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प्राधिकार से प्रकाशित
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सं. 10] नई दिल्ली, मार्च 7—मार्च 13, 2021 शनिवार/फाल्गुन 16—फाल्गुन 22, 1942
No. 10] NEW DELHI, MARCH 7—MARCH 13, 2021, SATURDAY/ PHALGUNA 16—PHALGUNA 22, 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)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 11 मार्च, 2021

का.आ. 193.—केन्द्र सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 5 की उप धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उत्तर प्रदेश राज्य सरकार, आदेश सं. 383/6-पी-2021, दिनांक 08.03.2021, गृह (पुलिस) अनुभाग-11, लखनऊ के माध्यम से जारी सहमति से, मिथ्या/जाली कंपनियों के नाम से जाली बीजक/बिल के जरिए झारखंड, पश्चिम बंगाल, बिहार, मध्य प्रदेश इत्यादि से वर्षों से अवैध रूप से उत्खनन किए गए कोयले की बिक्री-क्रय, चोरी और हस्तांतरण तथा उत्तर प्रदेश सहित बाजार में उनकी अवैध बिक्री के संबंध में मुगलसराय थाना, जिला-चंदौली में भारतीय दण्ड संहिता

(1860 का 45) की धाराएं 379, 420, 467, 468, 471, 120बी और भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का 49) की धारा 13(1)(ए) के तहत, दर्ज मामला अपराध सं. 70/2021 से जुड़े अपराध(धों) का अन्वेषण तथा ऐसे अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा और/अथवा षड्यंत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त उत्तर प्रदेश राज्य में करती है।

[फा. सं. 228/14/2021-एवीडी-II]

एस.पी.आर. त्रिपाठी, उप सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSION

(Department of Personnel and Training)

New Delhi, the 11th March, 2021

S.O. 193.—In exercise of the powers conferred by sub section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the State Government of Uttar Pradesh, issued vide Order No. 383/6-P-2021 dated 08.03.2021, Home (Police) Section-11, Lucknow, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole State of Uttar Pradesh for investigation into the offence(s) relating to case Crime No. 70/2021, registered at Police Station Mughalsarai, District Chandauli, under sections 379, 420, 467, 468, 471, 120B of the Indian Penal Code (45 of 1860) and section 13(1)(a) of the Prevention of Corruption Act, 1988 (49 of 1988) pertaining to illegal sale-purchase, theft and transfer of illegally excavated coal from Jharkhand, West Bengal, Bihar, Madhya Pradesh etc. and illegal sale thereof into the market including Uttar Pradesh since years by way of forged invoice/bill in the name of false/forged companies and any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/14/2021-AVD-II]

S.P.R. TRIPATHI, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 10 मार्च, 2021

का.आ. 194.—केंद्रीय सरकार, तेल उद्योग (विकास) अधिनियम, 1974 (1974 का 47) की धारा 3 की उपधारा (3) (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा डॉ एसएसवी रामकुमार, निदेशक (आरएंडडी), आईओसीएल को 01.02.2021 से 31.01.2022 तक या अगले आदेश होने तक, जो भी पहले हो, तेल उद्योग विकास बोर्ड का सदस्य नियुक्त करती है।

[फा. सं. जी-38011/41/2016-वित्त-I]

पेरिन देवी, निदेशक

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 10th March, 2021

S.O. 194.—In exercise of the Powers conferred by Sub-Section 3(d) of Section 3 of the Oil Industry (Development) Act, 1974 (47 of 1974), the Central Government hereby appoints Dr. SS V. Ramakumar, Director (R&D), IOCL as a member of the Oil Industry Development Board w.e.f. 01.02.2021 to 31.01.2022 or until further orders, whichever is earlier.

[F. No. G-38011/41/2016-Fin.I]

PERIN DEVI, Director

सामाजिक न्याय और अधिकारिता मंत्रालय**(सामाजिक न्याय और अधिकारिता विभाग)**

नई दिल्ली, 11 मार्च, 2021

का.आ. 195.—संविधान के अनुच्छेद 338 के खंड (3) में निहित शक्तियों का प्रयोग करते हुए, भारत के राष्ट्रपति द्वारा अपने हस्ताक्षर एवं सील के अंतर्गत राष्ट्रीय अनुसूचित जाति आयोग (एनसीएससी) में अध्यक्ष, उपाध्यक्ष एवं 2 अन्य सदस्यों के संबंध में दिनांक 16 फरवरी, 2021 को जारी किए गए नियुक्ति वारंट के अनुसरण में निम्नलिखित व्यक्तियों ने उनके नाम के सामने दर्शायी गई तारीख से तीन वर्ष की अवधि के लिए अपना-अपना कार्यभार ग्रहण कर लिया है।

क्रम सं.	नाम	पदनाम	कार्यभार ग्रहण करने की तारीख
1.	श्री विजय साम्पला	अध्यक्ष	24.02.2021
2.	श्री अरुन हालदार	उपाध्यक्ष	18.02.2021
3.	श्रीमती अन्जू बाला	सदस्य	25.02.2021
4.	श्री सुभाष रामनाथ पारधी	सदस्य	18.02.2021

[फा. सं. 17016/22/2020-एससीडी-VI]

आर.पी. मीणा, संयुक्त सचिव

MINISTRY OF SOCIAL JUSTICE AND EMPOWERMENT**(Department of Social Justice and Empowerment)**

New Delhi, the 11th March, 2021

S.O. 195.—In pursuance of the Warrant of Appointment issued on the 16th February, 2021 in respect of the Chairperson, Vice-Chairperson and two Members by the President of India under his hand and seal by virtue of powers vested in him under Clause (3) of Article 338 of the Constitution, the following persons have assumed charge of their respective offices in the National Commission for Scheduled Castes (NCSC) for a period of three years with effect from the dates shown against each of them.

S.No.	Name	Designation	Date of assumption of charge
1	Shri Vijay Sampla	Chairman	24.02.2021
2	Shri Arun Halder	Vice Chairman	18.02.2021
3	Smt. Anju Bala	Member	25.02.2021
4	Shri Subhash Ramnath Pardhi	Member	18.02.2021

[F. No.17016/22/2020-SCD.VI]

R. P. MEENA, Jt. Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 3 मार्च, 2021

का.आ. 196.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीनियर जेनरल मैनेजर, एनटीपीसी मौदा, पोस्ट मौदा, जिला-नागपुर (महाराष्ट्र); और परियोजना प्रबंधक, आईवीआरसी लिमिटेड, ठेकेदार एनटीपीसी मौदा, जिला, नागपुर (महाराष्ट्र), के प्रबंधन के संबंध में नियोजकों और

अध्यक्ष, मौदा विज प्रकल्प मजदूर संघ, हाउस ऑफ श्री प्रेम रोडेकर, तारसा रोड, कन्हान, तहसील पारसिवनी, जिला नागपुर, (महाराष्ट्र) के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या CGIT/NGP/86/2018-19) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 24.02.2021 को प्राप्त हुआ था।

[सं. एल-42011/45/2018-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 3rd March, 2021

S.O. 196.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/NGP/86/2018-19) of the Central Government Industrial Tribunal-cum-Labour Court Nagpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Sr. General Manager, NTPC Mouda, Post Mouda, Distt-Nagpur (Maharashtra); and The Project Manager, IVRC Ltd., Contractor NTPC Mouda, District, Nagpur (Maharashtra), and The President, Mouda Vij Prkalp Mazdoor Sangh, House of Sh. Prem Rodekar, Tarsa Road, Kanhan, Tahsil. Parseoni, Distt. Nagpur (Maharashtra) which was received by the Central Government on 24.02.2021.

[No. L- 42011/45/2018-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE SHRI S.S. GARG, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/86/2018-19

Date: 05.03.2020

Party No.1(a)

The Sr. General Manager, NTPC Mouda
Po/Tq. Mouda Distt- Nagpur-441104

Party No.1(b)

The Project Manager,
IVRC Ltd. Contractor NTPC Mouda
Po/Tq.Mouda Distt, Nagpur
Nagpur - 441104

V/s.

Party No.2:

The President,
Mouda Vij Prkalp Mazdoor Sangh.
House of Sh. Prem Rodekar, Tarsa Road,
Kanhan, Tah. Parseoni, Distt. Nagpur-441404

AWARD

(Dated: 05th March, 2020)

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 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the Management of IVRC Ltd. Contractor NTPC Mouda and their workman, Shri Jitendra Prakash Ganvir for adjudication, as per letter No.L-42011/45/2018-IR (DU) dated 12.02.2018, with the following schedule:-

"Whether oral termination of services of contract workman Sh.Jitendra Prakash Ganvir w.e.f 20/09/2017 who was working as contract workman w.e.f. 20/12/2012 by sub-contractor namely M/s. R. K. Trivedi main contractor IVRCL Ltd. of Principal employer NTPC Mouda distt. Nagpur without following mandatory provision of Section 25-F of the ID Act, 1947 is legal and justified ? If not, to what relief to the said contract workman is entitled to and to what extent?"

1. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement. In response to which the Union "Mouda Vij Prkalp Mazdoor Sangh" ("Party No. 2" in short) did not

appear and did not file statement of claim. The management ("Party No. 1" in short) appeared before the Tribunal but did not file their Written Statement.

2. On perusal of the record, it appears that notices were issued to the parties and acknowledgment slips were received by this office which is enclosed in the file. In my humble opinion, the union/Party No. 2 by knowingly, did not appear nor contested the case. I think petitioner is not interested to contest the case. Hence, it is ordered:-

ORDER

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

S. S. GARG, Presiding Officer

नई दिल्ली, 3 मार्च, 2021

का.आ. 197.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार समूह महाप्रबंधक, नेशनल थर्मल पावर कंपनी लिमिटेड, पोस्ट तहसील मौदा, जिला नागपुर, (महाराष्ट्र) और प्रबंध निदेशक/महाप्रबंधक, पबला कंस्ट्रक्शंस प्रा.लि. एन.टी.पी.सी. मौदा, पोस्ट और तहसील मौदा, नागपुर, (महाराष्ट्र) और प्रबंधक, आर.एस. पबला कंस्ट्रक्शन प्राइवेट लिमिटेड, पंजीकृत कार्यालय, 15-15-9 /7, फ्लैट नंबर 402, 4वीं मंजिल ईश्वर लक्ष्मी राम सुब्बा राव रेजीडेंसी, विशाखापत्तनम (ए.पी.), और प्रबंधक, आर.एस. पबला कंस्ट्रक्शन प्रा.लि.डॉ. कॉर्पोरेट ऑफिस, फ्लैट नंबर 302, तीसरी मंजिल, साई कुटीर अपार्टमेंट, वेंकटेश्वर नगर, विशाखापत्तनम (ए.पी.) के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, मौदा विज प्रकल्प मजदूर संघ, हाउस ऑफ श्री प्रेम रोडेकर, तारसा रोड, कन्हान, तहसील पारसिवनी, जिला नागपुर, (महाराष्ट्र) के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या CGIT/NGP/72/2018-19) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 24/02/2021 को प्राप्त हुआ था।

[सं. एल-42011/80/2018-आईआर-(डीयू)]

डी. के. हिमांशु, अवसर सचिव

New Delhi, the 3rd March, 2021

S.O. 197.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/NGP/72/2018-19) of the Central Government Industrial Tribunal-cum-Labour Court Nagpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Group General Manager, National Thermal Power Co. Ltd. Post Tahsil Mouda, District Nagpur, (Maharashtra) and The Managing Director/General Manager, Pabla Constructions Pvt. Ltd. N.T.P.C. Mouda, Post & Tahsil Mouda, Nagpur, (Maharashtra) and The Manager, R.S. Pabla Construction Pvt. Ltd. Registered Office, 15-15-9/7, Flat No. 402, 4th floor Eswar Laxmi Rama Subba Rao Residency, Vishakapatnam (A.P.) and The Manager, R.S. Pabla Construction Pvt. Ltd. Corporate Office, Flat No. 302, 3rd floor, Sai Kutir Apartment, Venkateswara Nagar, Vishakapatnam (A.P.) and The Manager, R.S. Pabla Construction Pvt. Ltd. Corporate Office, Flat No. 302, 3rd floor, Sai Kutir Apartment, Venkateswara Nagar, Vishakapatnam (A.P.), and The President, Mouda Vij Prkalp Mazdoor Sangh, House of Sh. Prem Rodekar, Tarsa Road, Kanhan, Tahsil. Parseoni, Distt. Nagpur (Maharashtra), which was received by the Central Government on 24.02.2021.

[No. L- 42011/80/2018-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**BEFORE SHRI S.S. GARG, PRESIDING OFFICER, CGIT-CUM-LABOURT COURT, NAGPUR****Case No. CGIT/NGP/72/2018-19**

Date: 05.03.2020

Party No.1(a)

The Group General Manager,
National Thermal Power Co. Ltd.
At. PO. Tah. Mouda,
District : Nagpur-441104

Party No.1(b)

The Managing Director/General Manager,
M/s. Pabla Constructions Pvt. Ltd.
N.T.P.C. Mouda, Post & Tah. Mouda , Nagpur -441104

Party No.1(c)

The Manager ,
M/s. R.S. Pabla Construction Pvt. Ltd.
Regd.Office, 15-15-9/7, Flat No. 402,
4th floor Eswar Laxmi Rama Subba Rao Residency,
Vishakapatnam (A.P.)-530002

Party No.1(d)

The Manager,
M/s. R.S. Pabla Construction Pvt. Ltd.
Corporate Office , Flat No. 302, 3rd floor,
Sai Kutir Apartment, Venkateswara Nagar,
Vishakapatnam (A.P.) -530002

V/s.

Party No.2:

The President,
Mouda Vij Prakalp Mazdoor Sangh,

House of Sh. Prem Rodekar, Tarsa Road,
Kanhana, Tah. Parseoni, Distt. Nagpur-441404

AWARD(Dated: 05th March, 2020)

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 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the Management of NTPC Mouda Nagpur principal Employer and M/s. RS Pabla Constructions Pvt. Ltd., and their workman, Shri Kishan Malhari Bhotmange for adjudication, as per letter **No.L-42011/80/2018-IR (DU) dated 21.12.2018**, with the following schedule:-

"Whether the action of the Management of National Thermal Power Company Ltd. Mouda, Distt. Nagpur Principal Employer and M/s. RS Pabla Construction Pvt.Ltd. Contractor in terminating the service w.e.f 14/09/2016 of Sh. Kishan Malhari Bhotmange, office Boy who was employed w.e.f. 01/01/2014 is just fair and legal? If not, to what relief the Union Mouda Vij. Prakalp Mazdoor Sangh, House of Shri prem Rodekar, Trasa Road, Kanhana, Tah.Prseoni, Distt. Nagpur and workmen is entitled to?"

On receipt of the reference, parties were noticed to file their respective statement of claim and written statement. In response to which the Union "Mouda Vij Prakalp Mazdoor Sangh" ("Party No. 2" in short) did not appear and did not file statement of claim. The management ("Party No. 1" in short) appeared before the Tribunal but did not file their Written Statement.

