. सं. 43015/16/2019-एलए एण्ड आईआर]

राम शिरोमणि सरोज, उप सचिव

New Delhi, the 18th December, 2020

S.O. 1075.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 1697, dated the 17th September, 2019 issued under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 21st September, 2019, the Central Government gave notice of its intention to prospect for coal in 442.146 hectares (approximately) or 1092.54 acres (approximately) of the lands in the locality specified in the Schedule annexed to that notification;

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

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire all rights in or over the land measuring 397.083 hectares (approximately) or 981.192 acres (approximately) described in the Schedule appended hereto:

Note 1: The plan bearing number C-I(E)III/GR/1020-964, dated the 20th October, 2020 of the area covered by this notification may be inspected in the office of the Collector, District Chhindwara (Madhya Pradesh) or in the office of the Coal Controller, 1, Council House Street, Kolkata - 700 001) or in the office of the Head of Department or Chief Manager, Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur - 440 001 (Maharashtra);

Note 2: Attention is hereby invited to the provisions of Section 8 of the aforesaid Act which provides as follows:-

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

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

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

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

Note 3: The Coal Controller, 1, Council House Street, Kolkata - 700 001 has been appointed by the Central Government as the competent authority Under Section 3 of the said Act, vide notification number S.O. 2519, dated the 27th May, 1983, published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 11th June, 1983.

SCHEDULE

Vishnupuri UG to OC Mine

Pench Area

District Chhindwara (Madhya Pradesh)

[Plan bearing number C-I(E)III/GR/1020-964, dated the 20th October, 2020

Sl. No.	Name of Village	Patwari Circle number	Tahsil	District	Area (In hectares)			Total	Remarks
					Tenancy	Govt.	Forest		
1	Sirgora	17	Parasia	Chhindwara	47.051	21.675	28.183	96.909	Part
2	Chhinda	16	Parasia	Chhindwara	10.719	0.00	1.331	12.050	Part
3	Pindrai	16	Parasia	Chhindwara	14.662	18.095	11.365	44.122	Part
4	Kukur-munda	16	Parasia	Chhindwara	121.052	28.821	94.129	244.002	Part
Total :					193.484	68.591	135.008	397.083	

Total area : 397.083 hectares (approximately)
or 981.192 acres (approximately)

(1) Plot numbers to be acquired in village Chhinda :-

Tenancy land :-

237, 240/6/2-240/6/3-240/6/4, 240/7/1-240/7/2, 241, 243, 244, 245, 246, 260/1-260/2-260/3, 261/1-261/2.

Forest land :- 242.

(2) Plot numbers to be acquired in village Sirgora :-

Tenancy land :-

9/1- 9/2, 10, 11, 12/1-12/2, 13, 14, 15, 17/1-17/2, 18, 19, 20, 21, 23/1- 23/2- 23/3- 23/4, 25/1-25/2, 26/1- 26/2, 27/1- 27/2, 28/1- 28/2, 29, 30, 31, 33/1, 35/1- 35/2, 36, 39, 185/3, 188/1- 188/2/1-188/2/2-188/2/3, 189/1-189/2, 191, 192, 193, 195, 201/1- 201/2, 201/3/1/1-201/3/1/2, 201/3/2, 202, 204, 206/1/1- 206/1/2- 206/2- 206/3, 207/1- 207/2- 207/3- 207/4, 239/1.

Government Land :- 22, 24, 34, 190, 194, 196/2, 203/1- 203/2, 205/1/1 (Part)-205/1/2, 205/2, 240.

Forest land:- 2 (Part), 16/1- 16/2.

(3) Plot numbers to be acquired in village Pindrai:-

Tenancy land :-

4, 5/1-5/2, 6/1/1-6/1/2-6/2-6/3-6/4, 7, 8/1-8/2, 9/1- 9/2, 10/1/1-10/1/2, 10/2, 11, 12/1-12/2, 171, 176, 177, 178/1/1, 178/1/2, 178/2.

Government land :- 173, 175, 179.

Forest land: - 13 (Part), 170.

(4) Plot numbers to be acquired in village Kukurmunda :-

Tenancy land :-

1/1- 1/2, 2, 4, 6/1- 6/2/1-6/2/2, 7/1/1-7/1/2- 7/2- 7/3- 7/4- 7/5- 7/6, 8/1- 8/4/1-8/4/2- 8/5, 9/1- 9/2, 10, 11, 12, 13/3, 14, 15/1/1/1- 15/1/1/2-15/1/2- 15/2- 15/3- 15/4- 15/5, 16/1- 16/2- 16/3- 16/4- 16/5, 17/1/1-17/1/2- 17/2, 18/1- 18/2, 20/1/1-20/1/2- 20/2, 21/1/1-21/1/2- 21/2, 22, 23, 25/1/1-25/1/2-25/1/3- 25/2- 25/3/1-25/3/2- 25/4- 25/5- 25/6- 25/7, 26/1-26/2, 27, 28/1- 28/2, 29, 30/1- 30/2, 31/1- 31/2, 32/1- 32/2, 33/1- 33/2, 34, 35/1-35/2- 35/3, 36, 37, 39/1- 39/2- 39/3/1-39/3/2-39/3/3, 39/3/4- 39/4/1-39/4/2, 40/1- 40/2, 41/1- 41/2, 43/1- 43/2, 44, 45/1- 45/2- 45/3, 46/1- 46/2, 47, 48, 50, 51/1- 51/2- 51/3, 52, 53/1- 53/2- 53/3- 53/4- 53/5/1-53/5/2,- 53/6- 53/7, 54/1- 54/2- 54/3- 54/4- 54/5/1- 54/5/2, 54/6- 54/7/1-54/7/2, 55/1- 55/2- 55/3- 55/4- 55/5- 55/6- 55/7- 55/8- 55/9- 55/10- 55/11- 55/12- 55/13- 55/14- 55/15, 57, 58/1- 58/2- 58/3- 58/4, 59,60/1- 60/2, 61/1/1-61/1/2-61/1/3- 61/2- 61/3/1-61/3/2- 61/4- 61/5- 61/6, 62/1- 62/2- 62/3, 63/1-63/2-63/3, 64, 65/1- 65/2- 65/3- 65/4- 65/5- 65/6, 66, 67/1- 67/2/1-67/2/2- 67/3, 72/1- 72/2- 72/5, 73/1/1-73/1/2- 73/2- 73/3, 76/4, 77, 78, 79/1-79/2-79/3-79/4, 80, 81, 82, 83, 84, 85/3- 85/4, 87, 88, 89/1/1-89/1/2-89/1/3-89/1/4- 89/2/1- 89/2/2- 89/2/3- 89/2/4- 89/2/5- 89/2/6- 89/3/1-89/3/2-89/3/3-89/3/4-89/3/5, 90, 91, 92, 94, 95, 96/1, 96/2, 97, 98, 99, 100, 101, 102/1- 102/2, 103, 104/1/1- 104/1/2-104/2- 104/3, 105, 107/1- 107/2, 108/1- 108/2, 109, 110/1- 110/2- 110/3, 112, 113, 114, 115/1- 115/2, 116, 117/1- 117/2- 117/3- 117/4/1-117/4/2- 117/5, 118/1/1-118/1/2-118/2- 118/3/1-118/3/2- 118/4, 119, 120/1/1-120/1/2- 120/2- 120/3, 122, 123, 125, 126, 127/1- 127/2- 127/3- 127/4- 127/5/1-127/5/2-127/5/3- 127/5/4, 127/6- 127/7- 127/8, 128/1/1-128/1/2- 128/2- 128/3, 129, 130/1/1- 130/1/2- 130/2/1- 130/2/2- 130/2/3- 130/2/4, 131, 133, 134/1-134/2, 135/1- 135/2/1-135/2/2- 135/3- 135/4.

Government land :- 5, 38, 42/1, 56, 93, 111, 136.

Forest land :- 3/1- 3/2, 19, 24/1 (Part)- 24/2, 42/2, 49/1- 49/2, 85/1, 86, 106, 121, 124, 132.

Boundary description:

A – B : Line starts from point ‘A’ in village Pindrai, passes in north direction along the outer boundary of plot numbers 5/1, 4, then passes in village Kukurmunda along the outer boundary of plot numbers 76/4, 85/1, 72/5, 72/1-72/2, 67/3 and meets at point‘B’.

B – C : Line starts from point ‘B’, passes in North direction along the outer boundary of plot numbers 67/3, 66 then passes in Village Chhinda along the outer boundary of plot numbers 237, 240/6/2, 240/6/4, 261/2 and meets at point‘C’ in village Chhinda.

C – D : Line starts from point ‘C’, passes in east direction in village Chhinda along the outer boundary of plot numbers 261/1- 260/1, 243, 244, 245, 246 and meets at point ‘D’ on common village boundary of villages Chhinda and Kukurmunda.

D – E : Line starts from point ‘D’, passes in north-east direction along the common village boundary of villages Kukurmunda and Chhinda, then passes in village Kukurmunda along the outer boundary of plot numbers 24/1, 8/4/1- 8/4/2- 8/5, 12, 13/3, 24/2, meets at point ‘E’ on common village boundary of villages Kukurmunda and Sirgora.

E – F : Line starts from point ‘E’, passes in east direction in village Sirgora along the outer boundary of plot numbers 2, 10 and meets at point ‘F’.

- F – G : Line starts from point 'F', passes along the outer boundary of plot numbers 10, 19, 20, 39, 33/1, 36, 34 and meets at point 'G'.
- G – H : Line starts from point 'G', passes along the outer boundary of plot number 33/1 and meets at point 'H' in village Sirgora.
- H – I : Line starts from point 'H', passes in south-west direction along the outer boundary of plot numbers 185/3, 189/2, 188/2/3 and meets at point 'I' in village Sirgora.
- I – J : Line starts from point 'I', passes through plot number 196/2, passes along the outer boundary of plot numbers 201/1, 205/1/1 and meets at point 'J' in village Sirgora.
- J-K : Line starts from point 'J', passes in south-west direction along the outer boundary of plot numbers 205/1/1, 207/4, 239/1 and meets at point 'K'.
- K – L : Line starts from point 'K', passes through plot number 240 in village Sirgora, passes in village Pindrai along the outer boundary of plot number 175 and meets at point 'L'.
- L-M : Line starts from point 'L', passes in north direction along the west boundary of plot number 175 and meets at point 'M' on common boundary of villages Pindrai and Kukurmunda.
- M- N : Line starts from point 'M', passes in west direction along the common boundary of village Pindrai and Kukurmunda crosses plot number 38 and meets at point 'N'.
- N-O : Line starts from point 'N' passes in south-west direction in village Pindrai along the outer boundary of plot number 170, 13 and meets at point 'O'.
- O-A : Line starts from point 'O', passes in west direction through plot number 13 and ends at starting point 'A'.

[F. No. 43015/16/2019- LA&IR]

RAM SHIROMANI SAROJ Dy. Secy.

नई दिल्ली, 18 दिसम्बर, 2020

का.आ. 1076.—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 उपधारा (1) अधीन भारत सरकार में कोयला मंत्रालय के द्वारा जारी की गई अधिसूचना संख्या का. आ. 412, तारीख 27 मई, 2020, जो भारत के राजपत्र, भाग II, खंड 3, उप-खंड (ii), तारीख 30 मई, 2020 में प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका माप 2400.244 हेक्टर (लगभग) या 5931.00 एकड़ (लगभग) है, कोयले का पूर्वक्षण करने के अपने आशय की सूचना दी थी;

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

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इससे संलग्न अनुसूची में वर्णित 2201.342 हेक्टर (लगभग) या 5439.51 एकड़ (लगभग) माप वाली भूमि में या उस पर के सभी अधिकार का अर्जन करने के अपने आशय की सूचना देती है:

टिप्पण 1: इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक संख्या एसईसीएल/बीएसपी/जीएम(पीएलजी)/भूमि/534, तारीख 13 अक्टूबर, 2020 का निरीक्षण कलेक्टर, जिला – सुरजपुर और बलरामपुर (छत्तीसगढ़) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता – 700001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग), सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है।

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

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

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

(2) उप-धारा (1) के अधीन प्रत्येक आपत्ति सक्षम अधिकारी को लिखित रूप में की जाएगी और सक्षम अधिकारी, आपत्तिकर्ता को स्वयं सुने जाने या विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जांच, यदि कोई हो, करने के पश्चात्, जो वह आवश्यक समझता है, वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचित भूमि का या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़े या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

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

टिप्पण 3: केन्द्रीय सरकार ने कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता-700001 को उक्त अधिनियम के अधीन अधिसूचना संख्या का. आ. 905, तारीख 20 मार्च, 1987, जो भारत के राजपत्र, भाग II, खंड 3, उप-खंड (ii) में प्रकाशित की गई थी, द्वारा सक्षम प्राधिकारी नियुक्त किया है।

अनुसूची

मदननगर ओसीपी (उत्तर और दक्षिण ब्लाक)
भटगांव क्षेत्र

जिला— सुरजपुर और बलरामपुर (छत्तीसगढ़)

[रेखांक संख्या एसईसीएल/बीएसपी/जीएम(पीएलजी)/भूमि/534, तारीख 13 अक्टूबर, 2020]

सभी अधिकार:

(क) राजस्व भूमि :

क्रम सं.	ग्राम का नाम	ग्राम संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणी
1.	मदननगर	95	प्रतापपुर	सुरजपुर	870.740	भाग
2.	जगन्नाथपुर	93	प्रतापपुर	सुरजपुर	313.900	भाग
3.	कनकनगर	86	प्रतापपुर	सुरजपुर	227.850	भाग
4.	चउरा	60	राजपुर	बलरामपुर	518.852	भाग
कुल :- 1931.342 हेक्टर (लगभग) या 4772.34 एकड़ (लगभग)						

(ख) आरक्षित वन भूमि:

कम्पार्टमेंट संख्या	उप-प्रभाग	प्रभाग	क्षेत्र हेक्टर में	टिप्पणी
पी 6	प्रतापपुर	सुरजपुर	270.000	भाग
कुल : 270.000 हेक्टर (लगभग) या 667.17 एकड़ (लगभग)				

कुल योग(क+ख) : 2201.342 हेक्टर (लगभग)

या 5439.51 एकड़ (लगभग)

- ग्राम मदननगर (भाग) में अर्जित किए जाने वाले प्लॉट संख्या: 5(भाग), 6, 7(भाग), 8(भाग), 9(भाग), 10(भाग), 12(भाग), 19(भाग), 21(भाग), 23(भाग), 25(भाग) से 28(भाग), 29 से 177, 179 से 318, 320 से 1157.
- ग्राम जगन्नाथपुर (भाग) में अर्जित किए जाने वाले प्लॉट संख्या: 2 से 159, 162 से 178, 180 से 183,

954(भाग) से 956(भाग), 957 से 1147, 1148(भाग), 1149(भाग), 1150 से 1152, 1154(भाग), 1753, 1756.

3. ग्राम कनकनगर (भाग) में अर्जित किए जाने वाले प्लॉट संख्या: 1 से 199, 200(भाग), 212(भाग), 213 से 373, 374(भाग) से 377(भाग), 382 (भाग), 384, 354/442.
4. ग्राम चउरा (भाग) में अर्जित किए जाने वाले प्लॉट संख्या: 1 से 91, 92(भाग), 94 से 98, 100 (भाग), 149 (भाग), 150 (भाग), 151 से 172, 173 (भाग), 174, 175, 176 (भाग), 179 (भाग), 180, 181 (भाग), 182 (भाग), 200 (भाग), 1040 (भाग), 1042, 1055, 1056, 1057 (भाग), 1070.

सीमा-वर्णन:

- क-ख रेखा बिन्दु "क" से आरंभ होती है और ग्राम जगन्नाथपुर के प्लॉट संख्या 178, 157, 156, 139, 138, 21, 20, 19, 6, 4, 3, 2 के पश्चिमी सीमा से होती हुई बिन्दु "ख" पर मिलती है।
- ख-ग-घ-ङ रेखा बिन्दु "ख" से आरंभ होती है और ग्राम मदननगर के प्लॉट संख्या 547 के पश्चिमी सीमा, बिन्दु 'ग', 546, 545, बिन्दु 'घ', 331/1, 332, 331, 329, 320, 318, 316, 189, 187, 179, 177, 176, 163, 162, 154, 153, 145, 31, 30, 29 के पश्चिमी सीमा से होती हुई बिन्दु "ङ" पर मिलती है।
- ङ-च रेखा बिन्दु "ङ" से आरंभ होती है और ग्राम मदननगर के प्लॉट संख्या 28, 27, 26, 25, 23, 21, 19, 12, 10, 9, 8, 7, 5 से होती हुई बिन्दु "च" पर मिलती है।
- च-छ रेखा बिन्दु "च" से आरंभ होती है और ग्राम मदननगर के उत्तरी सीमा, आरक्षित वन कम्पार्टमेंट संख्या पी 6 के उत्तरी और पूर्वी सीमा से होती हुई बिन्दु "छ" पर मिलती है।
- छ-ज-झ रेखा बिन्दु "छ" से आरंभ होती है और ग्राम कनकनगर के उत्तरी सीमा, बिन्दु 'ज' से गुजरती हुई बिन्दु "झ" पर मिलती है।
- झ-ञ रेखा बिन्दु "झ" से आरंभ होती है और ग्राम कनकनगर के पूर्वी सीमा से गुजरती हुई बिन्दु "ञ" पर मिलती है।
- ञ-ट रेखा बिन्दु "ञ" से आरंभ होती है और ग्राम कनकनगर के प्लॉट संख्या 200, 199, 382 से होकर 369, 370, 371 के पूर्वी सीमा, 377, 376, 375, 374 से होती हुई बिन्दु "ट" पर मिलती है।
- ट-ठ रेखा बिन्दु "ट" से आरंभ होती है और ग्राम कनकनगर के दक्षिणी सीमा, चउरा के प्लॉट संख्या 1057/1, 1040, 92 से होकर 94 के पूर्वी सीमा से होती हुई बिन्दु "ठ" पर मिलती है।
- ठ-ड-ढ रेखा बिन्दु "ठ" से आरंभ होती है और ग्राम चउरा के प्लॉट संख्या 100, बिन्दु 'ड', 149, 150 से गुजरती हुई बिन्दु "ढ" पर मिलती है।
- ढ-ण रेखा बिन्दु "ढ" से आरंभ होती है और ग्राम चउरा के प्लॉट संख्या 150 176, 173, 179, 182, 181, 200 से होती हुई बिन्दु "ण" पर मिलती है।
- ण-त रेखा बिन्दु "ण" से आरंभ होती है और ग्राम जगन्नाथपुर के प्लॉट संख्या 1148 से होकर 1149, 1150 के दक्षिणी सीमा, 1154 से होकर 1152 के भागत: दक्षिणी सीमा से गुजरती हुई बिन्दु "त" पर मिलती है।
- त-क रेखा बिन्दु "त" से आरंभ होती है और ग्राम जगन्नाथपुर के प्लॉट संख्या 956, 955, 954 से होकर 162, 163, 165, 171, 172/2, 183 के दक्षिणी सीमा, 183, 180/2, 180/1 के पश्चिमी सीमा, 178 के दक्षिणी सीमा से होती हुई आरंभिक बिन्दु "क" पर मिलती है।

[फा. सं. 43015/06/2020-एलए एण्ड आईआर]

राम शिरोमणि सरोज, उप सचिव

New Delhi, the 18 December, 2020

S. O. 1076.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 412, dated 27th May, 2020 issued under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated 30th May, 2020, the Central Government gave notice of its intention to prospect for coal in 2400.244 hectares (approximately) or 5931.00 acres (approximately) of the lands in the locality specified in the schedule annexed to that notification;

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

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire all rights in or over the land measuring 2201.342 hectares (approximately) or 5439.51 acres (approximately) described in the schedule appended hereto:

Note1: The plan bearing number SECL/ BSP/ GM(PLG)/ LAND/534, dated the 13th October, 2020 of the area covered by this notification may be inspected in the office of the Collector, District Surajpur and Balrampur (Chhattisgarh) or in the office of the Coal Controller, 1, Council House Street, Kolkata - 700001 or in the office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur- 495006 (Chhattisgarh).

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

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

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

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

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

Note 3 : The Coal Controller, 1, Council House Street, Kolkata, 700001 has been appointed by the Central Government as the competent authority under section 3 of the said Act, vide notification number S.O. 905, dated the 20th March, 1987, published in the Gazette of India, part II, section 3, sub-section (ii), dated the 4th April, 1987.

SCHEDULE

Madannagar OCP (North and South Block)

Bhatgaon Area

District – Balrampur and Surajpur (Chhattisgarh)

[Plan bearing number SECL/ BSP/ GM(PLG)/ LAND/ 534, dated the 13th October, 2020]

All Rights:

Revenue Land:

[illegible]

(B) Reserve Forest Land:

Compartment number	Sub -Division	Division	Area in hectares	Remarks
P 6	Pratappur	Surajpur	270.000	Part
Total:-270.000 hectares (approximately) or 667.17 acres (approximately).				

