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भारत का राजपत्र
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No. 31] NEW DELHI, AUGUST 10—AUGUST 16, 2025, SATURDAY/SHRAVANA 19–SHRAVANA 25, 1947

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

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

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

वित्त मंत्रालय

(राजस्व विभाग)

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 8 अगस्त, 2025

का.आ. 1457.—केंद्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, राजस्व विभाग के केंद्रीय प्रत्यक्ष कर बोर्ड के अधीन निम्नलिखित कार्यालयों, जिनके 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्य साधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है:

प्रधान मुख्य आयकर आयुक्त चंडीगढ़

क्रम संख्या.	कार्यालय का नाम
1	कार्यालय प्रधान मुख्य आयकर आयुक्त, चण्डीगढ़
2	कार्यालय प्रधान आयकर आयुक्त-1, चण्डीगढ़

3	कार्यालय आयकर अपर/संयुक्त आयुक्त, चण्डीगढ़
4	कार्यालय आयकर अधिकारी, वार्ड-1(1), नंगल
5	कार्यालय आयकर अधिकारी एवं डी.डी.ओ., रोपड़
6	कार्यालय आयकर अपर/संयुक्त आयुक्त, शिमला रेंज, शिमला
7	कार्यालय आयकर अधिकारी, वार्ड-1, शिमला (हिमाचल प्रदेश)
8	कार्यालय आयकर अधिकारी, वार्ड, बिलासपुर(हिमाचल प्रदेश)
9	कार्यालय आयकर अधिकारी, वार्ड, पालमपुर(हिमाचल प्रदेश)
10	कार्यालय आयकर अधिकारी, वार्ड, मंडी (हिमाचल प्रदेश)
11	कार्यालय आयकर अधिकारी, वार्ड, परवाणू(हिमाचल प्रदेश)
12	कार्यालय आयकर अधिकारी, वार्ड, धर्मशाला(हिमाचल प्रदेश)
13	कार्यालय आयकर अधिकारी, वार्ड, रामपुर(हिमाचल प्रदेश)
14	कार्यालय आयकर अधिकारी, वार्ड, हमीरपुर(हिमाचल प्रदेश)
15	कार्यालय आयकर अधिकारी, वार्ड, डल्हौजी(हिमाचल प्रदेश)
16	कार्यालय आयकर अधिकारी, वार्ड, कुल्लू (हिमाचल प्रदेश)
17	कार्यालय आयकर अधिकारी, वार्ड, नूरपूर (हिमाचल प्रदेश)
18	कार्यालय आयकर अधिकारी, वार्ड, ऊना (हिमाचल प्रदेश)
19	कार्यालय आयकर आयुक्त(प्रशा. एवं टी.पी.एस.), चण्डीगढ़
20	कार्यालय आयकर आयुक्त(आई.टी.ए.टी.), चण्डीगढ़
21	कार्यालय आयकर आयुक्त(लेखापरीक्षा), चण्डीगढ़
22	कार्यालय आयकर संयुक्त आयुक्त(लेखापरीक्षा), चण्डीगढ़
23	कार्यालय आयकर आयुक्त(टी.डी.एस.)-1, चण्डीगढ़
24	कार्यालय आयकर अपर आयुक्त(टी.डी.एस.), रेंज लुधियाना
25	कार्यालय आयकर अपर आयुक्त(टी.डी.एस.) रेंज चण्डीगढ़
26	कार्यालय आयकर आयुक्त (टी.डी.एस.)-2, चण्डीगढ़
27	कार्यालय आयकर अपर आयुक्त (टी.डी.एस.) रेंज पंचकूला
28	कार्यालय आयकर अपर आयुक्त(टी.डी.एस.) रेंज, गुरूग्राम
29	कार्यालय आयकर आयुक्त(छूट), चण्डीगढ़
30	कार्यालय आयकर अपर/संयुक्त आयुक्त(छूट), रेंज-1, चण्डीगढ़
31	कार्यालय आयकर अपर/संयुक्त आयुक्त(छूट), रेंज-2, चण्डीगढ़
32	कार्यालय आयकर निदेशक (आसूचना एवं आपराधिक अन्वेषण), चण्डीगढ़

33	कार्यालय आयकर अपर निदेशक(आ. एवं आप. अन्वे.), चण्डीगढ़
34	कार्यालय मुख्य आयकर आयुक्त, पंचकूला
35	कार्यालय प्रधान आयकर आयुक्त, पंचकूला
36	कार्यालय आयकर अपर/संयुक्त आयुक्त रेंज पंचकूला
37	कार्यालय प्रधान आयकर आयुक्त, रोहतक
38	कार्यालय आयकर अपर/संयुक्त आयुक्त, रेंज रोहतक
39	कार्यालय आयकर अपर/संयुक्त आयुक्त रेंज-1, करनाल
40	कार्यालय आयकर अधिकारी, वार्ड-1, कैथल
41	कार्यालय आयकर अपर/संयुक्त आयुक्त, रेंज हिसार
42	कार्यालय आयकर अधिकारी, वार्ड-1, फतेहाबाद
43	कार्यालय आयकर अधिकारी, वार्ड-1, चरखीदादरी
44	कार्यालय आयकर अधिकारी, वार्ड-1, जींद
45	कार्यालय प्रधान आयकर आयुक्त, फरीदाबाद
46	कार्यालय आयकर अपर/संयुक्त आयुक्त, रेंज-1, फरीदाबाद
47	कार्यालय आयकर अपर/संयुक्त आयुक्त, रेंज-1, गुरूग्राम
48	कार्यालय आयकर अपर/संयुक्त आयुक्त, रेंज-3, गुरूग्राम
49	कार्यालय आयकर अधिकारी, वार्ड-1, नारनौल
50	कार्यालय मुख्य आयकर आयुक्त, लुधियाना
51	कार्यालय प्रधान आयकर आयुक्त(वी.यू)-1, लुधियाना
52	कार्यालय आयकर अपर आयुक्त(वी.यू.)-1(1), लुधियाना
53	कार्यालय आयकर अधिकारी(वी.यू)-1(1)(3), अनंतनाग
54	कार्यालय आयकर अपर आयुक्त(वी.यू.)-1(2), सरहिंद
55	कार्यालय आयकर अपर आयुक्त(वी.यू.)-1(3), चंडीगढ़
56	कार्यालय आयकर अधिकारी(वी.यू)-1(3)(5), सुंदरनगर
57	कार्यालय आयकर अधिकारी(वी.यू)-1(3)(6), बद्दी
58	कार्यालय प्रधान आयकर आयुक्त(ए.यू)-1, लुधियाना
59	कार्यालय आयकर संयुक्त आयुक्त(ए.यू)-1(1), लुधियाना
60	कार्यालय आयकर अपर आयुक्त(ए.यू)-1(2), लुधियाना
61	कार्यालय आयकर संयुक्त आयुक्त(ए.यू)-1(3), लुधियाना
62	कार्यालय आयकर संयुक्त आयुक्त(ए.यू)-1(4), लुधियाना

63	कार्यालय प्रधान आयकर आयुक्त(ए.यू)-1, जालंधर
64	कार्यालय आयकर संयुक्त आयुक्त(ए.यू)-1(1), जालंधर
65	कार्यालय आयकर संयुक्त आयुक्त(ए.यू)-1(2), जालंधर
66	कार्यालय आयकर संयुक्त आयुक्त(ए.यू)-1(3), जालंधर एट फगवाड़ा,
67	कार्यालय आयकर संयुक्त आयुक्त(एयू)-1(4), जालंधर एट होशियारपुर
68	कार्यालय प्रधान आयकर आयुक्त(ए.यू)-1, अमृतसर
69	कार्यालय आयकर अपर आयुक्त(ए.यू)-1(1), अमृतसर
70	कार्यालय आयकर अपर आयुक्त(ए.यू)-1(2), अमृतसर
71	कार्यालय आयकर अपर आयुक्त(ए.यू)-1(3), अमृतसर
72	कार्यालय आयकर अपर आयुक्त(ए.यू)-1(4), अमृतसर
73	कार्यालय प्रधान आयकर आयुक्त(ए.यू)-1, बठिंडा
74	कार्यालय आयकर अपर आयुक्त(ए.यू)-1(1), बठिंडा
75	कार्यालय आयकर अपर आयुक्त(ए.यू)-1(2), बठिंडा एट फिरोजपुर
76	कार्यालय आयकर अधिकारी(ए.यू)-1(2)(3), जीरा
77	कार्यालय अपर आयकर आयुक्त(ए.यू)-1(3), बठिंडा एट मोगा
78	कार्यालय आयकर अधिकारी(एयू)1(3)(4), जगराओ
79	कार्यालय आयकर अधिकारी(एयू)1(3)(5), मलेरकोटला
80	कार्यालय आयकर अधिकारी(एयू)1(3)(6), कपूरथला
81	कार्यालय आयकर संयुक्त आयुक्त(ए.यू)-1(4), बठिंडा एट संगरूर
82	कार्यालय आयकर अधिकारी(एयू)-1(4)(2), बरनाला
83	कार्यालय प्रधान आयकर आयुक्त(ए.यू)-1, जम्मू
84	कार्यालय आयकर अपर आयुक्त(एयू)-1(1), जम्मू
85	कार्यालय आयकर अपर आयुक्त(एयू)-1(2), जम्मू एट पठानकोट
86	कार्यालय आयकर अपर आयुक्त(एयू)-1(3), जम्मू एट लुधियाना
87	कार्यालय आयकर अपर आयुक्त(एयू)-1(4), जम्मू एट खन्ना
88	कार्यालय आयकर अधिकारी(एयू)-1(2)(4), जम्मू एट राजौरी
89	कार्यालय आयकर अधिकारी(एयू)-1(2)(5), जम्मू एट सांबा
90	कार्यालय आयकर अधिकारी(एयू)-1(2)(6), जम्मू एट बारामूला
91	कार्यालय आयकर आयुक्त(अपील)-1, लुधियाना
92	कार्यालय आयकर आयुक्त(अपील)-2, लुधियाना

93	कार्यालय आयकर आयुक्त(अपील)-3, लुधियाना
94	कार्यालय आयकर आयुक्त(अपील)-4, लुधियाना
95	कार्यालय आयकर आयुक्त(अपील)-1, हिसार
96	कार्यालय आयकर आयुक्त(अपील)-1, बठिंडा
97	कार्यालय आयकर आयुक्त(अपील)-1, करनाल
98	कार्यालय आयकर आयुक्त(अपील)-1, रोहतक
99	कार्यालय आयकर आयुक्त(अपील)-1, फरीदाबाद
100	कार्यालय आयकर आयुक्त(अपील)-1, पंचकूला
101	कार्यालय आयकर आयुक्त(अपील)-1, अमृतसर
102	कार्यालय आयकर आयुक्त(अपील)-2, अमृतसर
103	कार्यालय आयकर आयुक्त(अपील)-1, गुरूग्राम
104	कार्यालय आयकर आयुक्त(अपील)-2, गुरूग्राम
105	कार्यालय मुख्य आयकर आयुक्त, शिमला
106	कार्यालय प्रधान आयकर आयुक्त(ए.यू.)-1, हिसार
107	कार्यालय आयकर अपर/संयुक्त आयुक्त(ए.यू.)-1(1), हिसार एट भिवानी
108	कार्यालय आयकर अपर/संयुक्त आयुक्त(ए. यू.)-1(2), हिसार एट सिरसा
109	कार्यालय आयकर अपर/संयुक्त आयुक्त(ए. यू.)-1(3), हिसार एट रेवाड़ी
110	कार्यालय आयकर अपर/संयुक्त आयुक्त(ए. यू.)-1(4), हिसार एट गुरुग्राम
111	कार्यालय आयकर आयुक्त(अपील यूनिट)-1, जालंधर
112	कार्यालय आयकर आयुक्त(अपील यूनिट)-2, जालंधर
113	कार्यालय आयकर आयुक्त(अपील यूनिट)-1, पटियाला
114	कार्यालय आयकर आयुक्त(अपील यूनिट)-1, चंडीगढ़
115	कार्यालय आयकर आयुक्त(अपील यूनिट)-2, चंडीगढ़
116	कार्यालय आयकर आयुक्त(अपील यूनिट)-1, शिमला एट सोलन
117	कार्यालय आयकर आयुक्त(अपील यूनिट)-1, पालमपुर
118	कार्यालय आयकर आयुक्त(अपील यूनिट)-1, जम्मू
119	कार्यालय आयकर आयुक्त(अपील यूनिट)-1, श्रीनगर
120	कार्यालय प्रधान आयकर आयुक्त(आर.यू)-1, चंडीगढ़
121	कार्यालय आयकर अपर/संयुक्त आयुक्त(आर. यू.)-1(1), चंडीगढ़
122	कार्यालय आयकर अपर/संयुक्त आयुक्त(आर. यू.)-1(2), चंडीगढ़

123	कार्यालय आयकर अपर/संयुक्त आयुक्त(आर. यू.)-1(3), चंडीगढ़
124	कार्यालय प्रधान आयकर आयुक्त(ए. यू.)-1 , करनाल
125	कार्यालय आयकर अपर/संयुक्त आयुक्त(ए. यू.)-1(1), करनाल एट सोनीपत
126	कार्यालय आयकर अपर/संयुक्त आयुक्त(ए. यू.)-1(2), करनाल एट कुरुक्षेत्र
127	कार्यालय अपर/संयुक्त आयकर आयुक्त(ए. यू.)-1(3), करनाल एट यमुनानगर
128	कार्यालय आयकर अपर/संयुक्त आयुक्त(ए. यू.)-1(4), करनाल एट फरीदाबाद
129	कार्यालय प्रधान आयकर आयुक्त(ए. यू.)-1 ,शिमला
130	कार्यालय आयकर अपर/संयुक्त आयुक्त(ए. यू.)-1(1), शिमला
131	कार्यालय आयकर अपर/संयुक्त आयुक्त(ए. यू.)-1(2), शिमला एट मण्डी
132	कार्यालय आयकर अपर/संयुक्त आयुक्त(ए. यू.)-1(3), शिमला एट पालमपुर
133	कार्यालय आयकर अपर/संयुक्त आयुक्त(ए. यू.)-1(4),शिमला एट मोहाली
134	कार्यालय प्रधान आयकर आयुक्त, वी.यू-1, गुरुग्राम
135	कार्यालय आयकर अपर आयुक्त, वी.यू. -1(1), गुरुग्राम
136	कार्यालय आयकर अपर आयुक्त, वी.यू. -1(2), गुरुग्राम एट पानीपत
137	कार्यालय आयकर संयुक्त आयुक्त, वी.यू. -1(3), गुरुग्राम एट अम्बाला
138	कार्यालय मुख्य आयकर आयुक्त, अमृतसर
139	कार्यालय प्रधान आयकर आयुक्त-1, अमृतसर
140	कार्यालय आयकर संयुक्त आयुक्त, रेंज-1, अमृतसर
141	कार्यालय आयकर अधिकारी वार्ड-1 बाटला
142	कार्यालय आयकर अधिकारी, वार्ड, गुरदासपुर
143	कार्यालय आयकर अधिकारी, वार्ड-1, तरनतारन
144	कार्यालय आयकर संयुक्त आयुक्त, रेंज-1, बठिंडा
145	कार्यालय आयकर अधिकारी, वार्ड-1, फ़रीदकोट
146	कार्यालय आयकर अधिकारी, वार्ड-1(4), मानसा
147	कार्यालय आयकर अधिकारी, वार्ड-2(3), अबोहर
148	कार्यालय आयकर अधिकारी, वार्ड-2(2), मुक्तसर
149	कार्यालय प्रधान आयकर आयुक्त-1, जालंधर
150	कार्यालय आयकर संयुक्त आयुक्त, रेंज-1, जालंधर
151	कार्यालय आयकर संयुक्त आयुक्त, रेंज-4, जालंधर
152	कार्यालय आयकर अधिकारी, होशियारपुर

153	कार्यालय आयकर अधिकारी, दसूहा
154	कार्यालय आयकर अधिकारी, नवांशहर
155	कार्यालय आयकर अधिकारी, फगवाड़ा
156	कार्यालय आयकर अधिकारी, कपूरथला
157	कार्यालय आयकर अधिकारी, नकोदर
158	कार्यालय प्रधान आयकर आयुक्त-1, लुधियाना
159	कार्यालय अपर आयकर आयुक्त रेंज-1, लुधियाना
160	कार्यालय आयकर अधिकारी, वार्ड-1, मोगा
161	कार्यालय आयकर कार्यालय, जगराव
162	कार्यालय आयकर अधिकारी, वार्ड-3, खन्ना
163	कार्यालय आयकर अधिकारी, वार्ड-1, मलेरकोटला
164	कार्यालय आयकर अधिकारी, वार्ड-1, खन्ना
165	कार्यालय आयकर संयुक्त आयुक्त, रेंज-4, लुधियाना
166	कार्यालय प्रधान आयकर आयुक्त, पटियाला
167	कार्यालय आयकर अपर आयुक्त, रेंज पटियाला
168	कार्यालय आयकर अधिकारी वार्ड-1 व 2 मंडी गोबिंदगढ़
169	कार्यालय आयकर अधिकारी वार्ड-1 संगरूर
170	कार्यालय आयकर अधिकारी वार्ड – सुनाम
171	कार्यालय आयकर अधिकारी वार्ड – नाभा
172	कार्यालय आयकर अधिकारी वार्ड – बरनाला
173	कार्यालय आयकर अधिकारी वार्ड - राजपुरा
174	कार्यालय प्रधान आयकर आयुक्त, श्रीनगर
175	कार्यालय आयकर अपर आयुक्त, रेंज-1 जम्मू
176	कार्यालय आयकर अधिकारी, वार्ड-1(4), कठुआ
177	कार्यालय आयकर अधिकारी, वार्ड-2(5), कटरा
178	कार्यालय आयकर संयुक्त आयुक्त, रेंज श्रीनगर
179	कार्यालय आयकर अधिकारी, वार्ड उधमपुर
180	कार्यालय आयकर महानिदेशालय (अन्वे.) चण्डीगढ़
181	कार्यालय प्रधान आयकर निदेशक(अन्वे.), चण्डीगढ़
182	कार्यालय आयकर अपर निदेशक (अन्वे.), चण्डीगढ़

183	कार्यालय आयकर अपर आयुक्त (बीपीयू), चण्डीगढ़
184	कार्यालय आयकर अपर निदेशक(अन्वे.), फरीदाबाद
185	कार्यालय आयकर उपनिदेशक(अन्वे.), पानीपत
186	कार्यालय आयकर उपनिदेशक(अन्वे.), अम्बाला
187	कार्यालय आयकर संयुक्त/अपर निदेशक(अन्वे.), गुरूग्राम
188	कार्यालय आयकर उप निदेशक(अन्वे.), रोहतक
189	कार्यालय आयकर उपनिदेशक(अन्वे.), परवाणू
190	कार्यालय आयकर उप निदेशक (अन्वे.), शिमला
191	कार्यालय प्रधान आयकर निदेशक (अन्वे.), लुधियाना
192	कार्यालय आयकर अपर/संयुक्त निदेशक (अन्वे.), लुधियाना
193	कार्यालय आयकर उप निदेशक (अन्वे.), मोहाली
194	कार्यालय आयकर उप निदेशक (अन्वे.), पटियाला
195	कार्यालय आयकर संयुक्त निदेशक(अन्वे.)(एफ.ए.आई.यू.), लुधियाना
196	कार्यालय आयकर संयुक्त निदेशक (बी.पी.यू.), लुधियाना
197	कार्यालय आयकर संयुक्त निदेशक (अन्वे.), जालंधर
198	कार्यालय आयकर सहा.निदेशक (अन्वे.), बठिंडा
199	कार्यालय आयकर उप निदेशक (अन्वे.), अमृतसर
200	कार्यालय आयकर अपर/संयुक्त निदेशक (अन्वे.), जम्मू
201	कार्यालय आयकर उप निदेशक (अन्वे.)-1, श्रीनगर
202	कार्यालय आयकर उप निदेशक (अन्वे.)-2, श्रीनगर
203	कार्यालय प्रधान आयकर आयुक्त (केंद्रीय), लुधियाना
204	कार्यालय आयकर अपर आयुक्त, केंद्रीय रेंज, लुधियाना
205	कार्यालय आयकर उप आयुक्त (केंद्रीय) सर्कल, पटियाला
206	कार्यालय आयकर अपर आयुक्त (केंद्रीय) रेंज, जालंधर
207	कार्यालय आयकर सहायक आयुक्त (केंद्रीय) सर्कल, अमृतसर
208	कार्यालय आयकर सहायक आयुक्त (केंद्रीय), सर्कल, जम्मू
209	कार्यालय आयकर सहायक आयुक्त (केंद्रीय) सर्कल, श्रीनगर
210	कार्यालय प्रधान आयकर आयुक्त, (कें) गुरुग्राम
211	कार्यालय आयकर संयुक्त आयुक्त, (कें) रेंज गुरुग्राम
212	कार्यालय आयकर सहायक आयुक्त (केंद्रीय) सर्कल-1 फरीदाबाद

213	कार्यालय आयकर सहायक आयुक्त (केंद्रीय) सर्कल-2 फरीदाबाद
214	कार्यालय आयकर अपर आयुक्त, (केंद्रीय) रेंज. चंडीगढ़
215	कार्यालय आयकर उप आयुक्त (केंद्रीय) सर्कल, करनाल
216	कार्यालय आयकर सहा. आयुक्त (केंद्रीय) सर्कल, शिमला
217	कार्यालय आयकर आयुक्त (अपील-3), गुरूग्राम
218	कार्यालय आयकर आयुक्त (अपील-5), लुधियाना

[फा. सं. ई-30018/1/2024- डीडीओएल]

प्रीति सेलारे, उप निदेशक (रा.भा.)