1. On perusal of the record, it appears that notices were issued to the parties and acknowledgment slips were received by this office which is enclosed in the file. In my humble opinion, the union/Party No. 2 by knowingly, did not appear nor contested the case. I think petitioner is not interested to contest the case. Hence, it is ordered:-

ORDER

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

S. S. GARG, Presiding Officer

नई दिल्ली, 3 मार्च, 2021

का.आ. 198.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ग्रुप जनरल मैनेजर, नेशनल थर्मल पावर कंपनी लिमिटेड, पोस्ट तहसील मौदा, जिला नागपुर (महाराष्ट्र); और प्रबंध निदेशक, ब्रिज एंड रूफ कंपनी (इंडिया) लिमिटेड, सी / ओ एन.टी.पी.सी. स्टेशन पाइपिंग पैकेज, मौड एसटीपीपी (स्टेज-II), मौड आर्मेटेड रोड, पोस्ट, मौड, नागपुर (महाराष्ट्र), के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, मौदा विज प्रकल्प मजदूर संघ, हाउस ऑफ श्री प्रेम रोडेकर, तारसा रोड, कन्हान, तहसील पारसिवनी, जिला नागपुर, (महाराष्ट्र) के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या CGIT/NGP/44/2018-19) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 24.02.2021 को प्राप्त हुआ था।

[सं. एल-42011/158/2018-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 3rd March, 2021

S.O. 198.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/NGP/44/2018-19) of the Central Government Industrial Tribunal-cum-Labour Court Nagpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Group General Manager, National Thermal Power Co. Ltd., Post Tahsil Mouda, District Nagpur (Maharashtra); and The Managing Director, Bridge and Roof Co. (India) Ltd., C/o N.T.P.C. Station Piping Package, Maude STPP (Stage –II), Maude Armtd Road, Post, Maude, Nagpur (Maharashtra), and The President, Mouda Vij Prkalp Mazdoor Sangh, House of Sh. Prem Rodekar, Tarsa Road, Kanhan, tahsil. Parseoni, Distt. Nagpur (Maharashtra) which was received by the Central Government on 24.02.2021.

[No. L- 42011/158/2018-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**BEFORE SHRI S.S.GARG, PRESIDING OFFICER, CGIT-CUM-LABOURT COURT, NAGPUR****Case No. CGIT/NGP/44/2018-19**

Date: 05.03.2020

Party No.1(a)

The Group General Manager,
National Thermal Power Co. Ltd.
At. PO. Tah. Mouda,
District : Nagpur-441104

Party No.1(b)

The Managing Director,
Bridge and Roof Co. (India) Ltd.
C/o N.T.P.C. Station Piping Package, Maude STPP
(Stage –II), Maude Armtd Road, Post, Maude,
Nagpur -441104

V/s.

Party No.2:

The President,
Mouda Vij Prkalp Mazdoor Sangh,

House of Sh. Prem Rodekar, Tarsa Road,
Kanhan, Tah. Parseoni, Distt. Nagpur-441404

AWARD
(Dated: 05th March, 2020)

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 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the Management of NTPC Mouda and their workman, Shri Vinod Ramraoji Lekurwale and 4 others (appointed through contractor) for adjudication, as per letter No. L-42011/158/2018-IR (DU) dated 26.10.2018, with the following schedule:-

"Whether termination of services Sh. Vinod Ramraoji Lekurwale and 4 others (appointed through contractor) w.e.f 05/2/2017 by the Management of NTPC Mouda, Nagpur w.e.f. 5.2.2017 is legal and justified? If not, what relief Shri Vinod Ramraoji Lekurwale and 4 others are entitled to and what directions are necessary in the case?"

1. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement. In response to which the Union "Mouda Vij Prkalp Mazdoor Sangh" ("Party No. 2" in short) did not appear and did not file statement of claim. The management ("Party No. 1" in short) appeared before the Tribunal but did not file their Written Statement.

2. On perusal of the record, it appears that notices were issued to the parties and acknowledgment slips were received by this office which is enclosed in the file. In my humble opinion, the union/Party No. 2 by knowingly, did not appear nor contested the case. I think petitioner is not interested to contest the case. Hence, it is ordered:-

ORDER

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

S. S. GARG, Presiding Officer

नई दिल्ली, 3 मार्च, 2021

का.आ. 199.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार परियोजना प्रबंधक, आईवीआरसी लिमिटेड, ठेकेदार एनटीपीसी मौदा, जिला नागपुर, (महाराष्ट्र) और समूह महाप्रबंधक, नेशनल थर्मल पावर कंपनी लिमिटेड जिला नागपुर (महाराष्ट्र) के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, मौदा विज प्रकल्प मजदूर संघ, हाउस ऑफ श्री प्रेम रोडेकर, तारसा रोड, कन्हान, तहसील पारसिवनी, जिला नागपुर, (महाराष्ट्र) के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या CGIT/NGP/35/2018-19) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 24.02.2021 को प्राप्त हुआ था।

[सं. एल-42011/44/2018-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 3rd March, 2021

S.O. 199.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/NGP/35/2018-19) of the Central Government Industrial-Tribunal-cum Labour Court Nagpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Project Manager, IVRC Ltd., Contractor NTPC Mouda, District, Nagpur (Maharashtra); and The Group General Manager, National Thermal Power Co. Ltd. District Nagpur (Maharashtra), and The President, Mouda Vij Prkalp Mazdoor Sangh, House of Sh. Prem Rodekar, Tarsa Road, Kanhan, tahsil. Parseoni, Distt. Nagpur (Maharashtra) which was received by the Central Government on 24.02.2021.

[No. L- 42011/44/2018-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**BEFORE SHRI S.S.GARG, PRESIDING OFFICER, CGIT-CUM-LABOURT COURT, NAGPUR****Case No. CGIT/NGP/35/2018-19**

Date: 05.03.2020

Party No.1(a)

The Project Manager
IVRC Ltd., Contractor NTPC Mouda,
At. PO. Tah. Mouda,
District : Nagpur-441104

Party No.1(b)

The Group General Manager,
National Thermal Power Co. Ltd.
At. PO. Tah. Mouda,
District : Nagpur-441104

V/s.

Party No.2:

The President,
Mouda Vij Prakalp Mazdoor Sangh.
House of Sh. Prem Rodekar, Tarsa Road,
Kanhana, Tah. Parseoni, Distt. Nagpur-441404

AWARD**(Dated: 05th March, 2020)**

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 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the Management of IVRC Ltd. Contractor NTPC Mouda and their workman, (i) Shri Biranchi N. Sagar & (II) Sh. Kamal Dashrath Ganvir, for adjudication, as per letter No. L-42011/44/2018-IR (DU) dated 07.09.2018, with the following schedule:-

"Whether oral termination of services of two contract workman namely (1) Sh. Biranchi N. Sagar & (2) Sh. Kamol Dashrath Ganvir w.e.f 30/6/2015 by contractor namely IVRCL Ltd. of NTPC Mouda distt. Nagpur without following mandatory provision of Section 25-F of the ID Act, 1947 is legal and justified ? If not, to what relief to the said contract workman is entitled to?"

1. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement. In response to which the Union "Mouda Vij Prakalp Mazdoor Sangh" ("Party No. 2" in short) did not appear and did not file statement of claim. The management ("Party No. 1" in short) appeared before the Tribunal but did not file their Written Statement.
2. On perusal of the record, it appears that notices were issued to the parties and acknowledgment slips were received by this office which is enclosed in the file. In my humble opinion, the union/Party No. 2 by knowingly, did not appear nor contested the case. I think petitioner is not interested to contest the case. Hence, it is ordered:-

ORDER

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

S. S. GARG, Presiding Officer

नई दिल्ली, 3 मार्च, 2021

का.आ. 200.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार समूह महाप्रबंधक, नेशनल थर्मल पावर कंपनी लिमिटेड जिला नागपुर (महाराष्ट्र) और प्रबंध निदेशक/महाप्रबंधक, मैसर्स एल एंड टी लिमिटेड एनटीपीसी, मौडा, पोस्ट और तहसील मौडा, नागपुर (महाराष्ट्र) के प्रबंधतंत्र के संबद्ध नियोजकों और अध्यक्ष, मौडा विज प्रकल्प मजदूर संघ, हाउस ऑफ श्री प्रेम रोडेकर, तारसा रोड, कन्हान, तहसील पारसिवनी, जिला नागपुर, (महाराष्ट्र) के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार

औद्योगिक अधिकरण- सह- श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या CGIT/NGP/85/2018-19) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 24.02.2021 को प्राप्त हुआ था।

[सं. एल-42011/163/2018-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 3rd March, 2021

S.O. 200.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/NGP/85/2018-19) of the Central Government Industrial Tribunal-cum-Labour Court Nagpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Group General Manager, National Thermal Power Co. Ltd. Tehsil Mouda, District Nagpur (Maharashtra), and The Managing Director/General Manager, M/s. L&T Ltd. NTPC, Mouda, Post & Tahsil Mouda, Nagpur (Maharashtra); and The President, Mouda Vij Prakalp Mazdoor Sangh, House of Sh. Prem Rodekar, Tarsa Road, Kanhan, Tahsil. Parseoni, Distt. Nagpur (Maharashtra) which was received by the Central Government on 24.02.2021.

[No. L- 42011/163/2018-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE SHRI S.S. GARG, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/85/2018-19

Date: 05.03.2020

Party No.1(a)

The Group General Manager,
National Thermal Power Co. Ltd.
At. PO. Tah. Mouda,
District : Nagpur-441104

Party No.1(b)

The Managing Director/ General Manager,
M/s. L&T Ltd. NTPC, Mouda,
Post& Tah. Mouda, Nagpur -441104

V/s.

Party No.2:

The President,
Mouda Vij Prakalp Mazdoor Sangh,

House of Sh. Prem Rodekar, Tarsa Road,
Kanhan, Tah. Parseoni, Distt. Nagpur-441404

AWARD

(Dated: 05th March, 2020)

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 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the Management of NTPC (Principal Employer) through its Group General Manager, L&T Ltd.(ECC) through its Managing Director, M/s. Professional Security Services (contractor) and their workman, Shri Sharad Jagannath Mahajan, Sh. Someshwas Das Sapate and Sh. Bandu Baliram Darode for adjudication, as per letter No. L-42011/163/2018-IR (DU) dated 26.02.2019, with the following schedule:-

"Whether the action of the management of National Thermal Power Company Ltd., (Principal Employer) through its Group General Manager, L&T limited (ECC) through its Managing Director, M/s. Professional Security Services (Contractor) over alleged illegal termination from the service of Shri sharad Jagannath Mahajan, Sh. Someshwas Das Sapate and Sh. Bandu Baliram Darode w.e.f. 15/09/2017 is legal and justified? If not, what relief the concerned workmen are entitled to?"

On receipt of the reference, parties were noticed to file their respective statement of claim and written statement. In response to which the Union "Mouda Vij Prakalp Mazdoor Sangh" ("Party No. 2" in short) did not

appear and did not file statement of claim. The management ("Party No. 1" in short) appeared before the Tribunal but did not file their Written Statement.

1. On perusal of the record, it appears that notices were issued to the parties and acknowledgment slips were received by this office which is enclosed in the file. In my humble opinion, the union/Party No. 2 by knowingly, did not appear nor contested the case. I think petitioner is not interested to contest the case. Hence, it is ordered:-

ORDER

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

S. S. GARG, Presiding Officer

नई दिल्ली, 3 मार्च, 2021

का.आ. 201.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार समूह महाप्रबंधक, नेशनल थर्मल पावर कंपनी लिमिटेड जिला नागपुर (महाराष्ट्र) और परियोजना प्रबंधक, आईवीआरसी लिमिटेड, ठेकेदार एनटीपीसी मौदा, जिला नागपुर, (महाराष्ट्र) के प्रबंधन के संबंध नियोजकों और अध्यक्ष, मौदा विज प्रकल्प मजदूर संघ, हाउस ऑफ श्री प्रेम रोडेकर, तारसा रोड, कन्हान, तहसील पारसिवनी, जिला नागपुर, (महाराष्ट्र) के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या CGIT/NGP/78/2018-19) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 24.02.2021 को प्राप्त हुआ था।

[सं. एल-42011/46/2018-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 3rd March, 2021

S.O. 201.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/NGP/78/2018-19) of the Central Government Industrial Tribunal-cum-Labour Court Nagpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Group General Manager, National Thermal Power Co. Ltd. District Nagpur (Maharashtra), and The Project Manager, IVRC Ltd., Contractor NTPC Mouda, District, Nagpur (Maharashtra); and The President, Mouda Vij Prkalp Mazdoor Sangh, House of Sh. Prem Rodekar, Tarsa Road, Kanhan, Tahsil. Parseoni, Distt. Nagpur (Maharashtra) which was received by the Central Government on 24.02.2021.

[No. L- 42011/46/2018-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE SHRI S.S. GARG, PRESIDING OFFICER, CGIT-CUM-LABOURT COURT, NAGPUR

Case No. CGIT/NGP/78/2018-19

Date: 05.03.2020

Party No.1(a)

The Group General Manager,
National Thermal Power Co. Ltd.
At. PO. Tah. Mouda,
District : Nagpur-441104

Party No.1(b)

The Project Manger, IVRC Ltd.
Contractor NTPC Mouda,
Po/Tq – Mouda Distt-Nagpur
Nagpur-441404

V/s.

Party No.2:

The President,
Mouda Vij Prkalp Mazdoor Sangh,
House of Sh. Prem Rodekar, Tarsa Road,
Kanhan, Tah. Parseoni, Distt. Nagpur-441404

AWARD
(Dated: 05th March, 2020)

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 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the Management of NTPC Mouda and their workman, Shri Gursimran Mahendra Singh for adjudication, as per letter No.L-42011/46/2018-IR (DU) dated 04.02.2019, with the following schedule:-

"Whether the oral termination of services w.e.f. 29/06/2017 of contract workman namely Sh. Gursimran Mahendra Singh who have performed continous work for the period from 12/01/2015 to 29/06/2017 without following mandatory provision of Section 25-f of the Id Act, 1947 and whether oral termination from service w.e.f. 29/06/2017 in respect of sh. Sarwan Malkiat Singh a contract workman who have performed the work for the period from 08/10/2016 to 29/06/2017 by their contractor M/s. IVRCL of NTPC Mouda Distt. Nagpur (MS) are legal and justified? If not to what relief, the said contract workman is entitled to and to what extent?"

On receipt of the reference, parties were noticed to file their respective statement of claim and written statement. In response to which the Union "Mouda Vij Prkalp Mazdoor Sangh" ("Party No. 2" in short) did not appear and did not file statement of claim. The management ("Party No. 1" in short) appeared before the Tribunal but did not file their Written Statement.