Grand Total (A+B) : 2201.342 hectares (approximately)
or 5439.51 acres (approximately)

1. Plot numbers to be acquired in village Madannagar (Part): 5(P), 6, 7(P), 8(P), 9(P), 10(P), 12(P), 19(P), 21(P), 23(P), 25(P) to 28(P), 29 to 177, 179 to 318, 320 to 1157.
2. Plot numbers to be acquired in village Jagannathpur (Part): 2 to 159, 162 to 178, 180 to 183, 954(P) to 956(P), 957 to 1147, 1148(P), 1149(P), 1150 to 1152, 1154(P), 1753, 1756.
3. Plot numbers to be acquired in village Kanaknagar (Part): 1 to 199, 200(P), 212(P), 213 to 373, 374(P) to 377(P), 382(P), 384, 354/442.
4. Plot numbers to be acquired in village Chaura (Part): 1 to 91, 92(P), 94 to 98, 100(P), 149(P), 150(P), 151 to 172, 173(P), 174, 175, 176(P), 179(P), 180, 181(P), 182(P), 200(P), 1040(P), 1042, 1055, 1056, 1057(P), 1070.

Boundary description:

- A-B Line starts from point 'A' and passes in village Jagannathpur along western boundary of plot numbers 178, 157, 156, 139, 138, 21, 20, 19, 6, 4, 3, 2 and meets at point 'B'.
- B-C-D-E Line starts from point 'B' and passes in village Madannagar along western boundary of plot numbers 547, point 'C' 546, 545, point 'D', 331/1, 332, 331, 329, 320, 318, 316, 189, 187, 179, 177, 176, 163, 162, 154, 153, 145, 31, 30, 29 and meets at point 'E'.
- E-F Line starts from point 'E' and passes in village Madannagar through plot numbers 28, 27, 26, 25, 23, 21, 19, 12, 10, 9, 8, 7, 5 and meets at point 'F'.
- F-G Line starts from point 'F' and passes along northern boundary of village Madannagar, northern and eastern boundary of reserve forest compartment number 'P 6' and meets at point 'G'.
- G-H-I Line starts from point 'G' and passes along northern boundary of village Kanaknagar, point 'H' and meets at point 'I'.
- I-J Line starts from point 'I' and passes along eastern boundary of village Kanaknagar and meets at point 'J'.
- J-K Line starts from point 'J' and passes in village Kanaknagar through plot numbers 200, 199, 382, along eastern boundary of plot numbers 369, 370, 371, through 377, 376, 375, 374 and meets at point 'K'.
- K-L Line starts from point 'K' and passes along southern boundary of village Kanaknagar, through plot numbers 1057/1, 1040, 92, along eastern boundary of plot number 94 of village Chaura and meets at point 'L'.
- L-M-N-O Line starts from point 'L' and passes in village Chaura through plot numbers 100, point 'M', N, 149, 150 and meets at point 'N'.
- N-O Line starts from point 'N' and passes in village Chaura through plot numbers 150, 176, 173, 179, 182, 181, 200 and meets at point 'O'.
- O-P Line starts from point 'O' and passes in village Jagannathpur through plot number 1148, along southern boundary of plot numbers 1149, 1150, through 1154, along partly southern boundary of 1152 and meets at point 'P'.
- P-A Line starts from point 'P' and passes in village Jagannathpur through plot numbers 956, 955, 954, along southern boundary of plot numbers 162, 163, 165, 171, 172/2, 183, western boundary of plot numbers 183, 180/2, 180/1, southern boundary of 178 and meets at starting point 'A'.

[F. No. 43015/06/2020-LA&IR]

RAM SHIROMANI SAROJ, Dy. Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 8 दिसम्बर, 2020

का.आ. 1077.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स प्रधानाचार्य, जवाहर नवोदय विद्यालय, जयपुर, (राज) और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय के पंचाट (संदर्भ संख्या 06/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 6.01.2020 को प्राप्त हुए थे।

[सं. एल- 42012/135/2012- आईआर (डीयू)]

डी. के. हिमांशु, अवसर सचिव

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 8th December, 2020

S.O. 1077.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 06/2013) of the Central Government Industrial Tribunal-cum-Labour Court Jaipur as shown in the Annexure, in the Industrial dispute between the employers in relation to The Principal Jawahar Navodaya Vidyalaya, Jaipur (RaJ) & Others, and their workmen which were received by the Central Government on 6.01.2020.

[No. L-42012/135/2012 IR (DU)]

D. K. HIMANSHU, Under Secy.

अनुबंध**केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर****सी.जी.आई.टी. प्रकरण सं. 6/2013****पीठासीन अधिकारी :** राधामोहन चतुर्वेदी**रेफरेन्स नं. L-42012/135/2012-IR(DU) दिनांक 13/12/2012**

राजेश कुमार पुत्र श्री हरिसिंह
द्वारा महामंत्री, हिन्द मजदूर सभा,
बंगाली कॉलोनी, छावनी, कोटा।

V/s

प्राचार्य, जवाहर नवोदय विद्यालय,
निहालगंज थाना के सामने, धौलकोट रोड़,
धौलपुर, राजस्थान।

प्रार्थी की तरफ से : कोई नहीं
अप्रार्थी की तरफ से : श्री हवा सिंह — अभिभाषक

: अधिनिर्णय :

दिनांक : 31. 12. 2019

1. श्रम मंत्रालय भारत सरकार, नई दिल्ली द्वारा दिनांक 13.12.2012 को निम्नांकित एक विवाद औद्योगिक विवाद अधिनियम 1947 (जिसे आगे मात्र अधिनियम कहा जावेगा) की धारा 10 उपधारा (1) (घ) एवं 2 (ए) के प्रावधानों के अन्तर्गत प्रदत्त शक्तियों के प्रयोग में निम्नांकित विवाद इस अधिकरण को संदर्भित किया गया।

“Whether the action of the management of Jawahar Navodaya School in not fixing the pay scales and not giving the status of permanent employee to Shri Rajesh Kumar S/o Shri Hari Singh w.e.f., 01/09/2009 is legal and justified? If not, what relief the workman is entitled to and from which date?”

2. इस सन्दर्भ के प्राप्त होने पर उभयपक्ष को आहूत किया गया तथा प्रार्थी को निर्देश दिये गये कि वह अपने दावे का अभिकथन प्रस्तुत करें।
3. इस निर्देश के अनुपालन में दिनांक 12.04.2013 को प्रार्थी की ओर से दावे का अभिकथन प्रस्तुत किया गया जिसके संक्षिप्त तथ्य इस प्रकार वर्णित हैं।
4. प्रार्थी की नियुक्ति जवाहर नवोदय विद्यालय धौलपुर में दिनांक 1.9.1998 को मैस में खाना बनाने व अन्य कार्य करने हेतु हुई थी। अप्रार्थी ने दिनांक 07.02.2000 को प्रार्थी श्रमिक को नौकरी से हटा दिया जिसका विवाद प्रार्थी ने औद्योगिक न्यायाधिकरण केन्द्रीय जयपुर के समक्ष पेश किया। न्यायाधिकरण ने दिनांक 2.8.2010 को अवार्ड पारित करते हुए श्रमिक को सेवा की निरन्तरता सहित बहाल करने का आदेश बिना विगत वेतन सहित आदेशित किया। इस अधिनिर्णय के पालन में अप्रार्थी ने प्रार्थी को दिनांक 24.3.11 से ड्यूटी पर लिया। सेवा की निरन्तरता के 14 वर्ष उपरान्त भी अप्रार्थी ने प्रार्थी को स्थायी कर वेतन श्रृंखला में श्रृंखलाबद्ध नहीं किया। प्रार्थी को मात्र 3000 रुपये वेतन दिया जा रहा है जो न्यूनतम दैनिक वेतन से कम है। प्रार्थी के समान कार्य हेतु अन्य स्थायी कर्मचारी 10,000 रुपये से अधिक वेतन प्राप्त कर रहे हैं। प्रार्थी को कोई भत्ता एवं अवकाश भी नहीं दिया जा रहा है। जो अनुचित श्रम अभ्यास है। प्रार्थी ने श्रमिक यूनियन के माध्यम से स्थायी करने हेतु निवेदन भी किया और प्रार्थना पत्र सहायक क्षेत्रीय श्रमायुक्त को भी दिया लेकिन अप्रार्थी ने स्थायी नियुक्ति और वेतन श्रृंखला देने से इन्कार कर दिया। अतः प्रार्थी को दिनांक 1.9.2000 से स्थायी करवाया जाकर स्थायी वेतन श्रृंखला में विगत परिलाभों सहित श्रृंखलाबद्ध करवाया जावे।
5. अप्रार्थी ने प्रतिउत्तर में प्रार्थी के दावे को अस्वीकार किया और कहा कि अप्रार्थी द्वारा प्रार्थी को सेवा में नियोजित नहीं किया गया। प्रार्थी ने केवल दिनांक 1.9.1998 से 6.2.2000 तक दैनिक वेतन भोगी के रूप में भोजन शाला में कार्य किया। प्रार्थी को अधिनिर्णय के अनुपालन में पूर्ववत दैनिक वेतन भोगी के रूप में पुनः नियोजित किया गया। प्रार्थी के पक्ष में मात्र तकनीकी आधार पर पंचाट पारित हुआ था, जिसकी पालना कर दी गई। नियमित नियुक्ति और वेतन श्रृंखला में श्रृंखलाबद्ध किये जाने का दावा किसी प्रकार स्वीकार नहीं है। ग्रीष्म और शीतकालीन अवकाश के दौरान मैस बन्द रहता है और इस दौरान प्रार्थी से कोई कार्य नहीं लिया गया। प्रार्थी से मैस में कार्य की उपलब्धता के आधार पर दैनिक वेतन भोगी के रूप में कार्य लिया जाता है और उसी के अनुसार पारिश्रमिक दिया जाता है। भोजनशाला में रसोईया एवं सहायक के पद स्वीकृत हैं। जिन पर नियमित रूप से नियुक्त/स्थायी कर्मचारी कार्यरत हैं। प्रार्थी को नियमित नियुक्ति का कोई विधिक अधिकार नहीं है। अतः दावा निरस्त किया जावे।
6. दिनांक 6.2.2017 को यह प्रकरण प्रार्थी के साक्ष्य हेतु नियत किया गया। किन्तु 26.11.2018 तक प्रार्थी की ओर से कोई साक्ष्य प्रस्तुत नहीं किया गया। यहाँ तक कि प्रार्थी दिनांक 1.2.2018 से अनुपस्थित चला आ रहा है। न्यायहित में दिनांक 19.2.2019 व 27.5.2019 को भी प्रार्थी को साक्ष्य हेतु अवसर दिये गये किन्तु प्रार्थी ने साक्ष्य प्रस्तुत नहीं किया। अन्ततः प्रार्थी की लगातार अनुपस्थिति को देखते हुए साक्ष्य प्रार्थी हेतु अवसर समाप्त कर दिया गया। विपक्षी द्वारा भी इस स्थिति में कोई साक्ष्य प्रस्तुत नहीं करना चाहा गया। अतः विपक्षी अभिभाषक को सुना गया। अभिभाषक विपक्षी ने अपने अभिवचनों को पुनरावृत करते हुए माननीय सर्वोच्च न्यायालय द्वारा पारित निर्णय स्टेट ऑफ राजस्थान व अन्य बनाम दयालाल व अन्य (2011) 2 SCC 429 में पारित विधि का अवलम्ब लिया है।
7. प्रार्थी की साक्ष्य का अवसर उसकी उदासीनता एवं अनुपस्थिति के कारण समाप्त करने को विवश होना पड़ा है। इस प्रकार प्रार्थी की साक्ष्य के अभाव में प्रार्थी यह प्रमाणित करने में विफल रहा है कि वह विपक्षी के अधीन स्थायी कर्मकार के रूप में दिनांक 1.9.2000 से नियमित होकर निर्धारित वेतन श्रृंखला में वेतन स्थिरीकृत करवाने का अधिकारी हो। माननीय उच्चतम न्यायालय ने स्टेट ऑफ राजस्थान व अन्य/दयालाल व अन्य के निर्णय में यह मार्गदर्शन दिया है कि एक दैनिक वेतन भोगी अस्थायी कर्मकार चाहे कई वर्षों तक सेवा में रहे, जब तक वह किसी स्वीकृत पद के विरुद्ध नियोजित नहीं किया गया हो, सेवा में नियमितीकरण का अधिकारी नहीं होता। इसलिये श्रम मन्त्रालय द्वारा सन्दर्भित विवाद का न्यायनिर्णयन करते हुए यह घोषित किया जाता है कि प्रार्थी साक्ष्य के अभाव में नियमित वेतन श्रृंखला में वेतन

स्थरीकरण एवं स्थायी कर्मकार की प्रास्थिति दिनांक 1.9.2000 से पाने का अधिकारी नहीं है। जवाहर नवोदय विद्यालय के प्रबन्धन का कृत्य विधि सम्मत एवं न्यायोचित है। प्रार्थी साक्ष्य के अभाव में कोई अनुतोष पाने का अधिकारी नहीं है।

8. अधिनिर्णय तदनुसार पारित किया जाता है। श्रम मन्त्रालय द्वारा इस मामले में न्यायनिर्णयन हेतु संदर्भित विवाद का उत्तर उपर्युक्तानुसार दिया जाता है।

9. अधिनिर्णय की प्रतिलिपि केन्द्रीय सरकार को औद्योगिक विवाद अधिनियम 1947 की धारा 17 (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जावे।

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी

नई दिल्ली, 8 दिसम्बर, 2020

का.आ. 1078.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स महाप्रबंधक, दूरसंचार, लखनऊ (यूपी) और अन्य एवं उनके कर्मचारी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 155/2001) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.12.2020 को प्राप्त हुए थे।

[सं. एल- 40012/76/2001- आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th December, 2020

S.O. 1078.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 155/2001) of the Central Government Industrial Tribunal - cum-Labour Court, Lucknow as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom, Lucknow (UP) & Others, and their workmen which were received by the Central Government on 03.12.2020.

[No. L-40012/76/2001 IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT LUCKNOW

PRESENT : P. K. SRIVASTAVA, HJS (Retd.)

I.D. No. 155/2001

Reference No. L-40012/76/2001-IR(DU) dated: 11.09.2001

BETWEEN :

Shri Umanath Singh S/o Sh. Manmohan Singh
R/o Khushropur, PO Mishrakheda/Gurubakshganj
Raebareilly

AND

1. The General Manager
Telecom Deptt.
O/o the General Manager
Gandhi Bhawan, Lucknow – 226001
2. The Telecom District Engineer
O/o the Telecom District Manager
Raebareilly – 229001

AWARD

1. By order No. L-40012/76/2001-IR(DU) dated: 11.09.2001 and its subsequent corrigendum dated 27.12.2001 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Shri Umanath Singh S/o Sh. Manmohan Singh, R/o Khushropur, PO Mishrakhedha/Gurubakshganj, Raebareilly and the General Manager, Telecom Deptt., O/o the General Manager, Gandhi Bhawan, Lucknow & the Telecom District Engineer, O/o the Telecom District Manager, Raebareilly for adjudication.

2. The reference under adjudication is as under:

“WHETHER THE ACTION OF THE MANAGEMENT OF TELECOM, LUCKNOW IN TERMINATING THE SERVICES OF SH. UMA NATH SINGH VIDE ORDER DATED 1/9/1999 WAS LEGAL AND JUSTIFIED? IF NOT WHAT RELIEF THE WORKMAN IS ENTITLED TO?”

3. The case of the workman, Uma Nath Singh, in brief, is that he had been employed on the post of Security personnel under Telecom Divisional Engineer, Raibareilly on 07.02.1999 and worked as such till 14.09.1999 continuously for more than 240 days; but his services have been terminated by the management on 14.09.1999 (evening) without complying with the provisions of the Section 25 F of the Act, as per directions of the Telecom Divisional Engineer, Raibareilly. The workman has stated that he had been paid salary on muster sheet, affixing ticket on it; but he was not given any proof for it. The workman has submitted that he had not been given any written letter for his aforesaid employment nor did he was given any written orders for this alleged termination; moreover, he had not been assigned any reason for termination of his services. The workman has alleged that the management also violated the provisions contained in the Section 25G & H of the Act; whereby it retained number of workmen who were junior to him; and also, did not call him for employment post retrenchment/termination as the management employed number of other fresh hand. Accordingly, the workman has prayed that his termination dated 14.09.1999 be set aside and he be reinstated with back wages and other consequential benefits.

4. The management has disputed the claim of the workman by filing its written statement; wherein it has very specifically stated that it never employed the workman; moreover, his services had been availed by the opposite parties through a Contractor viz. M/s Security and Protection Services, Varanasi and it was the contractor which engaged the workman. The management has submitted that the workman was never on the rolls of the opposite parties; hence there was no termination of services of the workman on the part of the management; rather the alleged termination, if any, was done by the said contractor. The management has stated that no payment was made to the workman at any point of time nor there arise any question of alleged contravention of the provisions of the Industrial Disputes Act, 1947; and accordingly, it has prayed that the claim of the workman be rejected being devoid of any merit.

5. The workman has filed its rejoinder, reiterating the averments already made in the statement of claim.

6. The parties have filed documentary evidence in support of their respective case. The workman has examined himself in support of its case; whereas, the management examined Shri K.P. Bajpai, Dy. Divisional Engineer. The management cross-examined the workman's witness; whereas the workman failed to cross-examine the management witnesses, in spite of ample opportunity had been granted. The dates are being fixed for arguments since 13.10.2009; but parties did not turn up for oral submissions; however, they were afforded opportunity to file written submission, which they again did not avail; and the case was reserved for award, keeping in view long pendency since 2001.

7. Perused entire evidence available on record and scanned material available on record in light of the rival pleadings and arguments.

8. The workman has come up with a case that he worked with the management w.e.f. 07.02.1999 to 14.09.1999; and he worked continuously more than 240 days in given period of seven months. It is also the case of the workman that he had been paid by the management on muster roll and that his services have been terminated by the management without any notice or notice pay in lieu thereof or any retrenchment compensation, in contravention to the provisions of Section 25 F, G & H of the Act. The workman has filed photocopy of the attendance register in support of his claim.

9. In rebuttal, the management has contended that the workman had never been employed by it; rather his services had been availed by the opposite parties through a Contractor viz. M/s Security and Protection Services, Varanasi for watch and ward services after entering an agreement with the said contractor for supply of manpower. The management has denied of any payment directly to the workman by the department; however, he was paid by the contractor after claiming the bills from the telecom department. It is a clear-cut case of the management that since the workman was never on the rolls of the opposite parties; therefore, there arise no question of termination of services of the workman on the part of the management or contravention of the

provisions of the Industrial Disputes Act, 1947. The management has filed photocopy of agreement with the Contractor viz. M/s Security and Protection Services, Varanasi for providing man power watch and ward services and has filed photocopy of the bills raised by the Contractor for such supply of man power.

10. The workman in his cross-examination stated on oath that neither any advertisement was issued nor his name had been sponsored by the Employment Exchange; nor he was interviewed; nor he was given any appointment letter. He also admitted that he was not paid salary after affixing ticket on Muster Roll by the Telecom Department. The workman filed photocopy of attendance register from February, 1999 to August, 1999 through list of documents C-15.

On the contrary, the management witness stated on oath before this Tribunal that the workman was not appointed in the department in any capacity nor was terminated. He stated that the workman had been deployed by the Contractor Viz. Security and Protection Services, Varanasi for which the said contractor was awarded a contract and it was the contractor who used to depute the workman and used to pay him; the department never paid the workman directly. The attendance register was provided by the Contractor for verification of the duties, supplied by the Contractor, and when it used to fill up, the register was returned to Contractor. The workman did not avail the opportunity to cross-examine the management witnesses. The management also filed photocopy of the contract and various bill, which were presented by the Contractor for supply of security guards.

11. In the instant case, the workman has pleaded that he had been appointed by the management of the opposite parties and he worked for more than 240 days during his period of appointment w.e.f. 07.02.1999 to 14.09.1999 and his services have been terminated by the telecom department through an oral order without complying with the provisions contained in Section 25 F of the Industrial Disputes Act, 1947. In 2005 (107) FLR 1145 (SC) *Surenderanagar Panchayat and another v. Jethabhai Pitamberbhai* Hon'ble Apex Court came to the conclusion that where the workman failed to prove that he had been in employment with the employer for a period of 240 days uninterruptedly, he is not entitled to protection in compliance of section 25 – F of the Industrial Disputes Act, 1947. It was held by the Hon'ble Supreme Court that the scope of the enquiry before the Labour Court was confined only to 12 months preceding the date of termination to decide the question of the continuous service for the purpose of section 25-F of the Industrial Disputes Act, 1947. Further, Hon'ble Apex Court has observed as under:

“The claimant, apart his oral evidence has not produced any proof in the form of receipt of salary or wages for 240 days or record of his appointment or engagement for that year to show that he has worked with the employer for 240 days to get the benefit under section 25-F of the Industrial Disputes Act. It is now well settled that it is for the claimant to lead evidence to show that he in fact worked for 240 days in a year preceding his termination.”

