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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय
(वित्तीय सेवाएं विभाग)

नई दिल्ली, 26 फरवरी, 2021

का.आ. 213.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, केनरा बैंक के कार्यपालक निदेशक, श्री मातम वेंकट राव (जन्म तिथि 3.7.1965) को दिनांक 1.3.2021 को या उसके पश्चात् कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, सेन्ट्रल बैंक आफ इंडिया में प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी के पद पर नियुक्त करती है।

[फा. सं. 4/2/2020-बीओ.1]

एस. आर. मेहर, निदेशक

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 26th February, 2021

S.O. 213.—In exercise of powers conferred by the proviso to clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, Central Government hereby appoints Shri Matam Venkata Rao (date of birth: 3.7.1965), Executive Director, Canara Bank as Managing Director and Chief Executive Officer in Central Bank of India for a period of three years with effect from the date of assumption of office on or after 1.3.2021, or until further orders, whichever is earlier.

[F. No. 4/2/2020-BO-I]

S. R. MEHAR, Director

नई दिल्ली, 10 मार्च, 2021

का.आ. 214.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, पंजाब नैशनल बैंक के मुख्य महाप्रबंधक श्री स्वरूप कुमार साहा (जन्म तिथि 8.2.1967) को कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, पंजाब नैशनल बैंक में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[फा. सं. 4/3/2020-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 10th March, 2021

S.O. 214.—In exercise of powers conferred by the proviso to clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, Central Government hereby appoints Shri Swarup Kumar Saha (date of birth: 8.2.1967), Chief General Manager, Punjab National Bank as Executive Director in Punjab National Bank for a period of three years with effect from the date of assumption of office, or until further orders, whichever is earlier.

[F. No. 4/3/2020-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 10 मार्च, 2021

का.आ. 215.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, पंजाब नैशनल बैंक के मुख्य महाप्रबंधक श्री देवदत्त चंद (जन्म तिथि 31.1.1971) को कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, श्री मुरली रामास्वामी के स्थान पर बैंक आफ बड़ौदा में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[फा. सं. 4/3/2020-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 10th March, 2021

S.O. 215.—In exercise of powers conferred by the proviso to clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, Central Government hereby appoints Shri Debadatta Chand (date of birth: 31.1.1971), Chief General Manager, Punjab National Bank as Executive Director in Bank of Baroda for a period of three years with effect from the date of assumption of office, or until further orders, whichever is earlier vice Shri Murali Ramaswami.

[F. No. 4/3/2020-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 10 मार्च, 2021

का.आ. 216.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, बैंक आफ बड़ौदा के मुख्य महाप्रबंधक श्री के. सत्यनारायण राजू (जन्म तिथि 28.12.1965) को कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, केनरा बैंक में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[फा. सं. 4/3/2020-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 10th March, 2021

S.O. 216.—In exercise of powers conferred by the proviso to clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, Central Government hereby appoints Shri K. Satyanarayana Raju (date of birth: 28.12.1965), Chief General Manager, Bank of Baroda as Executive Director in Canara Bank for a period of three years with effect from the date of assumption of office, or until further orders, whichever is earlier.

[F. No. 4/3/2020-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 10 मार्च, 2021

का.आ. 217.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, यूनियन बैंक आफ इंडिया के मुख्य महाप्रबंधक श्री नितेश रंजन (जन्म तिथि 11.11.1976) को कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, यूनियन बैंक आफ इंडिया में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[फा. सं. 4/3/2020-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 10th March, 2021

S.O. 217.—In exercise of powers conferred by the proviso to clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, Central Government hereby appoints Shri Nitesh Ranjan (date of birth: 11.11.1976), Chief General Manager, Union Bank of India as Executive Director in Union Bank of India for a period of three years with effect from the date of assumption of office, or until further orders, whichever is earlier vice Shri Birupaksha Mishra.

[F. No. 4/3/2020-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 10 मार्च, 2021

का.आ. 218.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंकारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, यूनियन बैंक आफ इंडिया की मुख्य महाप्रबंधक सुश्री मोनिका कालिया (जन्म तिथि 26.2.1973) को कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, बैंक आफ इंडिया में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[फा. सं. 4/3/2020-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 10th March, 2021

S.O. 218.—In exercise of powers conferred by the proviso to clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, Central Government hereby appoints Ms. Monika Kalia (date of birth: 26.2.1973), Chief General Manager, Union Bank of India as Executive Director in Bank of India for a period of three years with effect from the date of assumption of office, or until further orders, whichever is earlier.

[F. No. 4/3/2020-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 10 मार्च, 2021

का.आ. 219.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंकारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, बैंक आफ इंडिया के महाप्रबंधक श्री स्वरूप दासगुप्ता (जन्म तिथि 24.2.1964) को कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, बैंक आफ इंडिया में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[फा. सं. 4/3/2020-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 10th March, 2021

S.O. 219.—In exercise of powers conferred by the proviso to clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, Central Government hereby appoints Shri Swarup Dasgupta (date of birth: 24.2.1964), General Manager, Bank of India as Executive Director in Bank of India for a period of three years with effect from the date of assumption of office, or until further orders, whichever is earlier.

[F. No. 4/3/2020-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 10 मार्च, 2021

का.आ. 220.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, इंडियन बैंक के महाप्रबंधक श्री एम. कार्तिकियन (जन्म तिथि 17.3.1965) को कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, बैंक आफ इंडिया में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[फा. सं. 4/3/2020-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 10th March, 2021

S.O. 220.—In exercise of powers conferred by the proviso to clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, Central Government hereby appoints Shri M. Karthikeyan (date of birth: 17.3.1965), General Manager, Indian Bank as Executive Director in Bank of India for a period of three years with effect from the date of assumption of office, or until further orders, whichever is earlier.

[F. No. 4/3/2020-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 10 मार्च, 2021

का.आ. 221.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, यूनियन बैंक आफ इंडिया के मुख्य महाप्रबंधक श्री इशराक अली खान (जन्म तिथि 19.4.1963) को कार्यभार ग्रहण करने की तारीख से उनकी अधिवर्षिता की आयु प्राप्त करने की तारीख (अर्थात् 30.4.2023) तक अथवा अगले आदेशों तक, जो भी पहले हो, यूको बैंक में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[फा. सं. 4/3/2020-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 10th March, 2021

S.O. 221.—In exercise of powers conferred by the proviso to clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, Central Government hereby appoints Shri Ishraq Ali Khan (date of birth: 19.4.1963), Chief General Manager, Union Bank of India as Executive Director in UCO Bank with effect from the date of assumption of office and up to the date of his attaining the age of superannuation (i.e., 30.4.2023), or until further orders, whichever is earlier.

[F. No. 4/3/2020-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 10 मार्च, 2021

का.आ. 222.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंकारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, बैंक आफ इंडिया के महाप्रबंधक श्री विवेक वाही (जन्म तिथि 15.9.1965) को कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, सेन्ट्रल बैंक आफ इंडिया में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[फा. सं. 4/3/2020-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 10th March, 2021

S.O. 222.—In exercise of powers conferred by the proviso to clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, Central Government hereby appoints Shri Vivek Wahi (date of birth: 15.9.1965), General Manager, Bank of India as Executive Director in Central Bank of India for a period of three years with effect from the date of assumption of office, or until further orders, whichever is earlier.

[F. No. 4/3/2020-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 10 मार्च, 2021

का.आ. 223.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंकारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, केनरा बैंक की मुख्य महाप्रबंधक सुश्री एस. श्रीमती (जन्म तिथि 22.5.1964) को कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, इण्डियन ओवरसीज बैंक में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[फा. सं. 4/3/2020-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 10th March, 2021

S.O. 223.—In exercise of powers conferred by the proviso to clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, Central Government hereby appoints Ms S. Srimathy (date of birth: 22.5.1964), Chief General Manager, Canara Bank as Executive Director in Indian Overseas Bank for a period of three years with effect from the date of assumption of office, or until further orders, whichever is earlier.

[F. No. 4/3/2020-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 10 मार्च, 2021

का.आ. 224.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, बैंक आफ इंडिया के महाप्रबंधक श्री बी. विजयकुमार ए. (जन्म तिथि 27.10.1963) को कार्यभार ग्रहण करने की तारीख से उनकी अधिवर्षिता की आयु प्राप्त करने की तारीख (अर्थात् 31.10.2023) तक अथवा अगले आदेशों तक, जो भी पहले, श्री नागेश्वर राव वाई. के स्थान पर बैंक आफ महाराष्ट्र में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[फा. सं. 4/3/2020-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 10th March, 2021

S.O. 224.—In exercise of powers conferred by the proviso to clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, Central Government hereby appoints Shri B. Vijayakumar A. (date of birth: 27.10.1963), General Manager, Bank of India as Executive Director, Bank of Maharashtra with effect from the date of assumption of office and up to the date of his attaining the age of superannuation (i.e., 31.10.2023), or until further orders, whichever is earlier, vice Shri Nageswara Rao Y.

[F. No. 4/3/2020-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 10 मार्च, 2021

का.आ. 225.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, पंजाब नैशनल बैंक के मुख्य महाप्रबंधक श्री राजीव पुरी (जन्म तिथि 14.6.1963) को कार्यभार ग्रहण करने की तारीख से उनकी अधिवर्षिता की आयु प्राप्त करने की तारीख (अर्थात् 30.6.2023) तक अथवा अगले आदेशों तक, जो भी पहले हो, सेन्ट्रल बैंक आफ इंडिया में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[फा. सं. 4/3/2020-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 10th March, 2021

S.O. 225.—In exercise of powers conferred by the proviso to clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, Central Government hereby appoints Shri Rajeev Puri (date of birth: 14.6.1963), Chief General Manager, Punjab National Bank as Executive Director, Central Bank of India with effect from the date of assumption of office and up to the date of his attaining the age of superannuation (i.e., 30.6.2023), or until further orders, whichever is earlier.

[F. No. 4/3/2020-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 10 मार्च, 2021

का.आ. 226.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, इंडियन बैंक के महाप्रबंधक श्री इमरान अमीन सिद्दीकी (जन्म तिथि 30.6.1964) को कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, इंडियन बैंक में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[फा. सं. 4/3/2020-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 10th March, 2021

S.O. 226.—In exercise of powers conferred by the proviso to clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, Central Government hereby appoints Shri Imran Amin Siddiqui (date of birth: 30.6.1964), General Manager, Indian Bank as Executive Director, Indian Bank for a period of three years with effect from the date of assumption of office, or until further orders, whichever is earlier.

[F. No. 4/3/2020-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 10 मार्च, 2021

का.आ. 227.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1980 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, बैंक आफ इंडिया के महाप्रबंधक श्री राघवेंद्र वेंकटशेशन कोल्लेगल (जन्म तिथि 8.6.1963) को कार्यभार ग्रहण करने की तारीख से उनकी अधिवर्षिता की आयु प्राप्त करने की तारीख (अर्थात् 30.6.2023) तक अथवा अगले आदेशों तक, जो भी पहले हो, पंजाब एंड सिंध बैंक में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[फा. सं. 4/3/2020-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 10th March, 2021

S.O. 227.—In exercise of powers conferred by the proviso to clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980, read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, Central Government hereby appoints Shri Raghavendra Venkatesheshan Kollegal (date of birth: 8.6.1963), General Manager, Bank of India as Executive Director, Punjab and Sind Bank with effect from the date of assumption of office and up to the date of his attaining the age of superannuation (i.e., 30.6.2023), or until further orders, whichever is earlier.

[F. No. 4/3/2020-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

कोयला मंत्रालय

नई दिल्ली, 18 मार्च, 2021

का.आ. 228.—केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उपधारा (1) के अधीन जारी, भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का.आ. 621, तारीख 13 अगस्त 2020, जो भारत के राजपत्र, भाग II, खण्ड 3, उप खण्ड (ii), तारीख 15 अगस्त, 2020 में प्रकाशित उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट 395.958 हेक्टेयर (लगभग) या 978.412 एकड़ (लगभग) माप की भूमि और ऐसी भूमि में या उस पर के सभी अधिकार का अर्जन करने के अपने आशय की सूचना दी गई थी ;

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

और केन्द्रीय सरकार का पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और मध्य प्रदेश सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 395.958 हेक्टेयर (लगभग) या 978.412 एकड़ (लगभग) माप वाली भूमि और ऐसी भूमि में या उस पर के सभी अधिकार अर्जित किए जाने चाहिए;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि अनुसूची में वर्णित 395.958 हेक्टेयर (लगभग) या 978.412 एकड़ (लगभग) माप वाली भूमि और ऐसी भूमि में या उस पर के सभी अधिकार अर्जित किए जाते हैं।

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक संख्यांक एनसीएल/ब्लॉक-बी/भूमि और राजस्व/2021/03, तारीख 08 जनवरी, 2021 और एनसीएल/ब्लॉक-बी/भूमि और राजस्व/2021/04, तारीख 08 जनवरी, 2021 का निरीक्षण कलक्टर, जिला सिंगरौली, मध्य प्रदेश के कार्यालय में या कोयला नियंत्रक 1, काउंसिल हाउस स्ट्रीट, कोलकाता -700001 के कार्यालय में या नार्दर्न कोलफील्ड्स लिमिटेड, भूमि और राजस्व अनुभाग, सिंगरौली, मध्य प्रदेश - 486889 के कार्यालय में किया जा सकता है।

अनुसूची

ब्लॉक 'बी' विस्तार भू-वैज्ञानिक ब्लॉक

ब्लॉक 'बी' विस्तार ओ.सी.पी. (8.00 मिलियन टन प्रतिवर्ष) हेतु के लिए

नार्दर्न कोलफील्ड्स लिमिटेड, सिंगरौली

जिला - सिंगरौली (मध्य प्रदेश)

उप ब्लॉक-I, भाग- I	301.68 हेक्टेयर
उप ब्लॉक- I, भाग- II	9.67 हेक्टेयर
उप ब्लॉक-II	84.608 हेक्टेयर
कुल क्षेत्रफल	395.958 हेक्टेयर (लगभग) या 978.412 एकड़ (लगभग)

उप ब्लॉक-I, भाग- I

[रेखांक संख्या एनसीएल/ब्लॉक-बी/भूमि और राजस्व/ 2021/03, तारीख 8 जनवरी, 2021]

(क) राजस्व और सरकारी भूमि :

क्र. सं.	ग्राम का नाम	पटवारी सर्किल संख्या	तहसील	जिला	क्षेत्रफल (हेक्टेयर में)	टिप्पणियाँ
1.	पडरी	00001	सिंगरौली नगर	सिंगरौली	18.35	भाग
			कुल 18.35 हेक्टेयर (लगभग) या 45.343 एकड़ (लगभग)			

(ख) वन भूमि :

क्र. सं.	कक्ष क्रमांक	वन परिक्षेत्र का नाम	जिला	क्षेत्रफल (हेक्टेयर में)	टिप्पणियाँ
1.	पीएफ़ -278(भाग)	वैढन और गोरबी	सिंगरौली	47.90	भाग
2.	पीएफ़ - 279(भाग)	वैढन और गोरबी	सिंगरौली	135.84	भाग
3.	आरएफ़- 281(भाग)	वैढन और गोरबी	सिंगरौली	99.59	भाग
		कुल 283.33 हेक्टेयर (लगभग) या 700.108 एकड़ (लगभग)			

कुल योग (क+ख)=18.35+283.33=301.68 हेक्टेयर (लगभग)

या 45.343+700.108=745.451 एकड़ (लगभग)

उप ब्लॉक- I, भाग- I:

ग्राम पडरी में अर्जित किए जाने वाले प्लॉट संख्यांक :

1612 (भाग) से 1616 (भाग) तक, 1617 से 1631 तक, 1632 (भाग), 1633 (भाग), 1634 (भाग), पीएफ़ 278 (भाग), पीएफ़-279 (भाग) एवं आरएफ़ 281 (भाग) ।

सीमा वर्णन - उप ब्लॉक- I, भाग- I:

क-ख : रेखा बिन्दु 'क' से आरम्भ होती है और सिंगरौली वन प्रभाग के वैढन तथा गोरबी वन परिक्षेत्र के वन कक्ष क्रमांक आरएफ़-281 से होकर गुजरती है तथा बिन्दु 'ख' पर मिलती है ।

ख-ग : रेखा बिन्दु 'ख' से आरम्भ होती है और सिंगरौली वन प्रभाग के वैढन तथा गोरबी वन परिक्षेत्र के वन कक्ष क्रमांक आरएफ़-281 तथा पीएफ़-279 से होकर गुजरती है तथा ग्राम पडरी में बिन्दु 'ग' पर प्लॉट संख्या 1612 पर मिलती है।

ग-घ : रेखा बिन्दु 'ग' से आरम्भ होती है और ग्राम पडरी के प्लॉट संख्यांक 1612, 1613, 1614, 1615, 1616, 1632, 1633 और 1634 से गुजरती हुई सिंगरौली वन प्रभाग के वैढन तथा गोरबी वन परिक्षेत्र के वन कक्ष क्रमांक पीएफ़-278 में बिन्दु 'घ' पर मिलती है ।

घ-ड. : रेखा बिन्दु 'घ' से आरम्भ होती है और सिंगरौली वन प्रभाग के वैढन तथा गोरबी वन परिक्षेत्र के वन कक्ष क्रमांक पीएफ़-278 एवं गोरबी ब्लॉक-बी की पूर्व अर्जित भूमि की सीमा पर से होकर गुजरती हुई बिन्दु 'ड.' पर मिलती है ।

ड.-क : रेखा, बिन्दु 'ड.' से आरम्भ होती है और सिंगरौली वन प्रभाग के वैढन तथा गोरबी वन परिक्षेत्र के वन कक्ष क्रमांक पीएफ़- 278, पीएफ़-279 एवं आरएफ़-281 एवं गोरबी ब्लॉक-बी की पूर्व अर्जित भूमि की सीमा पर से होकर गुजरती हुई प्रारम्भिक बिन्दु 'क' पर मिलती है ।

उप ब्लॉक-I, भाग- II:

[रेखांक संख्या एनसीएल/ब्लॉक-बी/भूमि और राजस्व/ 2021/03, तारीख 8 जनवरी, 2021]

वन भूमि :

क्र. सं.	कक्ष क्रमांक	वन परिक्षेत्र का नाम	जिला	क्षेत्रफल (हेक्टेयर में)	टिप्पणियाँ
1.	आरएफ़-281 (भाग)	वैढन और गोरबी	सिंगरौली	9.67	भाग
कुल 9.67 हेक्टेयर (लगभग) या 23.894 एकड़ (लगभग)					

सीमा वर्णन -उप ब्लॉक- I, भाग- II:

च-छ : रेखा बिन्दु 'च' से आरम्भ होती है और सिंगरौली वन प्रभाग के वैढन और गोरबी वन परिक्षेत्र के वन कक्ष क्रमांक आरएफ़-281 से होकर गुजरती है तथा यही रेखा गोरबी ब्लॉक-बी की पूर्व अर्जित भूमि की सीमा पर से होकर गुजरती है एवं बिन्दु 'छ' पर मिलती है।

छ-ज : रेखा बिन्दु 'छ' से आरम्भ होती है और सिंगरौली वन प्रभाग के वैढन और गोरबी वन परिक्षेत्र के वन कक्ष क्रमांक आरएफ़-281 से होकर गुजरती है तथा यही रेखा गोरबी ब्लॉक-बी की पूर्व अर्जित भूमि की सीमा पर से होकर गुजरती है एवं बिन्दु 'ज' पर मिलती है।

ज-च : रेखा बिन्दु 'ज' से आरम्भ होती है और सिंगरौली वन प्रभाग के वैढन और गोरबी वन परिक्षेत्र के वन कक्ष क्रमांक आरएफ़-281 से होकर गुजरती है तथा प्रारम्भिक बिन्दु 'च' पर मिलती है।

उप ब्लॉक- II

[रेखांक संख्या एनसीएल/ब्लॉक-बी/भूमि और राजस्व/ 2021/04, तारीख 8 जनवरी, 2021]

राजस्व एवं सरकारी भूमि :

क्र. सं.	ग्राम का नाम	पटवारी सर्किल संख्या	तहसील	जिला	क्षेत्रफल (हेक्टेयर में)	टिप्पणियाँ
1.	मुहेर	00003	सिंगरौली नगर	सिंगरौली	84.608	भाग
कुल 84.608 हेक्टेयर (लगभग) या 209.066 एकड़ (लगभग)						

उप ब्लॉक-II :

ग्राम मुहेर में अर्जित किए जाने वाले प्लॉट संख्यांक :

13(भाग), 14, 15 (भाग), 16 से 18 तक, 19 (भाग), 20 (भाग), 21(भाग), 22 से 29 तक, 30 (भाग), 34 (भाग), 35 से 46 तक, 49 (भाग), 60/1(भाग), 61,62 (भाग), 63 (भाग), 70(भाग), 71(भाग), 72 से 78 तक, 79/1, 79/2, 80 से 91 तक, 92/1(भाग), 92/2(भाग), 93/1(भाग), 94/1(भाग), 94/2(भाग), 95 से 105 तक, 106 (भाग), 107 (भाग), 108 से 114 तक, 115 (भाग), 116/2(भाग), 121(भाग), 179 (भाग), 191(भाग), 192 (भाग), 193 (भाग), 195/1(भाग), 195/2 से 195/6 तक, 195/7 (भाग), 195/8 (भाग), 195/9, 195/10

(भाग), 195/11 (भाग), 195/13 (भाग), 195/16 (भाग), 196 (भाग), 198 (भाग), 199 (भाग), 931 (भाग), 932, 933 (भाग), 942 (भाग), 943 से 946 तक, 947 (भाग), 958 से 972 तक, 973 (भाग), 974 (भाग), 975, 976, 977 (भाग), 978, 979 (भाग), 987 (भाग), 988, 989 (भाग), 990 (भाग), 992 (भाग), 1001, 1006 (भाग), 1007 (भाग), 1008, 1009, 1010 (भाग), 1012 (भाग), 1013 (भाग), 1015 (भाग), 1016 (भाग), 1018 (भाग), 1019 (भाग), 1021 (भाग), 1027 (भाग), 1942, जेड 22 और 1942.

सीमा वर्णन- उप ब्लॉक-II:

- झ-ज : रेखा बिन्दु 'झ' से आरम्भ होती है और ग्राम मुहेर के प्लॉट संख्यांक 198, 195/16, 195/1, 196, 107, 106, 34 और 30 से होकर गुजरती है तथा यही रेखा गोरबी ब्लॉक-बी की पूर्व अर्जित भूमि की सीमा पर से होकर गुजरती है एवं बिन्दु 'ज' पर मिलती है।
- ज-ट : रेखा बिन्दु 'ज' से आरम्भ होती है और ग्राम मुहेर के प्लॉट संख्या 30 से होकर गुजरती है और प्लॉट संख्या 21 पर बिन्दु 'ट' पर मिलती है।
- ट-ठ : रेखा बिन्दु 'ट' से आरम्भ होती है और ग्राम मुहेर के प्लॉट संख्यांक 21, 20, 19, 15, 13, 973, 974, 990, 989, 992, 1007, 1006, 1010, 1027, 1012, 1013, 1016 एवं 1015 से होकर गुजरती है तथा यही रेखा गोरबी ब्लॉक-बी विस्तार-II की पूर्व अर्जित भूमि की सीमा पर से होकर गुजरती है एवं बिन्दु 'ठ' पर मिलती है।
- ठ-ड : रेखा बिन्दु 'ठ' (प्लॉट संख्या 1015) से आरम्भ होती है और ग्राम मुहेर के प्लॉट संख्यांक 1015, 1016, 1018, 1019, 1021, पुनः 1019 से होकर गुजरती है तथा यही रेखा बिन्दु क्रमांक 'ड' पर मिलती है।
- ड-ड1 : रेखा बिन्दु 'ड' से आरम्भ होती है और ग्राम मुहेर के प्लॉट संख्यांक 1021, 1027 और 992 से होकर गुजरती है एवं रेखा बिन्दु ड1 पर मिलती है।
- ड1-ड2 : रेखा बिन्दु 'ड1' से आरम्भ होती है और ग्राम मुहेर के प्लॉट संख्यांक 987, 979 एवं 978 की पूर्वी सीमा से होकर गुजरती है एवं रेखा बिन्दु 'ड2' पर मिलती है।
- ड2-ड3 : रेखा बिन्दु 'ड2' से आरम्भ होती है और ग्राम मुहेर के प्लॉट संख्या 977 से होकर गुजरती है तथा रेखा बिन्दु 'ड3' पर मिलती है।
- ड3-ड4 : रेखा बिन्दु 'ड3' से आरम्भ होती है और ग्राम मुहेर के प्लॉट संख्या 977 एवं 976 की पूर्वी सीमा से होकर गुजरती है तथा रेखा बिन्दु 'ड4' पर मिलती है।
- ड4-ड5 : रेखा बिन्दु 'ड4' से आरम्भ होती है और ग्राम मुहेर के प्लॉट संख्या 960 की पूर्वी सीमा एवं 958 की उत्तरी सीमा से होकर गुजरती है और रेखा बिन्दु 'ड5' पर मिलती है।
- ड5-ड6 : रेखा बिन्दु 'ड5' से आरम्भ होती है और ग्राम मुहेर के प्लॉट संख्या 958 तथा 959 की पूर्वी सीमा से होकर गुजरती है तथा रेखा बिन्दु 'ड6' पर मिलती है।
- ड6-ड7 : रेखा बिन्दु 'ड6' से आरम्भ होती है और ग्राम मुहेर की प्लॉट संख्या 947 और 931 से होकर गुजरती है एवं रेखा बिन्दु 'ड7' पर मिलती है।
- ड7-ड8 : रेखा बिन्दु 'ड7' से आरम्भ होती है और ग्राम मुहेर की प्लॉट संख्या 932 की पूर्वी सीमा एवं 933 से होकर गुजरती है एवं रेखा बिन्दु 'ड8' पर मिलती है।

- ड8-ड9: रेखा बिन्दु 'ड8' से आरम्भ होती है और ग्राम मुहेर की प्लॉट संख्या 944 एवं 942 से होकर गुजरती है एवं रेखा बिन्दु 'ड9' पर मिलती है।
- ड9-ड10: रेखा बिन्दु 'ड9' से आरम्भ होती है और ग्राम मुहेर की प्लॉट संख्या 942 से होकर गुजरती है एवं रेखा बिन्दु 'ड10' पर मिलती है।
- ड10-ड11: रेखा बिन्दु 'ड10' से आरम्भ होती है और ग्राम मुहेर की प्लॉट संख्या 942 की दक्षिणी सीमा से होकर गुजरती है तथा रेखा बिन्दु 'ड11' पर मिलती है।
- ड11-ड12: रेखा बिन्दु 'ड11' से आरम्भ होती है और ग्राम मुहेर की प्लॉट संख्या 46 की पूर्वी सीमा से होकर गुजरती है तथा रेखा बिन्दु 'ड12' पर मिलती है।
- ड12-ड13: रेखा बिन्दु 'ड12' से आरम्भ होती है और ग्राम मुहेर की प्लॉट संख्या 49 और 71 से होकर गुजरती है तथा रेखा बिन्दु 'ड13' पर मिलती है।
- ड13-ड14: रेखा बिन्दु 'ड13' से आरम्भ होती है और ग्राम मुहेर की प्लॉट संख्या 70 से होकर गुजरती है तथा रेखा बिन्दु 'ड14' पर मिलती है।
- ड14-ड15: रेखा बिन्दु 'ड14' से आरम्भ होती है और ग्राम मुहेर की प्लॉट संख्या 62 की पूर्वी सीमा से होकर गुजरती है तथा रेखा बिन्दु 'ड15' पर मिलती है।
- ड15-ड16: रेखा बिन्दु 'ड15' से आरम्भ होती है और ग्राम मुहेर की प्लॉट संख्या 62 से होकर गुजरती है तथा रेखा बिन्दु 'ड16' पर मिलती है।
- ड16-ड17: रेखा बिन्दु 'ड16' से आरम्भ होती है और ग्राम मुहेर की प्लॉट संख्या 61 से होकर गुजरती है तथा रेखा बिन्दु 'ड17' पर मिलती है।
- ड17-ड: रेखा बिन्दु 'ड17' से आरम्भ होती है और ग्राम मुहेर की प्लॉट संख्याक 63,60/1, 121, 92/2, 89, 92/1,87 एवं 93/1 से होकर गुजरती है एवं रेखा बिन्दु 'ड' पर मिलती है।
- ड-झ: रेखा बिन्दु 'ड' से आरम्भ होती है और ग्राम मुहेर की प्लॉट संख्याक 94/1, 94/2, 116/2, 115, 113, 179, 191, 192, 193, 195/10, 195/11, 195/13, 195/7, 195/8, 199 तथा 198 से होकर गुजरती है तथा रेखा आरंभिक बिन्दु 'झ' पर मिलती है।

ड से ड बिन्दुओं का वर्णन: -

1	ड	प्लॉट संख्या 1021 की दक्षिणी एवं पश्चिमी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड'से परिभाषित किया गया है।
2	ड1	प्लॉट संख्या 986 की दक्षिणी एवं पश्चिमी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड1'से परिभाषित किया गया है।
3	ड2	प्लॉट संख्या 978 की दक्षिणी एवं पूर्वी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड2'से परिभाषित किया गया है।
4	ड3	प्लॉट संख्या 955 की दक्षिणी एवं पश्चिमी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड3'से परिभाषित किया गया है।
5	ड4	प्लॉट संख्या 976 की दक्षिणी एवं पूर्वी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड4'से परिभाषित किया गया है।

6	ड5	प्लॉट संख्या 958 की उत्तरी एवं पूर्वी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड5'से परिभाषित किया गया है।
7	ड6	प्लॉट संख्या 959 की दक्षिणी एवं पूर्वी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड6'से परिभाषित किया गया है।
8	ड7	प्लॉट संख्या 932 की उत्तरी एवं पूर्वी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड7'से परिभाषित किया गया है।
9	ड8	प्लॉट संख्या 934 की उत्तरी एवं पश्चिमी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड8'से परिभाषित किया गया है।
10	ड9	प्लॉट संख्या 939 की उत्तरी एवं पश्चिमी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड9'से परिभाषित किया गया है।
11	ड10	प्लॉट संख्या 942 की दक्षिणी एवं पूर्वी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड10'से परिभाषित किया गया है।
12	ड11	प्लॉट संख्या 47 की उत्तरी एवं पश्चिमी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड11'से परिभाषित किया गया है।
13	ड12	प्लॉट संख्या 48 की दक्षिणी एवं पश्चिमी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड12'से परिभाषित किया गया है।
14	ड13	प्लॉट संख्या 70 की उत्तरी एवं पूर्वी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड13'से परिभाषित किया गया है।
15	ड14	प्लॉट संख्या 62 की उत्तरी एवं पूर्वी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड14'से परिभाषित किया गया है।
16	ड15	प्लॉट संख्या 64 की उत्तरी एवं पश्चिमी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड15'से परिभाषित किया गया है।
17	ड16	प्लॉट संख्या 62 की दक्षिणी एवं पश्चिमी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड16'से परिभाषित किया गया है।
18	ड17	प्लॉट संख्या 61 की दक्षिणी एवं पूर्वी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड17'से परिभाषित किया गया है।
19	ढ	प्लॉट संख्या 93/1 की दक्षिणी एवं पश्चिमी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ढ' से परिभाषित किया गया है।

[फा. सं. 43015/15/2019-एलए एण्ड आईआर]

राम शिरोमणि सरोज, उप सचिव

MINISTRY OF COAL

New Delhi, the 18th March, 2021

S.O. 228.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 621, dated the 13th August, 2020, published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 15th August, 2020, issued under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the Central Government gave notice of its intention to acquire the land measuring 395.958 hectares (approximately) or 978.412 acres (approximately) and all rights in or over such land specified in the Schedule appended to that notification;

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

And whereas, the Central Government after considering the report aforesaid and after consulting the Government of Madhya Pradesh, is satisfied that the land measuring 395.958 hectares (approximately) or 978.412 acres (approximately) and all rights in or over such lands as described in the Schedule appended hereto, should be acquired;

Now therefore, in exercise of the powers conferred by sub- section (1) of section 9 of the said Act, the Central Government hereby declares that the land measuring 395.958 hectares (approximately) or 978.412 acres (approximately) and all rights in or over such land as described in the Schedule appended thereto are hereby acquired.

The plan bearing number NCL/Block-B/Land and Revenue/2021/03, dated the 8th January, 2021 and NCL/Block-B/Land and Revenue/2021/04, dated the 08th January, 2021 of the area covered by this notification may be inspected at the office of the Collector District Singrauli, Madhya Pradesh or at the office of the Coal Controller, I, Council House Street, Kolkata – 700001 or at the office of the Northern Coalfields Limited, Land and Revenue Section, Singrauli Madhya Pradesh – 486889.

SCHEDULE

Block-B Extension Geological Blocks
For Block-B Expansion OCP (8.00 Mtpa)
Northern Coalfields Limited, Singrauli
District – Singrauli (Madhya Pradesh)

Sub-Block- I, Part-I	301.68 hectares
Sub-Block- I, Part-II	9.67 hectares
Sub-Block- II	84.608 hectares
Total Area :	395.958 hectares (approximately) or 978.412 acres (approximately)

SUB BLOCK–I, Part-I:

[Plan bearing number NCL/Block-B/Land and Revenue/2021/03, dated the 8th January, 2021]

(A) Revenue and Government land :

Sr. No.	Name of Village	Patwari circle number	Tehsil	District	Area (in hectares)	Remarks
1.	Padari	00001	Singrauli Nagar	Singrauli	18.35	Part
Total : 18.35 hectares (Approximately) or 45.343 acres (Approximately)						

(B) Forest Land :

Sr. No.	Compartment number	Name of forest Rang	District	Area (In hectares)	Remarks
1.	PF- 278 (P)	Waidhan and Gorbi	Singrauli	47.90	Part
2.	PF- 279 (P)	Waidhan and Gorbi	Singrauli	135.84	Part
3.	RF- 281 (P)	Waidhan and Gorbi	Singrauli	99.59	Part
Total: 283.33 hectares (approximately) or 700.108 acres (approximately)					

Grand Total (A + B) = 18.35 + 283.33 = 301.68 hectares (approximately)
or 45.343+700.108 = 745.451 acres (approximately)

SUB BLOCK–I, Part-I:

Plot numbers to be acquired in village Padari :

1612 P to 1616 P, 1617 to 1631, 1632 P, 1633 P, 1634 P, PF-278 P, PF-279 P and RF-281 P.

Boundary description - Sub Block-I, Part-I:

A-B: The line starts from Point 'A' and passes through Singrauli Divisions Range Waidhan and Gorbi, Forest compartment number RF-281 and meets at point 'B'.

- B-C: Line starts from Point 'B' and passes through Singrauli Divisions Range Waidhan and Gorbi, Forest compartment number RF-281 and PF-279 and passes through village Padari plot number 1612 and meets at points 'C'.
- C-D: Line starts from point 'C' and passes through plot numbers 1612, 1613, 1614, 1615, 1616, 1632, 1633 & 1634 of village Padari and meets at Point 'D' situated on Forest compartment number PF-278 and previously acquired boundary of Gorbi Block 'B' Extension.
- D-E: Line starts from point 'D' and passes through Singrauli Divisions Range Waidhan and Gorbi, Forest compartment number PF-278 and same line passes over the boundary of previously acquired land of Gorbi Block-B Extension and meets at point 'E'.
- E-A: Line starts from point 'E' and passes through PF-278, PF-279 and RF-281 same line passes over the boundary of previously acquired land of Gorbi Block-'B' and meets at starting point 'A'.

SUB BLOCK-I, Part-II:

[Plan bearing number NCL/Block-B/Land and Revenue/2021/03, dated the 8th January, 2021]
Forest Land :

Sr. No.	Compartment number	Name of forest Rang	District	Area (in hectares)	Remarks
1.	RF-281 (P)	Waidhan and Gorbi	Singrauli	9.67	Part
			Total : 9.67 hectares (approximately) or 23.894 acres (approximately)		

Boundary Description-Sub Block-I, Part-II:

- F-G: The line starts from Point 'F' and passes through Singrauli Divisions Range Waidhan and Gorbi, Forest compartment number RF-281 and same line passes over the boundary of previously acquired land of Gorbi Block-B and meet at point 'G'.
- G-H: Line starts from Point 'G' and passes through Singrauli Divisions Range Waidhan and Gorbi, Forest compartment number RF- 281 and same line passes over the boundary of previously acquired land of Gorbi Block-B and meet at point 'H'.
- H-F: Line starts from point 'H' and passes through Singrauli Divisions Range Waidhan and Gorbi, Forest compartment number RF-281 and meet at starting point 'F'.

SUB BLOCK -II

[Plan bearing number NCL/Block-B/Land and Revenue/2021/04, dated the 8th January, 2021]

Revenue and Government land :

Sr. No.	Name of Village	Patwari circle number	Tehsil	District	Area (in hectares)	Remarks
1.	Muher	00003	SingrauliNagar	Singrauli	84.608	Part
			Total : 84.608 hectares (approximately) or 209.066 acres (approximately)			

Sub Block - II :

Plot numbers to be acquired in village Muher:

13P, 14, 15 P, 16 to 18, 19P, 20P, 21P, 22 to 29, 30P, 34P, 35 to 46, 49P, 60/1P, 61, 62P, 63P, 70P, 71P, 72 to 78, 79/1, 79/2, 80 to 91, 92/1P, 92/2P, 93/1P, 94/1P, 94/2P, 95 to 105, 106P, 107P, 108 to 114, 115P, 116/2P, 121P, 179P, 191P, 192P, 193P, 195/1P, 195/2 to 195/6, 195/7P, 195/8P, 195/9, 195/10P, 195/11P, 195/13P, 195/16P, 196P, 198P, 199P, 931P, 932, 933P, 942P, 943 to 946, 947P, 958 to 972, 973P, 974P, 975, 976, 977P,

978, 979P, 987P, 988, 989P, 990P, 992P, 1001, 1006P, 1007P, 1008, 1009, 1010P, 1012P, 1013P, 1015P, 1016P, 1018P, 1019P, 1021P, 1027P, Z22 and 1942.

Boundary description- Sub Block - II :

- I-J: The line starts from point 'I' and passes through village Muher plot numbers 198, 195/16, 195/1, 196, 107, 106, 34 and 30, same line passes over the boundary of previously acquired land of Gorbi Block-B and meet at point 'J'.
- J-K: The line starts from point 'J' and passes through village Muher plot number 30 and meet at point 'K' at plot number 21.
- K-L : Line starts from Point 'K' and passes through plot numbers 21,20, 19, 15, 13, 973, 974, 990, 989, 992, 1007, 1006, 1010, 1027, 1012, 1013, 1016 &1015 of village Muher, same line passes over the boundary of previously acquired land of Gorbi Block-B Extension-II and meet at point 'L' in plot no. 1015 of Muher Village.
- L-M: Line starts from point 'L' (plot number 1015) and passes through plot numbers 1015, 1016, 1018, 1019, 1021, again 1019 of village Muher and meet at point 'M'.
- M-M1: Line starts from point 'M' and passes through plot numbers 1021, 1027 & 992 of village Muher and meet at point 'M1'.
- M1-M2: Line starts from point 'M1' and passes through eastern boundary of plot numbers 987, 979 & 978 of village Muher and meet at point 'M2'.
- M2-M3: Line starts from point 'M2' and passes through plot number 977 of village Muher and meet at point 'M3'.
- M3-M4: Line starts from point 'M3' and passes through eastern boundary of plot number 977 and 976 of village Muher and meet at point 'M4'.
- M4-M5: Line starts from point 'M4' and passes through eastern boundary of plot number 960 and northern boundary of 958 of village Muher and meet at point 'M5'.
- M5-M6: Line starts from point 'M5' and passes through eastern boundary of plot number 958 and 959 of village Muher and meet at point 'M6'.
- M6-M7: Line starts from point 'M6' and passes through plot number 947 & 931 of village Muher and meet at point 'M7'.
- M7-M8: Line starts from point 'M7' and passes through eastern boundary of plot number 932 and 933 of village Muher and meet at point 'M8'.
- M8-M9: Line starts from point 'M8' and passes through plot number 944 & 942 of village Muher and meet at point 'M9'.
- M9-M10: Line starts from point 'M9' and passes through plot number 942 of village Muher and meet at point 'M10'.
- M10-M11: Line starts from point 'M10' and passes through southern boundary of plot number 942 of village Muher and meet at point 'M11'.
- M11-M12: Line starts from point 'M11' and passes through eastern boundary of plot number 46 of village Muher and meet at point 'M12'.
- M12-M13: Line starts from point 'M12' and passes through plot number 49 & 71 of village Muher and meet at point 'M13'.
- M13-M14: Line starts from point 'M13' and passes through plot number 70 of village Muher and meet at point 'M14'.

M14-M15: Line starts from point 'M14' and passes through eastern boundary of plot number 62 of village Muher and meet at point 'M15'.

M15-M16: Line starts from point 'M15' and passes through plot number 62 of village Muher and meet at point 'M16'.

M16-M17: Line starts from point 'M16' and passes through plot number 61 of village Muher and meet at point 'M17'.

M17-N: Line starts from point 'M17' and passes through plot number 63, 60/1, 121, 92/2, 89, 92/1, 87 and 93/1 of village Muher and meet at point 'N'.

N-I: Line starts from point 'N' and passes through plot numbers 94/1, 94/2, 116/2, 115, 113, 179, 191, 192, 193, 195/10, 195/11, 195/13, 195/7, 195/8, 199 and 198 of village Muher and meet at starting point 'I'.

Point description of M to N:-

1	M	Point situated & intersecting on southern & western boundary corner of plot no. 1021 is define as a 'M'
2	M1	Point situated & intersecting on western & southern boundary corner of plot no. 986 is define as a 'M1'
3	M2	Point situated & intersecting on southern & eastern boundary corner of plot no. 978 is define as a 'M2'
4	M3	Point situated & intersecting on western & southern boundary corner of plot no. 955 is define as a 'M3'
5	M4	Point situated & intersecting on southern & eastern boundary corner of plot no. 976 is define as a 'M4'
6	M5	Point situated & intersecting on northern & eastern boundary corner of plot no. 958 is define as a 'M5'
7	M6	Point situated & intersecting on southern & eastern boundary corner of plot no. 959 is define as a 'M6'
8	M7	Point situated & intersecting on northern & eastern boundary corner of plot no. 932 is define as a 'M7'
9	M8	Point situated & intersecting on northern & western boundary corner of plot no. 934 is define as a 'M8'
10	M9	Point situated & intersecting on northern & western boundary corner of plot no. 939 is define as a 'M9'
11	M10	Point situated & intersecting on eastern & southern boundary corner of plot no. 942 is define as a 'M10'
12	M11	Point situated & intersecting on northern & western boundary corner of plot no. 47 is define as a 'M11'
13	M12	Point situated & intersecting on southern & western boundary corner of plot no. 48 is define as a 'M12'
14	M13	Point situated & intersecting on northern & eastern boundary corner of plot no. 70 is define as a 'M13'
15	M14	Point situated & intersecting on northern & eastern boundary corner of plot no. 62 is define as a 'M14'
16	M15	Point situated & intersecting on northern & western boundary corner of plot no. 64 is define as a 'M15'
17	M16	Point situated & intersecting on southern & western boundary corner of plot no. 62 is define as a 'M16'
18	M17	Point situated & intersecting on southern & eastern boundary corner of plot no. 61 is define as a 'M17'
19	N	Point situated & intersecting on southern & western boundary corner of plot no. 93/1 is define as a 'N'

[F. No. 43015/15/2019-LA&IR]

RAM SHIROMANI SAROJ, Dy. Secy.

वाणिज्य एवं उद्योग मंत्रालय**(वाणिज्य विभाग)**

नई दिल्ली, 16 मार्च, 2021

का.आ. 229.—केन्द्रीय सरकार, निर्यात (गुणवत्ता नियंत्रण एवं निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) के साथ पठित निर्यात (गुणवत्ता नियंत्रण एवं निरीक्षण) नियम, 1964 के नियम 12, के उपनियम (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स मिनरल लैब सर्विसेज प्राइवेट लिमिटेड, प्लॉट स. 25-8-141, पहली मन्जिल, पुराने डाकघर के पास, विशाखापटनम – 530001 (जिसे एतदपश्चात् उक्त अभिकरण कहा जायेगा), को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए, वाणिज्य मंत्रालय की शासकीय राजपत्र में प्रकाशित भारत सरकार की अधिसूचना के साथ अनुसूची में निर्दिष्ट दिनांक 20 दिसम्बर, 1965 की अधिसूचना की संख्या का.आ. 3975 के तहत प्रकाशित अधिसूचना में उपाबद्ध अनुसूची में विनिर्दिष्ट खनिज और अयस्क समूह-I, अर्थात् लौह अयस्क के निर्यात से पूर्व निम्नलिखित शर्तों के अधीन विशाखापटनम पत्तन, में उक्त खनिज और अयस्क के निरीक्षण करने के लिए एक अभिकरण के रूप में मान्यता देती है, अर्थात् :

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

[फा. सं. के-16014/5/2021-निर्यात निरीक्षण]

दिवाकर नाथ मिसरा, संयुक्त सचिव

MINISTRY OF COMMERCE AND INDUSTRY**(Department of Commerce)**

New Delhi, the 16th March, 2021

S.O. 229.—In exercise of the powers conferred by sub-section (1) of section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) read with sub-rule (2) of rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby recognises M/s Minerals Lab Services Private Limited, Plot No. 25-8-141, First Floor, Thomson Street, Near Old Post office, Visakhapatnam– 530001, Andhra Pradesh (hereinafter referred to as the said agency), as an agency for a period of three years with effect from the date of publication of this notification in the Official Gazette, for the inspection of Minerals & Ores, Gr - I, namely Iron Ore as specified in the Schedule annexed to the notification of the Government of India in the Ministry of Commerce, published in the official Gazette vide number S.O.3975 dated 20th December, 1965 respectively, prior to export of the said Minerals and Ores at Visakhapatnam Port, subject to the following conditions, namely: -

- (i) the said agency shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to carry out the inspection specified under rule 4 of the Export of Minerals and Ores – Group I (Inspection) Rules, 1965;

- (ii) the said agency, in performance of their function as specified in this notification shall be bound by such directions, as the Director (Inspection and Quality Control), Export Inspection Council may give, in writing from time to time.

[F. No. K-16014/5/2021-Export Inspection]

DIWAKAR NATH MISRA, Jt. Secy.

नागर विमानन मंत्रालय

नई दिल्ली, 17 मार्च, 2021

का.आ. 230.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग), नियम, 1976 के नियम-10 के उप-नियम (4) के अनुसरण में, नागर विमानन मंत्रालय के अंतर्गत, भारतीय विमानपत्तन प्राधिकरण के अधीन विमानपत्तन निदेशक का कार्यालय, जबलपुर जिसके 80 प्रतिशत कार्मिकों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करती है।

[फा. सं. ई. 11014/9/2015-रा.भा.]

अंशुमाली रस्तोगी, संयुक्त सचिव

MINISTRY OF CIVIL AVIATION

New Delhi, the 17th March, 2021

S.O. 230.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Languages (Use for the Official Purposes of the Union) Rules, 1976, the Central Government, hereby notifies the Office of the The Airport Director Jabalpur, Airport Authority of India, under Ministry of Civil Aviation, whereof 80% staff have acquired the working knowledge of Hindi.

[F. No. E-11014/9/2015-OL]

ANGSHUMALI RASTOGI, Jt. Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 4 फरवरी, 2021

का.आ. 231.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कोल इंडिया लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, कोलकता के पंचाट (संदर्भ संख्या 18/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29.01.2021 को प्राप्त हुआ था।

[सं. एल-20012/40/2012-आईआर (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 4th February, 2021

S.O. 231.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 18/2013) of the Cent.Govt.Indus.Tribunal-cum-Labour Kolkata, as shown in the Annexure, in the industrial dispute between the Management of Coal India Limited and their workmen, received by the Central Government on 29.01.2021.

[No. L-20012/40/2012-IR(CM-I)]

RAJENDER SINGH, Under Secy.

ANNEXURE
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 18 of 2013

Parties: Employers in relation to the management of Coal India Limited

AND

Their workmen

Present: Justice Ravindra Nath Mishra, Presiding Officer

Appearance:

On behalf of the Management : Mr. N. K. Roy, Learned Counsel for Coal India Ltd., Western Coalfields Ltd., BCCL and NCL.

On behalf of the Workmen : None

State: West Bengal.

Industry: Coal.

Dated: 30th July, 2020

AWARD

By Order No.L-20012/40/2012-IR(CM-I) dated 07.05.2013 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

“Whether the demand of the union for applicability of the National Coal Wage Agreement to all the coal workers either engaged by the Coal Companies directly or engaged through any contractor or engaged by the Private Sector or engaged by any company whom the Govt. has allotted coal blocks and the said company is doing mining activities either directly or through outsourcing, is proper and justified? To what relief are the concerned workmen entitled to?”

2. When the case was taken up today for hearing, none appeared on behalf of the union though the learned counsel for Coal India Ltd, Western Coalfields Ltd., BCCL and NCL is present. It appears from the record that after the reference, notices were issued to the parties and in response to which they have appeared, but inspite of several opportunities the union failed to file its statement of claim. None is appearing for the union since 28.08.2019, i.e. three consecutive dates to pursue its case.

3. On consideration of the facts and circumstances of the case, it appears that the union has no grievance at present in respect of the demand as mentioned in the order of reference. Therefore, there exists no dispute for adjudication.