MINISTRY OF FINANCE

(Department of Revenue)

(CENTRAL BOARD OF DIRECT TAXES)

New Delhi, the 8th August, 2025

S.O. 1457.—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976, the Central Government, hereby notifies, the following offices under Central Borad Direct Taxes Department of revenue where more than 80% staff have acquired the working knowledge of Hindi:

PRINCIPAL CHIEF COMMISSIONER OF INCOME TAX, CHANDIGARH

S.No.	Name of Office
1	O/o The Principal Chief Commissioner of Income Tax, Chandigarh
2	O/o The Principal Commissioner of Income Tax-1, Chandigarh
3	O/o The Jt./Addl. Commissioner of Income Tax, Chandigarh
4	O/o The Income Tax Officer, Ward-1(1), Nangal
5	O/o The Income Tax Officer & DDO, Ropar
6	O/o The Jt./Addl. Commissioner of Income Tax, Shimla Range, Shimla
7	O/o The Income Tax Office, Ward-1, Shimla (H.P.)
8	O/o The Income Tax Office, Ward, Bilaspur (H.P.)
9	O/o The Income Tax Office, Ward, Palampur (H.P.)
10	O/o The Income Tax Office, Ward, Mandi (H.P.)
11	O/o The Income Tax Office, Ward, Parwanoo (H.P.)
12	O/o The Income Tax Office, Ward, Dharamshala (H.P.)
13	O/o The Income Tax Office, Ward, Rampur (H.P.)
14	O/o The Income Tax Office, Ward, Hamirpur (H.P.)
15	O/o The Income Tax Office, Ward, Dalhousie (H.P.)
16	O/o The Income Tax Office, Ward, Kullu (H.P.)
17	O/o The Income Tax Office, Ward, Nurpur (H.P.)
18	O/o The Income Tax Office, Una (H.P.)
19	O/o The Commissioner of Income Tax(Admn. & TPS), Chandigarh
20	O/o The Commissioner of Income Tax(ITAT), Chandigarh

21	O/o The Commissioner of Income Tax (Audit), Chandigarh
22	O/o The Joint Commissioner of Income Tax (Audit), Chandigarh
23	O/o The Commissioner of Income Tax(TDS)-1, Chandigarh
24	O/o The Addl. Commissioner of Income Tax(TDS) Range, Chandigarh
25	O/o The Addl. Commissioner of Income Tax(TDS) Range, Ludhiana
26	O/o The Commissioner of Income Tax(TDS)-2, Chandigarh
27	O/o The Addl. Commissioner of Income Tax(TDS) Range Panchkula
28	O/o The Addl. Commissioner of Income Tax (TDS) Range, Gurugram
29	O/o The Commissioner of Income Tax(Exemption) Chandigarh
30	O/o The Joint/Addl. Commissioner of Income Tax(Exemption) Range-1, Chandigarh
31	O/o The Joint/Addl. Commissioner of Income Tax(Exemption) Range-2, Chandigarh
32	O/o The Director of Income Tax(I&CI), Chandigarh
33	O/o The Addl. Director of Income Tax(I&CI), Chandigarh
34	O/o The Chief Commissioner of Income Tax, Panchkula
35	O/o The Pr. Commissioner of Income Tax, Panchkula
36	O/o The Addl./Joint Commissioner of Income Tax, Range Panchkula
37	O/o The Pr. Commissioner of Income Tax, Rohtak
38	O/o The Addl./Joint Commissioner of Income Tax, Range Rohtak
39	O/o The Addl./Joint Commissioner of Income Tax, Range-1, Karnal
40	O/o The Income Tax Officer, Ward-1, Kaithal
41	O/o The Addl./Joint Commissioner of Income Tax, Range Hisar
42	O/o The Income Tax Officer, Ward-1, Fatehabad
43	O/o The Income Tax Officer, Ward-1, Charkhidadri
44	O/o The Income Tax Officer, Ward-1, Jind
45	O/o The Pr. Commissioner of Income Tax, Faridabad
46	O/o The Addl./Joint Commissioner of Income Tax, Range-1 Faridabad
47	O/o The Addl./Joint Commissioner of Income Tax, Range-1, Gurugram
48	O/o The Addl./Joint Commissioner of Income Tax, Range-3, Gurugram
49	O/o The Income Tax Officer, Ward-1, Narnaul
50	O/o The Chief Commissioner of Income Tax Office, Ludhiana
51	O/o The Pr. Commissioner of Income Tax(V.U)-1 Office, Ludhiana
52	O/o The Addl. Commissioner of Income Tax(V.U)-1(1), Ludhiana
53	O/o The Income Tax Officer(V.U.)-1.1.3, Anantnag
54	O/o The Addl. Commissioner of Income Tax(V.U)-1(2), Sirhind
55	O/o The Addl. Commissioner of Income Tax(V.U)-1(3), Chandigarh
56	O/o The Income Tax Officer(V.U.)-1.3.5, SunderNagar
57	O/o The Income Tax Officer(V.U.)-1.3.6, Baddi
58	O/o The Principal Commissioner of Income Tax(AU)-1, Ludhiana
59	O/o The Joint Commissioner of Income Tax(AU)-1(1),Ludhiana
60	O/o The Addl. Commissioner of Income Tax(A.U)-1(2), Ludhiana

61	O/o The Joint Commissioner of Income Tax(AU)-1(3), Ludhiana
62	O/o The Joint Commissioner of Income Tax(AU)-1(4), Ludhiana
63	O/o The Principal Commissioner of Income Tax(AU)-1, Jalandhar
64	O/o The Joint Commissioner of Income Tax(AU)-1(1), Jalandhar
65	O/o The Joint Commissioner of Income Tax(AU)-1(2),Jalandhar
66	O/o The Joint Commissioner of Income Tax(AU)-1(3), Jalandhar at Phagwara,
67	O/o The Joint Commissioner of Income Tax(AU)-1(4), Jalandhar at Hoshiarpur,
68	O/o The Pr. Commissioner of Income Tax(A.U)-1, Amritsar
69	O/o The Addl. Commissioner of Income Tax(A.U)-1(1), Amritsar
70	O/o The Addl. Commissioner of Income Tax(A.U)-1(2), Amritsar
71	O/o The Addl. Commissioner of Income Tax(A.U)-1(3), Amritsar
72	O/o The Addl. Commissioner of Income Tax(A.U)-1(4), Amritsar
73	O/o The Pr. Commissioner of Income Tax(A.U)-1, Bathinda
74	O/o The Addl. Commissioner of Income Tax(A.U)-1(1), Bathinda,
75	O/o The Addl. Commissioner of Income Tax(A.U)-1(2) Bathinda at Firozpur
76	O/o The Income Tax Officer(A.U.)-1.2.3, Jeera
77	O/o The Addl. Commissioner of Income Tax(A.U)-1(3), Bathinda at Moga,
78	O/o The Income Tax Officer(A.U.)-1.3.4, Jagraon
79	O/o The Income Tax Officer(A.U.)-1.3.5, Malerkotla
80	O/o The Income Tax Officer(A.U.)-1.3.6, Kapurthala
81	O/o The Joint Commissioner of Income Tax(A.U)-1(4), Bhatinda at Sangrur,
82	O/o The Income Tax Officer(A.U.)-1.4.2, Barnala
83	O/o The Principal Commissioner of Income Tax(A.U.)-1, Jammu
84	O/o The Addl. Commissioner of Income Tax(A.U.)-1(1), Jammu,
85	O/o The Addl. Commissioner of Income Tax(A.U.)-1(2), Jammu at Pathankot,
86	O/o The Addl. Commissioner of Income Tax(A.U.)-1(3), Jammu at Ludhiana,
87	O/o The Addl. Commissioner of Income Tax(A.U.)-1(4), Jammu at Khanna
88	O/o The Income Tax Officer(A.U.)-1(2)(4), Jammu at Rajouri,
89	O/o The Income Tax Officer(A.U.)-1(2)(5), Jammu at Samba,
90	O/o The Income Tax Officer(A.U.)-1(2)(6), Jammu at Baramulla,
91	O/o The Commissioner of Income Tax(Appeals) Unit-1, Ludhiana
92	O/o The Commissioner of Income Tax(Appeals) Unit-2,Ludhiana
93	O/o The Commissioner of Income Tax(Appeals) Unit-3, Ludhiana
94	O/o The Commissioner of Income Tax(Appeals) Unit-4, Ludhiana
95	O/o The Commissioner of Income Tax(Appeals) Unit-1, Hissar
96	O/o The Commissioner of Income Tax(Appeals) Unit-1,Bathinda
97	O/o The Commissioner of Income Tax(Appeals) Unit-1, Karnal
98	O/o The Commissioner of Income Tax(Appeals) Unit-1, Rohtak
99	O/o The Commissioner of Income Tax(Appeals) Unit-1, Faridabad
100	O/o The Commissioner of Income Tax(Appeals) Unit-1, Panchkula

101	O/o The Commissioner of Income Tax(Appeals) Unit-1, Amritsar
102	O/o The Commissioner of Income Tax(Appeals) Unit-2, Amritsar
103	O/o The Commissioner of Income Tax(Appeals)Unit-1, Gurugram
104	O/o The Commissioner of Income Tax(Appeals)Unit-2, Gurugram
105	O/o The Chief Commissioner of Income tax, Shimla
106	O/o The Pr. Commissioner of Income-tax(AU)-1, Hisar
107	O/o The Addl./Joint Commissioner of Income-tax(AU)-1(1), Hisar at Bhiwani
108	O/o The Addl./Joint Commissioner of Income-tax(AU)-1(2), Hisar at Sirsa
109	O/o The Addl./Joint Commissioner of Income-tax(AU)-1(3), Hisar at Rewari
110	O/o The Addl./Joint Commissioner of Income-tax(AU)-1(4), Hisar at Gurugram
111	O/o The Commissioner of Income tax(Appeals) (Unit)-1, Jalandhar
112	O/o The Commissioner of Income tax(Appeals) (Unit)-2, Jalandhar
113	O/o The Commissioner of Income tax(Appeals) (Unit)-1, Patiala
114	O/o The Commissioner of Income tax(Appeals) (Unit)-1, Chandigarh
115	O/o The Commissioner of Income tax(Appeals) (Unit)-2, Chandigarh
116	O/o The Commissioner of Income tax(Appeals) (Unit)-1, Shimla at Solan
117	O/o The Commissioner of Income tax(Appeals) (Unit)-1, Palampur
118	O/o The Commissioner of Income tax(Appeals) (Unit)-1, Jammu
119	O/o The Commissioner of Income tax(Appeals) (Unit)-1, Srinagar
120	O/o The Pr. Commissioner of Income Tax(RU)-1, Chandigarh
121	O/o The Addl./Joint Commissioner Income Tax (RU)-1(1), Chandigarh
122	O/o The Addl./Joint Commissioner Income Tax (RU)-1(2), Chandigarh
123	O/o The Addl./Joint Commissioner Income Tax (RU)-1(3), Chandigarh
124	O/o The Pr. Commissioner of Income-tax(AU)-1, Karnal
125	O/o The Addl./Joint Commissioner of Income-tax(AU)-1(1), karnal at Sonepat
126	O/o The Addl./Joint Commissioner of Income-tax(AU)-1(2), Karnal at Kurukshetra
127	O/o The Addl./Joint Commissioner of Income-tax(AU)-1(3), Karnal at Yamuna Nagar
128	O/o The Addl./Joint Commissioner of Income-tax(AU)-1(4), Karnal at Faridabad
129	O/o The Pr. Commissioner of Income-tax(AU)-1, Shimla
130	O/o The Addl./Joint Commissioner of Income-tax(AU)-1(1), Shimla
131	O/o The Addl./Joint Commissioner of Income-tax(AU)-1(2), Shimla at Mandi
132	O/o The Addl./Joint Commissioner of Income-tax(AU)-1(3), Shimla at Palampur
133	O/o The Addl./Joint Commissioner of Income-tax(AU)-1(4), Shimla at Mohali
134	O/o The Principal Commissioner of Income Tax, VU-1, Gurugram
135	O/o The Addl Commissioner of Income Tax, VU-1(1), Gurugram
136	O/o The Addl Commissioner of Income Tax, VU-1(2), Gurugram at Panipat
137	O/o The Joint Commissioner of Income Tax, VU-1(3), Gurugram at Ambala
138	O/o The Chief Commissioner of Income Tax, Amritsar
139	O/o The Principal Commissioner of Income Tax-1, Amritsar
140	O/o The Joint Commissioner of Income Tax-1, Amritsar

141	O/o The Income Tax Office Ward-1, Batala
142	O/o The Income Tax Office Ward, Gurdaspur
143	O/o The Income Tax Office, Ward-1, Tarantaran
144	O/o The Joint Commissioner of Income Tax, Range-1, Bathinda
145	O/o The Income Tax Office, Ward-1, Faridkot
146	O/o The Income Tax Office, Ward-1(4), Mansa
147	O/o The Income Tax Office, Ward-2(3), Abohar
148	O/o The Income Tax Office, Ward-2(2), Muktsar
149	O/o The Principal Commissioner of Income Tax-1, Jalandhar
150	O/o The Joint Commissioner of Income Tax, Range-1, Jalandhar
151	O/o The Joint Commissioner of Income Tax, Range-4, Jalandhar
152	O/o The Income Tax Officer, Hoshiarpur
153	O/o The Income Tax Officer, Dashua
154	O/o The Income Tax Officer, Nawashahar
155	O/o The Income Tax Officer, Fagwada
156	O/o The Income Tax Officer, Kapurthala
157	O/o The Income Tax Officer, Nakodar
158	O/o The Principal Commissioner of Income Tax-1, Ludhiana
159	O/o The Addl. Commissioner of Income Tax, Range-1, Ludhiana
160	O/o The Income Tax Office, Ward-1, Moga
161	O/o The Income Tax Office, Jagrao
162	O/o The Income Tax Office, Ward-3, khanna
163	O/o The Income Tax Office, Ward-1, Malerkotla
164	O/o The Income Tax Office, Ward-1, Khanna
165	O/o The Joint Commissioner of Income Tax, Range-4, Ludhiana
166	O/o The Principal Commissioner of Income Tax, Patiala
167	O/o The Addl. Commissioner of Income Tax, Range, Patiala
168	O/o The Income Tax Office, Ward-1 & 2 Mandi Gobindgarh
169	O/o The Income Tax Office Ward-1, Sangrur
170	O/o The Income Tax Office, Ward – Sunam
171	O/o The Income Tax Office, Ward – Nabha
172	O/o The Income Tax Office, Ward – Barnala
173	O/o The Income Tax Office, Ward - Rajpura
174	O/o The Principal Commissioner of Income Tax, Srinagar
175	O/o The Addl. Commissioner of Income Tax, Range-1, Jammu
176	O/o The Income Tax Office, Ward-1(4), Kathua
177	O/o The Income Tax Office, Ward-2(5), Katra
178	O/o The Joint Commissioner of Income Tax, Range Srinagar
179	O/o The Income Tax Office, Ward Udhampur
180	O/o The Director General of Income Tax (Inv.),Chandigarh

181	O/o The Principal Director of Income Tax (Inv.),Chandigarh
182	O/o The Additional Director of Income Tax (Inv.),Chandigarh
183	O/o The Additional Commissioner of Income Tax (B.P.U.), Chandigarh
184	O/o The Additional Director of Income Tax (Inv.), Fridabad
185	O/o The Deputy Director of Income Tax (Inv.), Panipat
186	O/o The Deputy Director of Income Tax (Inv.), Ambala
187	O/o The Joint/Addl. Director of Income Tax (Inv.), Gurugram
188	O/o The Deputy Director of Income Tax (Inv.), Rohtak
189	O/o The Deputy Director of Income Tax (Inv.), Parwanoo
190	O/o The Deputy Director of Income Tax (Inv.), Shimla
191	O/o The Principal Director of Income Tax (Inv.), Ludhiana
192	O/o The Joint/Addl. Director of Income Tax (Inv.), Ludhiana
193	O/o The Deputy Director of Income Tax (Inv.), Mohali
194	O/o The Deputy Director of Income Tax (Inv.), Patiala
195	O/o The Joint Director of Income Tax (Inv.) (FAIU), Ludhiana
196	O/o The Joint Director of Income Tax (BPU), Ludhiana
197	O/o The Joint Director of Income Tax (Inv.), Jalandhar
198	O/o The Assistant Director of Income Tax (Inv.), Bathinda
199	O/o The Deputy Director of Income Tax (Inv.), Amritsar
200	O/o The Additional/Joint Director of Income Tax (Inv.),Jammu
201	O/o The Deputy Director of Income Tax (Inv.)-1, Srinagar
202	O/o The Deputy Director of Income Tax (Inv.)-2, Srinagar
203	O/o The Principal Commissioner of Income Tax (Central.), Ludhiana
204	O/o The Additional Commissioner of Income Tax (Central.) Range, Ludhiana
205	O/o The Deputy Commissioner of Income Tax (Central Circle.)-, Patiala
206	O/o The Additional Commissioner of Income Tax (Central.) Range, Jalandhar
207	O/o The Assistant Commissioner of Income Tax (Central Circle.), Amritsar
208	O/o The Assistant Commissioner of Income Tax (Central Circle.), Jammu
209	O/o The Assistant Commissioner of Income Tax (Central Circle.), Srinagar
210	O/o The Principal Commissioner of Income Tax (Central.), Gurugram
211	O/o The Joint Commissioner of Income Tax (Central), Range Gurugram
212	O/o The Assistant Commissioner of Income Tax (Central Circle.)-1, Faridabad
213	O/o The Assistant Commissioner of Income Tax (Central Circle.)-2, Faridabad
214	O/o The Additional Commissioner of Income Tax (Central.) Range, Chandigarh
215	O/o The Deputy Commissioner of Income Tax (Central Circle.), Karnal
216	O/o The Assistant Commissioner of Income Tax (Central Circle.)- Shimla,
217	O/o The Commissioner of Income Tax (Appaeal-3), Gurugram
218	O/o The Commissioner of Income Tax (Appaeal-5), Ludhiana