Therefore, in view of the above referred case law, in order to take any relief for non-compliance of mandatory provisions contained in section 25 F of the Act, it is necessary for the claimant to lead evidence to the effect that he was actually in employment of the opposite party for 240 days in the year preceding his termination and he was actually paid for it. In the instant case there is no iota of evidence to show that the workmen worked for 240 days with the management of the telecom department in twelve calendar months preceding the date of termination. In order to substantiate his pleadings, the workman has filed photocopy of his attendance register w.e.f. February, 1999 to September, 1999; and even if for the argument sake it is taken that the workman worked continuously from the date of his engagement till the date of his alleged termination i.e. 07.02.1999 to 14.09.1999 on each and every day, including holidays etc. even then the total working comes to be 220 days only, which is short by 20 days from the mandatory time limit for compliance of provisions of Section 25 F of the Act. The workman has utterly failed to substantiate this fact that he worked for 240 days in a year preceding the termination or his entire period of his engagement.

On the contrary the management of the Telecom department has come out with ample documentary evidence to show that the workman was deployed by M/s. Security and Protection Services, Varanasi as Security Guard in the telecom department, this includes copy of agreement, copies of bills claimed by M/s. Security and Protection Services, Varanasi.

12. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced, the party invoking jurisdiction of the court must fail. In the present case burden was on the workman to set out the grounds to challenge the validity of the termination order and to prove the termination order was illegal. It was the case of the workman that he had worked for 240 days during his period of engagement, which lasted for approximately seven months in total. This claim has been denied by the management; therefore, it was for the workman to lead evidence to show that he had in fact worked up to 240 days in the year preceding his alleged termination. In (2002) 3 SCC 25 *Range Forest Officer vs S.T. Hadimani* Hon'ble Apex Court has observed as under:

“It was the case of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that a workman had, in fact, worked for 240 days or order or record of appointment or engagement for that period was produced by the workman. On this ground alone, the award is liable to be set aside.”

13. Analyzing its earlier decisions on the aforesaid point Hon'ble Apex Court has observed in 2006 (108) FLR R.M. Yellatti & Asstt. Executive Engineer as follow:

“It is clear that the provisions of the evidence Act in terms do not apply to the proceedings under section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforesaid judgments we find that this Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily wages earner, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus, in most cases, the workman (claimant) can only call upon the employer to produce before the Court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register etc. Drawing of adverse inference ultimately would depend thereafter on facts of each case. The above decisions however make it clear that mere affidavits or self serving statements made by the claimant/workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the tribunal to draw an adverse inference against the management.”

In the present case the workman has stated that he has worked continuously for 240 days, but has not produced any document, except photocopy of his attendance register, in support of his oral evidence. The burden was on the workman to show by the way of cogent evidence that he actually worked for 240 days in the preceding 12 months from the date of his alleged termination; however in the instant case, during period of his alleged engagement; but he failed to do so as he has he could not bring this fact on record. In view of denial of the management regarding his claim, the workman has nothing to support his version, except his own statement before this Tribunal, which does not suffice the matter. Hence, the workman could not establish that there was any employee and employer relationship between him and the opposite parties.

14. On the other hand the management has well proved its case by filing copy of the contract with the M/s. Security and Protection Services, Varanasi that the workman had been engaged through the Contrator, M/s Security and Protection Services, Varanasi for watch and ward services and these security guards were required to be paid through the contractor. Also, the details of wages bills, claimed by the Contractor goes to show that that the workman was an employee of the Contractor i.e. M/s. Security and Protection Services, Varanasi and he had been deployed by the said Contractor to carry out the work of security guard.

Mere pleadings are no substitute for proof. Initial burden of establishing the fact of continuous work for 240 days in a year preceding the date of alleged termination was on the workman but he failed to discharge the above burden. There is no reliable material for recording findings that the workman had worked for 240 days in the preceding year from the date of his alleged termination and the alleged unjust or illegal order of termination was passed by the management.

15. Accordingly, the reference is adjudicated against the workman; and I come to the conclusion that he is not entitled to any relief.

16. Award as above.

Let two copies of this award be sent to the Ministry for publication.

LUCKNOW.

19th November, 2020.

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 8 दिसम्बर, 2020

का.आ. 1079.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स निर्देशक, राष्ट्रीय रासायनिक प्रयोगशाला, पुणे, और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, पुणे के पंचाट (संदर्भ संख्या 297/2010) को प्रकाशित करती है जो केन्द्रीय सरकार को 05.10.2020 को प्राप्त हुए थे।

[सं. एल-42025/07/2020- आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th December, 2020

S.O. 1079.—In pursuance of Section 17 of the Industrial Dispute Act, 1947, (1947 of 14) the Central Government hereby publishes the award (Ref. No. 297/2010) of the Industrial Tribunal-cum-Labour Court, Pune as shown in the Annexure, in the Industrial dispute between the employers in relation to The Director, National Chemical Laboratory, Pune & Others, and their workmen which were received by the Central Government on 05.10.2020.

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

D. K. HIMANSHU, Under Secy.

ANNEXURE**BEFORE THE PRESIDING OFFICER, FIRST LABOUR COURT, PUNE****(Presided over by : Kalpana N. Phatangare)****Reference [IDA] No.:- 297/2010****Exh. No.107.**

The Director,)
National Chemical Laboratory,)
Pashan, Pune - 411 008.)

...First Party

AND

Shri. Arun Sopan Nimhan,)
Near Datta Mandir, Sus Road,)
Shikshak Colony, Pashan,)
Pune – 411 021.)
And Others)

...Second Parties

Appearances :-

Adv. Mr. Anil Kumar for first party.

Adv. Mr. N. A. Kulkarni for second party.

AWARD**(Passed on this 21st AUGUST 2020)**

1) The present Reference is sent by Appropriate Government i.e. Government of India, Ministry of Labour through Under Secretary for the adjudication over the demand of second parties that :-

“How far the management of National Chemical Laboratory, Pune is justified in not regularising the services of the 28 workers (list enclosed) who joined as casual labourers and converted to contract labour ? To what relief they are entitled to and from which date they are eligible for regularisation, continuity of service and back wages ?”

2) Brief facts of the 'Statement of Claim' Exh.:-5 are as follows :-

It is submitted that second party workmen are working with first party without any break for the period varying between 10 to 21 years. It is submitted that the second party workmen are working in different Departments of 'National Chemical Laboratory' [N. C. L. for sake of brevity] and most of them are initially employed directly by the 'N. C. L.' as a Casual or a Temporary and subsequently later on an intervening Contractor was sought to be introduced for the sole purpose to deny the permanency and regularisation to second party workmen. As a paper arrangement, second party workmen have been shown as the employees employed through a contractor, even – though a contractor is nothing but a name lender. The paper arrangement

of a contractor remained in existence till 2006. After 2006 till date second party workmen are employed by the 'N. C. L.' and payment is also being made by the N. C. L.

3) It is submitted that paper arrangement was made by floating a dummy contractor solely with a view to deprive the status and privileges of permanency to second party workmen, though they are working for substantially long period. The chart showing the continuous service put in by each of the second party workmen and nature of duties performed by said workmen is annexed herewith and is marked as an 'Annexure – A'. The said nature of duties primarily contains cleaning, sweeping and in respect of gardening etc.

4) It is submitted that in the years 1990 and 1995 the 'N. C. L.' has floated a Scheme of regularisation of the services of the employees, in pursuant to directions given by the Hon'ble Supreme Court of India. But however, second party workmen have not been regularised in the services even till date though they are working for more than 12 years or so. It is submitted that some candidates were made permanent and were given benefits and status of regularisation though they are juniors to some of the second party workmen. Thus, the approach of N. C. L. is not only discriminatory but also high-handed. It is submitted that contract entered into between N. C. L. and with one M/s. Esses Enterprises is sham and bogus. The contract was entered into for which a stamp was purchased on 25.02.1993; whereas an Agreement was purportedly signed on 24.02.1993.

5) It is submitted that second party workmen are in possession of certificate issued by the concerned Officers of N. C. L. and contractor has no role to play, except to come on last day of every month in order to collect wages from N. C. L. and disburse wages to second party workmen. There was no control or supervision of any nature from the Contractor on the work of the Second Party Workmen. In fact, all the tests, such as economic, organization, control and supervision are the tests made out by N. C. L. and not of a contractor.

6) It is submitted that role of Contractor started in 1990 and most of the second party workmen were being paid prior to 1990 directly by N. C. L. The Provident Fund Contributions of second party workmen are also being paid by N. C. L. There is no control or supervision of any nature by contractor. In fact, the control and supervision was of officers of N. C. L. By keeping second party workmen as Casuals, Temporary and continuing them as casuals and Temporary for years together, N. C. L. has engaged into unfair labour practices under Section 2 (ra) of The Industrial Disputes Act, 1947 read with Item No. 10 of Schedule V of the said Act.

7) It is submitted that second party workmen approached Central Administrative Tribunal (C. A. T. for sake of brevity) for seeking regularisation in services by filing Application bearing Original Application No.:- 189/2000. Thereafter, C. A. T. heard the matter and by its Judgment and an order dated 23.04.2001 dismissed the Application holding that the second party workmen should have approached to the Authorities under The Contract Labour (Regularisation and Abolition) Act, 1971 and C. A. T. has no jurisdiction to try and entertain the said issue.

8) It is submitted that being aggrieved by said Judgment and Order dated 23.04.2001 of C. A. T., the second party workmen filed a Writ Petition bearing Writ Petition No.:- 1770 of 2002 before the Hon'ble High Court of Judicature at Mumbai challenging the Judgment and the order dated 23.04.2001 of the C. A. T. The said Writ Petition came up for final hearing before the Hon'ble High Court on 13.07.2009 and the Hon'ble High Court was pleased to grant a liberty to second party workmen to raise an Industrial Dispute seeking regularisation and permanency of their services in the establishment of N. C. L.

9) It is submitted that second party workmen, thereafter, raised a Demand by their letter dated 30.09.2009. Thereafter, N. C. L. appeared in the proceedings before Conciliation Officer and submitted that there is no employer – employee relationship between N. C. L. and second party workmen. Second party workmen submitted their Rejoinder on 18.09.2009 to Conciliation Officer and denied that, there was no employer – employee relationship. It is submitted that N. C. L. is not an 'Industry' under Section 2 (j) of The I. D. Act, 1947. But it was pointed out that in a case of one Mr. D. M. Pillay and others in a Reference No.:-46/2001, it was held by the Industrial Tribunal that, N. C. L. is an industry under Section 2 (j) of The I. D. Act, 1947.

10) It is submitted that thereafter, Conciliation Officer recorded failure on 22.02.2010 and referred the matter to an Appropriate Government for a reference. In pursuant to notice issued by this Court, second party workmen are submitting the present 'Statement of Claim'. Therefore, it is prayed that may be pleased to hold and declare that the National Chemical Laboratory has indulged in unfair labour practices under Section 2 (ra) of The I. D. Act, 1947 read with Item No. 10 of Schedule IV of the said Act. Further it prayed that first party may be directed to make the second party workmen as permanent whose names are mentioned in Annexure 'A'. They be directed to give all the benefits of permanency to second party workmen after completion of their 240 days continuous service or after completion of one year as the case may be. Hence, prayed to allow the Reference.

11) First party appeared and filed its 'Written Statement' vide Exh.:-7. At the outset, it is submitted that the present reference is misconceived and bad in law. This Court has no jurisdiction to entertain and try this reference as the first party is not an 'Industry' as defined under the provisions of The Industrial Disputes Act,

1947. Reference is also defective as the employer of second party i.e. M/S. Essess Enterprises is not made a party to Reference.

12) It is submitted that second party being engaged / employed by M/s. Essess Enterprises which was a registered contractor at the relevant time, cannot claim regularization in the service of first party as there is no employer–employee relationship between the second party and the first party. Second party was brought into the premises of first party by M/s. Essess Enterprises in capacity of license Contractor under The Contract Labour Abolition Act and first party is also having license as a principal employer under the very same Act. It denied that first party introduced contract system with the purpose of denying permanency of second party.

13) It is submitted that appointment in the services of first party is based on selection process and there are rules and procedures of selection. Second party are seeking through their demand to subvert the selection process and seek employment through the back door. Second party is seeking abolition of a contract which is validly entered into between first party and employer of second party.

14) It is submitted that second party are employees of contractor M/s. Essess Enterprises. The said contractor had undertaken various miscellaneous work of first party in the premises of first party. It is submitted that first party is governed by various rules and regulations made by Council of Scientific & Industrial Research under the Ministry of Science and Technology. The qualifications and other considerations for regular employment are specified in these rules. The second party cannot claim regularisation in the services of first party without fulfilling the criteria laid down for selection.

15) It is submitted that N. C. L. is one of the constituents of National Laboratories under the auspices of Council of Scientific & Industrial Research (CSIR) with Headquarters at New Delhi. CSIR is an Autonomous Body registered under the Societies Registration Act, 1860. It is basically engaged in Research and Development of Chemical Science with a purpose to reach the benefits of programs of Chemical Sciences to the people. There are more than 700 permanent employees with it. The work of first party is not in the nature of business but is purely in the nature of scientific research for the welfare of the State. First party is not engaged in any business and it does not earn any profit. The purpose of activities of first party is to reach the knowledge of chemical science to the people of India. First party as a constituent of CSIR is established only to implement the objectives of CSIR. It is a non profit making body engaged in activities to supplement the sovereign activities of the Government of India.

16) It is submitted that Central Civil Service Rules are applicable to employees of CSIR first party as such, the employees of CSIR and first party are akin to Civil servants. Employees of First party are of different categories. These categories are listed in the recruitment rules and are what is known as sanctioned categories. First party is governed by the directions of Government and as far as the recruitment are concerned, there is a direction as on today banning new recruitment due to which even permanent categories are not recruited. Apart from regular work, first party has miscellaneous work which is done through contract workers. The said work is not of regular nature and hence, the employment of contract workers. The contractors are engaged for miscellaneous work and their employees have no claim of any nature with first party.

17) It is submitted that second party was initially engaged for such miscellaneous work by M/S. Deccan Industrial Services and thereafter by M/s. Essess Enterprises, Pune. They are employees of M/S. Essess Enterprises and they are paid their wages by the said contractor. Second party cannot be compared with the daily wage workers of the first party who are conferred with temporary status. The service conditions of second party are governed by the rules applicable to contractor. Denying all the contentions made by the second party workmen, first party prayed to answer the Reference in the negative with cost.

18) On the basis of facts and circumstances, issues are framed vide Exh.:–8. Those issues are for my determination. Those issues along with their findings and reasons thereon are as follows :-

ISSUES	FINDINGS
1) Whether the second party is an 'Industry' within the meaning of Section 2 (j) of The Industrial Disputes Act, 1947 ?	 Yes.
2) Whether there is employer–employee relationship between first party and the second party ?	 Yes.
3) Whether the second party is a workman within the meaning of Section 2 (s) of The Industrial Disputes Act ?	 Yes.

- | | | | |
|----|---|--|------|
| 4) | Whether this Court has jurisdiction to try this matter ? | | Yes. |
| 5) | Does the second party prove that first party has engaged in unfair labour practices under Section 2 (ra) of The Industrial Disputes Act, read with item No. 10 of Schedule IV of the Said Act ? | | Yes. |
| 6) | Whether the second party is entitled to the reliefs as sought ? | | Yes. |
| 7) | What Order ? | Reference is answered Partly in affirmative. | |

REASONS

19) Perused documents filed along with Schedule and on the record. To substantiate his claim, second party examined themselves vide different exhibits and enclosed documents. The evidence is closed vide pursis Exh.:-95. The first party has examined its witness Mr. Rajashekhar Shivsharnappa Malge vide Exh.:-98. It closed it's oral evidence vide Exh.:-100. First party filed its 'Written Submission' Vide Exh.:-105. On behalf of Second parties 'Written' filed its 'Written Synopsis' Vide Exh.:-106. Perused the record and the Written Arguments filed by both the parties.

AS TO ISSUE NOS. 1 TO 7 :-

20) All issues are interlinked with each other. Therefore, those are decided simultaneously. It is argued by Ld. Counsel Mr. N. A. Kulkarni on behalf of second party workmen that Central Government has sent this Reference to adjudicate. The Schedule is for regularisation and not for reinstatement of the second party workmen. For his contentions, he has relied upon Section 10 (4) of The I. D. Act, 1947. *Section 10 (4) of The I. D. Act, 1947 reads as thus :-*

(4) *Where in an order referring an industrial dispute to [a labour Court, Tribunal or National Tribunal] under this Section or in a subsequent order, the appropriate Government has specified the points of dispute for adjudication, (the Labour Court or the Tribunal or the National Tribunal, as the case may be), shall confine its adjudication to those points and matters incidental thereto.*

21) It is argued on behalf of second party that Section 10 (4) empowers this Court to regularise the the 28 employees i.e. second party in Annexure 'A' of this Reference. They were working with first party from 10 to 21 years without any break. First second party workmen were treated casual / temporary then told that they are working on contract basis employee till 2006. They were taken back in the employment of NCL. Thus, there was just a paper arrangement in respect of employment of the employment of second party. There was no break in the employment of the services of these workmen. They were doing gardening, sweeping, cleaning duties.

22) Second party workmen stated that in the year 1990 and 1995 N. C. L. has floated a Scheme of regularization of services of employees, in pursuant to the directions given by the Hon'ble Supreme Court of India. Thereafter, second party workmen approached Central Administrative Tribunal (C. A. T. for sake of brevity) for seeking regularisation in services by filing Application bearing Original Application No.:- 189/2000. Thereafter, C. A. T. heard the matter and by its Judgment and an order dated 23.04.2001 dismissed the Application holding that the second party workmen should have approached to the Authorities under The Contract Labour (Regularisation and Abolition) Act, 1971 and C. A. T. has no jurisdiction to try and entertain the said issue.

23) Second party being aggrieved by said Judgment and Order dated 23.04.2001 of C. A. T., the second party workmen filed a Writ Petition bearing Writ Petition No.:- 1770 of 2002 before the Hon'ble High Court of Judicature at Mumbai challenging the Judgment and the order dated 23.04.2001 of the C. A. T. The said Writ Petition came up for final hearing before the Hon'ble High Court on 13.07.2009 and the Hon'ble High Court was pleased to grant a liberty to second party workmen to raise an Industrial Dispute seeking regularisation and permanency of their services in the establishment of N. C. L.

24) Thereafter, second party workmen raised dispute before the Central Conciliation Officer. After failure of the same, the present Reference was forwarded for adjudication of the demands of the second party. It is argued by Ld. Advocate for second party that Section 2 (r) (A) was introduced later on. It is nothing but replica of The M. R. T. U. & P. U. L. P. Act, 1971 provisions. Employer will have to prove the genuineness or sham / bogus contract. There is not question of all being ever being impleaded M/s. Esses Enterprises. Employer has not shown produced any documentary evidence to that effect. Here is a important question that when first party

is alleging that second party workmen are employees of contractor. But first party has not issued summons to the alleged contractor.

25) Second party submitted that though the first party denying that it is an 'Industry'. But on behalf of second party, it is argued that the second party workmen were working for gardening, cleaning, sweeping etc. in the premises of first party. Therefore, second party workmen are not directly related to the work of the N. C. L. as a scientist. But they are doing miscellaneous work in the premises of the first party Company. Therefore, for atleast the work which second party workmen were doing, first party is held to be an 'industry' because second party were doing work in the premises of first party. Second party were examined themselves and they prayed for regularization of their services atleast from the date of this Reference.

26) It is argued by Ld. Counsel on behalf of first party that N. C. L. is a Research Institute and involved in the chemical research. It is purely a organization of Government of India and doing sovereign functions. The service conditions of the employees working in the first party Laboratory are governed by Central Civil Service (Classification, Control and Appeal) C. C. S. (C. C. A.) Rules, 1965 applicable to it. These employees are public servants.

27) It is argued by Ld. Advocate for first party that as per the directions of the Hon'ble Supreme Court's Judgment 120 workers were regularized and rest were left out. As per the Reference Order second party workmen will have to answer that how far management of N. C. L. is justified in not regularizing the casual labours. Further it is argued that if the prayer clause of Reference is seen there is prayer of declaration of unfair labour practice whereas the Reference is for regularization of the second party workmen. Further it is argued that this Court cannot go outside the Reference Order.

28) It is argued by Ld. Advocate for first party that he is agitating mainly on the point that as the N. C. L. is doing sovereign functions of Government of India it cannot be said as 'Industry' as defined under Section 2 (j) of The Industrial Disputes Act, 1947. Further the second party workmen are employees working on contract basis as there is prescribed procedure for the recruitment of the employees of the N. C. L. and for miscellaneous work there is contract system. There is also no existence of employer – employee relationship between first party N. C. L. and Second Party Workmen. The present matter is filed under The I. D. Act, 1947. It is filed for regularization of the second party workmen whereas the prayer of Reference is for declaration of unfair labour practice.

29) It is main contention of Ld. Counsel for first party that the first party N. C. L. has taken objection that miscellaneous work in the premises of first party is done through contract basis. Employees like second party workmen were doing work of cleaning, sweeping, washing etc. through contract basis and there is no direct relationship between first party and second party. He further relied on the admission given by the witness Mr. Valmiki–Second party that he has given every information to his Ld. Counsel.