4. Therefore, the reference is disposed of accordingly.

Dated, Kolkata,

The 30th July, 2020

Justice RAVINDRA NATH MISHRA, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 232.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, भारत संचार निगम लिमिटेड, दिल्ली रोड, बुलंदशहर (यू.पी.) के प्रबंधन के संबद्ध नियोजकों और महासचिव, बीएसएनएल अस्थाई कर्मचारी संघ पश्चिमी यूपी 04, सुभाष मार्केट रमते राम रोड, गाजियाबाद (यू.पी.) के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 01/2016) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल-40012/14/2012-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 232.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 01/2016) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manger, Bharat Sanchar Nigam Limited, Delhi Road, Bulandshahr (U.P.) and The General Secretary, BSNL Asthai Karmchari Sangh Paschimi UP, 04, Subhash Market Ramte Ram Road, Ghaziabad (U.P.) which was received by the Central Government on 08.03.2021.

[No. L-40012/14/2012-IR (DU)]

D. K. HIMANSHU, Under Secy.

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. 01/2016

Date of Passing Award- 23rd, February, 2021

Between:

The General Secretary,
BSNL Asthai Karmchari Sangh Paschimi UP,
04, Subhash Market Ramte Ram Road,
Ghaziabad (U.P.)

... Claimant

Versus

General Manger,
Bharat Sanchar Nigam Limited,
Delhi Road,
Bulandshahr (U.P.)

...Management

Appearances:-

Ms. Kiran Dagar (A/R) : For the claimant

None for the management (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 Bharat Sanchar Nigam Limited, 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-40012/14/2012 (IR(DU)) dated 08/11/2012 to this tribunal for adjudication to the following effect.

“Whether the action of the management in not regularizing the services of 20 workers (List Enclosed) is justified, if not to what relief workers are entitled to?”

This is an application filed the General Secretary BSNL Asthai Karamchari Sangh on behalf of himself and 17 others invoking the provision of section 33A of the ID Act alleging therein violation of the conditions laid u/s 33 of the ID Act by the respondent Employer, BSNL.

The facts alleged are that the 17 No. of workmen through the General Secretary of BSNL Asthai Karamchari Sangh had raised an industrial Dispute in the year 2011 before the Labour Commissioner Dehradun claiming regularization of their service by the management BSNL. The Labour Commissioner issued notice to the management and fixed the matter for joint discussion between the parties. But after prolonged joint discussion no fruitful result could be achieved and the report being submitted by the Labour Commissioner, the Appropriate Government referred the matter to this tribunal to adjudicate upon the legality of the decision of the management BSNL in not regularizing the service of 20 workmen including the present petitioner. The reference to this tribunal by the government was made on 08.11.2012. But the management being fully aware of the pending industrial Dispute before the Labour Commissioner, terminated the service of 16 workers who are

the present petitioner w.e.f Feb 2012. The reference made by the Appropriate Government is now pending before this tribunal as ID 158/2012.

Hence, by filing this petition u/s 33A of the Act the workmen petitioners have asserted that the action of termination of service of the 16 petitioners during pendency of an industrial dispute is clearly in contravention of the provision of section 33 ID ACT and thus the action taken is nonest and the workmen be deemed to be in employment of the respondent/management.

The respondent/management i.e BSNL entered appearance through it's A/R and filed reply denying the stand taken by the workmen. It has been specifically stated in its reply that the present proceeding is not maintainable since these workmen in ID No. 158/2012 have also raised about their alleged termination with a prayer for reinstatement in service alongwith all consequential service benefits and back wages. Thus this petition as a separate proceeding is not maintainable. The other plea of the management is that the petitioners workmen were never appointed by BSNL and thus there is no such event of their termination of service. Except pleading that BSNL is their employer, no document or other evidence has been placed on record. Hence no liability can be fixed on the respondent/management for contravention of the provision of section 33 of ID Act.

The management has thus pleaded for dismissal of the present application.

Considering the pleadings the following points were formulated for consideration.

1. Whether the action of termination of the management during pendency of conciliation proceeding is justified.
2. Whether the aforesaid action of the management amounts to unfair labour practice.
3. Whether the workman were employed by the management. If so effect.
4. Whether the claim is within limitation.
5. Whether the workmen are entitled to be reappointed.
6. To what other relief the workmen are entitled to.

During the pendency of the proceeding one of the workman named Shishpal Singh died and Smt. Pinki was substituted as his legal heir. The General secretary Bijender Kumar testified as WW1 and produced two letters written by Labour Commissioner Dehradun to the Management of BSNL and secretary Ministry of Labour and Employment respectively regarding the conciliation proceeding before him. Another person Holi Singh also testified as WW2. On behalf of the management no oral or documentary evidence was adduced. During the pendency of the proceeding the workmen moved an application stating that service of 4 other workmen have been terminated during pendency of this proceeding namely (1) Shri Vijay Kumar Alias Rinku, (ii) Shri Bhupender alias Bunti, (iii) Shri Rajiv Kumar, (iv) Shri Vinod Kumar). Workmen also filed a petition u/s 11(3) of the ID Act praying a direction to the respondent/management for production of documents. Management since did not resist the application, the prayer was allowed giving liberty to the workmen for filing secondary evidence. Thus the General Secretary filed secondary evidence supported by an affidavit which were marked in a series of exh. WW1/1 to WW1/5. These are the documents which are the inter department letter correspondence of BSNL regarding termination of temporary workers and reply given by the management refusing grant of the list of temporary workers asked and RTI and photocopy of the temporary workers which includes the names of the workmen of this proceeding.

A careful perusal of the provision of law laid u/s 33 and 33A of Id Act shows the legislative intent behind the provisions which is that the conditions of service of the workmen will remain unchanged during the pendency of the Industrial Dispute to ensure harmony and healthy interaction between the workmen and employer for resolution of Industrial Dispute. Provision of section 33 envisages that during pendency of any conciliation proceeding or any proceeding before the Tribunal in respect of an Industrial Dispute, shall not alter the condition of service to the prejudice of the workman connected with the dispute.

Section 33A prescribes the remedial procedure to be adopted for contravention of the provision of section 33 by the employer.

In this case, the workmen have pleaded and adduced evidence that during the pendency of conciliation proceeding the management terminated their service.

The management has taken a plea in the reply that the proceeding is not maintainable as barred by limitation. This objection of the management is not worthy of acceptance as the statute unlike the provision laid u/s 2A of the ID Act has not prescribed any time limit for filing application u/s 33A of the Act.

In the case of **Hindustan General Electrical Corp Limited vs. Biswanath Prasad reported in (1971)2SCC 605**, the Hon'ble Supreme Court have held that where the worker is dismissed during conciliation proceeding section 33A is attracted. The essential requirement for maintainability of a complaint u/s 33A, requires consideration of two aspects.

- (i) Whether there was any violation of section 33
- (ii) Whether the act complained of was justified or not.

In this case of **Reserve Bank of India vs. CA Dighe (1981) 3SCC 545**, the Hon'ble Apex Court have further held that while adjudicating an application u/s 33A of the Act the Tribunal should define the area of dispute referred to it before proceeding to consider whether the alleged alteration of condition of service was in regard to matter connected with that dispute.

In this proceeding the facts admitted by both the parties are that claiming regularization of service a dispute was raised by the workmen against the management before the Labour Commissioner and the management had participated in the conciliation proceeding which failed. Whereas the workmen have alleged that during pendency of that proceeding before the Labour Commissioner management terminated their service. The later has denied the employer employee relationship and the alleged termination.

Workmen have adduced oral evidence to prove their stand. Management has not adduced any rebuttal evidence. It is true that the workmen have not produced any letter of appointment and order of termination. It is a fact noticeable that the employers particularly Government organizations/corporation or public sector undertakings never issue appointment letter or termination order to the casual or temporary workers employed.

In this case the workmen have otherwise proved that they are working with management since time varying from 1999 to 2001. Their request to the management for production of the list of temporary workers since 1993 was denied as not relevant as stated by the management in the reply to the section 11(3) petition placed on record. Being allowed to adduce secondary evidence, workmen have filed the list of temporary workers for whom an inter department letter communication was made by the SDO telephone, office of General Manager Buland Sahar Telecom Dist seeking instruction about work and present status of the temporary workers pursuant to a correspondence received from the Panel advocate engaged in Id No. 158/2012 pending before this tribunal advising disengagement of temporary workers related to that proceeding. These letters have been placed on records as Exhi. 1/5. The list appended to the letter contains the name of the temporary workers concerning this dispute.

Thus from the oral and documentary evidence adduced by the workmen which has remained unrebutted, it appears, on the back ground of the admission of the management about the dispute pending before the Labour Commissioner that during the pendency of the dispute the management changed the service condition of the workmen w.e.f feb 2012, which is in complete contravention of the provision of law laid u/s 33 of Id Act,. Such action of the management is illegal and liable to be setaside. Hence, ordered.

ORDER

The application filed u/s 33A of the Id Act by the workmen through the General Secretary of the Union is allowed. The action of the management in terminating the employment of the 20 no. of workmen (list enclosed) is held to be illegal and thus setaside. Send a copy of this award to the Appropriate Government for notification as required under section 17 of the ID act 1947.

S. No.	Name of Workers
1.	Shri Ajay Kumar Verma, Bhud Exchange.
2.	Shri Satyaprakash, Bhud Exchange
3.	Shri Harishchand, Motibagh Exchange
4.	Shri Surender Kumar, Motibagh Exchange
5.	Shri Rinku
6.	Shri Gajraj Singh, Anurangabad Exchange

7.	Shri Rajiv Kumar
8.	Shri Jitendra singh, Burd Exchange
9.	Shri Gajraj Singh
10.	Shri Harikishan
11.	Shri Ajit singh,
12.	Shri Rajinder alias raju
13.	Shri Vijay alia rinku
14.	Shri Shisupal singh
15.	Shri Anand Swaroop Tomar,
16.	Shri Ramnaresh
17.	Shri Ashok Kumar
18.	Shri Bhupender Kumar alias Bunti
19.	Shri Yougesh Kumar alias pintu,
20.	Shri vinod Kumar

The reference is accordingly answered.

Dictated & Corrected by me.

23rd February, 2021

Smt. PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 233.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड, नई टिहरी गढ़वाल, उत्तराखंड के प्रबंधतंत्र के संबद्ध नियोजकों और श्री सोनू, कामगार के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 52/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल-42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 233.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 52/2018) of the Central Government Industrial-Tribunal-cum Labour Court-2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom (West), Bharat Sanchar Nigam Limited, New Tehri Garhwal, Uttarakhand and Shri Sonu, Worker which was received by the Central Government on 08.03.2021.

[No. L-42025/07/2021-IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI**

PRESENT: SMT. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour
Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE No. 52/2018

Date of Passing Award : 19th November, 2020

Between:

Shri Sonu,
A-363 Defence Colony,
New Delhi-110024.

...Workman/Claimant

Versus

The General Manager, Telecom (West)
Bharat Sanchar Nigam Limited,
New Tehri Garhwal,
Uttarakhand.

...Managements/Respondents

Appearances:-

None : For the Workman

Shri Atul Bhardwaj, A/R : For the Managements

AWARD

This Award shall decide a complaint moved by the applicant/complaint under Section 33-A of the Industrial Dispute Act, 1947 (in short “the Act”) against the respondent/Management, with the averments inter alia that he has been in continuous service of the Management for the past 11 years and working as a Phone Mechanic. Through ID case No. 162/2012 for the relief of regularization of service of the workman (whose name finds mentioned at SI. No. 81 in the list of workmen) is pending adjudication before of the Tribunal, yet the Management in a malafide way terminated the services of eleven workers including the workman/complainant, who were also in continuous service. The Management neither gave any notice as required under Section 25-N of the Act, nor sought any leave/permission of the Court and thus violated the provisions of Section 33 of the Act. Even lawful dues of the workman including retrenchment compensation, notice pay and other benefits were not paid to the workman by the Management at the time of illegal termination of his services. Prayer has been made for reinstatement into service of the workman/complainant.

2. The complaint has been resisted by the Management of BSNL who filed its written reply alleging that there is no relationship of employer and employee between the parties. The applicant/complainant is labourer of contractor whom contract has been awarded by competent authority after inviting open tenders as per codal provisions. The applicant had neither been appointed nor recruited in the employment by the Management. While denying the allegations of the workmen/claimants union, it has been stated that the claim petition is not maintainable and liable to be dismissed as the workman was working under the supervision and guidance of the contractor.

3. On the pleadings of the parties, following issues were framed on 04/4/2019:-

- 1) Whether there is a proceeding pending between the workman and the management prior to the alleged termination?
- 2) Whether the management having knowledge of the pending proceedings between the parties altered the service condition of the workman immediately before the commencement of such proceeding to the prejudice of the workman?
- 3) To what relief the workman is entitled to?

4. It is mentioned that Section 33 of the Act clearly provides that during pendency of the proceedings either before the Conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

5. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty –the first is to find out as to whether the employer has contravened the provisions of Section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

6. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case, he did not lead any evidence. In fact, he opted not to participate in the proceedings since 12/11/2018. Ultimately this Tribunal was left with no option but to presume that the applicant/complainant was no more interested in prosecuting his case on merits and the matter was posted for passing Award vide order dated 10/2/2020.

7. At the outset it is mentioned that the applicant/complainant has neither mentioned the date as to when he was engaged/appointed by the management and as to when his services were illegally terminated by the Management, nor has disclosed as to what was his last draw wages/salary. Onus was upon the applicant/complainant to prove that he being employee of the Management, there existed relationship of employer & employee between the parties; that proceeding relating to an industrial dispute between the parties were pending at the time when service conditions of the applicant/complainant were changed by the Management/Respondent without taking leave/permission of the Court of law. The applicant/complainant has failed to discharge the onus. In view of the fact that the applicant/ complainant has not led any evidence in support of his case, this Tribunal is constrained to pass “No Dispute Award” in the matter. Award is passed accordingly.

Let a copy of this Award be sent for publication as required under Section 17 read with Section 33-A of the Act.

Dictated & corrected by me.

19th November, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 234.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड, नई टिहरी गढ़वाल, उत्तराखंड के प्रबंधन के संबद्ध नियोजकों और श्री अनूप सिंह, कामगार के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 53/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल-42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 234.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 53/2018) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom (West), Bharat Sanchar Nigam Limited, New Tehri Garhwal, Uttarakhand and Shri Anoop Singh, Worker which was received by the Central Government on 08.03.2021.

[No. L-42025/07/2021-IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI**

PRESENT: SMT. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour
Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE No. 53/2018

Date of Passing Award : 19th November, 2020

Between:-

Shri Anoop Singh,
A-363 Defence Colony,
New Delhi-110024.

...Workman/Claimant

Versus

The General Manager, Telecom (West),
Bharat Sanchar Nigam Limited,
New Tehri Garhwal, Uttarakhand

...Managements/Respond

Appearances:-

None : For the Workman

Shri Atul Bhardwaj, A/R : For the Managements

AWARD

This Award shall decide a complaint moved by the applicant/complaint under Section 33-A of the Industrial Dispute Act, 1947 (in short "the Act") against the respondent/Management, with the averments inter alia that he has been in continuous service of the Management for the past 14 years and working as a Phone Mechanic. Through ID case No. 162/2012 for the relief of regularization of service of the workman (whose name finds mentioned at SI. No. 79 in the list of workmen) is pending adjudication before the Tribunal, yet the Management in a malafide way terminated the services of eleven workers including the workmen/complainant, who were also in continuous service. The management neither gave any notice as required under Section 25-N of the Act, nor sought any leave/permission of the Court and thus violated the provisions of Section 33 of the Act. Even lawful dues of the workman including retrenchment compensation, notice pay and other benefits were not paid to the workman by the Management at the time of illegal termination of his services. Prayer has been made for reinstatement into services of the workman/complainant.

2. The complaint has been resisted by the Management of BSNL who filed its written reply alleging that there is no relationship of employer and employee between the parties. The applicant/complainant is labourer of contractor whom contract has been awarded by competent authority after inviting open tenders as per codal provisions. The applicant has neither been appointed nor recruited in the employment by the Management. While denying the allegations of the workmen/claimants union, it has been stated that the claim petition is not maintainable and liable to be dismissed as the workman was working under the supervision and guidance of the contractor.

3. On the pleadings of the parties, following issues were framed on 04/4/2019:-

- 1) Whether there is a proceeding pending between the workman and the management prior to the alleged termination?
- 2) Whether the management having knowledge of the pending proceedings between the parties altered the services condition of the workman immediately before the commencement of such proceeding to the prejudice of the workman?
- 3) To what relief the workman is entitled to?

4. It is mentioned that Section 33 of the Act clearly provides that during pendency of the proceedings either before the Conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

5. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty –the first is to find out as to whether the employer has contravened the provisions of Section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

6. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case, he did not lead any evidence. In fact, he opted not to participate in the proceedings since 12/11/2018. Ultimately this Tribunal was left with no option but to presume that the applicant/complainant was no more interested in prosecuting his case on merits and the matter was posted for passing Award vide order dated 10/2/2020.

7. At the outset it is mentioned that the applicant/complainant has neither mentioned the date as to when he was engaged/appointed by the management and as to when his services were illegally terminated by the Management, nor has disclosed as to what was his last draw wages/salary. Onus was upon the applicant/complainant to prove that he being employee of the Management, there existed relationship of employer & employee between the parties; that proceeding relating to an industrial dispute between the parties were pending at the time when service conditions of the applicant/complainant were changed by the Management/Respondent without taking leave/permission of the Court of law. The applicant/complainant has failed to discharge the onus. In view of the fact that the applicant/ complainant has not led any evidence in support of his case, this Tribunal is constrained to pass “No Dispute Award” in the matter. Award is passed accordingly.

Let a copy of this Award be sent for publication as required under Section 17 read with Section 33- A of the Act.

Dictated & corrected by me.

19th November, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 235.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड, नई टिहरी गढ़वाल, उत्तराखंड के प्रबंधतंत्र के संबद्ध नियोजकों और श्री राजेन्द्र सिंह, कामगार के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 54/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल-42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 235.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 54/2018) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom (West), Bharat Sanchar Nigam Limited, New Tehri Garhwal, Uttarakhand and Shri Rajendre Singh, Worker which was received by the Central Government on 08.03.2021.

[No. L-42025/07/2021-IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI****PRESENT:** SMT. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour-II New Delhi**INDUSTRIAL DISPUTE CASE No. 54/2018**Date of Passing Award : 21st February, 2020

Shri Rajendre Singh,
A-363 Defence Colony,
New Delhi-110024.

...Workman/Claimant

Versus

The General Manager, Telecom (West)
Bharat Sanchar Nigam Limited,
New Tehri Garhwal,
Uttarakhand

...Management/Respondent

Appearances:-

None : For the Workman

Shri Atul Bhardwaj, A/R : For the Management

AWARD

This Award shall decide a complaint moved by the applicant/complainant under Section 33-A of the Industrial Disputes Act, 1947 (in short “the Act”) against the respondent/Management, with the averments inter-alia that he has been in continuous service of the Management for the past 15 years and working as a Lineman. Though ID case No. 162/2012 for the relief of regularization of service of the workman (whose name finds mentioned at SI. No. 75 in the list of workmen) is pending adjudication before of the Tribunal, yet the Management in a malafide way terminated the services of workers including the workman/complainant, who were also in continuous service. The management neither gave any notice as required under Section 25-N of the Act, nor sought any leave/permission of the Court and thus violated the provisions of Section 33 of the Act. Even lawful dues of the workman including retrenchment compensation, notice pay and other benefits were not paid to the workman by the Management at the time of illegal termination of his services. Prayer has been made for reinstatement into service of the workman/complainant.

2. The complaint has been resisted by the Management of BSNL who filed its written reply alleging that there is no relationship of employer and employee between the parties. The applicant/complainant is labourer of contractor whom contract has been awarded by competent authority after inviting open tenders as per codal provisions. The applicant had neither been appointed nor recruited in the employment by the Management. While denying the allegations of the workmen/claimants union, it has been stated that the claim petition is not maintainable and liable to be dismissed as the workman was working under the supervision and guidance of the contractor.

3. On the pleadings of the parties, following issues were framed on 04/4/2019:-

- 1) Whether there is a proceeding pending between the workman and the management prior to the alleged termination?
- 2) Whether the management having knowledge of the pending proceedings between the parties altered the services condition of the workman immediately before the commencement of such proceeding to the prejudice of the workman?
- 3) To what relief the workman is entitled to?

4. It is mentioned that Section 33 of the Act clearly provides that during pendency of the proceedings either before the Conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

5. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty –the first is to find out as to whether the employer has contravened the provisions of Section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

6. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case, he did not lead any evidence. In fact, he opted not to participate in the proceedings since 12/11/2018. Ultimately this Tribunal was left with no option but to presume that the applicant/complainant was no more interested in prosecuting his case on merits and the matter was posted for passing Award vide order dated 10/2/2020.

7. At the outset it is mentioned that the applicant/complainant has not mentioned the date as to when he was engaged/appointed by the management and as to when his services were illegally terminated by the Management. Onus was upon the applicant/complainant to prove that he being employee of the Management, there existed relationship or employer & employee between the parties; that proceeding relating to an industrial dispute between the parties were pending at the time when service conditions of the applicant/complainant were changed by the Management/Respondent without taking leave/permission of the Court of law. The applicant/complainant has failed to discharge the onus. In view of the fact that the applicant/ complainant has not led any evidence in support of his case, this Tribunal is constrained to pass “No Dispute Award” in the matter. Award is passed accordingly.

Let a copy of this Award be sent for publication as required under Section 17 read with Section 33- A of the Act.

Dictated & corrected by me.

21st February, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 236.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड, नई टिहरी गढ़वाल, उत्तराखंड के प्रबंधतंत्र के संबद्ध नियोजकों और श्री अरविंद सिंह, कामगार के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 55/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल-42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 236.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 55/2018) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom (West), Bharat Sanchar Nigam Limited, New Tehri Garhwal, Uttarakhand and Shri Arvind Singh, Worker which was received by the Central Government on 08.03.2021.

[No. L-42025/07/2021-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI**

PRESENT: SMT. PRANITA MOHANTY, Presiding Officer,
C.G.I.T.-Cum-Labour Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE No. 55/2018

Date of Passing Award : 19th November, 2020

Between:

Shri Arvind Singh,
A-363 Defence Colony,
New Delhi-110024.

...Workman/Claimant

Versus

The General Manager, Telecom (West)
Bharat Sanchar Nigam Limited,
New Tehri Garhwal,
Uttarakhand

...Managements/Responde

Appearances:-

None : For the Workman

Shri Atul Bhardwaj, A/R : For the Managements

AWARD

This Award shall decide a complaint moved by the applicant/complainant under Section 33-A of the Industrial Dispute Act, 1947 (in short “the Act”) against the respondent/Management, with the averments inter-alia that he has been in continuous service of the Management for the past 09 years and working as a Lineman. Through ID case No. 162/2012 for the relief of regularization of service of the workman (whose name finds mentioned at SI. No. 83 in the list of workmen) is pending adjudication before the Tribunal, yet the Management in a malafide way terminated the services of workers including the workman/complainant, who were also in continuous service. The management neither gave any notice as required under Section 25-N of the Act, nor sought any leave/permission of the Court and thus violated the provisions of Section 33 of the Act. Even lawful dues of the workman including retrenchment compensation, notice pay and other benefits were not paid to the workman by the Management at the time of illegal termination of his services. Prayer has been made for reinstatement into services of the workman/complainant.

2. The complaint has been resisted by the Management of BSNL who filed its written reply alleging that there is no relationship of employer and employee between the parties. The applicant/complainant is labourer of contractor whom contract has been awarded by competent authority after inviting open tenders as per codal provisions. The applicant had neither been appointed nor recruited in the employment by the Management. While denying the allegations of the workmen/claimants union, it has been stated that the claim petition is not maintainable and liable to be dismissed as the workman was working under the supervision and guidance of the contractor.

3. On the pleadings of the parties, following issues were framed on 04/4/2019:-

- 1) Whether there is a proceeding pending between the workman and the management prior to the alleged termination?
- 2) Whether the management having knowledge of the pending proceedings between the parties altered the services condition of the workman immediately before the commencement of such proceeding to the prejudice of the workman?
- 3) To what relief the workman is entitled to?

4. It is mentioned that Section 33 of the Act clearly provides that during pendency of the proceedings either before the Conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before

the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

5. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty –the first is to find out as to whether the employer has contravened the provisions of Section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

6. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case, he did not lead any evidence. In fact, he opted not to participate in the proceedings since 12/11/2018. Ultimately this Tribunal was left with no option but to presume that the applicant/complainant was no more interested in prosecuting his case on merits and the matter was posted for passing Award vide order dated 10/2/2020.

7. At the outset it is mentioned that the applicant/complainant has neither mentioned the date as to when he was engaged/appointed by the management and as to when his services were illegally terminated by the Management, nor has disclosed as to what was his last draw wages/salary. Onus was upon the applicant/complainant to prove that he being employee of the Management, there existed relationship or employer & employee between the parties; that proceeding relating to an industrial dispute between the parties were pending at the time when service conditions of the applicant/complainant were changed by the Management/Respondent without taking leave/permission of the Court of law. The applicant/complainant has failed to discharge the onus. In view of the fact that the applicant/ complainant has not led any evidence in support of his case, this Tribunal is constrained to pass “No Dispute Award” in the matter. Award is passed accordingly.

Let a copy of this Award be sent for publication as required under Section 17 read with Section 33- A of the Act.

Dictated & corrected by me.

19th November, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 237.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड, नई टिहरी गढ़वाल, उत्तराखंड के प्रबंधन के संबद्ध नियोजकों और श्री राजेन्द्र सिंह, कामगार के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 56/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल-42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 237.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 56/2018) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom (West), Bharat Sanchar Nigam Limited, New Tehri Garhwal, Uttarakhand and Shri Rajendre Singh, Worker which was received by the Central Government on 08.03.2021.

[No. L-42025/07/2021-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI****PRESENT:** SMT. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour

Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE No. 56/2018Date of Passing Award : 19th November, 2020**Between:**Shri Rajendre Singh,
A-363 Defence Colony,
New Delhi-110024.

...Workman/Claimant

VersusThe General Manager, Telecom (West)
Bharat Sanchar Nigam Limited,
New Tehri Garhwal,
Uttarakhand

...Managements/Respondents

Appearances:-

None : For the Workman

Shri Atul Bhardwaj, A/R : For the Managements

AWARD

This Award shall decide a complaint moved by the applicant/complainant under Section 33-A of the Industrial Disputes Act, 1947 (in short “the Act”) against the respondent/Management, with the averments inter alia that he has been in continuous service of the Management for the past 21 years and working as a Phone Mechanic. Through ID case No. 162/2012 for the relief of regularization of service of the workman (whose name finds mentioned at SI. No. 60 in the list of workmen) is pending adjudication before of the Tribunal, yet the Management in a malafide way terminated the services of workers including the workman/complainant, who were also in continuous service. The management neither gave any notice as required under Section 25-N of the Act, nor sought any leave/permission of the Court and thus violated the provisions of Section 33 of the Act. Even lawful dues of the workman including retrenchment compensation, notice pay and other benefits were not paid to the workman by the Management at the time of illegal termination of his services. Prayer has been made for reinstatement into services of the workman/complainant.

2. The complaint has been resisted by the Management of BSNL who filed its written reply alleging that there is no relationship of employer and employees between the parties. The applicant/complainant is labourer of contractor whom contract has been awarded by competent authority after inviting open tenders as per codal provisions. The applicant had neither been appointed nor recruited in the employment by the Management. While denying the allegations of the workmen/claimants union, it has been stated that the claim petition is not maintainable and liable to be dismissed as the workman was working under the supervision and guidance of the contractor.

3. On the pleadings of the parties, following issues were framed on 04/4/2019:-

- 1) Whether there is a proceeding pending between the workman and the management prior to the alleged termination?
- 2) Whether the management having knowledge of the pending proceedings between the parties altered the services condition of the workman immediately before the commencement of such proceeding to the prejudice of the workman?
- 3) To what relief the workman is entitled to?

4. It is mentioned that Section 33 of the Act clearly provides that during pendency of the proceedings either before the Conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer,

aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

5. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty –the first is to find out as to whether the employer has contravened the provisions of Section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

6. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case, he did not lead any evidence. In fact, he opted not to participate in the proceedings since 12/11/2018. Ultimately this Tribunal was left with no option but to presume that the applicant/complainant was no more interested in prosecuting his case on merits and the matter was posted for passing Award vide order dated 10/2/2020.

7. At the outset it is mentioned that the applicant/complainant has not mentioned the date as to when he was engaged/appointed by the management and as to when his services were illegally terminated by the Management. He has not disclosed as to what was his last drawn wages/salary. Onus was upon the applicant/complainant to prove that he being employee of the Management, there existed relationship or employer & employee between the parties; that proceeding relating to an industrial dispute between the parties were pending at the time when service conditions of the applicant/complainant were changed by the Management/Respondent without taking leave/permission of the Court of law. The applicant/complainant has failed to discharge the onus. In view of the fact that the applicant/ complainant has not led any evidence in support of his case, this Tribunal is constrained to pass “No Dispute Award” in the matter. Award is passed accordingly.

Let a copy of this Award be sent for publication as required under Section 17 read with Section 33- A of the Act.

Dictated & corrected by me.

19th November, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 238.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड, नई टिहरी गढ़वाल, उत्तराखंड के प्रबंधन के संबद्ध नियोजकों और श्री कुमेर सिंह, कामगार के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 57/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल- 42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 238.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 57/2018) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom (West), Bharat Sanchar Nigam Limited, New Tehri Garhwal, Uttarakhand and Shri Kumer Singh, Worker which was received by the Central Government on 08.03.2021.

[No. L-42025/07/2021-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI****PRESENT:** SMT. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour Court-II, New Delhi**INDUSTRIAL DISPUTE CASE No. 57/2018**Date of Passing Award : 19th November, 2020**Between:**

Shri Kumer Singh,
A-363 Defence Colony,
New Delhi-110024.

...Workman/Claimant

Versus

The General Manager, Telecom (West)
Bharat Sanchar Nigam Limited,
New Tehri Garhwal, Uttarakhand

...Managements/Respondent

Appearances:-

None : For the Workman

Shri Atul Bhardwaj, A/R : For the Management

AWARD

This Award shall decide a complaint moved by the applicant/complainant under Section 33-A of the Industrial Disputes Act, 1947 (in short “the Act”) against the respondent/Management, with the averments inter-alia that he has been in continuous service of the Management for the past 10 years and working as a BTS Operator. Though ID case No. 162/2012 for the relief of regularization of service of the workman (whose name finds mentioned at SI. No.12 in the list of workmen) is pending adjudication before the Tribunal, yet the Management in a malafide way terminated the services of eleven workers including the workman/complainant, who were also in continuous service. The management neither gave any notice as required under Section 25-N of the Act, nor sought any leave/permission of the Court and thus violated the provisions of section 33 of the Act. Even lawful dues of the workman including retrenchment compensation, notice pay and other benefits were not paid to the workman by the Management at the time of illegal termination of his services. Prayer has been made for reinstatement into services of the workman/complainant.

2. The complaint has been resisted by the Management of BSNL who filed its written reply alleging that there is no relationship of employer and employees between the parties. The applicant/complainant is labourer of contractor whom contract has been awarded by competent authority after inviting open tenders as per codal provisions. The applicant had neither been appointed nor recruited in the employment by the Management. While denying the allegations of the workmen/claimants union, it has been stated that the claim petition is not maintainable and liable to be dismissed as the workman was working under the supervision and guidance of the contractor.

3. On the pleadings of the parties, following issues were framed on 04/4/2019:-

- 1) Whether there is a proceeding pending between the workman and the management prior to the alleged termination?
- 2) Whether the management having knowledge of the pending proceedings between the parties altered the services condition of the workman immediately before the commencement of such proceeding to the prejudice of the workman?
- 3) To what relief the workman is entitled to?

4. It is mentioned that Section 33 of the Act clearly provides that during pendency of the proceedings either before the Conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

5. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty –the first is to find out as to whether the employer has contravened the provisions of Section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

6. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case, he did not lead any evidence. In fact, he opted not to participate in the proceedings since 12/11/2018. Ultimately this Tribunal was left with no option but to presume that the applicant/complainant was no more interested in prosecuting his case on merits and the matter was posted for passing Award vide order dated 10/2/2020.

7. At the outset it is mentioned that the applicant/complainant has neither mentioned the date as to when he was engaged/appointed by the management and as to when his services were illegally terminated by the Management, nor has disclosed as to what was his last drawn wages/salary. Onus was upon the applicant/complainant to prove that he being employee of the Management, there existed relationship or employer & employee between the parties; that proceeding relating to an industrial dispute between the parties were pending at the time when service conditions of the applicant/complainant were changed by the Management/Respondent without taking leave/permission of the Court of law. The applicant/complainant has failed to discharge the onus. In view of the fact that the applicant/ complainant has not led any evidence in support of his case, this Tribunal is constrained to pass “No Dispute Award” in the matter. Award is passed accordingly.

Let copy of this Award be sent for publication as required under Section 17 read with Section 33- A of the Act.

Dictated & corrected by me.

19th November, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 239.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केंद्रीय भंडारण निगम, अंतर्देशीय कंटेनर डिपो, गाजीपुर गांव के पास, पटपड़गंज, दिल्ली; प्रबंध निदेशक, एफईएमसी प्रतिभा इंडस्ट्रीज लिमिटेड जेवी, 4-एनबी, 11-15, 4 वीं मंजिल, परगन प्लाजा, फीनिक्स मार्केट सिटी, एलबीएस रोड कामरी, कुर्ला (पश्चिम) मुंबई; परियोजना प्रबंधक, डीएमआरसी परियोजना, एफईएमसी प्रतिभा उद्योग लिमिटेड जेवी, सीसी -23, चरण-III एनडीएमसी पार्क, पुष्पा भवन के पास, नई दिल्ली के प्रबंधन के संबद्ध नियोजकों और श्री अजीत कुमार और 10 अन्य, के माध्यम से -दिल्ली कर्मचारी संघ, डब्ल्यू-पी, विरुद्ध कालकाजी बस डिपो, गोविंदपुरी, नई दिल्ली के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 57/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल-42011/241/2018-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 239.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 57/2019) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The Central Warehousing Corporation, Inland Container Depot, Near Gazipur Village, Patparganj, Delhi; The Managing Director, FEMC Pratibha Industries Ltd. JV, 4-NB, 11-15, 4th Floor, Paragan Plaza, Phoenix Markit City, LBS Road Kamri, Kurla (West) Mumbai; The project manager, DMRC project, FEMC Pratibha Industries Ltd. JV, CC-23, Phase-III NDMC Park, Near Pushpa Bhawan, New Delhi and Shri Ajit Kumar, and 10 Others, Through –Delhi Karamchhari Sangh, W-P. Opp. Kalkaji Bus Depot, Govindpuri, New Delhi which was received by the Central Government on 08.03.2021.

[No. L-42011/241/2018-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI****Present:** Smt. Pranita Mohanty**ID. NO. 57/2019**

Shri Ajit Kumar, and 10 Others,
Through –Delhi Karamchari Sangh,
W-P. Opp. Kalkaji Bus Depot, Govindpuri,
New Delhi-110019.

...Workmen

Versus

1. Central Warehousing Corporation,
Inland Container Depot, Near Gazipur Village,
Patparganj, Delhi-110096.
2. The Managing Director,
FEMC Pratibha Industries Ltd. JV,
4-NB, 11-15 , 4th Floor, Paragan Plaza, Phoenix Markit City,
LBS Road Kamri, Kurla (West) Mumbai-400070.
3. The project manager, DMRC project,
FEMC Pratibha Industries Ltd. JV
CC-23, Phase-III NDMC Park, Near Pushpa Bhawan,
New Delhi-110017.

...Managements

AWARD

In the present case, a reference was received from the appropriate Government vide letter No. L-42011/241/2018 IR (DU)) dated 11.02.2019 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 the action of the management of M/s. FEMC Parthibha Industries Limited –JV /DMRC to terminate the services of Sh. Ajit Kumar Patra and 10 others workmen (particulars given in the list) without paying retrenchment compensation and notice pay to the workmen is valid ? If not, what relief the workmen are entitled for?”

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, Claimants union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workmen as well as the managements. Neither the postal article sent to the claimants, 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 claimants. Despite service of the notice, claimants opted to abstain away from the proceedings. No claim statement was filed on their behalf. Thus, it is clear that the workmen are not interested in adjudication of the reference on merits.

4. Since the workmen have neither put in their appearance nor have they led any evidence so as to prove their cause against the managements, 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: 23.02.2021

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 240.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड, नई टिहरी गढ़वाल, उत्तराखंड के प्रबंधन के संबद्ध नियोजकों और श्री शैलेन्द्र सिंह, कामगार के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 58/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल-42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 240.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 58/2018) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom (West), Bharat Sanchar Nigam Limited, New Tehri Garhwal, Uttarakhand and Shri Shailendra Singh, Worker which was received by the Central Government on 08.03.2021.

[No. L-42025/07/2021-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI****PRESENT:** SMT. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour Court-II New Delhi**INDUSTRIAL DISPUTE CASE No. 58/2018**Date of Passing Award : 21st February, 2020

Shri Shailendra Singh,
A-363 Defence Colony,
New Delhi-110024.

...Workman/Claimant

Versus

The General Manager, Telecom (West)
Bharat Sanchar Nigam Limited,
New Tehri Garhwal,
Uttarakhand

...Management/Respondent

Appearances:-

None : For the Workman

Shri Atul Bhardwaj, A/R : For the Management

AWARD

This Award shall decide a complaint moved by the applicant/complainant under Section 33-A of the Industrial Disputes Act, 1947 (in short "the Act") against the respondent/Management, with the averments inter alia that he has been in continuous service of the Management for the past 17 years and working as a Lineman. Though ID case No. 162/2012 for the relief of regularization of service of the workman (whose name finds mentioned at SI. No. 67 in the list of workmen) is pending adjudication before of the Tribunal, yet the Management in a malafide way terminated the services of workers including the workman/complainant, who were also in continuous service. The management neither gave any notice as required under Section 25-N of the Act, nor sought any leave/permission of the Court and thus violated the provisions of Section 33 of the Act. Even lawful dues of the workman including retrenchment compensation, notice pay and other benefits were not paid to the workman by the Management at the time of illegal termination of his services. Prayer has been made for reinstatement into services of the workman/complainant.

2. The complaint has been resisted by the Management of BSNL who filed its written reply alleging that there is no relationship of employer and employees between the parties. The applicant/complainant is labourer

of contractor whom contract has been awarded by competent authority after inviting open tenders as per codal provisions. The applicant had neither been appointed nor recruited in the employment by the Management. While denying the allegations of the workmen/claimants union, it has been stated that the claim petition is not maintainable and liable to be dismissed as the workman was working under the supervision and guidance of the contractor.

3. On the pleadings of the parties, following issues were framed on 04/4/2019:-

- 1) Whether there is a proceeding pending between the workman and the management prior to the alleged termination?
- 2) Whether the management having knowledge of the pending proceedings between the parties altered the services condition of the workman immediately before the commencement of such proceeding to the prejudice of the workman?
- 3) To what relief the workman is entitled to?

4. It is mentioned that Section 33 of the Act clearly provides that during pendency of the proceedings either before the Conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

5. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty –the first is to find out as to whether the employer has contravened the provisions of Section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

6. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case, he did not lead any evidence. In fact, he opted not to participate in the proceedings since 12/11/2018. Ultimately this Tribunal was left with no option but to presume that the applicant/complainant was no more interested in prosecuting his case on merits and the matter was posted for passing Award vide order dated 10/2/2020.

7. At the outset it is mentioned that the applicant/complainant has not mentioned the date as to when he was engaged/appointed by the management and as to when his services were illegally terminated by the Management. Onus was upon the applicant/complainant to prove that he being employee of the Management, there existed relationship or employer & employee between the parties; that proceeding relating to an industrial dispute between the parties were pending at the time when service conditions of the applicant/complainant were changed by the Management/Respondent without taking leave/permission of the Court of law. The applicant/complainant has failed to discharge the onus. In view of the fact that the applicant/ complainant has not led any evidence in support of his case, this Tribunal is constrained to pass “No Dispute Award” in the matter. Award is passed accordingly.

Let a copy of this Award be sent for publication as required under Section 17 read with Section 33- A of the Act.

Dictated & corrected by me.

21st February, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 241.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड, नई टिहरी गढ़वाल, उत्तराखंड के प्रबंधन के संबंध नियोजकों और श्री कृष्ण दत्त गौड़, कामगार के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 59/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल-42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 241.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 59/2018) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom (West), Bharat Sanchar Nigam Limited, New Tehri Garhwal, Uttrakhand and Shri Krishan Dutt Gaur, Worker which was received by the Central Government on 08.03.2021.

[No. L-42025/07/2021-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI****PRESENT:** SMT. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour

Court-II, New Delhi

INDUSTRIAL DISPUTE CASE No. 59/2018Date of Passing Award : 19th November, 2020**Between:**

Shri Krishan Dutt Gaur,
A-363 Defence Colony,
New Delhi-110024.

...Workman/Claimant

Versus

The General Manager, Telecom (West)
Bharat Sanchar Nigam Limited,
New Tehri Garhwal,
Uttrakhand

...Management/Respondent

Appearances:-

None : For the Workman

Shri Atul Bhardwaj, A/R : For the Management

AWARD

This Award shall decide a complaint moved by the applicant/complainant under Section 33-A of the Industrial Disputes Act, 1947 (in short "the Act") against the respondent/Management, with the averments inter alia that he has been in continuous service of the Management for the past 12 years and working as a BTS Operator. Though ID case No. 162/2012 for the relief of regularization of service of the workman (whose name finds mentioned at Sl. No. 84 in the list of workmen) is pending adjudication before of the Tribunal, yet the Management in a malafide way terminated the services eleven workers including the workman/complainant who were also in continuous service. The management neither gave any notice as required under Section 25-N of the Act, nor sought any leave/permission of the Court and thus violated the provisions of Section 33 of the Act. Even lawful dues of the workman including retrenchment compensation, notice pay and other benefits were not paid to the workman by the Management at the time of illegal termination of his services. Prayer has been made for reinstatement into services of the workman/complainant.

2. The complaint has been resisted by the Management of BSNL who filed its written reply alleging that there is no relationship of employer and employees between the parties. The applicant/complainant is labourer of contractor whom contract has been awarded by competent authority after inviting open tenders as per codal provisions. The applicant had neither been appointed nor recruited in the employment by the Management. While denying the allegations of the workmen/claimants union, it has been stated that the claim petition is not maintainable and liable to be dismissed as the workman was working under the supervision and guidance of the contractor.

3. On the pleadings of the parties, following issues were framed on 04/4/2019:-

- 1) Whether there is a proceeding pending between the workman and the management prior to the alleged termination?
- 2) Whether the management having knowledge of the pending proceedings between the parties altered the services condition of the workman immediately before the commencement of such proceeding to the prejudice of the workman?

3) To what relief the workman is entitled to?

4. It is mentioned that Section 33 of the Act clearly provides that during pendency of the proceedings either before the Conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

5. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty –the first is to find out as to whether the employer has contravened the provisions of Section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

6. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case, he did not lead any evidence. In fact, he opted not to participate in the proceedings since 12/11/2018. Ultimately this Tribunal was left with no option but to presume that the applicant/complainant was no more interested in prosecuting his case on merits and the matter was posted for passing Award Vide order dated 10/2/2020.

7. At the outset it is mentioned that the applicant/complainant has neither mentioned the date as to when he was engaged/appointed by the Management and as to when his services were illegally terminated by the Management, nor has disclosed as to what was his last draw wages/ salary. Onus was upon the applicant/complainant to prove that he being employee of the Management, there existed relationship or employer & employee between the parties; that proceeding relating to an industrial dispute between the parties were pending at the time when service conditions of the applicant/complainant were changed by the Management/Respondent without taking leave/permission of the court of law. The applicant/complainant has failed to discharge the onus. In view of the fact that the applicant/ complainant has not led any evidence in support of his case, this Tribunal is constrained to pass “No Dispute Award” in the matter. Award is passed accordingly.

Let a copy of this Award be sent for publication as required under Section 17 read with Section 33- A of the Act.

Dictated & corrected by me.

19th November, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 242.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड, नई टिहरी गढ़वाल, उत्तराखंड के प्रबंधन के संबद्ध नियोजकों और श्री कुलदीप सिंह, कामगार के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 60/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल- 42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 242.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 60/2018) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom (West), Bharat Sanchar Nigam Limited, New Tehri Garhwal, Uttarakhand and Shri Kuldeep Singh, Worker which was received by the Central Government on 08.03.2021.

[No. L- 42025/07/2021-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI****PRESENT:** SMT. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour-II New Delhi.**INDUSTRIAL DISPUTE CASE No. 60/2018**Date of Passing Award : 21st February, 2020

Shri Kuldeep Singh,
A-363 Defence Colony,
New Delhi-110024.

...Workman/Claimant

Versus

The General Manager, Telecom (West)
Bharat Sanchar Nigam Limited,
New Tehri Garhwal,
Uttarakhand

...Management/Respondent

Appearances:-

None : For the Workman

Shri Atul Bhardwaj, A/R : For the Management

AWARD

This Award shall decide a complaint moved by the applicant/complainant under Section 33-A of the Industrial Disputes Act, 1947 (in short "the Act") against the respondent/Management, with the averments inter alia that he has been in continuous service of the Management for the past 12 years and working as a Phone Mechanic. Though ID case No. 162/2012 for the relief of regularization of service of the workman (whose name finds mentioned at SI. No. 101 in the list of workmen) is pending adjudication before of the Tribunal, yet the Management in a malafide way terminated the services of workers including the workman/complainant, who were also in continuous service. The management neither gave any notice as required under Section 25-N of the Act, nor sought any leave/permission of the Court and thus violated the provisions of Section 33 of the Act. Even lawful dues of the workman including retrenchment compensation, notice pay and other benefits were not paid to the workman by the Management at the time of illegal termination of his services. Prayer has been made for reinstatement into services of the workman/complainant.

2. The complaint has been resisted by the Management of BSNL who filed its written reply alleging that there is no relationship of employer and employees between the parties. The applicant/complainant is labourer of contractor whom contract has been awarded by competent authority after inviting open tenders as per codal provisions. The applicant had neither been appointed nor recruited in the employment by the Management. While denying the allegations of the workmen/claimants union, it has been stated that the claim petition is not maintainable and liable to be dismissed as the workman was working under the supervision and guidance of the contractor.

3. On the pleadings of the parties, following issues were framed on 04/4/2019:-

- 1) Whether there is a proceeding pending between the workman and the management prior to the alleged termination?
- 2) Whether the management having knowledge of the pending proceedings between the parties altered the services condition of the workman immediately before the commencement of such proceeding to the prejudice of the workman?
- 3) To what relief the workman is entitled to?

4. It is mentioned that Section 33 of the Act clearly provides that during pendency of the proceedings either before the Conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

5. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty –the first is to find out as to whether the employer has contravened the provisions of Section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

6. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case,he did not lead any evidence. In fact, he opted not to participate in the proceedings since 12/11/2018. Ultimately this Tribunal was left with no option but to presume that the applicant/complainant was no more interested in prosecuting his case on merits and the matter was posted for passing Award vide order dated 10/2/2020.

7. At the outset it is mentioned that the applicant/complainant has not mentioned the date as to when he was engaged/appointed by the management and as to when his services were illegally terminated by the Management. Onus was upon the applicant/complainant to prove that he being employee of the Management, there existed relationship or employer & employee between the parties; that proceeding relating to an industrial dispute between the parties were pending at the time when service conditions of the applicant/complainant were changed by the Management/Respondent without taking leave/permission of the Court of law. The applicant/complainant has failed to discharge the onus. In view of the fact that the applicant/ complainant has not led any evidence in support of his case, this Tribunal is constrained to pass “No Dispute Award” in the matter. Award is passed accordingly.

Let a copy of this Award be sent for publication as required under Section 17 read with Section 33- A of the Act.

Dictated &corrected by me.

21st February, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 243.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड, नई टिहरी गढ़वाल, उत्तराखंड के प्रबंधन के संबद्ध नियोजकों और श्री नाथी सिंह, कामगार के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 61/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल-42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 243.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 61/2018) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom (West), Bharat Sanchar Nigam Limited, New Tehri Garhwal, Uttrakhand and Shri Nathi Singh, Worker which was received by the Central Government on 08.03.2021.

[No. L- 42025/07/2021-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI****PRESENT:** SMT. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour Court-II New Delhi**INDUSTRIAL DISPUTE CASE No. 61/2018**Date of Passing Award : 21st February, 2020

Shri Nathi Singh,
A-363 Defence Colony,
New Delhi-110024.

...Workman/Claimant

Versus

The General Manager, Telecom (West)
Bharat Sanchar Nigam Limited,
New Tehri Garhwal,
Uttarakhand

...Management/Respondent

Appearances:-

None : For the Workman
Shri Atul Bhardwaj, A/R : For the Management

AWARD

This Award shall decide a complaint moved by the applicant/complainant under Section 33-A of the Industrial Disputes Act, 1947 (in short “the Act”) against the respondent/Management, with the averments inter-alia that he has been in continuous service of the Management for the past 16 years and working as a Phone Mechanic. Though ID case No. 162/2012 for the relief of regularization of service of the workman (whose name finds mentioned at SI. No. 115 in the list of workmen) is pending adjudication before of the Tribunal, yet the Management in a malafide way terminated the services of workers including the workman/complainant, who were also in continuous service. The management neither gave any notice as required under Section 25-N of the Act, nor sought any leave/permission of the Court and thus violated the provisions of Section 33 of the Act. Even lawful dues of the workman including retrenchment compensation, notice pay and other benefits were not paid to the workman by the Management at the time of illegal termination of his services. Prayer has been made for reinstatement into services of the workman/complainant.