[F. No. E-30018/1/2024-DDOL]

PREETI SELLARE, Dy. Director (OL)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 2 मई, 2025

का.आ. 1458.—केंद्रीय सरकार दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का केंद्रीय अधिनियम 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तेलंगाना राज्य सरकार की अधिसूचना सं. जी.ओ.एमएस.सं. 35, दिनांक 27.03.2025, गृह (विशेष) विभाग के माध्यम से जारी सम्मति से केंद्रीय अन्वेषण ब्यूरो, भ्रष्टाचार निरोधक शाखा, हैदराबाद को प्राप्त स्रोत सूचना के आधार पर संविदाकार मेसर्स संध्या कंस्ट्रक्शन, दक्षिण मध्य रेलवे, सिकंदराबाद के अज्ञात लोक सेवकों और अज्ञात गैर-सरकारी व्यक्तियों के विरूद्ध गैंग के सदस्यों की उपस्थिति/ तकनीकी रजिस्टर में समान नामों का उल्लेख करते हुए अभिकथित रूप से गंभीर अनियमितताएं कर 03 अलग-अलग गैंग के लिए भुगतान प्राप्त करने के संबध में कारित अपराध, अन्य संचयी अपराधों और जांच/अन्वेषण के दौरान सामने आने वाले किसी अन्य अपराध(धों) का केंद्रीय अन्वेषण ब्यूरो द्वारा अधिसूचित धाराओं और भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का केन्द्रीय अधिनियम 49), (2018 में यथासंशोधित) की धाराओं के अन्तर्गत जांच/अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापन के सभी सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त तेलंगाना राज्य में करती है।

[फा. सं. 228/28/2025-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 2nd May, 2025

S.O. 1458.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Central Act 25 of 1946), the Central Government with the consent of the State Government of Telangana, issued vide Notification No. G.O.Ms.No.35 dated 27.03.2025, Home (Special) Department, hereby extends the powers and jurisdiction to all the members of the Delhi Special Police Establishment in the whole of the State of Telangana for conducting Enquiry/Investigation alleging commission of serious gross irregularities in the matter of claiming payments against 03 different gangs, mentioning common names in the attendance/ technical register of the gang members on a source information received by CBI, ACB, Hyderabad, against Contractor M/s. Sandhya Constructions, unknown public servants of South Central Railway, Secunderabad& unknown private persons under sections notified for investigation by CBI and sections of the Prevention of Corruption Act, 1988(Central Act No.49 of 1988), (as amended in 2018), other cumulative offences and any other offence(s) that may come to light during Enquiry/Investigation.

[F. No. 228/28/2025-AVD-II]

SATYAM SRIVASTAVA, Under Secy.

नई दिल्ली, 30 जुलाई, 2025

का.आ. 1459.—केंद्रीय सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्तशक्तियों का प्रयोग करते हुए पुलिस अधीक्षक एवं शाखा प्रमुख, केन्द्रीय अन्वेषण ब्यूरो, भ्रष्टाचारनिरोधक शाखा, धनबाद के दिनांक 06.06.2025 के पत्र संख्या–275/सीओ-06/2025 द्वारा किए गए अनुरोध पर अधिसूचना ज्ञापन सं.-10/सी.बी.आई.-418/2025-3605/रांची, दिनांक 18.06.2025, गृह, कारागार एवं आपदा प्रबंधन विभाग के माध्यम से जारी झारखंड राज्य सरकार की सम्मति से श्री अभिषेक कमल उर्फ अविशेक कमल, निदेशक, आर.एस.ई.टी.आई, बैंक ऑफ इंडिया, कल्याणडीह, गिरिडीह, झारखंड (बैंक ऑफ इंडिया के

स्केल-III अधिकारी) के विरुद्ध भ्रष्टाचार निवारण अधिनियम, 1988 (वर्ष 2018 में यथा संशोधित) की धारा 7 धाराके अंतर्गत दंडनीय अपराधों के लिए दिनांक 20.06.2025 को पंजीकृत मामला आरसी 07(A)/2025-डी तथा ऐसे एकया उससे अधिक अपराधों से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा और षड्यंत्र एवं/अथवा उसी संव्यवहार में किएगएयाउन्हीतथ्यों से उत्पन्न किन्हीं अन्य अपराध(धों) सहित इस मामले के अन्वेषण के दौरान प्रकाश में आने वाले किसी अन्य अपराध का पंजीकरण एवं अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार (दिनांक 20.06.2025 से कार्योत्तर प्रभाव से) समस्त झारखंड राज्य में करती है।

[फा. सं. 228/50/2025-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

New Delhi, the 30th July, 2025

S.O. 1459.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the State Government of Jharkhand, issued vide Notification Memo No.-10/C.B.I.-418/2025-3605/Ranchi, dated 18.06.2025, Home, Prisons and Disaster Management Department upon request made via letter number 275/CO-06/2025, dated 06.06.2025 of S.P. &Head of Branch, CBI, ACB, Dhanbad, hereby extends the powers and jurisdiction to the members of Delhi Special Police Establishment in the whole state of Jharkhand (ex post factow.e.f.20.06.2025) for registration and investigation in RC07(A)/2025-D registered on 20.06.2025against Shri Abhishek Kamal @ Avishek Kamal, Director, R.S.E.T.I, Bank of India, Kalyandih, Giridih, Jharkhand, (Scale-III Officer of Bank of India) for the offences punishable under section 7of the Prevention of Corruption Act, 1988 (as amended in 2018) and any other offence that may come to light during investigation of this case, including any attempt, abetment and conspiracy in relation to or in connection with one or more such offences and/or any other offence(s) committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/50/2025-AVD-II]

SATYAM SRIVASTAVA, Under Secy.

नई दिल्ली, 30 जुलाई, 2025

का.आ. 1460.—केंद्रीय सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए पुलिस अधीक्षक एवं शाखा प्रमुख, केन्द्रीय अन्वेषण ब्यूरो, भ्रष्टाचार निरोधक शाखा, धनबाद के दिनांक 05.06.2025 के पत्र संख्या 273/सीओ-05/2025 द्वारा किए गए अनुरोध पर अधिसूचना ज्ञापनसं.-10/सी.बी.आई.-417/2025-3604/रांची, दिनांक 18.06.2025, गृह, कारागार एवं आपदा प्रबंधन विभाग के माध्यम से जारी झारखंड राज्य सरकार की सम्मति से श्री धीरज निषाद, लिपिक, बस्ताकोला कोलियरी, एरिया-IX, बीसीसीएल, धनबाद के विरुद्ध भ्रष्टाचार निवारण अधिनियम, 1988 (2018 मेंयथासंशोधित) की धारा 7 के अंतर्गत दंडनीय अपराधों के लिए दिनांक 18.06.2025 को पंजीकृत आरसी 06(ए)/2025-डी तथा ऐसे एक या उससे अधिक अपराधों से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा और षड्यंत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध(धों) सहित इस मामले के अन्वेषण के दौरान सामने आनेवाले किसी अन्य अपराध का पंजीकरण एवं अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार (दिनांक 18.06.2025 से कार्योत्तर प्रभाव से) समस्त झारखंड राज्य में करती है।

[फा. सं. 228/51/2025-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

New Delhi, the 30th July, 2025

S.O. 1460.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the State Government of Jharkhand, issued vide NotificationMemo No.-10/C.B.I.-417/2025-3604/Ranchi, dated 18.06.2025,

Home, Prisons and Disaster Management Departmentupon request made via letter number 273/CO-05/2025, dated 05.06.2025 ofS.P. &Head of Branch, CBI, ACB, Dhanbad, hereby extends the powers and jurisdiction to the members of Delhi Special Police Establishment in the whole state of Jharkhand (ex post facto w.e.f. 18.06.2025) for registration and investigation in RC06(A)/2025-D registered on 18.06.2025against ShriDheeraj Nishad, Clerk, Bastacolla Colliery, Area-IX, BCCL, Dhanbad for the offences punishable under section 7of the Prevention of Corruption Act, 1988 (as amended in 2018) and any other offence that may come to light during investigation of this case, including any attempt, abetment and conspiracy in relation to or in connection with one or more such offences and/or any other offence(s) committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/51/2025-AVD-II]

SATYAM SRIVASTAVA, Under Secy.

नई दिल्ली, 1 अगस्त, 2025

का.आ. 1461.—केंद्रीय सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का केन्द्रीय अधिनियम 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए अधिसूचना सं. जी.ओ.(2डी.) सं. 82 दिनांक 20.03.2025, गृह (नागरिकता) विभागएवं संशोधित अधिसूचना संख्या. जी.ओ.(2डी).सं. 177, दिनांक 23.06.2025 गृह (नागरिकता) विभाग के माध्यम से जारी तमिलनाडु राज्य सरकार की सम्मति से मेसर्स परमेश्वर मंगलम स्टील्स (प्राइवेट) लिमिटेडतथा इसके निदेशकों नामतः श्री पी. एस. कृष्णमूर्ति (प्रबंध निदेशक), श्रीमती पी. के. वदिवम्बल (निदेशक), श्री पी. के. श्रीनिवासन (निदेशक), श्रीमती पी. एस. सिंधुजा (निदेशक) के विरुध्द भारतीय दंड संहिता, 1860 (1860 का केन्द्रीय अधिनियम 45) की धारा 120-बी सपठित धारा 420, 467, 468 और 471 के अंतर्गत एक मामलें का पंजीकृत करने हेतु दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त तमिलनाडु राज्य में करती है।

[फा. सं. 228/18/2025-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

New Delhi, the 1st August, 2025

S.O. 1461.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Central Act 25 of 1946), the Central Government with the consent of the State Government of Tamil Nadu, issuedvide Notification No. G.O.(2D).No.82, dated 20.03.2025 Home (Citizenship) Department and Amendment Notification No. G.O.(2D).No.177, dated 23.06.2025 Home (Citizenship) Department, hereby extends the powers and jurisdiction of members of the Delhi Special Police Establishment in the whole of the State of Tamil Nadu to register a case against Messrs. Parameswara Mangalam Steels (Pvt) Ltd. and its Directors, namely, Shri P. S. Krishnamurthy (Managing Director), Smt. P. K. Vadivambal (Director), Shri P. K. Srinivasan (Director), Smt. P. S. Sindhuja (Director) under section 120-B read with sections 420, 467, 468 and 471 of the India Penal Code, 1860 (Central Act 45 of 1860).

[F. No. 228/18/2025-AVD-II]

SATYAM SRIVASTAVA, Under Secy.

नई दिल्ली, 1 अगस्त, 2025

का.आ. 1462.—केंद्रीय सरकार दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का केन्द्रीय अधिनियम 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए अधिसूचना सं. जी.ओ.(2डी.) सं. 101, दिनांक 08.04.2025, गृह (नागरिकता) विभाग और संशोधित अधिसूचना सं. जी.ओ.(2डी) सं.170 दिनांक 13.06.2025, गृह (नागरिकता) विभाग के माध्यम से जारीतमिलनाडु राज्य सरकार की सम्मति से श्री जी.मीनाक्षी नाथ पिल्लई, लेखा इकाई अधिकारी, दक्षिण अंचलसंस्कृति केंद्र, तंजावुर और उनके संबंधी टीवीएल.

तायम्माल, जी.शक्तिवेल, डी.सुबा, के.सुबासिनी पिल्लई और जी.सुब्रमण्यम पिल्लई के विरूद्ध भारतीय न्याय संहिता, 2023 (2023 का केंद्रीय अधिनियम 45) की धारा 61(2) सपठित धाराएं316(5), 318(4) और 336(3) और भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का केंद्रीय अधिनियम 49) (वर्ष 2018 में यथासंशोधित) की धारा 13(2) सपठित धारा 13(1)(ए) के अंतर्गत नियमित मामला दर्ज करने के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त तमिलनाडु राज्य में करती है।

[फा. सं. 228/32/2025-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

New Delhi, the 1st August, 2025

S.O. 1462.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Central Act 25 of 1946), the Central Government with the consent of the State Government of Tamil Nadu, issued vide Notification No. G.O.(2D) No.101 dated 08.04.2025, Home (Citizenship) Department and Amendment Notification No. G.O.(2D) No.170 dated 13.06.2025, Home (Citizenship) Department, hereby extends the powers and jurisdiction of members of the Delhi Special Police Establishment in the whole of the State of Tamil Nadu to register a regular case against Shri G.Meenakshi Natha Pillai, Accounts Unit Officer, South Zone Culture Centre, Thanjavur and his relatives Tvl. Thayammal, G.Sakthivel, D.Suba, K.Subasini Pillai and G.Subramania Pillai under section 61(2) read with sections 316(5), 318(4) and 336(3) of the Bharatiya Nyaya Sanhita, 2023 (Central Act 45 of 2023) and section 13(2) read with section 13(1)(a) of the Prevention of Corruption Act, 1988 (Central Act 49 of 1988) (as amended in 2018).

[F. No. 228/32/2025-AVD-II]

SATYAM SRIVASTAVA, Under Secy.

नई दिल्ली, 7 अगस्त, 2025

का.आ. 1463.—केंद्रीय सरकार दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का केंद्रीय अधिनियम 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए अधिसूचनासं. जी.ओ.(2डी).सं.87, दिनांक 24.03.2025 गृह (नागरिकता) विभाग तथा संशोधित अधिसूचना सं. जी.ओ.(2डी).सं.197, दिनांक 07.07.2025 गृह (नागरिकता) विभाग के माध्यम से जारी तमिलनाडु राज्य सरकार की सम्मति से विभिन्न आयातकों से 5.49 कारोड़ रूपए का अनुचित लाभ की मांग करने और स्वीकार करने तथा इसके साथ-साथ जालसाजी कर 27 आयातकों से संबंधित 36 ईपीसीजी लाईसेंसों को बंद कर 35.54 करोड़ रुपये (लगभग) के राजस्व की हानि पहुँचाने के लिए भारतीय दंड संहिता, 1860 (1860 का केंद्रीय अधिनियम 45) की धारा 120बी सपठित धाराएँ 420, 406, 468, 419 और 471 तथा भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का केंद्रीय अधिनियम 49) (2018 में यथा संशोधित) की धाराएँ 7, 8, 9, 10 के अंतर्गत कारित अपराधोंके लिए निम्नलिखित के विरुद्ध जाँच/अन्वेषण का संचालन करने के लिएदिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त तमिलनाडु राज्य में करती है:-

1. श्री संदीप कुमार चोरसिया, मूल्यांकनकर्ता (निलंबन के अधीन), आयात आयुक्तालय, चेन्नई सीमा शुल्क क्षेत्र, चेन्नई।

2. श्री सुभाष, डाटा एंट्री ऑपरेटर (संविदा आधार पर), चेन्नई सीमा शुल्क क्षेत्र, चेन्नई।

3. मैसर्स एयरफ्लो इक्विपमेंट्स इंडिया प्राइवेट लिमिटेड (इसके निदेशक श्री दक्षिणामूर्ति मणिकंडन द्वारा प्रतिनिधित्व) नंबर 9, चेल्लियाम्मन कोइल स्ट्रीट, कीलकट्टलाई , चेन्नई , कांचीपुरम, तमिलनाडु -600 117

4. मैसर्स सूर्या इक्विपमेंट्स, आई ई कोड- 3205002172, एसएफ नंबर 14, अतिपालयम रोड, चिन्नावेदमपट्टी, गणपति पोस्ट, कोयंबटूर, तमिलनाडु 641 049 और इसके अज्ञात प्रतिनिधि।

5. मैसर्स पीपीएम प्रिसीजन इंजीनियरिंग, आईई कोड-0405027753, (श्री एस.पार्थीबन द्वारा प्रतिनिधित्व), प्लॉट नंबर 4, पोन्नियम्मन नगर, अयानंबक्कम, चेन्नई, तिरुवल्लुर, तमिलनाडु 600 095

6. मैसर्स सरवना ग्लोबल एनर्जी लिमिटेड, आईई कोड-0403012228, (श्री अजीत पी चल्लानी द्वारा प्रतिनिधित्व), नंबर 15, न्यू गिरी रोड, टी. नगर, चेन्नई, तमिलनाडु 600 017

7. मैसर्स श्री कार्तिकेय मॉडर्न राइस मिल, आई ई कोड-3210006474, 3, कुड्डाल्लूर मेन रोड, तुलाकनुर, कल्लानाथम पोस्ट, आटूर तालुक, सेलम जिला, तमिलनाडु 636 141 और इसके अज्ञात प्रतिनिधि

8. मैसर्स अपेरेल किंगडम प्राइवेट लिमिटेड, आई ई कोड-0412009013, 117, चेट्टीचावडी रोड, गोरीमेडु, सेलम, तमिलनाडु 636 008 और इसके अज्ञात प्रतिनिधि

9. मैसर्स फ़र्नहिल मल्टीपल इंडस्ट्रीज प्रा. लिमिटेड, आई ई कोड-0412015218, (श्री सुकुमार सेल्वामणि द्वारा प्रतिनिधित्व), 4/231-ए, 6वीं स्ट्रीट, एमजीआर सालई, पालवक्कम, चेन्नई, तमिलनाडु 600 041

10. मैसर्स यासीन होटल्स प्राइवेट लिमिटेड, आई ई कोड-3502002215, नंबर 4, रॉयल कोर्ट, वेस्ट वेली स्ट्रीट, मदुरै, तमिलनाडु - 625 001 और इसके अज्ञात प्रतिनिधि।

11. मैसर्स वेट्रिवेल मिल्स, आई ई कोड-3214013891, 10-ए/2 पहली मंजिल, पोनमुथु नगर, तीसरी स्ट्रीट, नल्लूर, कंगायम रोड, तिरुपुर, तमिलनाडु 641 606 और इसके अज्ञात प्रतिनिधि।

12. मैसर्स आर ए टेक्सटाइल्स प्रोसेस प्राइवेट लिमिटेड, आई ई कोड-329802469443, मेट्टुपालयम एक्सटेंशन, पी.एन रोड, तिरुपुर, तमिलनाडु 641 602 और इसके अज्ञात प्रतिनिधि।