30) In support of his contentions, Ld. Advocate for first party has relied upon the case law of **General Manager (OSD), Bengal Nagpur Cotton Mills Rajnandgaon Vs. Bharat Lal & Anr. (S. C.); decided in Civil Appeal No.:- 10605 of 2010;** wherein it is observed by Their Lordships that,

The expression 'control and supervision' in the context of contract labour was explained by this Court in International Airport Authority of India Vs. International Air Cargo Workers Union; reported in (2009) (13) SCC 374) thus :

"If the contract is for supply of labour, necessarily, the labour supplied by the contractor will work under the directions, supervision and control of the principal employer by that would not make the worker a direct employee of the principal employer, if the salary is paid by the contractor, if the right to regulate employment is with the contractor, and the ultimate supervision and control lies with the contractor."

31) The Ld. Advocate for the first party has also relied upon the case law of **Physical Research Laboratory Vs. K. G. Sharma (S.C.); decided on 08.04.1997;** wherein Hon'ble Lordships of Hon'ble Apex Court have quoted the ratio decided in **Bangalore Water Supply & Sewerage Board Vs. A. Rajappa and others; reported in A. I. R. 1978 S. C. 548;**

Industry is defined in Section 2 (j) and explained in Banerji (supra), has a wide import.

(a) Where (i) systematic activity,

(ii) organized by co-operation between employer and employee (the direct and substantial element is commercial) (ii) for the production and / or distribution of goods and services calculated to satisfy human wants and wishes (not spiritual or religious but inclusive of material things or services geared to celestial bliss e.g. making, on a large scale of prasad or food) prima facie, there is an 'industry' in that enterprise.

- (b) *absence of profit motive or gainful objective is irrelevant, be the venture in the public, joint private or other sector.*
- (c) *The true focus is functional and the decisive test is the nature of the activity with special emphasis on the employer–employee relations.*
- (d) *If the organization is a trade or business it does not case to be one because of philanthropy animating the undertaking.*

32) In view of above said discussions, it can be seen that second party workmen were taken as casual employees. Thereafter, they were taken on contract basis for miscellaneous work. These employees are not directly taken for work of research, therefore, there is no question about whether first party N. C. L. is an 'Industry' or not due to work done by second party workmen. Through this second party workmen, N. C. L. was doing systematic activities, with the help of these second party workmen. Hence, there is no doubt about its status. As relied upon by Ld. Advocate for first party on the case law of Bangalore Water Supply (supra) The Hon'ble Lordships in very clear terms have held that absence of profit motive or gainful objective is irrelevant, be the venture in the public, joint private or other sector. Further it was also held that systematic activity is inclusive part of the term 'Industry'. It is abundantly clear on record that the second party employees were not working as scientist but they were doing the work of cleaning, sweeping and gardening initially directly under the control and supervision of first party. Hence, it cannot be said that the first party is not an 'Industry' as defined under Section 2 (j) of The Industrial Disputes Act, 1947. Hence, first party is an 'Industry' and the case law relied upon is not helpful to the first party.

33) Further the Ld. Advocate for first party has relied upon the case law of International Airport Authority of India (supra) where it is observed that,

"If the contract is for supply of labour, necessarily, the labour supplied by the contractor will work under the directions, supervision and control of the principal employer by that would not make the worker a direct employee of the principal employer, if the salary is paid by the contractor, if the right to regulate employment is with the contractor, and the ultimate supervision and control lies with the contractor."

Here it is pertinent to note that the witness Mr. Rajshekhar Malge of first party vide Exh.:98 in cross-examination (page 9, para (22) in clear terms stated that except his bare words there is no evidence available with first party to show that those employees were working through S. C. S. Enterprises with NCL. He admitted that Exh.:67 and Exh.:68 appointment letters and interview calls were issued by Section Officer of First Party. He further admitted that as on today those employees are working with NCL and their salary is paid by NCL. Thus, if we perused the ratio in above said case law it can be seen that the salary is paid by the first party – NCL to the employees. The witness in clear terms has stated that except his bare words there is no evidence to show that the employees were working through contractor. No agreement has been produced on record by first party to show that there was contract between it and S. C. S. Enterprises. Therefore, now it cannot be said that the second party employees were working through the contractor.

34) It is on record that the second party employees are working since 10 to 21 years with first party without any break. It is already decided that the first party is an 'Industry' and there was no evidence on record regarding appointing of any contractor by first party. Even though the first party has not regularized the services of second party workmen. Hence, first party has engaged in unfair labour practices. Therefore, second party employees are entitled to the reliefs claimed.

35) In view of discussions made herein above the second party is an 'Industry' within the meaning of Section 2 (j) of The Industrial Disputes Act, 1947. There is employer–employee relationship between first party and the second party. The second party employees are workmen within the meaning of Section 2 (s) of The Industrial Disputes Act, 1947. This Court has every jurisdiction to try this matter. Hence, issue Nos. 1 to 6 are answered in the affirmative. Thus, the reference deserves to be allowed for the regularization of the second party. In view of peculiar circumstances of the matter, parties to bear their own costs. In view of said findings, in answer to issue No. 7, following order is passed :

ORDER

- 1) The Reference is answered in the affirmative.
- 2) It is hereby declared that First Party is an 'Industry' within the meaning of Section 2 (j) of The Industrial disputes Act, 1947.

- 3) It is hereby declared that second Party is a 'Workmen' within the meaning of Section 2 (s) of The Industrial disputes Act, 1947.
- 4) It is hereby declared that this Court has jurisdiction to try and entertain the present Reference.
- 5) It is hereby declared that first party N. C. L. is engaged in unfair labour practice and it is directed to desist from the same.
- 6) It is hereby directed to the first party that it should regularize the services of all the second party workmen from date of filing of Reference.
- 7) Parties to bear their own costs.

DATE : 21.08.2020.

KALPANA N. PHATANGARE, Presiding Officer

नई दिल्ली, 8 दिसम्बर, 2020

का.आ. 1080.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स प्रबंध निर्देशक, स्कूटर इंडिया लिमिटेड, लखनऊ (यूपी) 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, लखनऊ के पंचाट (संदर्भ संख्या 29/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.12.2020 को प्राप्त हुए थे।

[सं. एल- 42011/137/2011- आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th December, 2020

S.O. 1080.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 29/2012) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the Industrial dispute between the employers in relation to The Managing Director, Scooters India Limited, Lucknow (UP) & Others, and their workmen which were received by the Central Government on 03.12.2020.

[No. L-42011/137/2011-IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT LUCKNOW

PRESENT : P. K. SRIVASTAVA HJS (Retd.)

I.D. No. 29/2012

Ref. No. L-42011/137/2011-IR(DU) dated: 04.01.2012

BETWEEN :

Sri Dharampal Singh S/o Sri Shiv Buksh Singh
H. No. 555/139 H Ram Nagar
Alambagh, Lucknow (UP)

AND

The Managing Director
Scooters India Limited
Sarojini Nagar, Lucknow (UP)

AWARD

1. By order No. L-42011/171/2011-IR(DU) dated: 05.01.2012 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between

Sri Dharampal Singh S/o Sri Shiv Buksh Singh, H.No. 555/139 H Ram Nagar, Alambagh, Lucknow (UP) and the Managing Director, Scooters India Limited, Sarojini Nagar, Lucknow (UP) for adjudication.

2. The reference under adjudication is:

“WHETHER ACTION OF MANAGEMENT OF SCOOTERS INDIA LIMITED, LUCKNOW IN NOT CONSIDERING THE APPLICATION OF WORKMAN SHRI DHARAMPAL SINGH, GRADE ‘C’ DATED 03.12.1993 AND VOLUNTARY RETIRING HIM W.E.F. 11.01.1994 WITHOUT PAYING ENTIRE PENSIONER BENEFITS, IS LEGAL AND JUSTIFIED? WHAT RELIEF THE WORKMAN IS ENTITLED TO?”

3. The case of the workman, in brief, is that the workman, was first appointed as un-skilled worker in 1977. The management introduced a Voluntary Retirement Scheme vide dated 08.12.1988 and in pursuance thereof, the workman submitted his application for Voluntary Retirement on 30.11.1993 w.e.f. 31.03.1994. The management vide circular dated 06.11.1993 suspended the said VRS w.e.f. 01.12.1993; and accordingly when the workman moved an application dated 03.12.1993 to withdraw his application for Voluntary Retirement, then he came to know that his application dated 30.11.1993 for Voluntary Retirement had already been accepted on the same date i.e. 30.11.1993.

The workman has alleged that the management was well aware that the said Voluntary Retirement scheme was going to be suspended w.e.f. 01.12.1993 vide circular dated 08.12.1988 even then it malaffectedly accepted the Voluntary Retirement application of the workman dated 30.11.1993 on the same date. The workman has also stated that had the management not accepted his application for Voluntary Retirement on the same date and considered his application for withdrawal of Voluntary Retirement, then he would have worked up till the date of his superannuation. Accordingly, the workman has prayed that his Voluntary Retirement be set aside and the management be directed to reinstate him with consequential benefits.

4. The management of the Scooters India Limited has filed its written statement; wherein it has disputed the claim of the workman with submission that the present reference order is highly belated one and is barred by the provisions contained in the Section 2A (3) of the Industrial Disputes Act. 1947. The opposite party has submitted that the application for Voluntary Retirement was moved by the workman on 30.11.1993 which was accepted on same day and his date of release was notified as 31.12.1993 vide order dated 30.11.1993 and the workman was informed and was relieved on 11.01.1994.

The management has denied that the workman ever moved any application for withdrawal of his Voluntary Retirement application, inasmuch as he accepted the consequential benefits due to said Voluntary Retirement Scheme. The management has submitted that the Writ Petition No. 1165 (S/S) of 1994 case of one similarly situated workman viz. Sri J.C. Nigam, challenging the action of the management in accepting the application for VRS, was dismissed on 09.01.1997; and the Special Appeal No. 48 (SB) of 1997 was decided on 18.12.2000, setting aside order dated 09.01.1997. The management preferred SLP challenging the order dated 18.12.2000, which was converted by Hon'ble Supreme Court into Civil Appeal No. 1089 of 2004 and the same was allowed vide judgment dated 12.02.2004 and the judgment dated 18.12.2000 passed by Division Bench of Hon'ble High Court, Lucknow bench, Lucknow was set aside. Being aggrieved from the judgment and order dated 12.02.2004, Sri J.C. Nigam preferred the Review Petition no. 747 of 2004 which was dismissed; and further Curative Petition No. 152 of 2008 was preferred by Sri J.C. Nigam, which too had been dismissed by the Constitution Bench of Hon'ble Supreme Court vide its judgment dated 20.01.2009, thus the dispute under consideration has already been decided by the competent court of law.

The management has stated that in the year 1992, the company was facing problems including surplus of man power, and was incurring huge losses, the matter was referred to BIFR, it declared the company as a sick industrial unit vide order dated 11.12.1992, direction was given by BIFR to reduce the surplus man power, thereafter Voluntary Retirement Scheme was introduced for employees with certain additional benefits. The opposite party has further submitted that financial position of the company was very bad during the period in question, wage revision could not take place and the petitioner is not entitled to get the benefit of wage revision, moreover he is not entitled to get the same without wage revision which was effected on that date when the petitioner was not on the role of the company. At present also the position of the company is very poor and matter has been referred to BIFR vide memo dated 501/10 dated 26.2.2010; accordingly, the management has prayed that the claim of the workman be rejected being devoid of any merit without any relief to the workman concerned.

5. The workman has filed its rejoinder; wherein it has reiterated the averments already made in the statement of claim.

5. The parties filed documents in support of their respective case and adduced oral evidence. The workman has examined himself; whereas the management examined Sri Ashok Kumar Mishra, Deputy Manager (Legal) in support of its case; and the parties availed opportunity to cross-examine the witnesses of

each other. None turned up on behalf of the workman to argue the case; however, the management forwarded its oral arguments in support of its case.

7. Heard authorized representatives of the management at length; and perused entire evidence on record.

8. Having heard the authorized representative of the management and perused the respective pleadings of the parties; along with documentary and oral evidence, relied upon by the parties it is apparent on the face of record that the workman has come up with a case that he applied for Voluntary Retirement w.e.f. 31.03.1993 vide his application dated 30.11.1993, in pursuance to the Voluntary Retirement Scheme vide dated 08.12.1988 and his said application for voluntary retirement was accepted on 30.11.1993 by the management with ulterior motive; and did not consider his application dated 07.12.1993 for withdrawal of his application for voluntary retirement, as the said voluntary retirement scheme was going to be suspended w.e.f. 01.12.1993 vide circular dated 08.12.1988. It is the case of the workman that had the management not accepted his application for Voluntary Retirement on the same date and considered his application for withdrawal of Voluntary Retirement, then he would have worked up till the date of his superannuation.

Per contra, the case of the management is that the workman voluntarily moved the application for Voluntary Retirement 30.11.1993 which was accepted on same day vide order dated 30.11.1993; and the workman was informed and was relieved on 11.01.1994; however, the workman never moved any application for withdrawal of his Voluntary Retirement application, on the contrary the workman accepted the consequential benefits due to said Voluntary Retirement Scheme. The management has also come up with a case that in the case of one similarly situated workman viz. Sri J.C. Nigam, who also challenged the action of the management in accepting the application for VRS, was finally decided by the Hon'ble Apex Court, without any relief to him. Moreover, the management has made out a case that the present industrial dispute has been referred with an inordinate delay and is barred by the provisions of Section 2A (3) of the Industrial Disputes Act, 1947.

9. Before entering to the merits of the case, it has to be looked into that the management of the Scooters India Limited has raised preliminary objection regarding maintainability of the case due to inordinate delay of more than 18 years in raising the present dispute in terms of provisions contained in Section 2A (3) of the Act. In rebuttal, the workman has submitted that case has been referred to this Tribunal for adjudication by the appropriate Government and this Tribunal is duty bound to answer the same on the terms of reference; moreover, the provisions of Section 2A (3) of the Act is not applicable to the present case. The Section 2A of the Act reads as under:

2A. Dismissal, etc., of an individual workman to be deemed to be an industrial dispute. – (1) *Where any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, any dispute or difference between that workman and his employer connected with, or arising out of, such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute notwithstanding that no other workman nor any union of workmen is a party to the dispute.*

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

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

A bare perusal of the above quoted section reveals that the limitation prescribed in the sub-section (3) of Section 2A is regarding filing of an application before the Labour Court or Tribunal with regard to the filing of an application directly before the Labour Court or Tribunal, after expiry of 45 days from the date it moved an application before the Conciliation Officer under sub-section (2) of Section 2A; and there is no bar on entertaining an industrial dispute duly referred by the appropriate Government under Section 10 of the Act.

Also, Hon'ble Apex Court in *Ajaib Singh vs. Sirhind Co-operative Marketing-cum-Processing Services Society Ltd. & another* 1999 LAB IC 1435 where there was admitted delay of seven years has held that the Court can mould relief by refusing back wages or directing payment of part of back wages. Likewise, Hon'ble Supreme Court in 2001 SCC (L&S) 105 *Gurmail Singh vs. Principal, Govt. College of Education & others*, has laid down that '*the Labour Court cannot dismiss the case of the workman merely on the ground of delay. If the order of dismissal is challenged belatedly, the dispute would still continue for adjudication, the only question would be to deprive back wages for the period of delay in raising such a dispute if on merits it is to succeed.*'

Further, Hon'ble Allahabad High Court in 1994 LLR 29 *The Chief General Manager, State Bank of India, Chief Office, Lucknow vs. B.C. Verma & another*; wherein the question for consideration before the Hon'ble High Court was whether inaction or delay in raising industrial dispute by the workman can be condoned; Hon'ble High Court observed as under:

“In the present case, Section 10(1) may be read along with Section 10 (5). Both the subsections read together lead to conclusion that ‘at any time’ the Reference can be made in the exercise of the administrative power by the Central Government provided there exists an industrial dispute or the same is apprehended. The use of expression “at any time” in both the sub-sections clearly indicates that legislature never intended any limitation to be imposed for making reference.”

In the present case, the Conciliation Officer on failure of the conciliation proceedings forwarded its ‘Failure of Conciliation Report’ to the appropriate Government, which after considering the Failure of Conciliation Report, referred the present industrial dispute to this Tribunal for adjudication under powers conferred under Section 10 of the Act. Hence, upon reference of an industrial dispute by the appropriate Government, it is duty casted upon the Labour Court or Industrial Tribunal to answer the terms of reference. Also, admittedly there is an inordinate delay of approximately 18 years. However, in view of the statutory provisions, quoted above and discussions, made hereinabove, **the objection of the management of the Scooters India Limited regarding non-maintainability of the case due to delay in raising present industrial dispute has no merit as provision of the Section 2A (3) of the Act does not apply in the present case.**

10. **On merits of the case**, it is admitted case of the parties that the workman had been an employee of the opposite party management and he opted for VRS on 30.11.1993, which was accepted by the management on the same day vide Factory Order Part-II dated 30.11.1993 and the workman “received all monetary benefits raised out of said VRS”. During cross-examination, the workman stated that he was forced to opt for VRS and received all benefits; but he did not make any written objection to it. Later on he stated that he made written objection; but has not filed a copy of the same before this Tribunal. The management has elaborately submitted that company was not in good shape, it was facing huge loss, the matter was referred to BIFR, it was declared as a sick unit and thereafter VRS Scheme was introduced. Paragraph 10 of the Voluntary Retirement Scheme for the employees of the Scooters India Limited is re-produced below:

“As employee can be permitted to withdraw his application for voluntary retirement before the management notifies in writing to him and about the decision to accept his application for Voluntary Retirement. In the event of death of an employee during the notice period, action has not been completed on his application nor has notice period expired and as such the Enterprises (PSE) at the time of death. He would be, therefore, entitled to the benefits which are admissible in the event of death while in service and not under the Voluntary Retirement scheme notified by the Bureau of Public Enterprises (BPE) vide its Office Memorandum dated 5.10.1982 and 06.01.1968.”

Consequent to introduction of VRS, large number of employees including workman opted for VRS which was considered and allowed within time frame. The management has stated that in pursuance to acceptance of application for voluntary retirement of the workman, entire benefits have been released in his favour which was duly accepted by the workman and the workman never made any application for withdrawal of his application for voluntary retirement. The workman himself has filed the application dated 30.11.1993, opting for VRS and in the cross examination, has “accepted the receipt of consequential sum as a result of VRS”. There is no iota of evidence on record that workman made any objection regarding receipt of consequential benefits in wake of his withdrawal application as claimed by him. Moreover, the workman utterly failed to prove that he made any application for withdrawal of his application for voluntary retirement.

In Writ Petition No. 1165 (S/S) of 1994, in the case of one similarly situated workman viz. Sri J.C. Nigam, who challenged the action of the management regarding accepting the application for voluntary retirement, was dismissed on 09.01.1997; and the special Appeal No. 48 (SB) of 1997 was decided on 18.12.2000, setting aside order dated 09.01.1997. The management preferred SLP challenging the order dated 18.12.2000, which was converted by Hon'ble Supreme Court into Civil Appeal No. 1089 of 2004 and the same was allowed vide judgment dated 12.02.2004 and the judgment dated 18.12.2000 passed by Division Bench of Hon'ble High Court, Lucknow bench, Lucknow was set aside. Hon'ble Supreme Court observed as under:

“where an employee who sought voluntary retirement and subsequently wrote for its withdrawal but has withdrawal the amount of retiral benefits per Voluntary Retirement Scheme, is not entitled for the withdrawal of his application for voluntary retirement. It is not disputed that in the present case the respondent herein withdrew the amount of retiral benefits.”

Being aggrieved from the judgment and order dated 12.02.2004, Sri J.C. Nigam preferred the Review Petition no. 747 of 2004 which was dismissed; and further Curative Petition No. 152 of 2008 was preferred by

Sri J.C. Nigam, which too had been dismissed by the Constitution Bench of Hon'ble Supreme Court vide its judgment dated 20.01.2009.

11. In the instant case also, which is identical to the J.C. Nigam case (supra), the workman opted for VRS and on its acceptance having received all consequential benefits, he workman has no occasion to agitate the acceptance of the VRS scheme; more particularly in view of the pronouncement of the Hon'ble Apex Court, mentioned in foregoing para.

12. Accordingly, in view of the facts and circumstances of the case and law relied upon, I do not find any illegality in the action of the management in not considering the application of the workman for withdrawal of application for voluntary retirement; and the workman is not entitled for any relief.

13. The reference under adjudication is answered accordingly.

14. Award as above.

Let two copies of the award be sent to the Ministry for publication.

LUCKNOW.