2. The complaint has been resisted by the Management of BSNL who filed its written reply alleging that there is no relationship of employer and employee between the parties. The applicant/complainant is labourer of contractor whom contract has been awarded by competent authority after inviting open tenders as per codal provisions. The applicant had neither been appointed nor recruited in the employment by the Management. While denying the allegations of the workmen/claimants union, it has been stated that the claim petition is not maintainable and liable to be dismissed as the workman was working under the supervision and guidance of the contractor.

3. On the pleadings of the parties, following issues were framed on 04/4/2019:-

- 1) Whether there is a proceeding pending between the workman and the management prior to the alleged termination?
- 2) Whether the management having knowledge of the pending proceedings between the parties altered the services condition of the workman immediately before the commencement of such proceeding to the prejudice of the workman?
- 3) To what relief the workman is entitled to?

4. It is mentioned that Section 33 of the Act clearly provides that during pendency of the proceedings either before the conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

5. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty –the first is to find out as to whether the employer has contravened the provisions of Section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

6. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case, he did not lead any evidence. In fact, he opted not to participate in the proceedings since 12/11/2018. Ultimately this Tribunal was left with no option but to presume that the applicant/complainant was no more interested in prosecuting his case on merits and the matter was posted for passing Award vide order dated 10/2/2020.

7. At the outset it is mentioned that the applicant/complainant has not mentioned the date as to when he was engaged/appointed by the management and as to when his services were illegally terminated by the Management. Onus was upon the applicant/complainant to prove that he being employee of the Management, there existed relationship or employer & employee between the parties; that proceeding relating to an industrial dispute between the parties were pending at the time when service conditions of the applicant/complainant were changed by the Management/Respondent without taking leave/permission of the Court of law. The applicant/complainant has failed to discharge the onus. In view of the fact that the applicant/ complainant has not led any evidence in support of his case, this Tribunal is constrained to pass “No Dispute Award” in the matter. Award is passed accordingly.

Let a copy of this Award be sent for publication as required under Section 17 read with Section 33- A of the Act.

Dictated & corrected by me.

21st February, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 244.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड, नई टिहरी गढ़वाल, उत्तराखंड के प्रबंधतंत्र के संबद्ध नियोजकों और श्री वीरेंद्र दत्त डोभाल, कामगार के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 62/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल- 42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 244.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 62/2018) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom (West), Bharat Sanchar Nigam Limited, New Tehri Garhwal, Uttarakhand and Shri Virender Dutt Dobhal, Worker which was received by the Central Government on 08.03.2021.

[No. L- 42025/07/2021-IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI****PRESENT:** SMT. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour Court-II New Delhi**INDUSTRIAL DISPUTE CASE No. 62/2018**Date of Passing Award : 21st February, 2020

Shri Virender Dutt Dobhal,
A-363 Defence Colony,
New Delhi-110024.

...Workman/Claimant

Versus

The General Manager, Telecom (West)
Bharat Sanchar Nigam Limited,
New Tehri Garhwal,
Uttarakhand

...Management/Respondent

Appearances:-

None : For the Workman

Shri Atul Bhardwaj, A/R : For the Management

AWARD

This Award shall decide a complaint moved by the applicant/complainant under Section 33-A of the Industrial Disputes Act, 1947 (in short “the Act”) against the respondent/Management, with the averments inter alia that he has been in continuous service of the Management for the past 17 years and working as a Data Entry Operator/Office Clerk. Though ID case No. 162/2012 for the relief of regularization of service of the workman (whose name finds mentioned at SI. No. 34 in the list of workmen) is pending adjudication before of the Tribunal, yet the Management in a malafide way terminated the services of workers including the workman/complainant, who were also in continuous service. The management neither gave any notice as required under Section 25-N of the Act, nor sought any leave/permission of the Court and thus violated the provisions of Section 33 of the Act. Even lawful dues of the workman including retrenchment compensation, notice pay and other benefits were not paid to the workman by the Management at the time of illegal termination of his services. Prayer has been made for reinstatement into services of the workman/complainant.

2. The complaint has been resisted by the Management of BSNL who filed its written reply alleging that there is no relationship of employer and employees between the parties. The applicant/complainant is labourer of contractor whom contract has been awarded by competent authority after inviting open tenders as per codal provisions. The applicant had neither been appointed nor recruited in the employment by the Management. While denying the allegations of the workmen/claimants union, it has been stated that the claim petition is not maintainable and liable to be dismissed as the workman was working under the supervision and guidance of the contractor.

3. On the pleadings of the parties, following issues were framed on 04/4/2019:-

- 1) Whether there is a proceeding pending between the workman and the management prior to the alleged termination?
- 2) Whether the management having knowledge of the pending proceedings between the parties altered the services condition of the workman immediately before the commencement of such proceeding to the prejudice of the workman?
- 3) To what relief the workman is entitled to?

4. It is mentioned that Section 33 of the Act clearly provides that during pendency of the proceedings either before the Conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

5. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty –the first is to find out as to whether the employer has contravened the provisions of Section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

6. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case, he did not lead any evidence. In fact, he opted not to participate in the proceedings since 12/11/2018. Ultimately this Tribunal was left with no option but to presume that the applicant/complainant was no more interested in prosecuting his case on merits and the matter was posted for passing Award vide order dated 10/2/2020.

7. At the outset it is mentioned that the applicant/complainant has not mentioned the date as to when he was engaged/appointed by the management and as to when his services were illegally terminated by the Management. Onus was upon the applicant/complainant to prove that he being employee of the Management, there existed relationship or employer & employee between the parties; that proceeding relating to an industrial dispute between the parties were pending at the time when service conditions of the applicant/complainant were changed by the Management/Respondent without taking leave/permission of the Court of law. The applicant/complainant has failed to discharge the onus. In view of the fact that the applicant/ complainant has not led any evidence in support of his case, this Tribunal is constrained to pass “No Dispute Award” in the matter. Award is passed accordingly.

Let a copy of this Award be sent for publication as required under Section 17 read with Section 33- A of the Act.

Dictated & corrected by me.

21st February, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 245—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड, नई टिहरी गढ़वाल, उत्तराखंड के प्रबंधतंत्र के संबद्ध नियोजकों और श्री जय देव सिंह रावत, कामगार के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 63/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल- 42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 245.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 63/2018) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom (West), Bharat Sanchar Nigam Limited, New Tehri Garhwal, Uttarakhand and Shri Jai Dev Singh Rawat, Worker which was received by the Central Government on 08.03.2021.

[No. L- 42025/07/2021-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI****PRESENT:** SMT. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour Court-II New Delhi**INDUSTRIAL DISPUTE CASE No. 63/2018**Date of Passing Award : 21st February, 2020

Shri Jai Dev Singh Rawat,
A-363 Defence Colony,
New Delhi-110024.

...Workman/Claimant

Versus

The General Manager, Telecom (West)
Bharat Sanchar Nigam Limited,
New Tehri Garhwal,
Uttarakhand

...Management/Respondent

Appearances:-

None : For the Workman

Shri Atul Bhardwaj, A/R : For the Management

AWARD

This Award shall decide a complaint moved by the applicant/complainant under Section 33-A of the Industrial Disputes Act, 1947 (in short “the Act”) against the respondent/Management, with the averments inter-alia that he has been in continuous service of the Management for the past 14 years and working as a Phone Mechanic. Though ID case No. 162/2012 for the relief of regularization of service of the workman (whose name finds mentioned at SI. No. 77 in the list of workmen) is pending adjudication before of the Tribunal, yet the Management in a malafide way terminated the services of workers including the workman/complainant, who were also in continuous service. The management neither gave any notice as required under Section 25-N of the Act, nor sought any leave/permission of the Court and thus violated the provisions of Section 33 of the Act. Even lawful dues of the workman including retrenchment compensation, notice pay and other benefits were not paid to the workman by the Management at the time of illegal termination of his services. Prayer has been made for reinstatement into services of the workman/complainant.

2. The complaint has been resisted by the Management of BSNL who filed its written reply alleging that there is no relationship of employer and employee between the parties. The applicant/complainant is labourer of contractor whom contract has been awarded by competent authority after inviting open tenders as per codal provisions. The applicant had neither been appointed nor recruited in the employment by the Management. While denying the allegations of the workmen/claimants union, it has been stated that the claim petition is not maintainable and liable to be dismissed as the workman was working under the supervision and guidance of the contractor.

3. On the pleadings of the parties, following issues were framed on 04/4/2019:-

- 1) Whether there is a proceeding pending between the workman and the management prior to the alleged termination?
- 2) Whether the management having knowledge of the pending proceedings between the parties altered the services condition of the workman immediately before the commencement of such proceeding to the prejudice of the workman?
- 3) To what relief the workman is entitled to?

4. It is mentioned that Section 33 of the Act clearly provides that during pendency of the proceedings either before the Conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

5. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty –the first is to find out as to whether the employer has contravened the provisions of Section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

6. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case, he did not lead any evidence. In fact, he opted not to participate in the proceedings since 12/11/2018. Ultimately this Tribunal was left with no option but to presume that the applicant/complainant was no more interested in prosecuting his case on merits and the matter was posted for passing Award vide order dated 10/2/2020.

7. At the outset it is mentioned that the applicant/complainant has not mentioned the date as to when he was engaged/appointed by the management and as to when his services were illegally terminated by the Management. Onus was upon the applicant/complainant to prove that he being employee of the Management, there existed relationship or employer & employee between the parties; that proceeding relating to an industrial dispute between the parties were pending at the time when service conditions of the applicant/complainant were changed by the Management/Respondent without taking leave/permission of the Court of law. The applicant/complainant has failed to discharge the onus. In view of the fact that the applicant/ complainant has not led any evidence in support of his case, this Tribunal is constrained to pass “No Dispute Award” in the matter. Award is passed accordingly.

Let a copy of this Award be sent for publication as required under Section 17 read with Section 33- A of the Act.

Dictated & corrected by me.

21st February, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 246—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड, नई टिहरी गढ़वाल, उत्तराखंड के प्रबंधतंत्र के संबद्ध नियोजकों और श्री अनिल कुमार, कामगार के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 64/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल- 42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 246.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 64/2018) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom (West), Bharat Sanchar Nigam Limited, New Tehri Garhwal, Uttarakhand and Shri Anil Kumar, Worker which was received by the Central Government on 08.03.2021.

[No. L- 42025/07/2021-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI****PRESENT:** SMT. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour Court-II New Delhi**INDUSTRIAL DISPUTE CASE No. 64/2018**Date of Passing Award : 21st February, 2020

Shri Anil Kumar,
A-363 Defence Colony,
New Delhi-110024.

...Workman/Claimant

Versus

The General Manager, Telecom (West)
Bharat Sanchar Nigam Limited,
New Tehri Garhwal,
Uttarakhand

...Management/Respondent

Appearances:-

None : For the workman
Shri Atul Bhardwaj, A/R : For the Management

AWARD

This Award shall decide a complaint moved by the applicant/complainant under Section 33-A of the Industrial Disputes Act, 1947 (in short "the Act") against the respondent/Management, with the averments inter-alia that he has been in continuous service of the Management for the past 20 years and working as a Phone Mechanic/Lineman. Though ID case No. 162/2012 for the relief of regularization of service of the workman (whose name finds mentioned at SI. No. 122 in the list of workmen) is pending adjudication before of the Tribunal, yet the Management in a malafide way terminated the services of workers including the workman/complainant, who were also in continuous service. The management neither gave any notice as required under Section 25-N of the Act, nor sought any leave/permission of the Court and thus violated the provisions of Section 33 of the Act. Even lawful dues of the workman including retrenchment compensation, notice pay and other benefits were not paid to the workman by the Management at the time of illegal termination of his services. Prayer has been made for reinstatement into services of the workman/complainant.

2. The complaint has been resisted by the Management of BSNL who filed its written reply alleging that there is no relationship of employer and employee between the parties. The applicant/complainant is labourer of contractor whom contract has been awarded by competent authority after inviting open tenders as per codal provisions. The applicant had neither been appointed nor recruited in the employment by the Management. While denying the allegations of the workmen/claimants union, it has been stated that the claim petition is not maintainable and liable to be dismissed as the workman was working under the supervision and guidance of the contractor.

3. On the pleadings of the parties, following issues were framed on 04/4/2019:-

- 1) Whether there is a proceeding pending between the workman and the management prior to the alleged termination?
- 2) Whether the management having knowledge of the pending proceedings between the parties altered the services condition of the workman immediately before the commencement of such proceeding to the prejudice of the workman?
- 3) To what relief the workman is entitled to?

4. It is mentioned that Section 33 of the Act clearly provides that during pendency of the proceedings either before the Conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

5. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty –the first is to find out as to whether the employer has contravened the provisions of Section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

6. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case,he did not lead any evidence. In fact, he opted not to participate in the proceedings since 12/11/2018. Ultimately this Tribunal was left with no option but to presume that the applicant/complainant was no more interested in prosecuting his case on merits and the matter was posted for passing Award vide order dated 10/2/2020.

7. At the outset it is mentioned that the applicant/complainant has not mentioned the date as to when he was engaged/appointed by the management and as to when his services were illegally terminated by the Management. Onus was upon the applicant/complainant to prove that he being employee of the Management, there existed relationship or employer & employee between the parties; that proceeding relating to an industrial dispute between the parties were pending at the time when service conditions of the applicant/complainant were changed by the Management/Respondent without taking leave/permission of the Court of law.The applicant/complainant has failed to discharge the onus. In view of the fact that the applicant/ complainant has not led any evidence in support of his case, this Tribunal is constrained to pass “No Dispute Award” in the matter. Award is passed accordingly.

Let a copy of this Award be sent for publication as required under Section 17 read with Section 33- A of the Act.

Dictated & corrected by me.

21st February, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 247.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड, नई टिहरी गढ़वाल, उत्तराखंड के प्रबंधतंत्र के संबद्ध नियोजकों और श्री शूरवीर सिंह, कामगार के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 65/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल- 42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 247.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 65/2018) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom (West), Bharat Sanchar Nigam Limited, New Tehri Garhwal, Uttarakhand and Shri Shoorvir Singh, Worker which was received by the Central Government on 08.03.2021.

[No. L- 42025/07/2021-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI****PRESENT:** SMT. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour Court-II New Delhi**INDUSTRIAL DISPUTE CASE No. 65/2018**Date of Passing Award : 20th February, 2020

Shri Shoorvir Singh,
A-363 Defence Colony,
New Delhi-110024.

...Workman/Claimant

Versus

The General Manager, Telecom (West)
Bharat Sanchar Nigam Limited,
New Tehri Garhwal,
Uttarakhand

...Management/Respondent

Appearances:-

None : For the Workman
Shri Atul Bhardwaj, A/R : For the Management

AWARD

This Award shall decide a complaint moved by the applicant/complainant under Section 33-A of the Industrial Disputes Act, 1947 (in short “the Act”) against the respondent/Management, with the averments inter-alia that he has been in continuous service of the Management for the past 10 years and working as a BTS Operator. Though ID case No. 162/2012 for the relief of regularization of service of the workman (whose name finds mentioned at SI. No. 52 in the list of workmen) is pending adjudication before of the Tribunal, yet the Management in a malafide way terminated the services of workers including the workman/complainant, who were also in continuous service. The management neither gave any notice as required under Section 25-N of the Act, nor sought any leave/permission of the Court and thus violated the provisions of Section 33 of the Act. Even lawful dues of the workman including retrenchment compensation, notice pay and other benefits were not paid to the workman by the Management at the time of illegal termination of his services. Prayer has been made for reinstatement into services of the workman/complainant.

2. The complaint has been resisted by the Management of BSNL who filed its written reply alleging that there is no relationship of employer and employee between the parties. The applicant/complainant is labourer of contractor whom contract has been awarded by competent authority after inviting open tenders as per codal provisions. The applicant had neither been appointed nor recruited in the employment by the Management. While denying the allegations of the workmen/claimants union, it has been stated that the claim petition is not maintainable and liable to be dismissed as the workman was working under the supervision and guidance of the contractor.

3. On the pleadings of the parties, following issues were framed on 04/4/2019:-

- 1) Whether there is a proceeding pending between the workman and the management prior to the alleged termination?
- 2) Whether the management having knowledge of the pending proceedings between the parties altered the services condition of the workman immediately before the commencement of such proceeding to the prejudice of the workman?
- 3) To what relief the workman is entitled to?

4. It is mentioned that Section 33 of the Act clearly provides that during pendency of the proceedings either before the Conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

5. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty –the first is to find out as to whether the employer has contravened the provisions of Section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

6. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case, he did not lead any evidence. In fact, he opted not to participate in the proceedings since 12/11/2018. Ultimately this Tribunal was left with no option but to presume that the

applicant/complainant was no more interested in prosecuting his case on merits and the matter was posted for passing Award vide order dated 10/2/2020.

7. At the outset it is mentioned that the applicant/complainant has not mentioned the date as to when he was engaged/appointed by the management and as to when his services were illegally terminated by the Management. Onus was upon the applicant/complainant to prove that he being employee of the Management, there existed relationship or employer & employee between the parties; that proceeding relating to an industrial dispute between the parties were pending at the time when service conditions of the applicant/complainant were changed by the Management/Respondent without taking leave/permission of the Court of law. The applicant/complainant has failed to discharge the onus. In view of the fact that the applicant/complainant has not led any evidence in support of his case, this Tribunal is constrained to pass "No Dispute Award" in the matter. Award is passed accordingly.

Let a copy of this Award be sent for publication as required under Section 17 read with Section 33- A of the Act.

Dictated & corrected by me.

20th February, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 248.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड, नई टिहरी गढ़वाल, उत्तराखंड के प्रबंधन के संबद्ध नियोजकों और श्री बीरपाल सिंह, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 66/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.3.2021 को प्राप्त हुआ था।

[सं. एल- 42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवसर सचिव

New Delhi, the 8th March, 2021

S.O. 248.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 66/2018) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom (West), Bharat Sanchar Nigam Limited, New Tehri Garhwal, Uttarakhand and Shri Beerpal Singh, Worker which was received by the Central Government on 08.03.2021.

[No. L-42025/07/2021-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI

PRESENT: SMT. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour Court-II New Delhi

INDUSTRIAL DISPUTE CASE No. 66/2018

Date of Passing Award : 20th February, 2020

Shri Beerpal Singh,
A-363 Defence Colony,
New Delhi-110024.

...Workman/Claimant

Versus

The General Manager, Telecom (West)
Bharat Sanchar Nigam Limited,
New Tehri Garhwal,
Uttarakhand

...Management/Respondent

Appearances:-

None : For the Workman

Shri Atul Bhardwaj, A/R : For the Management

AWARD

This Award shall decide a complaint moved by the applicant/complainant under Section 33-A of the Industrial Disputes Act, 1947 (in short “the Act”) against the respondent/Management, with the averments inter alia that he has been in continuous service of the Management for the past 10 years and working as a BTS cum Engine Operator. Though ID case No. 162/2012 for the relief of regularization of service of the workman (whose name finds mentioned at SI. No. 53 in the list of workmen) is pending adjudication before of the Tribunal, yet the Management in a malafide way terminated the services of workers including the workman/complainant, who were also in continuous service. The management neither gave any notice as required under Section 25-N of the Act, nor sought any leave/permission of the Court and thus violated the provisions of Section 33 of the Act. Even lawful dues of the workman including retrenchment compensation, notice pay and other benefits were not paid to the workman by the Management at the time of illegal termination of his services. Prayer has been made for reinstatement into services of the workman/complainant.

2. The complaint has been resisted by the Management of BSNL who filed its written reply alleging that there is no relationship of employer and employee between the parties. The applicant/complainant is labourer of contractor whom contract has been awarded by competent authority after inviting open tenders as per codal provisions. The applicant had neither been appointed nor recruited in the employment by the Management. While denying the allegations of the workmen/claimants union, it has been stated that the claim petition is not maintainable and liable to be dismissed as the workman was working under the supervision and guidance of the contractor.

3. On the pleadings of the parties, following issues were framed on 04/4/2019:-

- 1) Whether there is a proceeding pending between the workman and the management prior to the alleged termination?
- 2) Whether the management having knowledge of the pending proceedings between the parties altered the services condition of the workman immediately before the commencement of such proceeding to the prejudice of the workman?
- 3) To what relief the workman is entitled to?

4. It is mentioned that Section 33 of the Act clearly provides that during pendency of the proceedings either before the Conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

5. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty –the first is to find out as to whether the employer has contravened the provisions of Section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

6. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case, he did not lead any evidence. In fact, he opted not to participate in the proceedings since 12/11/2018. Ultimately this Tribunal was left with no option but to presume that the applicant/complainant was no more interested in prosecuting his case on merits and the matter was posted for passing Award vide order dated 10/2/2020.

7. At the outset it is mentioned that the applicant/complainant has not mentioned the date as to when he was engaged/appointed by the management and as to when his services were illegally terminated by the Management. Onus was upon the applicant/complainant to prove that he being employee of the Management, there existed relationship or employer & employee between the parties; that proceeding relating to an industrial dispute between the parties were pending at the time when service conditions of the applicant/complainant were changed by the Management/Respondent without taking leave/permission of the Court of law. The applicant/complainant has failed to discharge the onus. In view of the fact that the applicant/ complainant has not led any evidence in support of his case, this Tribunal is constrained to pass “No Dispute Award” in the matter. Award is passed accordingly.

Let a copy of this Award be sent for publication as required under Section 17 read with Section 33- A of the Act.

Dictated & corrected by me.

20th February, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 249.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड, नई टिहरी गढ़वाल, उत्तराखंड के प्रबंधन के संबद्ध नियोजकों और श्री राहुल राणा, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 67/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल-42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 249.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 67/2018) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom (West), Bharat Sanchar Nigam Limited, New Tehri Garhwal, Uttarakhand and Shri Rahul Rana, Worker which was received by the Central Government on 08.03.2021.

[No. L-42025/07/2021-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI

PRESENT: SMT. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour Court-II New Delhi

INDUSTRIAL DISPUTE CASE No. 67/2018

Date of Passing Award : 21st February, 2020

Shri Rahul Rana,
A-363 Defence Colony,
New Delhi-110024.

...Workman/Claimant

Versus

The General Manager, Telecom (West)
Bharat Sanchar Nigam Limited,
New Tehri Garhwal,
Uttarakhand

...Management/Respondent

Appearances:-

None : For the Workman

Shri Atul Bhardwaj, A/R : For the Management

AWARD

This Award shall decide a complaint moved by the applicant/complainant under Section 33-A of the Industrial Disputes Act, 1947 (in short "the Act") against the respondent/Management, with the averments inter alia that he has been in continuous service of the Management for the past 15 years and working as a Phone Mechanic. Though ID case No. 162/2012 for the relief of regularization of service of the workman (whose name finds mentioned at SI. No. 82 in the list of workmen) is pending adjudication before of the Tribunal, yet the Management in a malafide way terminated the services of workers including the workman/complainant, who were also in continuous service. The management neither gave any notice as required under Section 25-N of the Act, nor sought any leave/permission of the Court and thus violated the provisions of Section 33 of the Act. Even lawful dues of the workman including retrenchment compensation, notice pay and other benefits were not paid to the workman by the Management at the time of illegal termination of his services. Prayer has been made for reinstatement into services of the workman/complainant.

2. The Complaint has been resisted by the Management of BSNL who filed its written reply alleging that there is no relationship of employer and employee between the parties. The applicant/complainant is labourer of

contractor whom contract has been awarded by competent authority after inviting open tenders as per codal provisions. The applicant had neither been appointed nor recruited in the employment by the Management. While denying the allegations of the workmen/claimants union, it has been stated that the claim petition is not maintainable and liable to be dismissed as the workman was working under the supervision and guidance of the contractor.

3. On the pleadings of the parties, following issues were framed on 04/4/2019:-

- 1) Whether there is a proceeding pending between the workman and the management prior to the alleged termination?
- 2) Whether the management having knowledge of the pending proceedings between the parties altered the services condition of the workman immediately before the commencement of such proceeding to the prejudice of the workman?
- 3) To what relief the workman is entitled to?

4. It is mentioned that Section 33 of the Act clearly provides that during pendency of the proceedings either before the Conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

5. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty –the first is to find out as to whether the employer has contravened the provisions of Section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

6. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case, he did not lead any evidence. In fact, he opted not to participate in the proceedings since 12/11/2018. Ultimately this Tribunal was left with no option but to presume that the applicant/complainant was no more interested in prosecuting his case on merits and the matter was posted for passing Award vide order dated 10/2/2020.

7. At the outset it is mentioned that the applicant/complainant has not mentioned the date as to when he was engaged/appointed by the management and as to when his services were illegally terminated by the Management, nor disclosed as to what was his last drawn wages. Onus was upon the applicant/complainant to prove that he being employee of the Management, there existed relationship or employer & employee between the parties; that proceeding relating to an industrial dispute between the parties were pending at the time when service conditions of the applicant/complainant were changed by the Management/Respondent without taking leave/permission of the Court of law. The applicant/complainant has failed to discharge the onus. In view of the fact that the applicant/ complainant has not led any evidence in support of his case, this Tribunal is constrained to pass “No Dispute Award” in the matter. 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.

21st February, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 250.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड, नई टिहरी गढ़वाल, उत्तराखंड के प्रबंधतंत्र के संबद्ध नियोजकों और श्री पवन सिंह राणा, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 68/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल- 42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 250.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 68/2018) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom (West), Bharat Sanchar Nigam Limited, New Tehri Garhwal, Uttarakhand and Shri Pawan Singh Rana, Worker which was received by the Central Government on 08/03/2021.

[No. L-42025/07/2021-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI

PRESENT: SMT. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour Court-II New Delhi

INDUSTRIAL DISPUTE CASE No. 68/2018

Date of Passing Award : 21st February, 2020

Shri Pawan Singh Rana,
A-363 Defence Colony,
New Delhi-110024.

...Workman/Claimant

Versus

The General Manager, Telecom (West)
Bharat Sanchar Nigam Limited,
New Tehri Garhwal,
Uttarakhand

...Management/Respondent

Appearances:-

None : For the Workman

Shri Atul Bhardwaj, A/R : For the Management

AWARD

This Award shall decide a complaint moved by the applicant/complainant under Section 33-A of the Industrial Disputes Act, 1947 (in short “the Act”) against the respondent/Management, with the averments inter-alia that he has been in continuous service of the Management for the past 14 years and working as a BTS Operator. Though ID case No. 162/2012 for the relief of regularization of service of the workman (whose name finds mentioned at Sl. No. 36 in the list of workmen) is pending adjudication before of the Tribunal, yet the Management in a malafide way terminated the services of workers including the workman/complainant, who were also in continuous service. The management neither gave any notice as required under Section 25-N of the Act, nor sought any leave/permission of the Court and thus violated the provisions of Section 33 of the Act. Even lawful dues of the workman including retrenchment compensation, notice pay and other benefits were not paid to the workman by the Management at the time of illegal termination of his services.

Prayer has been made for reinstatement into services of the workman/complainant.

2. The Complaint has been resisted by the Management of BSNL who filed its written reply alleging that there is no relationship of employer and employee between the parties. The applicant/complainant is labourer of contractor whom contract has been awarded by competent authority after inviting open tenders as per codal provisions. The applicant had neither been appointed nor recruited in the employment by the Management. While denying the allegations of the workmen/claimants union, it has been stated that the claim petition is not maintainable and liable to be dismissed as the workman was working under the supervision and guidance of the contractor.

3. On the pleadings of the parties, following issues were framed on 04/4/2019:-

- 1) Whether there is a proceeding pending between the workman and the management prior to the alleged termination?
- 2) Whether the management having knowledge of the pending proceedings between the parties altered the services condition of the workman immediately before the commencement of such proceeding to the prejudice of the workman?

3) To what relief the workman is entitled to?

4. It is mentioned that section 33 of the Act clearly provides that during pendency of the proceedings either before the conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

5. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty –the first is to find out as to whether the employer has contravened the Provisions of section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

6. Perusal of the record shows that despite number of opportunities granted to the workman/complaint to adduce evidence in support his case, he did not lead any evidence. In fact, he opted not to participate in the proceedings since 12/11/2018. Ultimately this Tribunal was left with no option but to presume that the applicant/complaint was no more interested in prosecuting his case on merits and the matter was posted for passing Award vide order dated 10/2/2020.

7. At the outset it is mentioned that the applicant/complainant has not mentioned the date as to when he was engaged/appointed by the management and as to when his services were illegally terminated by the Management, nor disclosed as to what was his last drawn wages. Onus was upon the applicant/complainant to prove that he being employee of the Management, there existed relationship or employer & employee between the parties; that proceeding relating to an industrial dispute between the parties were pending at the time when service conditions of the applicant/complainant were changed by the Management/Respondent without taking leave/permission of the Court of law. The applicant/complainant has failed to discharge the onus. In view of the fact that the applicant/ complainant has not led any evidence in support of his case, this Tribunal is constrained to pass “No Dispute Award” in the matter. 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.

21st February, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 251.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड, नई टिहरी गढ़वाल, उत्तराखंड के प्रबंधतंत्र के संबद्ध नियोजकों और श्री उम्मेद सिंह, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 69/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल-42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 251.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 69/2018) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom (West), Bharat Sanchar Nigam Limited, New Tehri Garhwal, Uttarakhand and Shri Umed Singh, Worker which was received by the Central Government on 08/03/2021.

[No. L-42025/07/2021-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI****PRESENT:** SMT. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour Court -II New Delhi**INDUSTRIAL DISPUTE CASE No. 69/2018**Date of Passing Award : 21st February, 2020

Shri Umed Singh,
A-363 Defence Colony,
New Delhi-110024

...Workman/Claimant

Versus

The General Manager, Telecom (West)
Bharat Sanchar Nigam Limited,
New Tehri Garhwal,
Uttarakhand

...Management/Respondent

Appearances:-

None : For the Workman
Shri Atul Bhardwaj, A/R : For the Management

AWARD

This Award shall decide a complaint moved by the applicant/complainant under Section 33-A of the Industrial Disputes Act, 1947 (in short “the Act”) against the respondent/Management, with the averments inter-alia that he has been in continuous service of the Management for the past 14 years and working as a Phone Mechanic. Though ID case No. 162/2012 for the relief of regularization of service of the workman (whose name finds mentioned at SI. No. 44 in the list of workmen) is pending adjudication before of the Tribunal, yet the Management in a malafide way terminated the services of workers including the workman/complainant, who were also in continuous service. The management neither gave any notice as required under Section 25-N of the Act, nor sought any leave/permission of the Court and thus violated the provisions of Section 33 of the Act. Even lawful dues of the workman including retrenchment compensation, notice pay and other benefits were not paid to the workman by the Management at the time of illegal termination of his services. Prayer has been made for reinstatement into services of the workman/complainant.

2. The complaint has been resisted by the Management of BSNL who filed its written reply alleging that there is no relationship of employer and employee between the parties. The applicant/complainant is labourer of contractor whom contract has been awarded by competent authority after inviting open tenders as per codal provisions. The applicant had neither been appointed nor recruited in the employment by the Management. While denying the allegations of the workmen/claimants union, it has been stated that the claim petition is not maintainable and liable to be dismissed as the workman was working under the supervision and guidance of the contractor.

3. On the pleadings of the parties, following issues were framed on 04/4/2019:-

- 1) Whether there is a proceeding pending between the workman and the management prior to the alleged termination?
- 2) Whether the management having knowledge of the pending proceedings between the parties altered the services condition of the workman immediately before the commencement of such proceeding to the prejudice of the workman?
- 3) To what relief the workman is entitled to?

4. It is mentioned that Section 33 of the Act clearly provides that during pendency of the proceedings either before the Conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

5. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty –the first is to find out as to whether the employer has contravened the provisions of Section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

6. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case, he did not lead any evidence. In fact, he opted not to participate in the

proceedings since 12/11/2018. Ultimately this Tribunal was left with no option but to presume that the applicant/complainant was no more interested in prosecuting his case on merits and the matter was posted for passing Award vide order dated 10/2/2020.

7. At the outset it is mentioned that the applicant/complainant has not mentioned the date as to when he was engaged/appointed by the management and as to when his services were illegally terminated by the Management, nor disclosed as to what was his last drawn wages. Onus was upon the applicant/complainant to prove that he being employee of the Management, there existed relationship or employer & employee between the parties; that proceeding relating to an industrial dispute between the parties were pending at the time when service conditions of the applicant/complainant were changed by the Management/Respondent without taking leave/permission of the Court of law. The applicant/complainant has failed to discharge the onus. In view of the fact that the applicant/ complainant has not led any evidence in support of his case, this Tribunal is constrained to pass "No Dispute Award" in the matter. 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.

21st February, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 252.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड, नई टिहरी गढ़वाल, उत्तराखंड के प्रबंधन के संबद्ध नियोजकों और श्री दीपेंद्र सिंह भंडारी, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 70/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल- 42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 252.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 70/2018) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom (West), Bharat Sanchar Nigam Limited, New Tehri Garhwal, Uttarakhand and Shri Deependre Singh Bhandari, Worker which was received by the Central Government on 08.03.2021.

[No. L-42025/07/2021-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI

PRESENT: SMT. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour Court-II New Delhi

INDUSTRIAL DISPUTE CASE No. 70/2018

Date of Passing Award : 21st February, 2020

Shri Deependre Singh Bhandari,
A-363 Defence Colony,
New Delhi-110024.

... Workman/Claimant

Versus

The General Manager, Telecom (West)
Bharat Sanchar Nigam Limited,
New Tehri Garhwal,
Uttarakhand

...Management/Respondent

Appearances:-

None : For the Workman

Shri Atul Bhardwaj, A/R : For the Management

AWARD

This Award shall decide a complaint moved by the applicant/complainant under Section 33-A of the Industrial Disputes Act, 1947 (in short “the Act”) against the respondent/Management, with the averments inter-alia that he has been in continuous service of the Management for the past 17 years and working as a Phone Mechanic. Though ID case No. 162/2012 for the relief of regularization of service of the workman (whose name finds mentioned at SI. No. 55 in the list of workmen) is pending adjudication before of the Tribunal, yet the Management in a malafide way terminated the services of workers including the workman/complainant, who were also in continuous service. The management neither gave any notice as required under Section 25-N of the Act, nor sought any leave/permission of the Court and thus violated the provisions of Section 33 of the Act. Even lawful dues of the workman including retrenchment compensation, notice pay and other benefits were not paid to the workman by the Management at the time of illegal termination of his services. Prayer has been made for reinstatement into services of the workman/complainant.

2. The complaint has been resisted by the Management of BSNL who filed its written reply alleging that there is no relationship of employer and employee between the parties. The applicant/complainant is labourer of contractor whom contract has been awarded by competent authority after inviting open tenders as per codal provisions. The applicant had neither been appointed nor recruited in the employment by the Management. While denying the allegations of the workmen/claimants union, it has been stated that the claim petition is not maintainable and liable to be dismissed as the workman was working under the supervision and guidance of the contractor.

3. On the pleadings of the parties, following issues were framed on 04/4/2019:-

- 1) Whether there is a proceeding pending between the workman and the management prior to the alleged termination?
- 2) Whether the management having knowledge of the pending proceedings between the parties altered the services condition of the workman immediately before the commencement of such proceeding to the prejudice of the workman?
- 3) To what relief the workman is entitled to?

4. It is mentioned that Section 33 of the Act clearly provides that during pendency of the proceedings either before the Conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

5. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty –the first is to find out as to whether the employer has contravened the provisions of Section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

6. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case, he did not lead any evidence. In fact, he opted not to participate in the proceedings since 12/11/2018. Ultimately this Tribunal was left with no option but to presume that the applicant/complainant was no more interested in prosecuting his case on merits and the matter was posted for passing Award vide order dated 10/2/2020.

7. At the outset it is mentioned that the applicant/complainant has not mentioned the date as to when he was engaged/appointed by the management and as to when his services were illegally terminated by the Management, nor disclosed as to what was his last drawn wages. Onus was upon the applicant/complainant to prove that he being employee of the Management, there existed relationship or employer & employee between the parties; that proceeding relating to an industrial dispute between the parties were pending at the time when service conditions of the applicant/complainant were changed by the Management/Respondent without taking

leave/permission of the Court of law. The applicant/complainant has failed to discharge the onus. In view of the fact that the applicant/ complainant has not led any evidence in support of his case, this Tribunal is constrained to pass “No Dispute Award” in the matter. 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.

21st February, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 253.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड, नई टिहरी गढ़वाल, उत्तराखंड के प्रबंधन के संबद्ध नियोजकों और श्री रमेश चंद रमोला, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 71/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल-42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 253.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 71/2018) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom (West), Bharat Sanchar Nigam Limited, New Tehri Garhwal, Uttarakhand and Shri Ramesh Chand Ramola, Worker which was received by the Central Government on 08.03.2021.

[No. L-42025/07/2021-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI

PRESENT: SMT. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour-II New Delhi

INDUSTRIAL DISPUTE CASE No. 71/2018

Date of Passing Award : 21st February, 2020

Shri Ramesh Chand Ramola,
A-363 Defence Colony,
New Delhi-110024.

...Workman/Claimant

Versus

The General Manager, Telecom (West)
Bharat Sanchar Nigam Limited,
New Tehri Garhwal,
Uttarakhand

...Management/Respondent

Appearances:-

None : For the Workman

Shri Atul Bhardwaj, A/R : For the Management

AWARD

This Award shall decide a complaint moved by the applicant/complainant under Section 33-A of the Industrial Disputes Act, 1947 (in short “the Act”) against the respondent/Management, with the averments inter alia that he has been in continuous service of the Management for the past 19 years and working as a Phone Mechanic. Though ID case No. 162/2012 for the relief of regularization of service of the workman (whose name

finds mentioned at SI. No. 27 in the list of workmen) is pending adjudication before of the Tribunal, yet the Management in a mala fide way terminated the services of workers including the workman/complainant, who were also in continuous service. The management neither gave any notice as required under Section 25-N of the Act, nor sought any leave/permission of the Court and thus violated the provisions of Section 33 of the Act. Even lawful dues of the workman including retrenchment compensation, notice pay and other benefits were not paid to the workman by the Management at the time of illegal termination of his services. Prayer has been made for reinstatement into services of the workman/complainant.

2. The complaint has been resisted by the Management of BSNL who filed its written reply alleging that there is no relationship of employer and employees between the parties. The applicant/complainant is labourer of contractor whom contract has been awarded by competent authority after inviting open tenders as per codal provisions. The applicant had neither been appointed nor recruited in the employment by the Management. While denying the allegations of the workmen/claimants union, it has been stated that the claim petition is not maintainable and liable to be dismissed as the workman was working under the supervision and guidance of the contractor.

3. On the pleadings of the parties, following issues were framed on 04/4/2019:-

- 1) Whether there is a proceeding pending between the workman and the management prior to the alleged termination?
- 2) Whether the management having knowledge of the pending proceedings between the parties altered the services condition of the workman immediately before the commencement of such proceeding to the prejudice of the workman?
- 3) To what relief the workman is entitled to?

4. It is mentioned that Section 33 of the Act clearly provides that during pendency of the proceedings either before the Conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

5. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty –the first is to find out as to whether the employer has contravened the provisions of Section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

6. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case, he did not lead any evidence. In fact, he opted not to participate in the proceedings since 12/11/2018. Ultimately this Tribunal was left with no option but to presume that the applicant/complainant was no more interested in prosecuting his case on merits and the matter was posted for passing Award vide order dated 10/2/2020.

7. At the outset it is mentioned that the applicant/complainant has not mentioned the date as to when he was engaged/appointed by the management and as to when his services were illegally terminated by the Management, nor disclosed as to what was his last drawn wages. Onus was upon the applicant/complainant to prove that he being employee of the Management, there existed relationship or employer & employee between the parties; that proceeding relating to an industrial dispute between the parties were pending at the time when service conditions of the applicant/complainant were changed by the Management/Respondent without taking leave/permission of the Court of law. The applicant/complainant has failed to discharge the onus. In view of the fact that the applicant/ complainant has not led any evidence in support of his case, this Tribunal is constrained to pass “No Dispute Award” in the matter. 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.

21st February, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 254.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड, नई टिहरी गढ़वाल, उत्तराखंड के प्रबंधन के संबद्ध नियोजकों और श्री बिपिन सिंह चौनान, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 72/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल-42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 254.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 72/2018) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom (West), Bharat Sanchar Nigam Limited, New Tehri Garhwal, Uttarakhand and Shri Bipin Singh Chaunan, Worker which was received by the Central Government on 08.03.2021.

[No. L-42025/07/2021-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI****PRESENT:** SMT. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour-II New Delhi**INDUSTRIAL DISPUTE CASE No. 72/2018****Date of Passing Award : 20th February, 2020**

Shri Bipin Singh Chaunan,
A-363 Defence Colony,
New Delhi-110024.

...Workman/Claimant

Versus

The General Manager, Telecom (West)
Bharat Sanchar Nigam Limited,
New Tehri Garhwal,
Uttarakhand

...Management/Respondent

Appearances:-

None : For the Workman

Shri Atul Bhardwaj, A/R : For the Management

AWARD

This Award shall decide a complaint moved by the applicant/complainant under Section 33-A of the Industrial Disputes Act, 1947 (in short "the Act") against the respondent/Management, with the averments inter alia that he has been in continuous service of the Management for the past 9 years and working as a BTS Operator. Though ID case No. 162/2012 for the relief of regularization of service of the workman (whose name finds mentioned at SI. No. 50 in the list of workmen) is pending adjudication before of the Tribunal, yet the Management in a malafide way terminated the services of workers including the workman/complainant, who were also in continuous service. The management neither gave any notice as required under Section 25-N of the Act, nor sought any leave/permission of the Court and thus violated the provisions of Section 33 of the Act. Even lawful dues of the workman including retrenchment compensation, notice pay and other benefits were not paid to the workman by the Management at the time of illegal termination of his services. Prayer has been made for reinstatement into services of the workman/complainant.

2. The complaint has been resisted by the Management of BSNL who filed its written reply alleging that there is no relationship of employer and employees between the parties. The applicant/complainant is labourer of contractor whom contract has been awarded by competent authority after inviting open tenders as per codal provisions. The applicant had neither been appointed nor recruited in the employment by the Management.

While denying the allegations of the workmen/claimants union, it has been stated that the claim petition is not maintainable and liable to be dismissed as the workman was working under the supervision and guidance of the contractor.

3. On the pleadings of the parties, following issues were framed on 04/4/2019:-

- 1) Whether there is a proceeding pending between the workman and the management prior to the alleged termination?
- 2) Whether the management having knowledge of the pending proceedings between the parties altered the services condition of the workman immediately before the commencement of such proceeding to the prejudice of the workman?
- 3) To what relief the workman is entitled to?

4. It is mentioned that Section 33 of the Act clearly provides that during pendency of the proceedings either before the Conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

5. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty –the first is to find out as to whether the employer has contravened the provisions of Section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

6. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case, he did not lead any evidence. In fact, he opted not to participate in the proceedings since 12/11/2018. Ultimately this Tribunal was left with no option but to presume that the applicant/complainant was no more interested in prosecuting his case on merits and the matter was posted for passing Award vide order dated 10/2/2020.

7. At the outset it is mentioned that the applicant/complainant has not mentioned the date as to when he was engaged/appointed by the management and as to when his services were illegally terminated by the Management, nor disclosed as to what was his last drawn wages. Onus was upon the applicant/complainant to prove that he being employee of the Management, there existed relationship or employer & employee between the parties; that proceeding relating to an industrial dispute between the parties were pending at the time when service conditions of the applicant/complainant were changed by the Management/Respondent without taking leave/permission of the Court of law. The applicant/complainant has failed to discharge the onus. In view of the fact that the applicant/ complainant has not led any evidence in support of his case, this Tribunal is constrained to pass “No Dispute Award” in the matter. 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.

20th February, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 255.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड, नई टिहरी गढ़वाल, उत्तराखंड के प्रबंधन के संबद्ध नियोजकों और श्री मंगल सिंह, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 73/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल-42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 255.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 73/2018) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom (West), Bharat Sanchar Nigam Limited, New Tehri Garhwal, Uttarakhand and Shri Mangal Singh, Worker which was received by the Central Government on 08.03.2021.

[No. L-42025/07/2021-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI****PRESENT:** SMT. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour-II New Delhi**INDUSTRIAL DISPUTE CASE No. 73/2018**Date of Passing Award : 21st February, 2020

Shri Mangal Singh,
A-363 Defence Colony,
New Delhi-110024.

...Workman/Claimant

Versus

The General Manager, Telecom (West)
Bharat Sanchar Nigam Limited,
New Tehri Garhwal,
Uttarakhand

...Management/Respondent

Appearances:-

None : For the Workman

Shri Atul Bhardwaj, A/R : For the Management

AWARD

This Award shall decide a complaint moved by the applicant/complainant under Section 33-A of the Industrial Disputes Act, 1947 (in short “the Act”) against the respondent/Management, with the averments inter-alia that he has been in continuous service of the Management for the past 21 years and working as a Phone Mechanic. Though ID case No. 162/2012 for the relief of regularization of service of the workman (whose name finds mentioned at Sl. No. 58 in the list of workmen) is pending adjudication before of the Tribunal, yet the Management in a malafide way terminated the services of workers including the workman/complainant, who were also in continuous service. The management neither gave any notice as required under Section 25-N of the Act, nor sought any leave/permission of the Court and thus violated the provisions of Section 33 of the Act. Even lawful dues of the workman including retrenchment compensation, notice pay and other benefits were not paid to the workman by the Management at the time of illegal termination of his services. Prayer has been made for reinstatement into services of the workman/complainant.

2. The complaint has been resisted by the Management of BSNL who filed its written reply alleging that there is no relationship of employer and employees between the parties. The applicant/complainant is labourer of contractor whom contract has been awarded by competent authority after inviting open tenders as per codal provisions. The applicant had neither been appointed nor recruited in the employment by the Management. While denying the allegations of the workmen/claimants union, it has been stated that the claim petition is not maintainable and liable to be dismissed as the workman was working under the supervision and guidance of the contractor.

3. On the pleadings of the parties, following issues were framed on 04/4/2019:-

- 1) Whether there is a proceeding pending between the workman and the management prior to the alleged termination?
- 2) Whether the management having knowledge of the pending proceedings between the parties altered the services condition of the workman immediately before the commencement of such proceeding to the prejudice of the workman?
- 3) To what relief the workman is entitled to?

4. It is mentioned that Section 33 of the Act clearly provides that during pendency of the proceedings either before the Conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

5. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty –the first is to find out as to whether the employer has contravened the provisions of Section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

6. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case, he did not lead any evidence. In fact, he opted not to participate in the proceedings since 12/11/2018. Ultimately this Tribunal was left with no option but to presume that the applicant/complainant was no more interested in prosecuting his case on merits and the matter was posted for passing Award vide order dated 10/2/2020.

7. At the outset it is mentioned that the applicant/complainant has not mentioned the date as to when he was engaged/appointed by the management and as to when his services were illegally terminated by the Management, nor disclosed as to what was his last drawn wages. Onus was upon the applicant/complainant to prove that he being employee of the Management, there existed relationship or employer & employee between the parties; that proceeding relating to an industrial dispute between the parties were pending at the time when service conditions of the applicant/complainant were changed by the Management/Respondent without taking leave/permission of the Court of law. The applicant/complainant has failed to discharge the onus. In view of the fact that the applicant/ complainant has not led any evidence in support of his case, this Tribunal is constrained to pass “No Dispute Award” in the matter. 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.

21st February, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 256.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड, नई टिहरी गढ़वाल, उत्तराखंड के प्रबंधतंत्र के संबद्ध नियोजकों और श्री चैन सिंह, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 74/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल-42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 256.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 74/2018) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom (West), Bharat Sanchar Nigam Limited, New Tehri Garhwal, Uttarakhand and Shri Chain Singh, Worker which was received by the Central Government on 08.03.2021.

[No. L-42025/07/2021-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI****PRESENT:** SMT. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour-II New Delhi**INDUSTRIAL DISPUTE CASE No. 74/2018****Date of Passing Award : 20th February, 2020**

Shri Chain Singh,
A-363 Defence Colony,
New Delhi-110024.

...Workman/Claimant

Versus

The General Manager, Telecom (West)
Bharat Sanchar Nigam Limited,
New Tehri Garhwal,
Uttarakhand

...Management/Respondent

Appearances:-

None : For the Workman

Shri Atul Bhardwaj, A/R : For the Management

AWARD

This Award shall decide a complaint moved by the applicant/complainant under Section 33-A of the Industrial Disputes Act, 1947 (in short “the Act”) against the respondent/Management, with the averments inter-alia that he has been in continuous service of the Management for the past 21 years and working as a Phone Mechanic. Though ID case No. 162/2012 for the relief of regularization of service of the workman (whose name finds mentioned at SI. No. 59 in the list of workmen) is pending adjudication before of the Tribunal, yet the Management in a malafide way terminated the services of workers including the workman/complainant, who were also in continuous service. The management neither gave any notice as required under Section 25-N of the Act, nor sought any leave/permission of the Court and thus violated the provisions of Section 33 of the Act. Even lawful dues of the workman including retrenchment compensation, notice pay and other benefits were not paid to the workman by the Management at the time of illegal termination of his services. Prayer has been made for reinstatement into services of the workman/complainant.

2. The complaint has been resisted by the Management of BSNL who filed its written reply alleging that there is no relationship of employer and employees between the parties. The applicant/complainant is labourer of contractor whom contract has been awarded by competent authority after inviting open tenders as per codal provisions. The applicant had neither been appointed nor recruited in the employment by the Management. While denying the allegations of the workmen/claimants union, it has been stated that the claim petition is not maintainable and liable to be dismissed as the workman was working under the supervision and guidance of the contractor.