13. मैसर्स जी एन स्वामी एम्ब्रॉयडरी, आई ई कोड-0405022964, 3/4, वेदाचलम स्ट्रीट, नारायणन नगर, ओरागदम, अंबाटूर, चेन्नई, तमिलनाडु 600 053 और इसके अज्ञात प्रतिनिधि।

14. मैसर्स एक्सॉन टेक्नॉलोजिस, आई ई कोड-0407018026 एस.नं. 75/1ए1, बाईपास रोड, सेन्नेरकुप्पम, चेन्नई, तमिलनाडु - 600 056 और इसके अज्ञात प्रतिनिधि।

15. मैसर्स येती रेफ्रिजरेशन, आई ई कोड-7606004418, पोनमल्ली हाई रोड, सिंधी कॉलेज वेल्लप्पनचावडी, चेन्नई, तमिलनाडु 600 077 और इसके अज्ञात प्रतिनिधि।

16. मैसर्स मारुति प्रिंटर, आई ई कोड-3208013990, 4, अरुमुगम, लेआउट, अन्ना नगर, पीलामेडु, कोयंबटूर, तमिलनाडु - 641004 और इसके अज्ञात प्रतिनिधि।

17. मैसर्स रीजेंट डिफेंस एंड इंजी. (श्री एल. सेकर द्वारा प्रतिनिधित्व), 726, के. साथनूर रोड, तिरुचिरापल्ली, तमिलनाडु 620 021 और इसके अज्ञात प्रतिनिधि।

18. मैसर्स पीएसएम राइस इंडस्ट्री, आई ई कोड-0904002276, एस एन 278/1/ए आई, साउथराजुपालेम रोड, अल्लीपुरम, नेल्लोर, एसपीएसआर नेल्लोर आंध्र प्रदेश 524 002 और इसके अज्ञात प्रतिनिधि।

19. मैसर्स श्री सत्य साईं रॉ एंड बॉइल्ड राइस मिल, आई ई कोड- 0904003124, 277-1, साउथराजुपालम रोड, अल्लीपुरम, नेल्लोर, एसपीएसआर नेल्लोर, आंध्र प्रदेश 524 002 और इसके अज्ञात प्रतिनिधि।

20. मैसर्स श्री लक्ष्मी विग्नेश्वरा राइस इंडस्ट्रीज, आई ई कोड-0904003574, सर्वे नं.258, पेड्डाचेरुकुरु गांव, नेल्लोर ग्रामीण मंडल, नेल्लोर, एसपीएसआर नेल्लोर, आंध्र प्रदेश 524 002 और इसके अज्ञात प्रतिनिधि।

21. मैसर्स प्रेमा साई रॉ एंड बॉइल्ड राइस मिल, आई ई कोड-0907012655, सर्वे नं.243, पेड्डा चेरुकुरु गांव, नेल्लोर ग्रामीण मंडल, नेल्लोर, एसपीएसआर नेल्लोर, आंध्र प्रदेश-524 002 और इसके अज्ञात प्रतिनिधि।

22. मैसर्स रेप्को माइन्स एंड मिनरल्स प्राइवेट लिमिटेड, आई ई कोड-0912014725, पुराना नंबर 25-1,251/505, नया नंबर 25-1-608, तीसरा तल, स्वेता टावर्स, ए.के. नगर, दरगामिट्टा, नेल्लोर जिला, एसपीएसआर नेल्लोर, आंध्र प्रदेश 524 004 और इसके अज्ञात प्रतिनिधि।

23. मैसर्स अंबिका फूड इंडस्ट्रीज प्राइवेट लिमिटेड, आईई कोड-0909013250, प्लॉट नंबर 56 और 57, टीएसआईआईसी, ऑटो स्टैंड के समीप, कट्टेडन, आर.आर. जिला (दक्षिण), हैदराबाद, तेलंगाना -500 077 और इसके अज्ञात प्रतिनिधि।

24. मैसर्स पेंटाप्लस प्रिंटर प्राइवेट लिमिटेड, आई ई कोड-0711037400, एसवाई. नं. 1/2, डी ग्रुप लेआउट के समीप, लिंगधीरनाहल्ली गांव, बेंगलुरु ग्रामीण, कर्नाटक 560 091 और इसके अज्ञात प्रतिनिधि।

25. मैसर्स पावर टेक, आई ई कोड-706026560, नंबर 24, 5 वां मेन, अरविंद मोटर्स के पीछे, यूको बैंक के सामने, थर्ड फेज, पीन्या, बेंगलुरु 58, कर्नाटक और उसके अज्ञात प्रतिनिधि।

26. मैसर्स प्रणव इंटरनेशनल निट वेयर, आई ई कोड-0708005578, 260ए, के आई ए बी औद्योगिक क्षेत्र सोमन अकल्ली, मद्दुर, मंडगा, जिला, मद्दुर, कर्नाटक 571 428 और इसके अज्ञात प्रतिनिधि।

27. मैसर्स जय लक्ष्मी ग्रेनाइट्स, आई ई कोड-1312009438, 17-सी, फतेहपुरा, उदयपुर, राजस्थान 313 001 और इसके अज्ञात प्रतिनिधि।

28. मैसर्स वेंकटेश्वर एंटरप्राइजेज, आई ई कोड-1312001780, (श्री राजेश जजोदिया द्वारा प्रतिनिधित्व) 4, फतेहपुरा, उदयपुर, राजस्थान- 313 001 और इसके अज्ञात प्रतिनिधि।

29. मैसर्स ऋषभदेव ग्रीन मार्बल, आई ई कोड-1312015756, मंदिर मार्ग, पगलियाजी रोड, ऋषभदेव, तेहसील खेरवाड़ा, जिला उदयपुर, राजस्थान-313001 और इसके अज्ञात प्रतिनिधि।

[फा. सं. 228/53/2025-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

New Delhi, the 7th August, 2025

S.O. 1463.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Central Act 25 of 1946), the Central Government with the consent of the State Government of Tamil Nadu issued vide Notification No. G.O.(2D).No.87, Dated 24.03.2025 Home (Citizenship) Department and Amendment Notification No. G.O.(2D).No. 197, Dated 07.07.2025 Home (Citizenship) Department, hereby extends the powers and jurisdiction of members of the Delhi Special Police Establishment in the whole of the State of Tamil Nadu to conduct an enquiry/investigation against the following for the offences under section 120B read with sections 420, 406, 468, 419 and 471 of Indian Penal Code, 1860 (Central Act 45 of 1860) and sections 7, 8, 9, 10 of Prevention of Corruption Act, 1988 (Central Act 49 of 1988) (as amended in 2018) for the demand and acceptance of undue advantage of Rs. 5.49 crores from various importers and further caused a revenue loss of Rs.35.54 crores (approximately) by fraudulently closing 36 EPCG licences pertaining to 27 importers:-

1. Shri Sandeep Kumar Chorasiya, Appraiser (under suspension), Import Commissionerate, Chennai Customs Zone, Chennai.

2. Shri Subash, Data Entry Operator (on contract basis), Chennai Customs Zone, Chennai.

3. M/s. Airflow Equipments India Private Limited (represented by its Director Shri Dakshinamoorthy Manikandan) No. 9, ChelliammanKoil Street, Keelkattalai, Chennai, Kanchipuram, Tamil Nadu – 600 117.

4. M/s. Suriya Equipments, IE Code- 3205002172, SF No. 14, Athipalayam Road, Chinnavedampatti, Ganapathy Post, Coimbatore, Tamil Nadu – 641 049 and its unknown representatives.

5. M/s. PPM Precision Engineering, IE Code-0405027753, (Represented by Shri S. Parthiban), Plot No. 4, Ponniamman Nagar, Ayanambakkam, Chennai, Thiruvallur, Tamil Nadu – 600 095.

6. M/s. Saravana Global Energy Ltd, IE Code-0403012228, (Represented By Shri Ajit P Challani), No. 15, New Giri Road, T. Nagar, Chennai, Tamil Nadu – 600 017.

7. M/s. Sri Karthikeya Modern Rice Mill, IE Code-3210006474, 3, Cuddalore Main Road, Thulakanur, Kallanatham Post, Attur Taluk, Salem District, Tamil Nadu - 636 141 and its unknown representatives.

8. M/s. Apparel Kingdom Pvt Ltd, IE Code-0412009013, 117, Chettichavadi Road, Gorimedu, Salem, Tamil Nadu - 636 008 and its unknown representatives.

9. M/s. Fernhill Multiple Industries Pvt. Ltd, IE Code-0412015218, (Represented By Shri Sukumar Selvamani), 4/231-A, 6th Street, MGRSalai, Palavakkam, Chennai, Tamil Nadu - 600041.

10. M/s. Yasin Hotels Pvt. Ltd, IE Code-3502002215, No.4, Royal Court, West Veli Street, Madurai, Tamil Nadu - 625 001 and its unknown representatives.

11. M/s. Vetrivel Mills, IE Code-3214013891, 10-A/2 1st Floor, Ponmuthu Nagar, 3rd Street, Nallur, Kangayam Road, Tirupur, Tamil Nadu - 641 606 and its unknown representatives.

12. M/s. RA Textiles Process Pvt Ltd, IE Code-329802469443, Mettupalayam Extension, P.N Read, Tirupur, Tamil Nadu - 641 602 and its unknown representatives.

13. M/s. GN Swamy Embroidery, IE Code-0405022964, 3/4, Vedhachalam Street, Narayanan Nagar, Oragadam, Ambattur, Chennai, Tamil Nadu - 600 053 and its unknown representatives.

14. M/s. Axon Technologies, IE Code-0407018026 - S.No. 75/1a1, Byepass Road, Sennerkuppam, Chennai, Tamil Nadu - 600 056 and its unknown representatives.

15. M/s. Yeti Refrigeration, IE Code-7606004418, Poonamllee High Road, Sindhi College Vellappanchavadi, Chennai, Tamil Nadu - 600 077 and its unknown representatives.

16. M/s. Maruthi Printer, IE Code-3208013990, 4, Arumugam, Layout, Anna Nagar, Peelamedu, Coimbatore, Tamil Nadu - 641 004 and its unknown representatives.

17. M/s. Regent Defense&Engg. (Represented By Shri L. Sekar), 726, K. Sathanoor Road, Tiruchirappalli, Tamil Nadu - 620 021 and its unknown representatives.

18. M/s. PSM Rice Industry, IE Code-0904002276, SN 278/1/Ai, Southrajupalem Road, Allipuram, Nellore, SPSR Nellore Andhra Pradesh - 524 002 and its unknown representatives.

19. M/s. Sree Satya Sai Raw & Boiled Rice Mill, IE Code- 0904003124, 277-1, Southrajupalem Road, Allipuram, Nellore, SPSR Nellore, Andhra Pradesh - 524 002 and its unknown representatives.

20. M/s. Sri Lakshmi Vigneswara Rice Industries, IE Code-0904003574, Survey No.258, Peddacherukuru Village, Nellore Rural Mandal, Nellore, SPSR Nellore, Andhra Pradesh 524 002 and its unknown representatives.

21. M/s. Prema Sai Raw & Boiled Rice Mill, IE Code-0907012655, Survey No.243, PeddaCherukuru Village, Nellore Rural Mandal, Nellore, SPSR Nellore, Andhra Pradesh - 524 002 and its unknown representatives.

22. M/s. Repco Mines & Minerals Pvt. Ltd, IE Code-0912014725, Old No.25-1,251/505, New No.25-1-608, 3rd Floor, Swetha Towers, A. K. Nagar, Dargamitta, Nellore District, SPSR Nellore, Andhra Pradesh - 524 004 and its unknown representatives.

23. M/s. Ambika Food Industries Pvt. Ltd, IE Code-0909013250, Plot No. 56 & 57, TSIIC, Near Auto Stand, Kattedan, R.R. District (South), Hyderabad, Telangana - 500 077 and its unknown representatives.

24. M/s. Pentaplus Printer Pvt. Ltd, IE Code-0711037400, Sy. No.1/2, Near D Group Layout, Lingadheeranahalli Village, Bengaluru Rural, Karnataka - 560 091 and its unknown representatives.

25. M/s. Power Tech, IE Code-706026560, No.24, 5th Main, Behind, Arvind Motors, Opp. UCO Bank, 3rd Phase, Peenya, Bangalore 58, Karnataka and its unknown representatives.

26. M/s. Pranav International Knit Wear, IE Code-0708005578, 260A, KIAB Industrial Area Soman Akalli, Maddur, Mandga, District, Maddur, Karnataka - 571 428 and its unknown representatives.

27. M/s. Jai Laxmi Granites, IE Code-1312009438, 17-C, Fatehpura, Udaipur, Rajasthan - 313 001 and its unknown representatives.

28. M/s. Venkateshwar Enterprises, IE Code-1312001780, (Represented by Shri Rajesh Jajodia) 4, Fatehpura, Udaipur, Rajasthan - 313 001 and its unknown representatives.

29. M/s. Rishabdeo Green Marble, IE Code-1312015756, Mandir Marg, Pagliyaji Road, Rishabdeo, The Kherwara, District Udaipur, Rajasthan - 313 001 and its unknown representatives.

[F. No. 228/53/2025-AVD-II]

SATYAM SRIVASTAVA, Under Secy.

नई दिल्ली, 8 अगस्त, 2025

का.आ. 1464.—केंद्रीय सरकार,दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का केन्द्रीय अधिनियम 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए महाराष्ट्र राज्य के आदेश सं. एमआईएस-0420/सीआर 55/एसपीएल.1ए दिनांक 06.02.2024, गृह विभाग, मुंबई तथा शुद्धिपत्र दिनांक 22.05.2025 के माध्यम से जारी सम्मति से तीन व्यक्तियों नामतः (1) श्री सुशील गिरी महाराज, (2) श्री चिकने महाराज कल्परुक्षगिरी एवं (3) श्री नीलेश तेलगड़े, जो कार सं. एमएच-02-डीडब्ल्यू-6729 से सूरत जा रहे थे, पर गडचिंचले गाँव के पास, चौकीपाड़ा के समीप, पालघर में हमला करने, उक्त घटना में उपद्रवी भीड़ ने उपर्युक्त तीनों पीड़ितों पर हमला किया और जान से मार दिया तथा उपद्रवी भीड़ ने सहायक पुलिस निरीक्षक (एपीआई) श्री काले एवं अन्य पुलिस कर्मियों पर लाठियों और अन्य हथियारों से हमला किया तथा मारने की कोशिश की एवं हमले के दौरान तीन पुलिस कर्मियों को चोटें आईं, के संबंध मेंकासा थाने में पंजीकृत तीन अपराधों: (1) भारतीय दंड संहिता की धारा 307, 353, 332, 333, 341, 427, 147, 148, 149 सपठित लोक संपत्ति नुकसान निवारण अधिनियम, 1984 की धारा 3, 5 एवं दंड विधि संशोधन अधिनियम की धारा 7 के अंतर्गत सी.आर.सं. 76/2020, (2) भारतीय दंड संहिता की धारा 302, 120 (बी), 427, 147, 148, 149 के अंतर्गत सी.आर.सं. 77/2020 और (3) भारतीय दंड संहिता की धारा 307, 353, 332, 333, 143, 147, 148, 149 के अंतर्गत सी.आर.सं. 78/2020 तथा उपर्युक्त अपराधों से जुड़े या उससे संबद्ध किसी अन्य अपराध(धों),दुष्प्रयास, दुष्प्रेरणा और षड्यंत्र एवं उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध अथवा अपराधों केसंबंध में अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त महाराष्ट्र राज्य में करती है।

[फा. सं. 228/54/2025-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

New Delhi, the 8th August, 2025

S.O. 1464.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Central Act 25 of 1946), the Central Government with the consent of the State Government ofMaharashtra, issued vide Order No. MIS-0420/CR 55/Spl.1A dated 06.02.2024, Home Department, Mumbai and Corrigendum dated 22.05.2025,hereby extends the powers andjurisdiction of the members of the Delhi Special Police Establishment in the whole State of Maharashtrafor investigationin respect of the three criminal offences registered at Kasa police station : (1) vide C.R.No. 76/2020 U/s 307, 353, 332, 333, 341, 427, 147, 148, 149 of IPC r/w U/s 3, 5 of the Prevention of Damage to Public Property Act, 1984 & U/s 7 of the Criminal law amendment Act, (2) C.R.No. 77/2020 U/s 302, 120 (B), 427, 147, 148, 149 of IPC and (3) C.R.No. 78/2020,U/s 307, 353, 332, 333, 143, 147, 148, 149 of IPC for assaulting threepersons namely (1) Shri SushilGiriMaharaj, (2) Shri ChikneMaharajKalprukshgiriand (3) Shri NileshTelgade who were travelling by Car No.MH-02-DW-6729 going to Surat,near Gadchinchale village, near Chaukipada, Palghar. The mob assaulted and lynched the above mentioned three victims to death and the mob assaulted and tried to kill API Shri Kale and other Policemenby using Lathis and other weapons and three policemen suffered injuries during the ordeal and any other offence(s), attempt, abetment and conspiracy, in relation to or in connection with above mentioned offences and any other offence or offences committed in the course of the same transactions or arising out of the same facts.

[F. No. 228/54/2025-AVD-II]

SATYAM SRIVASTAVA, Under Secy.

नई दिल्ली, 11 अगस्त, 2025

का.आ. 1465.—केंद्रीय सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का केन्द्रीय अधिनियम 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केरल राज्य

सरकार की अधिसूचना सं. जी.ओ. (एमएस.) सं. 106/2025/गृह, दिनांक 12.06.2025, गृह (एम) विभाग, तिरुवनंतपुरम (एस.आर.ओ. संख्या- 676/2025) के माध्यम से जारी सम्मति से मेसर्स आरआर अराफा गोल्ड, साझेदारी फर्म, श्री रियाज, श्री रफीक, साझेदारगण, श्री के.अब्दुल सलाम, श्रीमती रेमीला बीवी, गारंटीकर्तागण, और अज्ञात अन्य, यदि कोई हो, के विरुद्ध भारतीय दंड संहिता, 1860 (वर्ष 1860 का केंद्रीय अधिनियम 45) की धाराएँ 120बी, 406 और 420 के अंतर्गत दंडनीय कारित अभिकथित अपराधों जो उक्त अधिनियम के तहत दंडनीय हैं और इस मामले के संदर्भ में, उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न कारित किन्हीं अन्य अपराधों का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त केरल राज्य में करती है।

[फा. सं. 228/55/2025-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

New Delhi, the 11th August, 2025

S.O. 1465.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Central Act 25 of 1946), the Central Government with the consent of the State Government of Kerala, issued vide Notification No.G.O.(Ms.) No. 106/2025/HOME, dated 12.06.2025, Home (M) Department, Thiruvananthapuram (S.R.O. No. 676/2025),hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment in the whole State of Kerala for the investigation of the alleged commission of offences punishable under sections 120B, 406 and 420of the Indian Penal Code, 1860 (Central Act 45 of 1860) against M/s RR Arafa Gold, Partnership Firm, Shri Riyas, Shri Rafeeq, Partners, Shri K. Abdul Salam, Smt. Remeela Beevi, Guarantors, and unknown others, if any, for commission of offences punishable under the said Acts and any other offences committed in the course of transaction arising out of the same fact, in regard to this case, within the whole State of Kerala.