23rd November, 2020

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 8 दिसम्बर, 2020

का.आ. 1081.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स प्रबंध निर्देशक, स्कूटर इंडिया लिमिटेड, लखनऊ (यूपी) और अन्य एवं उनके कर्मचारी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 28/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 24.11.2020 को प्राप्त हुए थे।

[सं. एल-42011/171/2011- आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th December, 2020

S.O. 1081.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 28/2012) of the Central Government Industrial-Tribunal-cum Labour Court, Lucknow as shown in the Annexure, in the Industrial dispute between the employers in relation to The Managing Director, Scooters India Limited, Lucknow (UP) & Others, and their workmen which were received by the Central Government on 24.11.2020.

[No. L-42011/171/2011 IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—CUM—LABOUR COURT LUCKNOW

PRESENT: P. K. SRIVASTAVA HJS (Retd.)

I.D. No. 28/2012

Ref. No. L-42011/171/2011-IR(DU) dated: 05.01.2012

BETWEEN :

Shri Vinod Kumar Dixit S/o Late O.N. Dixit
Village – Kurouni PO – Niwan
Distt. Lucknow (UP)

AND

The Managing Director
Scooters India Limited
Sarojini Nagar, Lucknow (UP)

AWARD

1. By order No. L-42011/171/2011-IR(DU) dated: 05.01.2012 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Shri Vinod Kumar Dixit S/o Late O.N. Dixit, Village – Kurouni PO – Niwan, Distt. Lucknow (UP) and the Managing Director, Scooters India Limited, Sarojini Nagar, Lucknow (UP) for adjudication.

2. The reference under adjudication is:

“WHETHER ACTION OF MANAGEMENT OF SCOOTERS INDIA LIMITED, LUCKNOW IN NOT CONSIDERING THE APPLICATION OF WORKMAN SHRI VINOD KUMAR DIXIT S/O O.N. DIXIT, GRADE ‘D’ DATED 07.12.1993 AND VOLUNTARY RETIRING HIM W.E.F. 31.12.1993 WITHOUT PAYING ENTIRE PENSIONER BENEFITS, IS LEGAL AND JUSTIFIED? WHAT RELIEF THE WORKMAN IS ENTITLED TO?”

3. The case of the workman, in brief, is that the workman, was first appointed as un-skilled worker on 21.02.1976. Management introduced a Voluntary Retirement Scheme vide dated 08.12.1988 and in pursuance thereof, the workman submitted his application for Voluntary Retirement on 30.11.1993 w.e.f. 31.03.1994. The management, vide circular dated 06.11.1993 suspended the said VRS w.e.f. 01.12.1993; and accordingly when the workman moved an application dated 07.12.1993 to withdraw his application for Voluntary Retirement, then he came to know that his application dated 30.11.1993 for Voluntary Retirement had already been accepted on the same date i.e. 30.11.1993.

The workman has further alleged that the management was well aware that the said Voluntary Retirement scheme was going to be suspended w.e.f. 01.12.1993 vide circular dated 08.12.1988 even then it malafiedly accepted the Voluntary Retirement application of the workman dated 30.11.1993 on the same date. The workman has also stated that had the management not accepted his application for Voluntary Retirement on the same date and considered his application for withdrawal of Voluntary Retirement, then he would have worked up till the date of his superannuation. Accordingly, the workman has prayed that his Voluntary Retirement be set aside and the management be directed to reinstate him with consequential benefits.

4. The management of the Scooters India Limited has filed its written statement; wherein it has disputed the claim of the workman with submission that the present reference order is highly belated one and is barred by the provisions contained in the Section 2A (3) of the Industrial Disputes Act, 1947. The opposite party has submitted that the application for Voluntary Retirement was moved by the workman on 30.11.1993 which was accepted on same day and his date of release was notified as 31.12.1993 vide order dated 30.11.1993 and the workman was informed and was relieved on 11.01.1994.

The management has denied that the workman ever moved any application for withdrawal of his Voluntary Retirement application, inasmuch as he accepted the consequential benefits due to said Voluntary Retirement Scheme. The management has submitted that the Writ Petition No. 1165 (S/S) of 1994 case of one similarly situated workman viz. Sri J.C. Nigam, challenging the action of the management in accepting the application for VRS, was dismissed on 09.01.1997; and the special Appeal No. 48 (SB) of 1997 was decided on 18.12.2000, setting aside order dated 09.01.1997. The management preferred SLP challenging the order dated 18.12.2000, which was converted by Hon’ble Supreme Court into Civil Appeal No. 1089 of 2004 and the same was allowed vide judgment dated 12.02.2004 and the judgment dated 18.12.2000 passed by Division Bench of Hon’ble High Court, Lucknow bench, Lucknow was set aside. Being aggrieved from the judgment and order dated 12.02.2004, Sri J.C. Nigam preferred the Review Petition no. 747 of 2004 which was dismissed; and further Curative Petition No. 152 of 2008 was preferred by Sri J.C. Nigam, which too had been dismissed by the Constitution Bench of Hon’ble Supreme Court vide its judgment dated 20.01.2009, thus the dispute under consideration has already been decided by the competent court of law.

The management has stated that in the year 1992, the company was facing problems including surplus of man power, and was incurring huge losses, the matter was referred to BIFR, it declared the company as a sick industrial unit vide order dated 11.12.1992, direction was given by BIFR to reduce the surplus man power, thereafter Voluntary Retirement Scheme was introduced for employees with certain additional benefits. The opposite party has further submitted that financial position of the company was very bad during the period in question, wage revision could not take place and the petitioner is not entitled to get the benefit of wage revision, moreover he is not entitled to get the same without wage revision which was effected on that date when the petitioner was not on the role of the company. At present also the financial position of the company is very poor and matter has been referred to BIFR vide memo dated 501/10 dated 26.2.2010; accordingly, the management has prayed that the claim of the workman be rejected being devoid of any merit without any relief to the workman concerned.

5. The workman has filed its rejoinder; wherein it has reiterated the averments already made in the statement of claim.

6. The parties filed documents in support of their respective case and adduced oral evidence. The workman has examined himself; whereas the management examined Sri Ashok Kumar Mishra, Deputy Manager (Legal) in support of its case; and the parties availed opportunity to cross-examine the witnesses of each other. None turned up on behalf of the workman to argue the case; however, the management forwarded its oral arguments in support of its case.

7. Heard authorized representatives of the management at length; and perused entire evidence on record.

8. Having heard the authorized representative of the management and perused the respective pleadings of the parties; along with documentary and oral evidence, relied upon by the parties it is apparent on the face of record that the workman has come up with a case that he applied for Voluntary Retirement w.e.f. 31.03.1993 vide his application dated 30.11.1993, in pursuance to the Voluntary Retirement Scheme vide dated 08.12.1988 and his said application for voluntary retirement was accepted on 30.11.1993 by the management with ulterior motive; and did not consider his application dated 07.12.1993 for withdrawal of his application for voluntary retirement, as the said voluntary retirement scheme was going to be suspended w.e.f. 01.12.1993 vide circular dated 08.12.1988. It is the case of the workman that had the management not accepted his application for Voluntary Retirement on the same date and considered his application for withdrawal of Voluntary Retirement, then he would have worked up till the date of his superannuation.

Per contra, the case of the management is that the workman voluntarily moved the application for Voluntary Retirement 30.11.1993 which was accepted on same day vide order dated 30.11.1993; and the workman was informed and was relieved on 11.01.1994; however, the workman never moved any application for withdrawal of his Voluntary Retirement application, on the contrary the workman accepted the consequential benefits due to said Voluntary Retirement Scheme. The management has also come up with a case that in the case of one similarly situated workman viz. Sri J.C. Nigam, who also challenged the action of the management in accepting the application for VRS, was finally decided by the Hon'ble Apex Court, without any relief to him. Moreover, the management has made out a case that the present industrial dispute has been referred with an inordinate delay and is barred by the provisions of Section 2A (3) of the Industrial Disputes Act, 1947.

9. Before entering to the merits of the case, it has to be looked into that the management of the Scooters India Limited has raised preliminary objection regarding maintainability of the case due to inordinate delay of more than 18 years in raising the present dispute in terms of provisions contained in Section 2A (3) of the Act. In rebuttal, the workman has submitted that case has been referred to this Tribunal for adjudication by the appropriate Government and this Tribunal is duty bound to answer the same on the terms of reference; moreover, the provisions of Section 2A (3) of the Act is not applicable to the present case. The Section 2A of the Act reads as under:

2A. Dismissal, etc., of an individual workman to be deemed to be an industrial dispute. – (1) *Where any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, any dispute or difference between that workman and his employer connected with, or arising out of, such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute notwithstanding that no other workman nor any union of workmen is a party to the dispute.*

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

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

A bare perusal of the above quoted section reveals that the limitation prescribed in the sub-section (3) of Section 2A is regarding filing of an application before the Labour Court or Tribunal with regard to the filing of an application directly before the Labour Court or Tribunal, after expiry of 45 days from the date it moved an application before the Conciliation Officer under sub-section (2) of Section 2A; and there is no bar on entertaining an industrial dispute duly referred by the appropriate Government under Section 10 of the Act.

Also, Hon'ble Apex Court in *Ajaib Singh vs. Sirhind Co-operative Marketing-cum-Processing Services Society Ltd. & another* 1999 LAB IC 1435 where there was admitted delay of seven years has held that the Court can mould relief by refusing back wages or directing payment of part of back wages. Likewise, Hon'ble

Supreme Court in 2001 SCC (L&S) 105 *Gurmail Singh vs. Principal, Govt. College of Education & others*, has laid down that ‘the Labour Court cannot dismiss the case of the workman merely on the ground of delay. If the order of dismissal is challenged belatedly, the dispute would still continue for adjudication, the only question would be to deprive back wages for the period of delay in raising such a dispute if on merits it is to succeed.’ Further, Hon’ble Allahabad High Court in 1994 LLR 29 *The Chief General Manager, State Bank of India, Chief Office, Lucknow vs. B.C. Verma & another*; wherein the question for consideration before the Hon’ble High Court was whether inaction or delay in raising industrial dispute by the workman can be condoned; Hon’ble High Court observed as under:

“In the present case, Section 10(1) may be read along with Section 10 (5). Both the subsections read together lead to conclusion that ‘at any time’ the Reference can be made in the exercise of the administrative power by the Central Government provided there exists an industrial dispute or the same is apprehended. The use of expression “at any time” in both the sub-sections clearly indicates that legislature never intended any limitation to be imposed for making reference.”

In the present case, the Conciliation Officer on failure of the conciliation proceedings forwarded its ‘Failure of Conciliation Report’ to the appropriate Government, which after considering the Failure of Conciliation Report, referred the present industrial dispute to this Tribunal for adjudication under powers conferred under Section 10 of the Act. Hence, upon reference of an industrial dispute by the appropriate Government, it is duty casted upon the Labour Court or Industrial Tribunal to answer the terms of reference. Also, admittedly there is an inordinate delay of approximately 18 years. However, in view of the statutory provisions, quoted above and discussions, made hereinabove, **the objection of the management of the Scooters India Limited regarding non-maintainability of the case due to delay in raising present industrial dispute has no merit as provision of the Section 2A (3) of the Act does not apply in the present case.**

10. **On merits of the case**, it is admitted case of the parties that the workman had been an employee of the opposite party management and he opted for VRS on 30.11.1993, which was accepted by the management on the same day vide Factory Order Part-II dated 30.11.1993 and the workman “received all monetary benefits raised out of said VRS”. During cross-examination, the workman stated that he was forced to opt for VRS and received all benefits; but he did not make any written objection to it. Later on he stated that he made written objection; but has not filed a copy of the same before this Tribunal. The management has elaborately submitted that company was not in good shape, it was facing huge loss, the matter was referred to BIFR, it was declared as a sick unit and thereafter VRS Scheme was introduced. Paragraph 10 of the Voluntary Retirement Scheme for the employees of the Scooters India Limited is re-produced below:

“As employee can be permitted to withdraw his application for voluntary retirement before the management notifies in writing to him and about the decision to accept his application for Voluntary Retirement. In the event of death of an employee during the notice period, action has not been completed on his application nor has notice period expired and as such the Enterprises (PSE) at the time of death. He would be, therefore, entitled to the benefits which are admissible in the event of death while in service and not under the Voluntary Retirement scheme notified by the Bureau of Public Enterprises (BPE) vide its Office Memorandum dated 5.10.1982 and 06.01.1968.”

Consequent to introduction of VRS, large number of employees including workman opted for VRS which was considered and allowed within time frame. The management has stated that in pursuance to acceptance of application for voluntary retirement of the workman, entire benefits have been released in his favour which was duly accepted by the workman and the workman never made any application for withdrawal of his application for voluntary retirement. The workman himself has filed the application dated 30.11.1993, opting for VRS and in the cross examination, has “accepted the receipt of consequential sum as a result of VRS”. There is no iota of evidence on record that workman made any objection regarding receipt of consequential benefits in wake of his withdrawal application as claimed by him. Moreover, the workman utterly failed to prove that he made any application for withdrawal of his application for voluntary retirement.

In Writ Petition No. 1165 (S/S) of 1994, in the case of one similarly situated workman viz. Sri J.C. Nigam, who challenged the action of the management regarding accepting the application for voluntary retirement, was dismissed on 09.01.1997; and the special Appeal No. 48 (SB) of 1997 was decided on 18.12.2000, setting aside order dated 09.01.1997. The management preferred SLP challenging the order dated 18.12.2000, which was converted by Hon’ble Supreme Court into Civil Appeal No. 1089 of 2004 and the same was allowed vide judgment dated 12.02.2004 and the judgment dated 18.12.2000 passed by Division Bench of Hon’ble High Court, Lucknow bench, Lucknow was set aside. Hon’ble Supreme Court observed as under:

“where an employee who sought voluntary retirement and subsequently wrote for its withdrawal but has withdrawal the amount of retiral benefits per Voluntary Retirement Scheme, is not entitled for the withdrawal of his application for voluntary retirement. It is not disputed that in the present case the respondent herein withdrew the amount of retiral benefits.”

Being aggrieved from the judgment and order dated 12.02.2004, Sri J.C. Nigam preferred the Review Petition no. 747 of 2004 which was dismissed; and further Curative Petition No. 152 of 2008 was preferred by Sri J.C. Nigam, which too had been dismissed by Hon'ble Supreme Court vide its judgment dated 20.01.2009.

11. In the instant case also, which is identical to the J.C. Nigam case (supra), the workman opted for VRS and on its acceptance having received all consequential benefits, he workman has no occasion to agitate against the acceptance of the VRS scheme; more particularly in view of the pronouncement of the Hon'ble Apex Court, mentioned in foregoing para.

12. **Accordingly, in view of the facts and circumstances of the case and law relied upon, I do not find any illegality in the action of the management in not considering the application of the workman for withdrawal of application for voluntary retirement; and the workman is not entitled for any relief.**

13. The reference under adjudication is answered accordingly.

14. Award as above.

LUCKNOW.

18th November, 2020

Let two copies of the award be sent to the Ministry for publication

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 8 दिसम्बर, 2020

का.आ. 1082.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स गवर्नमेंट मीट, कोलकाता कोलकात और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 03/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 19/08/20 को प्राप्त हुए थे।

[सं. एल-16011/03/2004-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th December, 2020

S.O. 1082.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 03 / 2005) of the Central Government Industrial-Tribunal-cum Labour Court Kolkata as shown in the Annexure, in the Industrial dispute between the employers in relation to The Government Mint, Kolkata, & Others, and their workmen which were received by the Central Government on 19.08.20.

[No. L-16011/03/2004 IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

NATIONAL INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. NT-03 of 2005

Parties: Employers in relation to the management of India Government Mint

AND

Their workmen

Present: Justice Ravindra Nath Mishra,

Appearance : Presiding Officer

On behalf of the Management : Mr. Arupnath Bhattacharya, Ld. Counsel.

On behalf of the Workmen : Mr.A.K. Banerjee, Ld. Counsel
Mr. T. Das, Ld. Counsel with Mr. S. Chakraborty, Ld. Counsel,
Mr. Abhrajit Mitra, Ld. Counsel,

Mr. A.K. Banerjee, Ld. Counsel with Mr. Raraj
Dutta, Ld. Counsel,
Mr. S. Roy, Ld. Counsel with Mr. S. Murarka,
Ld. Counsel.

State: National

Industry: Mint.

Dated: 30th July, 2020

AWARD

The dispute under reference pertains to non-payment of 19% compensation for increased working hours of India Government Mints, Kolkata, Mumbai and Hyderabad from 37½ to 44 hours per week consequent upon recommendation of 5th Pay Commission. It appears that in 1951 the General Manager, Government of India Mint had attempted to enhance working hours from 37½ to 40 hours per week and the authorities also started deducting salaries from the pay packet for not discharging duties of 40 hours per week whereupon the employees moved an application No. PWA 353 of 1951 before the authority of the Payment of Wages Act. The application was allowed and the working hours of the employees were maintained to 37 ½ hours per week and deduction from salary was held to be illegal. After submission of 4th Pay Commission report in 1986 in which working hours of India Govt. Mint was mentioned as 44 hours, a circular was issued by the General Manager, India Govt. Mint on 21st November, 1986 enhancing working hours from 37 ½ hours to 44 hours. However, it was cancelled by diary order dated 15th January, 1987. In this background the Mint management issued a notice under Section 9A of the Industrial Disputes Act, 1947 on 16th January, 1988 proposing to enhance the working hours from 37 ½ to 44 hours a week in terms of recommendation of 4th Pay Commission. Aggrieved by the said notification and rejection of objection against the notification of notice the union filed a writ petition before the Hon'ble High Court of Calcutta praying for order to direct the management of Mint to rescind or cancel the notice under section 9A of the Act of 1947 for enhancing the working hours. However, during pendency of this writ petition, recommendation of 5th Pay Commission came in and for implementation of which several round of discussion by the General Manager of Mint with the union representatives were held. In this connection a meeting was held on 15th April, 1998 with the various unions of India Government Mint, Kolkata, Hyderabad and Mumbai. The minutes of this meeting were sent to the Ministry of Finance. Subsequently on 5th of May, 1998 a further meeting was held in which various decisions were adopted mutually by and between the parties. During above meetings the unions agreed for increase of working hours from 37 ½ to 44 hours per week, but demanded 19% compensation for increase of working hours in the existing pay. The demand was sent to the Ministry of Finance for favourable consideration. One of the points of discussion was also regarding 10 hours overtime per week at the usual applicable rates in addition to stipulated 44 hours. Ministry of Finance, however, turned down the demand for payment of 19% compensation for increase of working hours as per recommendation of 5th Pay Commission observing that the employees shall be entitled for revised pay scale from the date on which the Mints start working 44 hours a week. This decision resulted in industrial dispute which has been referred to this National Tribunal by the Central Government in exercise of its powers under Section 7B read with Section 10(1A) constituted a National Tribunal vide order No. L-16011/3/2004-IR(DU) dated 06.06.2005 and referred the industrial dispute in the following language:

"Whether the action of the management of India Government Mint in not granting of 19% compensation for the increased working hours from 37.5 hours per week to 44 hours per week (as per recommendation of Vth Pay Commission), is just and legal? If not, to what relief the workmen are entitled?"

2. All India Mint and Presses Employees Federation, Calcutta Mint Workers Union, Calcutta Mint Employees Union, Hyderabad Mint Staff Association, Hyderabad Mint Employees Union, Bharatiya Mazdoor Sangh, Hyderabad, Takshal Karmik Sangh, Hyderabad, Takshal Mazdoor Sabha Mint Premises Union, Mumbai, Takshal Mazdoor Sabha, Mumbai have filed their respective statements of claim in response to the above reference. All the unions have pleaded almost similar set of facts. It is stated that there are four units of India Government Mints situated at Kolkata, Mumbai, Hyderabad and Noida, but the nature of services rendered by Noida Mint is different from others. At Kolkata, Mumbai and Hyderabad Mints coins are made from virgin state whereas at Noida Mint bank coins are stamped. As such, it is claimed, the workmen of Kolkata, Mumbai and Hyderabad Mints belong to one class while workmen of Noida Mint belong to separate class. This was the reason why the number of working hours at Noida Mint from its very inception from the year 1984 has been more than the working hours of the workmen of other three mints. The process of manufacturing coins from virgin state is more rigorous than the process of stamping of coins. It is further pleaded that in Fourth Pay Commission report the normal working hours was incorrectly recorded due to inadvertence as 44 hours per week. The working hours of employees of Kolkata, Mumbai and Hyderabad Mint had been 37 ½ hours per week at the time of recommendation of Fourth Pay Commission also. There was no recommendation in Fourth Pay Commission report for increase of the working hours from 37 ½ to 44 hours per week. Though the notice

under Section 9A of the Industrial Disputes Act, 1947 was issued proposing to enhance the working hours from 37 ½ to 44 hours, but the same was challenged by the unions through a writ petition filed before the Hon'ble High Court at Calcutta during pendency of which the report of Fifth Pay Commission was published. Various meetings were held by the General Manager of the Mints with the union representatives for implementation of Fifth Pay Commission report. The demand of 19% compensation in case of increase of working hours from 37 ½ to 44 hours per week was also discussed in the meeting held on 15th April, 1998 and 5th May, 1998 and forwarded to the Ministry of Finance for favourable consideration. Therefore, the Writ Petition No. 9523(W) of 1988 which was pending before the Hon'ble High Court at Calcutta was not pressed by the petitioners. The members of the unions at all material times till February, 2004 had been discharging their duties of 44 hours plus 10 hours overtime allowance per week on the basis of the said agreement with regard to above compensation. The demand of the unions for payment of 19% compensation was not accepted and a diary order dated 24th March, 2005 determining the normal working hours as 44 hours per week was issued by the Mint authorities. It was also a notice under Section 9A of the Industrial Disputes Act, 1947 intending to give effect to the diary order with effect from 18th April, 2005. There cannot be any increase in the number of working hours of an employee without corresponding compensation thereof. Therefore, 6 ½ working hours per week should be compensated with corresponding increase in the pay packet. The workmen are required to work 17.73% of hours of extra work. Accordingly taking into account the anomalies of pay as recommended by the Fifth Pay Commission, the percentage of compensation was arrived at 19% and promised by the management of the Mint. The unions have prayed that the demand raised by the unions for 19% compensation for increase in working hours from 37 ½ to 44 hours per week should be accepted and the action of the management in not granting compensation as above, may be declared unjust, illegal and improper.