1. On perusal of the record, it appears that notices were issued to the parties and acknowledgment slips were received by this office which is enclosed in the file. In my humble opinion, the union/Party No. 2 by knowingly, did not appear nor contested the case. I think petitioner is not interested to contest the case. Hence, it is ordered:-

ORDER

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

S. S. GARG, Presiding Officer

नई दिल्ली, 3 मार्च, 2021

का.आ. 202.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार समूह महाप्रबंधक, नेशनल थर्मल पावर कंपनी लिमिटेड पोस्ट तहसील मौदा, जिला नागपुर, (महाराष्ट्र) और प्रबंध निदेशक/महाप्रबंधक, आईवीआरसीएल लिमिटेड, एनटीपीसी मौदा, पोस्ट तहसील मौदा, जिला नागपुर, (महाराष्ट्र), के प्रबंधतंत्र के संबद्ध नियोजकों और अध्यक्ष, मौदा विज प्रकल्प मजदूर संघ, हाउस ऑफ श्री प्रेम रोडेकर, तारसा रोड, कन्हान, तहसील पारसिवनी, जिला नागपुर, (महाराष्ट्र) के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या CGIT/NGP/24/2019-20) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 24/02/2021 को प्राप्त हुआ था।

[सं. एल-42011/130/2019-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 3rd March, 2021

S.O. 202.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/NGP/24/2019-20) of the Central Government Industrial Tribunal-cum-Labour Court Nagpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to the Group General Manager, National Thermal Power Co. Ltd. Post Tahsil Mouda, District Nagpur, (Maharashtra) and The Managing Director/General Manager, I.V.R.C.L Ltd., NTPC Mouda, Post Tahsil Mouda, District Nagpur, (Maharashtra), and The President, Mouda Vij Prkalp Mazdoor Sangh, House of Sh. Prem Rodekar, Tarsa Road, Kanhan, tahsil. Parseoni, Distt. Nagpur (Maharashtra) which was received by the Central Government on 24.02.2021.

[No. L- 42011/130/2019-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**BEFORE SHRI S.S.GARG, PRESIDING OFFICER, CGIT-CUM-LABOURT COURT, NAGPUR****Case No. CGIT/NGP/24/2019-20**

Date: 05.03.2020

Party No.1(a) The Group General Manager,
National Thermal Power Co. Ltd.
At. PO. Tah. Mouda,
District : Nagpur-441104

Party No.1(b) The Managing Director/General Manager,
I.V.R.C.L. Ltd., NTPC Mouda,
At. PO. Tah. Mouda,
District : Nagpur-441104.

V/s.

Party No.2: The President,
Mouda Vij Prakalp Mazdoor Sangh.
House of Sh. Prem Rodekar, Tarsa Road,
Kanhani, Tah. Parseoni, Distt. Nagpur-441404

AWARD**(Dated: 05th March, 2020)**

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 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the Management of NTPC and their workman, Shri Chanrashekhar Yuvraj Kadbe, for adjudication, as per letter No. L-42011/130/2019-IR(DU) dated 24.09.2019, with the following schedule:-

"Whether the action of the management of I.V.R.C.L. Limited, contractor of National Thermal Power Company Ltd. Mouda, Distt. Nagpur in terminating the services of Shri Chandrashekhar Yuvraj Kadbe w.e.f. 02.12.2017 on verbal orders is just fair & legal? If not, to what relief the workman is entitled to?"

1. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement. In response to which the Union "Mouda Vij Prakalp Mazdoor Sangh" ("Party No. 2" in short) did not appear and did not file statement of claim. The management ("Party No. 1" in short) appeared before the Tribunal but did not file their Written Statement.
2. On perusal of the record, it appears that notices were issued to the parties and acknowledgment slips were received by this office which is enclosed in the file. In my humble opinion, the union/Party No. 2 by knowingly, did not appear nor contested the case. I think petitioner is not interested to contest the case. Hence, it is ordered:-

ORDER

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

S. S. GARG, Presiding Officer

नई दिल्ली, 3 मार्च, 2021

का.आ. 203.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार समूह महाप्रबंधक, नेशनल थर्मल पावर कंपनी लिमिटेड, पोस्ट तहसील मौदा, जिला नागपुर, (महाराष्ट्र) और प्रबंध निदेशक/महाप्रबंधक, पबला कंस्ट्रक्शंस प्रा.लि. एन.टी.पी.सी. मौदा, पोस्ट और तहसील मौदा, नागपुर, (महाराष्ट्र) और प्रबंधक, आर.एस. पाबला कंस्ट्रक्शन प्राइवेट लिमिटेड पंजीकृत कार्यालय, 15-15-9 / 7, फ्लैट नंबर 402, 4वीं मंजिल ईश्वर लक्ष्मी राम सुब्बा राव रेजीडेंसी, विशाखापत्तनम (ए.पी.), और प्रबंधक, आर.एस. पाबला

कंस्ट्रक्शन प्रा.लि. डॉ. कॉर्पोरेट ऑफिस, फ्लैट नंबर 302, तीसरी मंजिल, साई कुटीर अपार्टमेंट, वेंकटेश्वर नगर, विशाखापत्तनम (ए.पी.) के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, मौदा विज प्रकल्प मजदूर संघ, हाउस ऑफ श्री प्रेम रोडेकर, तारसा रोड, कन्हान, तहसील पारसिवनी, जिला नागपुर, (महाराष्ट्र) के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या CGIT/NGP/77/2018-19) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 24.02.2021 को प्राप्त हुआ था।

[सं. एल-42011/79/2018-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 3rd March, 2021

S.O. 203.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/NGP/77/2018-19) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Group General Manager, National Thermal Power Co. Ltd. Post Tahsil Mouda, District Nagpur, (Maharashtra) and The Managing Director/General Manager, Pabbla Constructions Pvt. Ltd. N.T.P.C. Mouda, Post & Tahsil Mouda, Nagpur, (Maharashtra) and The Manager, R.S. Pabbla Construction Pvt. Ltd. Registered Office, 15-15-9/7, Flat No. 402, 4th floor Eswar Laxmi Rama Subba Rao Residency, Vishakapatnam (A.P.) and The Manager, R.S. Pabbla Construction Pvt. Ltd. Corporate Office, Flat No. 302, 3rd floor, Sai Kutir Apartment, Venkateswara Nagar, Vishakapatnam (A.P.) and The Manager, R.S. Pabbla Construction Pvt. Ltd. Corporate Office, Flat No. 302, 3rd floor, Sai Kutir Apartment, Venkateswara Nagar, Vishakapatnam (A.P.), and The President, Mouda Vij Prakalp Mazdoor Sangh, House of Sh. Prem Rodekar, Tarsa Road, Kanhan, Tahsil. Parseoni, Distt. Nagpur (Maharashtra), which was received by the Central Government on 24.02.2021.

[No. L- 42011/79/2018-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE SHRI S.S. GARG, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/77/2018-19

Date: 05.03.2020

<u>Party No.1(a)</u>	The Group General Manager, National Thermal Power Co. Ltd. At. PO. Tah. Mouda, District : Nagpur-441104
<u>Party No.1(b)</u>	The Managing Director/General Manager, M/s. Pabbla Constructions Pvt.Ltd. N.T.P.C. Mouda, Post & Tah. Mouda, Nagpur -441104
<u>Party No.1(c)</u>	The Manager , M/s. R.S. Pabbla Construction Pvt. Ltd. Regd. Office, 15-15-9/7, Flat No. 402, 4 th floor Eswar Laxmi Rama Subba Rao Residency, Vishakapatnam (A.P.)-530002
<u>Party No.1(d)</u>	The Manager, M/s. R.S. Pabbla Construction Pvt. Ltd. Corporate Office , Flat No. 302, 3 rd floor, Sai Kutir Apartment, Venkateswara Nagar, Vishakapatnam (A.P.) -530002
<u>Party No.2:</u>	V/s. The President, Mouda Vij Prakalp Mazdoor Sangh,

House of Sh. Prem Rodekar, Tarsa Road,
Kanhana, Tah. Parseoni, Distt. Nagpur-441404

AWARD
(Dated: 05th March, 2020)

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 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the Management of NTPC Mouda Nagpur principal Employer and M/s RS Pabbla Constructions Pvt. Ltd., and their workman, Shri Shrikant Ramsingh Madavi and Shri. Raju Shamrao Karemore, for adjudication, as per letter No.L-42011/79/2018-IR (DU) dated 30.01.2019, with the following schedule:-

"Whether the action of the Management of National Thermal Power Company Ltd. Mouda, Distt. Nagpur Principal Employer and M/s. RS Pabbla Construction Pvt. Ltd. Contractor in terminating the service w.e.f 26/09/2016 of Sh. Shrikant Ramsingh Madavi Unskilled worker and Sh. Raju Shamrao Karemore, office Boy who were employed w.e.f. 13/08/2013 is just fair and legal? If not, to what relief the Union Mouda Vij. Prakalp Mazdoor Sangh, House of Shri prem Rodekar, Trasa Road, Kanhana, Tah. Prseoni, Distt. Nagpur and workmen is entitled to?"

On receipt of the reference, parties were noticed to file their respective statement of claim and written statement. In response to which the Union "Mouda Vij Prakalp Mazdoor Sangh" ("Party No. 2" in short) did not appear and did not file statement of claim. The management ("Party No. 1" in short) appeared before the Tribunal but did not file their Written Statement.

1. On perusal of the record, it appears that notices were issued to the parties and acknowledgment slips were received by this office which is enclosed in the file. In my humble opinion, the union/Party No. 2 by knowingly, did not appear nor contested the case. I think petitioner is not interested to contest the case. Hence, it is ordered:-

ORDER

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

S.S. GARG, Presiding Officer

नई दिल्ली, 4 मार्च, 2021

का.आ. 204.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सर्व यूपी ग्रामीण बैंक प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1 दिल्ली के पंचाट (संदर्भ संख्या 21/2019) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04.03.2021 को प्राप्त हुआ था।

[सं. एल-12011/24/2017-आई आर (बी-1)]

डी. गुहा, अवर सचिव

New Delhi, the 4th March, 2021

S.O. 204.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 21/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No. 1, Delhi as shown in the Annexure, in the industrial dispute between the management of Sarva UP Gramin Bank and their workmen, received by the Central Government on 04.03.2021.

[No. L-12011/24/2017-IR(B-1)]

D. GUHA, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 1: NEW DELHI**

PRESENT: SMT. PRANITA MOHANTY, Presiding Officer, CGIT-cum-Labour Court-I,
New Delhi.

INDUSTRIAL DISPUTE CASE NO. 21/2019

Date of Passing Award : 29th January, 2020

General Secretary,
Uttar Pradesh Gramin Bank Employees Union,
Camp Office,
C/o. Rajinder Singh Ranwar,
195, Multan Nagar, Baghpat Road,
Meerut (UP)-250002

...Workman/Claimant Union

Versus

The Chairman,
Sarva UP Gramin Bank
(now known as Prathma UP Gramin Bank,
C-339/5, Jagriti Vihar,
Garh Road,
Meerut (UP)-250004.

...Management/Respondent

Appearances:-

None : For the Workman

None : For the Management

AWARD

Notices were issues to the parties, upon receipt of a reference which was made to this Tribunal by the appropriate Government vide letter No. L-12011/24/2017-IR(B-1) dated 13.12.2018 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Dispute Act, 1947 (in short “the Act”) for adjudication of an industrial dispute, terms of which are as under:

“Whether the action of Management of Sarv UP Gramin Bank Meerut in joining the new employees on the last two working days of the financial year i.e. 30th and 31st March, 2017 is illegal and unjustified? If so, then what reliefs the workmen are entitled to?”

2. In response to the notice issued to the parties, none came forward either on behalf of the claimant Union or on behalf of the Management. Perusal of the record shows that time and again matter was adjourned for filing statement of claim on behalf of the claimant but the claimant Union for the reasons best known to it did not file statement of claim. As a matter of precaution, fresh notice was issued to the claimant Union for 28/01/2020 but despite that none appeared on behalf of the claimant to prosecute the case. Hence, this Tribunal was of the view of the claimant was not interested to pursue the case and was constrained to reserve the matter for passing “No claim/dispute award”.

7- In view of the fact that the claimant Union has failed to file its statement of claim, giving details about the case as well as the reasons of grievance or prejudice caused to the workman, when the Management allowed new employees to join on the last two working days of the financial years i.e. on 30th and 31st March, 2017 this Tribunal is constrained to pass “No Claim Award” in the matter. Since the matter has not been decided on merits, there will be no bar for the claimant Union to file afresh claim petition in accordance with law for adjudication of the controversy in issue or to seek any other relief to which the claimant Union is otherwise entitled to. Award is passed accordingly.

Let a copy of this Award be sent for publication as required under Section 17 of the Act.

Dictated & corrected by me.

29th January, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 4 मार्च, 2021

का.आ. 205.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एचएसबीसी इन्वेस्ट डायरेक्ट सेक्यूरिटीज इंडिया प्राइवेट लिमिटेड प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1 दिल्ली के पंचाट (संदर्भ संख्या 199/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04.03.2021 प्राप्त हुआ था।

[सं. एल-12012/79/2015-आई आर (बी-1)]

डी. गुहा, अवर सचिव

New Delhi, the 4th March, 2021

S.O. 205.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 199/2015) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No. 1, Delhi as shown in the Annexure, in the industrial dispute between the management of HSBC Invest Direct Securities (India) Pvt. Ltd. and their workmen, received by the Central Government on 04.03.2021.

[No. L-12012/79/2015-IR(B-1)]

D. GUHA, Under Secy.

ANNEXURE

IN THE COURT OF MS.PRANITA MOHANTY, PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 1: ROOM No. 207, ROUSE AVENUE COURT COMPLEX, NEW DELHI

ID No. 199/2015

Smt. Suchismita Tripathy,
R/o GH-39, Denso Housing Society,
B-102, IMT Manesar, Sector I,
Gurgaon - 122052

...Workman

Versus

Shri Sanjay Nair, ME & CEO,
HSBC Invest Direct Securities (India) Pvt. Ltd.
F-43, South Extension Part I,
New Delhi 110 049

...Management

AWARD

Central Government, vide letter No.L-12012/79/2015-IR(B-I) dated 02.09.2015, referred the following industrial dispute to this Tribunal for adjudication:

“Whether the demand of the applicant, Ms. Suchismita Tripathy for absorption in newly named company, i.e. HSBC Invest Securities (India) Ltd. by virtue of having worked in the same company under a different name is legal and justified? If not, to what relief he is entitled to?”

2. In the reference order, the appropriate Government, in the array of parties, mentioned the particulars of the workman (serial No.3) as ‘Shri Kashi Ram, S/o Shri Dhani Ram R/o F-96, Gali No. 08, Vishwas Park, Uttam Nagar, New Delhi 110 059. Later on, vide letter No.L-12012/79/2015-IR(B-I) dated 28.01.2019, Corrigendum was issued by the appropriate Government wherein the entry at serial No. 3 was to be read as ‘Smt. Suchismita Tripathy, R/o GH-39, Denso Housing Society, B-102, IMT Manesar, Sector I, Gurgaon – 122052.’

3. In the corrigendum dated 28.01.2019, the appropriate Government commanded the party/ies raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Smt. Suchismita Tripathy, the workman, opted not to file her claim statement with the Tribunal.

4. Further, on receipt of the above reference, notice was also sent to the workman as well as the management. Neither the postal article, referred above, was received back undelivered nor was it observed by the Tribunal that postal services remained affected during the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the workman. Despite service of

the notice, the workman opted to abstain from the proceedings. No claim statement was filed on her behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

5. Since the workman has neither put in her appearance nor has she led any evidence so as to prove her cause against the management, as such, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim' award. However, it will not debar the claimant, Ms. Suchismita Tripathy, from seeking relief afresh as there is no adjudication of the reference on merits. An award is, accordingly, passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : February 11, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 9 मार्च, 2021

का.आ. 206.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मै. वायुदूत सिक्योरिटी सर्विसस प्रा. लि., ई.एस.आई. हास्पिटल, बासी दारापुर, नई दिल्ली के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, नई दिल्ली के पंचाट (संदर्भ सं. 180/2019) को प्रकाशित करती है जो केन्द्रीय सरकार को 09.03.2021 को प्राप्त हुआ था।

[सं. एल-15011/1/2019-आई आर (एम)]

नवीन वैद्य, उप निदेशक

New Delhi, the 9th March, 2021

S.O. 206.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 180/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No 2, New Delhi as shown in the Annexure, in the industrial dispute between the management of M/s. Vayudoot Security Services Pvt. Ltd., ESI Hospital, Basi Darapur, New Delhi and their workmen, received by the Central Government on 09.03.2021.