3. On the pleadings of the parties, following issues were framed on 04/4/2019:-

- 1) Whether there is a proceeding pending between the workman and the management prior to the alleged termination?
- 2) Whether the management having knowledge of the pending proceedings between the parties altered the services condition of the workman immediately before the commencement of such proceeding to the prejudice of the workman?
- 3) To what relief the workman is entitled to?

4. It is mentioned that Section 33 of the Act clearly provides that during pendency of the proceedings either before the Conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

5. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty –the first is to find out as to whether the employer has contravened the provisions of Section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

6. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case, he did not lead any evidence. In fact, he opted not to participate in the

proceedings since 12/11/2018. Ultimately this Tribunal was left with no option but to presume that the applicant/complainant was no more interested in prosecuting his case on merits and the matter was posted for passing Award vide order dated 10/2/2020.

7. At the outset it is mentioned that the applicant/complainant has not mentioned the date as to when he was engaged/appointed by the management and as to when his services were illegally terminated by the Management, nor disclosed as to what was his last drawn wages. Onus was upon the applicant/complainant to prove that he being employee of the Management, there existed relationship or employer & employee between the parties; that proceeding relating to an industrial dispute between the parties were pending at the time when service conditions of the applicant/complainant were changed by the Management/Respondent without taking leave/permission of the Court of law. The applicant/complainant has failed to discharge the onus. In view of the fact that the applicant/complainant has not led any evidence in support of his case, this Tribunal is constrained to pass “No Dispute Award” in the matter. 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.

20th February, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 257.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड, नई टिहरी गढ़वाल, उत्तराखंड के प्रबंधन के संबद्ध नियोजकों और श्री अरविंद पायल, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 75/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल-42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 257.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 75/2018) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom (West), Bharat Sanchar Nigam Limited, New Tehri Garhwal, Uttarakhand and Shri Arvind Payal, Worker which was received by the Central Government on 08.03.2021.

[No. L-42025/07/2021-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI

PRESENT: SMT. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour-II New Delhi

INDUSTRIAL DISPUTE CASE No. 75/2018

Date of Passing Award : 20th February, 2020

Shri Arvind Payal,
A-363 Defence Colony,
New Delhi-110024.

... Workman/Claimant

Versus

The General Manager, Telecom (West)
Bharat Sanchar Nigam Limited,
New Tehri Garhwal,
Uttarakhand

...Management/Respondent

Appearances:-

None : For the Workman

Shri Atul Bhardwaj, A/R : For the Management

AWARD

This Award shall decide a complaint moved by the applicant/complainant under Section 33-A of the Industrial Disputes Act, 1947 (in short “the Act”) against the respondent/Management, with the averments inter alia that he has been in continuous service of the Management for the past 17 years and working as a Phone Mechanic. Though ID case No. 162/2012 for the relief of regularization of service of the workman (whose name finds mentioned at SI. No. 68 in the list of workmen) is pending adjudication before of the Tribunal, yet the Management in a malafide way terminated the services of workers including the workman/complainant, who were also in continuous service. The management neither gave any notice as required under Section 25-N of the Act, nor sought any leave/permission of the Court and thus violated the provisions of Section 33 of the Act. Even lawful dues of the workman including retrenchment compensation, notice pay and other benefits were not paid to the workman by the Management at the time of illegal termination of his services. Prayer has been made for reinstatement into services of the workman/complainant.

2. The complaint has been resisted by the Management of BSNL who filed its written reply alleging that there is no relationship of employer and employees between the parties. The applicant/complainant is labourer of contractor whom contract has been awarded by competent authority after inviting open tenders as per codal provisions. The applicant had neither been appointed nor recruited in the employment by the Management. While denying the allegations of the workmen/claimants union, it has been stated that the claim petition is not maintainable and liable to be dismissed as the workman was working under the supervision and guidance of the contractor.

3. On the pleadings of the parties, following issues were framed on 04/4/2019:-

- 1) Whether there is a proceeding pending between the workman and the management prior to the alleged termination?
- 2) Whether the management having knowledge of the pending proceedings between the parties altered the services condition of the workman immediately before the commencement of such proceeding to the prejudice of the workman?
- 3) To what relief the workman is entitled to?

4. It is mentioned that Section 33 of the Act clearly provides that during pendency of the proceedings either before the conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

5. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty –the first is to find out as to whether the employer has contravened the provisions of section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

6. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case, he did not lead any evidence. In fact, he opted not to participate in the proceedings since 12/11/2018. Ultimately this Tribunal was left with no option but to presume that the applicant/complainant was no more interested in prosecuting his case on merits and the matter was posted for passing Award vide order dated 10/2/2020.

7. At the outset it is mentioned that the applicant/complainant has not mentioned the date as to when he was engaged/appointed by the management and as to when his services were illegally terminated by the Management. Onus was upon the applicant/complainant to prove that he being employee of the Management, there existed relationship or employer & employee between the parties; that proceeding relating to an industrial dispute between the parties were pending at the time when service conditions of the applicant/complainant were changed by the Management/Respondent without taking leave/permission of the Court of law. The applicant/complainant has failed to discharge the onus. In view of the fact that the applicant/ complainant has not led any evidence in support of his case, this Tribunal is constrained to pass “No Dispute Award” in the matter. 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.

20th February, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 258.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड, नई टिहरी गढ़वाल, उत्तराखंड के प्रबंधन के संबद्ध नियोजकों और श्री राबिन रावत, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 76/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल-42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 258.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 76/2018) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom (West), Bharat Sanchar Nigam Limited, New Tehri Garhwal, Uttarakhand and Shri Rabin Rawat, Worker which was received by the Central Government on 08.03.2021.

[No. L-42025/07/2021-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI

PRESENT: SMT. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour Court-II New Delhi

INDUSTRIAL DISPUTE CASE No. 76/2018

Date of Passing Award : 20th February, 2020

Shri Rabin Rawat,
A-363 Defence Colony,
New Delhi-110024.

... Workman/Claimant

Versus

The General Manager, Telecom (West)
Bharat Sanchar Nigam Limited,
New Tehri Garhwal,
Uttarakhand

...Management/Respondent

Appearances:-

None : For the Workman

Shri Atul Bhardwaj, A/R : For the Management

AWARD

This Award shall decide a complaint moved by the applicant/complainant under Section 33-A of the Industrial Disputes Act, 1947 (in short "the Act") against the respondent/Management, with the averments inter alia that he has been in continuous service of the Management for the past 14 years and working as a Computer Operator. Though ID case No. 162/2012 for the relief of regularization of service of the workman (whose name finds mentioned at SI. No. 89 in the list of workmen) is pending adjudication before of the Tribunal, yet the Management in a malafide way terminated the services of workers including the workman/complainant, who were also in continuous service. The management neither gave any notice as required under Section 25-N of the Act, nor sought any leave/permission of the Court and thus violated the provisions of Section 33 of the Act. Even lawful dues of the workman including retrenchment compensation, notice pay and other benefits were not paid to the workman by the Management at the time of illegal termination of his services. Prayer has been made for reinstatement into services of the workman/complainant.

2. The complaint has been resisted by the Management of BSNL who filed its written reply alleging that there is no relationship of employer and employees between the parties. The applicant/complainant is labourer

of contractor whom contract has been awarded by competent authority after inviting open tenders as per codal provisions. The applicant had neither been appointed nor recruited in the employment by the Management. While denying the allegations of the workmen/claimants union, it has been stated that the claim petition is not maintainable and liable to be dismissed as the workman was working under the supervision and guidance of the contractor.

3. On the pleadings of the parties, following issues were framed on 04/4/2019:-

- 1) Whether there is a proceeding pending between the workman and the management prior to the alleged termination?
- 2) Whether the management having knowledge of the pending proceedings between the parties altered the services condition of the workman immediately before the commencement of such proceeding to the prejudice of the workman?
- 3) To what relief the workman is entitled to?

4. It is mentioned that Section 33 of the Act clearly provides that during pendency of the proceedings either before the Conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

5. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty –the first is to find out as to whether the employer has contravened the provisions of Section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

6. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case, he did not lead any evidence. In fact, he opted not to participate in the proceedings since 12/11/2018. Ultimately this Tribunal was left with no option but to presume that the applicant/complainant was no more interested in prosecuting his case on merits and the matter was posted for passing Award vide order dated 10/2/2020.

7. At the outset it is mentioned that the applicant/complainant has not mentioned the date as to when he was engaged/appointed by the management and as to when his services were illegally terminated by the Management. Onus was upon the applicant/complainant to prove that he being employee of the Management, there existed relationship or employer & employee between the parties; that proceeding relating to an industrial dispute between the parties were pending at the time when service conditions of the applicant/complainant were changed by the Management/Respondent without taking leave/permission of the Court of law. The applicant/complainant has failed to discharge the onus. In view of the fact that the applicant/ complainant has not led any evidence in support of his case, this Tribunal is constrained to pass “No Dispute Award” in the matter. 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.

20th February, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 259.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड, नई टिहरी गढ़वाल, उत्तराखंड के प्रबंधतंत्र के संबद्ध नियोजकों और श्री बाबू लाल, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 77/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल-42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 259.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 77/2018) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom (West), Bharat Sanchar Nigam Limited, New Tehri Garhwal, Uttarakhand and Shri Babu Lal, Worker which was received by the Central Government on 08.03.2021.

[No. L-42025/07/2021-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI

PRESENT: SMT. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour-II New Delhi

INDUSTRIAL DISPUTE CASE No. 77/2018

Date of Passing Award : 20th February, 2020

Shri Babu Lal,
A-363 Defence Colony,
New Delhi-110024.

...Workman/Claimant

Versus

The General Manager, Telecom (West)
Bharat Sanchar Nigam Limited,
New Tehri Garhwal,
Uttarakhand

...Management/Respondent

Appearances:-

None : For the Workman

Shri Atul Bhardwaj, A/R : For the Management

AWARD

This Award shall decide a complaint moved by the applicant/complainant under Section 33-A of the Industrial Disputes Act, 1947 (in short “the Act”) against the respondent/Management, with the averments inter-alia that he has been in continuous service of the Management for the past 12 years and working as a Phone Mechanic. Though ID case No. 162/2012 for the relief of regularization of service of the workman (whose name finds mentioned at SI. No. 95 in the list of workmen) is pending adjudication before of the Tribunal, yet the Management in a malafide way terminated the services of workers including the workman/complainant, who were also in continuous service. The management neither gave any notice as required under Section 25-N of the Act, nor sought any leave/permission of the Court and thus violated the provisions of Section 33 of the Act. Even lawful dues of the workman including retrenchment compensation, notice pay and other benefits were not paid to the workman by the Management at the time of illegal termination of his services. Prayer has been made for reinstatement into services of the workman/complainant.

2. The complaint has been resisted by the Management of BSNL who filed its written reply alleging that there is no relationship of employer and employees between the parties. The applicant/complainant is labourer of contractor whom contract has been awarded by competent authority after inviting open tenders as per codal provisions. The applicant had neither been appointed nor recruited in the employment by the Management. While denying the allegations of the workmen/claimants union, it has been stated that the claim petition is not maintainable and liable to be dismissed as the workman was working under the supervision and guidance of the contractor.

3. On the pleadings of the parties, following issues were framed on 04/4/2019:-

- 1) Whether there is a proceeding pending between the workman and the management prior to the alleged termination?
- 2) Whether the management having knowledge of the pending proceedings between the parties altered the services condition of the workman immediately before the commencement of such proceeding to the prejudice of the workman?
- 3) To what relief the workman is entitled to?

4. It is mentioned that Section 33 of the Act clearly provides that during pendency of the proceedings either before the conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

5. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty –the first is to find out as to whether the employer has contravened the provisions of section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

6. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case, he did not lead any evidence. In fact, he opted not to participate in the proceedings since 12/11/2018. Ultimately this Tribunal was left with no option but to presume that the applicant/complainant was no more interested in prosecuting his case on merits and the matter was posted for passing Award vide order dated 10/2/2020.

7. At the outset it is mentioned that the applicant/complainant has not mentioned the date as to when he was engaged/appointed by the management and as to when his services were illegally terminated by the Management. Onus was upon the applicant/complainant to prove that he being employee of the Management, there existed relationship or employer & employee between the parties; that proceeding relating to an industrial dispute between the parties were pending at the time when service conditions of the applicant/complainant were changed by the Management/Respondent without taking leave/permission of the Court of law. The applicant/complainant has failed to discharge the onus. In view of the fact that the applicant/ complainant has not led any evidence in support of his case, this Tribunal is constrained to pass “No Dispute Award” in the matter. 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.

20th February, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 260.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड, नई टिहरी गढ़वाल, उत्तराखंड के प्रबंधतंत्र के संबद्ध नियोजकों और श्री महावीर सिंह, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 78/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल-42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 260.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 78/2018) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom (West), Bharat Sanchar Nigam Limited, New Tehri Garhwal, Uttarakhand and Shri Mahavir Singh, Worker which was received by the Central Government on 08.03.2021.

[No. L-42025/07/2021-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI****PRESENT:** SMT. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour-II New Delhi**INDUSTRIAL DISPUTE CASE No. 78/2018****Date of Passing Award : 20th February, 2020**

Shri Mahavir Singh,
A-363 Defence Colony,
New Delhi-110024.

...Workman/Claimant

Versus

The General Manager, Telecom (West)
Bharat Sanchar Nigam Limited,
New Tehri Garhwal,
Uttarakhand

...Management/Respondent

Appearances:-

None : For the Workman

Shri Atul Bhardwaj, A/R : For the Management

AWARD

This Award shall decide a complaint moved by the applicant/complainant under Section 33-A of the Industrial Disputes Act, 1947 (in short “the Act”) against the respondent/Management, with the averments inter-alia that he has been in continuous service of the Management for the past 15 years and working as a BTS/Generator Operator. Though ID case No. 162/2012 for the relief of regularization of service of the workman (whose name finds mentioned at SI. No. 120 in the list of workmen) is pending adjudication before of the Tribunal, yet the Management in a malafide way terminated the services of workers including the workman/complainant, who were also in continuous service. The management neither gave any notice as required under Section 25-N of the Act, nor sought any leave/permission of the Court and thus violated the provisions of Section 33 of the Act. Even lawful dues of the workman including retrenchment compensation, notice pay and other benefits were not paid to the workman by the Management at the time of illegal termination of his services.

Prayer has been made for reinstatement into services of the workman/complainant.

2. The complaint has been resisted by the Management of BSNL who filed its written reply alleging that there is no relationship of employer and employees between the parties. The applicant/complainant is labourer of contractor whom contract has been awarded by competent authority after inviting open tenders as per codal provisions. The applicant had neither been appointed nor recruited in the employment by the Management. While denying the allegations of the workmen/claimants union, it has been stated that the claim petition is not maintainable and liable to be dismissed as the workman was working under the supervision and guidance of the contractor.

3. On the pleadings of the parties, following issues were framed on 04/4/2019:-

- 1) Whether there is a proceeding pending between the workman and the management prior to the alleged termination?
- 2) Whether the management having knowledge of the pending proceedings between the parties altered the services condition of the workman immediately before the commencement of such proceeding to the prejudice of the workman?
- 3) To what relief the workman is entitled to?

4. It is mentioned that Section 33 of the Act clearly provides that during pendency of the proceedings either before the conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

5. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty –the first is to find out as to whether the employer has contravened the provisions of Section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

6. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case, he did not lead any evidence. In fact, he opted not to participate in the proceedings since 12/11/2018. Ultimately this Tribunal was left with no option but to presume that the applicant/complainant was no more interested in prosecuting his case on merits and the matter was posted for passing Award vide order dated 10/2/2020.

7. At the outset it is mentioned that the applicant/complainant has not mentioned the date as to when he was engaged/appointed by the management and as to when his services were illegally terminated by the Management. Onus was upon the applicant/complainant to prove that he being employee of the Management, there existed relationship or employer & employee between the parties; that proceeding relating to an industrial dispute between the parties were pending at the time when service conditions of the applicant/complainant were changed by the Management/Respondent without taking leave/permission of the Court of law. The applicant/complainant has failed to discharge the onus. In view of the fact that the applicant/complainant has not led any evidence in support of his case, this Tribunal is constrained to pass "No Dispute Award" in the matter. 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.

20th February, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 261.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड, नई टिहरी गढ़वाल, उत्तराखंड के प्रबंधन के संबद्ध नियोजकों और श्री रणवीर सिंह पंवार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 79/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल-42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 261.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 79/2018) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom (West), Bharat Sanchar Nigam Limited, New Tehri Garhwal, Uttarakhand and Shri Ranveer Singh Panwar, Worker which was received by the Central Government on 08.03.2021.

[No. L-42025/07/2021-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI
PRESENT: SMT. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour-II New Delhi

INDUSTRIAL DISPUTE CASE No. 79/2018

Date of Passing Award : 20th February, 2020

Shri Ranveer Singh Panwar,
A-363 Defence Colony,
New Delhi-110024.

...Workman/Claimant

Versus

The General Manager, Telecom (West)
Bharat Sanchar Nigam Limited,
New Tehri Garhwal,
Uttarakhand

...Management/Respondent

Appearances:-

None : For the Workman
Shri Atul Bhardwaj, A/R : For the Management

AWARD

This Award shall decide a complaint moved by the applicant/complainant under Section 33-A of the Industrial Disputes Act, 1947 (in short “the Act”) against the respondent/Management, with the averments inter-alia that he has been in continuous service of the Management for the past 12 years and working as a Phone Mechanic/Lineman. Though ID case No. 162/2012 for the relief of regularization of service of the workman (whose name finds mentioned at SI. No. 40 in the list of workmen) is pending adjudication before of the Tribunal, yet the Management in a malafide way terminated the services of workers including the workman/complainant, who were also in continuous service. The management neither gave any notice as required under Section 25-N of the Act, nor sought any leave/permission of the Court and thus violated the provisions of section 33 of the Act. Even lawful dues of the workman including retrenchment compensation, notice pay and other benefits were not paid to the workman by the Management at the time of illegal termination of his services. Prayer has been made for reinstatement into services of the workman/complainant.

2. The complaint has been resisted by the Management of BSNL who filed its written reply alleging that there is no relationship of employer and employee between the parties. The applicant/complainant is labourer of contractor whom contract has been awarded by competent authority after inviting open tenders as per codal provisions. The applicant had neither been appointed nor recruited in the employment by the Management. While denying the allegations of the workmen/claimants union, it has been stated that the claim petition is not maintainable and liable to be dismissed as the workman was working under the supervision and guidance of the contractor.

3. On the pleadings of the parties, following issues were framed on 04/4/2019:-

- 1) Whether there is a proceeding pending between the workman and the management prior to the alleged termination?
- 2) Whether the management having knowledge of the pending proceedings between the parties altered the services condition of the workman immediately before the commencement of such proceeding to the prejudice of the workman?
- 3) To what relief the workman is entitled to?

4. It is mentioned that Section 33 of the Act clearly provides that during pendency of the proceedings either before the Conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

5. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty –the first is to find out as to whether the employer has contravened the provisions of Section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

6. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case, he did not lead any evidence. In fact, he opted not to participate in the proceedings since 12/11/2018. Ultimately this Tribunal was left with no option but to presume that the applicant/complainant was no more interested in prosecuting his case on merits and the matter was posted for passing Award vide order dated 10/2/2020.

7. At the outset it is mentioned that the applicant/complainant has not mentioned the date as to when he was engaged/appointed by the management and as to when his services were illegally terminated by the Management. Onus was upon the applicant/complainant to prove that he being employee of the Management,

there existed relationship or employer & employee between the parties; that proceeding relating to an industrial dispute between the parties were pending at the time when service conditions of the applicant/complainant were changed by the Management/Respondent without taking leave/permission of the Court of law. The applicant/complainant has failed to discharge the onus. In view of the fact that the applicant/ complainant has not led any evidence in support of his case, this Tribunal is constrained to pass “No Dispute Award” in the matter. 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.

20th February, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 262—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड, नई टिहरी गढ़वाल, उत्तराखंड के प्रबंधतंत्र के संबद्ध नियोजकों और श्री गुलाब सिंह राणा, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 80/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल-42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 262.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 80/2018) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom (West), Bharat Sanchar Nigam Limited, New Tehri Garhwal, Uttarakhand and Shri Gulab Singh Rana, Worker which was received by the Central Government on 08.03.2021.

[No. L-42025/07/2021-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI

PRESENT: SMT. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour-II New Delhi

INDUSTRIAL DISPUTE CASE No. 80/2018

Date of Passing Award : 21st February, 2020

Shri Gulab Singh Rana,
A-363 Defence Colony,
New Delhi-110024.

...Workman/Claimant

Versus

The General Manager, Telecom (West)
Bharat Sanchar Nigam Limited,
New Tehri Garhwal,
Uttarakhand

...Management/Respondent

Appearances:-

None : For the Workman

Shri Atul Bhardwaj, A/R : For the Management

AWARD

This Award shall decide a complaint moved by the applicant/complainant under Section 33-A of the Industrial Disputes Act, 1947 (in short “the Act”) against the respondent/Management, with the averments inter-alia that he has been in continuous service of the Management for the past 08 years and working as a BTS Operator. Though ID case No. 162/2012 for the relief of regularization of service of the workman (whose name finds mentioned at SI. No. 45 in the list of workmen) is pending adjudication before of the Tribunal, yet the Management in a malafide way terminated the services of workers including the workman/complainant, who were also in continuous service. The management neither gave any notice as required under Section 25-N of the Act, nor sought any leave/permission of the Court and thus violated the provisions of Section 33 of the Act. Even lawful dues of the workman including retrenchment compensation, notice pay and other benefits were not paid to the workman by the Management at the time of illegal termination of his services. Prayer has been made for reinstatement into services of the workman/complainant.

2. The complaint has been resisted by the Management of BSNL who filed its written reply alleging that there is no relationship of employer and employees between the parties. The applicant/complainant is labourer of contractor whom contract has been awarded by competent authority after inviting open tenders as per codal provisions. The applicant had neither been appointed nor recruited in the employment by the Management. While denying the allegations of the workmen/claimants union, it has been stated that the claim petition is not maintainable and liable to be dismissed as the workman was working under the supervision and guidance of the contractor.

3. On the pleadings of the parties, following issues were framed on 04/4/2019:-

- 1) Whether there is a proceeding pending between the workman and the management prior to the alleged termination?
- 2) Whether the management having knowledge of the pending proceedings between the parties altered the services condition of the workman immediately before the commencement of such proceeding to the prejudice of the workman?
- 3) To what relief the workman is entitled to?

4. It is mentioned that Section 33 of the Act clearly provides that during pendency of the proceedings either before the Conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

5. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty –the first is to find out as to whether the employer has contravened the provisions of Section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

6. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case, he did not lead any evidence. In fact, he opted not to participate in the proceedings since 12/11/2018. Ultimately this Tribunal was left with no option but to presume that the applicant/complainant was no more interested in prosecuting his case on merits and the matter was posted for passing Award vide order dated 10/2/2020.

7. At the outset it is mentioned that the applicant/complainant has not mentioned the date as to when he was engaged/appointed by the management and as to when his services were illegally terminated by the Management. Onus was upon the applicant/complainant to prove that he being employee of the Management, there existed relationship or employer & employee between the parties; that proceeding relating to an industrial dispute between the parties were pending at the time when service conditions of the applicant/complainant were changed by the Management/Respondent without taking leave/permission of the Court of law. The

applicant/complainant has failed to discharge the onus. In view of the fact that the applicant/ complainant has not led any evidence in support of his case, this Tribunal is constrained to pass “No Dispute Award” in the matter. Award is passed accordingly.

Let a copy of this Award be sent for publication as required under Section 17 read with Section 33- A of the Act.

Dictated & corrected by me.

21st February, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 263.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड, नई टिहरी गढ़वाल, उत्तराखंड के प्रबंधन के संबद्ध नियोजकों और श्री भरत सिंह बिष्ट, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 81/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल-42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 263.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 81/2018) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom (West), Bharat Sanchar Nigam Limited, New Tehri Garhwal, Uttarakhand and Shri Bharat Singh Bisht, Worker which was received by the Central Government on 08.03.2021.

[No. L-42025/07/2021-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI

PRESENT: SMT. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour-II New Delhi

INDUSTRIAL DISPUTE CASE No. 81/2018

Date of Passing Award : 20th February, 2020

Shri Bharat Singh Bisht,
A-363 Defence Colony,
New Delhi-110024.

...Workman/Claimant

Versus

The General Manager, Telecom (West)
Bharat Sanchar Nigam Limited,
New Tehri Garhwal,
Uttarakhand

...Management/Respondent

Appearances:-

None : For the Workman

Shri Atul Bhardwaj, A/R : For the Management

AWARD

This Award shall decide a complaint moved by the applicant/complainant under Section 33-A of the Industrial Disputes Act, 1947 (in short “the Act”) against the respondent/Management, with the averments inter alia that he has been in continuous service of the Management for the past 19 years and working as a Phone Mechanic. Though ID case No. 162/2012 for the relief of regularization of service of the workman (whose name

finds mentioned at SI. No. 22 in the list of workmen) is pending adjudication before of the Tribunal, yet the Management in a malafide way terminated the services of workers including the workman/complainant, who were also in continuous service. The management neither gave any notice as required under Section 25-N of the Act, nor sought any leave/permission of the Court and thus violated the provisions of Section 33 of the Act. Even lawful dues of the workman including retrenchment compensation, notice pay and other benefits were not paid to the workman by the Management at the time of illegal termination of his services. Prayer has been made for reinstatement into services of the workman/complainant.

2. The complaint has been resisted by the Management of BSNL who filed its written reply alleging that there is no relationship of employer and employees between the parties. The applicant/complainant is labourer of contractor whom contract has been awarded by competent authority after inviting open tenders as per codal provisions. The applicant had neither been appointed nor recruited in the employment by the Management. While denying the allegations of the workmen/claimants union, it has been stated that the claim petition is not maintainable and liable to be dismissed as the workman was working under the supervision and guidance of the contractor.

3. On the pleadings of the parties, following issues were framed on 04/4/2019:-

- 1) Whether there is a proceeding pending between the workman and the management prior to the alleged termination?
- 2) Whether the management having knowledge of the pending proceedings between the parties altered the services condition of the workman immediately before the commencement of such proceeding to the prejudice of the workman?
- 3) To what relief the workman is entitled to?

4. It is mentioned that Section 33 of the Act clearly provides that during pendency of the proceedings either before the Conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

5. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty –the first is to find out as to whether the employer has contravened the provisions of Section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

6. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case, he did not lead any evidence. In fact, he opted not to participate in the proceedings since 12/11/2018. Ultimately this Tribunal was left with no option but to presume that the applicant/complainant was no more interested in prosecuting his case on merits and the matter was posted for passing Award vide order dated 10/2/2020.

7. At the outset it is mentioned that the applicant/complainant has not mentioned the date as to when he was engaged/appointed by the management and as to when his services were illegally terminated by the Management. Onus was upon the applicant/complainant to prove that he being employee of the Management, there existed relationship or employer & employee between the parties; that proceeding relating to an industrial dispute between the parties were pending at the time when service conditions of the applicant/complainant were changed by the Management/Respondent without taking leave/permission of the Court of law. The applicant/complainant has failed to discharge the onus. In view of the fact that the applicant/ complainant has not led any evidence in support of his case, this Tribunal is constrained to pass “No Dispute Award” in the matter. Award is passed accordingly.

Let a copy of this Award be sent for publication as required under Section 17 read with Section 33- A of the Act.

Dictated &corrected by me.

20th February, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 264.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड, नई टिहरी गढ़वाल, उत्तराखंड के प्रबंधन के संबद्ध नियोजकों और श्री जितेन्द्र सिंह चौहान, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 82/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल-42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 264.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 82/2018) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom (West), Bharat Sanchar Nigam Limited, New Tehri Garhwal, Uttarakhand and Shri Jitendra Singh Chauhan, Worker which was received by the Central Government on 08.03.2021.

[No. L-42025/07/2021-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI****PRESENT:** SMT. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour-II New Delhi**INDUSTRIAL DISPUTE CASE No. 82/2018**Date of Passing Award : 20th February, 2020

Shri Jitendra Singh Chauhan,
A-363 Defence Colony,
New Delhi-110024.

... Workman/Claimant

Versus

The General Manager, Telecom (West)
Bharat Sanchar Nigam Limited,
New Tehri Garhwal,
Uttarakhand

...Management/Respondent

Appearances:-

None : For the Workman

Shri Atul Bhardwaj, A/R : For the Management

AWARD

This Award shall decide a complaint moved by the applicant/complainant under Section 33-A of the Industrial Disputes Act, 1947 (in short "the Act") against the respondent/Management, with the averments inter alia that he has been in continuous service of the Management for the past seven years. Though ID case No. 162/2012 for the relief of regularization of service of the workman (whose name finds mentioned at SI. No. 91 in the list of workmen) is pending adjudication before of the Tribunal, yet the Management in a malafide way terminated the services of 11 workers including the workman/complainant, who were also in continuous service. The management neither gave any notice as required under Section 25-N of the Act, nor sought any leave/permission of the Court and thus violated the provisions of Section 33 of the Act. Even lawful dues of the workman including retrenchment compensation, notice pay and other benefits were not paid to the workman by the Management at the time of illegal termination of his services. Prayer has been made for reinstatement into services of the workman/complainant.

2. The complaint has been resisted by the Management of BSNL who filed its written reply alleging that there is no relationship of employer and employees between the parties. The applicant/complainant is labourer of contractor whom contract has been awarded by competent authority after inviting open tenders as per codal

provisions. The applicant had neither been appointed nor recruited in the employment by the Management. While denying the allegations of the workmen/claimants union, it has been stated that the claim petition is not maintainable and liable to be dismissed as the workman was working under the supervision and guidance of the contractor.

3. On the pleadings of the parties, following issues were framed on 04/4/2019:-

- 1) Whether there is a proceeding pending between the workman and the management prior to the alleged termination?
- 2) Whether the management having knowledge of the pending proceedings between the parties altered the services condition of the workman immediately before the commencement of such proceeding to the prejudice of the workman?
- 3) To what relief the workman is entitled to?

4. It is mentioned that Section 33 of the Act clearly provides that during pendency of the proceedings either before the Conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

5. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty –the first is to find out as to whether the employer has contravened the provisions of Section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

6. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case, he did not lead any evidence. In fact, he opted not to participate in the proceedings since 12/11/2018. Ultimately this Tribunal was left with no option but to presume that the applicant/complainant was no more interested in prosecuting his case on merits and the matter was posted for passing Award vide order dated 10/2/2020.

7. At the outset it is mentioned that the applicant/complainant has not mentioned the date as to when he was engaged/appointed by the management and as to when his services were illegally terminated by the Management. Onus was upon the applicant/complainant to prove that he being employee of the Management, there existed relationship or employer & employee between the parties; that proceeding relating to an industrial dispute between the parties were pending at the time when service conditions of the applicant/complainant were changed by the Management/Respondent without taking leave/permission of the Court of law. The applicant/complainant has failed to discharge the onus. In view of the fact that the applicant/ complainant has not led any evidence in support of his case, this Tribunal is constrained to pass “No Dispute Award” in the matter. Award is passed accordingly.

Let a copy of this Award be sent for publication as required under Section 17 read with Section 33- A of the Act.

Dictated & corrected by me.

20th February, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 265.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड, नई टिहरी गढ़वाल, उत्तराखंड के प्रबंधन के संबद्ध नियोजकों और श्री सुरेश चंद्र, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 83/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल-42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 265.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 83/2018) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom (West), Bharat Sanchar Nigam Limited, New Tehri Garhwal, Uttarakhand and Shri Suresh Chandra, Worker which was received by the Central Government on 08.03.2021.

[No. L-42025/07/2021-IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI****PRESENT:** SMT. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour-II New Delhi**INDUSTRIAL DISPUTE CASE No. 83/2018**Date of Passing Award : 20th February, 2020

Shri Suresh Chandra,
A-363 Defence Colony,
New Delhi-110024.

...Workman/Claimant

Versus

The General Manager, Telecom (West)
Bharat Sanchar Nigam Limited,
New Tehri Garhwal,
Uttarakhand

...Management/Respondent

Appearances:-

None : For the Workman

Shri Atul Bhardwaj, A/R : For the Management

AWARD

This Award shall decide a complaint moved by the applicant/complainant under Section 33-A of the Industrial Disputes Act, 1947 (in short “the Act”) against the respondent/Management, with the averments inter-alia that he has been in continuous service of the Management for the past 17 years and working as a lineman. Though ID case No. 162/2012 for the relief of regularization of service of the workman (whose name finds mentioned at SI. No. 42 in the list of workmen) is pending adjudication before of the Tribunal, yet the Management in a malafide way terminated the services of workers including the workman/complainant, who were also in continuous service. The management neither gave any notice as required under Section 25-N of the Act, nor sought any leave/permission of the Court and thus violated the provisions of Section 33 of the Act. Even lawful dues of the workman including retrenchment compensation, notice pay and other benefits were not paid to the workman by the Management at the time of illegal termination of his services. Prayer has been made for reinstatement into services of the workman/complainant.

2. The complaint has been resisted by the Management of BSNL who filed its written reply alleging that there is no relationship of employer and employees between the parties. The applicant/complainant is labourer of contractor whom contract has been awarded by competent authority after inviting open tenders as per codal provisions. The applicant had neither been appointed nor recruited in the employment by the Management. While denying the allegations of the workmen/claimants union, it has been stated that the claim petition is not maintainable and liable to be dismissed as the workman was working under the supervision and guidance of the contractor.

3. On the pleadings of the parties, following issues were framed on 04/4/2019:-

- 1) Whether there is a proceeding pending between the workman and the management prior to the alleged termination?
- 2) Whether the management having knowledge of the pending proceedings between the parties altered the services condition of the workman immediately before the commencement of such proceeding to the prejudice of the workman?
- 3) To what relief the workman is entitled to?

4. It is mentioned that Section 33 of the Act clearly provides that during pendency of the proceedings either before the Conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

5. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty

—the first is to find out as to whether the employer has contravened the provisions of Section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

6. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case, he did not lead any evidence. In fact, he opted not to participate in the proceedings since 12/11/2018. Ultimately this Tribunal was left with no option but to presume that the applicant/complainant was no more interested in prosecuting his case on merits and the matter was posted for passing Award vide order dated 10/2/2020.

7. At the outset it is mentioned that the applicant/complainant has neither mentioned the date as to when he was engaged/appointed by the management and as to when his services were illegally terminated by the Management, nor has disclosed as to what was his last draw wages/salary. Onus was upon the applicant/complainant to prove that he being employee of the Management, there existed relationship or employer & employee between the parties; that proceeding relating to an industrial dispute between the parties were pending at the time when service conditions of the applicant/complainant were changed by the Management/Respondent without taking leave/permission of the Court of law. The applicant/complainant has failed to discharge the onus. In view of the fact that the applicant/ complainant has not led any evidence in support of his case, this Tribunal is constrained to pass “No Dispute Award” in the matter. Award is passed accordingly.

Let a copy of this Award be sent for publication as required under Section 17 read with Section 33- A of the Act.

Dictated & corrected by me.

20th February, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 266.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड, नई टिहरी गढ़वाल, उत्तराखंड के प्रबंधतंत्र के संबद्ध नियोजकों और श्री अनिल बहुगुणा, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 84/2018) के जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल-42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 266.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 84/2018) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom (West), Bharat Sanchar Nigam Limited, New Tehri Garhwal, Uttarakhand and Shri Anil Bahuguna, Worker which was received by the Central Government on 08.03.2021.

[No. L-42025/07/2021-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI****PRESENT:** SMT. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour-II New Delhi**INDUSTRIAL DISPUTE CASE No. 84/2018**Date of Passing Award : 20th February, 2020

Shri Anil Bahuguna,
A-363 Defence Colony,
New Delhi-110024.

...Workman/Claimant

Versus

The General Manager, Telecom (West)
Bharat Sanchar Nigam Limited,
New Tehri Garhwal,
Uttarakhand

...Management/Respondent

Appearances:-

None : For the Workman

Shri Atul Bhardwaj, A/R : For the Management

AWARD

This Award shall decide a complaint moved by the applicant/complainant under Section 33-A of the Industrial Disputes Act, 1947 (in short “the Act”) against the respondent/Management, with the averments inter-alia that he has been in continuous service of the Management for the past 14 years and working as a Phone Mechanic. Though ID case No. 162/2012 for the relief of regularization of service of the workman (whose name finds mentioned at SI. No. 117 in the list of workmen) is pending adjudication before of the Tribunal, yet the Management in a malafide way terminated the services of workers including the workman/complainant, who were also in continuous service. The management neither gave any notice as required under Section 25-N of the Act, nor sought any leave/permission of the Court and thus violated the provisions of Section 33 of the Act. Even lawful dues of the workman including retrenchment compensation, notice pay and other benefits were not paid to the workman by the Management at the time of illegal termination of his services. Prayer has been made for reinstatement into services of the workman/complainant.

2. The complaint has been resisted by the Management of BSNL who filed its written reply alleging that there is no relationship of employer and employees between the parties. The applicant/complainant is labourer of contractor whom contract has been awarded by competent authority after inviting open tenders as per codal provisions. The applicant had neither been appointed nor recruited in the employment by the Management. While denying the allegations of the workmen/claimants union, it has been stated that the claim petition is not maintainable and liable to be dismissed as the workman was working under the supervision and guidance of the contractor.

3. On the pleadings of the parties, following issues were framed on 04/4/2019:-

- 1) Whether there is a proceeding pending between the workman and the management prior to the alleged termination?
- 2) Whether the management having knowledge of the pending proceedings between the parties altered the services condition of the workman immediately before the commencement of such proceeding to the prejudice of the workman?
- 3) To what relief the workman is entitled to?

4. It is mentioned that Section 33 of the Act clearly provides that during pendency of the proceedings either before the Conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

5. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty –the first is to find out as to whether the employer has contravened the provisions of section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

6. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case, he did not lead any evidence. In fact, he opted not to participate in the proceedings since 12/11/2018. Ultimately this Tribunal was left with no option but to presume that the applicant/complainant was no more interested in prosecuting his case on merits and the matter was posted for passing Award vide order dated 10/2/2020.

7. At the outset it is mentioned that the applicant/complainant has not mentioned the date as to when he was engaged/appointed by the management and as to when his services were illegally terminated by the Management. Onus was upon the applicant/complainant to prove that he being employee of the Management, there existed relationship or employer & employee between the parties; that proceeding relating to an industrial dispute between the parties were pending at the time when service conditions of the applicant/complainant were changed by the Management/Respondent without taking leave/permission of the Court of law. The applicant/complainant has failed to discharge the onus. In view of the fact that the applicant/ complainant has not led any evidence in support of his case, this Tribunal is constrained to pass “No Dispute Award” in the matter. Award is passed accordingly.

Let a copy of this Award be sent for publication as required under Section 17 read with Section 33- A of the Act.

Dictated & corrected by me.

20th February, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 267.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड, नई टिहरी गढ़वाल, उत्तराखंड के प्रबंधतंत्र के संबद्ध नियोजकों और श्री सुनील बहुगुणा, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 85/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल-42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 267.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 85/2018) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom (West), Bharat Sanchar Nigam Limited, New Tehri Garhwal, Uttarakhand and Shri Sunil Bahuguna, Worker which was received by the Central Government on 08.03.2021.

[No. L-42025/07/2021-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI****PRESENT:** SMT. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour-II New Delhi**INDUSTRIAL DISPUTE CASE No. 85/2018**Date of Passing Award : 20th February, 2020

Shri Sunil Bahuguna,
A-363 Defence Colony,
New Delhi-110024.

...Workman/Claimant

Versus

The General Manager, Telecom (West)
Bharat Sanchar Nigam Limited,
New Tehri Garhwal,
Uttarakhand

...Management/Respondent

Appearances:-

None : For the Workman

Shri Atul Bhardwaj, A/R : For the Management

AWARD

This Award shall decide a complaint moved by the applicant/complainant under Section 33-A of the Industrial Disputes Act, 1947 (in short “the Act”) against the respondent/Management, with the averments inter alia that he has been in continuous service of the Management for the past 17 years and working as a Phone Mechanic. Though ID case No. 162/2012 for the relief of regularization of service of the workman (whose name finds mentioned at SI. No. 111 in the list of workmen) is pending adjudication before of the Tribunal, yet the Management in a malafide way terminated the services of 11 workers including the workman/complainant, who were also in continuous service. The management neither gave any notice as required under Section 25-N of the Act, nor sought any leave/permission of the Court and thus violated the provisions of section 33 of the Act. Even lawful dues of the workman including retrenchment compensation, notice pay and other benefits were not paid to the workman by the Management at the time of illegal termination of his services. Prayer has been made for reinstatement into services of the workman/complainant.

2. The complaint has been resisted by the Management of BSNL who filed its written reply alleging that there is no relationship of employer and employees between the parties. The applicant/complainant is labourer of contractor whom contract has been awarded by competent authority after inviting open tenders as per codal provisions. The applicant had neither been appointed nor recruited in the employment by the Management. While denying the allegations of the workmen/claimants union, it has been stated that the claim petition is not maintainable and liable to be dismissed as the workman was working under the supervision and guidance of the contractor.

3. On the pleadings of the parties, following issues were framed on 04/4/2019:-

- 1) Whether there is a proceeding pending between the workman and the management prior to the alleged termination?
- 2) Whether the management having knowledge of the pending proceedings between the parties altered the services condition of the workman immediately before the commencement of such proceeding to the prejudice of the workman?
- 3) To what relief the workman is entitled to?

4. It is mentioned that Section 33 of the Act clearly provides that during pendency of the proceedings either before the Conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

5. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty –the first is to find out as to whether the employer has contravened the provisions of section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

6. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case, he did not lead any evidence. In fact, he opted not to participate in the proceedings since 12/11/2018. Ultimately this Tribunal was left with no option but to presume that the applicant/complainant was no more interested in prosecuting his case on merits and the matter was posted for passing Award vide order dated 10/2/2020.

7. At the outset it is mentioned that the applicant/complainant has not mentioned the date as to when he was engaged/appointed by the management and as to when his services were illegally terminated by the Management. Onus was upon the applicant/complainant to prove that he being employee of the Management, there existed relationship or employer & employee between the parties; that proceeding relating to an industrial dispute between the parties were pending at the time when service conditions of the applicant/complainant were changed by the Management/Respondent without taking leave/permission of the Court of law. The applicant/complainant has failed to discharge the onus. In view of the fact that the applicant/ complainant has not led any evidence in support of his case, this Tribunal is constrained to pass “No Dispute Award” in the matter. Award is passed accordingly.

Let a copy of this Award be sent for publication as required under Section 17 read with Section 33- A of the Act.

Dictated &corrected by me.

20th February, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 268.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, भारत संचार निगम लिमिटेड, बाबा बनारसी दास केन्द्रीय विद्यालय, दिल्ली रोड, बुलंदशहर (यू.पी.) के प्रबंधतंत्र के संबद्ध नियोजकों और महासचिव, बिजेन्द्र कुमार, बीएसएनएल अस्थाई कर्मचारी संघ पश्चिमी यूपी 04, सुभाष मार्केट रमते राम रोड, गाजियाबाद (यू.पी.) के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 158/2012) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल-40012/14/2012-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 268.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 158/2012) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Bharat Sanchar Nigam Limited, Baba Banarsi Das Kendriya Vidyalaya, Delhi Road, Bulandshahr (U.P.) and The General Secretary, Bijender Kumar, BSNL Asthai Karmchhari Sangh Paschimi UP, 04, Subhash Market Ramte Ram Road, Ghaziabad (U.P.) which was received by the Central Government on 08.03.2021.

[No. L-40012/14/2012-IR-(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI****PRESENT : SMT. PRANITA MOHANTY**, Presiding Officer, CGIT-cum-Labour Court-II, New Delhi**INDUSTRIAL DISPUTE CASE No. 158/2012**Date of Passing Award : 23rd February, 2021

General Secretary, Bijender Kumar
BSNL Asthai Karamchari Sangh
Paschimi UP, 04 Subhash Market,
Ramte Ram Marg,
Ghaziabad (UP) -201001

...Workmen/Claimants

Versus

General Manager
Bharat Sanchar Nigam Limited,
Baba Banarsi Das Kendriya Vidyalaya,
Delhi Road,
Bulandshahr (UP) 203001.

...Management/Respondent

Appearances :-

Ms. Kiran Dogra, A/R : For the Workman

Shri Ashish Bansal, A/R : For the Management

AWARD

This Award shall dispose of a reference which was made to this Tribunal by the appropriate Government vide letter No. L-40012/14/ 2012-IR(DU) dated 8th November, 2012 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:

‘Whether the action of Management in not regularizing the services of 20 workmen (list enclosed) is justified? If not, to what relief workers are entitled to ?’

2. Both parties were put to notice and the claimants/workmen Union filed statement of claim with the averments inter-alia that most of 20 Nos. of workmen whose details are given hereunder were appointed in the Department of Telecommunication, much prior to constitution of BSNL and working in the department of Telecommunication :-

Sl. No.	Name of the workmen	Date of Joining
1	Ajay Kumar Verma	10-4-1999
2	Harish Chand	9-9-2000
3	Surender Kumar	7-8-2000
4	Gajraj Singh	8-2-2000
5	Gajraj Singh s/o. Kanchhir Singh	1-3-2000
6	Hari Kishan	17-9-2000
7	Ajab Singh	25-12-1999
8	Rajender Singh @ Raju	1-2-1999
9	Vijay Kumar @ Rinku	25-3-2000
10	Sisu Pal singh	21-4-1996
11	Anand Swarup Singh Tomar	21-1-2001
12	Ram Naresh	7-9-1999
13	Ashok Kumar	7-9-2000
14	Bhupender Kumar	7-9-2000

It is pleaded that the department of Telecommunication had framed a scheme known as Casual Labour (Grant of Temporary Status Scheme) 1989 which came into force on 1/10/1989 & was applicable to all casual labourers who were engaged in the department of Telecommunication. Clause 5 of the said scheme provided that if a person continues to work for a period of 240 days in a year, he would be entitled to get temporary status and all the benefits contemplated under the said scheme. Since all the workmen/casual labourers were engaged by the Department of Telecommunication, they were entitled to get benefit of the aforesaid scheme after

completion of one year of service. The Management did not grant them temporary status after completion of one year from the date of their engagement and on completion of 240 days in one year. Rather the Department of Telecommunication decided to form a government company and to transfer all its assets, liabilities and services to the said company. Accordingly a company known as “Bharat Sanchar Nigam Limited (BSNL) was constituted and all the assets, liabilities and services of DOT were transferred to BSNL. The workers working under DOT also became the employees of BSNL. Even BSNL did not take any action to grant temporary status to the workmen engaged by DOT. However, five more persons namely Vinod Kumar, Rajiv Kumar, Rinku, Bhupender Kumar and Satya Prakash were engaged by BSNL on 2-9-2001, 7-6-2004, 7-9-2005, 1-1-2006 and 17/6/2007 respectively. Since the claimant/workmen of this proceeding had been working for past many years, they represented to the Management of BSNL for regularization of their services but to no avail. Then they approached the Labour Commissioner, Dehradun and the matter was referred for conciliation. But during the pending of the proceedings, the Management changed the service conditions of 15 Nos. of workmen in violation of the provisions of Section 33-A of the Act and terminated their services w.e.f. February, 2012. The workmen Union has annexed the list of 15 Nos. of workman whose services have been terminated illegally by the Management. Thereafter, service condition of another employee/workman Vinod Kumar was changed and he was terminated from service, during pendency of the proceedings. As such, those 16 Nos. of workmen are entitled to raise the dispute regarding their termination under Section 33-A of the Act, since their termination is without complying with the provisions of Section 25-F of the Act despite the fact that they had been working for the past more than 10 years and were entitled to be regularized. Prayer has been made for reinstatement of 16 Nos. of workmen with all back wages and for regularizing all the 20 Nos. of workmen on the post held by them for the past many years.

3. The claim petition has been resisted by the Management of BSNL who filed its written statement, alleging that there is a set procedure for appointment of employees in the government department/company and that the so called workmen/claimants had never been employees of DOT/BSNL and they were neither appointed by DOT nor by BSNL. As such, there is no relationship of Master and servant between the parties. The workmen/claimants have not averred as to whether they were appointed to do skill or unskilled normal work, supervisory work, technical work or clerical work. The workmen Union has not averred as to whether there is any resolution about the industrial dispute/cause of the so called aggrieved worker, While denying all the allegations made by the workmen/claimants union, it has been stated that the claim petition is not maintainable and liable to be dismissed with costs.

4. On the pleadings of the parties, following issues were framed on 14/5/2013 :-

- 1) Whether there exists relationship of employer and employee between the parties ?
- 2) As in terms of reference ?

5. The workmen Union in support of the case examined Shri Bijender Singh, General Secretary as WW1 and Shri Hoti Singh as WW2, who filed their evidence by way of affidavits Ex.WW1/A and Ex.WW2/A and placed reliance on the documents Ex.WW1/1 to Ex.WW1/3 and Mark-A. On the other hand, the Management in order to rebut the case of the workmen Union examined Shri Anoop Kumar Gupta, AGM who tendered his evidence by way of affidavit Ex.MW1/A.

6. Arguments were advanced by Ms.Kiran Dogra, A/R for the claimants and Shri Ashish Bansal, A/R for the Management. Perused the records carefully. The findings on the above issues are as follows.

Issue No.1 :-

7. Case of the claimants/workmen herein is that most of the workmen were engaged and appointed in the Department of Telecommunication (DOT) during the year 1999-2000, much prior to constitution of Bharat Sanchar Nigam Limited, which company was formed by DOT and all the assets, liabilities and services of the said company including the workmen/claimants were transferred to BSNL and hence they became the employees of the Management of BSNL. Five more workers namely Vinod Kumar, Rajiv Kumar, Rinku, Bhupender Kumar and Satya Prakash were engaged by BSNL on 2-9-2001, 7-6-2004, 7-9-2005, 1-1-2006 and 17/6/2007 respectively. They continued to work under the Management of BSNL for about 10 years but the Management deprived them not only of the status of temporary employee but also of the benefits of regularization.