3. The management of India Government Mint has filed its written statement in reply to the pleadings submitted by the unions in which it is pleaded that the normal working hours of Kolkata, Mumbai and Hyderabad Mints was 37½ hours which has been enhanced to 44 hours as normal working hours per week after implementation of Fifth Central Pay Commission report with effect from 27.05.1998, but the normal working hours of Noida Mint have been 44 hours from the very inception. The management of India Government Mint, Kolkata had issued a notice under Section 9A of the Industrial Disputes Act, 1947 enhancing the normal working hours from 37 ½ to 44 hours per week which was challenged by the Calcutta Mint Workers Union and others in Writ Petition No. 9523(W) of 1988 before the Hon'ble High Court at Calcutta, however, it was dismissed on the ground of maintainability. Though in appeal stay order was granted by the Division Bench of the Hon'ble Court, but the same was withdrawn by the Calcutta Mint Workers Union on 13th May, 1998. A meeting was held by the Joint Secretary, Ministry of Finance with the representatives of all unions on the issue of implementation of recommendations of Fifth Pay Commission on 15th April, 1998 in which the workers demanded 19% compensation on introduction of 44 hours normal working hours. However, it was decided that the issue would be taken up for favourable consideration with the Department of Expenditure. Another meeting was held on 5th May, 1998 between the Mint management and the members of steering committee of the unions. It is further pleaded that the management has not given any assurance in writing regarding 19% compensation for increased working hours. The Calcutta Mint Workers Union had also moved an application No. 115 of 2001 and MA No. 74 of 2001 before the Central Administrative Tribunal in the matter of 19% compensation, wherein the Tribunal vide its order dated 08.02.2001 directed the Mint authority to take decision and communicate the same. In compliance of the order of the Tribunal the communication dated 1st May, 2001 was issued by the Director, Government of India, Ministry of Finance denying any justification for grant of compensation and that from 01.01.1996 to 26.05.1998 the pay should be proportionately depressed where the workmen did not work for 44 hours a week. It is also pleaded that the employees of Kolkata, Mumbai and Hyderabad and Noida Mints belong to Central Government and governed by CCA Rules, 1965, Industrial Disputes Act, 1947 is not applicable in case of employees of Mint. It is also pleaded that India Government Mint, Kolkata has been declared a public utility service under the Industrial Disputes Act, 1947.

4. Rejoinders have been filed in reply to the pleadings in written statement reiterating the facts pleaded in the statements of claim. It is also pleaded that increase in working hours was accepted only on assurance of the management of mint for favourable consideration. Hence principle of Promissory Estoppels is applicable and Mint authority is duty bound to grant 19% compensation for increased working hours.

5. On behalf of the workmen WW-01, Shri V.T. Bhaste, WW-02, Shri Provat Ghosh, WW-03, Shri Biswanath Sikdar, WW-04, Shri K. Dasavaranam, WW-05, Shri K. Uma Maheswara Rao, WW-06, Shri Jaywantrao Yeshwantrao Rao have been examined. On behalf of the management only witness MW-01, Shri Shahid Ashraf has been examined. Parties have also filed number of documentary evidences which shall be taken up at appropriate stage in the findings of the Award for convenience.

6. I have heard the learned counsels for the unions and also for the management of Government of India Mint.

7. The learned counsels for the unions have submitted that increase in working hours amounts to change in condition of service and notice under Section 9A of the Industrial Disputes Act, 1947 was mandatory to effect

any change in working hours. The unions had agreed to work for the increased working hours for 44 hours only on assurance of the management of Mint to pay 19% compensation. Hence the management is bound to pay 19% compensation for increased working hours.

8. Per contra, the learned counsel for the India Government Mint has argued that acceptance of the revised pay scale by the employees amounts to waiver of notice under Section 9A of the Act. The steering committee of the unions had entered into agreement/settlement in a meeting with the General Manager of Mint giving consent for increase of working hours from 37 ½ to 44 hours. Mint management never gave any assurance for payment of 19% compensation for increased working hours.

9. Based on the rival pleadings and submissions of the unions and the management following points of determination may be delineated –

1. Whether India Government Mint is an industry?
2. Whether judgment in case No. PWA 353 of 1951 under Payment of Wages Act operates as *res-judicata*?
3. Whether notice under Section 9A of the Industrial Disputes Act, 1947 is mandatory?
4. Whether acceptance of revised pay scale as recommended by Pay Commission would amount to waiver of notice under Section 9A of the Industrial Disputes Act, 1947?
5. Whether India Government Mint is bound to pay 19% compensation to the employees by virtue of principles of Promissory Estoppels?

Mint as industry

10. Though at the very outset the management of Government of India Mint has taken the point of maintainability that the employees of Kolkata, Mumbai and Hyderabad Mints belong to Central Government and they are governed by CCS Rules, 1965, therefore, provisions of Industrial Disputes Act, 1947 and other labour laws are not applicable, but in paragraph 12 of the written statement the management has also pleaded that India Government Mint, Kolkata is under the Industrial Disputes Act and is governed by the provisions of Factories Act, 1948. Not only this the management has also pleaded that above units of India Government Mint have been converted into a public sector unit of SPMCIL since 13th January, 2016. Government notification dated 10th February, 2006 has also been filed on record to the effect that in pursuance of cabinet decision on 2nd September, 2005, Government of India has decided to corporatize the functions of nine units of Department of Economic Affairs and accordingly all the existing functions of those nine units including Security Presses etc in respect of security grade papers and coin and printing of currency notes and non-judicial stamp papers have been transferred to a wholly owned company viz. “Security Printing and Mining Corporation of India Limited”. Consequently, the management, control, operation and maintenance of production etc. have been transferred to the company. Statutory definition of “Industry” is given in Section 2(j) of the Act of 1947 –

“2(j) “industry” means any business, trade, undertaking, manufacture or calling of employers and includes any calling, service, employment, handicraft, or industrial occupation or avocation of workmen:”

11. Above definition of ‘industry’ was considered by the Hon’ble Apex Court in **Bangalore Water Supply v. Rajappa**, AIR 1978 SC 548 where it has been observed -

“Where (i) any systematic activity, (ii) organized by cooperation between employer and employee (the direct and substantial element is chimerical), (iii) for the production and or distribution goods and services calculated to supply human wants and wishes (not spiritual or religious but inclusive of material things or services geared celestial bliss i.e. making on large scale Prasad or food; prima facie, there is an ‘industry’ in that enterprise.)”

It was observed that mere absence of profit motive will not necessarily push the activity out of the pole of industry, further that act undertaken in fulfillment of the state’s constitutional obligation or in discharge of constitutional or sovereign functions is excepted from the definition of ‘industry’. However, Hon’ble High Court of Delhi in **Union of India v. Raj Kumar Shah** (WP (C) 3495 of 2015 decided on 20.01.2020 while considering the question whether the Controller General of Patents, Design and Trade Marks was an industry, held that every function which is performed by the government is not sovereign. Sovereign functions which are core and inalienable are exempted from Section 2(j) of the Act of 1947. Sovereign functions become inalienable only when it becomes impossible to delegate them to any other authority, then only it is exempted from the ambit of Section 2(j) of the Act. Functions such as collection of tax, maintenance of law and order, external relations which have at all time to be performed by the government and the government alone would qualify as ‘inalienable’ sovereign functions.

12. In the instant case, as it has been seen above, the units of India Government Mint has been corporatized and converted into a public sector unit of SPMCIL (Security Printing and Mining Corporation of India Limited) on 13.01.2006 as a consumer goods industry engaged in the manufacture/production of currency and Bank Notes, Security Paper, non-judicial stamp papers, postal stamps and stationery, cheques, bonds etc., thus these functions cannot be said to be inalienable and sovereign functions. Not only this, it is admitted case between the parties that the units of India Government Mint have been declared public utility services under the provision of Section 2(n) of the Industrial Disputes Act, 1947. Only industry specified in First Schedule can be declared public utility services. Hence, obviously the units of Indian Government Mint comes within the definition of industry and provisions of Industrial Disputes Act, 1947 apply to it. Apart from this a specific issue whether Mint is an industry or not had also come up for consideration before the Hon'ble Andhra Pradesh High Court in Writ Petition No. 3586 of 1982 (**The management of India Government Mint, Hyderabad v. workmen**) In which the Mint was held to be not an industry. Against this judgment of the Hon'ble Single Bench appeal was preferred before the Hon'ble Division Bench in Writ Appeal No. 107 of 1988 where Mint was considered to be industry. Special Leave petition filed against the judgment of the Hon'ble Division Bench was also dismissed by the Hon'ble Apex Court. Thus it is established that Mint is an 'Industry' within the meaning of Section 2(j) of the Industrial Disputes Act, 1947.

Res-judicata

13. Learned counsel for the unions have submitted that the working hours of units have been 37½ hours per week. Attempts were made by the Mint management in 1951 to enhance the working hours without giving notice under Section 9A of the Industrial Disputes Act, 1947, when the Mint management illegally tried to enhance the working hours from 37½ to 40 hours and also tried to deduct wages for 2½ per week from the workers who did not work for 40 hours. The matter went to the authority under the Payment of Wages Act which ruled that normal working hours of unit was 37½ hours per week since the creation of Mint and the employer has no right to increase the working hours in absence of contract without increase of their wages. In these circumstances, learned counsel for the unions have contended that in view of judgment of authority under the Payment of Wages Act the working hours cannot be increased without increase in wages of the employees and principles of *res-judicata* will be applicable in the matter. I do not agree with the contentions of the learned counsels that principles of *res-judicata* applies in such circumstances.

14. Principles of *res-judicata* has been incorporated in Section 11 of Code of Civil Procedure which reads as follows –

“Section 11. No court shall try any suit or issue in which the matter directly and substantially in issue has been directly and substantially in issue in a former suit between the same parties, or between parties under whom they or any of them claim, litigating under the same title, in a Court competent to try such subsequent suit or the suit in which such issue has been subsequently raised, and has been heard and finally decided by such court.”

In order to apply the principles contained in Section 11 of Code of Civil Procedure following conditions must satisfy –

1. There must be a suit and a former suit between the said parties;
2. The former suit must have been heard and finally decided;
3. The former court must be competent to try the second suit; and
4. The matter must have been directly and substantially in issue in former suit also.

14. Conditions (3) and (4) are relevant and important to the matter in issue. It is essential that the former court must be competent to try the subsequent suit. Thus the decision in a previous suit by a court, not competent to try the subsequent suit, will not operate as *res-judicata*. The principle behind this condition is that the decision of the court of limited jurisdiction ought not to be final and binding on a court of unlimited jurisdiction. Section 15 of the Payment of Wages Act, 1936 limits the jurisdiction and power of the Authority to the determination of claim arising out of deduction from wages or delay in the payment of wages which cannot be extended to include the power to adjudicate upon a matter under the Industrial Disputes Act, 1947. The Authority under the Payment of Wages Act is a court of limited jurisdiction. Only Industrial Tribunal or Labour Court is competent to determine such matters.

15. Apart from that, it is also necessary that the matter must have been directly and substantially in issue before the formal court. From the perusal of judgment passed by the Authority under the Payment of Wages Act Ext. W(I) - 1 it is clear that the matter of violation of provision of Section 9A of the Act of 1947 was not in issue before the court in Case of PWA 353 of 1951. Thus no question of application of principles of *res-judicata* arises.

Notice under Section 9A of the Act of 1947

16. Undisputedly the employer has every right to change the condition of service after serving notice under Section 9A of the Industrial Disputes Act, 1947. Item No. 4 of the Fourth Schedule of the Act of 1947 shows that hours of work is to be treated as condition of service. It is also not disputed that change in working hours is condition of service which can be varied by the employer after giving notice under Section 9A of the Act of 1947. The provision of Section 9A of the Act of 1947 may be reproduced below for convenience -

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

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

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

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

17. Thus from the above provision it is clear that whenever any change in condition of service is proposed by the employer four conditions must be complied with (a) notice giving effect to change; (b) notice must be in prescribed form; (c) change can be effected to only after lapse of 21 days from the date of service of notice; and (d) change must be in matter specified in Fourth Schedule.

18. Now question arises whether the Mint Authority has given notice under Section 9A of the Act of 1947 before enhancing working hours from 37½ to 44 hours per week. The statement of claim of the union reveals that notice under Section 9A increasing working hours from 37½ to 44 hours a week based on the recommendation of Fourth Pay Commission was issued by the Mint authorities on 16.01.1988. This was objected by the workmen and the unions representing workmen of the India Security Press and the Currency Note Press issued notice of strike proposing to proceed on indefinite strike in view of unjustified increase of working hours. A Writ Petition was also filed before the Hon'ble High Court at Calcutta praying for withdrawal of notice. The matter was then admitted in conciliation and during conciliation it was agreed that during pendency of above writ petition pending before the Hon'ble High Court at Calcutta, notice dated 16.01.1988 would not be given effect to and thus notice of strike was not implemented. Subsequently the Writ Petition No. 9523 (W) of 1998 pending before the Hon'ble High Court at Calcutta was dismissed on 07.01.1991. A failure report was submitted by the conciliation officer. Reference was also initially refused by the Central Government, but under the direction issued by the Central Administrative Tribunal, reference was made. Thus after closure of conciliation proceeding the notice issued on 16.01.1998 cannot be said to survive. Therefore a fresh notice under Section 9A of the Act of 1947 was required for change in condition of service. Admittedly no notice under Section 9A of the Act of 1947 was issued thereafter.

Effect of accepting revised Pay Scale as recommended by Pay Commission

19. Learned counsel for the management of Government of India Mint has submitted that during pendency of writ petition in Hon'ble Calcutta High Court Fifth Pay Commission has submitted its report and was implemented by the Central Government. The workmen of Indian Government Mint also took benefit of the revised pay scale. Enhancement of working hours from 37½ to 44 hours a week was condition precedent for revision of pay scale and other benefits to the employees. Therefore, question of service of any notice under Section 9A of the Act of 1947 does not arise. Learned counsel has also submitted that Fifth Pay Commission has specifically dealt with the issue of enhancement of working hours. Contrary to it the learned counsels for the unions have submitted that the Pay Commission report is not binding on the workmen in absence of notice under Section 9A of the Act of 1947 and acceptance of revised pay scale by the workmen does not give the authority to the Mint management to enhance working hours.

20. Justifying increase in working hours the Fifth Pay Commission in paragraph 66.31 of the report has observed that mere fact that the Mints have been observing 37½ hours over a century is not a reason enough to necessitate that status quo should be maintained regardless of changes in the working environment and condition. A lesser number of working hours might conceivably have been justified in the earlier years when the coin manufacturing process were not refined enough and involved working in arduous and intemperate condition. The progressive modernization and automation of the Mints would however have resulted in a fatigue

and this is an aspect that will necessarily have to be kept in view. The Pay Commission have also taken into consideration the working hours of Noida Mint which was working for 44 hours a week and in order to maintain uniformity in working hours, the Pay Commission had recommended for enhancement of normal working hours from 37½ to 44 hours.

21. Admittedly 5th Pay Commission has already been implemented and the workmen are getting benefits of the same. WW-01, Shri V.T. Bhaste in his statement has said that in respect of one Mint, the recommendation of Pay Commission has been implemented after fulfilling certain conditions from the workmen side. He has further stated in his cross-examination that the recommendation of 6th Central Pay Commission has been accepted by the management as well as by all the employees unions. Other witnesses also have admitted in their cross-examination that the workmen are getting the revised pay scale and other allowances as recommended by the 5th and 6th Central Pay Commission.

22. Now question of waiver arises at this stage as to whether acceptance of the revised pay scale as recommended by the Fifth Pay Commission amounts to waiver of notice under Section 9A of the Act of 1947. This question has been dealt with by the Hon'ble Rajasthan and Bombay High Courts. In **Director, State Forms v. Judge, Industrial Tribunal**, 2003 (2) WLN 629 where Project Allowance given @ 10% by the Government of India where the basic minimum amenities were not available to the workmen at underdeveloped places was subsequently reduced to 8% which resulted in an industrial dispute. The matter came up before the Hon'ble High Court. The argument of the management was not accepted by the Hon'ble Rajasthan High Court that notice to the workmen likely to be affected by the reduction in the rate of Project Allowance was not required as the Project Allowance was reduced by the management following the report of the Third Pay Commission which had heard the employees union and associations before making recommendations. The Hon'ble Court had observed –

“Under Section 9A of the Act before reducing the rate of Project Allowance from 10% to 8% the Corporation was bound to follow the mandate of Section 9A of the Act. After recommendations of the Third Pay Commission were accepted by the Government the Appellant blindly followed the same without taking any independent and voluntary decision on their own with regard to the question whether or not reduce the Project Allowance. The dependence of the Appellant on the report of the Pay Commission was so heavy that it thought that since the unions of workmen of various enterprises have already pleaded their case before the Pay Commission, it was not necessary to give 21 days' notice to the employees in the project before effecting the change. This was clearly a wrong approach which cannot be countenance. Since the Appellant Corporation failed to comply with the provisions of Section 9A the change effected in the rate of Project Allowance payable to the workmen cannot be changed.”

23. The question of issue of notice under Section 9A of the Act of 1947 before increase in working hours after acceptance of revised pay by the workmen came up for consideration before the Hon'ble High Court at Bombay in Writ Petition No. 5400 of 1996 in **Union of India v. India Security Press** decided on 3rd August, 2010 where the number of working hours from 37½ to 44 hours per week were increased in view of the recommendation of the Fourth Pay Commission and the workmen have accepted the benefits of the recommendation of the Pay Commission in as much as they were drawing wages in accordance with the recommendation. Not only this, but in above case the workmen have also submitted undertaking to abide by the recommendations. The Hon'ble Court did not accept the above argument advanced by the management and held that any change in the service condition of workers working in the India Security Press or Currency Note Press must be preceded by a notice under Section 9A of the Act of 1947. The Hon'ble Court has also held that under Section 9A of the Act notice of change is required whenever a change is proposed in respect of any matter specified in Fourth Schedule of the Act. The change in working hours is one of the reason that would require a notice under Section 9A of the Act. Thus, mere fact that the workmen accepted the revised pay scale would not waive of the notice under Section 9A of the Act of 1947.

24. Thus from the above discussion it is clear that the fact that the unions of workmen were heard by the Pay Commission or the workmen accepted the pay scale as revised by 5th Pay Commission would not obviate the requirement of giving a prior notice of the proposed change in the condition of service of the workmen of India Government Mint.

Effect of Agreement with Unions

25. Where change in condition of service is effected in pursuance of any settlement or Award, notice is not required. Proviso to Section 9A of the Act of 1947 says –

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

(a) Where the change is effected in pursuance to any settlement or award; or

- (b) Where the workmen likely to be affected by the change are persons to whom the Fundamental and Supplementary Rules, Civil Services (Classification, Control and Appeal) Rules, Civil Services (Temporary Service) Rules, Revised Leave Rules, Civil service Regulations, Civilians and Defence Service (Classification, Control and Appeal) Rules or the Indian Railway Establishment Code or any other rules or regulations that may be notified in this behalf by the appropriate Government in the Official Gazette, apply.”

Explaining the purpose of giving notice under Section 9A of the Act of 1947 the Hon'ble Bombay High Court in *Navbharat, Hindu Daily, Nagpur v Navbharat Shramik Shanga* 1985-I-LLJ 474 (Bombay) has observed that –

“The intention behind the notice appeared to be that the workmen affected has a chance to raise a dispute by approaching proper authority. The said dispute can also mature into a reference if the parties do not arrive at an amicable settlement.”

26. In the instant case the management of Mint has emphasized the factum of amicable settlement with the unions. Learned counsel for the management of India Government Mint relying on the minutes of meeting held on 15th April, 1998 with the unions/associations of India Government Mint, Kolkata, Hyderabad and Mumbai has submitted that during pendency of writ petition in the Hon'ble High Court at Calcutta Fifth Pay Commission had submitted its report. Therefore, for implementation of the report of the Fifth Pay Commission the General Manager, India Government Mint held several meetings with joint action committee of unions/associations of India Government Mint, Kolkata, Hyderabad and Mumbai and in one of the meeting held on 15th April, 1998 at New Delhi the unions had agreed that the three mints of India Government would function for 44 hours per week. In above meeting a demand of 19% compensation on account of introduction of 44 hours work per week based on recommendation of Fifth Pay Commission was also raised by the workers for which there was an agreement that this demand would be taken up with the Department of Expenditure for favourable consideration. Record of discussion held on 15th April, 1998 at New Delhi between India Government Mints and unions have been filed on record.