[F. No. 228/55/2025-AVD-II]

SATYAM SRIVASTAVA, Under Secy.

नई दिल्ली, 12 अगस्त, 2025

का.आ. 1466.—केंद्रीय सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का केन्द्रीय अधिनियम 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केरल राज्य सरकार की अधिसूचना सं. जी.ओ. (एमएस.) सं. 108/2025/गृह, दिनांक 12.06.2025, गृह (एम) विभाग, तिरुवनंतपुरम (एस.आर.ओ. संख्या- 673/2025) के माध्यम से जारी सम्मति से मेसर्स जोया गोल्ड जिसका प्रतिनिधित्व इसके प्रोप्राइटर श्रीमती शजना शम्सुद्दीन, श्रीमती शजना शम्सुद्दीन, प्रोप्राइटर, श्री के.अब्दुल सलाम, करते हैं। श्रीमती रेमीला बीवी, श्री रमीज़, श्रीमती शजिनी, श्री इशाक एम, श्री अंज़ बदरुद्दीन, कुमारी अजूमी बदरुद्दीन, श्रीमती मुमताज़ बेगम, श्री शाहुल हामीद, श्री रियाज़ मॉन, श्री शाजिल खान, श्रीमती शकीला बेगम, गारंटीकर्तागण, और अज्ञात अन्य, यदि कोई हों, के विरुद्ध भारतीय दंड संहिता, 1860 (वर्ष 1860 का केंद्रीय अधिनियम 45) की धाराएँ 120बी, 406 और 420 के अंतर्गत दंडनीय कारित अभिकथित अपराधों, जो उक्त अधिनियमों के तहत दंडनीय हैं और इस मामले के संदर्भ में, उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न कारित किन्हीं अन्य अपराधों का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त केरल राज्य में करती है।

[फा. सं. 228/56/2025-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

New Delhi, the 12th August, 2025

S.O. 1466.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Central Act 25 of 1946), the Central Government with the consent of the State Government of Kerala, issued vide Notification No.G.O.(Ms.) No. 108/2025/HOME, dated

12.06.2025, Home (M) Department, Thiruvananthapuram (S.R.O. No. 673/2025),hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment in the wholeState of Kerala forthe investigation of the alleged commission of offences punishable under sections 120 B, 406 and 420of the Indian Penal Code, 1860 (Central Act 45 of 1860) against M/s Zoya Gold represented by its Proprietor, Smt.Shajna Shamsudheen, Smt.Shajna Shamsudheen, Proprietor, Shri K. Abdul Salam, Smt. Remeela Beevi, Shri Rameez, Smt.Shajini, Shri Ishak M, Shri Anz Badarudheen, Kumari.AjumiBadarudheen, Smt.Mumthas Beegam, Shri Shahul Hameed, Shri Riyaz Mon, Shri Shajil Khan,Smt. Shakeela Beegam, Guarantors, and unknown others, if any, for commission of offences punishableunder the said Acts and any other offences committed in the course of transaction arising out of thesame fact, in regard to this case, within the whole State of Kerala.

[F. No. 228/56/2025-AVD-II]

SATYAM SRIVASTAVA, Under Secy.

नई दिल्ली, 12 अगस्त, 2025

का.आ. 1467.—केंद्रीय सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का केन्द्रीय अधिनियम 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केरल राज्य सरकार की अधिसूचना सं. जी.ओ. (एमएस.) सं. 105/2025/गृह, दिनांक 12.06.2025, गृह (एम) विभाग, तिरुवनंतपुरम (एस. आर. ओ. संख्या- 675/2025) के माध्यम से जारी सम्मति से मेसर्स अराफा गोल्ड &डायमंड्स प्राइवेट लिमिटेड जिसका प्रतिनिधित्व इसके प्रबंध निदेशक श्री के.अब्दुल सलाम करते हैं, श्री के.अब्दुल सलाम, प्रबंध निदेशक, श्रीमती रेमीला बीवी, निदेशक, श्री रमीज़, श्री हामीद कुंजु, श्रीमती शैनी, श्री रफीक, श्री रियाज़ मॉन, गारंटीकर्तागण, और अज्ञात अन्य, यदि कोई हों, के विरुद्ध भारतीय दंड संहिता, 1860 (वर्ष 1860 का केंद्रीय अधिनियम 45) की धाराएँ 120बी, 406 और 420 के अंतर्गत दंडनीय कारित अभिकथित अपराधों, जो उक्त अधिनियमों के तहत दंडनीय हैं और इस मामले के संदर्भ में, उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न कारित किन्हीं अन्य अपराधों का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त केरल राज्य में करती है।

[फा. सं. 228/57/2025-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

New Delhi, the 12th August, 2025

S.O. 1467.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Central Act 25 of 1946), the Central Government with the consent of the State Government of Kerala, issued vide Notification No.G.O.(Ms.) No. 105/2025/HOME, dated 12.06.2025, Home (M) Department, Thiruvananthapuram (S.R.O. No. 675/2025),hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment in the wholeState of Kerala forthe investigation of the alleged commission of offences punishable under sections 120 B, 406 and 420of the Indian Penal Code, 1860 (Central Act 45 of 1860) against M/s Arafa Gold & Diamonds PrivateLimited represented by its Managing Director Shri K. Abdul Salam, Shri K. Abdul Salam, Managing Director, Smt. Remeela Beevi, Director, Shri Rameez, Shri Hameed Kunju, Smt. Shaini, Shri Rafeeq, Shri Riyaz Mon, Guarantors, and unknown others, if any, for commission of offences punishable under the said Acts and any other offencescommitted in the course of transaction arising out of the same fact, in regard to this case, within thewhole State of Kerala.

[F. No. 228/57/2025-AVD-II]

SATYAM SRIVASTAVA, Under Secy.

नई दिल्ली, 12 अगस्त, 2025

का.आ. 1468.—केंद्रीय सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का केन्द्रीय अधिनियम 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए अधिसूचना सं. जी.ओ.(2 डी).सं.198, दिनांक 07.07.2025, गृह (नागरिकता) विभाग के माध्यम से जारी तमिलनाडु राज्य सरकार

की सम्मति से लोक सेवकों नामतः, श्री जे. सुरेश कुमार, सीमा शुल्क अधीक्षक, एयर कार्गो कॉम्प्लेक्स, सीमा शुल्क, चेन्नई, श्री आलोक शुक्ला, सीमा शुल्क अधीक्षक, एयर कार्गो कॉम्प्लेक्स, सीमा शुल्क, चेन्नई, श्री पी. तुलसीराम, सीमा शुल्क अधीक्षक, एयर कार्गो कॉम्प्लेक्स, सीमा शुल्क, चेन्नई, श्री एन.सैमुएल दीपक अविनाश, मूल्यांकक, एयर कार्गो कॉम्प्लेक्स, सीमा शुल्क, चेन्नई, और गैर सरकारी व्यक्तियों, नामतः श्री मरियप्पन, सीमा शुल्क ब्रोकर, मेसर्स बीएसएम लॉजिस्टिक्स, मेसर्स सिरोया ज्वेलर्स के श्री दीपक सिरोया, मेसर्स कल्याण ज्वेलरी के श्री संतोष कोठारी, मेसर्स सुनिल ज्वेलरी के श्री सुनिल परमार, मेसर्स बालाजी ज्वेलर्स के श्री सुनिल शर्मा और सीमा शुल्क विभाग के अन्य अज्ञात कार्मिकों के विरुद्ध भारतीय दंड संहिता, 1860 (वर्ष 1860 का केन्द्रीय अधिनियम XLV) की धारा 120बी सपठित धारा 420 तथा भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का केन्द्रीय अधिनियम 49) (वर्ष 2018 में यथासंशोधित) की धारा 7 के अंतर्गत अपराधों के लिए एक नियमित मामला पंजीकृत करने हेतु दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त तमिलनाडु राज्य में करती है।

[फा. सं. 228/58/2025-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

New Delhi, the 12th August, 2025

S.O. 1468.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Central Act 25 of 1946), the Central Government with the consent of the State Government of Tamil Nadu, issued vide Notification No. G.O.(2D).No.198, dated 07.07.2025 Home (Citizenship) Department, hereby extends the powers and jurisdiction of members of the Delhi Special Police Establishment in the whole of the State of Tamil Nadu to register a regular case against the public servants, namely, Shri. J. Suresh Kumar, Superintendent of Customs, Air Cargo Complex, Customs, Chennai, Shri. Alok Shukla, Superintendent of Customs, Air Cargo Complex, Customs, Chennai, Shri. P. Thulasiram, Superintendent of Customs, Air Cargo Complex, Customs, Chennai, Shri N. Samuel Deepak Avinash, Appraiser, Air Cargo Complex, Customs, Chennai and private individuals, namely, Shri. Mariappan, Customs Broker, M/s. BSM Logistics, Shri. Deepak Siroya of M/s. Siroya Jewellers, Shri Santosh Kothari of M/s. Kalyan Jewellery, Shri Sunil Parmar of M/s. Sunil Jewellery, Shri Sunil Sharma of M/s. Balaji Jewellers and other unknown officials of Customs Department for the offences under section 120-B read with section 420 of the Indian Penal Code, 1860 (Central Act XLV of 1860) and section 7 of the Prevention of Corruption Act, 1988 (Central Act 49 of 1988) (as amended in 2018).

[F. No. 228/58/2025-AVD-II]

SATYAM SRIVASTAVA, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 11 अगस्त, 2025

का.आ. 1469.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 135 तारीख 27 जनवरी, 2025, जो भारत के साप्ताहिक राजपत्र तारीख जनवरी **26, —**फरवरी **—1 2025**, में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में आन्ध्र प्रदेश राज्य में पैट्रोलियम पदार्थ परिवाहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा विसाख (आन्ध्र प्रदेश) से रायपुर (छत्तीसगढ) पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी;

और उक्त साप्ताहिक राजपत्र अधिसूचना की प्रतियां जनता को तारीख 28 अप्रैल, 2025 को उपलब्ध करा दी गई थी ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाए ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त होकर हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित होगा।

पेट्रोलियम और खनिज पाइपलाइन अधिनियम, 1962 की धारा 10 के अधीन किसी भी क्षतिपूर्ति के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड पूर्णतया उत्तरदायी होगी और धारा 13 के अधीन पाइपलाइन से सम्बन्धित किसी भी मामले पर केन्द्रीय सरकार के विरूद्ध कोई वाद, दावा या कानूनी कार्यवाही नहीं हो सकेगी ;

अनुसूची

जिलाः पार्वतीपुरम मान्यम		**राज्यः आन्ध्र प्रदेश**			
क्रम संख्या	**गाँव का नाम**	**मंडल का नाम**	**सर्वे संख्या**	**क्षेत्रफल**	
				एकड	**सेन्ट्स**
1	**2**	**3**	**4**	**5**	**6**
1	1. सुबद्रा-28	बलीजापेटा	109	0	03
2			110/35	0	09
3			110/31	0	07
4			110/32	0	16
5			110/33	0	02
6			110/22	0	11
7			110/21	0	04
8			110/16	0	09
9			110/15	0	02
10			110/14	0	09
11			110/13	0	03
12			110/12	0	09

13			110/1	0	07
14			111/21	0	05
15			111/22	0	07
16			111/17	0	02
17			111/19	0	04
18			111/18	0	05
19			111/13	0	08
20			111/15	0	01
21			111/14	0	02
22			111/12	0	04
23			111/11	0	02
24			111/1	0	02
25			101/29	0	06
26			101/30	0	07
27			101/27	0	01
28			101/31	0	04
29			101/13	0	07
30			101/12	0	02
31			101/7	0	02
32			101/6	0	02
33			101/5	0	06
34			96/11	0	08
35			96/12	0	06
36			96/18	0	02
37			96/17	0	04
38			96/16	0	02
39			96/21	0	04
40			96/22	0	05
41			96/24	0	02
42			96/23	0	04

43			71/14	0	05
44			71/16	0	02
45			71/15	0	05
46			71/10	0	04
47			71/11	0	04
48			71/7	0	04
49			71/8	0	02
50			71/1B	0	13
51			71/2	0	08
52			68	0	08
53			67/5	0	02
54			67/6	0	09
55			67/7	0	05
56			67/9	0	07
57			67/10	0	05
58			67/11	0	06
59			66	0	11
60			60/5	0	06
61			60/6	0	08
62			60/7	0	02
63			60/8	0	01
64			60/3	0	11
65			60/2	0	03
66			59/17	0	07
67			59/16	0	02
68			59/18	0	01
69			59/15	0	07
70			59/14	0	15
71			58/30	0	11
72			58/21	0	02

73			58/29	0	02
74			58/22	0	07
75			58/28	0	01
76			58/27	0	11
77			58/23	0	01
78			58/24	0	05
79			58/26	0	06
80			55/14	0	05
81			55/13	0	05
82			55/12	0	03
83			55/10	0	17
84			55/3	0	07
85			55/2	0	08
86			55/1	0	07
87			54/6	0	14
88			54/5	0	01
89			23/1	0	09
90			22/4	0	02
91	2. शीवरामपुरम-34	बलीजापेटा	46/16	0	14
92			46/15	0	09
93			46/13	0	05
94			46/14	0	07
95			46/4	0	16
96			46/3	0	04
97			46/5	0	02
98			46/2	0	05
99			46/1	0	06
100			45/3	0	02
101			45/2	0	08
102			45/1	0	09

103			43/21	0	08
104			43/22	0	01
105			42/12	0	09
106			42/24	0	38
107			42/8	0	24
108			42/2	0	04
109			41/19	0	05
110			41/18	0	06
111			41/17	0	07
112			41/16	0	02
113			41/14	0	01
114			41/13	0	02
115			41/12	0	02
116			41/11	0	04
117			41/10	0	07
118			41/6	0	06
119			41/3	0	09
120			41/2	0	11
121			40/2	0	02
122			40/3	0	07
123			40/4	0	32
124			39	0	12
125			5/8	0	09
126			5/9	0	06
127			5/10	0	06
128			4/3	0	07
129			4/2	0	08
130			4/1	0	09
131	3. पनकुवलसा-33	बलीजापेटा	124/17	0	02
132			124/16	0	01

133			125/15	0	05
134			125/14	0	06
135			125/13	0	06
136			125/12	0	12
137			125/18	0	03
138			125/11	0	04
139			125/9	0	06
140			125/8	0	08
141			125/7	0	03
142			125/6	0	02
143			125/5	0	14
144			125/4	0	08
145			128/25A	0	38
146			128/23B	0	05
147			128/23A	0	06
148			127/3	0	02
149			127/4	0	02
150			127/11	0	02
151			127/10	0	04
152			127/5	0	09
153			127/7	0	02
154			127/6	0	05
155			157/3	0	04
156			157/2	0	09
157			157/1	0	25
158			157/9	0	02
159			156/14	0	07
160			156/13	0	06
161			156/6	0	02
162			156/3	0	07

163			156/4	0	13
164			156/8	0	01
165			151/5	0	02
166			151/4	0	08
167			151/1	0	15
168			151/2	0	04
169			155	0	04
170			152/3	0	13
171			152/1	0	10
172			153/5	0	35
173			153/4	0	27
174			141	0	09
175			148	0	02
176			147/5	0	08
177			147/4	0	05
178			147/3	0	02
179			146/16	0	02
180			146/13	0	07
181			146/14	0	02
182			146/12	0	05
183			146/15	0	02
184			146/11	0	04
185			146/1	0	02
186			146/2	0	07
187			146/4	0	05
188			146/6	0	01
189			146/5	0	07
190			145/26	0	02
191	4. अरसाड-35	बलीजापेटा	164/1	0	02
192			163/15	0	05

193			163/14	0	02
194			163/13	0	02
195			163/16	0	02
196			163/17	0	06
197			163/9	0	01
198			163/8	0	02
199			163/7	0	03
200			163/6	0	02
201			163/10	0	06
202			163/4	0	02
203			163/2	0	02
204			163/3	0	09
205			162/17	0	02
206			162/15	0	30
207			162/14	0	17
208			162/13	0	04
209			162/7	0	16
210			161/20	0	06
211			161/19	0	06
212			161/14	0	06
213			161/12	0	08
214			161/11	0	11
215			161/9	0	06
216			161/10	0	06
217			158/10	0	14
218			158/13	0	05
219			158/14	0	06
220			158/12	0	02
221			157/8	0	03
222			157/7A	0	06

223			157/6	0	06
224			157/1	0	12
225			157/5	0	02
226			35/7	0	17
227			35/8	0	02
228			35/9	0	14
229			36/20	0	03
230			36/19	0	07
231			36/21	0	03
232			36/23	0	04
233			113/6	0	18
234			113/7	0	11
235			113/3	0	03
236			113/8	0	04
237			113/9	0	06
238			113/1	0	08
239			113/12	0	05
240			113/13	0	03
241			113/14	0	08
242			112/18	0	05
243			112/20	0	02
244			112/19	0	07
245			112/16	0	09
246			112/15	0	05
247			110/1	0	07
248			111/4	0	19
249			111/3	0	01
250			111/8	0	05
251			111/9	0	14
252			111/15	0	02

253			111/16	0	05
254			111/17	0	06
255			111/18	0	07
256			107/3	0	02
257			107/1	0	14
258			103/18	0	01
259			103/19	0	06
260			103/23	0	11
261			104/17	0	02
262			104/6	0	08
263			104/7	0	11
264			104/15	0	01
265			104/8	0	08
266			104/9	0	02
267			104/4	0	02
268			104/14	0	01
269			104/10	0	07
270			99	0	05
271			95/2	0	12
272			95/3	0	02
273			95/4	0	07
274			95/6	0	08
275			95/7	0	02
276			96/3	0	25
277			97/7	0	04
278			97/4	0	03
279			97/3	0	15
280			97/1	0	15
281			88/12	0	17
282			88/13	0	11

283			88/14	0	01
284			88/9	0	16
285			88/4	0	04
286			89/6	0	07
287			89/5	0	07
288			89/4	0	04
289			89/3	0	05
290			89/2	0	08
291			89/12	0	02
292			89/1	0	25
293			70/15	0	09
294			70/12	0	09
295			70/11	0	07
296			70/10	0	02
297			70/9	0	02
298			70/8	0	02
299			70/6	0	02
300			72/25	0	02
301			72/24	0	04
302			72/2	0	16
303			72/1	0	09
304			72/3	0	03
305			71	0	41
306	5. अज्जाडा-32	बलीजापेटा	278/1	0	28
307			275	0	04
308			246/12	0	13
309			246/9	0	24
310			246/8	0	01
311			246/7	0	20
312			246/5	0	01

313			245/17	0	07
314			245/16	0	05
315			245/15	0	08
316			245/14	0	04
317			245/12	0	20
318			244	0	38
319			233/6	0	56
320			229/2	0	83
321			224	0	69
322			220	0	07
323			218	0	40
324			218/A	0	01
325			192/12	0	19
326			192/11	0	04
327			192/10	0	05
328			192/8	0	05
329			192/7	0	02
330			192/5	0	16
331			192/6	0	03
332			189/4	0	06
333			189/3	0	06
334			189/2	0	32
335			185/4	0	06
336			185/5	0	02
337			185/6	0	20
338			185/17	0	01
339			185/7	0	07
340			185/8	0	06
341			185/9	0	11
342			185/10	0	01