8. Per-contra case of the Management is that the workmen/claimants were never engaged/appointed either by Department of Telecommunications or by the Management of BSNL. As such, there does not exist any relationship of employer and employees between the Management and the workmen connected with the proceedings. It was submitted on behalf of the Management that onus is upon the workmen/claimants to prove relationship of employees & employer between the parties.

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

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

11. Testimony of WW1 Bijender Kumar, General Secretary of the Union is in conformity with the averments made in the claim petition. In para 3 of his affidavit Ex.WW1/A, he has given the particulars vis-à-vis name of all the 20 workmen, place/office where they were working, duration of work/posting under different Officers/SDOs. He deposed that such particulars/details of the workmen were also submitted during Conciliation Proceedings. This witness filed documents Ex.WW1/1 to Ex.WW1/3. Ex.WW1/1 is stated to be the copy of Casual Labourers (Grant of Temporary Status & Regularization) Scheme pertaining to the employees/workmen of DOT; Ex.WW1/2 is the copy of letter dated 13/3/2012 which Asstt. Labour Commissioner had sent to the Management regarding termination of services of 15 Nos. of workers during pendency of conciliation proceedings. Document Ex.WW1/3 (colly.) purportedly are the copies of complaints of telephones given to/attended by the claimants and certificates from the concerned customers regarding functioning of the telephone after removal of defect/s therein. In cross examination, while admitting that he has not filed any ID card issued by the Management in respect of any of the workmen, he explained that no ID card was ever issued to the workmen by the Management and that the salary was paid in cash to the workmen. He reiterated that 14 Nos. of workmen whose details find mention in para 3 of his claim petition (as reproduced in para 2 hereinabove) were employed in DOT and later on were absorbed by BSNL, but no appointment letter, ID card or salary slip were also issued to them by DOT or BSNL. He explained that the signature of SDO appears at the bottom of document Ex.WW1/3 but admitted that there are additions about the name of the workmen, who attended such complaints, relating to entries at pages 1, 5, 8, 17, 19, 33, 35, 36, 38, 40, 42, 43 etc. etc. He reiterated that all the DOT employees were automatically absorbed in BSNL. He admitted that letters which are at page Nos. 6, 18, 51, 64, 65, 66, 71, 72, 74 to 80, 91, 92, 96 to 101, 172, 175 to 180, 186, 190 to 199, 224, 226, 228, 230, 232, 234, 236, 240, 243, 244, 246 and 248 to 279 (total 89 pages) in Ex.WW1/3 (colly.) were never given in original to the Management, but only photocopies of the same were given to the Management, though same were addressed to the Management. All these letters are the reports that were called by the Management. He admitted that document filed at page No.3 of Ex.WW1/D-1 (colly.) shows that the same was originally issued to Shri Nagar Singh by the Management, for rectification of 13 different telephone numbers on 2/7/2013, whereas the document at page No.10 of Ex.WW1/3 (colly.) shows that the name of Raju alongwith Nagar Singh and the addition of telephone numbers at Sl.No.14 to 19. He also admitted that document at page No.5 of Ex.WW1/D-1 was issued by the Management to Shri Nagar Singh on 9/5/2013 which contained 15 different telephone numbers and on the top, addition of telephone Nos. from Sl.No.16 to 20 were added by Shri Raju.

12. WW2 Hoti Singh testified that he retired from BSNL in the post of Telephone Mechanic 31/1/2011 and 20 Nos. of workmen/claimants of this proceeding had worked under his control & supervision from time to time on various occasions for the last 10 to 12 years and all these workers during his tenure, were in the employment of BSNL. According to him, he had also addressed a letter dated 9/1/2012 (Ex.WW2/1) to the Assistant Labour Commissioner, though he showed his ignorance about the contents of the same. In cross examination, he explained that salary used to be paid to the workmen in cash and that all the workmen were engaged by BSNL and DOT. He could not tell the date, month and year of the engagement of the workmen herein. He admitted that all the workmen herein had never applied or submitted any application form for absorption in BSNL. In reply to specific question as to whether he had filed any document showing that all the workmen have worked under him for 240 days, he deposed in affirmative, stating that he could show from his diary Ex.WW2/MI-X. He admitted that workmen mentioned in para 4 of his affidavit at Sl.No.15, 17, 18 and 19 are his sons.

13. Though affidavit of MW1 Anoop Kumar Gupta is in consonance with the averments made in the written statement, in his cross examination admitted that Raju and Nagar Singh, the workmen relating to this proceedings, were the linemen of BSNL but showed his ignorance about the workmen Raju. He could not say if the document Ex.WW1/3 (colly.) at page Nos.7, 8 and 10 contained endorsement showing that the fault of the line as received from the customer were attended by the lineman Raju and same was countersigned by the SDO. He explained that the document marked as Ex.WW1/3 (colly.) at page No.10 contained the number of the faulty

telephone assigned to a particular lineman. He could not say if in the year 2012, an inquiry was conducted by the EPFO regarding deposit of EPF of the workmen herein or that during that inquiry the Management had admitted about the workmen of this proceedings, as the persons serving under the employment of Management. After seeing the documents marked as A,B, C and D, he stated that these appear to be the documents relating to the EPFO inquiry. Mr. Idriksh and Mr.MK Sharma, the SDO (Marketing) Bulandshahar had furnished all the details and documents to the Inspector of EPFO.

14. It is manifest from the aforesaid evidence adduced on record, coupled with documents Ex.WW1/3 (colly.) as also the documents Mark A to D that the claimants/workmen worked under the Management of BSNL continuously from the year 2004 onwards and they attended to the telephone complaints of the customers and that is why certificates/reports regarding setting right of the telephone connection were given by the customers. Merely because the workmen herein submitted only photocopies of the original reports obtained from the customers instead of original reports which are supposed to be in the custody of the Management does not falsify the claim of the workmen that they had attended to the complaints relating to the telephone connection of the customers of BSNL from time to time during the period from 2004 to 2013 and had thus worked under BSNL for 240 days in a year. Had the claimants/workmen not been working under the Management, there would not have been occasion for them to attend to the telephone complaints and procure satisfactory reports/certificates from the customers of BSNL regarding proper functioning of the telephone connection after removal of defect. Even MW1 has admitted that Shri Nagar Singh and Raju were the Linemen working under the Management. Even WW2 Shri Hoti Singh has also categorically deposed that all the workmen relating to these proceedings, worked under his supervision and control from time to time for the last 10 to 12 years prior to his superannuation from BSNL on 31/1/2011 and the workmen were paid wages in cash. It is not the case of the Management that Hoti Singh has not superannuated from BSNL. Even the names of these workmen appear in the documents furnished by the Management (Mark A to D) during the inquiry conducted by EPFO department. Thus, all these evidence proves on record that the claimants/workmen were duly engaged by the Management of BSNL – may be on temporary or casual basis. As such, it clearly establishes relationship of employer-employee between the Management and claimant. In this regard, reference can be made to the decision in the case of Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Courtt 2532, wherein the Hon'ble Apex Court while interpreting the provisions of Section 2(S) of the Act which deals with the definition of "workman" has observed as under :-

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

It is clear from the perusal of aforesaid observations that even if a person is engaged on temporary, part time or contract basis or for doing any other kind of work and is duly paid wages for the said work, in that eventuality such a person would be covered by the definition of "workman" as provided in Section 2(S) of the Act. Consequently, it is held that there existed relationship of employee –employer between the workman/claimant and the Management. This issue is decided accordingly in favour of the workmen/claimants.

Issue No.2 :-

15. At the outset it may be mentioned that the appropriate Government referred the dispute regarding regularization of the services of 20 Nos. of workmen (as per list enclosed). The said list containing the names, parentage, residence, date of engagement/employment, place of present posting and wages in respect of those 20 Nos. of workmen which was annexed alongwith the reference, is now marked as Ex.C-1 (for the sake of identification). According to the case of the workmen Union, during pendency of conciliation proceedings, services conditions of 15 Nos. of workmen - whose details are given in the list/document Ex.WW1/2 were changed by the Management, in violation of the provisions of Section 33-A of the Act & terminated their services w.e.f. February, 2012, whereas services of one more workman namely Vinod Kumar posted at Sikarpur, Moti Bagh Telephone Exchange, were also terminated during pendency of the proceedings.

16. It may also be mentioned that Section 33 of the Act clearly provides that during pendency of the proceedings either before the Conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the

Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

17. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty – the first is to find out as to whether the employer has contravened the provisions of Section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

18. While deciding issue No.1 above, this Tribunal has already held that there existed relationship of employer & employees between the Management and the workmen/claimants who have filed their claims through the Union. The claimants/workmen Union has filed on record copy of letter dated 13/3/2012 (Ex.WW1/2), a perusal of which shows that Shri K.S. Guru, Asstt.Labour Commissioner had conveyed to the Management on the basis of information received from General Secretary of the Union that services of 15 Nos. of workers have been terminated by the Management of BSNL., though an industrial dispute filed by the Union for regularization of the services of the workmen was pending. The letter Ex.WW1/2 impliedly means that conciliation proceedings were still pending when the services of 15 Nos. of workmen herein (whose particulars are given in list Ex.WW1/2) were disengaged/terminated w.e.f., February, 2012. Services of another workman namely Vinod Kumar posted at Sikarpur, Moti Bagh Telephone have also been terminated by the Management of BSNL. All this has been done by the Management of BSNL **without any express permission from the Competent Authority or from any Court/Tribunal.** The Management of BSNL has not filed on record any document to show that any approval application was filed by the Management before ALC or the Labour Court before altering the service conditions of the aforesaid workmen. Needless to mention that discharge/dismissal of the workman from employment, without complying with the provisions of Section 33(2)(b) of the Act, by an employer amounts to altering the terms & conditions of his employment. All these facts clearly indicate that the Management of BSNL has contravened the provisions of Section 33. It is fairly settled that conditions contained in the proviso to Section 33(2)(b) of the Act are mandatory in nature and non-compliance of the same would render the order of discharge or dismissal void or inoperative. This view, of this tribunal finds support from the decision reported in **2003 LLR 68 Indian Telephone Industries Ltd.Vs. PrabhakarH.Manvare.** Since the Management of BSNL has terminated the services of 16 Nos. of workmen (i.e. 15 Nos. of workmen whose particulars are given in the document Ex.WW1/2 and that of workman Vinod Kumar) without any approval from the Competent Authority and without payment of wages for one month, as provided under Section 33(2)(b) of the Act, such action of the Management is held to be illegal and void. An adjudication order in this regard has already been made while deciding ID No. 01/2016 filed separately by these workmen.

19. Now the question that needs consideration is whether these claimants/workmen are entitled to any incidental relief of payment of back wages and/or reinstatement of service with full back wages. It stands proved on record that the workmen were continuously in the employment of the Management for the last about 10 years or so. No show cause notice or charge-sheet issued to them by the Management before terminating their services. Needless to mention here that Provisions of Section 33(2)(b) of the Act are almost akin to the provisions of Section 25-F of the Act as both these provisions lay down certain conditions precedent to the retrenchment/discharge of workmen and also requires the employer to give one month's wages in lieu of notice.

23) The Hon'ble Apex Court in case **"Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya"** reported as (2013) 10 SCC 324 while discussing various other judgments on the point came to hold that:

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

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

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

21. As per pleadings and evidence adduced on record, the workmen whose services were terminated, were not selected after undergoing any written test or interview etc. Neither it has been pleaded nor proved on record that the workmen whose services have been terminated by the Management during pendency of the conciliation proceedings, were/are unemployed since after termination. They were also not the regular or permanent employees of the Management of BSNL. As per document Mark-D, last drawn wages of the workmen/claimants was Rs.2000/ per month. It is fairly settled that there are number of factors which are required to be considered by the Tribunal while considering the question of reinstatement with back wages.

22. It has been held in the case of Hari Nandan Prasad Vs. Food Corporation of India (2014) 7 Supreme Court cases 190 as under :-

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

23. Having regard to the ratio of law as enunciated above and the facts & circumstances of the case, this Tribunal is of the view that lumpsum compensation of Rs.4,00,000/- (Rupees four Lakh) each to the terminated workmen, would be just and reasonable. Such sum is payable to each of the claimants/workmen whose particulars are given in document Ex.WW1/2, as well as to the workman Vinod Kumar.

24. Now, an important question/issue arises for consideration is as to whether 4 Nos. of workmen/claimants who claimed to be still working with the Management are entitled to be regularized to the post/s to which they are working. I may mention that if the names of 16 Nos. of workmen (i.e. 15 Nos. of workmen whose names find mention in the document Ex.WW1/2 and one Shri Vinod Kumar) are excluded from the list Ex.C-1 containing the names of 20 workmen (on whose behalf the instant statement of claim has been preferred), 4 Nos. of workmen/claimants whose case requires consideration for regularization are Rajiv Kumar, Hari Kishan, Vijay alias Rinku and Bhupender Kumar alias Banti (their particulars are given at Sl.No.7, 10, 13 and 18 of the list Ex.C-1). The list Ex.C-1 shows that the workman Rajiv Kumar joined the services of BSNL on 7/6/2001, whereas other three joined in the year 2000. It seems that these workmen had completed service of more than 10 years, when the reference was made to this Tribunal vide letter dated 8/11/2012.

25. It is fairly settled that there is no fundamental right of those workers who have been employed as daily wager or temporarily or on contractual basis to claim that they have a right to be absorbed in service. Even such workers even serving for a long number of years will not become entitle to claim regularization if he is not working against a sanctioned post.

26. Hon'ble Supreme Court in the case of Hari Nandan Prasad and another Vs. Food Corporation of India 2014) 7 Supreme Court cases 190 held as under :-

“... We are of the opinion that when there are posts available, in the absence of any unfair labour practice, the Labour Court would not give direction for regularization only because a worker has continued as daily wage worker/adhoc/temporary worker for number of year. Further, if there are no posts available, such a direction for regularization would be impressible. In the abovesaid circumstances, giving of direction to regularise a person, only on the basis of number of years put in by

such a worker as daily wager etc., may amount to backdoor entry into the service which is an anathema to Article 14 of the Constitution. Further such a direction would not be given when the concerned worker does not meet the eligibility requirement of the post in question as per the Recruitment Rules. **However, wherever it is found that similarly situated workmen are regularized by the employer itself under some scheme or otherwise and the workmen in question who have approached Industrial/Labour Court are at par with them, direction of regularization in such cases may be legally justified, otherwise non regularization of the left over workers itself would amount to invidious discrimination qua them in such cases and would be violative of Article 14 of the Constitution. Thus, the Industrial adjudicator would be achieving the equality of upholding Article 14 rather than violating this constitutional provision."**

27. The Hon'ble High Court of Delhi in the case of **Project Director, Department of Rural Development Versus its Workmen through D.P.V.V.I.E.Union (W.P. –Civil No. 17555/2005 – decided on 29/3/2019)** after referring to number of judgments including the judgement of Hon'ble Apex Court in the case of **Secretary, State of Karnataka and other Vs Uma Devi, 2006 (4) SCC 1** and of Delhi High Court in the case of **Anil Lamba and others Vs. GNCTD WP (Civil) No.958/2018**, has observed in para 27 as under :-

"In my view, the rigors applicable for grant of regularization in cases of public employment cannot be read in such a manner so as to take away the wide powers of an Industrial Tribunal under the ID Act. It needs no reiteration that the basic tenets of service law are very different from those of labour law and therefore, the safeguards put in place to protect the interests of workmen cannot be conflated with the service rules and regulations applicable to government employees in the public sector. Both of them stand on different footing and can neither be tested on the same touchstone nor enforced on the same manner. Therefore, I am of the opinion that neither the decision in Uma Devi (supra) and Anil Lamba (supra) has any application to the facts of the present case. **Even otherwise, a perusal of the decision in Uma Devi (supra) shows that with respect to the regularization of temporary employees, the Supreme Court itself had specifically carved out an exception for those contractual employees who, though appointed regularly, had completed at least 10 years of service. In the facts of the present case, the respondents/workmen have as on date completed more than twenty-two years of service, and therefore, even as per the decision in Uma Devi (supra), they would be entitled to the regularization of their services."**

From the above rulings, it is clear that ordinarily the Labour Court/Industrial Adjudicator should not issue direction for regularization of the workman engaged/working on casual/daily wage basis irrespective of his length of service unless there is a Scheme/policy of the Management & unless **similarly situated workmen have been regularized by the employer/Management under the said policy/Scheme and benefit of such scheme/policy has been declined to the other. However, the Industrial Tribunal is vested with powers to curb unfair labour practices being adopted by the employer/s.**

28. It is evident that the claimants/workmen have been working with the Management continuously and uninterruptedly since 2001 as casual/temporary worker under the Management and rendering services to a post, nature of which is considered to be perennial. The Management has deprived them the status & privilege of permanent/regular employee. Employing workmen as "badlis", casuals or temporaries and to continue them as such for years together with the object of depriving them of the status & privileges of permanent workman amounts to unfair labour practice in terms of Section 2(ra) read with Fifth Schedule of the Act. It emerges that the Management has adopted unfair labour practice in depriving the workmen/claimants herein of the status & benefit of permanent workman and such a practice is required to be curbed.

29. It has also come on record that these 4 Nos. of workmen/claimants are not being paid wages as per pay-scale for their respective categories and are paid wages less than that being paid to their regular counterparts. Once the workmen/claimants are doing same duties and responsibilities as are being performed by regular employees of the Management, **they are entitled to get wages at par with those of regular employees, on the principle of "Equal Pay for Equal Work"**

30. Hon'ble the Apex Court in the case of **State of Punjab and others Vs. Jagjit Singh and others, 2017Lab.L.C. 427** while upholding the principle of "equal pay for equal work" even for temporary employees observed as under :-

"The principle of "equal pay for equal work" can be extended to temporary employees (differently described as work-charged, daily wage, casual, adhoc, contractual and the like). It is fallacious to determine artificial parameters to deny fruits of labour. An employee engaged for the same work, can not be paid less than another, who performs the same duties and responsibilities. Certainly not, in a welfare State. Such an action besides being demeaning, strikes at the very

foundation of human dignity. Any one, who is compelled to work at a lesser wage, does not do so voluntarily. He does so, to provide food and shelter to his family, at the cost of his self respect and dignity, at the cost of his self worth, and at the cost of his integrity. For he knows, that his dependents would suffer immensely, if he does not accept the lesser wage. Any act, of paying less wages, as compared to others similarly situate, constitutes an act of exploitative enslavement, emerging out of a domineering position. Undoubtedly, the action is oppressive, suppressive and coercive, as it compels involuntary subjugation. “

31. In view of the rulings and facts of the case as discussed hereinabove, it is held that the workmen namely Rajiv Kumar, Hari Kishan, Vijay alias Rinku and Bhupender Kumar alias Banti (whose particulars are given at Sl.No.7, 10, 13 and 18 of the list Ex.C-1), shall be entitled to get wages as per pay-scale for their respective categories **w.e.f. 8/11/2012** – the date when the matter was referred to this Tribunal by the appropriate Govt,

32. As regards regularization of services of the workmen/claimant, it is worthwhile to mention here that the claimants/workmen have not led any cogent evidence to show that they were eligible (age-wise and qualification-wise) for recruitment for Government job, on the date when they were initially engaged for rendering services in BSNL. There is also nothing on record to suggest that these workmen/claimants are having requisite qualification for technical post of Phone/Telephone Mechanic etc. For want of requisites for regularization of the job of the claimants, the Management is directed to consider case of these four claimants/workmen (namely Rajiv Kumar, Hari Kishan, Vijay alias Rinku and Bhupender Kumar alias Banti), for regularization of service as per its prevailing scheme/policy within a period of three months from the date of publication of the Award. While regularizing services of the workmen/claimants, the Management shall keep in mind age, qualification and length of service etc. rendered by the claimants and any policy in this behalf.

ORDER

The reference is answered on the contest in favour of the workmen. The Management is directed to pay lumpsum compensation of Rs. four Lakh each to the retrenched/terminated workmen/claimants (whose particulars are given at Sl.No.1 to 6, 8, 9, 11, 12, 14 to 17, 19 and 20 in the list Ex.C-1); to pay wages to the serving workmen (namely Rajiv Kumar, Hari Kishan, Vijay alias Rinku and Bhupender Kumar alias Banti at Sl.No.7, 10, 13 and 18 in the list Ex.C-1) as per regular pay-scale for their respective categories **w.e.f. 8/11/2012** and to consider cases for regularization of the service of the workmen Rajiv Kumar, Hari Kishan, Vijay alias Rinku and Bhupender Kumar alias Banti as per its prevailing scheme/policy, within a period of three months from the date of publication of the Award. Award is passed accordingly. Lists Ex.C-1 and document Ex.WW 1/2) shall form part of this Award. Let copy of this Award be sent for publication as required under Section 17 of the Act.

Dictated & Corrected by me.

23rd February, 2021

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 8 मार्च, 2021

का.आ. 269.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रबंध निदेशक, दिल्ली मेट्रो रेल कॉर्पोरेशन लिमिटेड, मेट्रो भवन, बाराखंभा रोड, नई दिल्ली ; उत्तर प्रदेश औद्योगिक सुरक्षा सेवाएँ, रामा मार्केट, जी-ब्लॉक, सब्जी मंडी, हरोला, सेक्टर -5, नोएडा ; इरकॉन इंटरनेशनल लिमिटेड, डीएमआरसी, 1-ए, प्रोजेक्ट, 501, पालिका बाजार, सेक्टर -13, आर.के. पुरम, नई दिल्ली के प्रबंधतंत्र के संबद्ध नियोजकों और श्री विकास, पुत्र श्री हंस राज शर्मा, द्वारा प्रगतिशील मजदूर संघ, I-148 और 161, करमपुरा, नई दिल्ली के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 186/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल-42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 269.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 186/2019) of the Central Government Industrial-Tribunal-cum Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The Managing Director, Delhi Metro Rail Corporation Ltd., Metro Bhawan, Barakhamba Road, New Delhi; Uttar Pradesh Industrial Security Services, Rama Market, G-Block, Sabzi Mandi, Harola, Sector-5, Noida-3, UP; Ircon International Ltd., DMRC, 1-A, Project, 501, Palika Bazar, Sector-13, R.K. Puram, New Delhi and Shri Vikash, S/o Shri Hans Raj Sharma, Through- Pragatisheel Mazdoor Sangh, I-148&161, Karampura, New Delhi which was received by the Central Government on 08.03.2021.

[No. L-42025/07/2021-IR-(DU)]

D. K. HIMANSHU, Under Secy.

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. 186/2019**Date of Passing Award- 22nd February, 2021****Between:**

Shri Vikash,
S/o Shri Hans Raj Sharma,
Through-Pragatisheel Mazdoor Sangh,
I-148&161, Karampura, New Delhi- 110015.

... Claimant

Versus

1. The Managing Director,
Delhi Metro Rail Corporation Ltd.
Metro Bhawan, Barakhamba Road, New Delhi-110001.
2. Uttar Pradesh Industrial Security Services,
Rama Market, G-Block, Sabzi Mandi, Harola, Sector-5,
Noida-3, UP-201301.
3. Ircon International Ltd.,
DMRC, 1-A, Project, 501, Palika Bazar,
Sector-13, R.K. Puram, New Delhi- 110066.

...Managements

Appearances:-

None for workman (A/R) : For the claimant

Shri Aryan Tyagi (A/R) : For the Management

AWARD

This is an application filed u/s 2(a)(2) of the ID Act by the claimant seeking remedy against the legal termination made by the management with the relief like back wages and other benefits.

This claim in short is that the management no.1 DMRC is the principal employer whereas the management no.3 is a contractor under the management no.1 for providing security guard. The management no.2 is a sub contractor under the management no.3. On 01.09.2017 the claimant workman was appointed as a security guard by the management no.2 on a monthly salary of Rs. 14000/-. But no appointment letter was given to him. Though the workman was working sincerely to the satisfaction of the employer and virtually working for 12hrs in a day, no overtime wage was paid to him. Thus, the workman was often demanding the overtime dues and other facilities before the management no.2 and 3. He had also filed a complaint in this regard before the Assistant Labour Commissioner Delhi. Having come to know about the complaint lodged, the management no.2 was in search of an opportunity to get rid. On 24.11.2018 his service was terminated by management no.2 under the instruction of management no.1 and 3 without assigning any reason. At the time of termination neither

the retrenchment notice nor the retrenchment compensation was paid. Having no other remedy the workman filed a complaint before the labour commissioner where a conciliation proceeding was initiated. But for the adamant attitude of the management the conciliation failed. The present claim petition has been filed on failure of such conciliation.

Notice being issued management No.1 DMRC appeared and filed written statement denying the employer and employee relationship with the claimant. Management No. 2 and 3 though appeared did not file any written statement. At this juncture the claimant on 29.01.2020 filed an application praying withdrawal of the claim petition for the reasons stated therein. Hence, ordered.

ORDER

The claim petition is disposed off without any relief as withdrawn by the claimant and this no dispute award is accordingly passed. Send a copy of this award to the Appropriate Government for notification as required under section 17 of the ID act 1947.

The reference is accordingly answered.

Dictated & Corrected by me.

22nd February, 2021

PRANITA MOHANTY, Presiding Office

नई दिल्ली, 8 मार्च, 2021

का.आ. 270.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रबंध निदेशक, दिल्ली मेट्रो रेल कॉर्पोरेशन लिमिटेड, मेट्रो भवन, बाराखम्भा रोड, नई दिल्ली; उत्तर प्रदेश औद्योगिक सुरक्षा सेवाएँ, रामा मार्केट, जी-ब्लॉक, सब्जी मंडी, हरोला, सेक्टर -5, नोएडा ; इरकॉन इंटरनेशनल लिमिटेड, डीएमआरसी, 1-ए, प्रोजेक्ट, 501, पालिका बाजार, सेक्टर -13, आर.के. पुरम, नई दिल्ली के प्रबंधन के संबद्ध नियोजकों और श्री बृजेश कुमार शर्मा, पुत्र श्री ज्योति प्रसाद शर्मा, द्वारा प्रगतिशील मजदूर संघ, I-148 और 161, करमपुरा, नई दिल्ली के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 187/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को 08.03.2021 को प्राप्त हुआ था।

[सं. एल-42025/07/2021-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 8th March, 2021

S.O. 270.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 187/2019) of the Central Government Industrial Tribunal-cum-Labour Court -2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The Managing Director, Delhi Metro Rail Corporation Ltd., Metro Bhawan, Barakhamba Road, New Delhi ; Uttar Pradesh Industrial Security Services, Rama Market, G-Block, Sabzi Mandi, Harola, Sector-5, Noida-3, UP; Ircon International Ltd., DMRC, 1-A, Project, 501, Palika Bazar, Sector-13, R. K. Puram, New Delhi and Shri Brijesh Kumar Sharma, S/o Shri Jyoti Prasad Sharma, Through-Pragatisheel Mazdoor Sangh, I-148&161, Karampura, New Delhi which was received by the Central Government on 08.03.2021.

[No. L-42025/07/2021-IR-(DU)]

D. K. HIMANSHU, Under Secy.

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. 187/2019

Date of Passing Award- 22nd February, 2021

Between:

Shri Brijesh Kumar Sharma,
S/o Shri Jyoti Prasad Sharma,
Through-Pragatisheel Mazdoor Sangh,
I-148&161, Karampura, New Delhi- 110015.

... Claimant

Versus

1. The Managing Director,
Delhi Metro Rail Corporation Ltd.
Metro Bhawan, Barakhamba Road, New Delhi-110001.

2. Uttar Pradesh Industrial Security Services,
Rama Market, G-Block, Sabzi Mandi, Harola, Sector-5,
Noida-3, UP-201301.

3. Ircon International Ltd.,
DMRC, 1-A, Project, 501, Palika Bazar,
Sector-13, R.K. Puram, New Delhi- 110066.

...Managements

Appearances:-

None for workman (A/R) : For the claimant.

Shri Aryan Tyagi (A/R) : For the Management

AWARD

This is an application filed u/s 2(a)(2) of the ID Act by the claimant seeking remedy against the legal termination made by the management with the relief like back wages and other benefits.

This claim in short is that the management no. 1 DMRC is the principal employer whereas the management no.3 is a contractor under the management no. 1 for providing security guard. The management no.2 is a sub contractor under the management no.3. On 01.12.2015 the claimant workman was appointed as a security guard by the management no. 2 on a monthly salary of Rs. 15500/-. But no appointment letter was given to him. Though the workman was working sincerely to the satisfaction of the employer and virtually working for 12hrs in a day, no overtime wage was paid to him. Thus, the workman was often demanding the overtime dues and other facilities before the management no.2 and3. He had also filed a complaint in this regard before the Assistant Labour Commissioner Delhi. Having come to know about the complaint lodged, the management no.2 was in search of an opportunity to get rid. On 24.11.2018 his service was terminated by management no.2 under the instruction of management no.1 and3 without assigning any reason. At the time of termination neither the retrenchment notice nor the retrenchment compensation was paid. Having no other remedy the workman filed a complaint before the labour commissioner where a conciliation proceeding was initiated. But for the adamant attitude of the management the conciliation failed. The present claim petition has been filed on failure of such conciliation.

Notice being issued management no.1 DMRC appeared and filed written statement denying the employer and employee relationship with the claimant. Management no.2 and 3 though appeared did not file any written statement. At this juncture the claimant on 29.01.2020 filed an application praying withdrawal of the claim petition for the reasons stated therein. Hence, ordered.

ORDER

The claim petition is disposed off without any relief as withdrawn by the claimant and this no dispute award is accordingly passed. Send a copy of this award to the Appropriate Government for notification as required under section 17 of the ID act 1947.

The reference is accordingly answered.

Dictated & Corrected by me.

22nd February, 2021

PRANITA MOHANTY Presiding Officer

नई दिल्ली, 10 मार्च, 2021

का.आ. 271.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. -1, धनबाद के पंचाट (संदर्भ संख्या 11/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05.03.2021 को प्राप्त हुआ था।

[सं. एल-20012/77/2013-आईआर (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 10th March, 2021

S.O. 271.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 11 of 2014) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 05.03.2021.

[No. L-20012/77/2013-IR(CM-I)]

RAJENDER SINGH, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**

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

Reference: No. 11/2014

Employer in relation to the management of Barora Area of M/s. BCCL

AND**Their workman**

Present: Shri Dinesh Kumar Singh Presiding Officer

Appearances:

For Employer : Sri D. K. Verma, Advocate

For workman : Sri R. N. Sinha, Advocate

State : Jharkhand

Industry:- Coal

Dated 29.01.2021

AWARD

By Order No.L-20012/77/2013- IR(CM-I) dated 12.02.2014, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Barora Area of BCCL in wrongly absorbing Sri Ram Sihashan Singh Cat-I instead of Cat-D w.e.f. 17.2.1989 is fair and justified? To what relief the workman is entitled to?”

2. After receipt of the reference, both the parties were noticed. The Branch Secretary of Rashtriya Colliery Mazdoor sangh of BCCL Colony Dugda, Bokaro has filed its written statement of claim on 18/03/2014 and the management of Barora Area of M/s. BCCL has filed its written statement cum rejoinder on 17/12/2014.

The Branch Secretary of Rashtriya Colliery Mazdoor Sangh of BCCL Colony Dugda, Bokaro has filed rejoinder to the written statement of the management on 12/02/2015.

3. The claim of the concerned workman as per written statement filed by Rashtriya Colliery Mazdoor Sangh is as follows:-

That the concerned workman namely Ram Sihasan Singh was interviewed for the post of Trainee by the BCCL after being sponsored by the Employment Exchange, Dhanbad and subsequently after his selection, he was offered the post of Trade Apprentice on consolidated stipend of Rs. 380/- for a period of one year vide order no. 88 dated 16/17-02-1989 on condition that on completion of training he would be absorbed as Helper Trainee (Turner) but after completion of training the concerned workman was appointed in category-1 which is meant for unskilled/mazdoor. After that the concerned workman brought the facts of mistake/anomaly to the notice of the management vide letter dated 19/12/1991 and subsequently vide letter dated 30/01/1992 but the workman was given notional seniority w.e.f. 01/09/1990 by the then Dy. Chief Personnel Manager, Barora Area vide office order no. 1365/4685 dated 15/01/1993. In the light of such, the joining report of the concerned workman was accepted provisionally vide Memo No. 9382 dated 16/17-02-1989 and after verification of his certificate, notional seniority was given w.e.f. 01/10/1992 vide office order 124/793/95 dated 02/05-05-1995, which should have been w.e.f. 17/02/1990, the initial date of appointment and the main issue relating to appointment/observation in category V/D remained in abeyance. Some of the workers namely Satadeo Singh, Sudama Sao, Rajendra Thakur, Ram Chandra Lohar, Samir Kumar Mitra who had less qualification than the concerned workman were appointed in skilled category and subsequently others were appointed in category III/E in 2000 ignoring the observation of the Hon'ble High Court Calcutta and clarification issued by Govt. Of Bihar, Dept. Of Labour & Employment, so there is discrimination between the concerned workman and similar or less qualified person. The concerned workman had been working in Excavation Wings where category E is the lowest grade but the concerned workman was given this post after 2 years and 8 months without any monetary benefit from retrospective date i.e. 1990. The industrial dispute for monetary benefit of concerned workman was raised by Coal India ITI Employees Association and the management had assured the Association to solve the dispute within two months but the same was not done. In the meantime some of the workman had filed a writ petition in the High Court of Calcutta and the same was remitted back to the Director Personnel for consideration of the entire matter afresh within a period of two months from the date of communication. The Government of Bihar, Department of Labour & Employment had already clarified that the persons who had been awarded National Apprenticeship Certificate are Skilled Artisan/worker, so the concerned workman is entitled to his growth as category 'D' w.e.f. 17/02/1989, category 'C' w.e.f. 17/02/1993, category 'B' w.e.f. 17/02/1997, category 'A' w.e.f. 17/02/2001, and Special category w.e.f. 17/02/2005.

A prayer has been made to pass an award in favour of the concerned workman.

4. The case of the management as per its written statement filed by General Manager Barora Area of M/s. BCCL is as follows:-

That the present reference is not maintainable either in law or in facts as it is a stale dispute which is not even an industrial dispute as more than 25 years have elapsed. The concerned workman was offered employment in 1989 as Trade Apprentice on consolidated stipend of Rs. 380/- for a period of one year and the concerned workman had joined service on 22/02/1989 after accepting the offer of appointment of BCCL. The period for employment of the concerned workman in company was for one year from the date he would report to the principal, EMTI, Dhansar and on successful completion of his training he might be absorbed in the company as helper trainee (Turner) in Category-I under NCWA-III as per appointment letter dated 17/01/1989, which was accepted by the concerned workman. Thereafter on completion of training of the concerned workman, the competent authority placed the service of workman as helper trainee (Turner) Category-I at Damoda Colliery of M/s. BCCL vide order dated 21/09/1990 and accordingly the concerned workman joined Damoda Colliery as helper trainee (Turner) in Category-I, so the concerned workman had accepted the terms and conditions of the employment and joined the BCCL. The management had clearly stipulated the terms and conditions of the employment and the workman was at liberty to accept the offer of appointment and reject it

but once he had accepted the terms and conditions mentioned in the offer of appointment he could not raise the issues regarding the offer of appointment after accepting the same.

The management by way of rejoinder has stated that the statement made in Paragraph 1, 2, 3,4,5,6,15,16 and 17 of written statement of sponsoring union are matter of record, the statement made in Paragraph 7, 8, 9, 10, 11, 12, 13, 14 and 19 of written statement of sponsoring union are not relevant and the statement made in paragraph 18 of the written statement of sponsoring union is not correct.

A prayer has been made by the management to hold the action of the management as fair and justified.

5. The sponsoring union has filed rejoinder to the written statement filed by the management in which all the averments made by the management has almost been denied.

6. The sponsoring union has examined three witnesses they are WW-1 Ram Sihasan Singh, the concerned workman, WW-2 Surendra Prasad and WW-3 Satya Deo Singh.

7. The WW-1, Ram Sihasan Singh who is the concerned workman of this case has deposed that at present he is working in B category under M/s. BCCL at Barora Area. He has further stated that he had joined BCCL on 17/02/1989 as Trade Apprentice on consolidated stipend of Rs. 380/- per month for a period of one year vide order no. 88 dated 16/17-02-1989 with a condition that on completion of training he would be absorbed as Helper Trainee (Turner). He has also deposed that he was issued offer of appointment vide letter no. 4295 dated 17/01/1989 as Trade Apprentice (Turner) under the Apprenticeship Act, 1961 and he had made protest about the said appointment on the ground that he had already completed the said course under the Act at Heavy Engineering Corporation, Ranchi and subsequently the management informed that after verification his joining report would be accepted. He has also stated that in course of his training, verification was done and accordingly he was placed as Helper Trainee (Turner) from retrospective date i.e. 08/02/1989 vide office order no. 1365/4685/93 dated 15/01/1993 and he was placed in category of unskilled/mazdoor. He has also stated that management had kept him in category of Mazdoor for a considerable long period of more than 21 years which is not inconformity with the rules and precedence in view of his educational and technical qualification. He has also deposed that persons in Category III (Technician) were appointed during the year 2000 and on completion of one year were appointed in category D (Skilled) like Khagendra Rawani but his case had been ignored by the management which amounts to discrimination. He has further stated that Satyadeo Singh, Sudama Sao, Rajendra Thakur, Ram Chandra Lahar and Samir Kr. Mitra who were holding less qualification than him but they were appointed in Skilled Category. He has also deposed that the Director Department of Labour & Employment Govt. Of Bihar vide letter no. 4 dated 02/12/1983 has confirmed that those who holds National Apprenticeship Certificate are placed in the Skilled Category. He has also deposed that he had raised the matter before the management for his initial appointment in the category of skilled workers but no action had been taken. He has also deposed that he had raised the matter before the union and consequently union had raised the demand but management had refused to accept the demand. He has further deposed that he would had be appointed in category D w.e.f. 17/02/1989.

In the cross-examination he has deposed that he was referred for the post of Apprentice and he was appointed as per Exhibit W-1. He has also stated that he was regularised as category-I Mazdoor and he had filed dispute regarding his regularisation in Category 'D'. He has further deposed that he raised the dispute in the department in the year 1991 and thereafter he also got five promotions and on promotions he did not raise any dispute. He has denied the suggestion that it is not a fact that his claim is wrong.

8. The WW-2, Surendra Prasad has deposed before the Tribunal that he had superannuated from the post of Welder, BCCL Damoda Colliery and he is the Branch Secretary of Rastriya Colliery Mazdoor Sangh, which is a registered Trade Union. He has further stated that the sponsoring union had represented the matter of concerned workman before the management on several occasions but the management refused to accept the demand of the concerned workman. He has also stated that the union had taken the matter of the concerned workman and in the Conciliation Proceeding the management took non-cooperative attitude, so the dispute was referred before the Tribunal. He has also stated that the concerned workman namely Ram Sihasan Singh presently working in category "B" under M/s. BCCL at Barora Area was initially interviewed only for the trainee under Apprentice Act. He has further deposed that the concerned workman at the time of initial appointment was possessing qualification for recruitment for skilled worker but arbitrarily and discriminatorily he was placed in unskilled (Mazdoor) category. He has also stated that the names of five persons as mentioned in the written statement were appointed in skilled category having lesser qualification than the concerned

workman. He has further deposed that no interview was being held for appointment in different category and placement of categories depended on the qualification of the incumbent, so the concerned workman is entitled to category "D" w.e.f. his date of joining and accordingly he is entitled to subsequent promotions till this date.

In the cross-examination he has deposed that concerned workman applied for the post of apprentice on advertisement and after completion of apprenticeship he was offered the post of category-1 to which he joined. He has also deposed that now the claim of the workman was to give him the post of category "D" but no offer was given to him for joining in Category "D". He has also deposed that neither any advertisement was issued nor the concerned workman had applied for the post in Category D.

9. The WW-3, Satya Deo Singh has deposed before the Tribunal that he had superannuated from the post of Assistant Forman in Damoda Colliery, B.J. Section on 31st December 2010 and at the time of initial appointment his name was called through Employment Exchange. He has further stated that he was offered employment in category-IV worker and as such his initial joining was accepted in Category-IV. He has also deposed that he had been placed in category-IV without any training and apprenticeship which was meant for skilled persons. He has further deposed that he was given promotion from time to time without any test or interview and before joining BCCL, he had the educational and technical qualification of matriculation and I.T.I. Digha-Patna. He has also deposed that the concerned workman was possessing higher qualification and experience than him at the time of his initial joining, so his claim is fair and proper and reasonable.

In the cross-examination he was appointed in 1975 as mechanic and he was given category-IV. He has also stated that he has no knowledge whether the offer letter of workman was given for category-1 or not?

10. The sponsoring union has proved the following documents which are marked as follows:-

Exhibit W-1- Photo copy of offer of appointment issued vide letter no. 4295 (A) dated 17/01/1989

Exhibit W-2- Photo copy of office Order No. 124/793/95 dated 02/05-05-1995 issued by Dy. Chief Personnel Manager in respect of regularisation of the concerned workman in Category E.

Exhibit W-3- Photo Copy of Office Order No. 9382-88 dated 16/17-02-1989 issued by Senior Personnel Officer.

Exhibit W-4- Photo Copy of Letter no. 02/83 dated 02/12/1983 issued by the Director, Department of Labour and Employment cum Secretary, State Council for Employment and Training, Bihar.

Exhibit W-5- Photo Copy of Office order no. 1365/4685/93 dated 15/01/1993 issued by Dy. Chief Manager, Barora Area in respect of notional seniority.

Exhibit W-6- Photo Copy of reply given by Chief General Manager, Barora Area vide letter no. 4908 dated 19/20-12-2008.

Exhibit W-7- Photo Copy of instruction regarding career growth of I.T.I Personnel vide letter no. 1048 dated 22/01/2002 issued by Member Secretary, JBCCL-VI.

Exhibit W-8- Photo Copy of appointment letter of Sri Satya Deo Singh dated 20/29-11-1975.

Exhibit W-9- Photo Copy of office order dated 09/12/1975 issued in respect of Sri Satyadeo Singh.

Exhibit W-10- Carbon Copy of Representation dated 19/12/1991 addressed to the General Manager, Barora Area.

Exhibit W-11- Carbon Copy of Representation dated 30/01/1992 addressed to General Manager, Barora Area.

Exhibit W-12- Original Copy of Notice of agitation by Coal India I.T.I Employee Association dated 20/21-04-1998.

Exhibit W-13- Original Copy of Notice dated 01/02/1999 regarding 'DHARNA' by Union.

Exhibit W-14- Original Copy of Letter of President CIITIEA dated 17/01/2011 addressed to the concerned workman.

Exhibit W-15- Original copy of Notice dated 31/01/2000 regarding program of agitation.

11. On the other hand the management has examined only one witness. He is MW-1, Dilip Kumar Bhagat.

12. The MW-1, Dilip Kumar Bhagat has deposed before the Tribunal that at present he is working as Senior Manager (Personnel) Barora of M/s. BCCL. He has further stated that the concerned workman was offered employment in the year 1989 as Trade Apprentice on consolidated stipend of Rs. 380/- for a period of one year and the concerned workman accepted the offer of appointment and joined BCCL on 22/02/1989. He has also deposed that as per appointment letter dated 17/01/1989 he was required to report for training to the EMTI, Dhansar and on completion of successful training he was eligible for employment in BCCL as training helper in category-1. He has further stated that the concerned workman had completed his training and after completion of training, the concerned workman was placed as helper trainee (Turner) in category-1 in Damoda Colliery of BCCL where he joined. He has also stated that the concerned workman had accepted terms and conditions of the employment and joined BCCL.

In the cross-examination he has stated that he is acquainted with the fact of the case through the record and there was an advertisement for job in category-I in the year 1989 to which the concerned workman had applied for. He has also deposed that the minimum eligible qualification for the post was I.T.I. He has also stated that the workman had been promoted to category-II on his representation in the year 1991-92. He has denied the suggestion that the concerned workman was fit for category "D" but he was given category-I.

13. The learned lawyer of the concerned workman has submitted before the Tribunal that at the time of initial appointment the concerned workman was a trained I.T.I certificate holder and he had already completed training under Apprenticeship Act in HEC Ltd., Ranchi as a result he was awarded National Apprenticeship Certificate in the year 1983. He has further argued that his name was referred through Employment Exchange for employment in the affairs of the management and he was given appointment in unskilled category whereas he had already underwent Apprenticeship Training in HEC Ltd., so he was fit for appointment in skilled category. He has also argued that the Government of Bihar has issued a notification declaring that the candidates who possess National Apprenticeship Certificate are to be treated as skilled worker. He has further submitted that the management had offered appointment as trainee apprentice and the same was protested by the concerned workman, so the management had issued a letter mentioning therein that his case would be considered after due verification. He has also submitted that subsequently the concerned workman was placed in category-I whereas he had qualification for appointment in category-IV. He has also submitted that other persons who were similarly situated had been appointed in the category of skilled workers. He has also argued that the management had committed discrimination in the matter of appointment of the concerned workman.

He has relied on the decision of Hon'ble Supreme Court as reported in AIR 1990 (SC) 1387 Doordarshan Cameramen's Welfare Association v. Union of India, (2008) 9 SCC 24 Maharaj Krishan Bhatt and Another v. State of Jammu And Kashmir And Others, 2017 (II) CLR 663 Executive Engineer Maharashtra State Electricity Board V. Sunil Shantram Satarkar.

He has also relied on the decision of Hon'ble Jharkhand High Court as reported in 2009(1) JLJR 255 Dhan Singh Lonra v. State of Jharkhand, 2008(3) JLJR 347 Shaikh Irshad Ahmed v. State of Jharkhand, 2011 (1) JLJR 9 Umesh Pandey v. State of Jharkhand, 2009 (1) JLJR 74 Tara Pratap Ram v. State of Jharkhand.

14. On the other hand the learned lawyer of the management has argued that the concerned workman was initially offered appointment as Trade Apprentice (Turner) under the Apprenticeship Act on condition that on completion of one year Apprenticeship Training he would be absorbed as Helper Trainee in category –I of NCW-III. He has also argued that the terms and conditions of the employment was accepted by the concerned workman but the concerned workman has challenged the offer of appointment after lapse of 25 years which is not maintainable. He has also argued that the claim of the concerned workman is not maintainable.

15. Now, the only point of consideration in this case is whether the action of the management of Barora Area of M/s. BCCL in wrongly absorbing Sri Ram Sihasan Singh in category-I instead of category-IV w.e.f. 17/02/1989 is fair and justified and to what relief the workman is entitled to?

FINDINGS

16. At the outset of discussion it is required to mention here that it is an admitted fact that the concerned workman was appointed in the year 1989 as Trade Apprentice on Consolidated Stipend of Rs. 380/- for a period of one year on the condition that after completion of training he would be absorbed as Helper Trainee (Turner) in Category-1 vide order no 88 dated 16/17.02.1989 (Exhibit W-1).

17. Now, the question arises whether absorption of service of Sri Ram Sihasan Singh in Category-I instead of Category-IV w.e.f. 17/02/1989 is fair and justified?

18. The Tribunal will first of all discuss the oral evidence of concerned workman and the management.

The most competent witness on this point is WW-1, Ram Sihasan Singh who has deposed that he had made protest with regard to offer of appointment as Trade Apprentice (Turner) vide letter no. 4295 dated 17/01/1989 on the ground that he had already completed the said course under the Act at Heavy Engineering Corporation, Ranchi and subsequently the management informed that after verification, his joining report would be accepted. He has also stated that after verification he was placed as Helper Trainee (Turner) with retrospective date i.e. 08/02/1989 vide officer order no. 1365/4685/93 dated 15/01/1993 in respect of notional seniority and he was kept in category of Mazdoor for a considerable long period for more than 21 years which is not inconformity with the rules and precedence in view of his educational and technical qualification. He has also deposed that Khagendra Rawani was appointed in the year 2000 and on completion of one year training he was appointed in Category-D (Skilled) and similarly Satya Deo Singh, Sudama Sao, Rajendra Thakur, Ram Chandra Lohar and Samir Kr. Mitra who were holding less qualification than him were appointed in Skilled Category. He has also stated that he had raised the matter before the management but the management did not consider his request. In the cross-examination he has deposed that he had raised the dispute in the department in the year 1991 and thereafter he got five promotions and on getting promotions he did not raise any dispute. He has also stated that he had not appeared for interview for appointment in Category-D.

The WW-2, Surendra Prasad who is the secretary of Rastriya Colliery Mazdoor Sangh, has deposed that the concerned workman at the time of initial appointment was possessing qualification for recruitment for skilled worker but arbitrarily and discriminatory he has placed in Unskilled (Mazdoor) Category whereas others having lesser qualification were appointed in Skilled Category. In the cross-examination he has stated that the concerned workman had applied for the post of Apprentice on advertisement and after completion of Apprenticeship he was offered the post of Category-1 to which he joined. He has also deposed that neither any advertisement was issued nor he applied for the post.

The WW-3, Satya Deo Singh has deposed that his name was called from Employment Exchange and he was offered employment in Category-IV worker which was accepted by him. He has also deposed that he was placed in Category-IV without giving any Pre-employment training under Apprenticeship Act for skilled workman and during the entire service carrier he was given promotion from time to time without any test or interview. In the cross-examination he has deposed that he was appointed in 1975 as a machinist and he was given Category-IV.