[No. L-15011/1/2019-IR(M)]

NAVIN VAIDYA, Dy. Director

ANNEXURE

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

Present: Smt. Pranita Mohanty

ID. NO. 180/2019

Smt. Indrawati,
Through Bhartiya Engineering & General Mazdoor Union.
Bharat Mill Charkhi Gate, Plot No. 1 Nr. D-Block Karmapura,
New Delhi-110015

...Workman

1. The Director,
Employees State Insurance Corporation of India,
ESI Hospital, Basi Darapur, New Delhi-110015

2. Vayudoot Security Service Pvt. Ltd.
ESI Hospital, Basi Darapur, New Delhi

...Managements

AWARD

In the present case, a reference was received from the appropriate Government *vide* letter No. L-15011/1/2019 (IR(M)) dated 17.06.2019 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

“Whether termination of Smt. Indrawati, worker w.e.f 01.11.2016 by the contractor i.e. M/s. Vayudoot Security Services Private Limited under ESI Hospital, Basi Darapur, New Delhi is just, fair and legal under ID. Act, 1947? If not, what relief Smt. Indrawati is entitled to? What directions, if any, are necessary in the matter?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15

days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

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

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

Date: 22.02.2021

Smt. PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 9 मार्च, 2021

का.आ. 207.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मै. सैटेलाइट सीएनजी सर्विसस प्रा. लि. के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, नई दिल्ली के पंचाट (संदर्भ सं. 100/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 09.03.2021 को प्राप्त हुआ था।

[सं. एल-30011/6/2015-आई आर (एम)]

नवीन वैद्य, उप निदेशक

New Delhi, the 9th March, 2021

S.O. 207.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 100/2015) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No. 2, New Delhi as shown in the Annexure, in the industrial dispute between the management of M/s. Satellite CNG Services Pvt. Ltd., and their workmen, received by the Central Government on 09.03.2021.

[No. L-30011/6/2015-IR(M)]

NAVIN VAIDYA, Dy. Director

ANNEXURE

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

Present: Smt. Pranita Mohanty, Presiding Officer, C.G.I.T.-Cum-Labour Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 100/2015

Date of Passing Award- 22nd February, 2021.

Between:

Shri Ashok Kumar,
S/o Shri Ram Ashish
Through- Bhartiya Engineering & General Mazdoor Union,
(Regd.) Bharat Mill Charkhi Gate, Plot No.-1,
Near D-Block, Karampura,
New Delhi- 110015

... Claimant

Versus

M/s. Satellite CNG Services Pvt. Ltd.,
45, Community Centre, 1st floor,
Narayana Industrial Area Phase-1,
New Delhi- 110028.

...Management

Appearances:-

Narender Kumar (A/R) : For the claimant.

Sunil Kumar (A/R) : For the Management

AWARD

The Government of India in Ministry of Labour & Employment has referred the present dispute existing between employer i.e. the management of M/s Satellite CNG Service, and its workman/claimant herein, under clause (d) of sub section (1) and sub section (2A) of section 10 of the Industrial Dispute Act 1947 vide letter No. L-30011/6/2015 (IR(M)) dated 04.06.2015 to this tribunal for adjudication to the following effect.

“Whether non-providing of job to the workman Shri Ashok Kumar S/o Shri Ram Ashish by the management of Satellite CNG Services Pvt. Ltd. after 30.06.2014 may be construed as termination of services in violation of section 25-F of industrial Disputes Act, 1947? If not, what relief the workman concerned is entitled to?”

As per the claim statement the claimant was working as a Machine Operator with the management M/s. Satellite CNG Service on a monthly salary of Rs. 9500/-. Though he was discharging his duties to the utmost satisfaction of the employer, suddenly on 30.06.2014 the employer terminated his service. At the time of termination neither in retrenchment notice nor retrenchment compensation was given to him. He was not even granted the duty pay. Being aggrieved he filed a complaint before the labour commissioner on 18.07.2014. The notice of the same though served on the management it did not appear before the conciliation officer. The conciliation since failed, the Appropriate government referred the matter to this tribunal to adjudicate on the legality of the termination and the benefits the claimant is entitled to.

During the pendency of the proceeding before this tribunal notices were sent to the management who appear and filed written statement refuting the allegation. During course of hearing the claimant tendered his evidence through affidavit he clearly stated that all his claims pertaining to this proceeding have been paid by the employer including earned wages, leave wages, notice pay, service compensation, bonus, gratuity etc. he also stated that he has been reinstated into service by the management.

On behalf of the management one Dhanpat Ram working as manager with the management and testified that all the claims of the claimant have been settled.

In view of the statement given by the claimant and the witness for the management there remains nothing for adjudication. Hence, ordered.

ORDER

The claim petition be and the same is dismissed and this no claim award is accordingly passed.

The reference is accordingly answered.

Dictated & Corrected by me.

22nd February, 2021

Smt. PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 9 मार्च, 2021

का.आ. 208.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मुम्बई पोर्ट ट्रस्ट के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, मुम्बई के पंचाट (संदर्भ सं. 09/2012, 10/2012 एवं 11/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 09.03.2021 को प्राप्त हुआ था।

[सं. एल-39025/01/2021-आई आर (बी-II)]

सीमा बंसल अनुभाग अधिकारी,

New Delhi, the 9th March, 2021

S.O. 208.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 09/2012, 10/2012 & 11/2012) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No. 1, Mumbai as shown in the Annexure, in the industrial dispute between the management of Mumbai Port Trust and their workmen, re-ceived by the Central Government on 09.03.2021.

[No. L-39025/01/2021-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 MUMBAI

Present : JUSTICE RAVINDRA NATH KAKKAR, Presiding Officer

APPLICATION CGIT-9 OF 2012

Parties:

Mr. Amit C. Kadam ...Applicant

Vs.

Mumbai Port Trust ...Respondent

APPLICATION CGIT-10 OF 2012

Miss Trupti Manohar Bane ... Applicant

Vs

Mumbai Port Trust ...Respondent

APPLICATION CGIT-11 OF 2012

Miss Arpana Ashok Kadam ...Applicant

Vs

Mumbai Port Trust ...Respondent

Appearances:

For the Applicants : Mr. Jaiprakash Sawant, Adv.

For the Respondent : Mr. Umesh Nabar, Adv.

State : Maharashtra

Mumbai, dated the 19th day of February, 2021

AWARD

1.. Applications CGIT-9 OF 2012, CGIT-10 OF 2010 and CGIT-11 OF 2012is filed under Section 2-A (2) of the Industrial Disputes Act, 1947 for adjudication of the industrial dispute between the Applicant and the Respondent over the demand for reinstatement in services with full back wages, continuity in services and all other consequential benefits by the Mumbai Port Trust, the Respondent.

2. Pursuant to the order dated 02/05/2017, this case is disposed of by a common Award and Application No. 09 of 2012 shall be the leading case.

3. The Applicant Amit Chandrakant Kadam in Application No. CGIT-9 of 2012 was appointed in the services of Mumbai Port Trust by its letter dated 26.3.2007 and was confirmed w.e.f.5.4.2007.

4. The Applicant Miss Trupti Manohar Bane in Application No. CGIT-10 of 2012 was appointed in the services of Mumbai Port Trust by its letter dated 27.1.2009 as Laboratory Tehnician (Jr.)

5. The Applicant Miss Arpana Ashok Kadam in Application No. CGIT-11 of 2012 was appointed in the services of Mumbai Port Trust by its letter dated 27.1.2009 and was confirmed w.e.f. 2.2.2009.

6. The Applicants stated that they were working along with other regular employees and were attending to the regular nature of work. However, the applicants were paid wages very much less than the wages paid to the regular employees and were deprived of all the rights and benefits to which they were entitled under various social and labour welfare legislations. The Respondent used to issue the applicants the letters for continuation of

services. Mr. Amit C.Kadam, applicant was refused employment w.e.f. 11.9.2011 and was terminated. Miss Trupti Manohar Bane, applicant was refused employment w.e.f.15.9.2011 and was terminated. Miss Arpana Ashok Kadam, applicant was refused employment w.e.f.11.9.2011 and was terminated.

7. Learned counsel for the Applicants stated that the applicants were permanent employee of the Respondent however, they were shown as appointed on locum basis. In order to deprive the applicant of the permanency in the employment, the respondent introduced the system of holding written test for the post though it is not provided under the service regulations. The action of the Respondent in terminating the services of the Applicants is in gross violation of principles of natural justice, by way of victimization and illegal and unjustified. The termination of applicants services amounts to 'retrenchment' as defined under Section 2(oo) of the Industrial Disputes Act, 1947.

8. The applicants prayed for reinstatement of services with full back wages, continuity in services and all consequential benefits.

9. Learned counsel for the first party management submitted that the applications filed by the applicant are misconceived, malafide and contentions thereof are not maintainable in law. Further submitted that the pleadings of the Applications would reveal that the applicants were never employed on regular basis as alleged without placing any supporting material on record and without details of employment. The applicants were never given any assurance that they would be offered regular permanent employment with the Respondent. In fact the Applicants are guilty of 'suppressio veri' by not disclosing that they underwent selection procedure for regular vacancy and failed and as such not entitled to any relief. The Respondent therefore, prayed that the applications as preferred before this Honourable Tribunal be rejected with costs.

10. Learned counsel for the second party workmen filed rejoinder and reiterated the same.

11. Following issues were framed by my predecessor on 10th April, 2014.

- (1) Whether the employment of the Applicant was on temporary (locum) basis and the same was to last only till the filling of the post on regular basis? If yes, its effect?
- (2) Whether the regular selection made by the Respondent was in accordance with the relevant Rules, Regulations etc. Applicable to the Respondent? If yes, its effect?
- (3) Whether the Applicant having participated in the regular selection, is estopped from raising the present dispute?
- (4) Whether the cessation of appointment of the Applicant on filling up of the post on regular basis amounted to retrenchment so as to require the fulfilment of the conditions precedent as per the provisions of Section 25-F of the Industrial Disputes Act, 1947? If yes, whether the conditions precedent have been complied with in the present case?
- (5) Whether on the facts and in the circumstances of the case, the application filed by the Applicant under Section 2-A of the Industrial disputes Act, 1947 (as amended) was maintainable?
- (6) Whether the relief for regularization and wages and allowances and other service conditions of regular workman as claimed by the Applicant may be considered and granted under Section 2-A of the Industrial Disputes Act 1947 (as amended)? If yes, whether the Applicant was entitled to get such relief?
- (7) Whether the terms of appointment as contained in the appointment letter of the Applicant amounted to camouflage to deprive the Applicant of the benefits of the labour laws and whether such controversy can be raised by the Applicant under Section 2-A of the Industrial Disputes Act 1947?
- (8) Whether the cessation of the appointment of the Applicant w.e.f. 11.9.2011 was legal, just and proper?
- (9) To what relief, if any, is the applicant entitled?

12. Both the parties lead oral as well as documentary evidence. Both the parties filed affidavit of the witnesses by way of affidavit on the form of examination in chief and the witnesses of both the parties have been cross-examined by each of them.

13. Heard both the parties.

14. Both the parties made oral submissions which are stated below.

- (a) Learned counsel for the applicant contended that in response to the public notice issued by the respondent applicant applied for the posts. The applicants were called for interviews before the Service Selection committee. The applicants were interviewed and was declared successful in

the interview held by the service Selection committee for the said posts. Further contended that they were issued letter of appointment. Further contended that applicants were working with other regular employees and attending to the regular nature of work but were paid very less amount of wages and were deprived of additional benefits to which they were entitled under various social and labour legislation. Further contended that the Respondent used to give the Applicants one day artificial break in service every after six months. It is next contended that the respondent by its letter informed the applicants that the applicant ceases to be in services of the respondent. In this way the Respondent terminated the services of the applicant on the plea that the applicant was appointed on locum basis. It is next contended that plea of the Government's approval etc taken by the Respondent is not tenable and acceptable. It was for the respondent to obtain ex post facto sanction if it was so necessary. It is next submitted that on the applications of the applicants conciliation proceedings were held which ended in failure. Since applicants could not secure employment in any other organization after their termination this application has been filed before this Tribunal.

- (b) The main contention of the learned counsel representing applicants is that the applicants were attending regular nature of work alongwith other regular workmen. They were eligible for the post as per MbPT employees (Recruitment, Seniority and promotion) Regulation 2001. The applicants were selected for the post by the Service Selection Committee of the respondent. They were against the clear cut vacant post and they were in continuous services but the applicant was shown as appointed in the said post on locum basis. They were given one day artificial break in services every after six months services. Fixed amount of Rs.8800/- p.m, which is much less than the wages paid to the regular employees attending to the same nature of work and they were deprived of the rights and benefits to which they were entitled under various social and welfare legislation. The principle of equal pay for equal work were also not followed by the respondent. They were given discriminatory treatment.
- (c) It is next contended that the applicants were permanent employees of the respondent in the eyes of law. However, they were shown as appointed on locum basis. The applicants for the sake of livelihood accepted the letters containing such conditions which were against the public policy in contrary to the provision of law. It is further contended that the termination of the applicant services amounts to retrenchment as defined under Section 2 (oo) of the Industrial Disputes Act, 1947 but the conditions precedent to retrenchment as provided under Section 25-F of the Industrial Disputes Act, 1947 have not been followed by the respondent. The action of the respondent calling the applicants as appointed on locum basis is mere subterfuge to avoid statutory liabilities and exploit the labour. It is next contended that any circular or memorandum issued by the Central Government is not applicable to the respondent. Further there was no complete ban for recruitment of new post. The plea taken by the respondent that the applicant was appointed till approval of the Ministry of shipping is not tenable. It is a purely colourable exercise of power and the termination order of the respondent is against the principles of natural justice. It is next contended that it is not material as to whether the subsequent recruitment, if any, was regular or otherwise it does not affect the initial appointment of the applicants. It is next argued that the participation of the applicants in the regular selection cannot be said to be waiver of right and there cannot be any estoppels against the law. Further no reason has been assigned for the termination of the services of the applicants. The reasons that applicants were appointed on locum basis is meaningless and bad in law.
- (d) The next argument that cessation of appointment of the applicants amounts to retrenchment and the conditions preceding as per the provision of section 25-F of the Industrial Disputes Act has not been complied with by the respondent in the present case. It is the next argument that the present application before this Tribunal has been filed after failure of the conciliation proceedings as provided under Section 2-(A) 2 of the Industrial Disputes Act, 1947.
- (e) Lastly argued that termination of the services of the applicants is illegal, unjustified and applicants are entitled to be reinstated in service of the respondent with continuity of service with full back wages and all the consequential benefits.