343			185/1	0	12
344			185/11	0	01
345			183/1	0	66
346	6. रावीपल्ले-109	गारूगुबिल्ली	243/2	0	02
347	7. पेध्दुरू-86	गारूगुबिल्ली	173/28	0	04
348			175/12	0	18
349			175/11	0	18
350			175/10	0	08
351			175/9	0	12
352			175/8	0	19
353			176/1	0	62
354			178	0	16
355			186/8	0	02
356			186/9	0	11
357			186/7	0	01
358			187/30	0	06
359			187/29	0	19
360			187/14	0	03
361			187/13	0	07
362			187/9	0	19
363			187/8	0	04
364			187/5	0	03
365			187/3	0	04
366			187/4	0	03
367			188/5	0	02
368			188/4	0	06
369			188/2	0	09
370			188/1	0	11
371			37/6	0	04
372			36/12	0	13

373			36/10	0	12
374			36/9	0	01
375			36/8	0	14
376			76/10	0	09
377			76/8	0	11
378			76/9	0	09
379			82	0	02
380			75	0	05
381			72/1A	0	32
382			43/2	0	06
383			43/3	0	06
384			43/5	0	81
385			44/14	0	05
386			44/11	0	10
387			44/12	0	03
388			44/10	0	06
389			44/9	0	08
390			44/8	0	08
391			69/2I	0	06
392			69/2G	0	06
393			69/2E	0	07
394			69/2D	0	07
395			69/2A	0	13
396			67/4D	0	11
397			67/4C	0	07
398			67/4B	0	13
399			67/2	0	21
400			66	0	04
401	8. शीवरामपुरम पेध्दुरू दरि-107	गारूगुबिल्ली	200/5	0	16
402			200/6	0	15

403			201/5	0	08
404			201/4	0	14
405			201/6	0	02
406			201/3	0	09
407			201/2	0	03
408			201/1	0	03
409			202/7	0	06
410			202/6	0	07
411			202/5	0	17
412			227/21	0	06
413			227/20	0	07
414			227/19	0	14
415			228	0	32
416			226/3	0	01
417			226/2	0	02
418			225	0	03
419			219/16	0	02
420	9. शीवम-108	गारूगुबिल्ली	221/11	0	08
421			221/10	0	08
422			221/8	0	03
423			221/9	0	12
424			221/4	0	03
425			221/3	0	02
426			221/2	0	09
427			221/1	0	08
428			220/21	0	07
429			220/18	0	08
430			220/17	0	04
431			220/16	0	04
432			220/6	0	05

433			220/5	0	04
434			220/4	0	04
435			220/3	0	03
436			220/2	0	06
437			220/1	0	07
438			219/16	0	02
439			219/17	0	17
440			219/14	0	01
441			219/13	0	21
442			219/23	0	03
443			219/4	0	15
444			219/2	0	05
445			219/1	0	01
446			77/5	0	14
447			77/4	0	01
448			77/12	0	17
449			76/13	0	15
450			76/11	0	01
451			76/12	0	02
452			76/10	0	02
453			76/14	0	15
454			76/5	0	11
455			76/4	0	07
456			76/15	0	05
457			75/3	0	17
458			75/2	0	14
459			75/1	0	22
460	10. पोलीनायडूवलस-106	गारूगुबिल्ली	275/3	0	11
461			275/5	0	05
462			274/2	0	22

463			274/1	0	02
464			273/8	0	23
465			273/7	0	26
466			273/6	0	24
467			273/4	0	12
468			273/3	0	02
469			308/5	0	02
470			266	1	32
471			307/7	0	18
472			307/6	0	03
473			307/8	0	04
474			307/11	0	02
475			307/10	0	03
476			307/12	0	04
477			307/15	0	03
478			307/13	0	03
479			238/13	0	06
480			238/12	0	06
481			238/8	0	05
482			238/7	0	06
483			238/1	0	03
484			306/9	0	01
485			306/8	0	08
486			306/6	0	10
487			306/5	0	01
488			306/7	0	01
489			236/16	0	09
490			236/14	0	11
491			236/9	0	02
492			236/11	0	04

493			236/10	0	06
494			236/12	0	01
495			236/2	0	11
496			236/1	0	02
497	11. गोट्टीवलस-103	गारूगुबिल्ली	189/16	0	04
498			189/5	0	23
499			188/13	0	05
500			188/12	0	06
501			155/24	0	09
502			155/23	0	03
503			155/13	0	02
504			155/12	0	13
505			155/11	0	05
506			155/2	0	06
507			187/17	0	02
508			187/15	0	02
509			187/14	0	13
510			187/13	0	02
511			187/11	0	05
512			187/6	0	06
513			187/7	0	08
514			187/2	0	04
515			187/8	0	02
516			187/1	0	11
517			157/14	0	02
518			158/7C	0	12
519			158/7B	0	13
520			158/6	0	05
521			158/4A	0	05
522			158/5	0	07

523			158/4B	0	06
524			158/2B	0	02
525			159/24	0	08
526			159/23	0	01
527			159/22	0	03
528			159/17	0	01
529			159/18	0	13
530			159/14	0	02
531			160/16	0	02
532			160/15	0	01
533			160/14	0	15
534			160/13	0	05
535			160/11	0	04
536			160/10	0	14
537			161/15	0	02
538			161/5	0	05
539			161/4	0	06
540			161/6	0	01
541			161/3	0	13
542			161/1	0	05
543			163/4	0	03
544			163/3	0	11
545			163/2	0	04
546			163/1	0	28
547			162/16	0	03
548			162/15	0	05
549			162/14	0	06
550			162/13	0	08
551			162/9	0	07
552			162/10	0	02

553			162/7	0	04
554			162/6	0	05
555			162/3	0	05
556			162/1	0	11
557			172	0	04
558			171	0	12
559			170/1	0	21
560			173/4	0	58
561	12. सांबन्नवलस-35	गारूगुबिल्ली	90/1	0	55
562			90/1P	0	14
563			63/2	0	03
564			63/3	0	23
565			63/4	0	15
566			65/2	0	05
567			65/1	0	08
568			64/2	0	02
569			59/20	0	05
570			59/22B	0	03
571			59/22A	0	04
572			59/21	0	09
573			59/17	0	02
574			59/14	0	02
575			66/10	0	05
576			66/9A	0	06
577			66/8	0	02
578			66/1A	0	11
579			58/19	0	04
580			58/13	0	13
581			58/12	0	03
582			55/1	0	06

583			56/1	0	02
584			54/2	0	04
585			54/19	0	06
586			54/3	0	03
587			53	0	06
588			52/3	0	11
589			52/5	0	01
590			52/4	0	17
591			52/2	0	12
592			50/2	0	12
593			50/1	0	09
594			49	0	26
595			48	0	25
596	13. नागुरू-113	गारूगुबिल्ली	128	0	25
597			116/5	0	10
598			116/7	0	02
599			116/6	0	22
600			120/2A	0	24
601			117/9	0	05
602			117/3	0	33
603			112	0	51
604			110/1	0	11
605			107/3	0	38
606			107/2	0	02
607			105/19	0	02
608			105/17A	0	16
609			105/18	0	09
610			105/15A	0	01
611			105/13	0	01
612			105/14	0	11

613			105/6A	0	06
614			105/5A	0	07
615			105/4A	0	08
616			105/3A	0	06
617			105/2A	0	02
618			106/3	0	18
619			94/17	0	07
620			94/5	0	03
621			94/4	0	02
622			94/3	0	04
623			94/1	0	05
624	14. संतोसपुरम-102	गारूगुबिल्ली	158/2	0	02
625			158/1	0	29
626			79/5	0	01
627			79/4	0	11
628			79/3	0	08
629			79/7	0	15
630			79/10	0	09
631			79/9	0	16
632			79/17	0	02
633			78/1	0	07
634			78/2	0	03
635			76/5	0	32
636			76/30	0	02
637			76/29	0	01
638			76/23	0	16
639			76/22	0	02
640			76/24	0	01
641			76/19	0	12
642			76/3	0	14

643			75/3	0	23
644			75/2	0	14
645			73	0	24
646			72/6	0	15
647			67/10	0	18
648			67/9	0	05
649			67/8	0	01
650			67/6	0	21
651			67/5	0	02
652			68/16	0	06
653			68/12	0	11
654			68/11	0	17
655			51/18	0	06
656			51/15	0	03
657			51/17	0	02
658			51/16	0	14
659			51/25	0	04
660			51/13	0	03
661			51/6	0	07
662			51/7	0	14
663			51/8	0	02
664			51/3	0	11
665			51/2	0	08
666			51/1	0	06
667			46/1	0	06
668			47/17	0	06
669			47/15	0	03
670			47/7	0	43
671			47/6	0	04
672			47/5	0	30

673			41/1	0	30
674			41/2	0	26
675			41/3A	0	42
676	15. कुडूम-72	जीय्यम्मवलस	479	0	15
677	16. गोरीपुरम-84	जीय्यम्मवलस	49	0	29
678			44/8B	0	08
679			44/8A	0	11
680			44/4A	0	02
681			44/1F	0	14
682			44/1E	0	07
683			44/1D	0	08
684			43/5G	0	08
685			43/5F	0	04
686			43/5E	0	08
687			43/5D	0	08
688			43/4D	0	14
689			43/4C	0	21
690			43/4E	0	02
691			43/3B	0	07
692			43/2B	0	06
693			43/2A	0	02
694			43/1	0	06
695			42/1A	0	17
696			20/7	0	13
697			20/8	0	09
698			20/9	0	09
699			20/4	0	02
700			20/3	0	08
701			20/11A	0	03
702			19/13A	0	11

703			19/8	0	07
704			19/10	0	02
705			19/9	0	02
706			19/2	0	08
707			18/6B	0	06
708			18/6A	0	06
709			18/5B	0	07
710			18/5A	0	08
711			18/4	0	02
712	17. गंगराजपुरम-86	गारूगुबिल्ली	7/17	0	16
713			7/16	0	13
714			7/11	0	03
715	18. तोटपल्ले-87	गारूगुबिल्ली	177/7B	0	01
716			177/8D	0	04
717			177/8C	0	11
718			177/6	0	01
719			176/2	0	17
720			174/11	0	08
721			174/10	0	08
722			174/8	0	08
723			174/7	0	05
724			174/6	0	04
725			174/1	0	39
726			175/5	0	02
727			172/4	0	30
728			172/5	0	02
729			164/8	0	03
730			164/7	0	07
731			164/9	0	11
732			164/3	0	09

733			164/1B	0	08
734			163/5B	0	07
735			163/4B	0	06
736			163/4A	0	04
737			162/4B	0	02
738			162/13A	0	05
739			162/12	0	02
740			162/4A	0	18
741			162/2	0	02
742			162/1	0	07
743			161/3	0	16
744			32/10B	0	07
745			32/11A	0	07
746			32/9B	0	07
747			32/7A	0	08
748			32/4B	0	08
749			32/5A	0	08
750			30/7	0	07
751			30/9	0	11
752			30/6C	0	01
753			30/10	0	24
754			30/3B	0	13
755			22/6	0	02
756			22/5	0	17
757			22/4	0	08
758			22/3	0	04
759			29/14	0	04
760			23/22	0	05
761			23/19	0	07
762			23/21	0	02

763			23/20	0	13
764			23/15	0	02
765			23/16	0	05
766			23/14	0	09
767			23/10	0	01
768			23/13	0	06
769			25/15	0	05
770			25/14	0	12
771			25/13	0	01
772			25/3	0	02
773			25/4	0	13
774			25/2	0	15
775			12/11	0	09
776			12/6B	0	11
777			12/10	0	07
778			12/5B	0	13
779			12/1C	0	02
780			11/11B	0	08
781			11/10	0	30
782			10/18	0	08
783			10/16	0	05
784			10/17	0	03
785			10/1	0	20
786			10/15	0	02
787			10/6	0	02
788			10/4	0	03
789			10/3	0	08
790			9/21A	0	11
791			9/11A	0	09
792			9/10A	0	03

793	19. सिंगनापुरम	जीय्यम्मवलस	156/19	0	08
794			156/18	0	09
795			156/13C	0	13
796			156/11B	0	16
797			156/9A	0	03
798			156/10A1	0	02
799			156/10A2	0	05
800			156/2B	0	06
801			156/3A	0	09
802			156/4A	0	02
803			156/2A	0	02
804			156/1	0	12
805	20. चींतल बेलगाम-68	जीय्यम्मवलस	74/14B	0	05
806			74/14	0	03
807			74/13	0	02
808			74/12	0	08
809			74/10C	0	02
810			74/10B	0	05
811			74/10A	0	08
812			74/4	0	04
813			74/3	0	14
814			74/1	0	08
815			74/2	0	06
816			72/20	0	02
817			72/19	0	07
818			72/11B	0	01
819			72/12	0	08
820			72/13	0	11
821			72/9B	0	08
822			72/9A	0	01

823			72/8	0	06
824			72/3	0	13
825			72/2	0	01
826			72/1B	0	12
827			72/1A	0	08
828			71/6	0	09
829			71/4C	0	01
830			71/4B	0	05
831			71/4A	0	13
832			56/13	0	01
833			56/12	0	12
834			56/11	0	15
835			56/5	0	01
836			56/2	0	08
837			56/3	0	01
838			55	0	08
839			54/9	0	02
840			54/8	0	18
841			54/6	0	15
842			54/3	0	20
843			54/2	0	25
844			53	0	41
845	21. गीजब-77	गारूगुबिल्ली	86/8	0	02
846			86/7	0	02
847			86/6	0	01
848	22. मकान हरीपुरम	जीय्यम्मवलस	120/6F	0	02
849			120/6G	0	05
850			120/9	0	28
851			121/13A	0	01
852			121/12	0	12

853			121/4	0	06
854			121/5	0	14
855			121/6	0	15
856			121/8	0	21
857			89/5	0	24
858			89/3	0	11
859			89/4A	0	05
860			89/2	0	08
861			89/1	0	03
862			88/3	0	02
863			88/2	0	11
864			88/1B	0	07
865			88/1A	0	18
866			80/12	0	14
867			80/11E	0	01
868			79/2H	0	14
869			79/2G	0	04
870			79/1H	0	04
871			79/1G	0	08
872			79/1F	0	06
873			79/1E	0	05
874			79/1D	0	03
875			79/1C	0	04
876			79/1B	0	04
877			79/1A	0	04
878	23. बसंगी-76	जीय्यम्मवलस	85/8	0	05
879			85/7	0	29
880			85/10	0	03
881			85/11	0	03
882			85/14	0	14

883			86/15	0	06
884			86/12	0	05
885			86/14	0	01
886			86/7	0	04
887			86/13	0	01
888			86/5	0	02
889			86/6	0	01
890			112/15A	0	01
891			112/14	0	13
892			110/14	0	06
893			110/12	0	06
894			110/13	0	18
895			111/6	0	20
896			111/2	0	09
897			111/3	0	02
898			111/1	0	18
899			107/12	0	13
900			107/11	0	05
901			107/10	0	06
902			107/7	0	06
903			107/6	0	03
904			107/3	0	04
905			94/1	0	30
906			97/1B	0	14
907			97/2A	0	06
908			97/6	0	19
909			97/3	0	02
910	24. गौरमपेटा-34	जीय्यम्मवलस	85/2	0	11
911			86/7	0	15
912			86/3	0	07

913			86/2	0	26
914			86/1	0	02
915			84/5	0	34
916			72/10B	0	08
917			72/9	0	09
918			72/8	0	12
919			72/6	0	17
920			72/7	0	08
921			72/2	0	17
922			72/1	0	08
923			74/12	0	03
924			70/7D	0	08
925			70/7C	0	07
926			70/7A	0	13
927			70/6A	0	14
928			70/5	0	13
929			23/18	0	03
930			23/16	0	03
931			23/6	0	17
932			23/5	0	30
933			19/12	0	01
934			19/11	0	18
935			19/8	0	01
936			19/9	0	16
937			19/10	0	05
938			19/1	0	13
939			18/5	0	04
940			18/9	0	04
941			18/6	0	08
942			18/7	0	15

943			18/8	0	02
944			18/1	0	01
945			17	0	16
946	25. भट्टलभद्र-27	जीय्यम्मवलस	75/7	0	17
947			75/5	0	05
948			75/4	0	13
949			75/3	0	08
950			75/2	0	02
951			75/1	0	06
952			76/1	0	50
953			111/5	0	18
954			111/1B	0	07
955			77/2	0	26
956			110/3	0	08
957			78/3	0	34
958			79	0	06
959			82/5	0	01
960			82/1	0	37
961			82/4	0	04
962			89	0	17
963			88/5	0	23
964			88/6	0	01
965			88/3	0	17
966			88/1	0	22
967			87/15C	0	39
968			87/16	0	01
969			87/15B	0	13
970			87/13	0	23
971			87/14	0	03
972			92/4	0	06

973			92/5B	0	09
974			92/3	0	09
975			93/3	0	25
976			94/2	0	09
977			94/1C	0	09
978			94/1D	0	02
979			94/1B	0	07
980			94/1A	0	12
981			7	0	04
982			95/9	0	02
983			6/2	0	27
984			6/2A1	0	36
985			6/1	0	04
986			5/1	0	02
987	26. कीटसाडा-14	कुरूपम	90/1	0	47
988			89/7A	0	12
989			89/5	0	07
990			89/4	0	07
991			89/3	0	12
992			89/2	0	12
993			87/2B	0	24
994			87/2A	0	17
995			86/3D	0	03
996			86/4D	0	08
997			86/4C	0	11
998			86/4B	0	05
999			86/3C	0	03
1000			86/3B	0	11
1001			86/4A	0	03
1002			84/6B	0	05

1003			84/6C	0	08
1004			84/5A	0	20
1005			84/5B	0	02
1006			84/4C	0	05
1007			84/1	0	04
1008			79/2	0	18
1009			81/3	0	26
1010			81/2	0	02
1011			81/1	0	02
1012			82/1E	0	12
1013			82/1D	0	20
1014			83/3	0	06
1015			83/2B	0	06
1016			83/2A	0	28
1017			83/1	0	18
1018	27. दलाइपेटा-25	कोमरड	143	0	10
1019			142/2	0	33
1020			141/3	0	30
1021			141/2	0	11
1022			140/7	0	21
1023			140/4	0	02
1024			140/3	0	12
1025			115/2	0	14
1026			115/1	0	01
1027			114	0	32
1028			113/9A	0	24
1029			112/9B	0	01
1030			112/7	0	06
1031			112/6	0	04
1032			112/5B	0	15

1033			112/3	0	15
1034			49	0	06
1035			50	0	15
1036			110/1A	0	04
1037			110/2	0	09
1038			108/2B	0	10
1039			108/1B	0	06
1040			108/5G	0	03
1041			108/5F	0	02
1042			108/5E	0	04
1043			108/5D	0	03
1044			108/5C	0	05
1045			108/5B	0	04
1046			108/5A	0	04
1047			107	1	11
1048			73	0	18
1049			74/2G	0	11
1050			74/2F	0	12
1051			74/2E	0	15
1052			74/2B	0	13
1053			74/1	0	09
1054			76/2	0	38
1055			78/3	0	16
1056			78/2	0	16
1057			78/1	0	17
1058			79/2	0	17
1059			80/2	0	30
1060			81	0	17
1061			81/A	0	08
1062			82/2B	0	13