On the other hand MW-1, Dilip Kumar Bhagat has deposed that the concerned workman was offered employment in the year 1989 as Trade Apprentice and he had accepted offer of appointment. He has also deposed that the concerned workman joined BCCL on 22/02/1989 and as per appointment letter he was required to report for training to the EMTI, Dhansar and on completion of successful training he was eligible for employment in BCCL as Training Helper in Category-I. He has further stated that the concerned workman was placed as Training Helper in Category-I and he had accepted the terms and conditions of the employment. In the cross-examination he had deposed that there was an advertisement for job in Category-I in the year 1989 to which the concerned workman applied for in which the minimum eligible qualification for the post was I.T.I. He has also deposed that the concerned workman was promoted in the Category-II on his representation in the year 1991-92.

19. Now, coming to the documentary evidence of the concerned workman it appears that the Exhibit W-1 is a offer of appointment vide letter no. 4295 (A) dated 17/01/1989 to Sri Ram Sihasan Singh as Trade Apprentice, the Exhibit W-2 is a Office Order No. 124/793/95 dated 02/05-05-1998 showing regularisation of Ram Sihasan Singh in Category-II, Exhibit W-3 is Office Order No. 9382-88 dated 16/17-02-1989 regarding reporting of concerned workman Ram Sihasan Singh for duty on 08/02/1989 in terms of offer of appointment dated 17/01/1989, Exhibit W-4 is a notification of Government of Bihar Department of Labour Employment & Training in which it is mentioned that the persons who had received the National Apprenticeship is considered as Skilled Labour, Exhibit W-5 is an Office Order No. 1365/4685/93 dated 15/01/1993 of BCCL in which Ram Sihasan Singh and Dinesh Prasad Singh had been given notional seniority as Assistant Turner, Category-II w.e.f. 01/09/1990, Exhibit W-6 is a reply of management of BCCL under R.T.I. Act regarding vacancy position

from 22/02/1989 to 31/12/1997, Exhibit W-7 is an Instruction regarding Career Growth of I.T.I. Personnel vide letter no. 1048 dated 22/01/2002 of BCCL, Exhibit W-8 Photo copy of appointment letter of Satya Deo Singh, Exhibit W-9 is Office Order dated 09/12/1975 of BCCL regarding reporting of duties of Satya Deo Singh and Samir Kr. Mitra, Exhibit W-10 and Exhibit W-11 are the carbon copy of representations of Ram Sihasan Singh and Dinesh Prasad Singh to General Manager, Barora Area for promotion, Exhibit W-12 and W-13 are the letters of General Secretary Coal India I.T.I Employees Association regarding agitation, Exhibit W-14 is a letter dated 17/01/2011 of President CIITIEA regarding rejection of demand by the management and W-15 is letter dated 31/01/2000 regarding information for agitation program.

The management has not proved any documents in support of its case.

20. After analysing the oral and documentary evidences of the sponsoring union/concerned workman and the management it appears that the concerned workman namely Ram Sihasan Singh had been given an offer of appointment vide letter dated 17/01/1989 (Exhibit W-1) for appointment as Trade Apprentice under the Apprenticeship Act 1961 on the condition that on successful completion of one year Apprenticeship Training, he might be absorbed as Helper Trainee (Turner) in Category-I of NCWA-III in the scale of pay of Rs. 21.16-0.43-27.18 per day. Further it also appears that the concerned workman Ram Sihasan Singh had reported for duty on 08/02/1989 as Trade Apprentice for one year in terms of offer of appointment letter and his period of employment in the company was for one year from the date he successfully completed of his training and he might be absorbed in the company as Helper Trainee (Turner) in Category-I. Further the Exhibit W-2 shows that the service of concerned workman Ram Sihasan Singh was regularised in the designation of Category-II and the Exhibit W-5 shows he was given notional seniority as Assistant Turner Category-II w.e.f.01/09/1990.

21. It is also evident that in the year 2002 the BCCL has taken decision regarding a career growth of I.T.I. Personnel vide letter no. 1048 dated 22/01/2002 (Exhibit W-7) in which it is mentioned that I.T.I. Personnel who have completed three years as on 31/12/2000 in the existing category/grade will be placed in next higher grade w.e.f. 01/01/2001 and this will be personal to them as one time arrangement.

22. It is required to mention here that WW-3 Satya Deo Singh had been appointed in category-IV and he was holding the I.T.I. degree. The Exhibit W-8 shows that Satya Deo Singh had been offered the appointment in the scale category-IV in his letter of appointment and subsequently vide order dated 09/12/1975 was asked to report to Area General Manager for duty. The Exhibit W-10 and Exhibit W-11 are regarding representation submitted by the concerned workman and the Exhibit W-12, Exhibit W-13 and Exhibit W-16 show that information had been given to the management for launching agitation against the management on this issue but the management had not accepted the demands.

23. Now, in this matter the management of BCCL had initially offered the appointment as Trade Apprentice (Turner) under the Apprenticeship Act 1961 on 17/11/1989 to the concerned workman on the basis of his interview on condition of his successful completion of one year Apprenticeship Training, he would be appointed as Helper Trainee (Turner) Category-I of NCWA-III. Further, on the basis of such offer letter the concerned workman had reported on duty on 08/02/1989 as Trade Apprentice (Turner) and he was directed to report to the Principal EMTI, Dhansar. However in the matter of WW-3 Satya Deo Singh, who had similar qualification had been offered appointment on the post in the Category-IV (Exhibit W-8) and he was directed to report to Area General Manager for duty (Exhibit W-9).

24. At this stage it is relevant to mention here that the learned lawyer the concerned workman has relied on the decision of Hon'ble Jharkhand High Court as reported in 2009 (1) JLJR in which Hon'ble Jharkhand High Court has been pleased to hold that similarly situated persons have been promoted (including juniors given promotion on the post of ASI (Excise) from constables after relaxation in their qualifying age but the same was denied to petitioners – denial of such benefits while extending benefits to persons below in seniority amounts to arbitrary and discriminatory action and against the principles of equity and natural justice.

In the instant case the management of M/s. BCCL had offered letter of appointment to Satya Deo Singh in the category IV (Exhibit W-8) but the same had been denied to the concerned workman, so it amounts to arbitrary and discriminatory action and against the principles of equity and natural justice. Moreover the

management of M/s. BCCL has not denied in its rejoinder regarding appointment of Satya Deo Singh in Category IV.

25. It is required to mention here that the facts and circumstances of this case and the facts and circumstances of the case as reported in AIR 1990 (SC) 1387, (2008) 9 SCC, 24 and 2017 (II) CLR 663 as decided by the Hon'ble Supreme Court is different, so they are not applicable in this case.

Moreover the facts and circumstances of the case as reported in JLJR 74, 2009(1) JLJR 255, 2008(3) JLJR 347 and 2011 (1) JLJR 9 as decided by the Hon'ble Jharkhand High Court are different from the instant case, so they are not applicable in this case.

26. It is relevant to mention here that in the written statement of the sponsoring union names of four persons have been mentioned who were appointed in Skilled Category of IV by the management and they had less qualification than the concerned workman. The management in its reply has simply stated that these facts are not relevant. It means that the management had not denied that the persons having less qualification than the concerned workman were appointed in Category IV. Moreover the decision regarding career growth of I.T.I Personnel had been taken vide letter no. 1048 dated 22/01/2002 (Exhibit W-7).

In view of such, the Tribunal comes to the conclusion that the management had taken arbitrarily and discriminatory action as well as against the principles and equity of natural justice against the concerned workman.

27. In view of above discussion the Tribunal renders the following award:-

The action of the management of Barora Area of BCCL in absorbing Sri Ram Sihashan Singh in Category-I w.e.f. 17/02/1989 is not fair and justified.

Hence, the concerned workman is entitled for relief which is as under:-

The management of Barora Area of BCCL is directed to absorb the service of concerned workman namely Ram Sihashan Singh in the Category of D (IV) w.e.f. 17/02/1989 and promote him accordingly and to pay him arrear of salary and others allowances as per applicability within one month after publication of award in the Official Gazette.

This is the Award of the Tribunal.

D. K. SINGH, Presiding Officer

नई दिल्ली, 10 मार्च, 2021

का.आ. 272.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. -1, धनबाद के पंचाट (संदर्भ संख्या 78/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05.03.2021 को प्राप्त हुआ था।

[सं. एल-20012/75/2014-आईआर (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 10th March, 2021

S.O. 272.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 78 of 2014) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 05.03.2021.

[No. L-20012/75/2014-IR(CM-I)]

RAJENDER SINGH, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**

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

Reference: No. 78/2014

Employer in relation to the management of Dobari Colliery under Bastacolla Area of M/s. BCCL

AND

Their workman

Present: Shri Dinesh Kumar Singh, Presiding Officer

Appearances:

For Employer : Sri D. K. Verma, Advocate.

For workman : Sri Manas Chatterjee, Representative.

State : Jharkhand.

Industry:- Coal

Dated 29.01.2021

AWARD

By Order No.L-20012/75/2014- IR(CM-I) dated 19.08.2014, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Dobari Colliery under Bastacolla Area of M/s. BCCL in dismissing Smt. Anjala Chandra Lathman from the services of the Company vide office order dated 04.06.2013 is fair and justified? To what relief the concerned workman is entitled to?”

2. After receipt of the reference, both the parties were noticed. The Central Secretary of BCKU (CITU) has filed its written statement of claim on 21/10/2014 and the management of Dobari Colliery under Bastacolla Area of M/s. BCCL has filed its written statement cum rejoinder on 05/05/2015.

The Central Secretary of BCKU (CITU) has filed rejoinder to the written statement of the management on 11/06/2015.

3. The claim of the concerned workwoman as per written statement filed by the Sponsoring Union namely Bihar Colliery Kamgaar Union is as follows:-

That the concerned workwoman namely Anjala Chandra was an employee of Dobari Colliery under Bastacolla Area of M/s. BCCL bearing her Personnel No. 01354992 and she was provided employment in the year 1997 after death of her husband Late Fakir Chandra an employee of Dobari Colliery under the provision of NCWA. Subsequently the service of concerned workwoman was regularised as leathman helper Cat-II in the year 2007 and was promoted to leathman Cat-V in the year 2011 but the management had issued a letter to her on 07/12.10.2009 asking her to give possession of the land on the basis of her husband Late Fakir Chandra was appointed. The concerned workwoman replied to the above letter mentioning there in that her husband Late Fakir Chandra was appointed in the year 1987 and the land on the basis of which her husband was appointed was acquired by BCCL vide LA Case No. 30/83-84 and the BCCL took possession of the aforesaid land before providing job to her husband. The management again on 02/11/2009 had issued a letter to the concerned workwoman to handover the aforesaid land within seven days and subsequently issued a charge-sheet to the concerned workwoman on 28/11/2012 levelling false charges that her husband had obtained employment in BCCL under land looser scheme and after his death she applied for employment against the said land but BCCL was not given possession of the land in question. The concerned workwoman submitted her reply and denied the charges levelled against her stating therein that she and her husband did not obtain employment in BCCL fraudulently and out of 2.64 acres of land her husband's share had been acquired by BCCL vide LA Case No. 30/83-84. After that the management conducted a domestic enquiry in utter violation of the principle of natural justice and the disciplinary authority without considering enquiry proceeding had issued show cause notice to the concerned workwoman. Thereafter the concerned workwoman submitted an explanation to the show cause stating therein that her husband was not appointed on land looser scheme and he was appointed to fulfil shortage of miner/loaders. In order to fulfil the shortage, the management of BCCL recruited 5000 miner/loaders from local villagers and land loosers on the basis of interview and her husband was appointed on

the same basis after interview and test but preference was given as her husband's land was acquired by the Government of Bihar for the purpose of mining.

A prayer has been made by the sponsoring union to hold the dismissal of the concerned workwoman as illegal and unjustified and direct the management to reinstate the concerned workwoman with full back wages.

4. The case of the management as per its written statement is as follows:-

That the concerned workwoman was charge-sheeted vide charge-sheet dated 28/11/2012 for commission of misconduct under clause 26.1.11 and 26.1.12 of the certified standing orders of the company. After that the concerned workwoman submitted her reply which was not found satisfactory and subsequently the Disciplinary Authority appointed the then Chief Manager(Mining) as Enquiry Officer to conduct domestic enquiry in respect of aforesaid charge-sheet. The Enquiry Officer had conducted domestic enquiry in presence of concerned workwoman and in course of enquiry all the witness were examined in presence of workwoman and were cross-examined by her as well as by her defense representative. The Enquiry Officer had conducted domestic enquiry fairly and properly as well as in accordance with principle of natural justice. After conclusion of enquiry the Enquiry Officer had submitted his report mentioning therein that the concerned workwoman had been found guilty of the charges as alleged in the charge sheet and thereafter the Disciplinary Authority supplied the copy of the enquiry report to the concerned workwoman and issued a second show cause notice to her. Thereafter the concerned workwoman submitted an explanation to the second show cause notice which was not found satisfactory and thereafter the Disciplinary Authority vide order dated 04/06/2013 had dismissed the concerned workwoman from service which is legal and justified.

The management by way of rejoinder has stated that the statement of the concerned workwoman as stated in Para 1, 2, 3, 4, 6 and 14 of the written statement are matter of records, the statement of the concerned workwoman as stated in Para 5, 7, 8, 9, 10, 11, 12, 15, 16, 17, 18 and 19 are not correct and statement of concerned workwoman as stated in Para 13 is not relevant.

A prayer has been made by the management to hold the action of the management as fair and justified.

5. The sponsoring union has filed the rejoinder to the written statement of the management and has stated that the statement made by management in Para-1 is a matter of record, the statement made by management in Para-2, 3, 4, 5, 8, 10, 11, 12, 14, 16, 17, 18, 19, 21 and 22 are not correct and denied and the statement made by management in Para-6, 7, 9, 15, 20 are matter of records.

6. The concerned workwoman has not examined any witness in this case.

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

Exhibit W-1- Xerox Copy of Continuous Khatian showing the possession of land under M/s. BCCL.

Exhibit W-2- Xerox Copy of Certified Copy supplied by the record room Dhanbad, showing the acquisition of land and details of payment of compensation amount.

8. The management has also not examined any witness in this case.

9. The management has proved the following documents which are marked as:-

Exhibit M-1 series- Photo Copy of Letter dated 11/12/2012 regarding appointment of Enquiry Officer and appointment of Management Representative.

Exhibit M-2- Charge-sheet dated 28/11/2012 issued to concerned workwoman namely Anjala Chandra.

Exhibit M-3- Reply of the charge-sheet submitted by the concerned workwoman.

Exhibit M-4 Series- Notice of enquiry dated 13/12/2012 and notice of enquiry dated 18/01/2013

Exhibit M-5- Letter dated 18/12/2012 of Anjala Chandra for appointment of Anand Mahipal as co-worker

Exhibit M-6 series- Original Enquiry proceeding.

Exhibit M-7 series- Enquiry report dated 11/02/2013.

Exhibit M-8 series- Second show cause notice dated 02/04/2013, request of Anjala Chandra for grant of time and letter dated 12/04/2013 by which time was granted.

Exhibit M-9 series- Reply of second show cause notice.

Exhibit M-10- Order of dismissal dated 04/06/2013.

10. The learned lawyer of the concerned workwoman has submitted before the Tribunal that the concerned workwoman namely Anjala Chandra was appointed under the management of BCCL on compassionate ground after the death of her husband Late Fakir Chandra who was a permanent employee of M/s. BCCL. He has also argued that husband of the concerned workwoman had been appointed by M/s. BCCL under the land looser scheme after proper scrutiny of the documents by a High Level Committee. He has further argued that the BCCL vide Land Acquisition Case No. 30/83-84 through the District Land Acquisition Officer, Dhanbad had acquired entire 2.64 2/3 acres of land and after satisfying that the Award was made under section 11 of the Land Acquisition Act and payment was made to the awardees, took possession of the land under section 16 of the Land Acquisition Act. He has also argued that in course of enquiry the management representative Sri R.N. Singh has admitted in his evidence that the land measuring an area of 2.64 2/3 acres were acquired by BCCL through the LA Case No. 30/83-84, so the concerned workwoman has nothing to do with the aforesaid land in question as the same was absolutely vested with the State Government. He has also argued that if anybody is not allowing working on the aforesaid land in question, the management of BCCL has to take action against the persons who are disturbing the peaceful possession. He has also argued that the disciplinary authority did not apply its mind while deciding the punishment and the management cannot take disciplinary action against the concerned workwoman for an alleged misconduct of her husband. He has further submitted that an Award may be passed in favour of the concerned workwoman.

11. On the other hand the learned lawyer of the management has submitted that the concerned workwoman was charge-sheeted vide dated 28/11/2012 for commission of misconduct under clause 26.1.11 and 26.1.12 of the certified standing orders of the company to which the concerned workwoman had submitted her reply which was not found satisfactory. He has further argued that the Disciplinary Authority had appointed an Enquiry Officer to conduct the enquiry and the enquiry proceeding was conducted fairly and properly. He has also submitted that the Enquiry Officer had submitted its report holding the concerned workwoman guilty of the charges as per the charge-sheet and subsequently the Disciplinary Authority supplied copy of the enquiry report and issued a second show cause notice to the concerned workwoman who submitted the reply of second show cause which was not found satisfactory. He has also argued that Disciplinary Authority vide order dated 04/06/2013 dismissed the concerned workwoman from the service of the company. He has also argued that in course of hearing of this reference case the concerned workwoman had accepted the fairness of the domestic enquiry and subsequently the Tribunal has held the enquiry conducted by the management as fair and proper. He has further submitted that the husband of the concerned workwoman had obtained the employment by practicing fraud and after his death the concerned workwoman got the employment under the provision of NCWA. He has also argued that since the appointment of her husband was non-est, therefore the workwoman was not entitled to get job.

He has relied on the decision of the Supreme Court as reported in (2008) 1 SSC (L&S) 890 and 2004 SSC (L&S) 350.

FINDINGS

12. At the outset of discussion it is required to mention here that the concerned workwoman namely Anjala Chandra wife of Late Fakir Chandra was working as leathman in Dobari Colliery under Bastacolla Area of M/s. BCCL and she was appointed after death of her husband Late Fakir Chandra who got his employment under BCCL on the basis of land looser scheme.

13. It is important to mention here that neither the concerned workwoman nor the management had adduced any witness in this case, so there is no oral evidence available in this case.

14. Now, coming to the documentary evidence of concerned workwoman it appears that Exhibit W-1 is the Continuous Khatian of BCCL and Exhibit W-2 is a photo copy of Certified Copy showing acquisition of land and payment of compensation amount.

15. On the other hand the documents of the management shows that Exhibit M-1 series is the appointment of Enquiry Officer and Management Representative for conducting enquiry against Anjala Chandra, the concerned workwoman regarding charge-sheet issued against her, the Exhibit M-2 is charge-sheet issued against the concerned workwoman Anjala Chandra making allegations against her that her husband Late Fakir Chandra had obtained employment in BCCL under land looser scheme against acquisition of 2.64 2/3 acres of land of village Jharna but the said land had not been handed over to the management whereas Ganesh Chandra son of Late Kashinath Chandra had been making claim of employment against the said land and disturbing the possession of the BCCL over the said land, so Fakir Chandra had fraudulently obtained the employment and had violated the clause 26.1.11 and clause 26.1.12 of the Certified Standing Order, Exhibit M-3 is the reply of concerned workwoman, Exhibit M-4 series are notices sent to the concerned workwoman for appearance before the Enquiry Committee, Exhibit M-5 is the request of concerned workwoman for appointment of Anand

Mahipal co-worker, in her domestic enquiry, Exhibit M-6 series are the entire enquiry proceeding, Exhibit M-7 is the Enquiry report dated 11/02/2013, Exhibit M-8 series are notice of concerned workwoman and subsequently grant of time for submitting reply of second show cause, Exhibit M-9 is the reply of second show cause and Exhibit M-10 is the order dated 04/06/2013 regarding dismissal of concerned workwoman.

16. It is required to mention here that the Tribunal vide order dated 09/07/2015 has held that the enquiry proceeding conducted against concerned workwoman is fair and proper.

17. At this stage it is relevant to mention **Section 11A of I.D. Act. The Section 11A of I.D. Act** reads as follows:-

Section 11A- "Powers of Labour Courts, Tribunals and National Tribunals to give appropriate relief in case of discharge or dismissal of workmen- Where an industrial dispute relating to the discharge or dismissal of a workman has been referred to a Labour Court, Tribunal or National Tribunal for adjudication proceedings, the Labour Court, Tribunal or National Tribunal, as the case may be, is satisfied that the order of discharge or dismissal was not justified, it may, by its award, set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions, if any, as it thinks fit, or give such other relief to the workman including the award of any lesser punishment in lieu of discharge or dismissal as the circumstances of the case may require."

18. The Hon'ble Supreme Court has been pleased to observe in a case as reported in **1973 AIR 1227 (Workmen of Messrs Firestone Tyre...Vs Management & others)** which is as follows:-

"The Act is beneficial piece of legislation enacted in the interest of employees. It is well settled that in construing the provisions of a welfare legislation, courts should adopt, what is described as a beneficent rule of construction. If two constructions are reasonably possible to be placed on the section, it follows that the construction which furthers the policy and object of the Act and is more beneficial to the employees has to be preferred. The interpretation must be liberal enough to achieve the legislative purpose".

19. However the Hon'ble Supreme Court in a another case as reported in **2005 (2) SCALE 302 (Mahindra and Mahindra Ltd. Vs. N.B. Narawade)** has been pleased to hold that:-

"It is no doubt true that after introduction of Section 11A in the Industrial Disputes Act, certain amount of discretion is vested with the Labour Court/Industrial Tribunal in interfering with the quantum of punishment awarded by the Management where the concerned workman is found guilty of misconduct. The said area of discretion has been very well defined by the various judgments of this court referred to herein above and it is certainly not unlimited as has been observed by the Division Bench of the High Court. The discretion which can be exercised under Section 11A is available only on the existence of certain factors like punishment being disproportionate to the gravity of misconduct so as to disturb the conscience of the Court, or the existence of any mitigating circumstances which requires the reduction of the sentence, or the past conduct of the workman which may persuade the Labour Court to reduce the punishment. In the absence of any such factor existing, the Labour Court cannot by way of sympathy alone exercise the power under Section 11A of the Act and reduce the punishment."

20. In the present case the concerned workwoman was dismissed from service on allegation for misconduct under clause 26.1.11 and clause 26.1.12 of the Certified Standing Order.

21. At this stage it is essential to mention here that the Exhibit M-2 which is charge sheet issued by the Project Officer, Dobari Colliery to the concerned workwoman in which it is mentioned that her husband Late Fakir Chandra obtained employment in BCCL on land looser scheme against the 2.64 2/3 acres of land in plot no. 72, 73, 1/2, 1/3, 1/4, 162, 193, 219, 220, 232, 233 of Kahta no. 16 within Mouza Jharna and after his death she had been employed and had been asked to handover the peaceful possession of 2.64 2/3 acres of land to BCCL but she had failed to give the possession of the land till date.

22. Further in the enquiry proceeding (Exhibit M-6) the representative of the management Sri R.N. Singh has stated that Fakir Chandra husband of concerned workwoman Anjala Chandra was employed under land looser scheme on the basis of report dated 30/07/1987 of a committee and the land of Fakir Chandra was acquired by the company vide LA Case No. 30/83. He has also stated that Late Fakir Chandra had filed an affidavit dated 18/05/1987 showing there in that he had share of 0.56 acres (1/4)th out of 2.64 2/3 acres of land which is not as per recommendations of 30/07/1987.

23. Now, it is admitted in the enquiry proceeding that Late Fakir Chandra was appointed under the land looser scheme on the recommendation of the committee dated 30/07/1987 and there is a categorical evidence that the entire land of 2.64 2/3 acres land was acquired in LA Case No. 30/83. Moreover in the affidavit of Late

Fakir Chandra it had been categorically stated that he had 1/4th share of the land situated in Mauza Jharna Khata no. 16 measuring 2.64 2/3 acres. Further in the enquiry report it has been mentioned that the entire land of 2.64 2/3 acres was acquired by the BCCL on payment of compensation, so the entire land vested to BCCL. Moreover 1/4th share of land of Late Fakir Chandra had also been acquired along with 2.64 2/3 acres of land, which also vested to the BCCL.

24. It is further required to mention here that as per Rule 6 (i) (iii) of Land Looser Scheme (part of Enquiry Proceeding Exhibit M-6) there was no condition for acquisition of minimum area of the land on which employment would be given but the BCCL had accepted the 2.64 2/3 acres of land including 1/4th share of Late Fakir Chandra for giving him employment. Moreover during the lifetime of Late Fakir Chandra the management had not raised the issue of handing over the possession of entire land of 2.64 2/3 acres of land and management had raised the issue after death of Late Fakir Chandra when his wife had been employed in his place under NCWA.

25. In view of above discussion it is very much clear that the share of Late Fakir Chandra husband of the concerned workwoman had been acquired by the BCCL and at that time there was no provision on the limitation of the area of acquisition of land for giving employment.

26. The learned lawyer of the management has placed reliance on a decision of Hon'ble Supreme Court as reported in (2008) 1 SCC (L&S) 890 in which the Hon'ble Supreme Court has been pleased to hold that it was improper for the Tribunal to interfere with the findings of domestic enquiry on the ground that there was no independent evidence apart from Management witnesses.

At this stage it is required to mention here that this Tribunal has not interfered with the finding of domestic enquiry on the ground that there was no independent evidence apart from management, so the facts and circumstances of this case is different from the facts and circumstances of the case on which the learned lawyer of management has placed reliance.

27. The learned lawyer of management has also placed reliance on an another judgment as reported in 2004 SCC (L&S) 350, Hon'ble Supreme Court has been pleased to hold that where the Delinquent Officer was dismissed for procuring appointment in a post reserved for SC candidate by producing a false caste certificate, plea to substitute the order of dismissal by an order of compulsory retirement or removal from service to protect the pensionary benefits as he had rendered service for a very long period is not maintainable.

Here in this case, reference has been made under section 10(2A) of the Industrial Dispute Act and the concerned workman had been dismissed from service after finding her guilty in domestic/departamental enquiry whereas the decision of Hon'ble Supreme Court on which the reliance has been placed by the learned lawyer of the management was regarding applicability of Article 311 of the Indian Constitution. Moreover under Section 11A of the Industrial Dispute Act there is a provision regarding powers of Labour Court, Tribnals and National Tribunals to give proper relief in case of discharge or dismissal of workman, so the facts and circumstances of this case is different from the case on which the learned lawyer of management has placed reliance.

28. In view of such fact the Tribunal finds that the punishment of dismissal awarded to the concerned workwoman is being disproportionate to the gravity of the misconduct, so as to disturb the conscious of the court.

29. Hence, the Tribunal comes to the conclusion that the order of dismissal of concerned workwoman is not fair and justified, so the punishment of dismissal order dated 04/06/2013 is set aside.

30. Now, the Tribunal renders the following award:-

The action of the Management of Dobari Colliery under Bastacolla Area of M/s. BCCL in dismissing Smt. Anjala Chandra Lathman from the services of the Company vide office order dated 04/06/2013 is not fair and justified.

31. Hence, the concerned workman is entitled for relief which is as under:-

The management of Dobari Colliery under Bastacolla Area of M/s BCCL is directed to reinstate the concerned workwoman namely Anjala Chandra with fifty percent of back wages with all consequential benefits from the date of dismissal within one month after publication of award in the Official Gazette.

This is the Award of the Tribunal

D. K. SINGH, Presiding Officer

नई दिल्ली, 10 मार्च, 2021

का.आ 273.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा के अनुसरण में, केन्द्रीय सरकार मैसर्स एयर इंडिया एसटीएस एयरपोर्ट सर्विसेज प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बेंगलूर के पंचाट (संदर्भ संख्या सीआर 32/2016) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04.03.2021 को प्राप्त हुआ था।

[सं. एल-11012/19/2016-आईआर (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 10th March, 2021

S.O. 273.—In pursuance of Section Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore (Ref. No. CR 32 of 2016) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Air India SATS Airport Services Private Limited and their workmen, which was received by the Central Government on 04.03.2021.

[No. L-11012/19/2016-IR(CM-I)]

RAJENDER SINGH, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**DATED : 31ST DECEMBER, 2020**PRESENT : JUSTICE SMT. RATNAKALA, Presiding Officer****CR 32/2016****I Party**

The General Secretary,
KIAL Service Providing Employees
Union,
No. 40/5, Suri Bhavan, II B Main,
16th Cross, Sampangirama Nagar,
Bangalore - 560027.

Appearance

Advocate for I Party : Self

Advocate for II Party : Mr. Z. N. Hansi

II Party

The Vice President - HR & Admin,
Air India SATS Airport Services
Private Limited,
Plot No. C-05L, KIAL, Devanahalli,
Bangalore - 560300.

AWARD

The Central Government vide Order No. L-11012/19/2016-IR(CM-I) dated 31.10.2016 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the action of the Air India SATS Airport Services Private Limited, Bangalore, in terminating the services of Sh. Manjunatha N w.e.f. 02.12.2015 is legal and justified. If not, what relief the workman is entitled to and from which date?”

On receipt of the reference order, notice was issued to both the parties: as per the order sheet of 09.01.2017 1st Party attended the hearing date, but thereafter did not turn up. 2nd Party is represented by their learned counsel and filed their statement. Second time notice was issued to the 1st Party through RPAD and was served but he opted out of the present proceedings.

2. 2nd Party have filed their statement contending that,

It is a Private Limited Company registered under Companies Act, 1956 engaged in providing Cargo handling and Ground handling services to Kempegowda International Airport, Devanahalli, Bengaluru and certain Airports in India: the activities also include Passenger Handling, Baggage Handling, Ramp Handling, Cabin Cleaning, Load Control, Flight Operations, Administrations etc., as also Airport Passenger Check-in, Arrival, Transit / Transfer Handling, Departure Handling, Excess Baggage, Security Services etc. Workmen's cadre recruitments are carried through word of mouth from amongst the existing employees, they are encouraged to bring their friends, relatives and people known to them: when they come to the gate, applications

are received at the Gate by the Security Staff: most of the workers are from neighbouring areas, villages. Once they report to the gate, they go through recruitment process, if they are selected they are given 'Fixed Term Engagement' letter setting out the terms and conditions of employment.

3. The 1st Party Sh. Manjunatha was issued employment letter dated 08.06.2012 by following the procedure and process as above: he was taken as Ramp-EO-Agent-1 for a period of 3 years w.e.f 11.06.2012, as the requirement permissible was for that duration only: the contract was renewed for a period of one more year, thereafter he was given 'End of Contract' w.e.f 11.06.2016, on completion of his contract period as per clause 15 of the Contract Letter. In the Contract Letter itself it was shown that 2nd Party has 'Secured' ground handling 'Contracts' at Airports in India. Every 'Contract' has a limited time period of existence; future renewal of such contract depends on many factors over which no single Party will have any control.

4. It is further stated that the engagement of workmen is only on 'Fixed Term Engagement' basis: the letter of 'Fixed Term Engagement' which stipulated the terms regarding training, monthly emoluments, statutory benefits etc., is accepted by him. On 03.09.2015 around 23.52 hours while handling Flight MH 192/193 at Bay No. 10, during the arrival of the flight, 1st Party's jacket became wet since it was raining. After completing the offloading activities, he had put his rain jacket in front of Air Intake Inlet: immediately the jacket got sucked inside the aircraft air-conditioning hose pipe. With Captain's approval Jet Airways Engineer removed the air-conditioning intake panel board and retrieved the jacket and finally flight departed safely: he was charged for the aforesaid miscount for violating safe work procedures near Aircraft with passengers on board and as an act of 'Sabotage'. He was suspended w.e.f 05.09.2015. He was issued charge sheet on 08.09.2015: Enquiry Committee held the enquiry on 16.09.2015; he submitted his explanation accepting the misconduct. Based on his admission, Enquiry Committee found him guilty of charges: his action constitutes serious breach of safety norms and Standard Operating Procedure – his action has put at risk the aircraft and the life of passengers and the crew: it would have threatened the safety of the whole Airport because of Aircraft huge explode.

It is further stated that after going through the whole incident and gravity of mistake, he was terminated from service by the Management w.e.f 02.12.2015: against the order of his termination he raised the dispute but not denied the incident: but contended in his petition that he was ignorant of the fact that his jacket will be sucked by the Air-Conditioning Intake Panel Board. The Management filed an application under Sec 33(2)(b) of 'the Act' requesting approval of action taken in terminating him from service. At that time matter was pending conciliation, the approval application was rejected vide order dated 17.11.2016. In view of the rejection of the approval application Mr. Manjunath was entitled for full back wages as if he was deemed to be employee of the company. 2nd Party Management has given End of Contract w.e.f 10.06.2016 itself. There is no employer employee relationship between the parties. He was paid back wages from the date of suspension till the order of termination by subtracting the subsistence allowance (which was already paid) i.e. from 05.09.2015 to 02.12.2015. And again, from the date of termination till the End of Contract i.e. from 02.12.2015 to 10.06.2016. Thus, the management had paid Rs. 1,19,669/- to the 1st Party through cheque bearing No. 006927 dated 08.03.2017 towards payment of his full back wages for the period 05.09.2015 to 10.06.2016 against the order of the Regional Labour Commissioner (Central) dated 17.11.2016. He has received the amount without any objection towards full and final settlement. He is paid even for the months he was suspended and not worked. The termination is not stigmatic as he was relieved after paying full fixed term contract. His service contract is legally terminated: the provision of Sec 2 (oo) (bb) of 'the Act' is not applicable in this case.

5. To corroborate the above averments the 2nd Party has produced documents which are taken on records as Ex M-1 to Ex M-18.

His 'Fixed Term Engagement' vide Ex M-1 stipulates the condition of engagement like Training, Probation and Confirmation, Compensation, Statutory Benefits and Deductions, Medical Benefits and Fitness, Location, Personal Particulars, Uniforms, Identity Card and AEP, Accommodation and Transportation, Working Hours, Attendance, Leaves and Termination of Service. The order also stipulates Company Policies, Confidentiality and the Code of Conduct.

6. He is terminated as a measure of punishment since the charges alleged against him came to be proved during the Domestic Enquiry. The charge sheet is Ex M-5: constitution of Enquiry Committee is Ex M-6, Inquiry Notice is Ex M-7, Reply of 1st Party is Ex M-8, Proceedings and Findings of Enquiry is Ex M-9 and the Termination order is Ex M-10. The Termination Order was w.e.f. 02.12.2015, however, they have paid full back wages at Rs. 1,19,669/- (Photostat copy of the cheque (Ex M-11) from the date of suspension i.e. from 05.09.2015 till the end of contract i.e. 10.06.2016: intimation letter is Ex M-12. It is interesting to note that subsequently on 26.04.2017 1st Party has sought for a Permission Letter and Eligibility Certificate so that he may take employment elsewhere, the letter is Ex M-13. Ex M-14 is the Conciliation Failure Report. Ex M-15 is

the Clearance Certificate given to the workman while reliving him: Ex M-16 is the document of Full and Final Settlement, Ex M-17 is the reliving letter and Ex M-18 is the Surrender of Permanent AEPs on End of Contract.

7. From the above it stands clear that the severance of relationship between the Parties is on account of End of Contract and there remains no relationship of employer and employee between them. Though the 1st Party was tried during the Domestic Enquiry on the allegation of misconduct the Punishment Order is not executed. The action of the 2nd Party is legal and justified. In the absence of any claim by the 1st Party workman there is no scope to invoke the jurisdiction vested with this Tribunal under Sec 11-A of 'the Act'.

AWARD

The Reference is rejected.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 31st December, 2020)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 10 मार्च, 2021

का.आ. 274.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. -1, धनबाद के पंचाट (संदर्भ संख्या 251/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05.03.2021 को प्राप्त हुआ था।

[सं. एल-20012/90/2000-आईआर (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 10th March, 2021

S.O. 274.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 251 of 2000) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 05.03.2021.

[No. L-20012/90/2000-IR(CM-I)]

RAJENDER SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

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

Reference: No. 251/2000

Employer in relation to the management of Western Jharia Area, Moonidih of M/s. BCCL

AND

Their workman

Present: Shri Dinesh Kumar Singh, Presiding Officer

Appearances:

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

For the workman. : None

State : Jharkhand.

Industry:- Coal

Dated : 28.01.2021

AWARD

By Order No.L-20012/90/2000-(C-I) dated 07/09/2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

“Whether the action of the management in not sending Shri Bramhdeo Paswan to Medical Board for age determination and in not seeing the Form “B” register of Murlidih 20/21 Pits Colliery of Western Jharia Area of M/s. BCCL Dhanbad is justified?” If not, to what relief is the concerned workman entitled?”

2. After receipt of the reference, both parties were noticed and both parties appeared for certain dates, but subsequently the union/workman and management left appearing before the Tribunal. Thereafter again regd. notice was issued to both the parties as a result management appeared but no one appeared on behalf of the workman/union. Now the Case is pending since 25/09/2000 and workman/union is not appearing before Tribunal. so, it is felt that workman/union has lost its interest in this matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 10 मार्च, 2021

का.आ. 275.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सी.सी.एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. —1, धनबाद के पंचाट (संदर्भ संख्या 54/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05.03.2021 को प्राप्त हुआ था।

[सं. एल-20012/467/2000-आईआर (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 10th March, 2021

S.O. 275.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 54 of 2001) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. CCL and their workmen, which was received by the Central Government on 05.03.2021.

[No. L-20012/467/2000-IR(CM-I)]

RAJENDER SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

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

Reference: No. 54/2001

Employer in relation to the management of Churi Colliery of M/s. CCL

AND

Their workman

Present: Shri Dinesh Kumar Singh, Presiding Officer.

Appearances:

For the Employers : None

For the workman. : None

State : Jharkhand.

Industry:- Coal

Dated : 28.01.2021

AWARD

By Order No.L-20012/467/2000-(C-I) dated 19/02/2001 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

“Whether the demand of the union to provide employment to Shri Baleshwar Dusad, dependent son of late Kari Dusad on compassionate ground as per provision of 9.4.2 of NCWA-IV is proper and justified? If so, to what relief is the said dependent entitled?”

2. After receipt of the reference, both parties were noticed but neither the union/workman nor the management appeared before the Tribunal. Thereafter registered notice was again issued to the workman/union and the management but the notice of union/workman returned with endorsement of “Insufficient Address”. Now the Case is pending since 08/03/2001 and workman/union is not appearing before Tribunal. so, it is felt that workman/union has lost its interest in this matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 10 मार्च, 2021

का.आ. 276.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 41/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05.03.2021 को प्राप्त हुआ था।

[सं. एल-20012/199/2004-आईआर (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 10th March, 2021

S.O. 276.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 41 of 2005) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 05.03.2021.

[No. L-20012/199/2004-IR(CM-I)]

RAJENDER SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

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

Reference: No. 41/2005

Employer in relation to the management of Bastacolla Area of M/s. BCCL

AND

Their workman

Present: Shri Dinesh Kumar Singh, Presiding Officer

Appearances:

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

For the workman : None

State : Jharkhand.

Industry:- Coal

Dated : 28.01.2021

AWARD

By Order No.L-20012/199/2004-IR(C-I) dated 31/03/2005 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

“Whether the demand of the Dhanbad Colliery Karamchhari Sangh from the management of BCCL, Bastacolla Area that Sh. Lalan Prasad Bind, general mazdoor may be regularized as shovel operator is justified? If so, to what relief is the workman entitled & from what date?”

2. After receipt of the reference, both parties were noticed but the workman/union didn't appear before the Tribunal. Thereafter again two regd. notices were issued to both the parties and consequently management appeared in this case but the workman/union did not appear before Tribunal. Now the Case is pending since

04/05/2005 and workman/union is not appearing before Tribunal. so, it is felt that workman/union has lost its interest in this matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 10 मार्च, 2021

का.आ. 277.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 24/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05.03.2021 को प्राप्त हुआ था।

[सं. एल-20012/422/2000-आईआर (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 10th March, 2021

S.O. 277.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 24 of 2001) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 05.03.2021.

[No. L-20012/422/2000-IR(CM-I)]

RAJENDER SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

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

Reference: No. 24/2001

Employer in relation to the management of Kustore Area of M/s. BCCL

AND

Their workman

Present: Shri Dinesh Kumar Singh, Presiding Officer

Appearances:

For the Employers : None

For the workman : None

State : Jharkhand

Industry:- Coal

Dated : 28.01.2021

AWARD

By Order No.L-20012/422/2000-(C-I) dated 25/01/2001 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

“Whether the action of the management of M/s. BCCL in terminating the services of the workman Sri Lachhman Bhuia Miner Loader of Simlabahal Colliery is justified & legal? If not, to what relief is the workman entitled?”

2. After receipt of the reference, both parties were noticed but neither the workman/union nor the management appeared before the Tribunal. Thereafter registered notice was issued to the workman/union which returned with endorsement of “unclaimed”. Now the Case is pending since 01/03/2001 and workman/union is not appearing before Tribunal. so, it is felt that workman/union has lost its interest in this matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 15 मार्च, 2021

का.आ. 278.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या 21/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15.03.2021 प्राप्त हुआ था।

[सं. एल-12011/06/2015-आई आर (बी-1)]

डी. गुहा, अवर सचिव

New Delhi, the 15th March, 2021

S.O. 278.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 21/2015) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 15.03.2021.

[No. L-12011/06/2015-IR(B-I)]

D. GUHA, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR****NO. CGIT/LC/R/21/2015****Present:** P. K. Srivastava, H.J.S..(Retd)

The General Secretary
Dainik Vetan Bhogi Bank Karmachari Sanghthan
F-1, Karambhoomi, Tripti Vihar,
Opposite Engineering College,
Ujjain (M.P.)

...Workman

Versus

The Assistant General Manager,
Region-3, State Bank of India,
RBO-5, Yashwant Niwas Road,
Indore (M.P.)

...Management

AWARD**(Passed on this 24th day of February 2021)**

1. As per letter dated 13/2/2015 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-12011/06/2015-IR(B-1) The dispute under reference relates to:

“Kya Assistant General Manager, Region-3, State Bank of India, RBO-5, Yashwant Niwas Road, Indore dwara Shri Satish Kumar Goswami ko denank 4-2-2005 se 24-1-2011 tak varsh mein 240 deno se adhik kaam karwakar denank 24-1-2011 se bena kase notice ya muawaja ke kaam se betha dena nyayochit hai? Agar nahi to Shri Satish Kumar Goswami kes anutosh ke adhikari hain? .”

1. After registering the case on the basis of reference, notices were sent to the parties and they have filed their respective statements of claim and defense.

2. The case of the workman as stated in his statement of claim is that he was first engaged under the oral orders of the then Branch Manager Shri Satish Bhatiya on 4-2-2005 as a daily wager casual labour and was paid Rs.60/- per day as remuneration. He used to work inside the bank as peon and messenger. He was given a motorcycle for travelling for bank purposes and was paid petrol expenses. His remuneration was extended from time to time up to Rs.160/- per day. He was engaged and paid remuneration as well as bonus within the period of 4-2-2005 to 24-1-2011 in different fictitious names. He had completed 240 days of continuous service in the year preceding the date of his disengagement on 24-1-2011. His disengagement is violative of Section 25-B, 25-F, 25-G and 25-N of the Industrial Disputes Act, 1947, herein after referred to as the word "Act" because no notice for retrenchment or compensation was paid to him. The principle of first come and last go was not followed. The workman has accordingly prayed for his reinstatement with all back wages, setting aside his disengagement.

3. According to the Management, the workman was never engaged/appointed by bank at any point of time. No appointment letter was issued to him. The Bank has certain rules and procedures for appointment. No Rule or procedure was followed in the case of the present workman. In fact the workman was engaged purely as a casual labour on daily basis due to exigency of work for one or two hours in a week and maximum 10 to 12 days in a month. He was free not to come on

the next day and the Management was at liberty to not engage him on the next day. He was paid remuneration on daily basis and was never in continuous engagement of Bank at any time. He never worked continuously for 240 days in the year preceding the date of his alleged dis-engagement, hence no question of violation of any provisions of the Act. Accordingly the Management has prayed that the reference be answered against the workman.

4. The workman has filed a bundle of photocopy documents which were not admitted by the management. The Workman is not examined and nor did he produce any witness in support of his claim.

5. The Management also has not examined any witness in defence.

6. At the time of arguments, none appeared from the side of the workman. Shri V. K. Tripathi, learned counsel for Management has filed written arguments. I have gone through the written arguments on record.

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

8. The burden to prove that the workman was in continuous engagement of the Management for a period of more than 240 days in the year preceding the date of his dis-engagement lies on workman himself. It has been so held in the cases of **Range Forest Officer Vs. S.T. Hadimani**, (2002) 3 SCC 25, Krishna Bhagya Jala Nigam Ltd. Vs. Mohd. Rafi (2009) 11 SCC 522, Essen Deinki Vs. Rajiv Kumar (2002) 8 SCC 400, Municipal Corporation, Faridabad Vs. Siri Niwasn (2004) 8 SCC 195, RBI Vs. Mani (2005) 5 SCC 100 and many other cases referred by learned counsel. the workman has failed to lead any evidence to support his claim and prove the photocopy documents, hence holding his claim not proved, the workman is held entitled to no relief.

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

A. The action of Assistant General Manager, Region-3, State Bank of India, RBO-5, Yashwant Niwas Road, Indore in terminating the services of Shri Satish Kumar Goswami w.e.f from 24-1-2011 is held to be legal and justified.

B. The workman is held entitled to no relief.

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

DATE: 24.2.2021

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 15 मार्च, 2021

का.आ. 279.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 1) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट (संदर्भ संख्या 23/2013.14) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15.03.2021 प्राप्त हुआ था।

[सं. एल-12012/118/2012-आई आर (बी-1)]

डी. गुहा, अवर सचिव

New Delhi, the 15th March, 2021

S.O. 279.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 23/2013-14) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Nagpur as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 15.03.2021.

[No. L-12012/118/2012-IR(B-I)]

D. GUHA, Under Secy.

ANNEXURE

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

Case No. CGIT/NGP/23/2013-14

Date: 27.01.2021

Party No.1: (a) The Dy. General Manager & Appellate Authority,
State Bank of India, Administrative Office,
Railway Station Road, Kingsway, Nagpur,
Nagpur – 440001.

- (b) The Branch Manager, State Bank of India,
Umrer, Distt.- Nagpur.

V/s.

Party No. 2:

Shri. Subhash S/o Janu Bijlekar,
R/o Plot No. 41, Anmol Nagar,
Wathoda Ring Road, Nagpur.

AWARD
(Dated:-27th Jan 2021)

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 State Bank of India and their workman, Shri Subhash S/o Janu Bijlekar for adjudication, as per letter **No.L-12012/118/2012-IR (B-I) Dated 02.05.2013**, with the following schedule:-

"Whether the action of the management of State Bank of India, Administrative Office, Nagpur through its Dy. General Manager & State Bank of India, Umrer Branch, Distt. Nagpur through its Branch Manager by dismissing Shri. Subhash S/o Janu Bijlekar from service w.e.f. 20.01.2010 is legal & justified? If not, to what extent, the workman is entitled for relief."

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement, in response to which, the workman Shri Subhash Janu Bijlekar, ("the workman" in short) filed the statement of claim and the management of State Bank of India, ("Party no.1" in short) filed the written statement.

The case of the workman as presented in the statement of claim is that, after retirement from Indian Army, Party No. 1, bank appointed him as Security Guard at Umrer Branch, Nagpur. According to him, on the complaint of Miss Sunita Padole, Party No. 1 started departmental enquiry against him, because Sunita Padole asserted that, Rs. 10,000/- is less in her account. Party No. 1 suspended him on 19.07.2008 and FIR was lodged against him on 31.07.2008. Charge sheet was issued against him and preliminary enquiry conducted by Enquiry Officer. He filed reply, but Party No. 1 did not consider his reply properly and Party No. 1 did not supply him copy of the CC TV footage of the bank.

3. According to the workman, para 505 of Shastri Award and 521(3) governs matter concerning the disciplinary procedure under that, bank is barred from continuing disciplinary enquiry or from imposing any punishment during the pendency of trial. After completing the enquiry, Disciplinary Authority on 31.01.2009, issued second show cause notice before punishment. He filed reply, but during the enquiry, ATM card was never produced and he was not permitted to cross-examine the main witnesses, so according to the workman, Party No. 1 deliberately/intentionally avoided main evidence.

4. After the dismissal from services, he filed appeal, but he was not represented by defence representative, so principle of natural justice was not followed. According to him, Party No. 1 dismissing him from service without notice and following principle of natural justice.

5. Party No. 1 filing replies by denying all material facts, which were asserted by the workman in his statement of claim. According to them, after issuing charge sheet, preliminary enquiry started, workman was present in all hearing dates with his defence representative and he received copy of all proceedings. According to them, the workman was given opportunity to inspect the site from where, ATM card was stolen and kept back. All demand of employee were fulfilled to follow the principle of natural justice.

6. According to the Party No. 1, workman was given an opportunity to give the defence brief and personal hearing before passing the final order. According to the Party No. 1, it is not correct to say that, finding of Enquiry Officer are perverse and such enquiry is vitiated, does not hold water. So, they prayed that, Tribunal pass an order against the workman but in favour of Party No. 1.

7. **Point of determination:**

- i. Whether dismissal of the workman is legal and justified?
- ii. If no, whether the workman is entitled to any relief?

Reasons for determination:

8. On behalf of the workman, it was argued that, CC TV footage was not supplied by the Party No. 1 and proper opportunity was not given in conduction of departmental enquiry as well as appeal proceeding. This argument was denied by the Party No. 1 by asserting that, “The CCTV footage of the ATM machine has already been filed during the Course of Enquiry, wherein the workman is clearly seen using the ATM card. It proves beyond doubt that the workman has used the ATM card”. On behalf of the workman, he examined himself as PW-1. In para 21 & 22 of his cross-examination, he admitted that, he was posted at Umrer Branch on 23.06.2008. He was served with charge sheet after receiving suspension order and then he filed reply to the charge sheet.