(15) In rebuttal, learned counsel for the respondent contended that applicant is challenging his non-selection of appointment of sanctioned post on regular basis and the temporary service of the applicant came to an end after selection of the candidates for regular appointment in accordance with due procedure of law. The claim of the applicant that their appointment were regular in nature on regular existing post is not correct but the real fact is that their appointment were purely on locum/ temporary basis. The applicant underwent selection procedure and were not found in merit for appointment on regular sanctioned post. It is next contended that applicants were appointed on locum basis for a period of six months or filling up the post after approval for creation of the post on regular basis by the Ministry of shipping, Govt. Of India. It is next contended that at the time of the

initial appointment there were two post to be filled on locum basis. The word 'locum' is commonly used in medical profession or pharmaceutical staff also such as pharmacist etc. It is next contended that the applicants were appointed on locum basis because sanction from the Min. Of shipping, Govt. Of India were awaited. It is next contended that in fact, Ministry of shipping has directed that all recruitments during the entry level post be stopped until further orders. Ex.M-5 to M-9 is available on record to substantiate this argument. It is next contended that these orders were binding upon the respondent. There was a clear cut direction that Ministry has directed that entry level post should not be filled up or any direct recruitment should not be made without obtaining specific approval of the Ministry of Shipping. It is next contended that accordingly respondent submitted Annual Direct Recruitment Plan requirement for filling of direct recruitment posts with complete sanction to the Min. Of Shipping which is evident from Ex.M-10. Recruitment plan was sent through proper channel. In response to the annual direct Recruitment Plan submitted by the respondent the Ministry of shipping on **22.3.2010** approved two posts of X-Ray Technician (Junior) and 2 posts of Laboratory Technician (Junior) which is evident from Ex.M-13 available on record. It is next contended that in order to overcome inconvenience to the patients due to shortage of staff pending approval to fill up vacancies on regular basis as an urgent stop gap arrangement, two posts of X-Ray Technician was operated on locum/temporary basis. It is next contended that before the appointment, public notice were issued in which it was clearly and specifically mentioned that the respondent requires X-Ray Technician (Junior) on locum basis initially for a period of six months or till filling of the post on regular basis whichever is earlier. In this way, the applicants were initially appointed on locum basis. It is next contended that applicant accepted the terms of the letter of appointment. It is further contended that after following the procedure for appointment on locum/temporary basis, appointments were made and that appointments were not made following the procedure for appointment on regular basis because of want of approval by the Central government for clear and regular vacancy. In this way the appointment prior to approval from the Ministry of Shipping for creation of a regular post of X-Ray Technician of the applicants were on locum/temporary basis clearly specifying that the appointment is on locum/temporary basis on consolidated salary. It is next contended that after receiving the approval from the Ministry on 22.3.2010 (Ex.M-13) to fill up two posts of X-ray Technician (Junior) alongwith other post. The procedure to fill up the said post as provided under MbPT Recruitment Rules (Revised) in 1997 were started. Written test/skill test were held which was not done for the appointment of applicants on locum/temporary basis. It is further contended that the person who scored minimum prescribed marks in the written and skill test or both are called for practical test and for viva test. In this way, it is further contended that applicant satisfying the eligibility criteria applied and competed for the said post and appeared for the written test but the applicant could not score prescribed minimum marks and, therefore, they were not called for practical test and viva test. It is vehemently argued that the applicants has suppressed this material information from this Hon'ble Tribunal that he applied for the post, appeared for the post to be filled on regular basis. He was allowed to compete with other candidates and that he failed to score minimum marks in the written test. On this basis it is submitted by learned counsel of the respondent that the applicant is challenging his non-selection to the post of X-Ray Technician (junior) on regular basis after their failure in written test. In this way the present Industrial disputes were raised after they failed in the selection for regular appointment. In this context, learned counsel for the respondent argued that these facts are clearly established in the cross-examination of the affidavit filed by way of evidence. The applicants were never appointed on regular basis. Their services cannot be regularised as claimed by them after failing in selection procedure undertaken by the respondent for regular appointment after approval from the Min. Of Shipping, govt. Of India sanctioning clear post on regular basis.

16. Lastly, learned counsel for the respondent submitted that it is established on the basis of the tendered affidavit by way of evidence and the material available on record which are admitted and accepted that the applicants applied for the post on locum/temporary basis after understanding the contents of the notice and letter of appointment issued to them specifically mentioning that their appointment is on locum/temporary basis and the appointment was to last for six months or till the regular appointment is made whichever is earlier. All the temporary appointments of the applicants were in response to the similar notice with same terms of appointment of the applicants were prior to the regular filling of the vacancies and were on locum/temporary basis and in fact after appeared for selection process and not qualified or failing in the same applicant in fact challenging their non-selection for regular appointment. From the document Ex.M-4 to M-17, it is contended that the only inevitable conclusion that can be reached is that regular selection made by the respondent was in accordance with the relevant rules, regulations applicable to the respondent. It is next contended that the question of following the provision of Section 25-F of the Industrial Disputes Act, 1947 did not arise at all. The cessation of the employment does not fall within the purview of Section 25-F of the Industrial disputes Act, 1947. It is next contended that from the perusal of Ex.M-4 to M-12 and as such terms of appointment of the applicant on locum/temporary basis it cannot be said to be camouflage to deprive the applicants of the benefits of labour laws. It is next submitted that neither there is unfair labour practice nor victimisation of the applicant by terminating their locum/temporary employment in service by following the terms and conditions of the employment.

17. Therefore, prayer has been made to reject the application preferred by the applicant with cost in the interest of justice and fair play.

18. On the basis of submissions made by the leaned counsel for both the parties and material available on record following facts are established.

- (1) Initial appointment of the applicants were locum/temporary basis.
- (2) Initial appointment were made on the basis of interview held by Selection Committee and its recommendations.
- (3) Applicants made their applications for appointment in respond to the Notice/Advertisement made by the Department explaining the terms and conditions of the post.
- (4) Applicants after accepting the term and conditions of their appointment applied and appeared before the selection Committee.
- (5) On being selected a letter of appointment were issued mentioning the terms and conditions which he accepted.
- (6) These appointments were made on fixed salary and also for a maximum period of six months or till appointment of regular sanctioned post whichever is earlier and the appointment were made purely on tempoary/locum basis which were accepted by the applicants knowing the term and conditions and by accepting it they joined the service re-appointment were made, fresh letter of appointment were issued, following the terms and conditions mentioned at the time of initial appointment.
- (7) Charts of appointment detailed i.e. period of employment is Ex No.9 in the case of Amit C.Kadam. At the time of initial appointment there was no permanent/regular/sanctioned post plan for regular/sanctioned permanent post was sent to Ministry of shipping. Plan approved for regular/permanent post on 22.3.2010 thereafter posts were advertised. The applications were invited, applicants appeared in Selection procedure under regular appointment vide rules / regulations. appointment/Selection are to be made following the selection procedure i.e. written test/skill test/ practicals/viva
- (8) But applicants could no compete with selected appointees. Thereafter letter of termination were issued that amounts to ceasure from the service as per terms of the original/initial appointment. It was challenged before Conciliation Officer. Conciliation proceedings held which ended in failure. Thereafter termination order was challenged by way of reference for adjudication before this Tribunal under Section 2-A of the Industrial Disputes Act, 1947.

19. In these background, I would like to mention relevant judicial pronouncement and provisions contained in Industrial disputes Act, 1947.

Section 2(oo)(bb) of the Central Act as inserted by Industrial Disputes Amendment Act, 1984 is as under:

"2. Definitions. In this Act, unless there is anything repugnant in the subject or context, * * * (oo) 'retrenchment' means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include

(a) ***

(b) *** (bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein;"

20 In (2006) 4 Supreme Court Cases p.1 Secretary, state of Karnataka And Others versus Umadevi (3) and Others Hon'ble Apex Court in para 43 of the judgement has held that

"Thus, it is clear that adherence to the rule of equality in public employment is a basic feature of our Constitution and since the rule of law is the core of our Constitution, a Court would certainly be disabled from passing an order upholding a violation of [Article 14](#) or in ordering the overlooking of the need to comply with the requirements of [Article 14](#) read with [Article 16](#) of the Constitution. Therefore, consistent with the scheme for public employment, this Court while laying down the law, has necessarily to hold that unless the appointment is in terms of the relevant rules and after a proper competition among qualified persons, the same would not confer any right on the appointee. If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued. Similarly, a temporary employee could not claim to be made permanent on the expiry of

his term of appointment. It has also to be clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules.”

21. Further in paragraph 45, Honble Apex Court held that

“While directing that appointments, temporary or casual, be regularized or made permanent, courts are swayed by the fact that the concerned person has worked for some time and in some cases for a considerable length of time. It is not as if the person who accepts an engagement either temporary or casual in nature, is not aware of the nature of his employment. He accepts the employment with eyes open. It may be true that he is not in a position to bargain -- not at arms length -- since he might have been searching for some employment so as to eke out his livelihood and accepts whatever he gets. But on that ground alone, it would not be appropriate to jettison the constitutional scheme of appointment and to take the view that a person who has temporarily or casually got employed should be directed to be continued permanently. By doing so, it will be creating another mode of public appointment which is not permissible. If the court were to void a contractual employment of this nature on the ground that the parties were not having equal bargaining power, that too would not enable the court to grant any relief to that employee. A total embargo on such casual or temporary employment is not possible, given the exigencies of administration and if imposed, would only mean that some people who at least get employment temporarily, contractually or casually, would not be getting even that employment when securing of such employment brings at least some succor to them. After all, innumerable citizens of our vast country are in search of employment and one is not compelled to accept a casual or temporary employment if one is not inclined to go in for such an employment. It is in that context that one has to proceed on the basis that the employment was accepted fully knowing the nature of it and the consequences flowing from it.”

22. It is further observed that

*It is that context that one has to proceed on the basis that the employment was accepted fully knowing the nature of it and the consequences flowing from it. In other words, even while accepting the employment the person knows the nature of his employment. It is not an appointment to a post in the real sense of the terms and further observed that it is, therefore, not possible to accept the argument that there must be direction to make permanent all the persons employed on daily wages. The Court has to ask itself whether the person before it had any legal right to be enforced. Considered in the light of very clear constitutional scheme it cannot be said that the employees had been able to establish a legal right to be made permanent even though they have never been appointed in terms of the relevant rules or in adherence to the Article 14 and 16 of the Constitution. Hon:ble Apex Court held that an absorption, regularisation or permanent, continuance of temporary, contractual, casual, daily wages or ad hoc employees appointed/recruited and continued for a long in public employment deforms the constitutional scheme of public employment.

23. In *State of UP v/s. Neeraj Awasthi ‘ Others (2006) 1 SCC page 667* held that an attempt to induct and employ without following the procedure would be back door appointment. Such back door appointment has been deprecated by this Court times without number.

In *Surendra Prasad Tiwari v/s UP Rajya Krishi Utpadan Mandi Parishad and Others (2006) 7 SCC cases 684* Honble apex Court held that where a daily wager, ad hoc employee, probationer, temporary or contractual employee and appointed without following procedure laid down under Article 14, 16 and 309 of the Constitution, he cannot be directed to be regularised in service.

24. In *Indian Drugs and Pharmaceuticals Limited versus Workmen Indian Drugs ‘ Pharmaceuticals Limited (2007) 1 SCC 8408* in para 31 of the judgment Held “No doubt, there can be occasion when the State or its instrumentalities employ person on temporary or daily wages basis in a contingency as additional hand without following the Required procedure but this does not confirm any right on such person to continue in service or get regular pay unless the employment are made by following the rules. Such appointees do not have any right to claim permanent absorption in the establishment. In paragraph 43, it was observed that *In view of the above observation of this Court, it has to be held that the rules of recruitment cannot be relaxed and the Courts/Tribunals cannot direct regularisation of temporary appointees deforms the rules nor can it direct the continuation of services of a temporary employees whether called casual, ad-hoc or daily rated employee or payment of regular service to them.

25. In view of the aforementioned authoritative pronouncement of the Hon:ble Apex Court, it is established position of law that there is no legal right in temporary employees whether called casual/ad-hoc or daily rated workers to get absorption or to be continued in service or to get regular payment.

26. It is also established by the above cited pronouncement that when the person enter temporary or get engagement as a contractual or a casual worker and the engagement is not based on proper selection as recognised by relevant rules or procedure, he is aware of the consequences of that appointment being temporary, casual or contractual in nature. Such a person cannot invoke the theory of legitimate expectation for being confirmed in the post without an appointment to the post could be made only by following a proper procedure for selection.

27. With regard to the Rulings cited from the side of the Applicant Durgapur Casual Workers Union vs F.C.I and others 2015 I CLR 379 para 18 to 24, it is distinguishable, hence not applicable in the present case because in present case, initial appointment was temporary/locum basis in addition to it, the applicant appeared in selection procedure for regular permanent post but could not compete with other meritorious appointees. Hence, their services were ceased/terminated as per the terms and conditions of their initial appointment. Therefore, it is not a case of victimisation or unfair labour practise.

28. In P.M.More vs. P.O. CGIT No.1, Mumbai reported in 2001(3)LLJ689:2000(3) CLR 113: CDJ2000BHC576 the law cited is also distinguishable because present case does not comes under Section 25-F of the Industrial Disputes Act, 1947 and are not applicable to the present case because in this case, the termination of service was due to terms and conditions of initial appointment.

29. In Bhilwara Dugdh Utpadak Sahakari Samiti Ltd vs V.Vinod Kumar Sharma (dead) by Lrs & Ors. Reported in 2011 III CLR 388 The fact in issue before the Hon'ble Court was related to Section 10 of the contract Labour (Regulation and Abolition) Act 1970 and the question was whether the deceased workman was an employee of appellant and not that of contractor where as the facts of the present case is that the appointee were employed on locum/temporary basis. Termination order passed by the respondent was as per terms of the employment. Further, it is pertinent to mention that after approval of the sanctioned post from the Ministry regular selection procedure was made and the appointee appeared in that procedure but could not compete with the successful candidates. Therefore, the above cited law does not help to the applicants.

30 In Anoop Sharma v. Executive Engineer v. Executive Engineer, Public Health Division No.1 Panipat (Haryana reported in 2010 II CLR 1, the fact of the case before the Hon'ble Apex Court was whether the termination of service was illegal retrenchment. The Hon'ble Apex Court held that due to absence of pleadings by the appellant with regard to the statutory rule or Article 14 and 16 of the Constitution of India has not been followed. Hon'ble Apex Court set aside the judgement of the High Court but in the present case, the facts are entirely different. In the present case, the initial appointment was purely temporary/locum in nature and it has been specifically pleaded by the establishment. In this case after sanction of the plan for regular appointment, examination was conducted in which the applicant had participated but could not compete with other successful candidates. Termination/ceasure from employment was in terms of the employment. So fact being different it has no application in the present case.

31. In view of the aforesaid discussion, I am of the view that it is neither a case of unfair labour practice nor of victimisation on the part of the employer establishment. Further neither there was subterfluge nor camouflage on the part of the employer establishment. Hence, Judicial authorities cited by the applicant is not applicable in present case.

32. In view of the aforesaid reasons, discussions, Issues are answered as follows:

- (1) Whether the employment of the Applicant was on temporary (locum) basis and the same was to last only till the filling of the post on regular basis? If yes, its effect?

Ans. Yes.

The Applicants were on temporary (locum) basis and could last only till the filling of the post on regular basis.

- (2) Whether the regular selection made by the Respondent was in accordance with the relevant Rules, Regulations etc. Applicable to the Respondent? If yes, its effect?

Ans. Yes.