27. For better appreciation of the terms of agreement it would be pertinent to quote minutes of above meeting held on 15th April, 1998 which is as follows –

“Record of discussions held on 15.04.1998 at New Delhi with Unions/ Associations of India Govt. Mints, Calcutta, Hyderabad & Mumbai.

1. The three mints will function 44 hrs. per week as normal working hours as recommended by the fifth Pay Commission. Revised pay scales recommended by the commission as approved by Government will be allowed to the workers/employees from 1.1.1996 after they start 44 hrs. normal working per week.
2. Keeping in view the demand – supply position of coins etc. the General Manager of each Mint will be authorized to sanction maximum overtime working with a view to increasing production according to work needs and in conformity with Factories Act i.e. approximately 54 hrs. per week. The demand supply gap as at present likely to continue in the foreseeable future. The OTA working will be only subject to review and revision after consultation with the unions/association.
3. Overtime Allowance will be allowed on the revised pay scales from 1.1.1996 in conformity with Government orders/Factories Act.
4. Increases in production corresponding to the revised weekly working hours including overtime working will be effected. The base level production, target production and incentive parameters will be determined on the basis of total weekly working hours including OTA working. Incentive payment will be based on this.
5. The eligibility for and ceiling on OTA on the basic pay as per the new pay scales based on 44 hrs. normal weekly working will be revised appropriately.
6. The workers/employees demanded 19% compensation on account of introduction of 44 hrs. normal weekly working hours as per 5th Pay Commission recommendations. This will be taken up with the Department of Expenditure for favourable consideration.
7. The General Manager of concerned Mint will take action on the basis of minutes of the above discussions in conformity with the existing rules/ regulations/ statutory laws/ agreements/ pending litigations/ court orders etc.”

28. Next meeting was held on 5th May, 1998 between General Manager, India Government Mints and members of steering committee of unions and associations in which normal working hours of 44 hours with new pay scale was again reiterated. The minutes of meeting dated 5th May, 1998 may also be reproduced as below –

“Minutes of the meeting held on 5.5.98 at 3.30 P.M. in the Conference Hall with General Manager along with D.G.M., C.A.O., SR. L.O.W.M. L.O.A.W. Ms. and members of steering Committee of Union & Associations.

1. General Manager stated that O.T.A. Arrears from 1.1.96 will be paid on the basis of 37½ hrs. as normal hours with new scales till the start of 44 hrs. working as Normal hours. But he added that this payment will be made only after receiving orders from Ministry.
2. This point is already clarified in the minutes of the meeting with the Ministry of Finance at point No.3.
3. Regarding distribution of normal working hours, General Manager agreed upon 8 hrs. per day from Monday to Friday and 4 hours on Saturday as normal working hours per week.

Timing shall be:

9.00 A.M. to 5.30 P.M. Monday to Friday

9.00 A.M. to 1.00 P.M. on Saturday

As regards 48 hrs. per week the timings shall be : -

9.00 A.M. to 5.30 P.M. Monday to Friday

9.00 A.M. to 5.30 P.M. on Saturday.

4. G.M. expressed that 54 hrs. working can be implemented only after the availability of raw materials/blanks and consumables required for running plants and machineries are ensured by the concerned officers of the shop floor. The J.A.C. proposed to extend their co-operation for implementation of 54 hrs. and proportionate increase in production. However G.M. proposed that 54 hrs./week working will be started from 1.6.98 by which time blanks required for continuous running along with other consumables will be made available so that there will not be any problem for smooth working.
5. G.M. had agreed to take up the matter with Ministry of Finance regarding 19% compensation with Ministry of Finance.
6. As regards recommendation made in part B of 5th Pay Commission, the G.M. advised the employees concerned to submit their representation on the basis of which further action will be taken. As part ‘C’ does not concern this organization it was not discussed.

The meeting ended with vote of thanks to the Chair.”

29. It is material to note here that the Bombay Mint Employees Federation had served a notice of strike dated 18th February, 1998 on account of increase in working hours. The parties entered into conciliation proceeding during which the notice of strike was withdrawn by the federation on settlement that 7 items of records of discussion held on 15th April, 1998 at New Delhi would be implemented after compliance with the relevant statutory provisions and other rules and regulations. The learned counsels for the unions have made minutes of meeting held on 15.04.1998 basis of their argument for grant of 19% compensation. It is submitted that one of the terms of agreement in minutes of 15th April, 1998 was that the demand of the unions for grant of 19% compensation on account of introduction of 44 hours normal weekly working hours shall be taken up with the Department of Expenditure for favourable consideration. The terms of discussion have to be read as a whole. The unions cannot be allowed to adopt favourable terms and discard the unfavourable one. Paragraph 1 of the agreement was regarding 44 hours normal working hours of the Mints as recommended by Fifth Pay Commission. It was also agreed that the revised pay scale will be allowed to the workers from 01.01.1996 after they start 44 hours normal working per week. Thus the unions accepted that the workers would start working for 44 hours per week and the day they start working for 44 hours, they would be entitled for the revised pay scale. In pursuance of this agreement the workmen have also started working and they are getting revised pay scale. So far as demand of 19% compensation is concerned, the management does not appear to have accepted the grant of 19% compensation. The term of agreement was that their demand would be placed before the Department of Expenditure for favourable consideration. The term ‘favourable consideration’ does not mean acceptance of demand. It denotes that the final authority was with the Department of Expenditure and subject to decision of the Department of Expenditure, the demand of 19% compensation would be disposed of.

30. The unions also wanted implementation of minutes of 15th April, 1998 and for the enforcement of the minutes the Bharatiya Mazdoor Sangh and Hyderabad Mint Staff Association had gone to the extent of filing O.A. No. 648 of 1998 in the Central Administrative Tribunal, Hyderabad pleading *inter alia* that on the basis of recommendation of Fifth Pay Commission the working hours of India Government Mints have been increased from 37½ to 44 hours a week and in meeting of April, 1998 it was decided that the demand of 19%

compensation on account of increase of working hours to 44 hours would be taken up with the Department of Expenditure for favourable consideration. In above O.A. the Tribunal directed the Department of Expenditure to consider the demand of the employees expeditiously. In Kolkata Bench of the Central Administrative Tribunal O.A. 115 of 2001 was also filed by the Calcutta Mint Workers Union to the same effect. In this O.A. also the Calcutta Bench of the Central Administrative Tribunal directed the Department of Expenditure to take decision and communicate the same to the Applicant within three months vide order dated 8th February, 2001. Thus it is explicit that the unions themselves wanted the implementation of the agreement/settlement arrived at between the India Government Mint and the members of the steering committee of unions/associations.

31. In above set of facts and circumstances, where the unions through their steering committee have themselves come to the terms of settlement and agreed for implementation of the minutes of meeting held on 15th April, 1998, whether notice under Section 9A of the Act of 1947 was still required? Section 9A of the Act of 1947 categorically says that no notice shall be required for effecting any change in condition of service where the change is effected in pursuance with any settlement or award. From the above discussion it is clear that the members of the steering committee of unions/associations had come to terms in the meeting of 15th April, 1998 that the three Mints at Kolkata, Hyderabad and Mumbai will function for 44 hours per week as normal working hours as recommended by Fifth Pay Commission. It was agreed that the revised pay scales recommended by the Pay Commission will be allowed to the workers/employees from 01.01.1996 after they start 44 hours normal working per week. The witnesses examined on behalf of the unions have admitted that the unions agreed for implementation of the 5th Pay Commission report which was recorded in form of a minutes of a meeting. WW-04, Shri K. Dasavararam has named it as tripartite settlement. Not only this, in meeting held on 5th May, 1998 it was again reiterated that the minutes of meeting of 15th April, 1998 would be implemented. The implementation of minutes of meeting held on 15th April, 1998 was also reiterated in meeting between Mumbai Mint and Bombay Mint Employees Federation held on 5th May, 1998 during conciliation proceedings. Some of the unions had also gone to the extent of moving to Central Administrative Tribunal for issue of direction to implement the minutes of meeting dated 15.04.1998. Thus, in view of above agreement/settlement it is obvious that notice of change in working hours was not required as provided in Section 9A of the Act of 1947.

32. Admittedly after direction issued by the Central Administrative Tribunal, Hyderabad and also that of Kolkata the Department of Economic Affairs communicated its decision refusing to pay 19% compensation for increased working hours.

Promissory Estoppel

33. The learned counsels for the unions have also taken the point of doctrine of promissory estoppel against the India Government Mint. It has been submitted by the learned counsels for the unions that appeal from the Hon'ble High Court was withdrawn on the basis of agreement entered into by and between the parties whereby it was assured that the claim for 19% compensation would be for "favourable consideration" which cannot be treated a stray assurance or assurance given in a casual manner. The principles of promissory estoppel is applicable where one party by words or conduct made to the other a clear or unequivocal promise which intended to create a legal relation or affect a legal relationship to arise in future knowing or intending that it would be acted upon by the other party to whom the promise is made and it is, in fact, was acted upon by the other party. In that case promise would be binding on the party making it and he would not be entitled to go back on it. Applying the above principles to the facts of the instant case, it appears that the promise as incorporated in minutes of meeting dated 15.04.1998 was made by the India Government Mint only to place the demand of 19% compensation before the Department of expenditure. There was no assurance by the India Government Mint to grant above compensation and the unions had also agreed to this. Placing of demand of 19% compensation to the Department of Expenditure for "favourable consideration" implies only that final authority to decide or accept the demand lies with the Department of Expenditure. Such promise is no promise of acceptance of demand. Hence principle of 'Promissory Estoppel' does not apply.

34. Learned counsels for the unions have also submitted that in grant of overtime, Central Administrative Tribunal, Kolkata had refused to change the devisor and upheld the devisor of 192 as applied by the management, but the Hon'ble High Court at Calcutta set aside the order passed by the Tribunal and held that devisor would be 191 instead of 192. The decision of the Hon'ble High Court was challenged before the Hon'ble Apex Court by way of Special Leave Petition which was dismissed by the Hon'ble Apex Court, but this argument of the learned counsels for the unions has no reflection on increase of working hours or on grant of compensation. The devisor was applied treating the normal working hours as 44 hours a week. However, the judgment is applicable in the matter of grant of quantum of overtime and it has nothing to do with the matter in controversy in the present case. Merely because the workmen are required to work 17.73 hours of extra work due to implementation of 5th Pay Commission report the workmen cannot be said to be entitled to 19% compensation in view of the fact of the agreement entered into between the management and the unionjs on 15.04.1998.

36. Thus, it is concluded that the workmen of India Government Mint represented by the unions are not entitled for 19% compensation on account of increase in working hours from 37½ to 44 hours per week and the decision of the management of India Government of Mint in not granting 19% compensation for the increased working hours from 37½ to 44 hours per week (as per recommendation of the Fifth Pay Commission) is just and legal. The workmen are not entitled to any relief.

37. Award is passed accordingly.

Dated, Kolkata,

The 30th July, 2020.

Justice RAVINDRA NATH MISHRA, Presiding Officer

नई दिल्ली, 8 दिसम्बर, 2020

का.आ. 1083.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स इंडस टावर्स लिमिटेड, पुणे (एमएस) और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, औरंगाबाद के पंचाट (संदर्भ संख्या 21/2018) को प्रकाशित करती है जो केन्द्रीय सरकार को 18.11.2020 को प्राप्त हुए थे।

[सं. एल- 42025/07/2020- आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th December, 2020

S.O. 1083.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 21/2018) of the Labour Court, Aurangabad as shown in the Annexure, in the Industrial dispute between the employers in relation to The Indus Towers Ltd, PUNE (MS) & Others, and their workmen which were received by the Central Government on 18.11.2020.

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

D. K. HIMANSHU, Under Secy.

ANNEXURE

IN THE LABOUR COURT, MAHARASHTRA AT AURANGABAD

Reference (IDA) No. 21/2018

(CNR NO. MHLC200026192016)

Between :

1 M/s. Indus Towers Ltd.,
E Crore, Office No. 2010,
2nd Floor, Marvbel Edge, Viman Nagar,
PUNE 411014

First party No. I

2 M/s. Teamlease Services Pvt. Ltd.,
Office No. 509, 5th Floor,
Nucleus MLL, 1, Church Road,
PUNE 411001.

First party No. II

AND

Sh. Kailash Pawar,
Through: The Secretary,
Indus Mobile Tower Technical Karmchari Sanghatana,
C/o. Sh. Narayan Waman Ghule
75/5, K Sector, Pavan Nagar,
N-9, CIDCO, Aurangabad 431003.

...Second party/workman

AWARD**Dtd. 15/02/2020**

1 This Reference has been made over by Government of India (Bharat Sarkar) Ministry of Labour by its order dtd. 23/10/2017 to resolve the dispute between the above-named parties in exercise of the powers conferred by clause (d) of sub-section (1) and sub section (2A) of sub-section 10 of the Industrial Disputes Act, 1947 (which shall hereinafter referred to as the I.D.Act,1947) for absorbing him the post of permanent Technician for having served loyally for long period by regularizing his service is justified ? If yes, what relief the workman concerned is entitled to ?

2 After receiving the said Reference order from the Central Government, this office has issued notices to the workman/second party to appear in the matter. On perusal of the Bailiff report which is at Ex.6 shows that on behalf of the second party, one Sh. Narayan Waman Ghule who is the Secretary of Indus Mobile Tower Technical Karmchari Sanghatana has received the notice on behalf of the second party. The Roznama of the proceeding shows that time and again, the opportunity to appear in the matter was given to the second party, but he remains absent. This itself shows that he is not interested to proceed with the matter. Under such circumstances, the matter is kept for order on 15/02/2020 for passing order. Hence, I pass the following Award.

AWARD

- 1 The Reference is answered in negative.
- 2 Copies of the Award be sent to the Appropriate Government for publication.
- 3 No order as to costs.

Dtd. 15.02.2020

D.V. JOSHI, Presiding Officer & Judge

नई दिल्ली, 8 दिसम्बर, 2020

का.आ. 1084.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स इंडस टावर्स लिमिटेड, पुणे (एमएस) और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, औरंगाबाद के पंचाट (संदर्भ संख्या 162/2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 15.02.2020 को प्राप्त हुए थे।

[सं. एल-42025/07/2020- आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th December, 2020

S.O. 1084.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 162/2017) of the Labour Court, Aurangabad as shown in the Annexure, in the Industrial dispute between the employers in relation to The Indus Towers Ltd, PUNE (MS) & Others, and their workmen which were received by the Central Government on 15.02.2020.

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

D. K. HIMANSHU, Under Secy.

ANNEXURE**IN THE LABOUR COURT, MAHARASHTRA AT AURANGABAD****Reference (IDA) No. 162/2017****(CNR NO. MHLC200015512016)****Between :**

- 1 M/s. Indus Towers Ltd.,
E Crore, Office No. 2010,
2nd Floor, Marvbel Edge, Viman Nagar,
PUNE 411014
- 2 M/s. Teamlease Services Pvt. Ltd.,
Office No. 509, 5th Floor,
Nucleus MLL, 1, Church Road,
PUNE 411001.

...First party No. I

...First party No. II

AND

Sh. Mohan Barke,
Through: The Secretary,
Indus Mobile Tower Technical Karmchari Sanghatana,
C/o. Sh. Narayan Waman Ghule
75/5, K Sector, Pavan Nagar,
N-9, CIDCO, Aurangabad 431003.

...Second party/workman

AWARD**Dtd. 15/02/2020**

1 This Reference has been made over by Government of India (Bharat Sarkar) Ministry of Labour by its order dtd. 23/10/2017 to resolve the dispute between the above-named parties in exercise of the powers conferred by clause (d) of sub-section (1) and sub section (2A) of sub-section 10 of the Industrial Disputes Act, 1947 (which shall hereinafter referred to as the I.D.Act, 1947) for absorbing him the post of permanent Technician for having served loyally for long period w.e.f. 1.10.2010 by regularizing his service is justified ? If yes, what relief the workman concerned is entitled to ?

2 After receiving the said Reference order from the Central Government, this office has issued notices to the workman/second party to appear in the matter. On perusal of the Bailiff report which is at Ex.4 shows that on behalf of the second party, one Sh. Narayan Waman Ghule who is the Secretary of Indus Mobile Tower Technical Karmchari Sanghatana has received the notice. The Roznama of the proceeding shows that time and again, the opportunity to appear in the matter was given to the second party, but he remains absent. This itself shows that he is not interested to proceed with the matter. Under such circumstances, the matter is kept for order on 15/02/2020 for passing order. Hence, I pass the following Award.

AWARD

- 1 The Reference is answered in negative.
- 2 Copies of the Award be sent to the Appropriate Government for publication.
- 3 No order as to costs.

Dtd. 15.02.2020

D.V. JOSHI, Presiding Officer & Judge

नई दिल्ली, 8 दिसम्बर, 2020

का.आ. 1085.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स इंडस टावर्स लिमिटेड, पुणे (एमएस) और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, औरंगाबाद के पंचाट (संदर्भ संख्या 146/2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 18.11.2020 को प्राप्त हुए थे।

[सं. एल-42025/07/2020- आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th December, 2020

S.O. 1085.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 146/2017) of the Labour Court, Aurangabad as shown in the Annexure, in the Industrial dispute between the employers in relation to The Indus Towers Ltd., PUNE (MS) & Others, and their workmen which were received by the Central Government on 18.11.2020.

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

D. K. HIMANSHU, Under Secy.

ANNEXURE
IN THE LABOUR COURT, MAHARASHTRA AT AURANGABAD

Reference (IDA) No. 146/2017

(CNR NO. MHLC200013902016)

Between :

1 M/s. Indus Towers Ltd.,
E Crore, Office No. 2010,
2nd Floor, Marvbel Edge, Viman Nagar,
PUNE 411014

...First party No. I

2 M/s. Teamlease Services Pvt. Ltd.,
Office no. 509, 5th Floor,
Nucleus MLL, 1, Church Road,
PUNE 411001.

...First party No. II

AND

Sh. Shriram Vishnu Malunjkar
Through: The Secretary,
Indus Mobile Tower Technical Karmchari Sanghatana,
C/o. Sh. Narayan Waman Ghule
75/5, K Sector, Pavan Nagar,
N-9, CIDCO, Aurangabad 431003.

Second party/workman

AWARD

Dtd. 15.02.2020

1 This Reference has been made over by Government of India (Bharat Sarkar) Ministry of Labour by its order dtd. 23/10/2017 to resolve the dispute between the above-named parties in exercise of the powers conferred by clause (d) of sub-section (1) and sub section (2A) of sub-section 10 of the Industrial Disputes Act, 1947 (which shall hereinafter referred to as the I.D.Act,1947) for absorbing him the post of permanent Technician for having served loyally for long period w.e.f. 2.9.2010 by regularizing his service is justified ? If yes, what relief the workman concerned is entitled to ?

2 After receiving the said Reference order from the Central Government, this office has issued notices to the workman/second party to appear in the matter. On perusal of the Bailiff report which is at Ex.3 shows that on behalf of the second party, one Sh. Narayan Waman Ghule who is the Secretary of Indus Mobile Tower Technical Karmchari Sanghatana has received the notice. The Roznama of the proceeding shows that time and again, the opportunity to appear in the matter was given to the second party, but he remains absent. This itself shows that he is not interested to proceed with the matter. Under such circumstances, the matter is kept for order on 15/02/2020 for passing order. Hence, I pass the following Award.

AWARD

- 1 The Reference is answered in negative.
- 2 Copies of the Award be sent to the Appropriate Government for publication.
- 3 No order as to costs.

Dtd. 15.02.2020

D. V. JOSHI, Presiding Officer & Judge

नई दिल्ली, 10 दिसम्बर, 2020

का.आ. 1086.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सैन्ट्रल वेयरहाउसिंग कोरपोरेशन गोडाउन, कुरियाचिरा के प्रबंधन संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय ईरनाकुलम, कोचीन के पंचाट (संदर्भ सं. 06/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 10.12.2020 को प्राप्त हुआ था।

[सं. एल-42011/14/2015-आई आर (एम)]

नवीन वैद्य, उप निदेशक

New Delhi, the 10th December, 2020

S.O. 1086.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 06/2016) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, ERNAKULAM, Cochin as shown in the Annexure, in the industrial dispute between the management of Central Warehousing Corporation Godown, Kuriachira and their workmen, received by the Central Government on 10.12.2020.