9. According to the workman (in court statement), admitted that, enquiry started from 16.02.2009 to 15.09.2009, he attended every sitting of the enquiry and he put his signature on proceeding. His defence representative was Mr. Girish Rajkarne. He also admitted that, Party No. 1 supplied him the documents and he also filed documents. He cross-examined the witnesses of Party No. 1 and he also examined himself as a defence witness. He also participated in argument and filed his defence brief. Party No. 1 gave show cause notice with enquiry report. He also filed appeal and argued before Appellate Authority. He also admitted that, he had no personal enmity with the Enquiry Officer.

On going the above cross-examination, I found that, workman nowhere mentioned that, in which way, he was suffered or prejudiced in the departmental enquiry.

10. On behalf of the workman, It was argued that, complainant, Miss. Sunita Padole is an account holder of the respondent bank of Umrer branch, she Surreptitiously took out surrendered ATM card, “and when the bank could lodge complaint on the basis of CCTV Footage of ATM, the CCTV footage of the internal premises of the bank was and is vital piece of evidence, which the bank was required to preserve” and also argued that “Disciplinary authority without looking to the submissions made by the appellant in his reply to the show-cause notice proceeded to impose punishment and vide letter dated 20/01/2010 issued copy of order informing the appellant to have been dismissed from services” and also argued that “Appellate authority without perusing the record and listening to the appellant where the appellate authority knew and understood that the appellant was not being represented by Defense representative and he was absent-----passed order dated 18/03/2010 stating that appellant chose to defend himself-----appeal preferred by the appellant mechanically without giving any findings or reasoning” and also argued that punishment is not based on proportionate to miss conduct and shocking to workman. They relied on following case laws:-

Indian Iron & Steel Co V/s Their workman 1958 AIR 130, Workman of M/s Firestone Tyres V/s Management & Ors, Bindeshwar Singh V/s CGIT, Jabalpur writ Petition No. 4064 of 1999, Divisional Railway Manager V/s Shri. B S Pal Writ Petition No. 6700 of 2008, M. Gourishankar V/s The Presiding Officer and Ors & Indian Airlines V/s V.K. Gupta LPA-No. 36/2007 Decided on 20/11/2008 by the Hon’ble High Court Delhi now I want to see the principle laid down in these case laws:-

- (i) “The powers of an Industrial Tribunal to interfere in cases of dismissal of workman by the company, are not unlimited and the Tribunal does not act as a court of appeal and substitute its own judgment for that of the management. When there is want of good faith, when there is victimization or unfair labour practice, when the management has been guilty of a basic error or violation of a principle of natural justice, or when on the materials the finding is completely baseless or perverse”.
- (ii) “The contention that the stage for interference under section IIA by the Tribunal is reached only when it has to consider the punishment after having accepted the finding of guilt recorded by the employee, could not be accepted. The Tribunal under s. IIA can consider the question of guilt as well as of punishment. It can also alter the punishment imposed by an employer”.
- (iii) “Conviction in a criminal trial depends on a strict proof and the benefit of doubt is always given in favour of the accused, however, departmental proceedings does not depend on strict proof but on probabilities also having regard to the fact that whether the employee deserves to be continued in service after having committed misconduct as defined under the statute”.
- (iv) “The consideration of this aspect of the matter as made by the CGIT would indicate that CGIT had applied its mind to the fact situation and while imposing the alternate punishment has also denied the major benefits”.
- (v) “The Supreme Court has clearly held that after the introduction of Section 11A of the Industrial Disputes Act with effect from 15.12.1971, the Labour Court has the power of an Appellate Court and It can also re-appreciate the evidence and come to different conclusion if the situation so

warrants.-----The Tribunal is now at liberty to consider not only whether the finding of misconduct recorded by an employer is correct, but also to differ from the said finding if a proper case is made out”.

- (vi). “ Having examined the impugned order as well as the record, it is plain to this Court that there is no evidence to show that the Respondent was found with the card board box in the passenger bus.----- The punishment of dismissal from service was, in the facts of the present case, indeed shockingly disproportionate”.

With full regard with the above case law, my opinion is that, this case law distinguishes on the basis of fact.

11. On behalf of management, (Party no.1 argued that, the charged employee holds a position of trust where honesty and integrity are inbuilt requirements of functioning and, therefore, in our opinion, the matter should be dealt with firmly with firm hands and not leniently). It is also argued that “to put difference 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 certain litigations it may, in exceptional and rare cases, impose appropriate punishment by recording cogent reasons in support thereof. In a normal course if the punishment imposed is shockingly disproportionate it would be appropriate to direct the Disciplinary Authority or the Appellate Authority to reconsider the penalty imposed” they relied following case laws: **(2011) 4 SCC 585, State Bank of Bikaner and Jaipur V. Nemi Chand Nalwaya, AIR 2003 SC 1463, Regional Manager, U.P.S.R.T.C., Etawah v. Hoti Lal, (2006) 7 SCC 218, State Bank of India Vs. Ramesh Dinkar Punde, AIR 1996 SC 1557, Bharat Forge Company Ltd., A.B. Zodge, 2010 (6) Mh.L.J., 309, General Secretary & General Kamgar Union Vs. Noble Paint and Varnish Co. Pvt. Ltd. (Bombay High Court) :-**

- (a) Held, (If the charged employee holds a position of trust where honesty and integrity are inbuilt requirements of functioning, it would not be proper to deal with the matter leniently. Misconduct in such cases has to be dealt with iron hands. Where the person deals with public money or is engaged in financial transactions or acts in a fiduciary capacity, highest degree of integrity and trust-worthiness is must and unexceptionable. Judged in that background, conclusions of the Division Bench of the High Court do not appear to be proper. We set aside the same and restore order of learned Single Judge upholding order of dismissal).
- (b) Held, (A Bank is justified in contending that not only the employees who are dishonest, but those who are guilty of gross negligence, are not fit to continue in its service).
- (c) Held, (Without prejudice to the arguments of the Bank, if this Hon’ble Tribunal holds that the findings of the enquiry officer are not based on the evidence or that the findings of the enquiry officer are perverse or there is no evidence for the proof of the misconduct against the workman or that the enquiry conducted against the workman is vitiated for any reason whatsoever, then the opportunity be given to the Bank to prove the misconduct of the workman before this Hon’ble tribunal by adducing the evidence in support of the charges levelled against the workman).
- (d) Held, (A statement by respondent/plaintiff that goods have been misappropriated is not only a case of willful misconduct but such act is even more than the case of willful misconduct, and it is this case of the respondent/plaintiff which was proved that on account of the goods not having been traced and thus in fact the goods have been misappropriated. Obviously, misappropriation cannot be by a legal entity such as the appellant/defendant or its agent airline company, but by its employees or agents who have been dealing with the goods. There are judgments of various courts which hold that once goods are not traced and there is an averment of the same being misappropriated----- It has discharged its onus of proof because onus of proof is discharged by leading positive evidence, with the aspect that positive evidence also ordinarily does not absolve a carrier because liability of a carrier is a strict liability equal to that of an insurer).
- (e) Held, (The person who claimed to be the account-holder was an impostor, the Bank cannot be found fault with if it says that it has lost confidence in the employee concerned. A Bank is justified in contending that not only the employees who are dishonest, but those who are guilty of gross negligence, are not fit to continue in its service).
- (f) Held, (Without prejudice to the arguments of the bank, if this Hon’ble tribunal holds that the findings of the enquiry officer are not based on the evidence or that the findings of the enquiry officer are perverse or there is no evidence for the proof of the misconduct against the workman or that the enquiry conducted against the workman is vitiated for any reason whatsoever, then the opportunity be

given to the Bank to prove the misconduct of the workman before this Hon'ble Tribunal by adducing the evidence in support of the charges levelled against the workman.

12. On behalf of the workman, it was argued that, CC TV footage of ATM room was supplied by the Party No. 1, but they did not supply inner bank campus and Party No. 1 did not supply the documents, so they argued that, fair opportunity was not given to the workman. By denying this argument, Party No. 1 argued that, they keep CC TV footage up to 90 days, but workman demanded other CC TV footage of bank campus after 90 days, so it is not possible, because these are deleted automatically. This Tribunal decided this matter on 19.01.2018. We also discussed this argument in the order of V.D.E. dated 25.06.2019, in which this Court found that, CC TV footage of bank campus is not possible for bank after 90 days, because workman applied lately to the bank. It also appears that, ATM footage clearly shows the picture of workman. It also appears that, management/party No. 1, decided such type of application on 05.05.2009. In this way, workman's argument is not sustainable.

13. On behalf of the workman i.e. Party no. 2 examining himself to prove his case but nobody examining on behalf of management nobody is examining. Mr. Subhash s/o of Janu Bijlekar in the para no. 4 & 6 of the evidence on affidavit asserted that police complain was loused in Umrer police station under section 379 of I.P.C. & also asserted that CCTV footage of the bank which is installed has never been supplied to him and the same was a must for fair disposal of the inquiry but this Court observe in order of V.D. dated 25-06-2019 on the basics of evidence that "Workman demanded other CCTV footage of bank campus after 90 days so it is not possible because these are deleted automatically.....On perusal of the record, Bank passed written order, CC TV footage on 05.05.2009".

14. The workman, Subhash, PW-I in Para 10 of Examination in chief, asserted that, "The ATM card was never produced during the course of enquiry by the respondent and that the appellant was never allowed/permitted to cross-examine.....wan not provided with the minutes of Preventive vigilance Committee even after several requests.....Appellant destroyed the entire evidence which could prove that the appellant was not the culprit", but para 21 of cross-examination, he admitted that, his defence representative, Mr. Girish Rajkarne cross-examined the prosecution witnesses and he also examined himself, i.e. he admitted all these facts in cross-examination, which was denied by him in chief examination.

15. The workman, Subhash, PW-I in Para 11 of Examination in chief, asserted that, he filed appeal before the Appellate Authority on 02.03.2010 and submitted his contentions in detail that, principles of natural justice have not been followed and also asserted that, his appeal was dismissed mechanically without giving any findings or reasoning and also asserted in para 13 that, the impugned order dated 20.01.2010, passed by the Disciplinary Authority and order dated 18.03.2010 passed by the Appellate Authority and also asserted that, he challenged this order before the Hon'ble High Court by Writ Petition No. 3010/2011, but in para 22 of his cross-examination, he denied that, he had filed any appeal before the Appellate Authority, but he admitted that, he orally requested to the Dy. General Manager and also admitted that, he had no personal enmity with E.O. He also admitted that, he received Show Cause notice with the copy of the Enquiry Report and also filed reply to the show cause notice.

16. On perusal of the statement, Shri Subhash, PW-1 and on perusal of the enquiry report. Order of VDE dated 25.06.2019 gave detailed reason about following the principles of natural justice and I held that, "The departmental enquiry held against the workman is legal, proper and in accordance with the principles of natural justice". Party admitted that, they are not challenging this order before any forum. On perusal of the enquiry proceedings, it appears that, Party No. 1 examined the complainant, Sunita during the enquiry. It also appears that, petitioner's representative, Shri Girish Rajkarne cross-examined this witness and order of enquiry was passed in detail with discussing law point. It is also observed that, Party No. 2 filed 8 documents during the proceedings before this Tribunal, which were admitted by the Party No. 1, so these are exhibited from W-I to W-VIII. It also appears that, in Writ Petition No. 3010/2011, Division Bench of Hon'ble High Court, passed an order dated 30.06.2011.

17. Now I want to see the Inquiry Report date. 14.11.09 against which the Inquiry Officer found guilty of workman after giving findings against 3 allegations in which allegation No.1 is partly proved and other 2 allegations are proved in which Inquiry Officer find that the workman i.e. party No.2 has withdrawn Rs.10,000/- by using surrender ATM card and also giving finding that workman has credited Rs.10,000/- in complainant's a/c. i.e. Kum. Sunita Tendole bearing a/c. No. 11341475307. Inquiry Officer also observed that FIR lodged against the workman i.e. party No.2 u/s. 379 of IPC. He also observed that Dy. Accounts Manager Mr. Gedam to give police statement that workman was habitual of a small thefts from time to time in the past which were not reported to the police but these thefts are not specifically denied by the workmen i.e. party No.2 nor they disprove the fact by cognizant reliable evidence. So adverse inferences can be drawn against the workman. So in my humble opinion I observed that Inquiry Officer Shri B.S. Sawardekar's report appears to be reliable and based on evidence. This fact is also supported by the workmen court statement he admitted that he had no

enmity with Inquiry Officer. So in my humble opinion the conclusion of the Inquiry Officer is based on cognizant evidence and need not be interfered. In this way argument of workman's advocate is not sustainable.

18. As far as punishment is concerned, Inquiry Officer also reveals that SBI is a public organization dealing with finance and is working on trust of customers. If such type of events is permitted which has been resulted in tarnishing the image of the bank. It also appears that workman i.e. party No.2 also approached to the complainant to withdraw the complaint. It also appears that the workman deposited that withdrawal amount in the account of complainant. It also appears that FIR is made against the workman but what happened in this FIR, it is not told by any party. So such type of bank services needs trust and confidence. So in my opinion, in ratio to the mis-conduct of the workman, the punishment of dismissal is required so I do not want to interfere in the punishment. In this way argument of workman's advocate is not sustainable.

19. Judging the present case with the touchstones of principles laid down in the above case laws, my humble opinion is that, observation of the management i.e. Party No. 1 regarding dismissing of the workman/Party No. 2, is legal and proper. It is also observed that, the workman/Party No. 2 is not entitled to any further relief, because, he admitted in para 23 of his cross-examination that, he is doing private job of building supervisor and earning Rs. 10,000/- per month. Hence, it is ordered:

ORDER

The action of the management of State Bank of India, Administrative Office, Nagpur through its Dy. General Manager & State Bank of India, Umrer Branch, Distt. Nagpur through its Branch Manager by dismissing Shri. Subhash S/o Janu Bijlekar from service w.e.f. 20.01.2010 is legal & justified. The workman is not entitled to any relief.

S. S. GARG, Presiding Officer

नई दिल्ली, 15 मार्च, 2021

का.आ. 280.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम मध्य रेलवे प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या 97/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15.03.2021 प्राप्त हुआ था।

[सं. एल-41012/37/2015-आई आर (बी-1)]

डी. गुहा, अवर सचिव

New Delhi, the 15th March, 2021

S.O. 280.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 97/2015) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur as shown in the Annexure, in the industrial dispute between the management of West Central Railway and their workmen, received by the Central Government on 15.03.2021.

[No. L-41012/37/2015-IR(B-I)]

D. GUHA, Under Secy.

ANNEXURE

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

NO. CGIT/LC/R/97/2015

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

Shri Keshav Rai
S/o Late Kalicharan
R/o Lemuabad (Sonutola)
Post Lumuabad
Tehsil Pandarak,
District Patna
Patna (Bihar)

...Workman

Versus

The Divisional Railway Manager(P)
West Central Railway,
Jabalpur (M.P.)

... Management

AWARD

(Passed on this 16TH day of February-2021)

1. As per letter dated 29/9/2015 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-41012/37/2015-IR(B-1) The dispute under reference relates to:

“Whether the action of the management of Divisional Railway Manager, West Central Railway Jabalpur in terminating the services of Shri Keshav Rai, Ex-casual Labour S/o Sh. Late Kalicharan w.e.f. 21-8-1982 is legal and justified? If not, what relief the workman is entitled to?”.

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

The workman did not appear inspite of notice to him and did not file any statement of claim.

3. The Management has filed statement of claim wherein it was stated that the workman had first completed only 56 days as a casual labour. The documents produced by the workman regarding his engagement were found fake as the documents itself disclosed that the workman was about 12 years of age at the time of his first engagement as casual labour which is not permissible in law. Therefore the Screening Committee rejected the claim of the workman. The Management has accordingly prayed for answering the reference against the workman.

4. The workman did not produce any evidence. The Management has filed affidavit of its witness which is un-cross-examined.

5. At the time of arguments, none appeared from the side of the workman, hence the arguments of Shri A. K. Shashi, learned counsel for Management was heard.

6. The reference is the point for determination in the case in hand

7. The burden to prove the claim lies on the workman in which he has failed. The Management has proved its case by un-cross-examined affidavit of its witness.

8. In such circumstances, holding the claim of the workman not proved, the reference deserves to be answered against the workman.

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

A. The action of the management of Divisional Railway Manager, West Central Railway Jabalpur in terminating the services of Shri Keshav Rai, Ex-casual Labour S/o Sh. Late Kalicharan w.e.f. 21-8-1982 is held to be legal and justified.

B. The workman is held entitled to no relief.

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

DATE: 16.2.2021

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 16 मार्च, 2021

का.आ. 281.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सैन्ट्रल बैंक आफ इंडिया के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ सं. 116/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.03.2021 को प्राप्त हुआ था।

[सं. एल-12012/144/2004-आई आर (बी-II)]

सीमा बंसल अनुभाग अधिकारी

New Delhi, the 16th March, 2021

S.O. 281.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 116/2004) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, NAGPUR as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen, received by the Central Government on 16.03.2021.

[No. L-12012/144/2004-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

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

Case No. CGIT/NGP/116/2004

Date: 26.02.2021

Party No.1 : The Regional Manager,
Central Bank of India, Regional Office,
Victoria Building, Kamptee Road,
Nagpur-440001

Versus

Party No. 2 : Shri Bhujang S/o. Narayan Gotphode,
At Loni, Tah-Arni, Distt. Yavatmal,
Maharashtra.

AWARD

(Dated: 26th February, 2021)

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 Central Bank of India and their workman, Shri Bhujang Gotphode, for adjudication, as per letter **No.L-12012/144/2004-IR (B-II) dated 20.10.2004**, with the following schedule:-

"Whether the action of the management in relation to Central Bank of India, in terminating the services of Shri Bhujang Narayan Gotphode, Central Bank of India, Loni Branch, Tah. Arni, Distt. Yavatmal is legal & justified? If not, what relief is the workman entitled to?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, shri Bhujang Gotphode, ("the workman" in short), filed the statement of claim and the management of the Central Bank of India ("Party No. 1" in short) filed its written statement.

The case of the workman is that he came to be appointed with party No.1 orally on 01.01.1996, as a labourer on daily wages and he worked at Loni Branch of the Bank, as per the direction of party no.1 and his services were utilized by the Branch Manager at Loni Branch even for the purpose of collecting loan amount from the customers of the Branch and his service record was clean and unblemished and he worked with party no.1 continuously till the termination of his services on 01.01.2003 and his service record was kept by party no.1 and in such service record, artificial breaks were shown by party no.1 and he was also shown as "Badli worker", in order to avoid his claim by permanency and his services were orally terminated abruptly and illegally of the Branch Manager of Loni Branch w.e.f. 01.01.2003, without following the provisions of the Act and before termination of his services, neither one month's notice, nor one month's wages in lieu of the notice nor retrenchment compensation was given to him, as required under section 25-F of the Act and the party no.1 also did not publish any seniority list prior to termination of his services as per Rule 81 of the Industrial Disputes (Central) Rules and the party no.1 adopted unfair labour practice and ample work is available in the office of party no.1 and he has the required qualifications including educational qualification required for appointment of class 4th employee in the Bank and inspite of submission of document in support of his qualifications, party no.1 terminated his services to avoid to give him the benefit of permanency and though he approached and made representations to party no.1 for his reinstatement in service, no heed was paid to the same, so he raised the industrial dispute.

The workman has prayed for his reinstatement in service with continuity and full back wages.

3. The party no.1 in its written statement has pleaded inter-alia that the workman was engaged by it at Loni Branch as a casual daily rated worker, as and when required basis, either due to shortage of sub-staff or in

leave vacancy and as he was a daily rated worker, his name was not borne on the muster roll of the bank and his wages were calculated on daily basis according to the number of days of work performed by him and wages were paid to him accordingly on vouchers and since he was required to work under the Branch Manager, of Loni Branch, necessary instructions were being issued to him by the said Branch Manager as regard the work to be done and the services of the workman were never utilized for recovery of loan from the borrowers and as the workman was a daily rated casual worker, there was no question of maintaining of his service record and there was no employer-employee relationship between it and the workman and the workman did not work continuously upto 01.01.2003 and as the engagement of the workman was “as and when” required basis on daily wages, there was no question of termination of his services and when work was not available, he was discontinued and therefore, there was no question of compliance of the provisions of section 25-F of the Act and discontinuation of the workman does not amount to unfair labour practice and provision of the Act pertaining to retrenchment and publication of seniority list etc are not applicable to his case and no work is available at Loni Branch and in response to the approach letter of the workman, suitable reply through bank’s advocate was sent to him by explaining the factual position and the workman is not entitled to any relief.

4. **Point of determination :**

- i) **Whether the action of the management in terminating the services of the workman is legal and justified?**
- ii) **Whether the workman is entitled to any relief?**

Reasons for decision

5. Learned advocate of the workman filed written argument in following way:-, In which they raise some important facts. Now I want to mention the important argument:-

- (i) Management has filed an evasive reply and avoiding to produce the documents, since no record of sanction of the higher authorities for destruction of record and the Records Destroyed Register entering the parties of record to be destroyed, as per the manual of Instructions of General Administration, Central Bank of India, has been filed on record and the fact that, since the Party No. 2 has raised the dispute in the year 2004.
- (ii) Employer is withholding the said record, regarding the services of the record, adverse inference needs to be drawn against the Party No. 1 – Employer and the defence taken by them that, the Party No. 2 has not worked for 240 days preceding his termination from 01.01.2003, needs to be held as not proved by the Party No. 1 – employer.
- (iii) The Party No. 2 has already examined himself and filed affidavit of five different customers of the Party No.1 B- Bank, wherein the said customers have on oath stated the Party No. 2 – workman, used to visit their village along with Manager of the Party No.1 B- Bank for recovery of the loan and he was seen working the Branch from the year 1998 to 2003.
- (iv) The notice to produce the documents like credit, debit vouchers from the year 1998 to 2003, Ledger Balance Book, Cash Book, General Entry Book, Friday Figure Book, Monthly Balance (HSS and Loan Account and Ledger Accounting from the year 1998 till 31st December 2002. However, the Party No. 1 has not produced the said documents, in spite of application for production of said documents filed by the Party No. 2 as per direction of the Hon’ble High Court in Writ Petition No. 776/2013.
- (v) Held that, though the onus to prove 240 days continuous service lies on workman, adverse inference has to be drawn against employer if he alleges suppression of documents/ record demanded by employer.

They relied following case law, R.M. Yellati vs. Assistant Executive Engineer, 2006 1 SCC 106, In following principle is laid down Held, It is for workman to adduce cogent evidence, both oral and documentary – Mere affidavits or self-serving statements made by workman will not suffice – Evidence Act not applicable to proceedings under S. 10, ID Act – In cases involving daily-wagers, workman can only call upon employer to produce before court nominal muster roll for the given period, and other documents if in existence – Drawing of adverse inference would ultimately depend thereafter on facts of each case.

The reference is required to be answered in favour of the Party No. 2 – workman and thereby to direct the Party No. 1 – employer to reinstate the Party No.2 – workman with continuity of service.

6. Management also filed written argument in following ways and I want to highlight some important feature of the argument:-

- (i) “Shri khadse has further stated on affidavit that a large number of documents, registers were lost/misplaced during the shifting of the premises, including most important documents like loan documents. ----- He was not in a position to produce the old record for the period 1998-2002 nor he was not in a position to produce the registers”.
- (ii) “The workman filed a Pursis before this Hon’ble Tribunal on 04.10.2018 and stated therein that he did not desire to lead further evidence in continuation of Affidavit dated 11.06.2018 The workman did not press for taking into account, his Affidavit dated 11.06.2018”.
- (iii) “The workman has tried to put the entire blame on the Party No. 1 bank and its Management for not producing the documents/record/registers before this Hon’ble Tribunal in response to his notice to produce those documents, after remand”.
- (iv) “The Bank filed Affidavit of Shri Ravindra Patre, the then Manager at Lone Branch. Further, one more Affidavit of the next incumbent, Shri Shuddhodhan Khadse”.
- (v) “Further, large quantity of stationary maintained at the old branch was also destroyed/damaged due to water logging in the old premises due to heavy rains”.
- (vi) “Party No. 1 is a Public Sector bank, and a Government of India Undertaking and by no stretch of imagination, it can be said that the relevant documents were deliberately suppressed or removed from the branch premises.----- The contention of the workman that failure by the Bank to produce the relevant record necessarily meant that the Bank avoided its production with a malafide intention”.
- (vii) “Tribunal may take a judicial notice of the fact that the workman has not led any fresh evidence after the matter was remanded back to this Hon’ble Tribunal for fresh adjudication. Hon’ble High Court had given opportunity to the workman to adduce fresh evidence”.
- (viii) “A few affidavits have been filed on record by the workman along with list of documents dated 25.01.2005. However, those affidavits also cannot be taken into account particularly when these so-called deponents were not produced by him before the Tribunal and thus not made available for cross-examination”.
- (ix) “A case that the Assistant Labour Commissioner (Central), Chandrapur had suggested to the bank for production of documents/allowing the workman to carry out inspection of the documents. However, in his Statement of Claim, there is not even a whisper in support of this contention”.
- (x) R.M. Yellati vs Assistant Executive Engineer, reported in 920060 I SCC 106. In this case, the Apex Court has categorically held that drawing of adverse inference would depend upon facts of each case. Therefore, it is quite clear that it is not a case of suppression of documents”.

“It is a case where the Bank could not lay hands on the relevant documents for multiple reasons referred to herein above”. ----- “workman cannot come to his rescue and is not applicable to the case in hand” So they pray that workman case libel to be rejected. They relieve following case laws:-

- (I) **Secretary, State of Karnataka V. Umadevi 2006 II CLR 261.** Held that Courts must be careful to ensure that they do not interfere unduly with the economic arrangement of its affairs by the State, or lend themselves the instruments to facilitate the by- passing of the Constitutional and Statutory mandates.
- (II) **State of Karnataka V. Ganpati Chaya Nayak 2010-II LLJ-293 (SC).** Held appointed as daily wagers on temporary basis – Claim for regularisation not maintainable.
- (III) **State of U.P. & Ors. V. Ajay Kumar 1997 I CLR 656.** Held Daily wage employee – Respondent was appointed on daily wage basis as Class IV employee in Medical College by Medical Superintendent. He claims regularisation – Learned Single Judge dismissed his claim but in appeal Division Bench granted the same – Hence this appeal to Supreme Court – Held that the respondent cannot be granted regularisation in as much as daily wage appointment will obviously be in relation to contingent establishment in which there cannot exist any post and it continues so long as the work exists.
- (IV) **State of U.P. V. U.P. Madhyamik Shiksha Parishad Shramik Sangh AIR 1996 Supreme Court 708.** Held Equal pay for equal work – Daily wages employees – Regular posts neither created nor

existing – Direction for payment of equal wages on par with regular employees or regularisation of their services – Cannot be granted. Judgement of Allahabad High Court, Reversed.

- (V) **Executive Engineer, Rehabilitation Division, Pune Zilla Parishad, Pune V. Ramchandra Baban Jadhav 2006 (4) Mh.L.J. 517** Held termination of service of respondent as Peon – The respondent was appointed as temporary employee on daily wages in Rehabilitation Department of Zilla Parishad – The appointment order clearly specified that the appointment of the respondent was purely for six months – His appointment was not on regular selection of candidate by State Selection Board nor he was project affected person – Merely because the respondent continued to render services beyond the period of six months, that cannot be ensure to the benefit of the respondent to claim permanency – His re – instatement in service not justified.
- (VI) **Hasnain Ahmad, V. State of U.P 1995 LAB. I.C. 2592.** Held daily wagers engaged only to clear off accumulated work, and not to discharge all functions and responsibilities of regularly appointed clerks as claimed - They were not in continuous service as pleaded but engaged for only few weeks or months - They were not even ad hoe employees – Regularisation of service cannot be claimed under any Rule or Law. (Advertisement – It indicates that post is vacant – Daily wagers claiming right on post on ground that they are doing said work since long – Daily wager having no right for regularisation of service under any law, cannot seek appointment in pursuance of advertisement.
- (VII) **Himanshu Kumar Vidvarthi V. State of Bihar 1997 II CLR 15.** “ Held that the petitioners are temporary daily wage employees, that they are not appointed to the posts in accordance with the rules and that as such their disengagement from service cannot be construed to be retrenchment nor can the same is arbitrary”.
- (VIII) **Central Bank of India V. The Industrial Tribunal Kollam OP No. 757 of 2000(M) Kerala at Ernakulam** “ Moreover, claimants cannot prove anything beyond their claim which is stated in Ext. W1 statements produced whereunder both workers do not have a claim that they worked for 240 days in any year. In the circumstances. I do not think any adverse interence can be drawn against the Bank for non-production of entire vouchers of several years when the clammants have worked as casual employees in the bank----- Justification for ordering appointment of the claimants on any ground in any case the claimants have got Section 17B benefit ordered by this court during pendency of the O.Ps”.

7. Learned advocate of petitioner filed rejoinder to the reply against written argument of the Party No. 1 in following way:-, In which they raise some important facts now I want to mention the important argument:-

- (I) “Bank to produce its record wherefrom the Party No. 2- workman could point out his 240 days continuous service prior to his termination and from the nature of the said record being in the custody of the Party No.1- Bank only”.
- (II) “Management has filed an evasive reply and avoiding to produce the documents, since no record of sanction of the higher authorities for destruction of record and the records destroyed register entering the parties of record to be destroyed----- stand taken by the Party No. 1- Bank is devoid of any merits”.
- (III) “Employer is withholding the said record regarding the services of the Party No.2- workman and also of the alleged destruction of record, adverse inference needs to be drawn against the Party No.1----- it is practically impossible to produce the said record, is an afterthought and devoid of any merits”.
- (IV) The Party No. 2 had already examined himself and produced the evidence as pointed out above.----- However the Party No.1 has itself failed to prove the said fact and thereby to discharge the burden upon it”.
- (V) “Bank that the affidavit dated 11/06/2018 filed by the Party No. 2 cannot be looked into by this Hon’ble Tribunal for adjudication of the dispute is also devoid of any merits.----- The Evidence Act and thus, the present dispute needs to be decided in accordance with law and by considering the observations of the Hon’ble High Court in Writ Petition No.773/2013, where the instant matter is remanded for fresh adjudication.

8. Now, I want to see the legal position in a case law, R.M. Yellati vs. Assistant Executive Engineer, 2006 1 SCC 106, In which following principle is laid down by Hon. Supreme Court Held, This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. Mere affidavits or self-serving statements made by the claimant workman will not suffice in the matter of discharge of the burden placed by law on workman to prove that he

had worked for 240 days in a given year. In cases of termination of services of daily-waged earners, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Drawing of adverse inference ultimately would depend thereafter on the facts of each case. Mere non-production of muster rolls per se without any plea of suppression by claimant workman will not be a ground for the Tribunal to draw an adverse inference against the management.

9. In support of their respective claims, besides placing reliance on documents both the parties have adduced oral evidence. The workman has examined himself as a witness. The workman has reiterated the facts mentioned in the statement of claim, in his examination-in-chief, which is on affidavit. However, in his cross-examination, the workman has admitted that he worked in the bank on daily wages and no appointment order was given to him at the time of appointment and he was paid wages on vouchers and his name was not entered on the muster roll of regular employees and the Manager of the Bank working at the relevant time had asked him to work and he was not sponsored through the Employment Exchange.

10. One Kamalakar R. Nandgaonkar has been examined as a witness by the party no.1. The examination-in-chief of this witness is also on affidavit. The evidence of this witness is in the same line of the defence taken by the party no.1 in the written statement. In his cross-examination, this witness has stated that the workman was working in Loni Branch as and when required basis by the Bank and the Branch Manager was making payment of wages to the workman on vouchers.

11. Workman Bhujang S/O Narayan Gotphode (PW1) admitted in cross examination that he was he work on daily wages and his name is not mentioned in master roll but he did not prove any document in his evidence on the temporary management denied this fact that he work regularly by the evidence of Mr. Kamalakar R. Nandgaonkar. He also stated that he was working in Loni Branch as and when required by the bank. He also denied that workman completed more than 240 days. He also denied that “The workman worked continuously with the bank from 1996 to 2003”. In this way both party did not prove any document.

12. My predecessor passed an award on 9th May 2012, which was challenged before the Hon. High Court in Writ Petition No. 776/2013 between Shri Bhujang Narayan Ghotpode V/s The Regional Manager, Central Bank of India & Others. The Hon’ble High Court remanded back this case to this Court on 22 October 2013 with direction that “In the result----, The matter is remitted back to the Tribunal to decide it afresh by permitting the petitioner to file an application for direction to produce the documents, which shall be decided in accordance with law by the Tribunal after giving to opportunities to the parties concerned. The tribunal shall also permit the parties, if they want to lead any further evidence in the matter”.

13. After that, this tribunal gave an opportunity to both the parties to lead evidence as well as filing documents. In compliance of this order, workman/party no. 2 filed an application for production of documents, but management/party no. 1 filed an affidavit of concerned Branch Manager, Mr. Shuddhodhan L. Khadse on 30/01/2018. In which he asserted that “Documents relating to the period 1998 to 2002 at Loni Branch, have been already destroyed and they are not available at the Branch” and also asserted that, in para no. 3 that, “A large number of documents and registers were lost/misplaced during the shifting of premises, including the most important documents like loan documents. Similarly a large quantity of stationary, maintained at the old branch premises was also destroyed/damaged rains”. In para no. 4, he also asserted that, “I am not in position to produce the old records for the period from 1998 to 2002 nor I am in a position to produce the registers, which were maintained at the branch premises, indicating the details as regard to destruction of the old record”.

14. Copy of this affidavit served on the workman on 19/03/2018; after that workman filed an affidavit on 12/06/2018 and pursis on 04/10/2018, but he was not ready to cross examine him before the court, but management wanted to cross examine. So this court decided this application and pursis on 30/08/2018 & 18/10/2018 respectively and result was that, workman’s advocate did not ready to produce workman for cross-examination and he closed his evidence, then case was fixed for management’s evidence, which was closed on 15/11/2018. On behalf of the workman, some of the photocopies filed regarding proceeding of RLC to show that, he also prayed before RLC to direct the management to produce documents. On behalf of the management/party no.1, some documents were filed, regarding duration of the service of the workman, in the year of 1995 to 2003, but these documents are not proved before this Court. Learned advocate of the management/Party No. 1, Mr. Almelkar, argued that, “These documents were found in the Court case file of the workman, which is maintained by the bank, but nobody i.e. both parties did not pray for further proof of these documents. In this way, both parties evidence was closed. On perusal of the records, nothing shows that, bank officer gave false statement in the affidavit, regarding destruction of the records.

15. In my humble opinion, burden of proof lies on party no. 2 i.e. workman. Initially workman is to prove that, he worked in the concerned bank for 240 days continuously in a one calendar year, but on perusal of management’s evidence. It appears that, he worked in the concerned bank as casual/daily rated worker and “His

wages were calculated on daily basis, on number of days of work performed by him and wages were accordingly paid to him on vouchers". According to management's witness, Mr. Kamlakar, MW-1, his evidence remained un rebuttal in cross examination. In this way management's version, 'that Documents are not available' is appears to be reliable.

16. Case law also shows that, initial burden lies on workman to proof that, he worked for 240 days continuously in service, in a calendar year, but he fails to proof that fact by any reliable evidence i.e. documentary evidence. So, in my humble opinion, simply the oral evidence in court's statement is not sufficient to prove this fact as stated by the Hon'ble Apex Court in the above case law, which distinguishable on the basis of fact i.e. in the above case law, the Hon'ble Apex court relied on a certificate issued by Assistant Engineer regarding the tenure of the service of the workman and the Hon'ble court also feels that, non-production of document by the management in the above case law, without giving any sufficient reason, but in case in hand, my humble opinion is that, "On the basis of affidavit filed by the concerned bank Manager", these documents are not available to the concerned branch.

17. The present case in hand is now to be considered, with the touch stone of the principles enunciated by the Hon'ble Apex Court that, workman's court statement (PW-1) is not supported by any document. He also fails to prove that, his termination on 01.01.2003 is illegal. On considering the above case law, it appears that, daily wagers are not entitled to any compensation under Section 25-F read with Section 25-B of the Act. So, in my humble opinion, the workman is not entitled to any relief. Hence, it is ordered:

ORDER

The action of the management in relation to Central Bank of India, in terminating the services of Shri Bhujang Narayan Gotphode, Central Bank of India, Loni Branch, Tah. Arni, Distt. Yavatmal is legal & justified. The workman is not entitled to any relief.

S. S. GARG, Presiding Officer

नई दिल्ली, 16 मार्च, 2021

का.आ. 282.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक आफ बडौदा, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण एवं श्रम न्यायालय, उदयपुर के पंचाट (संदर्भ सं. 01/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.03. 2021 को प्राप्त हुआ था।

[सं. एल-12012/76/2010-आई आर (बी-II)]

सीमा बंसल अनुभाग अधिकारी

New Delhi, the 16th March, 2021

S.O. 282.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 01/2011) of the Industrial Tribunal & Labour Court, UDAIPUR as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda and their workmen, received by the Central Government on 16.03.2021.

[No. L-12012/76/2010-IR(B-II)]

SEEMA BANSAL, Section Officer

अनुबंध

औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय, उदयपुर (राजस्थान)

पीठासीन अधिकारी : श्री अरुण कुमार दूबे

प्रकरण संख्या 01/2011 I.T.R.(C)

श्री बसन्त बडेरा पिता उंकारलाल वडेरा
निवासी मकान नम्बर 51, बडा भोईवाडा,
बोहरवाडी के पास, उदयपुर

...प्रार्थी

विरुद्ध

1. श्री असिस्टेन्ट जनरल मैनेजर, बैंक आफ बडौदा
संभागीय कार्यालय 3-बी-1 हजारेश्वर महादेव कॉलानी,
उदयपुर
2. श्री मुख्य प्रबन्धक, बैंक आफ बडौदा,
मुख्य शाखा टाउन हाल रोड, उदयपुर

...विपक्षीगण

उपस्थित :—

प्रार्थी की ओर से : श्री राजेश सिंघवी, अधिवक्ता

विपक्षीगण की ओर से : श्री भूपेन्द्र कोठारी, अधिवक्ता

:: पंचाट ::

दिनांक 24 अगस्त, 2020

भारत सरकार के श्रम विभाग की अधिसूचना क्रमांक L-12012/76/2010-IR{B-II}New Delhi
दिनांक 20/30.12.2010 के द्वारा निम्नांकित विवाद इस न्यायालय को अधिनिर्णयार्थ प्रेषित किया गया —

“Whether the action of the management of Bank of Baroda in terminating the Services of Shri Basant Vadhera S/o Shri Onkar Lal Vadhera w.e.f. 19.07.2009 is is legal and Jusified ? what relief the workmen is entitled and from which date ?”

उक्त आशय का प्रसंग प्राप्त होने पर न्यायालय द्वारा प्रकरण दर्ज किया जाकर सम्बन्धित पक्षकारान को नोटिस जारी किये गये। जिस पर प्रार्थी की ओर से क्लेम तथा विपक्षीगण की ओर जबाब पेश किया गया।

प्रार्थी की ओर से प्रस्तुत क्लेम के तथ्य संक्षेप में इस प्रकार है कि— प्रार्थी ने विपक्षी संख्या 2 के कहने पर बैंक के अन्दर दिनांक 07.08.1995 को केन्टीन लगाई व उसी दिन से बैंक के सम्पूर्ण स्टाफ को चाय—काफी बना कर पिलाता तथा विपक्षी संख्या 2 के कहने पर साफ सफाई का कार्य भी करता रहता। इस तरह प्रार्थी दिनांक 07.08.1995 से 17.07.2006 तक लगातार विपक्षी संख्या 2 के यहां उक्त कार्य करता तथा प्रति सप्ताह पानी की टंकी की सफाई भी करता था। प्रार्थी के कार्य से प्रभावित होकर विपक्षी संख्या 2 ने दिनांक 18.07.2006 को अपने अधीन 1800/—रुपये प्रति माह पर चपरासी के कार्य के लिये नियुक्त किया तथा दिनांक 01.06.2007 से चपरासी के कार्य के साथ—साथ बैंक के कार्य के लिये बैंक से बाहर भी भेजा जाता व कार्य की अधिकता के कारण रविवार के दिन भी कार्य लिया जाता था। प्रार्थी से नोटो के बण्डल बनाने का कार्य लिया जाता व ए.टी.एम. में केश लोड करने के लिये अधिकारी के साथ भेजा जाता तथा दिनांक 30.06.2006 को स्थायी चतुर्थ श्रेणी कर्मचारी श्री भंवरसिंह झाला के सेवानिवृत्त होने के पश्चात् प्रार्थी से सभी कार्य लिया गया। विपक्षी संख्या 2 द्वारा प्रार्थी को गणपति एन्टरप्राइजेज के नाम से बिल बना 2400/—रुपये प्रतिमाह के हिसाब से भुगतान किया जाता। प्रार्थी अपने नाम से भुगतान की मांग करता रहा तो विपक्षी संख्या 2 प्रार्थी से नाराज हो गये व दिनांक 19.07.2009 को मौखिक आदेश से सेवा पृथक कर दिया। प्रार्थी को सेवापृथक किये जाने से पूर्व कोई आरोप पत्र नहीं दिया, कोई सुनवाई का अवसर नहीं दिया, कोई जांच नहीं की, कोई मुआवजा नहीं दिया। प्रार्थी ने विपक्षीगण के अधीन दिनांक 18.07.2006 से 18.07.2009 तक अपने नियोजन के प्रत्येक वर्ष में 240 दिन से अधिक कार्य दिवस पर अपनी सेवाएं दी। इस प्रकार प्रार्थी को सेवा पृथक किया जाना अनुचित एवं अवैध है। इसलिये विपक्षीगण द्वारा दिनांक 19.07.2009 को सेवा पृथक किये जाने को अवैध घोषित किये जाने, तत्काल सेवा में बहाल कराये जाने व चपरासी/चतुर्थ श्रेणी कर्मचारी की वेतन श्रृंखला के अनुसार भुगतान कराये जाने की प्रार्थना की।

विपक्षीगण ने अपने जबाब में ये प्रारम्भिक आपत्ति की कि विपक्षी बैंक द्वारा प्रार्थी को कोई नियुक्ति नहीं दी गई तथा प्रार्थी व विपक्षीगण के मध्य श्रमिक व नियोजक का कोई सम्बन्ध नहीं है तथा माननीय सर्वोच्च न्यायालय द्वारा पारित न्यायिक दृष्टान्तों के अनुसार यह क्लेम चलने योग्य नहीं है, इसलिये उक्त आधारों पर प्रार्थी का क्लेम खारिज किये जाने की प्रार्थना की। मदवार जबाब में प्रार्थना पत्र के तथ्यों को अस्वीकार करते हुए यह अंकित किया है कि बैंक शाखा में कभी—कभी विविध मजदूरी कार्य हेतु प्रतिदिन के आधार पर आवश्यकता अनुसार रखा जाता था और जब दैनिक आधार पर किसी कार्य हेतु रखा जाता तो कार्य अनुबन्ध प्रातः शुरू होकर शाम को समाप्त हो जाता था। भारत सरकार के निर्देशानुसार रोजगार कार्यालय से कभी प्रयोजित नहीं किया, न ही भर्ती की कोई प्रक्रिया अपनाई गई तथा आकस्मिक कार्य लिये गये। वर्ष 2006 में 124 दिन, 2007 में 47 दिन अस्थायी एवं आकस्मिक कार्य लिया गया जिसका 60/—रुपये प्रति दिन के हिसाब से भुगतान कर दिया गया। प्रार्थी ने कभी भी नियमित सेवाएं नहीं दी है। प्रार्थी से जब भी कार्य लिया बाउचर बना कर उसी के नाम से भुगतान किया गया। जब प्रार्थी बैंक का कर्मचारी ही नहीं था तो उसकी सेवा मुक्ति का प्रश्न ही नहीं उठता। अपने विशेष कथन में भी ये ही प्रकट किया कि बैंक में कर्मचारी की नियुक्ति हेतु नियम बने हुए हैं तथा प्रार्थी का नियमानुसार कोई चयन नहीं हुआ है। इसलिये प्रार्थी का क्लेम खारिज किये जाने की प्रार्थना की।

प्रार्थी की ओर से AW-1 बसन्त वडेरा एवं AW-2 लक्ष्मीनारायण की साक्ष्य लेखबद्ध कराई गई तथा विपक्षी की ओर से NAW-1 आर्यप्रकाश व NAW-2 अशोक कुमार की साक्ष्य लेखबद्ध कराई गई। विपक्षी की ओर से अंकिता प्रकाश साहू का शपथ पत्र भी पेश हुआ था, लेकिन वह जिरह हेतु उपस्थित नहीं हुई, इसलिये उसका शपथ पत्र साक्ष्य में नहीं पढा जावेगा। दोनों पक्षों की ओर से संबंधित दस्तावेज को प्रदर्शित कराया गया।

उभय पक्षकारों की बहस सुनी गई। पत्रावली का गहनता पूर्वक अवलोकन किया गया।

बहस के दौरान विद्वान अधिवक्ता प्रार्थी का तर्क है कि इस मामले में प्रार्थी विपक्षी संख्या 2 के यहां दिनांक 07.08.1995 से 17.07.2006 तक लगातार स्टाफ को चाय—काफी बनाकर पिलाता तथा प्रति सप्ताह पानी की टंकी

की सफाई भी करता था। प्रार्थी को विपक्षी संख्या 2 की ओर से दिनांक 18.07.2006 को चपरासी के पद पर नियुक्त किया तब से दिनांक 31.05.2007 तक लगातार चपरासी के पद पर कार्य किया। बैंक द्वारा बाहर का कार्य भी प्रार्थी से कराया जाता था, जिसे करने पर अलग से भुगतान किया जाता था। बैंक शाखा में स्थायी चतुर्थ श्रेणी कर्मचारी के सेवानिवृत्त होने के पश्चात् प्रार्थी से दिनांक 01.06.2007 से 18.07.2009 तक चपरासी का कार्य नियमित लिया गया तथा उसका भुगतान गणपति एन्टरप्राइजेज के नाम से बिल बना कर भुगतान किया जाता रहा तथा दिनांक 19.07.2009 को विपक्षी संख्या 2 ने मौखिक आदेश से प्रार्थी को सुनवाई का अवसर दिये बगैर सेवा से पृथक कर दिया। हस्तगत मामले में प्रार्थी को औद्योगिक विवाद अधिनियम की धारा 25(F) के प्रावधानों की अवहेलना कर अनुचित रूप से सेवा पृथक किया गया है। प्रार्थी ने अपने नियोजन काल में प्रत्येक वर्ष में 240 दिन से अधिक दिवस पर लगातार कार्य किया। अतः प्रार्थी को विपक्षी के यहां चपरासी के पद पर पिछले वेतन सहित नियुक्त किये जाने का आदेश प्रदान किया जावे।

उपरोक्त तर्कों का खण्डन करते हुए विद्वान अधिवक्ता विपक्षीगण का यह तर्क है कि इस मामले में प्रार्थी व विपक्षीगण के मध्य श्रमिक व नियोक्ता का कोई सम्बन्ध नहीं है, प्रार्थी को विपक्षी बैंक में कभी भी चपरासी के पद पर नियुक्त नहीं किया गया। प्रार्थी ने विपक्षी बैंक शाखा में वर्ष 2006 में 124 दिन, 2007 में 47 दिन अस्थायी रूप से कर्मचारी के अवकाश में रहने के कारण उससे आकस्मिक कार्य लिया गया जिसका बाउचर बना कर बैंक नियमानुसार भुगतान किया गया। प्रार्थी ने किसी भी वर्ष में 240 दिन या उससे अधिक कार्य नहीं किया। प्रार्थी को गणपति एन्टरप्राइजेज के नाम से 2400/- रुपये या 1800/- प्रतिमाह की दर से भुगतान नहीं किया गया। प्रार्थी को कभी नियुक्ति ही नहीं दी गई तो उसे सेवा पृथक किये जाने का प्रश्न ही उत्पन्न नहीं होता। इस प्रकार प्रार्थी का क्लेम खारिज किये जाने की प्रार्थना की।

दोनों पक्षों द्वारा लिये गये तर्कों के आधार पर इस प्रकरण में न्यायालय को प्रेषित विवाद के सम्बन्ध में जो साक्ष्य आई है, उसमें प्रार्थी की ओर से अपने अभिवचन की संपूर्ष्टि में न्यायालय में अपना शपथ पत्र प्रस्तुत किया है, जिसमें प्रार्थी ने विपक्षी संख्या 2 के यहां दिनांक 07.08.1995 को किसी अधिकारी के कहने पर चाय-काफी का केन्टीन लगाया जाना व बैंक स्टाफ को चाय-काफी बना कर पिलाना तथा सप्ताह में एक बार पानी की टंकी की सफाई करना बताया, जिससे प्रभावित होकर विपक्षी संख्या 2 ने दिनांक 18.07.2006 को 1800/- रुपये पर चपरासी के कार्य के लिये नियुक्त करना तथा 31.05.2007 तक प्रार्थी का लगातार चपरासी के रूप में कार्य किया जाना बताया है। अपनी साक्ष्य में प्रार्थी ने यह भी प्रकट किया है कि इस अवधि में वह बैंक के बाहर के जो कार्य करता था, उसका भुगतान उसको बाउचर के माध्यम से किया जाता था। आगे उसने यह भी प्रकट किया कि दिनांक 01.06.2007 से 18.07.2009 तक विपक्षी संख्या 2 ने चपरासी के कार्य का भुगतान प्रार्थी को गणपति एन्टरप्राइजेज के नाम से बिल बना कर 2400/- रुपये प्रति माह की दर से किया जाता था तथा बैंक के बाहर कार्य किया जाना तथा बैंक स्टाफ को चाय-काफी पिलाने व पानी की टंकी की सफाई करने के लिये अलग से भुगतान किया जाता था। आगे अपनी साक्ष्य में यह भी प्रकट किया है कि दिनांक 18.7.2006 से 18.07.2009 के मध्य प्रत्येक वर्ष में प्रार्थी ने 240 दिन से अधिक कार्य दिवस पर उपस्थित होकर अपनी सेवाएं दी। जिरह में प्रार्थी ने यह स्वीकार किया कि बैंक ने चपरासी की नियुक्ति बाबत कोई नियुक्ति पत्र नहीं दिया। आगे अपनी जिरह में यह बताया है कि बैंक में चाय की सप्लाई करता था केन्टीन बैंक का ही था। दिनांक 07.08.1995 से 18.07.2009 तक उसने बैंक केन्टीन व बैंक दोनों में काम किया। बैंक में जितनी चाय सप्लाई करता था, बैंक उस हिसाब से उसे भुगतान कर देती थी। वर्ष 2009 के बाद केन्टीन बन्द हो गया, उसके बाद मैं काम पर नहीं गया। जिरह में इस गवाह ने यह भी स्वीकार किया है कि मेरी कोई हाजरी बैंक रजिस्टर में नहीं भरी जाती थी।