1063			82/1	0	14
1064			83/1	0	13
1065			83/2	0	15
1066			83/3	0	04
1067			83/5	0	13
1068			85/2	0	17
1069			86/3	0	13
1070			88/4J	0	13
1071			88/4E	0	13
1072			88/4C	0	15
1073			88/4B	0	07
1074			88/4A	0	12
1075			88/1	0	16
1076			87/4C	0	04
1077	28. मदलाडी-15	कोमरड	128/2A	0	07
1078			128/1H	0	08
1079			128/1G	0	05
1080			128/1F	0	16
1081			127/9A	0	06
1082			127/9B	0	06
1083			127/8	0	14
1084			127/7	0	02
1085			127/5A	0	09
1086			126/1J	0	02
1087			126/1I	0	08
1088			126/1H	0	13
1089			126/1G	0	22
1090			123/2	0	08
1091			123/2A	0	08
1092			123/1	0	23

1093			122/11	0	14
1094	29. तुडम-105	कोमरड	124/11	0	09
1095			124/10	0	02
1096			124/8	0	08
1097			124/7	0	13
1098			122/6	0	05
1099			122/7	0	05
1100			122/5	0	11
1101			122/1	0	06
1102			122/3	0	09
1103			122/2	0	12
1104			120/3	0	25
1105			120/2	0	27
1106			119/8	0	02
1107			119/7	0	04
1108			119/6	0	04
1109			119/1	0	04
1110			117/4	0	05
1111			117/5	0	05
1112			117/7	0	19
1113			117/6	0	02
1114			117/16	0	04
1115			116/13	0	19
1116			116/11	0	01
1117			116/10	0	11
1118			114	0	05
1119			113/1	0	39
1120			111/9	0	01
1121			111/6	0	26
1122			111/5	0	11

1123			98	0	04
1124			95/7	0	24
1125			95/5	0	02
1126			95/6	0	06
1127			94/11	0	04
1128			94/5	0	04
1129			94/4	0	05
1130			94/3	0	13
1131			94/2	0	02
1132			92/9	0	06
1133			92/5	0	12
1134			92/6	0	12
1135			92/3	0	12
1136			92/2	0	02
1137			92/1	0	10
1138			89/5	0	13
1139			90/13	0	38
1140			87/5	0	41
1141			87/2	0	01
1142			87/1	0	11
1143	30. रायपुरम-15	कोमरड	81	0	46
1144			63/10C	0	02
1145			63/10B	0	17
1146			63/10A	0	02
1147			63/8	0	05
1148			63/7	0	07
1149			63/2	0	02
1150			65/3J	0	17
1151			65/3I	0	06
1152			65/3H	0	08

1153			65/3G	0	08
1154			65/3F	0	09
1155			65/3E	0	02
1156			65/2	0	05
1157			65/1C	0	19
1158			65/1A	0	08
1159			60	0	04
1160			59/2	0	03
1161			59/1	0	18
1162			58/3B	0	03
1163			36/1K	0	14
1164			35/7	0	20
1165			35/6	0	01
1166			34/3	0	38
1167			33/4C	0	14
1168			33/4B	0	09
1169			33/2	0	30
1170			32/10	0	08
1171			27/3F	0	02
1172			27/3E	0	10
1173			27/3D	0	02
1174			27/3C	0	02
1175			27/3B	0	14
1176			27/3A	0	04
1177			27/1L	0	08
1178			27/2L	0	02
1179			27/1K	0	07
1180			27/1I	0	02
1181			27/1J	0	06
1182			27/1G	0	02

1183			27/1H	0	05
1184			27/1C	0	12
1185			27/1B	0	11
1186			27/1A	0	03
1187			28/3	0	03
1188			15/5	0	20
1189			15/4	0	09
1190			15/3	0	08
1191			15/2	0	05
1192			15/1	0	16
1193			14/15	0	06
1194			14/11	0	08
1195			14/12	0	09
1196			14/10	0	01
1197			14/9	0	08
1198			14/1D	0	07
1199			14/1C	0	02
1200	31. कोट्टु-92	कोमरड	36/1	0	17
1201			33/1	0	47
1202			32	0	06
1203	32. केमीसीला-77	कोमरड	124/1-B	0	03
1204			124/1-C	0	10
1205			124/1-D	0	04
1206			124/1-E	0	05
1207			124/1-F	0	10
1208			124/1-A	0	10
1209			122/5	0	18
1210			122/4	0	03
1211			122/3	0	19
1212			122/2	0	26

1213			122/1	0	07
1214			118/10	0	07
1215			118/17	0	02
1216			118/11	0	02
1217			118/9	0	06
1218			118/4	0	01
1219			118/6	0	02
1220			118/5-A	0	04
1221			118/5B	0	04
1222			118/1	0	18
1223			117	0	18
1224			119/1	0	06
1225			116/1	0	06
1226			116/2	0	50
1227			111/1	0	20
1228			112	0	66
1229			113	0	02
1230			104/1	0	07
1231			102/1J	0	14
1232			102/1I	0	09
1233			102/1H	0	04
1234			103	0	15
1235	33. लबेसु-115	कोमरड	7	0	36
1236			6/2	0	51
1237			4/1	0	76
1238			2/3	0	01
1239			2/1	0	14
1240			2/2	0	44
1241	34. कोरीसील-5	कोमरड	92/1	0	49
1242			96/2	0	17

1243			93/1	0	04
1244			95/8	0	32
1245			95/6	0	25
1246			95/5	0	15
1247			95/4	0	24
1248			74/3	0	27
1249			74/1	0	27
1250			75	0	11
1251			72	0	03
1252			76/4A	0	28
1253			76/3	0	12
1254			76/2	0	15
1255			71/3A	0	09
1256			71/3B	0	12
1257			71/2	0	19
1258			69/6	0	40
1259			69/5	0	13
1260			69/1	0	17
1261			69/4	0	03
1262			69/2	0	07
1263			63/7	0	06
1264			63/6	0	21
1265			63/5	0	09
1266			63/4	0	04
1267			63/2	0	11
1268			63/1	0	23
1269			62/9	0	03
1270			64/15	0	06
1271			64/12	0	02
1272			64/14	0	02

1273			64/13	0	06
1274			64/10	0	03
1275			64/9	0	02
1276			64/7	0	02
1277			45/6	0	07
1278			45/5	0	08
1279			45/7	0	02
1280			46/6F	0	27
1281			46/6D	0	09
1282			46/1B	0	03
1283			46/6C	0	05
1284			46/6B	0	03
1285			44	0	38
1286			21/6	0	21
1287			21/5	0	05
1288			21/4	0	11
1289			21/3	0	07
1290			21/2	0	15
1291			39/6	0	09
1292			39/5	0	09
1293			39/4	0	13
1294			39/3	0	03
1295			22/3	0	03
1296			22/1	0	09
1297			38	0	83
1298			37/1	0	02
1299			28/4	0	06

1300			28/5A	0	07
1301			28/2F	0	06
1302			28/2G	0	02
1303			1	01	86

[फा. सं. आर-11025(11)/12/2018-ओआर-I/ई-25587]

एस.एस.सिँह, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 11th August, 2025

S.O. 1469.—Whereas, by the notification of the Government of India in the Ministry of Petroleum and Natural Gas, number S.O. 135(E) dated the 27th January, 2025, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as "the said Act"), and published in the Weekly Gazette of India dated January 26 – February 1, 2025, the Central Government declared its intention to acquire the Right of User in the land specified in the Schedule appended to that notification, for the purpose of laying a pipeline for transportation of petroleum products from Visakha (Andhra Pradesh) to Raipur (Chhattisgarh) in the State of Andhra Pradesh by Hindustan Petroleum Corporation Limited;

And whereas copies of the said Weekly Gazette notification were made available to the public on 28th April, 2025;

And whereas the Competent Authority has, under sub-section (1) of section 6 of the said Act, submitted his report to the Central Government;

And whereas the Central Government, after considering the said report and being satisfied that the said land is required for the purpose of laying the said pipeline, has decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedule appended to this notification is acquired for the purpose of laying the said pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of this declaration, in Hindustan Petroleum Corporation Limited, free from all encumbrances;

Hindustan Petroleum Corporation Limited shall be exclusively liable for any compensation in terms of Section 10 of the said Act;

Further, in accordance with Section 13 of the said Act, no suit, claim, or legal proceeding shall lie against the Central Government in respect of any matter relating to the said pipeline.

SCHEDULE

District: Parvathipuram Manyam			**State: Andhra Pradesh**		
Sl. No.	**Name of Village**	**Name of Mandal**	**Survey No.**	**Area**	
				Acres	**Cents**
1	**2**	**3**	**4**	**5**	**6**
1	1. Subhadra-28	Balijipeta	109	0	03
2			110/35	0	09
3			110/31	0	07
4			110/32	0	16

5			110/33	0	02
6			110/22	0	11
7			110/21	0	04
8			110/16	0	09
9			110/15	0	02
10			110/14	0	09
11			110/13	0	03
12			110/12	0	09
13			110/1	0	07
14			111/21	0	05
15			111/22	0	07
16			111/17	0	02
17			111/19	0	04
18			111/18	0	05
19			111/13	0	08
20			111/15	0	01
21			111/14	0	02
22			111/12	0	04
23			111/11	0	02
24			111/1	0	02
25			101/29	0	06
26			101/30	0	07
27			101/27	0	01
28			101/31	0	04
29			101/13	0	07
30			101/12	0	02
31			101/7	0	02
32			101/6	0	02
33			101/5	0	06
34			96/11	0	08
35			96/12	0	06
36			96/18	0	02
37			96/17	0	04
38			96/16	0	02
39			96/21	0	04
40			96/22	0	05
41			96/24	0	02
42			96/23	0	04
43			71/14	0	05
44			71/16	0	02

45			71/15	0	05
46			71/10	0	04
47			71/11	0	04
48			71/7	0	04
49			71/8	0	02
50			71/1B	0	13
51			71/2	0	08
52			68	0	08
53			67/5	0	02
54			67/6	0	09
55			67/7	0	05
56			67/9	0	07
57			67/10	0	05
58			67/11	0	06
59			66	0	11
60			60/5	0	06
61			60/6	0	08
62			60/7	0	02
63			60/8	0	01
64			60/3	0	11
65			60/2	0	03
66			59/17	0	07
67			59/16	0	02
68			59/18	0	01
69			59/15	0	07
70			59/14	0	15
71			58/30	0	11
72			58/21	0	02
73			58/29	0	02
74			58/22	0	07
75			58/28	0	01
76			58/27	0	11
77			58/23	0	01
78			58/24	0	05
79			58/26	0	06
80			55/14	0	05
81			55/13	0	05
82			55/12	0	03
83			55/10	0	17
84			55/3	0	07

85			55/2	0	08
86			55/1	0	07
87			54/6	0	14
88			54/5	0	01
89			23/1	0	09
90			22/4	0	02
91	2. Sivarampuram-34	Balijipeta	46/16	0	14
92			46/15	0	09
93			46/13	0	05
94			46/14	0	07
95			46/4	0	16
96			46/3	0	04
97			46/5	0	02
98			46/2	0	05
99			46/1	0	06
100			45/3	0	02
101			45/2	0	08
102			45/1	0	09
103			43/21	0	08
104			43/22	0	01
105			42/12	0	09
106			42/24	0	38
107			42/8	0	24
108			42/2	0	04
109			41/19	0	05
110			41/18	0	06
111			41/17	0	07
112			41/16	0	02
113			41/14	0	01
114			41/13	0	02
115			41/12	0	02
116			41/11	0	04
117			41/10	0	07
118			41/6	0	06
119			41/3	0	09
120			41/2	0	11
121			40/2	0	02
122			40/3	0	07
123			40/4	0	32
124			39	0	12

125			5/8	0	09
126			5/9	0	06
127			5/10	0	06
128			4/3	0	07
129			4/2	0	08
130			4/1	0	09
131	3. Panukuvalasa-33	Balijipeta	124/17	0	02
132			124/16	0	01
133			125/15	0	05
134			125/14	0	06
135			125/13	0	06
136			125/12	0	12
137			125/18	0	03
138			125/11	0	04
139			125/9	0	06
140			125/8	0	08
141			125/7	0	03
142			125/6	0	02
143			125/5	0	14
144			125/4	0	08
145			128/25A	0	38
146			128/23B	0	05
147			128/23A	0	06
148			127/3	0	02
149			127/4	0	02
150			127/11	0	02
151			127/10	0	04
152			127/5	0	09
153			127/7	0	02
154			127/6	0	05
155			157/3	0	04
156			157/2	0	09
157			157/1	0	25
158			157/9	0	02
159			156/14	0	07
160			156/13	0	06
161			156/6	0	02
162			156/3	0	07
163			156/4	0	13
164			156/8	0	01

165			151/5	0	02
166			151/4	0	08
167			151/1	0	15
168			151/2	0	04
169			155	0	04
170			152/3	0	13
171			152/1	0	10
172			153/5	0	35
173			153/4	0	27
174			141	0	09
175			148	0	02
176			147/5	0	08
177			147/4	0	05
178			147/3	0	02
179			146/16	0	02
180			146/13	0	07
181			146/14	0	02
182			146/12	0	05
183			146/15	0	02
184			146/11	0	04
185			146/1	0	02
186			146/2	0	07
187			146/4	0	05
188			146/6	0	01
189			146/5	0	07
190			145/26	0	02
191	4. Arasada-35	Balijipeta	164/1	0	02
192			163/15	0	05
193			163/14	0	02
194			163/13	0	02
195			163/16	0	02
196			163/17	0	06
197			163/9	0	01
198			163/8	0	02
199			163/7	0	03
200			163/6	0	02
201			163/10	0	06
202			163/4	0	02
203			163/2	0	02
204			163/3	0	09

205			162/17	0	02
206			162/15	0	30
207			162/14	0	17
208			162/13	0	04
209			162/7	0	16
210			161/20	0	06
211			161/19	0	06
212			161/14	0	06
213			161/12	0	08
214			161/11	0	11
215			161/9	0	06
216			161/10	0	06
217			158/10	0	14
218			158/13	0	05
219			158/14	0	06
220			158/12	0	02
221			157/8	0	03
222			157/7A	0	06
223			157/6	0	06
224			157/1	0	12
225			157/5	0	02
226			35/7	0	17
227			35/8	0	02
228			35/9	0	14
229			36/20	0	03
230			36/19	0	07
231			36/21	0	03
232			36/23	0	04
233			113/6	0	18
234			113/7	0	11
235			113/3	0	03
236			113/8	0	04
237			113/9	0	06
238			113/1	0	08
239			113/12	0	05
240			113/13	0	03
241			113/14	0	08
242			112/18	0	05
243			112/20	0	02
244			112/19	0	07

245			112/16	0	09
246			112/15	0	05
247			110/1	0	07
248			111/4	0	19
249			111/3	0	01
250			111/8	0	05
251			111/9	0	14
252			111/15	0	02
253			111/16	0	05
254			111/17	0	06
255			111/18	0	07
256			107/3	0	02
257			107/1	0	14
258			103/18	0	01
259			103/19	0	06
260			103/23	0	11
261			104/17	0	02
262			104/6	0	08
263			104/7	0	11
264			104/15	0	01
265			104/8	0	08
266			104/9	0	02
267			104/4	0	02
268			104/14	0	01
269			104/10	0	07
270			99	0	05
271			95/2	0	12
272			95/3	0	02
273			95/4	0	07
274			95/6	0	08
275			95/7	0	02
276			96/3	0	25
277			97/7	0	04
278			97/4	0	03
279			97/3	0	15
280			97/1	0	15
281			88/12	0	17
282			88/13	0	11
283			88/14	0	01
284			88/9	0	16

285			88/4	0	04
286			89/6	0	07
287			89/5	0	07
288			89/4	0	04
289			89/3	0	05
290			89/2	0	08
291			89/12	0	02
292			89/1	0	25
293			70/15	0	09
294			70/12	0	09
295			70/11	0	07
296			70/10	0	02
297			70/9	0	02
298			70/8	0	02
299			70/6	0	02
300			72/25	0	02
301			72/24	0	04
302			72/2	0	16
303			72/1	0	09
304			72/3	0	03
305			71	0	41
306	5. Ajjada-32	Balijipeta	278/1	0	28
307			275	0	04
308			246/12	0	13
309			246/9	0	24
310			246/8	0	01
311			246/7	0	20
312			246/5	0	01
313			245/17	0	07
314			245/16	0	05
315			245/15	0	08
316			245/14	0	04
317			245/12	0	20
318			244	0	38
319			233/6	0	56
320			229/2	0	83
321			224	0	69
322			220	0	07
323			218	0	40
324			218/A	0	01

325			192/12	0	19
326			192/11	0	04
327			192/10	0	05
328			192/8	0	05
329			192/7	0	02
330			192/5	0	16
331			192/6	0	03
332			189/4	0	06
333			189/3	0	06
334			189/2	0	32
335			185/4	0	06
336			185/5	0	02
337			185/6	0	20
338			185/17	0	01
339			185/7	0	07
340			185/8	0	06
341			185/9	0	11
342			185/10	0	01
343			185/1	0	12
344			185/11	0	01
345			183/1	0	66
346	6. Ravipalle-109	Garugubilli	243/2	0	02
347	7. Pedduru-86	Garugubilli	173/28	0	04
348			175/12	0	18
349			175/11	0	18
350			175/10	0	08
351			175/9	0	12
352			175/8	0	19
353			176/1	0	62
354			178	0	16
355			186/8	0	02
356			186/9	0	11
357			186/7	0	01
358			187/30	0	06
359			187/29	0	19
360			187/14	0	03
361			187/13	0	07
362			187/9	0	19
363			187/8	0	04
364			187/5	0	03

365			187/3	0	04
366			187/4	0	03
367			188/5	0	02
368			188/4	0	06
369			188/2	0	09
370			188/1	0	11
371			37/6	0	04
372			36/12	0	13
373			36/10	0	12
374			36/9	0	01
375			36/8	0	14
376			76/10	0	09
377			76/8	0	11
378			76/9	0	09
379			82	0	02
380			75	0	05
381			72/1A	0	32
382			43/2	0	06
383			43/3	0	06
384			43/5	0	81
385			44/14	0	05
386			44/11	0	10
387			44/12	0	03
388			44/10	0	06
389			44/9	0	08
390			44/8	0	08
391			69/2I	0	06
392			69/2G	0	06
393			69/2E	0	07
394			69/2D	0	07
395			69/2A	0	13
396			67/4D	0	11
397			67/4C	0	07
398			67/4B	0	13
399			67/2	0	21
400			66	0	04
401	8. Sivarampuram Pedduru Dari-107	Garugubilli	200/5	0	16
402			200/6	0	15
403			201/5	0	08