[No. L-42011/14/2015- IR(M)]

NAVIN VAIDYA, Dy. Director

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
ERNAKULAM**

Present: Shri. V. Vijaya Kumar, B. Sc, LLM, Presiding Officer(Friday the 27th day of November 2019, 6 Agrahayana 1941)**ID No. 06/2016**

Workman/Union	:	1. The General Secretary Thrissur Jilla General Mazdoor Sangham (BMS) Shornur Road, Thiruvampadi Patturaickal Thrissur - 680022 By Adv. C. Anilkumar
		2. The General Secretary General Workers Union (CITU) CWC Godown Thrissur – 680006 By Adv. K.V. Rejanish
		3. The General Secretary Thrissur Head Load Worker's Union (AITUC) CWC Godown, Kuriachira Thrissur – 680006 By Adv. K.A. Anas
		4. The General Secretary Thrissur Head Load Worker's Union (INTUC) CWC Godown, Kuriachira Thrissur – 680006 By Adv. A.S. Dheeraj
Management	:	The Warehouse Manager Central Warehousing Corporation Godown Kuriachira Thrissur – 680006 By Adv. Elvin Peter P. J.

This case coming up for final hearing on 27.11.2020 and this Tribunal-cum-Labour Court on the same day passed the following:

AWARD

1. In exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (Act 14 of 1947) the Government of India, Ministry of Labour by its order No. L-42011/14/2015-IR(M) dated 20.01.2016 referred the following dispute for adjudication by this Tribunal.
2. The dispute referred is;

“Whether the Demand of the BMS union that the 12 Labourers of their union should be given equal pay as enjoyed by the 44 workers of the AITUC, CITU & INTUC union of CWC godown at Kuriachira, Thrissur is justified? If not what relief they are entitled? ”

3. The present industrial dispute is an inter se dispute between trade unions regarding sharing of work available in the ware house of Central Warehousing Corporation. The dispute was raised by the 1st union.

4. Notice was issued to all the unions in the dispute and also the management. All the unions and the management entered appearance. The unions filed their claim statements. The management also filed written statement against the claim filed by the 1st union. Union 2-4 filed objections to the claim petition filed by the 1st union. At this stage of proceedings the Counsel for the 1st union which raised the claim filed a memo dt. 25.05.2020 informing that the 1st union is not interested to pursue the industrial dispute. Hence the matter was posted on 27.11.2020 to hear the unions 2-4 and the management. There was no representation on the side of other unions as well as the management. Since the 1st union which raised the inter se dispute between the trade unions informed through their Counsel that they are not interested in adjudicating the industrial dispute, the dispute referred to this Tribunal cannot be adjudicated.

5. In the above circumstance a ‘no dispute award’ is passed in this case and reference is answered accordingly.

The award will come into force one month after its publication in the official Gazette.

Dictated to the Personal Assistant, transcribed and passed by me on this the 27th day of November, 2019.

V. VIJAYA KUMAR, Presiding Officer

नई दिल्ली, 10 दिसम्बर, 2020

का.आ. 1087.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार नोएमुन्डी आयरन ओर माइन्स के प्रबंधन संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 1, धनबाद के पंचाट (संदर्भ सं. 238/2000) को प्रकाशित करती है जो केन्द्रीय सरकार को 10.12.2020 को प्राप्त हुआ था।

[सं. एल-26012/14/2000-आई आर (एम)]

नवीन वैद्य, उप निदेशक

New Delhi, the 10th December, 2020

S.O. 1087.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 238/2000) 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 Noamundi Iron Ore Mines and their workmen, received by the Central Government on 10.12.2020.

[No. L-26012/14/2000-IR(M)]

NAVIN VAIDYA, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

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

Reference: No. 238/2000

Employer in relation to the management of Noamundi Iron Ore Mines of M/s. TISCO Ltd.

AND

Their workman

Present: Shri Dinesh Kumar Singh, Presiding Officer

Appearances:

For the Employers : Sri D. K. Verma, Advocate

For the workman. : None

State : Jharkhand.

Industry:- Iron

Dated : 29.09 .2020

AWARD

By Order No.L-26012/14/2000-IR(M) dated 18/08/2000 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 Noamundi Iron Mine of M/s TISCO in dismissing Sh. Arjun Das is justified? If not to what relief the concerned workman Sh. Arjun Das is entitled?”

2. After receipt of the reference, both parties were noticed and both parties appeared for certain dates, but subsequently both the parties left appearing before the Tribunal. Thereafter again regd. notices were issued to both the parties but even then no one appeared. Later on the Ld. Lawyer of management appeared but no one appeared on behalf of the workman/union. Now the Case is pending since 18/09/2000 and workman/union is not appearing before Tribunal. so, it is felt that workman/union has lost its interest in this matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 14 दिसम्बर, 2020

का.आ. 1088.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सैन्ट्रल बैंक आफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ सं. 52/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 14.12.2020 को प्राप्त हुआ था।

[सं. एल-12012/69/2009-आई आर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 14th December, 2020

S.O. 1088.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 52/2009) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the management of Central Bank of India, and their workmen, received by the Central Government on 14.12.2020.

[No. L-12012/69/2009 -IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

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

DATED : 01ST DECEMBER, 2020

PRESENT : JUSTICE SMT. RATNAKALA, Presiding Officer

CR 52/2009**I Party**

Smt. K. Sudha Rani,
No. 12, Gurubasava Nilaya,
Lingaraj Nagar,
Hugar Layout,
Hubli - 580031,

II Party

The Regional Manager,
Central Bank of India,
Regional Office, PB No. 5129,
No. 24, Crescent Road,
Bangalore - 560001.

Appearance :

Advocate for I Party : Mr. V. S. Naik

Advocate for II Party : Mr. F. G. Gudneyyanavar

AWARD

The Central Government vide Order No. L-12012/69/2009-IR(B-II) dated 24.11.2009 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the action of the management of Central Bank of India in dismissing the services of Smt. K. Sudha Rani w.e.f. 12.11.2007 is legal and justified? To what relief the workman concerned is entitled?”

1. The 1st Party workman is the former Clerk of the 2nd Party Bank who is dismissed from service after the charges against her came to be proved in a Departmental Enquiry. She has raised the Industrial Dispute assailing the validity of the procedure and conduct of enquiry, the Report of the Enquiry Officer and the legality of the punishment order. She claims that the punishment is too harsh and disproportionate, now she is unemployed and seeks for reinstatement and monetary compensation.

2. The 2nd Party in their counter statement denied all the allegations levelled in the claim statement and would justify the punishment order as legal and valid. The punishment order passed by the Disciplinary Authority is confirmed by the Appellate Authority by following all the Rules and Regulations and after giving opportunity to the 1st Party.

3. On the basis of rival pleading, a Preliminary Issue was raised in respect of the fairness of the Domestic Enquiry held against the 1st Party workman, after contest the issue was answered in the affirmative by upholding the fairness of the Domestic Enquiry.

4. The documents marked during the enquiry as Ex M-1 to Ex M-93 are not produced with the Enquiry Records. Notice was issued to both parties calling upon them to produce the documents marked in the enquiry as Ex M-1 to Ex M-93. Surprisingly the notice issued to the 2nd Party has returned unserved with the endorsement 'Left'.

5. The 1st Party workman adduced evidence about her unemployment from the date of dismissal.

6. The allegation is that of unauthorised absence. The details of the unauthorised absence was cited in the Charge Sheet dated 03.08.2007. The unauthorised absence spreads over from 06.10.2004 to 25.05.2007 and till the date of Charge Sheet. It was not a continuous absence but intermittent absence totalling to 607 days. In the very same Charge Sheet, her previous punishment on the similar act in the year 2005 was also referred. It was also alleged in the Charge Sheet that she '*.....was called back for duty vide letter dated 28.03.2007, but she has failed to report back for her duty till date. Mrs. K Sudharani has been sending letters requesting for extension of leave without specifying the nature of ailment which warrants such long absence but has forwarded Medical Certificates casually in support of her claim. The copy of Medical certificate issued by District Surgeon submitted along with the reply to the memo recommends rest upto 25.05.2007. But Mrs K Sudharani continued to remain absent till date and just submitted copies of the same Medical Certificate issued upto 25.05.2007 by adding extension of the dates which is not acceptable.*'

7. The Presenting Officer had submitted a detailed written brief (Ex M-15) along with Annexure detailing the period of leave, nature of leave (casual, privilege, sick, unavailed leave, loss of pay, totally 608 days of LOP between 10.02.2004 to 03.08.2007). In response to the same the 1st Party in her letter dated 15.10.2007 (Ex M-16) had stated that *Annexure one to Mr. Sreenidhi (Presenting Officer) letter dated 08.10.2007 is not in conformity with leave period maintain at Regional Office 20.01.2004.*

8. The CSE since denied the charges the enquiry was proceeded; in the initial stage of enquiry with the assistance of her Defence Representative she had appeared but thereafter did not pursue her defence.

One witness working as Assistant Manager at the Regional Office of the 2nd Party who is also in-charge of leave records was examined for the Management. He identified the documents produced by the Management as office records in the staff file of the CSE and the documents are marked through him as ME-1 to ME-93. He gave an account of the leave debited to the CSE's leave account. The CSE did not attend the enquiry hearing to cross examine the witness.

The next witness for the Management was the Manager at the Regional Office, Bangalore who is in-charge of GAD Department, he explained the documents already marked.

1st Party remained absent and did not cross examine this witness also. The enquiry came to be closed.

9. The Enquiry Officer in the body of his finding for his convenience analysed the charges as:

- i) She was punished earlier for her unauthorised absence.
- ii) She continued to remain absent very frequently without

obtaining any prior permission or notice to the Competent Authority

10. Two documents ME-2 and ME-3 are said to be the orders of the Disciplinary Authority awarding punishment to her (in respect of her previous unauthorised absence). ME-91 Leave Register, ME-92 Muster Roll of the staff of Regional Office, Bangalore from October 2004 to 03.08.2007. The communications between the CSE and the Regional Office like leave applications, letter addressed by the Regional Office, Postal acknowledgement, memos issued to her for remaining absent, unclaimed memo from her, medical fitness certificates produced by her for her absence, the order deputing her to Indiranagar Branch, the letter of the Branch Manager of Indiranagar stating that during her tenure at the said branch she remained absent on two occasions without submitting leave applications, the letter from Miller Road Branch to Indiranagar Branch etc. On the scrutiny of these documents only, the Enquiry Officer had found that,

*“CSE is habitual in absenting herself from the duties very frequently without obtaining any permission or notice to the competent authority, which has put the Bank to lot of inconvenience. Her action constitutes misconduct as per clause 5(j) of Disciplinary Action procedure for workmen dated 10.04.2002. Hence, I hold that the charge is **PROVED**”.*

11. To evaluate the correctness of the Enquiry Report the documentary evidence which were dwelled upon by the Enquiry Officer was required; unfortunately the documents exhibited during enquiry are not made available by the 2nd Party. It was an ex-parte enquiry and no burden can be entrusted on the 1st Party to produce the copies of the documents marked during the enquiry. The 2nd Party on the direction issued by this Court produced 80 documents, they are all leave applications, medical certificates / fitness certificates, previous punishment orders, memos etc. One thing is certain from these documents that, throughout her service was not on smooth sail, she is a habitual absentee. Unfortunately, I do not find any mark on any of these documents for having been produced during the Domestic Enquiry and exhibited as Management Document. Hence, these documents cannot be counted upon to evaluate the correctness of the Enquiry Record. In that view of the matter, this Tribunal is disabled to either uphold or reject the correctness of the Enquiry Report. Consequently, the punishment order imposed on the workman acting on the Enquiry Report cannot be endorsed.

Hence, it is inevitable to record a finding to the referred issue that, the action of the management of Central Bank of India in dismissing the services of Smt. K Sudha Rani w.e.f 12.11.2007 is not legal and not justified. Having said so, the immediate task is, to frame the relief.

12. It is not her case that on each occasion she had gone on leave by submitting leave letters or she had worked on the dates which are considered as unauthorised leave by the 2nd Party. Going by her claim statement averments all her leave was directly connected to medical issue of herself, her husband and family problems, as her husband who was an employee of State Bank of India was posted at the place away from her. She has not disputed two minor punishments suffered by her on the previous occasions.

13. The punishment order is not interfered on its merits but due to the lapses on the part of the 2nd Party for not producing the documents marked during the Enquiry. As per her affidavit evidence given before this Court on 30.09.2019 she is not employed anywhere for gain and is aged 50 years that is to say that she is eligible to render service on reinstatement. Though she has contended that after the dismissal from her service she could not get alternate employment, in the peculiar facts of the circumstances, I am not inclined to order back wages.

AWARD

The Reference is accepted.

The action of the management of Central Bank of India in dismissing the services Smt. K. Sudha Rani w.e.f. 12.11.2007 is not legal and not justified.

2nd Party is directed to reinstate the workman to her original post without back wages with continuity of service only for the purpose of calculating her terminal benefits on her attaining superannuation.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 01st December, 2020)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 14 दिसम्बर, 2020

का.आ. 1089.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक आफ बड़ौदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ सं. 61/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 14.12.2020 को प्राप्त हुआ था।

[सं. एल-12011/39/2013-आई आर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 14th December, 2020

S.O. 1089.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 61/2014) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda, and their workmen, received by the Central Government on 14.12.2020.

[No. L-12011/39/2013 -IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR.**

Present: Sri B. C. Rath, LL.B., Presiding Officer,
Central Government Industrial Tribunal, Bhubaneswar

I.D. Case No. 61 of 2014

This the 14th day of ,October, 2019

1. The Regional Manager,
Bank of Baroda, Regional Office,
Orissa Region, Ispat Bhawan, Unit-IV,
271, Bidyut Marg, Bhubaneswar. (Orissa)-751001.

2. The Senior Branch Manager,
Bank of Baroda, Patnagarh Branch,
P.O. Patnagarh, District – Bolangir. (Orissa).

...1st Party Managements**-Versus-**

The General Secretary,
All Orissa Bank of Baroda Karmachari Saangh,
C/o. Bank of Baroda , Sector-19, Rourkela.
District-Sundargarh.

...2nd Party Union**AWARD**

This Industrial Dispute Case is registered in the event of the reference received from the Government of India Ministry of Labour and Employment in exercising its authority conferred under clause(d) of sub-section(1) and sub-section(2A) of Section 10 of the I.D. Act, 1947 (14 of 1947) vide their Letter No. L-12011/39/2013-IR(B-II) Dated 17.7.2013 for adjudication:-

“Whether the claim of the All Orissa Bank Of Baroda Karmachari Sangh in allowing the workman Sri Jogeswar Meher to appear for the interview for the post of Sweeper-cum-Peon in Bank of Baroda for rendering more than 2 years continuous service at Patnagarh Branch of the Bank is legal and or justified? What relief the workman is entitled to ?”

“Whether the claim of the All Orissa Bank of Baroda Karmachari Sangh in allowing the workman Sri Jogeswar Meher to give preference over other candidate and to regularize him in the post of Sweeper – cum- peon even if he has crossed the age limit, has not obtained the required qualification or has not been sponsored through Employment Exchange but, for his satisfactory

work done for continuously more than two years in Patnagarh branch of Bank of Baroda? What relief the workman is entitled to ?”

2. Neither party is present. It is seen from the record that after filing of statement of claim by the 2nd Party Union and the written statement by the Management Bank date was fixed to 11.7.2018 for hearing on settlement of issues and admission of documents by the parties if any. Neither the 2nd Party Union nor the Management appeared on 11.7.2018 and on subsequent date of adjournments five in numbers. The case is fixed to day as a matter of last chance giving opportunity to the Union to proceed with their claim on the pleadings advanced in the statement of claim. Since the 2nd Party failed to appear and adduce his evidence in support of the claim advanced in the statement of claim, there is no material before this Tribunal on the basis of which the dispute under reference can be adjudicated judicially.

3. It is pertinent to mention here that until adjudication of the dispute referred to by the authority concerned, there is no provision in the Act to pass a no dispute award or nil award due to failure of the disputant to make his appearance and to prosecute his claim. Passing of no dispute or Nil award in absence of the disputant or both the parties as per the settled principles would be a misconception and the above position is settled by the Hon’ble High Court of Odisha in the case between M/s. IDL Chemicals Limited – Versus- P.O. Labour Court, Sambalpur reported in 72(1991) CLT 73 and in the decision of the Calcutta High Court in the case of B.R. Bermen and Mohatta (India) Pvt. Ltd., -Versus- Seventh Industrial Tribunal, West Bengal and others (short noted in 1977 Lab. I.C.(NOC) 13 (CAL) the Hon’ble High Courts have held that so long as the dispute remains unsettled and the proceeding came to an end without adjudication of the dispute between the parties, the dispute persist and there is no bar under the Act whereby the Government is precluded from referring the dispute over and again so that there may be an industrial adjudication as contemplated by the Act. Having regard to the above facts and circumstances as well as the settled principles it is just and appropriate to dismiss the case registered on the reference of the dispute with no award due to default of the 2nd Party Union and the reference is disposed of accordingly. A copy of this order be sent to the Government of India Ministry of Labour for necessary action at their end.

Dictated & corrected by me.

B.C. RATH, Presiding Officer

नई दिल्ली, 14 दिसम्बर, 2020

का.आ. 1090.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार न्यू मंगलोर पोर्ट ट्रस्ट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ सं. 02/2020) को प्रकाशित करती है जो केन्द्रीय सरकार को 14.12.2020 को प्राप्त हुआ था।

[सं. एल-45011/02/2019-आई आर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 14th December, 2020

S.O. 1090.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 02/2020) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the management of New Mangalore Port Trust, and their workmen, received by the Central Government on 14.12.2020.

[No. L-45011/02/2019 IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**DATED : 1st DECEMBER 2020

PRESENT : JUSTICE SMT. RATNAKALA, Presiding Officer

C R No. 02/2020**I Party**

The General Secretary,
New Mangalore Port & Dock Workers
Union, Market Building, Panambur,
MANGALORE – 575 010.

II Party

The Secretary,
New Mangalore Port Trust,
NMP Wharf Co-operative Canteen, Panambur,
MANGALORE – 575 010.

Appearances:

I Party : None

II Party : None

1. The Government of India, Ministry of Labour vide order No. L-45011/02/2019-IR(B-II) dated 23.12.2019 in exercise of the power conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as “The Act”) (14 of 1947) referred the following Industrial Dispute to this Tribunal for adjudication:

SCHEDULE

“Whether the demand of the new Mangalore Port & Dock Worker’s Union, Panambur to grant Earned Leave, Casual Leave and Overtime Wages to 9 Casual / daily rated Employees (as per annexure) working in New Mangalore Port Wharf Co-operative Canteen Limited over New Mangalore Port Trust, as extended to monthly rated regularly employees of the canteen, is legal, justified & proper? If yes, what relief the workmen are entitled to?”

2. On receipt of the reference order, notice was issued to both parties and served. But they have not appeared nor did anybody represented them.

3. In the circumstance, it is inevitable to hold that the 1st Party failed to justify their demand and concerned workmen are not entitled for any relief.

AWARD**Reference is Rejected.**(Dictated to U D C, transcribed by him, corrected and signed by me on 1st DECEMBER 2020)

JUSTICE SMT. RATNAKALA, Presiding Officer

नई दिल्ली, 14 दिसम्बर, 2020

का.आ. 1091.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार न्यू मंगलोर पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलोर के पंचाट (01/2020) को प्रकाशित करती है जो केन्द्रीय सरकार को 14.12.2020 को प्राप्त हुआ था।

[सं. एल-45011/01/2019-आई आर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 14th December, 2020

S.O. 1091.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 01/2020) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the management of New Mangalore Port Trust, and their workmen, received by the Central Government on 14.12.2020.

[No. L-45011/01/2019 IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

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

DATED :1st DECEMBER 2020

PRESENT : JUSTICE SMT. RATNAKALA, Presiding Officer

C R No. 01/2020

I Party

The General Secretary,
New Mangalore Port Staff Association, Behind
NMPT Co-operative Canteen, Panambur,
MANGALORE – 575 010.

II Party

The Chairman,
New Mangalore Port Trust,
Panambur,
MANGALORE – 575 010.

Appearances :

I Party : None

II Party : Sh. Ramesh Upadhyaya, Advocate

1. The Government of India, Ministry of Labour vide order No. L-45011/01/2019-IR(B-II) dated 23.12.2019 in exercise of the power conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as “The Act”) (14 of 1947) referred the following Industrial Dispute to this Tribunal for adjudication:

SCHEDULE

“Whether the demand of the New Mangalore Port Staff Association, Panambur, for granting of 3rd MACP to Sh. Sudhakara, Junior Assistant, New Mangalore Port Trust if correct? And

Whether the demand of the Union for regularization of adhoc service of the workman w.e.f. 01.11.1980 in New Mangalore Port Trust, is legal, justified and proper?

If yes, what relief the workman is entitled to?”

2. On receipt of the reference order, notice was issued to both parties. Notice was served on the 1st Party. 2nd Party though appeared through their Counsel have not filed their statement

3. In the circumstance, it is inevitable to hold that the 1st Party failed to justify their demand and concerned workmen are not entitled for any relief.

AWARD

Reference is Rejected.

(Dictated to U D C, transcribed by him, corrected and signed by me on 1st DECEMBER 2020)

JUSTICE SMT. RATNAKALA, Presiding Officer