The regular selection made by the Respondent was in accordance with the relevant Rules, Regulations etc. Applicable to the Respondent

- 3) Whether the Applicant having participated in the regular selection, is estopped from raising the present dispute?

Ans. Yes.

- (4) Whether the cessation of appointment of the Applicant on filling up of the post on regular basis amounted to retrenchment so as to require the fulfilment of the conditions precedent as per the provisions of Section 25-F of the Industrial Disputes Act, 1947? If yes, whether the conditions precedent have been complied with in the present case?

Ans. No.

- (5) Whether on the facts and in the circumstances of the case, the application filed by the Applicant under Section 2-A of the Industrial disputes Act, 1947 (as amended) was maintainable?

Ans. Yes.

- (6) Whether the relief for regularization and wages and allowances and other service conditions of regular workman as claimed by the Applicant may be considered and granted under Section 2-A of the Industrial Disputes Act 1947 (as amended)? If yes, whether the Applicant was entitled to get such relief?

Ans. No.

- (7) Whether the terms of appointment as contained in the appointment letter of the Applicant amounted to camouflage to deprive the Applicant of the benefits of the labour laws and whether such controversy can be raised by the Applicant under Section 2-A of the Industrial Disputes Act 1947?

Ans. No

- (8) Whether the cessation of the appointment of the Applicant w.e.f. 11.9.2011 was legal, just and proper?

Ans. Yes.

- (9) To what relief, if any, is the applicant entitled?

Ans. The applicants are not entitled for any relief.

16. In view of the above discussions and reasons stated by me, the workmen are not entitled for reinstatement of service and back wages.

17. Award is passed accordingly.

Copy of this Award may be placed in the file of Application CGIT-10 of 2012 and Application CGIT-11 of 2012.

Justice RAVINDRA NATH KAKKAR, Presiding Officer

नई दिल्ली, 9 मार्च, 2021

का.आ. 209.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ सं. 22/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 09.03.2021 को प्राप्त हुआ था।

[सं. एल-12012/99/2006-आई आर (बी- II)]

सीमा बंसल अनुभाग अधिकारी

New Delhi, the 9th March, 2021

S.O. 209.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 22/2007) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and their workmen, received by the Central Government on 09.03.2021.

[No. L-12012/99/2006-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT LUCKNOW

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

I.D. No. 22/2007

Ref. No. L-12012/99/2006-IR(B-II) dated 28.05.2007

BETWEEN :

Shri Pawan Kumar, S/o Late Shri Ram Gopal
R/o 460, Malviya Road, Gandhi Nagar
(Near Chaman Vatika), Gandhinagar, Basti, UP.

Vs

The Assistant General Manager
Punjab National Bank
10, Ashok Marg, Lucknow.

AWARD

1. By order No. L-12012/99/2006-IR(B-II) dated 28.05.2007 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 the Shri Pawan Kumar, S/o Late Shri Ram Gopal, R/o 460, Malviya Road, Gandhi Nagar, (Near Chaman Vatika), Gandhinagar, Basti, UP and the Assistant General Manager, Punjab National Bank, 10, Ashok Marg, Lucknow for adjudication.

The reference under adjudication is:

“WHETHER THE ACTION OF THE MANAGEMENT OF PUNJAB NATIONAL BANK IN COMPULSORILY RETIRING SHRI PAWAN KUMAR, CTO, VIDE PUNISHMENT ORDER DATED 17.01.2006 IS LEGAL AND JUSTIFIED? IF NOT, TO WHAT RELIEF THE CONCERNED WORKMAN IS ENTITLED?”

2. It is admitted case of the parties that the workman, Pawan Kumar was working as Computer Terminal Operator (CTO) at Basti when he was issued a major penalty charge sheet dated 16.06.2004 for gross misconduct, which was duly replied by the workman; and the management of the Bank, being unsatisfied with the reply of the workman, appointed Sri K. R. Lamba, Branch Manager, Jogia as Enquiry Officer, who submitted his enquiry report vide letter dated 09.09.2005 before the disciplinary authority. The Disciplinary Authority, on the basis of findings of the Enquiry Officer, sought reply of the workman vide letter dated 19.09.2005; which was duly replied by the workman vide his reply dated 24.09.2005. Subsequently, the workman was issued a show cause notice dated 30.12.2005; whereby the workman was proposed of the punishment of ‘compulsory retirement with superannuation benefits’; and in response thereto the workman appeared before the disciplinary authority to submit his defence. The Disciplinary Authority issued punishment order dated 17.01.2006, which was confirmed by the Appellant Authority after considering reply dated 04.03.2006 vide order dated 12.04.2006.

3. It has been alleged by the charge sheet dated 16.06.2004 is false and frivolous and the inquiry officer conducted the departmental inquiry without observing the due procedure of domestic inquiry, in violation of the principles of natural justice, inasmuch as the Inquiry Officer during the inquiry did afford proper opportunity to the workman for his defence. Moreover, the Disciplinary Authority and Appellate Authority issued punishment order and appellate order without considering the reply to the show cause and his appeal respectively. Accordingly, the workman has prayed that the Departmental proceedings which were conducted in violation to the principles of natural justice is liable to be set aside.

4. The management of the Bank in its written statement has denied the allegations of the workman and has defended its domestic proceedings with submission that the workman had been afforded all reasonable opportunity given under rules the principles of natural justice were fully complied with; hence, there is no anomaly with it; and accordingly, has prayed that domestic enquiry proceedings conducted by it may be upheld and the action of the Bank vide order dated 17.01.2006 be declared just, fair and legal without any benefit to the workman concerned.

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

6. The parties filed documents in support of their respective case. Following preliminary issues were framed in the presence of the parties vide order dated 18.09.2012:

(i) *Whether the enquiry is fair and proper, if not so its effects?*

(ii) *Whether the finding of inquiry officer is perverse, if so its effect.*

After framing of preliminary issues, the parties were called upon to adduced their respective evidence in support of preliminary issues; whereupon the workman examined himself; whereas the management examined Sri Khushi Ram Lamba, Inquiry Officer in support of their case. The parties availed opportunity to cross-examine witnesses of each other apart from submitting their written submissions; however, only authorized representative of the workman submitted his oral arguments in support of preliminary issue No. 1.

7. The workman, during pendency of present industrial dispute, filed a Writ Petition No. 6360 (MS) of 2015 Pawan Kumar vs Presiding Officer, Central Govt. Industrial Tribunal & others. before Hon'ble High Court, Lucknow Bench, Lucknow; wherein the Hon'ble High Court, Lucknow Bench, Lucknow pleased to dispose of said Writ Petition vide order dated 05.07.2019. The relevant portion of the orders is reproduced hereunder:

"This writ petition is finally disposed of with a direction to the respondent no. 1 Presiding Officer, Central Government Industrial Tribunal –cum- Labour Court, Lucknow to decide the Adjudication I.D. Case No. 22 of 2007 (Pawan Kumar vs. Punjab National Bank & Others) at the earliest, say within a period of six months from the date of certified copy of order is produced before it"

8. Accordingly, the parties were called upon to argue in respect of preliminary issue no. 1; and when the authorized representative of the management did not turn up for arguments; accordingly, heard oral submissions of the authorized representative of the workman only and after perusal of the entire evidence available on record, the issue No. 1 was decided in favour of the management with following order:

"Thus, from the facts & circumstances of the case and discussions made hereinabove, I am of the considered opinion that the disciplinary enquiry, against the workman, was conducted in accordance with the principles of natural justice and the workman was afforded all reasonable opportunity to defend himself. As such, the issue No. 01 is decided in favour of the management."

9. After deciding issue No. 1 in favour of the management, an additional issue was framed as follows:

(3) *Whether the punishment imposed is proportionate to the charges or not?*

Further, keeping in view of the directions of the Hon'ble High Court vide order dated 05.07.2019 in the Writ Petition No. 6360 (MS) of 2015 Pawan Kumar vs Presiding Officer, Central Govt. Industrial Tribunal & others., the parties were called upon to submit their submissions on issue No. 2 & 3; however, none of the parties filed any written submission, within the stipulated time.

10. I have scanned pleadings of the respective parties and entire evidence, documentary as well as oral, relied upon by the parties.

Issue No. 02:

11. In the instant case the workman was charge sheeted for his alleged gross misconduct, prejudicial to the interest of the Bank. It has been alleged in the charge sheet that the workman recommended the KCC accounts without ascertaining the mandatory requirements, due to which the bank's money was put to jeopardy, difficult for recovery. The inquiry and its findings were upheld by this Tribunal vide order dated 27.01.2020, holding that the disciplinary enquiry was conducted in accordance with the principles of natural justice and the workman was afforded all reasonable opportunity to defend himself. Moreover, from perusal of the inquiry proceedings available on record as well as inquiry report, submitted by the Inquiry Officer, it is evident that the findings of the Inquiry Officer were based upon the evidence collected during inquiry, after affording all reasonable opportunities to the workman to defend himself. Thus, it would be well inferred that the findings of the Inquiry Officer do not suffer with the vice of perversity; and accordingly, the issue No. 02 is decided in favour of the management.

Issue No. 03:

12. Now, after decision of the preliminary issue no. 02, in the favour of the management, the submissions of the workman that the punishment imposed upon him is disproportionate and this Tribunal should interfere into it within the provisions providing under Section 11 A of the Industrial Disputes Act, 1947 is taken into account. In this regard, it is well settled that the Labour Court has ample power under section 11-A of the Industrial Disputes Act, 1947 to substitute a lesser punishment, taking into consideration the facts and circumstances of the case. Moreover, the principle of proportionality calls for interference of this Court into the punishment imposed by the management i.e. of removal in view of law in *Joseph Solomon vs. Presiding Officer, Labour Court, U.P., Dehradun & another* 2012 (134) FLR 424.

13. It is admitted proposition of law that the Court cannot sit in appeal or it cannot re-appreciate the evidence relied before Inquiry Officer; in as much as it cannot alter the order or punishment; however, the scope of invoking the powers given under Section 11 A of the Act, by the Labour Court is confined to the condition that the Court should interfere with the order of punishment when it is disproportionate with respect to the misconduct committed or it is harsh. Admittedly, in the instant case the workman was given charge sheet for committing misconduct of 'doing acts prejudicial to the interest of the bank' i.e. putting the bank's money to jeopardy, whereby making it difficult for recovery; and was penalized with punishment of compulsory retirement with superannuation benefits i.e. Pension and/or Provident Fund and Gratuity. Moreover, this Tribunal vide its order dated 27.01.2020 has found that "the disciplinary enquiry was conducted in accordance with the principles of natural justice and the workman was afforded all reasonable opportunity to defend himself; and also it is held, in the preceding para, that the findings of the Enquiry Officer do not suffer with the vice of perversity.

14. Hon'ble Apex Court in *B.C. Chayurvedi v. Union of India*, (1995) 6 SCC 749 while discussing about the scope of judicial review, in disciplinary matters, has observed as under:

"The High Court/Tribunal, while exercising the power of judicial review, cannot normally substitute its own conclusion on penalty and impose some other penalty. If the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the High Court/Tribunal, it would appropriately mold the relief, either directing the disciplinary/appellate authority to reconsider the penalty imposed, or to shorten the litigation, it may itself, in exceptional and rare cases, impose appropriate punishment with cogent reasons in support thereof."

In *DG, RPF vs. Sai Babu* (2003) 4 SCC 331, Hon'ble Apex Court has observed that:

"6..... Normally, the punishment imposed by a disciplinary authority should not be disturbed by the High Court or a tribunal except in appropriate cases that too only after reaching a conclusion that the punishment imposed is grossly or shockingly disproportionate, after examining all the relevant factors including the nature of charges proved against, the past conduct, penalty imposed earlier, the nature of duties assigned having due regard to their sensitiveness, exactness expected of an discipline required to be maintained, and the department/establishment which the delinquent person concerned works."

In *United Commercial Bank vs. P.C. Kakkar* (2003) 4 SCC 364 Hon'ble Apex Court on review of a long line of cases and the principles of judicial review of administrative action under English law summarized the legal position in the following words:

"11. The common thread running through in all these decisions is that the court should not interfere with the administrators' decision unless it was illogical or suffers from procedural impropriety or was shocking to the conscience of the court, in the sense that it was in defiance of logic or moral standards. In view of what has been stated in Wednesbury case the court would not go into the correctness of the choice made by the administrator open to him and the court should not substitute its decision to that of the administrator. The scope of judicial review is judicial review is limited to the deficiency in decision-making process and not the decision."

12. To put it differently, unless the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the court/tribunal, there is no scope for interference. Further, to shorten litigation it may, in exceptional and rare cases, impose appropriate punishment by recording cogent reasons in support thereof."

In *Union of India vs. S.S. Ahluwalia* (2007) 7 SCC 257 Hon'ble Supreme Court reiterated the legal position as follows:

"8. The scope of judicial review in the matter of imposition of penalty as a result of disciplinary proceedings is very limited. The court can interfere with the punishment only if it finds the same to be shockingly disproportionate to the charges found to be proved."

In *State of Meghalaya v. Mecken Singh N. Marak* (2008) 7 SCC 580 Hon'ble Supreme Court stated that:

"The punishment imposed by the disciplinary authority or the appellate authority unless shocking to the conscience of the court, cannot be subjected to judicial review."

15. Hon'ble Apex Court in *Administrator, Union Territory of Dadra and Nagar Haveli vs. Gulbhia M. Lad* (2010) 2 SCC (L&S) 101 has observed that

“The legal position is fairly well settled that while exercising the power of judicial review, the High Court or a Tribunal cannot interfere with the discretion exercised by the disciplinary authority, and/or on appeal the appellate authority with regard to the imposition of punishment unless such discretion suffers from illegality or material procedural irregularity or that would shock the conscience of the court/tribunal. The exercise of discretion in imposition of punishment by the disciplinary authority or appellate authority is dependent on host of factors such as gravity of misconduct, past conduct, the nature of duties assigned to the delinquent, responsibility of the position that the delinquent holds, previous penalty, if any, and the discipline required to be maintained in the department or establishment he works. Ordinarily the court or the tribunal would not substitute its opinion on reappraisal of facts.”

16. In the instant case the workman, committed gross negligence while performing his official duties. The workman who was authorized to recommend for sanction of KCC accounts, recommended the number of KCC accounts without ascertaining the mandatory requirements, in respect of the customers, provided under Rules. This negligent and irresponsible conduct of the workman caused financial loss to the bank and was prejudicial to the interests of the Bank.

Needless to point out that the act of putting Bank's money to jeopardy speaks ill of the honesty and integrity of the workman concerned. This is definitely an act prejudicial to the interest of the Bank, which leads to loss of faith in the workman. In *Air India Corporation Bombay vs. V.A. Ravellow 1972 (25) FLR 319 (SC)* it has been observed that:

“Once the employer has lost the confidence in the employee and the bona fide loss of confidence is affirmed, the order of punishment must be considered to be immune from challenge, for the reason that discharging the office of trust and confidence requires absolute integrity, and in a case of loss of confidence, reinstatement cannot be directed.”

In *Knhaiyalal Agarwal and others vs. Factory Manager, Gwalior Sugar Co. Ltd. AIR 2001 SC 3645* Hon'ble Apex court laid down the test for loss of confidence to find out as to whether there was bona fide loss of confidence in the employee, observing that:

“(i) the workman is holding the position of trust and confidence; (ii) by abusing such position, he commits act which results in forfeiting the same; and (iii) to continue him in service/establishment would be embarrassing the inconvenient to the employee, or would be detrimental to the discipline or security of the establishment. Loss of confidence cannot be subjective, based upon the mind of the management. Objective facts which would lead to a definite inference of apprehension in the mind of the management, regarding trust worthiness or reliability of the employee, must be alleged and proved.”