प्रार्थी की ओर से प्रस्तुत दूसरा गवाह AW-2 लक्ष्मीनारायण ने भी अपनी मुख्य परीक्षा में प्रार्थी का विपक्षी संख्या 2 की बैंक शाखा में 12-13 वर्षों तक लगातार साफ सफाई करना तथा कागजात एक टेबल से दूसरे टेबल पर ले जाने का कार्य करना बताया। इस गवाह ने अपने मुख्य परीक्षा में यह भी बताया कि 20-22 वर्ष पूर्व से ही प्रार्थी विपक्षी संख्या 2 बैंक शाखा में स्टाफ को चाय काफी पिलाने के कार्य पर लगा था। इस गवाह की जिरह का यदि अवलोकन किया जाये तो इसकी साक्ष्य विश्वसनीय प्रतीत नहीं होती है। दिनांक 10.10.17 को न्यायालय में प्रस्तुत शपथ पत्र में इस गवाह ने अपनी आयु 30 वर्ष बताई है तथा 20-22 वर्ष पूर्व से ही प्रार्थी का विपक्षी संख्या 2 की शाखा में केन्टीन लगा कर कार्य करना बताया है अर्थात् इस गवाह की मुख्य परीक्षा से यह प्रकट होता है कि 8 वर्ष की आयु से ही इसे इस तथ्य की जानकारी थी, जबकि जिरह से यह तथ्य भी प्रकट होता है कि यह गवाह वर्ष 2007 में ओमप्रकाश एस चपलोट एण्ड कम्पनी में कार्य करता था तथा उसकी ड्युटी सुबह 9 बजे से शाम को 6 बजे तक थी तो इस दौरान यह प्रार्थी को कार्य करते हुए देखता था, यह तथ्य इसकी साक्ष्य से विश्वसनीय प्रकट नहीं होती है।

विपक्षी की ओर से प्रस्तुत गवाह NAW-1 आर्यप्रकाश व NAW-2 अशोक कुमार है, इन गवाहान ने अपनी साक्ष्य में यह प्रकट किया है कि प्रार्थी को विपक्षी संख्या 2 की बैंक शाखा में चपरासी के पद पर नियुक्त नहीं किया गया था। इन दोनों गवाहान ने अपनी साक्ष्य में यह भी प्रकट किया कि प्रार्थी को बैंक शाखा में कभी नियुक्त नहीं किया था। प्रार्थी से विपक्षी संख्या 2 बैंक शाखा में सेवारत कर्मचारी के अनुपस्थिति पर अस्थायी रूप से आकस्मिक कार्य हेतु उससे बैंक द्वारा कार्य लिया जाता था और प्रार्थी ने 2006 में 124 दिन तथा वर्ष 2007 में 47 दिन विपक्षी संख्या 2 के यहां कार्य किया, जिसका उसे उसी दिन दैनिक रूप से भुगतान कर दिया जाता था। इन दोनों गवाहान ने यह भी प्रकट किया है कि प्रार्थी ने किसी भी वर्ष में 240 दिन या उससे अधिक कार्य नहीं किया।

NAW-1 आर्यप्रकाश ने अपनी जिरह में यह स्वीकार किया है कि प्रार्थी बैंक शाखा में आकस्मिक प्रकृति का कार्य करता था। बैंक के किसी कर्मचारी के अनुपस्थित रहने पर उसके स्थान पर प्रार्थी से कार्य करवाया जाता था।

प्रार्थी के सम्बन्ध में इन दोनों गवाहान ने गणपति एन्टरप्राइजेज के नाम से 2400/—रुपये मासिक भुगतान किये जाने से भी इन्कार किया है। दस्तावेजी साक्ष्य के रूप में NAW-1 आर्यप्रकाश ने विपक्षी संख्या 2 के शाखा में कार्यरत कर्मचारियों का हाजरी रजिस्टर दिनांक 06.08.2006 से 12.02.2007 तक की अवधि का ExNA-1 प्रस्तुत किया है। जिसके अवलोकन से ये प्रकट होता है कि उसमें प्रार्थी की उपस्थिति बाबत नाम दर्ज नहीं है।

बहस के दौरान विद्वान अधिवक्ता प्रार्थी का तर्क है कि इस मामले में प्रार्थी ने अपनी मौखिक साक्ष्य से विपक्षी बैंक में दिनांक 18.07.2006 से 18.07.2009 तक की अवधि में प्रत्येक वार्षिक काल में 240 दिन से अधिक कार्य किया जाना प्रकट किया है, जिस सम्बन्ध में दस्तावेज विपक्षी के कब्जे में थे, उक्त दस्तावेज तलब कराये जाने पर भी विपक्षी की ओर से प्रस्तुत नहीं किये गये हैं। अतः विपक्षी के विरुद्ध उपधारणा ली जावे कि विपक्षी ने जानबुझ कर उक्त दस्तावेज प्रस्तुत नहीं किये तथा यदि दस्तावेज प्रस्तुत करते तो प्रार्थी का विपक्षी के यहां 240 दिन से अधिक कार्य किये जाने का तथ्य साबित हो जाता। अपने तर्क के समर्थन में विद्वान अधिवक्ता प्रार्थी की ओर से निम्नांकित न्यायिक दृष्टान्त प्रस्तुत किये गये —

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उपरोक्त न्यायिक दृष्टान्त में श्रमिकगण द्वारा यह दावा किया गया था कि उन्होंने नियोक्ता के यहां 240 दिन से अधिक अवधि तक प्रत्येक वार्षिक काल में कार्य किया, नियोक्ता की ओर से इन्कार किया गया था, एवं श्रम न्यायालय द्वारा नियोक्ता से श्रमिकगण के उक्त अवधि में नियोक्ता के यहां कार्य करने के बाबत हाजरी एवं भुगतान बाबत दस्तावेज प्रस्तुत किये जाने का आदेश दिया गया था, उसके बावजूद भी विपक्षी नियोक्ता की ओर से दस्तावेज प्रस्तुत नहीं किये गये थे। जिस पर इन मामलों में माननीय न्यायालय द्वारा यह अभिनिर्धारित किया गया था कि श्रमिकगण द्वारा अपनी साक्ष्य में 240 दिन कार्य करना बताया, अतः सेवा संबंधी कार्य करने के सम्बन्ध में साबित करने के भार श्रमिकगण से उन्मोचित हो गया तथा संबंधित दस्तावेज नियोक्ता के कब्जे में होने के कारण साबित करने का भार नियोक्ता के उपर जाता है, अतः नियोक्ता पर यह साबित करने का भार है कि श्रमिकगण ने उसके यहां 240 दिन तक कार्य नहीं किया, इस कारण उक्त मामलों में उपधारणा के आधार पर श्रमिकगण को अपने नियोक्ता के यहां 240 दिन से अधिक कार्य किया जाना अभिनिर्धारित किया गया।

विद्वान अधिवक्ता प्रार्थी की ओर से प्रस्तुत उपरोक्त न्यायिक दृष्टान्त के तथ्य पृथक होने से हस्तगत मामले में लागू नहीं होते हैं।

हस्तगत मामले में दौरान विचारण प्रार्थी की ओर से दिनांक 24.01.2012 को विपक्षीगण से दस्तावेज तलब किये जाने बाबत प्रार्थना पत्र प्रस्तुत किया था, जिसके सम्बन्ध में विपक्षीगण की ओर से दिनांक 04.10.2012 को दस्तावेज न्यायालय में प्रस्तुत किये गये। दिनांक 09.01.2017 को प्रार्थी की ओर से प्रस्तुत दस्तावेज तलबी के प्रार्थना पत्र पर न्यायालय द्वारा यह आदेश पारित किया गया कि विपक्षीगण की ओर से संबंधित दस्तावेज पूर्व में प्रस्तुत किये गये हैं, प्रार्थी की ओर से उसी दिन अपने गवाह का शपथ पत्र प्रस्तुत किया तथा इस प्रकरण में विपक्षी की ओर से प्रस्तुत दस्तावेज के अवलोकन के पश्चात् प्रार्थी की ओर से न्यायालय के समक्ष यह प्रकट नहीं किया गया कि प्रार्थना पत्र में वांछित दस्तावेज विपक्षी की ओर से प्रस्तुत नहीं किये गये हैं। अतः दस्तावेजों के संदर्भ में प्रार्थी की ओर से कोई आक्षेप न होने से यह तथ्य माने जाने योग्य नहीं है कि विपक्षीगण ने दस्तावेज प्रस्तुत नहीं किये, जबकि इस प्रकरण में विपक्षीगण की ओर से दिनांक 04.10.2012 को उपस्थिति रजिस्टर तथा भुगतान संबंधी बाउचर प्रस्तुत किये गये हैं तथा उपस्थिति रजिस्टर को विपक्षी के गवाह NAW-2 अशोक कुमार ने साक्ष्य के दौरान ExNA-1 के रूप में प्रदर्शित भी कराया, जिससे यह प्रकट होता है कि दिनांक 06.08.2006 से 12.02.2007 के मध्य प्रस्तुत हाजरी रजिस्टर में प्रार्थी का नाम दर्ज नहीं है। विपक्षी की ओर से प्रस्तुत बाउचरों को प्रार्थी की ओर से अपनी साक्ष्य में टेण्डर भी नहीं किया गया। अतः हस्तगत मामले में यह तथ्य माने जाने योग्य नहीं है कि प्रार्थी द्वारा अपने प्रार्थना पत्र में वांछित दस्तावेज विपक्षी की ओर से प्रस्तुत नहीं किये गये। फलस्वरूप विद्वान अधिवक्ता प्रार्थी के दस्तावेज प्रस्तुत न करने पर विपक्षी के विरुद्ध उपधारणा लेने बाबत तर्क माने जाने योग्य नहीं है।

हस्तगत मामले में प्रार्थी अपनी साक्ष्य से यह साबित नहीं कर सका कि उसे दिनांक 18.07.2006 को चपरासी के पद पर नियुक्त किया गया था, प्रार्थी ने अपनी साक्ष्य में दिनांक 18.07.2006 को 1800/—रुपये प्रतिमाह की दर से नियुक्त किया जाना बताया, लेकिन उक्त 1800/—रुपये का भुगतान विपक्षी द्वारा प्रार्थी को किया जाता था, इस तथ्य को प्रार्थी साबित नहीं कर सका है। प्रार्थी की ओर से विपक्षी संख्या 2 की शाखा की अपने बचत खाते की प्रति प्रदर्श—1 प्रस्तुत की गई, इससे भी यह प्रकट नहीं होता कि प्रार्थी को विपक्षी की ओर से 1800/— रुपये प्रति माह की दर से दिनांक 18.07.2006 से भुगतान किया जा रहा था। इसके अलावा प्रार्थी ने गणपति एन्टरप्राइजेज के नाम से बिल बना कर दिनांक 01.06.2007 से 18.07.2009 तक विपक्षी द्वारा स्वयं को भुगतान किया जाना बताया है, लेकिन इस सम्बन्ध में

भी प्रार्थी की ओर से कोई साक्ष्य प्रस्तुत नहीं हुई । प्रार्थी ने अपनी जिरह में यह स्वीकार किया है कि विपक्षी ने उसकी नियुक्ति के सम्बन्ध में कोई लिखित आदेश जारी नहीं किया था, साथ ही प्रार्थी ने यह भी प्रकट किया है कि वह कार्य के दौरान अपने हस्ताक्षर किसी रजिस्टर में नहीं करता था । इसके अलावा प्रार्थी ने अपनी साक्ष्य में विपक्षी के यहां वांछित अवधि में लगातार 240 दिन कार्य किये जाने और उस सम्बन्ध में विपक्षीगण द्वारा भुगतान किये जाने के तथ्य को भी साबित नहीं किया है ।

इस मामले में विपक्षीगण की ओर से प्रस्तुत साक्ष्य से यह प्रकट होता है कि प्रार्थी पूर्व में बैंक कर्मचारियों को चाय पिलाता था तथा उसका भुगतान प्रार्थी को बैंक कर्मचारियों द्वारा किया जाता था । साक्ष्य से यह तथ्य भी प्रकट होता है कि बैंक में स्थायी कर्मचारी की अनुपस्थिति में प्रार्थी से बैंक द्वारा कभी-कभी आकस्मिक कार्य लिया जाता था जिसका भुगतान उसे उसी दिन कर दिया जाता था । विपक्षीगण की ओर से यह प्रकट किया गया है कि प्रार्थी से वर्ष 2006 में 124 दिन तथा वर्ष 2007 में 47 दिन कार्य लिया गया था । इस तथ्य का प्रार्थी खण्डन नहीं कर सका है । अतः हस्तगत मामले में प्रार्थी यह साबित नहीं कर सका कि वह विपक्षीगण के यहां दिनांक 18.07.2006 से 18.07.2009 के मध्य प्रत्येक वार्षिक काल में 240 दिन से अधिक दिवस पर उपस्थित होकर अपनी ड्युटी दी थी ।

बहस के दौरान विद्वान अधिवक्ता प्रार्थी की ओर से निम्नांकित न्यायिक दृष्टान्त प्रस्तुत किये गये —

- (1) 2004-I-LLJ (Raj.) Page 171
Chief Ex. Officer Zila Parishad Jhunjhunu and Another Vs. Pala Ram and Another
- (2) 2005 WLC (Raj.) UC Page 729
State of Raj. & Others Vs. Labour Court Bhartapur & Others
- (3) 2010(2) W.L.C.(Raj.) Page 572
Malviya National Institute of Technology Jaipur (Deemed Univrsity).Vs. Malviya Regional Engineering College Mess Employees Union Jaipur & Anr
- (4) 2008 (119) FLR (S.C.) Page 398
Divisional Manager New India Assurance Co.Ltd.Vs. A. Sankaralingam
- (5) 2015 (2) RJT Page 1331 (S.C.)
Gauri Shankar Vs. State of Rajasthan
- (6) AIR 2011 (S.C.) Page 2532
Devinder Singh Vs. Municipal Council Sanaur

उपरोक्त मामले में माननीय न्यायालय द्वारा अंशकालिन व पाठशाला (मैस) में कार्यरत श्रमिकों को भी औद्योगिक विवाद अधिनियम की धारा 2(S) के तहत श्रमिक माना है, साथ ही उपरोक्त न्यायिक दृष्टान्त में श्रमिकों द्वारा नियोक्ता के यहां 240 दिन से अधिक कार्य किया जाना साबित पाये जाने पर उक्त मामले में अनुतोष के सम्बन्ध में अभिनिर्धारित किया है ।

उपरोक्त न्यायिक दृष्टान्त से हस्तगत मामले में प्रार्थी को कोई मदद नहीं मिलती है ।

हस्तगत मामले में विपक्षीगण की ओर से प्रस्तुत साक्ष्य से यह तथ्य साबित होता है कि प्रार्थी विपक्षी संख्या 2 की शाखा में बैंक के स्टाफ को चाय पिलाने का काम करता था और उक्त चाय-कॉफी का भुगतान भी कर्मचारियों से प्राप्त कर लेता था । इसके अलावा दिनांक 18.07.2006 से पूर्व वह विपक्षी के यहां साप्ताहिक पानी की टंकी की सफाई करता था और इस सम्बन्ध में विपक्षी संख्या 2 उसे 500/—रुपये प्रति माह भुगतान करता था । प्रार्थी को दिनांक 18.07.2006 को चपरासी के पद पर विपक्षी ने 1800/— रुपये मासिक की दर से नियुक्त किया, इस तथ्य को प्रार्थी साबित नहीं कर सका है तथा प्रार्थी ने दिनांक 18.07.2006 से 18.07.2009 के मध्य विपक्षी संख्या 2 के यहां प्रत्येक वार्षिक काल में 240 दिन से अधिक कार्य दिवस पर उपस्थित होकर अपनी सेवाएं दी, इस तथ्य को भी प्रार्थी साबित करने में पूर्णतः असफल रहा है । इसके अलावा प्रार्थी अपनी साक्ष्य से यह तथ्य भी साबित नहीं कर सका कि विपक्षीगण ने दिनांक 19.07.2009 को सेवा से पृथक् किया हो । फलस्वरूप विपक्षीगण ने औद्योगिक विवाद अधिनियम के प्रावधानों की अवहेलना की यह तथ्य हस्तगत मामले में साबित नहीं हुआ है ।

अतः भारत सरकार द्वारा प्रेषित प्रसंग दिनांक 20/30.12.2010 को उत्तरित करते हुए पंचाट इस प्रकार पारित किया जाता है कि—

विपक्षी प्रबन्धक बैंक आफ बडौदा द्वारा प्रार्थी श्री बसन्त वडेरा पिता श्री औंकारलाल वडेरा को दिनांक 19.07.2009 से सेवा पृथक् किये जाने का तथ्य साबित नहीं है ।

अतः प्रार्थी कोई राहत पाने का अधिकारी नहीं है ।

पंचाट प्रकाशनार्थ समुचित सरकार को भेजा जावे ।

अरुण कुमार दूबे, पीठासीन अधिकारी

पंचाट आज दिनांक 24 अगस्त, 2020 को खुले न्यायालय में लिखाया जाकर सुनाया गया ।

नई दिल्ली, 17 मार्च, 2021

का.आ. 283.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स डब्ल्यू.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण — सह - श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 25/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10.03.2021 को प्राप्त हुआ था।

[सं. एल-22012/89/2010-आई आर (सीएम-2)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 17th March, 2021

S.O. 283.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 25/2011) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the Management of M/s. W.C.L and their workmen, received by the Central Government on 10.03.2021.

[No. L-22012/89/2010-IR(CM-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL-TRIBUNAL-CUM LABOUR COURT,
JABALPUR****NO. CGIT/LC/R/25/2011****Present:** P. K. Srivastava, H.J.S..(Retd)

The General Secretary,
B.C.K.M.S (BMS) Prassia
Parasia, District Chhindwara

...Workman

Versus

The Chief Manager,
WCL, Kanhan Area Praceya
District Chhindwara
Chhindwara

...Management

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

1. As per letter dated 5-4-2011 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. 1-22012/89/2010-IR(cm-II). The dispute under reference relates to:

“Kya Prabhandan dwara karmkar Sindhu singh ko General Mazdoor se lipikiya Grade-III ke padh par neyamit nahi kiya jana nyayuchit hai? Yadi Nahi top karmkar kya anutosh ka adhikari hai?”

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

3. The workman side though filed statement of claim but did not appear inspite of sufficient notices to press her claim and did not file evidence since the year 2016, thus the case was directed to proceed ex-parte vide order dated 11-1-2021.

4. The Management has filed statement of defence wherein it was stated that the workman claimed promotion from the post of General Mazdoor to the post of clerk Grade III, whereas the workman was never authorized to work as clerk Grade-III by the Competent Authority and was never paid the wages of clerk. Counsel for the Management has further held that there is no such circular for regularizing a workman to the post he/she has worked unless there is lawful orders passed by the Competent Authority to discharge such job. Thus the dispute raised by the workman has no merits. The Management has accordingly prayed for answering the reference against the workman.

5. The workman did not produce any evidence in support of her claim. The Management has filed affidavit of its witness which is un-cross-examined.

6. At the time of arguments, none appeared from the side of the workman, hence the arguments of Shri A.K.Shashi, learned counsel for Management was heard.

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

8. The burden to prove the claim lies on the workman in which she has miserably failed. The Management has proved its case by un-cross-examined affidavit of its witness.
9. In such circumstances, holding the claim of the workman not proved, the reference deserves to be answered against the workman.
10. On the basis of the above discussion, following award is passed:-
- A. The action of the Management in not regularizing workman Sindhu Singh from the post of General Mazdor the post of regular clerk Grade-III is held to be justified.**
- B. The workman is held entitled to no relief.**
11. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

Date: 19.2.21

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 17 मार्च, 2021

का.आ. 284.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स एस.ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह-श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 37/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10.03.2021 को प्राप्त हुआ था।

[सं. एल-22012/178/2005-आई आर (सीएम-2)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 17th March, 2021

S.O. 284.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 37/2006) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the Management of M/s. S.E.C.L and their workmen, received by the Central Government on 10.03.2021.

[No. L-22012/178/2005-IR(CM-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE

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

NO. CGIT/LC/R/37/2006

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

Shri Veer Sai,
S/o Bihari Sai,
Churcha (W) Dafari, Ghutri Dafai,
Baikunthpur, District

...Workman

Versus

The Chief General Manager,
Baikunthpur Area of SECL,
PO, Baikunthpur,
District Korea,
Chhattisgarh (C.G.)

...Management

AWARD

(Passed on this 25th day of February-202.)

1. As per letter dated 1/8/2006 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-22012/178/2005-IR(CM-II) The dispute under reference relates to:

“Whether the action of the Chief General Manager, Baikunthpur Area of SECL in terminating the services of Sh. Veer Sai w.e.f. 10-3-2005 is legal and justified?if not, to what relief the workman is entitled? .”

1. After registering the case on the basis of reference, notices were sent to the parties. The parties have submitted the respective statements of claim/defence.

2. The case of the workman as stated in his statement of claim is that he was first appointed on 14-11-1989 as General Mazdoor in Category-III and posted at Churcha West Colliery. He unfortunately caught tuberculosis for which he was under treatment about six months in Churcha, SECL Hospital. He was constrained to move an application dated 8-6-2004 to the General Manager, Baikunthpur Area to shift his services from mines to surface area. The management ignored his application. He became seriously ill and was under medical treatment from 10-6-2004 to 23-11-2004 and was under treatment in the Hospital from 24-11-2004 to 15-1-2005. He never willfully absented himself from duty. He remained absent from duty for the period from 10-6-2004 to 22-1-2005 due to his tuberculosis for which he was under treatment. Even then the management issued a chargesheet dated 22-1-2005 with an allegation of unauthorized absence for the period 10-6-2004 to 23-11-2004. He submitted his reply and expressed his absence but an inquiry was instituted against him which was conducted on a slip shod manner without providing him opportunity to defend himself. No inquiry report was supplied to him and impugned order of his termination from service w.e.f 10-3-2005 was passed, though no charges were proved in the inquiry. The workman submitted all medical certificates and documents belonging to the treatment which was received from the hospital at Churcha West Colliery but no attention was paid by the inquiry authority. His absence was not willful and the punishment is harsh keeping in view his long term of illness. Accordingly, the workman has prayed for setting aside his termination and his reinstatement with all back wages and benefits.

3. The case of the Management is that the workman was appointed on 14-11-1989 as General Mazdoor, Category-III and was posted at Churcha West Colliery. He was a habitual absentee. In the year 2002, he was present for only 23 days, in the year 2003, he was present only for 14 days and in the year 2004 he was present only for 25 days on duty. He was absenting himself from duty since 10-8-2004 till the date of charge sheet dated 22-1-2005. The workman without getting any leave sanctioned, in the reply to show cause notice, he submitted that he did not report for duty due to illness. His, this application was found not satisfactory and a departmental inquiry was instituted against him in which he did participate. The Inquiry Officer submitted the Inquiry Report finding the workman guilty of unauthorized and willful absence. Hence holding him guilty for misconduct, the inquiry papers were considered by the Competent Authority, who after following the principles of natural justice, by giving an opportunity of hearing to the workman, passed the order of termination of his services. According to the Management the workman was a habitual absentee, hence punishment of termination is not dis-proportionate to the charge. Accordingly the management has prayed for the reference to be answered against the workman.

4. The workman has filed copy of his termination order, copy of treatment papers received on 24-11-2004 respectively Exhibit W1 and W-2. The Management filed Inquiry Papers which are exhibits M-1 to M-12, to be referred to as and when required.

5. My learned Predecessor framed the following issues on the basis of pleadings, vide his order dated 16-4-2013:-

- (1) **“Whether the inquiry held against the workman is proper and legal?”**
- (2) **“Whether the misconduct alleged against the workman is proved.”**
- (3) **“Whether the punishment of termination is proper and justified.”**
- (4) **“If so, what relief the workman is entitled to .”**

6. The Preliminary issue No.1 was decided by my learned Predecessor on 31-7-2017 holding the inquiry legal and proper. **His this order is part of this Award.**

7. No oral evidence has been filed by any of the parties.

8. I have heard arguments of Shri Pranay Choubey, learned counsel on behalf of workman and of Shri A.K.Shashi, Learned counsel for Management and have perused the record.

9. ISSUE NO. 2:-

Learned counsel for workman has submitted that to constitute a mis-conduct, the absence must be unauthorized and willful. He submits that every unauthorised absence is not always willful. The learned counsel has relied on case of Krushnakant B.Parmar Vs. Union of India & Another, where in it has been

observed that when a government employee who remained unauthorisedly absent from duty, cannot be proceed against until the charges proved his absence willful and not result of compelling circumstances. According to the Apex Court, unauthorized absence from duty and willful absence from duty are two separate things. Learned counsel submits that the absence of workman in the case in hand might be unauthorized but it was not willful because the documents show that he was suffering from tuberculosis and was under treatment, hence, as submitted by learned counsel for workman the finding of the Inquiry Officer that charge of mis-conduct is proved, cannot be sustained in fact and law.

10. Learned Counsel for management has referred to Rules 7.5, 12.4, 12.5 and 13 of Standing orders and has submitted that in case a worker is sick, there is prescribed procedure to be adopted in such a situation. The workman failed to observet that procedure. Learned Counsel, further referred to Rule 26.24 and 26.30 which defines misconduct which is reproduced as below:-

Rule 7.5:- Absence from Place of work:-

Any workman who after going underground or after coming to his work in the department/section in which he is employed, is found absent from his proper place of work during working hours without permission from the Appropriate Authority or without any sufficient reasons shall be liable to be treated as absent from the period of his absence.

Rule 12.5:- Application for leave or extension of leave on medical grounds shall be supported by a certificate from the Medical Office of the company or where there is no such officer a government medical officer of the company or where there is no such officer, a government medical officer or failing him, from a Registered Medical practitioner, stating the period for which leave is recommended. On receipt of such application, the sanctioning authority shall immediately inform the workman in writing whether the leave or extension of leave has been granted and is so for what period. An employee who has been sanctioned leave or an extension of leave on medical ground for an period exceeding 14 days at a time shall not be allowed to resume duty unless he produced a certificate of fitness. If no information is received by the workman, from the Management, regarding leave in question as applied, for, it may be presumed to be granted.”

Rule -13:-

Application for leave:- A workman who desires to obtain leave of absence shall apply in writing to the Competent authority, not less than 15 days before the commencement of the leave, except where leave is required in unforeseen circumstances and the competent authority shall issue orders on the application within a week of its submission of two days prior to the leave applied for is to commence on the date of the application or within three days thereof orders shall be given on the same day. If the leave is refused or postponed, the fact of such refusal or postponement and the reasons therefore shall be recorded in writing in a register to be maintained for the purpose and if the workman so desires a copy of the entry in the register shall be supplied to him. If the workman after proceeding on leave, desires an extension thereof, he shall apply to the competent authority who shall send a written reply either granting or refusing extension of leave to the workman. Section/refusal of leave shall be communicated to the workman in writing.

Rule 26.24 :-

Habitual late attendance or habitual absence from duty without sufficient cause.

Rule 26.30:-

Absence from duty without sanctioned leave or sufficient cause or overstaying beyond sanctioned leave.

11. He submits that since it proved that the workman is a habitual absentee as stated in defence statement and the workman could not show any medical papers regarding his treatment for the period of absence in the charge sheet, his absence must be held willful. Learned Counsel further submits that when unauthorized absence is not disputed by workman the burden to prove that it was not willful rather was due to some compelling circumstances, lies on the workman who alleges it.

12. In the case in hand, as it appears to me from inquiry papers proved, that the defence of the workman was that he was under treatment by private Doctor's during the period of absence mentioned in the charge which is from 10-6-2004 to 23-11-2004. There is no medical certificate or treatment papers filed by the workman before the Inquiry Officer or before this Tribunal to substantiate his case, that it was due to his

treatment of tuberculosis. The papers filed do relate to treatment of tuberculosis but they are for the period after that mentioned in the charge sheet and before the period in charge sheet. Hence in the case in hand, it is safe to hold that the workman failed to prove that his absence was not willful. Accordingly it is held, that the findings of the Inquiry Officer that the workman was un-authorised and willfully absent from duty for the period in charge sheet is affirmed. **Issue No.2 is answered accordingly.**

13. **ISSUE NO. 3:-**

Learned counsel for Management refers to Rule 27.1 which provides punishment of dismissal from service for this type of misconduct. The following case laws support the claim of the Management:-

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, imposed 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:

“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:

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.

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:

“..... 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.”

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.”

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.”

14. In the light of the above discussion, the punishment of dismissal cannot be said to be shockingly disproportionate to the charges. Accordingly, holding that the punishment does not warrant any judicial intervention by this Tribunal, this **Issue No.3 is answered accordingly.**

15. ISSUE NO.4:-

On the basis of the above findings, the workman is held entitled to no relief. **Accordingly Issue No.4 has been answered.**

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

- A. The action of the Chief General Manager, Baikunthpur Area of SECL in terminating the services of Sh. Veer Sai w.e.f. 10-3-2005 is held to be legal and justified.
- B. The workman is held entitled to no relief.

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

DATE: 25.2.2021

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 17 मार्च, 2021

का.आ. 285.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स डब्ल्यू.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 45/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10.03.2021 को प्राप्त हुआ था।

[सं. एल-22012/113/2016-आई आर (सीएम-2)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 17th March, 2021

S.O. 285.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 45/2017) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the Management of M/s. W.C.L. and their workmen, received by the Central Government on 10.03.2021.

[No. L-22012/113/2016-IR(CM-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR
NO. CGIT/LC/R/45/2017

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

Shri S.W. Waghmare,
Area Secretary,
All India SC/ST/OBC Employees Coordination Council
Wani Area, Art No.B-51,
Ramnagar Colony Ghugus
Post Ghugus,
District Chandrapur

...Workman

Versus

The Sub Area Manager,
Neejay O/C Mines,
Western Coalfields Limited,
Post Belora, Tehsil Wani,
District Yavatmal (M.S.)

...Management

AWARD
(Passed on this 17th day of February 2021)

1. As per letter dated 9-5-2017 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-22012/113/2016-IR(CM-II).The dispute under reference relates to:

“Whether the demand by Area Secretary of All India Sc/ST/OBC Employee Co-ordination Council Wani Area, Tehsil, Ghugus, District Chandrapur over the issue of anomaly in pay fixation or pay disparity i.r.o. Shri K.N.Hetkar, Fitter-cum-Mechanic, Neeljay O/C Mines, Post Belora, Tehsil Wani, District Yavatmal is just, fair and legal?If yes, to what relief the concerned workman is entitled to? .”

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

3. The workman did not appear inspite of service notice to him and did not file any statement of claim. Hence the case proceeded ex-parte vide order dated 11/1/2021.

4. The Management has filed statement of claim wherein it has contested the claim made by the workman which is regarding pay anomaly in pay fixation. The workman has claimed basic pay equivalent to the basic of his junior Shri S.R.Badhukale. The workman has claimed parity of pay scale from 1-7-2001 in the year 2014 which according to the Management is highly belated and his claim is not permissible on the grounds of delay and latches. The Management has accordingly prayed for answering the reference against the workman.

5. The workman did not produce any evidence. The Management has filed affidavit of its witness which is un-cross-examined.

6. At the time of arguments, none appeared from the side of the workman, hence the arguments of Shri A. K. Shashi, learned counsel for Management was heard.

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

8. The burden to prove the claim lies on the workman in which he has failed. The Management has proved its case by un-cross-examined affidavit of its witness.

9. In such circumstances, holding the claim of the workman not proved, the reference deserves to be answered against the workman.

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

A. The demand by Area Secretary of All India Sc/ST/OBC Employee Co-ordination Council Wani Area, Tehsil, Ghugus, District Chandrapur over the issue of anomaly in pay fixation or pay disparity i.r.o. Shri K.N.Hetkar, Fitter-cum-Mechanic, Neeljay O/C Mines, Post Belora, Tehsil Wani, District Yavatmal is un-justified and illegal.

B. The workman is held entitled to no relief.

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

DATE: 17.2.2021

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 17 मार्च, 2021

का.आ. 286.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स डब्ल्यू.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 57/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10.03.2021 को प्राप्त हुआ था।

[सं. एल-22012/130/2007-आई आर (सीएम-2)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 17th March, 2021

S.O. 286.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 57/2007) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the Management of M/s. W.C.L and their workmen, received by the Central Government on 10.03.2021.

[No. L-22012/130/2007-IR(CM-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE

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

NO. CGIT/LC/R/57/2007

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

Shri Ganpat
S/o Nanhe,
R/o Mines Quarters Nanda,
Post Nandan, The. Junnardeo
Chhindwara (M.P.)

...Workman

Versus

The Manager Nandan Mine No.1
Western Coal Fields Ltd.
Kanhana Area, Post Nandan,
Chhindwara.

...Management

AWARD

(Passed on this 23rd day of February 2021)

1. As per letter dated 9-7-2007 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. cL-22012/130/2007-IR(CM-II) The dispute under reference relates to:

“Whether the action of the management of M/s WCL in dismissing Shri Ganpat from service w.e.f. 19.1.2005 is legal and justified? If not, to what relief is the workman entitled.”

1. After registering the case on the basis of reference, notices were sent to the parties. They appeared and have filed their respective claim/defence. The case of the workman as stated in his statement of claim is that while he was working in the Management Company at Nandan Mine No.1 a chargesheet dated 17-8-2004 was issued to him alleging him of theft of company property which amounts to misconduct. The charge sheet was vague as according to the contents of the chargesheet, he was found sleeping in TB-2 and therefore, theory of theft was staged by Management which was imaginary. The inquiry was held by the Welfare Officer, who conducted the inquiry, though he was not competent to conduct the inquiry in the light of the standing orders. Further the Inquiry Officer filed inquiry report wrongly holding the workman guilty of theft and misconduct.

The Controlling Authority, without looking into the facts aforesaid, passed the impugned order of dismissal by ignoring the contention of the workman. The Appellate Authority also committed the same mistake by confirming the order. Accordingly the workman has prayed that the reference be answered in his favour holding the inquiry against law and reinstating him with back wages and service benefits.

2. According to the Management, the workman was initially appointed in Rawanbara Khas Colliery of management, Pench Area on 18-8-1981. His services were transferred to Nandan Mines No.1. He was working as Roof Bolter Mistery. A charge sheet dated 17-8-2004 was issued against him and a departmental inquiry was conducted. Charge against the workman was that on 14-8-2004 the workman was in the second shift. He came out from the mine at about 11.45 p.m. and was seen by the Chowkidar when he was entering into the mine through TB-2 at about 2 a.m.. He was being searched by the security guard but was not found in the mine. He was found sleeping with vinod near TB-2 at 5 a.m.. He was caught with stolen property (3 pulley, 2 guarders and 02 rods). During the inquiry, the workman admitted his guilt. The Inquiry Officer submitted his inquiry report after recording the evidence of witnesses and completing the inquiry. The workman was issued a show cause notice on the inquiry by the Disciplinary Authority and keeping in view the gravity of the charge, he was dismissed vide order dated 19-1-2005. The Management further denied that the Inquiry Officer was not holding the charge of Welfare Officer at the time he was conducting the inquiry. According to the management, the punishment was proportionate to the charge, hence the Management has prayed that the reference be answered against the workman.

3. My learned Predecessor framed the preliminary issue as follows:-

“Whether the inquiry conducted against the workman is proper and legal.”

4. The workman produced and filed documents Exhibit W1 to W7 and Management filed and proved documents Exhibit M1 to M8 which are mainly inquiry related papers. The workman and Management also examined themselves on oath.

5. My learned Predecessor held the inquiry illegal, holding that it was violative of Rule 73(2) of the Mines Act. His this order is part of the award.

6. Thereafter the management was given a chance to prove the charges before the Tribunal. The management relied on the inquiry documents and filed the affidavits of three witnesses M1- Ganesh Khatarakar, Security Guard, M2-Sohanlal-helper and M3 Sabulal-Worker. The workman stopped attending the case after the order on preliminary issue which is not un-natural and nothing more can be expected of a helpless down trodden workman belonging to the lower strata of the society and who is illiterate or semi illiterate and out of service to come to court on different dates since so many years from a distant place in Chhattisgarh to Jabalpur.

7. The workman did not cross-examine the Management witness. He did not produce any evidence and for arguments also the workman never appeared, hence arguments of Mr. A.K.Shashi, learned counsel for the Management were heard by me. The workman did not file any written arguments. I have gone through then record as well.

8. On perusal of the record in the light of arguments, reveals following issues which arises for determination:-

(1) whether the charge is proved from the evidence on record.?”

(2) Subject to outcome of Issue No.1, whether the punishment is sufficient.?”

(3) Subject to outcome of Issue No.1 and 2, whether the workman is entitled to any relief.?”

9. As mentioned previously in this judgment that the inquiry was held illegal by my learned Predecessor, hence the Management was given a chance to produce evidence in support of the charges. The charges against the workman was regarding theft of (3 pulley, 2 guarders and 02 rods). The management witness No.1 who happens to be the security guard has stated on oath that he worked in the mines since the year 2002 to 2011. He was incharge security in the year 2004. The workman, Nathu chowkidar, Sabulal Chowkidar, Gunny-body Searcher, Komal Prasad Chowkidar and the workman worked at the mines at that time. Nathu chowkidar has died and Gunny and Komal Prasad have retired and Sabulal is still working. According to him, he received a written information regarding theft of Management property on 15-8-2004 against the workman and forwarded the application to his higher authorities. His statement nowhere discloses that he was an eye witness regarding the presence of the workman beyond his duty hours or in possession of alleged stolen property with the workman or its recovery.

10. Sohanlal -helper has stated that he was working with the workman on 14-8-2004 in the third shift at around 2 a.m. He went for patrolling with Nathu and saw some unidentified persons at Gate No.1. Two

persons were seen entering into the mines, by him. He immediately informed the telephone operator. These two persons were traced but they could not be found. At about 5.30 a.m. Shri Gunny-body searcher and Security guard Komal Prasad brought the applicant/workman and one another person before him. Instruments of mining, like hammer etc. were found with the workman. Same is the statement of the third witness.

11. The articles that were found with the workman were (Chheni, Sabbal, Hammer, Axe, Khurpi and Katar). These are the instruments issued to a workman, when they enter into the mines. The statements do not show possession of any property which the management claims to have recovered from the possession of workman which is (3 pulley, 2 guarders and 02 rods). It comes out that the workman was found in the mines beyond his duty hours which may or may not be a misconduct. It is not the case of the Management that the workman was seen running away with the Management property or was caught running away and that any property was recovered from him or from his house which could be presumed as stolen property. To the worst, it is the case of over staying on duty beyond the duty hours. Learned Counsel for Management has relied on case law of **Nand Kishoren Prasad Vs. State of Bihar and Others (1978) 3 SCC 366**, and has submitted that it has been held that for holding guilty of charge in a departmental proceeding there must be some evidence, but needless to say, there is not even some evidence to connect the workman with the charge in the case in hand, hence, this case does not help the Management on this point.

12. On the basis of the above discussion, it cannot be held that no charge of theft has been proved on the workman. Accordingly holding the charge of theft not proved, **Issue No.1 is answered in favour of the Workman.**

13. **ISSUE NO .2:-**

Now, after decision of the preliminary issue no. 01, in the favour of the workman, 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.**

14. 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.

15. 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, imposed appropriate punishment with cogent reasons in support thereof.”

16. 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.”

17. 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 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.”

18. 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.”

19. 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.

20. 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.

21. 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.”

22. On the basis of findings recorded above , when the major charge of theft has been held not proved , the only charge of overstaying in mines remains which learned counsel for Management could not sight any rule providing major punishment for overstaying in mines, hence I have no hesitation to hold that the punishment of dismissal in the case in hand is excessive and does not stand the scrutiny of law. **Issue No.2 is decided accordingly.**

23. **ISSUE NO. 3:-**

On the basis of findings recorded above, in this Judgment, the workman is held entitled to reinstatement, but since he has been out of work, hence adopting the principal rule of no pay for no work, he is held entitled only to 50% of back wages with all service benefits and post retiral benefits. **Issue No.3 is answered accordingly.**

24. Before parting, some facts and sad state of affairs need to be brought on record. An Industrial adjudication is fight between David and Goliath. Though mythlogically David defeats Goliath but this is not so in real world. Helpless, illiterate, poor workers working in different organization cannot withstand the might of Management, as it has happened in the case in hand. They are the most deserving class for sympathy and protection of Legal Services Authorities which can extend them legal help and other benefits. Hence let a copy of this Judgment be sent to Secretary, State Legal Services Authority, Jabalpur with a request that the facts may please be brought to the knowledge of Authority's and the Authority be moved to extend legal help and legal education, services of professionals to the poor litigants who are from the down trodden strata of the society. The copy of the Judgment be sent after the Award is published in the Official Gazette.

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

- A. The action of the management of M/s WCL in dismissing Shri Ganpat from service w.e.f. 19.1.2005 is against law and unjustified.**
- B. The workman Ganpat is entitled to be reinstated with 50% back wages till the date of his joining. He is also held entitled to service and post retiral benefits.**
- C. No order as to costs.**

26. 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

नई दिल्ली, 17 मार्च, 2021

का.आ. 287.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स भारत संचार निगम लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 236/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10.03.2021 को प्राप्त हुआ था।

[सं. एल-40012/100/1991-आई आर (सीएम-2)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 17th March, 2021

S.O. 287.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 236/91) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the Management of M/s. Bharat Sanchar Nigam Limited and their workmen, received by the Central Government on 10.03.2021.

[No. L-40012/100/1991-IR(CM-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE

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

NO. CGIT/LC/R/236/91

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

Shri Pratap singh
Richhari,
Tehsil Bhitwarwar
District Gwalior

Versus

... Workman

The T.D.M.
Bharat Sanchar Nigam Ltd.
Shivpuri (M.P.)

... Management

AWARD
(Passed on this 18th day of February-2021)

1. As per letter dated 18/12/91 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-40012/100/91-D-2(B) new-IR(CM-II). The dispute under reference relates to:

“Whether the action of the management of District Engineer Chambal, Doorsanchar, Gwalior in terminating the service of Shri Pratap Singh is justified? If not, what relief he is entitled to ?”.

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

3. The case of the workman as stated in his statement of claim is that he was engaged by the Management as daily wage labour on casual basis on 15-10-1987 and continuously worked till 1-7-1988 till he was dis-engaged by a verbal order of management which is violative of Section 25(G) as he has been in continuous engagement for 240 days or more in the year preceding the date of his dis-engagement. He was not given any notice or compensation in this respect. His dis-engagement is further violative of Section 25(F), 25(H) and 25(M). Accordingly he has requested for his reinstatement with all back wages and benefits.

4. The case of the management is that he was never engaged in any capacity, not even as a daily wager by the Management, hence there is no question of his dis-engagement and accordingly the Management has prayed that the reference be answered against the workman.

5. During the course of proceedings the Management of Telecom Department was taken over by Bharat Sanchar Nigam Ltd. who was impleaded as new Management.

6. It comes out from the perusal of the record that this reference was decided by my learned Predecessor and an ex-parte award dated 20-6-2003 was passed holding that the workman had successfully proved his engagement for 240 days in the year preceding the date of his dis-engagement and he further proved that no notice or compensation was given to the workman in this respect.

7. This award was published and it was set aside vide order dated 16-9-2010. Thereafter the Management filed its statement of defence mentioned earlier.

8. In evidence, the workman filed affidavit for himself and also examined on oath his witness Manoharlal as WW-1 and WW-2. Both the witnesses were cross-examined by the Management. The workman also proved Article A-1 and A-2 documents filed by him.

9. Management examined its witness Shri Pradeep Bhargav, Divisional Engineer on oath and was cross-examined by the workman. At the stage of arguments, the workman absented himself, hence heard the arguments of Shri R.S.Khare, learned counsel for the Management. The workman was given liberty to file written arguments. He did file written arguments which is taken on record. I have perused the written arguments also and the record as well.

10. On perusal of the record in the light of the arrival argument, reveals following issues which arise for determination in the case in hand.

1. **“Whether the dis-engagement of workman is legally justified?”**

2. **“Whether the workman is entitled to any relief.”**

11. ISSUE NO. 1:-

The respective stand of both the sides on this issue as is elaborated earlier in this judgment. Hence, the points to be seen in this issue are firstly, whether the workman was ever engaged as a daily wage casual labour, secondly whether he was in continuous engagement for a period of 240 days in the year preceding the date of his dis-engagement and thirdly whether any notice or compensation was given to the workman at the time of his dis-engagement. Reference of legal provisions is necessary for any discussion of evidence, which is being re-produced as follows:-

Section 2(oo), Section 25(B),. Section 25(F), Section (G).

2[(oo) “retrenchment” means the termination by the employer of the service of a workman for any any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include— (a) voluntary retirement of the workman; or (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf.”

[25B. Definition of continuous service.- For the purposes of this Chapter,— (1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman; (2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer- (a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than- (i) one hundred and ninety days in the case of a workman employed below ground in a mine; and (ii) two hundred and forty days, in any other case; (b) for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than- (i) ninety-five days, in the case of a workman employed below ground in a mine; and (ii) one hundred and twenty days, in any other case.

25F. Conditions precedent to retrenchment of workmen.- No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice: 1[***] (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay 2[for every completed year of continuous service] or any part thereof in excess of six months; and (c) notice in the prescribed manner is served on the appropriate Government 3[or such authority as may be specified by the appropriate Government by notification in the Official Gazette.]

25G. Procedure for retrenchment.- Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.

12. In his statement of oath the workman has stated that he was engaged as daily wage casual labour on muster roll on 15-10-1987 and worked continuously till his dis-engagement on 1-7-1988. He has denied that he has actually worked for 150 days only. He also denied that he worked for contractor during this period. His statement is supported by his witness Manoharlal the then SDO under whom he had worked. His witness Manoharlal has stated on oath that he has been engaged as daily wage casual labour on 15-10-1987 till 1-7-1988 in Shivpuri. The workman worked under him as a helper. He proved the copy of the musterroll. He also proved the certificate issued certifying his engagement as daily wage casual labour from 15-10-1987 to 1-7-1988. He has been cross-examined by Management side. He stated that now he has retired. He stated that earlier labours were taken on musterroll which was banned later on by a circular of the Management. He further stated that the workman was a helper to the lineman. He used to come for taking instruments and articles from store which was incharge of the witness.

13. As opposed to this, there is statement of Management witness who is generally an ignorant person about the engagement and disengagement of the workman as it appears from his statement. Hence in the light of the above noted, provisions, the claim of the workman that he was in continuous engagement as daily wage casual labour is held proved.

14. It is the case of the workman that no notice or compensation was given to him before his dis-engagement. The Management also does not dispute this fact, hence the claim that no notice regarding retrenchment or compensation was given to workman on his retrenchment as stated by him is also held proved.

15. On the basis of the above discussion the dis-engagement of workman is held bad in law being violative of Section 25(G) of the Industrial Disputes Act, 1947. **Issue No.1 is answered accordingly.**

ISSUE NO.2 :-

16. The workman was ordered to be reinstated with back wages and all benefits in the ex-parte award. The learned counsel for the Management has submitted that the workman was not regularly employed. He was not selected against the regular vacancy, he was a simple daily wage casual labour engaged according to the work available hence his reinstatement will not be justified in law. He has referred to case **Assistant Engineer Rajasthan Development Corporation and Another Vs. Gitam Singh** (2013) 5 SCC 136 and **Secretary State of Karnataka & Others Vs. Umadevi and Others** (2006) 4 SCC 1. He further referred to case **Union of India and Another Vs. Surendra Singh Rastriya Adhyaksha (INTUC) and Others** (2019)(162) FLR 467 Allahabad High Court and **Bhanwar Singh Vs. Presiding Officer and Another** (2018)(158) FLR 362 Punjab and Haryana High Court. It has been held in these cases, that reinstatement of daily wage casual labour not engaged against a regular vacancy, not appointed as per rules is not justified in law and he should better be awarded compensation. Hence the arguments of learned counsel for workman has merits and is accepted. Keeping in view the length of litigation, length of engagement and related factors, holding the workman entitled to compensation quantified at Rs.1,00,000/-(Rupees one lac only) will meet the ends of justice in my opinion. **Issue No.2 is answered accordingly.**

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

- A. The action of the management of District Engineer Chambal, Doorsanchar, Gwalior in terminating the service of Shri Pratap Singh is unjustified in law and fact.
- B. The workman is held entitled to a compensation of Rs.1,00,000/-(Rupees one lac only) to be payable to him within 30 days from the date of receipt of the Award after publication, by the Management, failing which the amount will attract interest @ 12% per annum.
- C. No order as to costs.

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

DATE: 18.2.2021

P. K. SRIVASTAVA, Presiding Officer