In *State Bank of India and another v. Bela Bagchi and others AIR 2005 SC 3272*, repelled the contention that even if by the misconduct of the employee the employer does not suffer any financial loss, he can be removed from service in a case of loss of confidence.

17. Thus, the Bank being a financial institution dealing with the public money, the employees of the Bank are required to exhibit utmost honesty and integrity in day to day transaction/functioning. The act of dishonesty or fraud or misappropriation lowers down the reputation of Bank in public. The public lose their confidence in Bank, which affects Bank's business and finally the national economy.

18. Hon'ble Apex Court in (2011) 1 Supreme Court Cases (L&S) 721 has observed that:

“7. It is now well settled that the courts will not act as an appellate court and reassess the evidence led in the domestic enquiry, nor interfere on the ground that another view is possible on the material on record. If the inquiry has been fairly and properly held and the findings are based on evidence, the question of adequacy of the evidence or the reliable nature of the evidence will not be grounds for interfering with the findings in departmental enquiries. Therefore, the courts will not interfere with findings of fact recorded in departmental inquiries, except where such findings are based on no evidence or where they are clearly perverse. The test to find out perversity is to see whether a tribunal acting reasonably could have arrived at such conclusion or findings, on the material on record. The courts will however interfere with the findings in disciplinary matters, if principles of natural justice or statutory regulations have been violated or if the order is found to be arbitrary, capricious, mala fide or based on extraneous considerations.”

19. In the instant case the charge of gross negligence and putting the Bank's money to jeopardy was found to be proved and principles of natural justice were properly observed while conducting the departmental inquiry; and also the findings of the Inquiry Officer were not found to be perverse; however, the workman, taking a lenient view, had been awarded punishment of compulsory retirement with superannuation benefits, which cannot be said to be disproportionate or harsh to the proved misconduct, at any stretch of imagination.

Therefore, in of the facts and the circumstances of the case; and law cited hereinabove, there is no justification in interfering with the punishment imposed upon the workman by the Disciplinary Authority for proved gross misconduct. Accordingly, I am of the considered opinion that the workman is not entitled for any relief.

20. Award as above.

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

LUCKNOW

25th November, 2020

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 10 मार्च, 2021

का.आ. 210.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनियन बैंक आफ इंडिया के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 73/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 10.03.2021 को प्राप्त हुआ था।

[सं. एल-12012/32/2009-आई आर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 10th March, 2021

S.O. 210.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 73/2009) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of Union Bank of India, and their workmen, received by the Central Government on 10.03.2021.

[No. L-12012/32/2009-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

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

NO. CGIT/LC/R/73/2009

Present: P. K. Srivastava, H.J.S..(Retd)

Shri K. M. Ukey,
S/o Later Mahadeo Ukey
C/o Smt. Seema Ukey,
LIC Agent near Reliance Tower,
Narmada Nagar, Gwarighat Road,
Jabalpur (M.P.)

...Workman

Versus

The Regional Manager,
Union Bank of India,
Regional Office,
Gurunanak Market, Rasal Chowk,
Napier Town (Jabalpur)

...Management

AWARD

(Passed on this 22nd day of February-2021)

1. As per letter dated 12/8/2009 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-12012/32/2009-IR(B-II). The dispute under reference relates to:

“Whether the action of the management of Regional Manager, Union Bank of India, Regional Office, Russel Chowk, Jabalpur(MP) in dismissing the services of Shri K.M.Ukey S/o late Mahadeo Ukey, Ex-Clerk/Cashier, Regional Office, Jabalpur w.e.f. 24/12/2001 is legal and justified? What relief are workman is entitled to? .”

2. After registering the case on the basis of reference, notices were sent to the parties. Parties put up their respective claim and defence, in their statements.

3. The case of the workman as stated in his statement of claim is that he was first selected on the post of clerk/cashier with the Management Bank and joined with the bank on 4-11-1982 in its Regional Office at Jabalpur. He has been honestly and sincerely working since then till 4-12-1998 when a disciplinary action was initiated against him. He was suspended vide order dated 4-12-1998, issued by the Management and show case notice was issued. His suspension was arbitrary, without any basis. He was issued a charge-sheet and a departmental inquiry was conducted against him. It is the case of the workman that during inquiry the documents were not supplied to him along with chargesheet. No documents are annexed with the chargesheet. Charge itself is incorrect. On 22-2-99, the workman requested the Disciplinary Authority to supply documents related to the charges leveled against him. On application dated 22-2-99, documents specimen left handwriting of workman dated 25-9-98, chief dated 18-2-1998 were supplied by Disciplinary Authority. Workman filed reply dated 24-3-99 denied charges against him. Vide letter dated 14-1-00, Disciplinary Authority informed explanation submitted by workman was not convincing/satisfactory. Memorandum dated 3-3-00, workman was directed to attend inquiry on 18-3-00. Enquiry was postponed. Vide memorandum dated 20-4-00, workman was advised to attend inquiry on 29-5-00. That inquiry proceedings dated 29-5-00 is not fair. It is alleged to be malafide. Documents M-1 to 13 were supplied on 29-5-00. Manager of Sehore Branch was produced as witness. On 16-6-00. Inquiry was postponed. Enquiry was held on 28-8-00. Inquiry Officer duly appointed had not issued memo about date of hearing. Enquiry on 28-9-00 was cancelled. On 23-9-00, memo was issued for inquiry holding inquiry on 5-10-00. The inquiry was not settled. That statement of Management's witness was not settled. That statement of Management's witness P.K.Mehta is based on photocopies. Hukumchand admitted that he has no knowledge about the handwriting. On such grounds, workman submits that inquiry is vitiated.

4. The Management while filing written statement has reiterated that the workman was recruited as per order dated 14-10-82, while working as clerk cum cashier in Sehore branch, the workman committed acts of omission. Chargesheet was issued vide order dated 5-2-99 on the workman. The workman had submitted his reply. The Inquiry Officer and the Presenting Officer were appointed, P.K.Chakravorty, General Secretary of Union was allowed as Defence Assistant. Inquiry was conducted issuing notices to the workman. It is reiterated that inquiry was properly conducted. The workman did not avail the opportunity of personal hearing.

5. Following preliminary issue was framed by my learned Predecessor:-

(1) Whether the departmental inquiry conducted against the workman was legal and proper?”

6. Parties were given opportunity to lead their respective evidence on this issue. The Management admitted the documents of the workman which were marked as Exhibit W1 to W16. The workman side also admitted the documents filed by the Management which were marked as Exhibit M1 to M18 respectively. These documents are mainly inquiry papers and papers related to the inquiry. Both the sides examined witnesses on their behalf on this preliminary issue. Vide his order dated 16-3-2017 my learned Predecessor decided the preliminary issue in favour of Management holding that the inquiry was legal and proper and fair opportunity was given to the workman during the inquiry. His this order is part of this award.

7. My learned Predecessor also framed three additional issues vide the same order which are as follows:-

(1) Whether the charges alleged against the workman are proved from evidence in the inquiry proceedings.?

(2) Whether the punishment of dismissal imposed against the workman is legal and proper?”

(3) If so, to what relief the workman is entitled to ?”

8. After order on preliminary Issue No.1, parties were given opportunity to lead the evidence on remaining issues. No evidence was adduced, hence the case was fixed for arguments.

9. After many adjourned hearings, when the case was taken for arguments, none was present from the side of workman, hence, arguments of Mr. Shailendra Pandey, learned Counsel for Management were heard. The workman was given opportunity to file written arguments but no arguments was filed.

10. I have perused the record in the light of rival arguments. My findings on the above issues are as follows:-

ISSUE NO. 1:-

11. The management has proved the memorandum of chargesheet, proceedings of inquiry, inquiry report, show cause notice issued by the Disciplinary Authority on inquiry, order of Controlling Authority, representation of the workman against the punishment and order of Appellate Authority as well other papers relevant to inquiry which are exhibit M1 to M18. On perusal of these papers as well as the documents filed by workman and statements of witnesses reveals that the charge against the workman was that he committed fraud by withdrawing an amount of Rs.20,000/- as well also mis-appropriating Rs.10,000/- from Sihora(J) Branch which amounts to misconduct in terms of para 19 of the Bipartite settlement dated 19-10-1966, thereby committing cross misconduct and doing acts prejudicial to the interest of the bank, involving the bank in serious losses. The basis of charge was that the workman introduced Shri Madhav Prasad Sen for opening his saving bank account No."8973" with the bank on 11-8-1997 with initial deposit of Rs.70,000/- in cash. It was alleged that on 31-1-1998 the workman wrote a requisition letter for obtaining loose cheques for withdrawal of Rs.10,000/- on the behalf of the account holder Mr. Sen and issued loose cheque No.71608 to him. Thereafter, according to the charge, the workman misused the said requisition for obtaining regular cheque book on 16-2-1998 by tearing off the margin portion of the requisition letter where noting's of loose cheque were made and thereafter withdrawing Rs.10,000/- and Rs.20,000/- by forging the signatures of account holder on two cheques namely viz 42081 and 42082 and misappropriating the amount, thereby causing loss to the bank and the account holder. It appears from the perusal of the inquiry papers that during the inquiry, report of hand writing expert was called upon and stated that the sign on the cheques were in fact not made by the account holder rather they were made by the workman in his own writing. It also came out in the inquiry that it appeared from the evidence collected during the inquiry that the account holder also denied having ever applied for regular cheque book and there is on record the statement of inquiry witnesses which I have gone through and the evidence in the light of report of hand writing experts conclusively prove the aforesaid charges against the workman, hence all arguments of the workman on this point are liable to be brushed aside as they have not been proved. **Accordingly the Issue No.1 is decided Against the workman, holding the charges of misconduct proved on the basis of inquiry papers.**

ISSUE NO.2:-

12. Now, after decision of the preliminary issue no. 01, in the favour of the management, the submissions of the workman that the punishment imposed upon him is disproportionate and this Tribunal should interfere into it within the provisions providing under Section 11 A of the Industrial Disputes Act, 1947 is taken into account. In this regard, it is well settled that the Labour Court has ample power under section 11-A of the Industrial Disputes Act, 1947 to substitute a lesser punishment, taking into consideration the facts and circumstances of the case. Moreover, the principle of proportionality calls for interference of this Court into the punishment imposed by the management i.e. of removal in view of law in **Joseph Solomon vs. Presiding Officer, Labour Court, U.P., Dehradun & another 2012 (134) FLR 424.**

13. It is admitted proposition of law that the Court cannot sit in appeal or it cannot re-appreciate the evidence relied before Inquiry Officer; in as much as it cannot alter the order or punishment; however, the scope of invoking the powers given under Section 11 A of the Act, by the Labour Court is confined to the condition that the Court should interfere with the order of punishment when it is disproportionate with respect to the misconduct committed or it is harsh. Moreover, this Tribunal has found that "the disciplinary enquiry was conducted in accordance with the principles of natural justice and the workman was afforded all reasonable opportunity to defend himself; and also it is held, in the preceding para, that the findings of the Enquiry Officer do not suffer with the vice of perversity.

14. Hon'ble Apex Court in **B.C. Chaturvedi v. Union of India, (1995) 6 SCC 749** while discussing about the scope of judicial review, in disciplinary matters, has observed as under:

"The High Court/Tribunal, while exercising the power of judicial review, cannot normally substitute its own conclusion on penalty and impose some other penalty. If the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the High Court/Tribunal, it would appropriately mold the relief, either directing the disciplinary/appellate authority to reconsider the penalty imposed, or to shorten the litigation, it may itself, in exceptional and rare cases, imposed appropriate punishment with cogent reasons in support thereof."

15. In **DG, RPF vs. Sai Babu (2003) 4 SCC 331**, Hon'ble Apex Court has observed that:

Normally, the punishment imposed by a disciplinary authority should not be disturbed by the High Court or a tribunal except in appropriate cases that too only after reaching a conclusion that the punishment imposed is grossly or shockingly disproportionate, after examining all the relevant factors including the nature of charges proved against, the past conduct, penalty imposed earlier, the nature of duties assigned having due regard to their sensitiveness, exactness expected of an

discipline required to be maintained, and the department /establishment which the delinquent person concerned works.”

16. In United Commercial Bank vs. P.C. Kakkar (2003) 4 SCC 364 Hon’ble Apex Court on review of a long line of cases and the principles of judicial review of administrative action under English law summarized the legal position in the following words:

The common thread running through in all these decisions is that the court should not interfere with the administrators’ decision unless it was illogical or suffers from procedural impropriety or was shocking to the conscience of the court, in the sense that it was in defiance of logic or moral standards. In view of what has been stated in Wednesbury case the court would not go into the correctness of the choice made by the administrator open to him and the court should not substitute its decision to that of the administrator. The scope of judicial review is limited to the deficiency in decision-making process and not the decision.

To put it differently, unless the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the court/tribunal, there is no scope for interference. Further, to shorten litigation it may, in exceptional and rare cases, impose appropriate punishment by recording cogent reasons in support thereof.”

17. In Union of India vs. S.S. Ahluwalia (2007) 7 SCC 257 Hon’ble Supreme Court reiterated the legal position as follows:

“..... The scope of judicial review in the matter of imposition of penalty as a result of disciplinary proceedings is very limited. The court can interfere with the punishment only if it finds the same to be shockingly disproportionate to the charges found to be proved.”

18. In State of Meghalaya v. Mecken Singh N. Marak (2008) 7 SCC 580 Hon’ble Supreme Court stated that:

“The punishment imposed by the disciplinary authority or the appellate authority unless shocking to the conscience of the court, cannot be subjected to judicial review.

19. Hon’ble Apex Court in Administrator, Union Territory of Dadra and Nagar Haveli vs. Gulbhia M. Lad (2010) 2 SCC (L&S) 101 has observed that :

“The legal position is fairly well settled that while exercising the power of judicial review, the High Court or a Tribunal cannot interfere with the discretion exercised by the disciplinary authority, and/or on appeal the appellate authority with regard to the imposition of punishment unless such discretion suffers from illegality or material procedural irregularity or that would shock the conscience of the court/tribunal. The exercise of discretion in imposition of punishment by the disciplinary authority or appellate authority is dependent on host of factors such as gravity of misconduct, past conduct, the nature of duties assigned to the delinquent, responsibility of the position that the delinquent holds, previous penalty, if any, and the discipline required to be maintained in the department or establishment he works. Ordinarily the court or the tribunal would not substitute its opinion on reappraisal of facts.

20. Needless to point out that the act of fraud speaks ill of the honesty and integrity of the workman concerned. This is definitely an act prejudicial to the interest of the Bank, which leads to loss of faith in the workman. In Air India Corporation Bombay vs. V.A. Ravellow 1972 (25) FLR 319 (SC) it has been observed that:

“Once the employer has lost the confidence in the employee and the bona fide loss of confidence is affirmed, the order of punishment must be considered to be immune from challenge, for the reason that discharging the office of trust and confidence requires absolute integrity, and in a case of loss of confidence, reinstatement cannot be directed.”

20. In Knhaiyalal Agarwal and others vs. Factory Manager, Gwalior Sugar Co. Ltd. AIR 2001 SC 3645 Hon’ble Apex court laid down the test for loss of confidence to find out as to whether there was bona fide loss of confidence in the employee, observing that:

“(i) the workman is holding the position of trust and confidence; (ii) by abusing such position, he commits act which results in forfeiting the same; and (iii) to continue him in service/establishment would be embarrassing the inconvenient to the employee, or would be detrimental to the discipline or security of the establishment. Loss of confidence cannot be subjective, based upon the mind of the management. Objective facts which would lead to a definite inference of apprehension in the mind of the management, regarding trust worthiness or reliability of the employee, must be alleged and proved.”

21. In *State Bank of India and another v. Bela Bagchi and others AIR 2005 SC 3272*, repelled the contention that even if by the misconduct of the employee the employer does not suffer any financial loss, he can be removed from service in a case of loss of confidence.

22. Thus, the Bank being a financial institution dealing with the public money, the employees of the Bank are required to exhibit utmost honesty and integrity in day to day transaction/functioning. The act of dishonesty or fraud or misappropriation lowers down the reputation of Bank in public. The public lose their confidence in Bank, which affects Bank's business and finally the national economy.

23. **Hon'ble Apex Court in (2011) 1 Supreme Court Cases (L&S) 721** has observed that:

It is now well settled that the courts will not act as an appellate court and reassess the evidence led in the domestic enquiry, nor interfere on the ground that another view is possible on the material on record. If the inquiry has been fairly and properly held and the findings are based on evidence, the question of adequacy of the evidence or the reliable nature of the evidence will not be grounds for interfering with the findings in departmental enquiries. Therefore, the courts will not interfere with findings of fact recorded in departmental inquiries, except where such findings are based on no evidence or where they are clearly perverse. The test to find out perversity is to see whether a tribunal acting reasonably could have arrived at such conclusion or findings, on the material on record. The courts will however interfere with the findings in disciplinary matters, if principles of natural justice or statutory regulations have been violated or if the order is found to be arbitrary, capricious, mala fide or based on extraneous considerations."

24. In the instant case the charge of gross misconduct was found to be proved and principles of natural justice were properly observed while conducting the departmental inquiry; and also the findings of the Inquiry Officer are not found to be perverse; however, the punishment imposed on workman cannot be said to be disproportionate or harsh to the proved misconduct, at any stretch of imagination.

25. Accordingly keeping in view the nature of charges, the punishment cannot be said to be shockingly so disproportionate to warrant any interference by the Tribunal. Thus the punishment imposed is held proportional to the charge. **Issue No.2 is decided accordingly.**

ISSUE NO.3:-

26. Therefore, in the light of the facts and the circumstances of the case; and law cited hereinabove, there is no justification in interfering with the punishment imposed upon the workman by the Disciplinary Authority for proved gross misconduct. Accordingly, I am of the considered opinion that the workman is not entitled for any relief. **Thus Issue No.3 is answered accordingly.**

27. On the basis of the above discussion, following award is passed:-

A. The action of the management of Regional Manager, Union Bank of India, Regional Office, Russel Chowk, Jabalpur (MP) in dismissing the services of Shri K.M. Ukey S/o late Mahadeo Ukey, Ex-Clerk/Cashier, Regional Office, Jabalpur w.e.f. 24/12/2001 is held legal and justified."

B. The workman is held entitled to no relief.

28. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

DATE: 22.2.2021

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 10 मार्च, 2021

का.आ. 211.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जे.के. लक्ष्मी सीमेंट लि., मै. गैशन डंकरले एंड कं. लि. के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 56/15) को प्रकाशित करती है जो केन्द्रीय सरकार को 10.03.2021 को प्राप्त हुआ था।

[सं. एल-29011/4/2015-आई आर (एम)]

नवीन वैद्य, उप निदेशक

New Delhi, the 10th March, 2021

S.O. 211.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 56/15) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of J.K. Laxmi Cement Ltd., M/s. Gannon Dunkerley & Co. Ltd., and their workmen, received by the Central Government on 10.03.2021.

[No. L-29011/4/2015-IR(M)]

NAVIN VAIDYA, Dy. Director

ANNEXURE

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

NO. CGIT/LC/R/56/15

Present: P. K.Srivastava H.J.S..(Retd)

The President,
Cement & Khadan Shramik Union (AITIC) Jr. MIG
11/807, MPHB Industrial Estate,
Bhilai District-Durg (CG)
Durg-490026

...Workman

Versus

The Unit Head
J.K. Laxmi Cement Ltd.,
Malpuri, Khurd, Ahiwara,
District-Durg(CG)

The Project Manager
M/s. Gannon Dunkerley & Co. Ltd.
C/o M/s J.K. Laxmi Cement,
Malpuri, Khurd,
Ahiwara, District
Durg (CG)

... Management

AWARD

(Passed on this 19th day of February-2021)

1. As per letter dated 3/6/2015 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of I.D.Act, 1947 as per Notification No. L-29011/4/2015-IR(M). The dispute under reference relates to:

“Whether the action of the management of M/s J.K.Laxmi Cement Limited and M/s. Gannon Dunkerley and Co. Ltd. In removing 5 and 141 workers by means of verbal communication from the employment is justified? If not, what relief the workers are entitled to including the wages of illegal removal period?” .”

2. After registering the case on the basis of reference, notices were sent to the parties.

3. The workman side never appeared inspite of sufficient service of notice. They did not file any statement of claim but the Management side appeared and first filed preliminary objection, thereafter statement of defence. The Management also filed copy of agreement entered into between the Management of M/s JK Lakshmi Cement Ltd.Durg and the contractor M/s Gannon Dunkerley & Company Ltd. New Delhi. The case was ordered to be proceeded ex-parte against the workman vide order dated 4-7-2019.

4. The Management filed affidavit of its witness which is un-cross-examined.

5. At the stage of arguments also none appeared from the side of the workman, hence ex-parte arguments were heard as advanced by Management counsel Shri Devendra Gangrade.

6. The case of Management as stated in their preliminary objection and statement of defence is mainly that in order to execute some civil work an agreement was executed between the Management of M/s. JK Lakshmi Cement Ltd.Durg and M/s Gannon Dunkerley & Company Ltd. New Delhi. The applicant workers were engaged by the contractor as contract labours and after accomplishment of the contract work, the company closed its operations. It is further pleaded that there has never been relation of an employer and employee

relation between the management of M/s JK Lakshmi Cement Ltd.Durg and the applicant workers, hence there is no industrial dispute between them. Accordingly it has been prayed that the reference be answered against the applicant/workman. In the affidavit of Management witness filed, which is un-cross-examined, the aforesaid pleadings have been reiterated.

7. **The reference is the point for determination, in the case in hand.**

8. The burden to prove its case squarely lies on the applicant/workman. They did not file any statement of claim nor did they file any evidence documentary or oral hence, they have miserably failed to establish their claim on the other hand the evidence in the form of un-cross-examined affidavit of Management witness and copy of agreement, filed and proved, clearly shows that the applicant workman were employees of the contractor and not the Management of M/s JK Lakshmi Cement Ltd.Durg.

9. The Management has further relied on case law **General Manager(OSD),Bengal Nagpur Cotton Mill,Rajnandgaon Vs. Bharat Lal and Another** (2011) 1 SCC 635. It has been held in the referred case that the onus of proof to prove the fact of employer-employee relationship lies on the person who claims it. Hon'ble the Apex Court has held two well recognized tests namely (i) Principal employer pays salary instead of contractor and (ii)Principal employer controls and supervises the work of employees, are the tests to decide whether the contract labour is the employee of the principal employer or not.

10. In the light of the above discussion, holding that the workman side has failed to prove that they were in fact the employees of the Managment of M/s. JK Lakshmi Cement Ltd.Durg ,hence they are entitled to no relief.

11. Accordingly, following award is passed:-

A. The action of the management of M/s J.K. Laxmi Cement Limited and M/s. Gannon Dunkerley and Co. Ltd. In removing 5 and 141 workers by means of verbal communication from the employment is held justified and legal.

B. The workman is held entitled to no relief.

12. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

DATE: 19.2.2021

P.K.SRIVASTAVA, Presiding Officer

नई दिल्ली, 10 मार्च, 2021

का.आ. 212.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इम्पलाइज स्टेट इंशोरेंस कोरपोरेशन के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 102/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 10.03.2021 को प्राप्त हुआ था।

[सं. एल-17011/5/2015-आई आर (एम)]

नवीन वैद्य, उप निदेशक

New Delhi, the 10th March, 2021

S.O. 212.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 102/2015) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of Employees' State Insurance Corporation, and their workmen, received by the Central Government on 10/03/2021.

[No. L-17011/5/2015-IR(M)]

NAVIN VAIDYA, Dy. Director

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

NO. CGIT/LC/R/ 102/2015

Present: P.K. Srivastava, H.J.S..(Retd)

The General Secretary,
 Akhil Bhartiya Karamchari Mahasang,
 28-B, Narayan Park, B/h, Chankheda Railway
 Station Sabarmati,
 Ahmedabad (Gujarat)-382470

...Workman

Versus

The Deputy Director,
 Employees State Insurance Corporation,
 Regional Office, Panchdeep Bhawan,
 Nanda Nagar, Indore-452011

...Management

AWARD

(Passed on this 23rd day of February 2021)

1. As per letter dated 1/1/2015 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-17011/5/2015-IR(M) The dispute under reference relates to:

“Whether the demand of the union related to 6 terminated employees(As per Annexure A) for re-appointment, regularization, promotion and all other consequential benefits like leave, bonu& retirement benefits to those workman who have attained their age of superannuation during the period from 1-4-1985 to till date in the light of order passed in OA No. 247/91, 248, 208 to 91 which has been finally decided by CAT, Indore Bench approved by Hon’ble Supreme Court and implemented by the management of Employees”State Insurance Corporation”? if yes, what the workmen are entitled to? .”

2. After registering the case on the basis of reference, notices were sent to the parties. Parties have filed their respective statements of claim/defence.

3. According to the statement of claim filed by the General Secretary of the Union with respect to the six applicants namely Smt. Asha Mule, Usha Hemani, Smt. Pramila Dhawan, Seikh Abdul Subhan, Shiraz Nawaz Khan and Vinay Kumar Padke had been working with the Management since last many years as clerk. The Management abruptly terminated their services on 1-4-1985 vide Order No.128 of 1-4-1985 along with other workman which were 28 in number. Out of the 28 workman terminated vide the said order, three namely Juggal Kishore Dwivedi, Suvirna Ponikar and Pramila Dhawan filed a case before Hon. Central Administrative Tribunal O.A.No.487/91-428/91 and 208/91 and were taken back in service under order of Hon.Central Administrative Tribunal, confirmed by Hon’ble Apex Court. The applicants in the present case, six in number noted above filed a case before the Industrial Tribunal but it was dismissed holding that the Management Company is not covered under Industry as defined in Industrial Disputes Act,1947, hereinafter referred to as by the word”Act”. It was further alleged that all the six applicant workman had worked for 240 days in the year preceding the date of their termination and were entitled to be protected under Section 25(G), 25(F) and 25(N) of the Act. Since the workman namely Juggal Kishore Dwivedi, Suvirna Ponikar and Pramila Dhawan were taken back by Management in service under the order of Central Administrative Tribunal they also deserve to be taken back in the service in the light of Section 25(H). They made a representation to this effect before the Management which was not heard. Thereafter they raised a dispute and hence the reference. They Further submitted that they are entitled to reinstatement and to be granted with benefits of regularization, promotion, leave, bonus etc. at par with three employees named above taken in service under the order of Hon’ble Central Administrative Tribunal.

4. The case of Management is mainly that the claim of the present applicant’s were decided by this Tribunal vide order dated 1-8-1995 in a case No.221/1987 on a reference made by the appropriate Government in this respect. The reference was same as in the present case.

5. Hence, According to the Management, their claim is barred by Res-judicata and the reference needs to be answered against the applicant/workman.

6. Both the sides have filed their respective documents. The workman have filed copy of termination order, copy of order of Hon.Central Administrative Tribunal, the total exhibits are W1 to W4. The Management has

filed certified copy of Award of case No.221/1987 and Writ Petition No.688/1996, order of Hon'ble High Court of M.P., exhibits M1 to M4. Both the sides have examined their witnesses to be referred to as and when required. Heard arguments of Shri Praveen Yadav, Advocate for workman Union. Learned Counsel Mr. R.C.Shrivastav appeared on behalf of Management, his arguments were also heard. I have gone through the record as well.

7. On perusal of the record in the light of rival arguments, reveals the following issue for determination:-

(1) Whether the name of the present applicants is barred by Res-Judicata."

8. There is on record certified copy of Award of the Tribunal passed in case No.221/1987. The reference made by the appropriate Government in the referred case was as follows:-

"Whether the action of Management of Employees State Insurance Corporation, M.P. Region, Indore in terminating 28 workman(as shown in the annexure) from service vide their office order 128 of 1985 issued under Sr.No.18-A-22/12/2/85-Esthapna, dated 1.4.1985 is legal and justified? If not, to what relief are the concerned workman entitled?"

9. The claim of the applicants in the present case finds place in Annexure at serial no.5,6,12,20,27 and 28. Hence it is established that the earlier reference was with respect to the present applicant/workman also. It comes out from the certified copy of the Award that it was answered as follows:-

"The action of Management of Employees State Insurance Corporation for terminating the services of alleged workman is legal and justified and workman are not entitled to any relief."

10. I have gone through the Award. It has been observed in this award that firstly the 28 workman were appointed as LDC on temporary and adhoc basis for a limited period of three months and their services were to be terminated after expiry of the terms of their contract. They were appointed as stop gap arrangement and not against regular vacancy. Secondly no examination or procedure was followed for their appointment. Thirdly the workman did not complete 240 days in a calendar year and fourthly, there was no evidence to show that the management was guilty of artificial brakes in service. In the light of these observations, their appointment was held as contract appointment, hence did not qualify the provisions of Section 2(oo) of the Act and not a retrenchment in the light of these provisions. It is nowhere held that the Management Company is not an industry as has been claimed by the workman.

11. Hence, the aforesaid facts clearly establish that the point in issue in the present case where same as in the earlier reference as mentioned above, heard and decided by the Competent Tribunal, hence the claim of the present applicant is held clearly barred by principle of Res-Judicata.

12. As regards, the next second leg of arguments from the side of workman that they are entitled to protection of Section 25(H) of the Act because their junior's were taken back in service under the order of Hon. Central Administrative Tribunal, hence they also deserve parity cannot be accepted because the three workman mentioned in the petition were taken in service for a judicial intervention under the orders of Competent Court i.e. Central Administrative Tribunal. In the light of the above findings the reference deserves to be answered against the workman.

16. On the basis of the above discussion, following award is passed:-

A. The demand of the union related to 6 terminated employees(As per Annexure A) for re-appointment, regularization, promotion and all other consequential benefits like leave, bonu& retirement benefits to those workman who have attained their age of superannuation during the period from 1-4-1985 to till date in the light of order passed in OA No. 247/91, 248, 208 to 91 which has been finally decided by CAT, Indore Bench approved by Hon'ble Supreme Court and implemented by the management of Employees" State Insurance Corporation is not justified in law and fact."

B. The workman are held entitled to no relief.

C. No order as to costs.

17. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

DATE: 23.2.2021

P.K. SRIVASTAVA, Presiding Officer