404			201/4	0	14
405			201/6	0	02
406			201/3	0	09
407			201/2	0	03
408			201/1	0	03
409			202/7	0	06
410			202/6	0	07
411			202/5	0	17
412			227/21	0	06
413			227/20	0	07
414			227/19	0	14
415			228	0	32
416			226/3	0	01
417			226/2	0	02
418			225	0	03
419			219/16	0	02
420	9. Sivvam-108	Garugubilli	221/11	0	08
421			221/10	0	08
422			221/8	0	03
423			221/9	0	12
424			221/4	0	03
425			221/3	0	02
426			221/2	0	09
427			221/1	0	08
428			220/21	0	07
429			220/18	0	08
430			220/17	0	04
431			220/16	0	04
432			220/6	0	05
433			220/5	0	04
434			220/4	0	04
435			220/3	0	03
436			220/2	0	06
437			220/1	0	07
438			219/16	0	02
439			219/17	0	17
440			219/14	0	01
441			219/13	0	21
442			219/23	0	03
443			219/4	0	15

444			219/2	0	05
445			219/1	0	01
446			77/5	0	14
447			77/4	0	01
448			77/12	0	17
449			76/13	0	15
450			76/11	0	01
451			76/12	0	02
452			76/10	0	02
453			76/14	0	15
454			76/5	0	11
455			76/4	0	07
456			76/15	0	05
457			75/3	0	17
458			75/2	0	14
459			75/1	0	22
460	10. Polinaiduvalasa-106	Garugubilli	275/3	0	11
461			275/5	0	05
462			274/2	0	22
463			274/1	0	02
464			273/8	0	23
465			273/7	0	26
466			273/6	0	24
467			273/4	0	12
468			273/3	0	02
469			308/5	0	02
470			266	1	32
471			307/7	0	18
472			307/6	0	03
473			307/8	0	04
474			307/11	0	02
475			307/10	0	03
476			307/12	0	04
477			307/15	0	03
478			307/13	0	03
479			238/13	0	06
480			238/12	0	06
481			238/8	0	05
482			238/7	0	06
483			238/1	0	03

484			306/9	0	01
485			306/8	0	08
486			306/6	0	10
487			306/5	0	01
488			306/7	0	01
489			236/16	0	09
490			236/14	0	11
491			236/9	0	02
492			236/11	0	04
493			236/10	0	06
494			236/12	0	01
495			236/2	0	11
496			236/1	0	02
497	11. Gottivalasa-103	Garugubilli	189/16	0	04
498			189/5	0	23
499			188/13	0	05
500			188/12	0	06
501			155/24	0	09
502			155/23	0	03
503			155/13	0	02
504			155/12	0	13
505			155/11	0	05
506			155/2	0	06
507			187/17	0	02
508			187/15	0	02
509			187/14	0	13
510			187/13	0	02
511			187/11	0	05
512			187/6	0	06
513			187/7	0	08
514			187/2	0	04
515			187/8	0	02
516			187/1	0	11
517			157/14	0	02
518			158/7C	0	12
519			158/7B	0	13
520			158/6	0	05
521			158/4A	0	05
522			158/5	0	07
523			158/4B	0	06

524			158/2B	0	02
525			159/24	0	08
526			159/23	0	01
527			159/22	0	03
528			159/17	0	01
529			159/18	0	13
530			159/14	0	02
531			160/16	0	02
532			160/15	0	01
533			160/14	0	15
534			160/13	0	05
535			160/11	0	04
536			160/10	0	14
537			161/15	0	02
538			161/5	0	05
539			161/4	0	06
540			161/6	0	01
541			161/3	0	13
542			161/1	0	05
543			163/4	0	03
544			163/3	0	11
545			163/2	0	04
546			163/1	0	28
547			162/16	0	03
548			162/15	0	05
549			162/14	0	06
550			162/13	0	08
551			162/9	0	07
552			162/10	0	02
553			162/7	0	04
554			162/6	0	05
555			162/3	0	05
556			162/1	0	11
557			172	0	04
558			171	0	12
559			170/1	0	21
560			173/4	0	58
561	12. Sambannavalasa-35	Garugubilli	90/1	0	55
562			90/1P	0	14
563			63/2	0	03

564			63/3	0	23
565			63/4	0	15
566			65/2	0	05
567			65/1	0	08
568			64/2	0	02
569			59/20	0	05
570			59/22B	0	03
571			59/22A	0	04
572			59/21	0	09
573			59/17	0	02
574			59/14	0	02
575			66/10	0	05
576			66/9A	0	06
577			66/8	0	02
578			66/1A	0	11
579			58/19	0	04
580			58/13	0	13
581			58/12	0	03
582			55/1	0	06
583			56/1	0	02
584			54/2	0	04
585			54/19	0	06
586			54/3	0	03
587			53	0	06
588			52/3	0	11
589			52/5	0	01
590			52/4	0	17
591			52/2	0	12
592			50/2	0	12
593			50/1	0	09
594			49	0	26
595			48	0	25
596	13. Naguru-113	Garugubilli	128	0	25
597			116/5	0	10
598			116/7	0	02
599			116/6	0	22
600			120/2A	0	24
601			117/9	0	05
602			117/3	0	33
603			112	0	51

604			110/1	0	11
605			107/3	0	38
606			107/2	0	02
607			105/19	0	02
608			105/17A	0	16
609			105/18	0	09
610			105/15A	0	01
611			105/13	0	01
612			105/14	0	11
613			105/6A	0	06
614			105/5A	0	07
615			105/4A	0	08
616			105/3A	0	06
617			105/2A	0	02
618			106/3	0	18
619			94/17	0	07
620			94/5	0	03
621			94/4	0	02
622			94/3	0	04
623			94/1	0	05
624	14. Santhoshapuram-102	Garugubilli	158/2	0	02
625			158/1	0	29
626			79/5	0	01
627			79/4	0	11
628			79/3	0	08
629			79/7	0	15
630			79/10	0	09
631			79/9	0	16
632			79/17	0	02
633			78/1	0	07
634			78/2	0	03
635			76/5	0	32
636			76/30	0	02
637			76/29	0	01
638			76/23	0	16
639			76/22	0	02
640			76/24	0	01
641			76/19	0	12
642			76/3	0	14

643			75/3	0	23
644			75/2	0	14
645			73	0	24
646			72/6	0	15
647			67/10	0	18
648			67/9	0	05
649			67/8	0	01
650			67/6	0	21
651			67/5	0	02
652			68/16	0	06
653			68/12	0	11
654			68/11	0	17
655			51/18	0	06
656			51/15	0	03
657			51/17	0	02
658			51/16	0	14
659			51/25	0	04
660			51/13	0	03
661			51/6	0	07
662			51/7	0	14
663			51/8	0	02
664			51/3	0	11
665			51/2	0	08
666			51/1	0	06
667			46/1	0	06
668			47/17	0	06
669			47/15	0	03
670			47/7	0	43
671			47/6	0	04
672			47/5	0	30
673			41/1	0	30
674			41/2	0	26
675			41/3A	0	42
676	15. Kuduma-72	Jiyyammavalasa	479	0	15
677	16. Gauripuram-84	Jiyyammavalasa	49	0	29
678			44/8B	0	08
679			44/8A	0	11
680			44/4A	0	02
681			44/1F	0	14
682			44/1E	0	07

683			44/1D	0	08
684			43/5G	0	08
685			43/5F	0	04
686			43/5E	0	08
687			43/5D	0	08
688			43/4D	0	14
689			43/4C	0	21
690			43/4E	0	02
691			43/3B	0	07
692			43/2B	0	06
693			43/2A	0	02
694			43/1	0	06
695			42/1A	0	17
696			20/7	0	13
697			20/8	0	09
698			20/9	0	09
699			20/4	0	02
700			20/3	0	08
701			20/11A	0	03
702			19/13A	0	11
703			19/8	0	07
704			19/10	0	02
705			19/9	0	02
706			19/2	0	08
707			18/6B	0	06
708			18/6A	0	06
709			18/5B	0	07
710			18/5A	0	08
711			18/4	0	02
712	17. Gangarajupuram-86	Garugubilli	7/17	0	16
713			7/16	0	13
714			7/11	0	03
715	18. Thotapalle-87	Garugubilli	177/7B	0	01
716			177/8D	0	04
717			177/8C	0	11
718			177/6	0	01
719			176/2	0	17
720			174/11	0	08
721			174/10	0	08
722			174/8	0	08

723			174/7	0	05
724			174/6	0	04
725			174/1	0	39
726			175/5	0	02
727			172/4	0	30
728			172/5	0	02
729			164/8	0	03
730			164/7	0	07
731			164/9	0	11
732			164/3	0	09
733			164/1B	0	08
734			163/5B	0	07
735			163/4B	0	06
736			163/4A	0	04
737			162/4B	0	02
738			162/13A	0	05
739			162/12	0	02
740			162/4A	0	18
741			162/2	0	02
742			162/1	0	07
743			161/3	0	16
744			32/10B	0	07
745			32/11A	0	07
746			32/9B	0	07
747			32/7A	0	08
748			32/4B	0	08
749			32/5A	0	08
750			30/7	0	07
751			30/9	0	11
752			30/6C	0	01
753			30/10	0	24
754			30/3B	0	13
755			22/6	0	02
756			22/5	0	17
757			22/4	0	08
758			22/3	0	04
759			29/14	0	04
760			23/22	0	05
761			23/19	0	07
762			23/21	0	02

763			23/20	0	13
764			23/15	0	02
765			23/16	0	05
766			23/14	0	09
767			23/10	0	01
768			23/13	0	06
769			25/15	0	05
770			25/14	0	12
771			25/13	0	01
772			25/3	0	02
773			25/4	0	13
774			25/2	0	15
775			12/11	0	09
776			12/6B	0	11
777			12/10	0	07
778			12/5B	0	13
779			12/1C	0	02
780			11/11B	0	08
781			11/10	0	30
782			10/18	0	08
783			10/16	0	05
784			10/17	0	03
785			10/1	0	20
786			10/15	0	02
787			10/6	0	02
788			10/4	0	03
789			10/3	0	08
790			9/21A	0	11
791			9/11A	0	09
792			9/10A	0	03
793	19. Singanapuram	Jiyyammavalasa	156/19	0	08
794			156/18	0	09
795			156/13C	0	13
796			156/11B	0	16
797			156/9A	0	03
798			156/10A1	0	02
799			156/10A2	0	05
800			156/2B	0	06
801			156/3A	0	09
802			156/4A	0	02

803			156/2A	0	02
804			156/1	0	12
805	20. Chintala Belagam-68	Jiyyammavalasa	74/14B	0	05
806			74/14	0	03
807			74/13	0	02
808			74/12	0	08
809			74/10C	0	02
810			74/10B	0	05
811			74/10A	0	08
812			74/4	0	04
813			74/3	0	14
814			74/1	0	08
815			74/2	0	06
816			72/20	0	02
817			72/19	0	07
818			72/11B	0	01
819			72/12	0	08
820			72/13	0	11
821			72/9B	0	08
822			72/9A	0	01
823			72/8	0	06
824			72/3	0	13
825			72/2	0	01
826			72/1B	0	12
827			72/1A	0	08
828			71/6	0	09
829			71/4C	0	01
830			71/4B	0	05
831			71/4A	0	13
832			56/13	0	01
833			56/12	0	12
834			56/11	0	15
835			56/5	0	01
836			56/2	0	08
837			56/3	0	01
838			55	0	08
839			54/9	0	02
840			54/8	0	18
841			54/6	0	15

842			54/3	0	20
843			54/2	0	25
844			53	0	41
845	21. Gijaba-77	Garugubilli	86/8	0	02
846			86/7	0	02
847			86/6	0	01
848	22. Makhana Haripuram	Jiyyammavalasa	120/6F	0	02
849			120/6G	0	05
850			120/9	0	28
851			121/13A	0	01
852			121/12	0	12
853			121/4	0	06
854			121/5	0	14
855			121/6	0	15
856			121/8	0	21
857			89/5	0	24
858			89/3	0	11
859			89/4A	0	05
860			89/2	0	08
861			89/1	0	03
862			88/3	0	02
863			88/2	0	11
864			88/1B	0	07
865			88/1A	0	18
866			80/12	0	14
867			80/11E	0	01
868			79/2H	0	14
869			79/2G	0	04
870			79/1H	0	04
871			79/1G	0	08
872			79/1F	0	06
873			79/1E	0	05
874			79/1D	0	03
875			79/1C	0	04
876			79/1B	0	04
877			79/1A	0	04
878	23. Basangi-76	Jiyyammavalasa	85/8	0	05
879			85/7	0	29
880			85/10	0	03
881			85/11	0	03

882			85/14	0	14
883			86/15	0	06
884			86/12	0	05
885			86/14	0	01
886			86/7	0	04
887			86/13	0	01
888			86/5	0	02
889			86/6	0	01
890			112/15A	0	01
891			112/14	0	13
892			110/14	0	06
893			110/12	0	06
894			110/13	0	18
895			111/6	0	20
896			111/2	0	09
897			111/3	0	02
898			111/1	0	18
899			107/12	0	13
900			107/11	0	05
901			107/10	0	06
902			107/7	0	06
903			107/6	0	03
904			107/3	0	04
905			94/1	0	30
906			97/1B	0	14
907			97/2A	0	06
908			97/6	0	19
909			97/3	0	02
910	24. Gourammapeta-34	Jiyyammavalasa	85/2	0	11
911			86/7	0	15
912			86/3	0	07
913			86/2	0	26
914			86/1	0	02
915			84/5	0	34
916			72/10B	0	08
917			72/9	0	09
918			72/8	0	12
919			72/6	0	17
920			72/7	0	08
921			72/2	0	17

922			72/1	0	08
923			74/12	0	03
924			70/7D	0	08
925			70/7C	0	07
926			70/7A	0	13
927			70/6A	0	14
928			70/5	0	13
929			23/18	0	03
930			23/16	0	03
931			23/6	0	17
932			23/5	0	30
933			19/12	0	01
934			19/11	0	18
935			19/8	0	01
936			19/9	0	16
937			19/10	0	05
938			19/1	0	13
939			18/5	0	04
940			18/9	0	04
941			18/6	0	08
942			18/7	0	15
943			18/8	0	02
944			18/1	0	01
945			17	0	16
946	25. Bhatlabhadra-27	Jiyyammavalasa	75/7	0	17
947			75/5	0	05
948			75/4	0	13
949			75/3	0	08
950			75/2	0	02
951			75/1	0	06
952			76/1	0	50
953			111/5	0	18
954			111/1B	0	07
955			77/2	0	26
956			110/3	0	08
957			78/3	0	34
958			79	0	06
959			82/5	0	01
960			82/1	0	37
961			82/4	0	04

962			89	0	17
963			88/5	0	23
964			88/6	0	01
965			88/3	0	17
966			88/1	0	22
967			87/15C	0	39
968			87/16	0	01
969			87/15B	0	13
970			87/13	0	23
971			87/14	0	03
972			92/4	0	06
973			92/5B	0	09
974			92/3	0	09
975			93/3	0	25
976			94/2	0	09
977			94/1C	0	09
978			94/1D	0	02
979			94/1B	0	07
980			94/1A	0	12
981			7	0	04
982			95/9	0	02
983			6/2	0	27
984			6/2A1	0	36
985			6/1	0	04
986			5/1	0	02
987	26. Kitsada-14	Kurupam	90/1	0	47
988			89/7A	0	12
989			89/5	0	07
990			89/4	0	07
991			89/3	0	12
992			89/2	0	12
993			87/2B	0	24
994			87/2A	0	17
995			86/3D	0	03
996			86/4D	0	08
997			86/4C	0	11
998			86/4B	0	05
999			86/3C	0	03
1000			86/3B	0	11
1001			86/4A	0	03

1002			84/6B	0	05
1003			84/6C	0	08
1004			84/5A	0	20
1005			84/5B	0	02
1006			84/4C	0	05
1007			84/1	0	04
1008			79/2	0	18
1009			81/3	0	26
1010			81/2	0	02
1011			81/1	0	02
1012			82/1E	0	12
1013			82/1D	0	20
1014			83/3	0	06
1015			83/2B	0	06
1016			83/2A	0	28
1017			83/1	0	18
1018	27. Dalayipeta-25	Komarada	143	0	10
1019			142/2	0	33
1020			141/3	0	30
1021			141/2	0	11
1022			140/7	0	21
1023			140/4	0	02
1024			140/3	0	12
1025			115/2	0	14
1026			115/1	0	01
1027			114	0	32
1028			113/9A	0	24
1029			112/9B	0	01
1030			112/7	0	06
1031			112/6	0	04
1032			112/5B	0	15
1033			112/3	0	15
1034			49	0	06
1035			50	0	15
1036			110/1A	0	04
1037			110/2	0	09
1038			108/2B	0	10
1039			108/1B	0	06
1040			108/5G	0	03
1041			108/5F	0	02

1042			108/5E	0	04
1043			108/5D	0	03
1044			108/5C	0	05
1045			108/5B	0	04
1046			108/5A	0	04
1047			107	1	11
1048			73	0	18
1049			74/2G	0	11
1050			74/2F	0	12
1051			74/2E	0	15
1052			74/2B	0	13
1053			74/1	0	09
1054			76/2	0	38
1055			78/3	0	16
1056			78/2	0	16
1057			78/1	0	17
1058			79/2	0	17
1059			80/2	0	30
1060			81	0	17
1061			81/A	0	08
1062			82/2B	0	13
1063			82/1	0	14
1064			83/1	0	13
1065			83/2	0	15
1066			83/3	0	04
1067			83/5	0	13
1068			85/2	0	17
1069			86/3	0	13
1070			88/4J	0	13
1071			88/4E	0	13
1072			88/4C	0	15
1073			88/4B	0	07
1074			88/4A	0	12
1075			88/1	0	16
1076			87/4C	0	04
1077	28. Madalangi-15	Komarada	128/2A	0	07
1078			128/1H	0	08
1079			128/1G	0	05
1080			128/1F	0	16
1081			127/9A	0	06

1082			127/9B	0	06
1083			127/8	0	14
1084			127/7	0	02
1085			127/5A	0	09
1086			126/1J	0	02
1087			126/1I	0	08
1088			126/1H	0	13
1089			126/1G	0	22
1090			123/2	0	08
1091			123/2A	0	08
1092			123/1	0	23
1093			122/11	0	14
1094	29. Thodumu-105	Komarada	124/11	0	09
1095			124/10	0	02
1096			124/8	0	08
1097			124/7	0	13
1098			122/6	0	05
1099			122/7	0	05
1100			122/5	0	11
1101			122/1	0	06
1102			122/3	0	09
1103			122/2	0	12
1104			120/3	0	25
1105			120/2	0	27
1106			119/8	0	02
1107			119/7	0	04
1108			119/6	0	04
1109			119/1	0	04
1110			117/4	0	05
1111			117/5	0	05
1112			117/7	0	19
1113			117/6	0	02
1114			117/16	0	04
1115			116/13	0	19
1116			116/11	0	01
1117			116/10	0	11
1118			114	0	05
1119			113/1	0	39
1120			111/9	0	01
1121			111/6	0	26

1122			111/5	0	11
1123			98	0	04
1124			95/7	0	24
1125			95/5	0	02
1126			95/6	0	06
1127			94/11	0	04
1128			94/5	0	04
1129			94/4	0	05
1130			94/3	0	13
1131			94/2	0	02
1132			92/9	0	06
1133			92/5	0	12
1134			92/6	0	12
1135			92/3	0	12
1136			92/2	0	02
1137			92/1	0	10
1138			89/5	0	13
1139			90/13	0	38
1140			87/5	0	41
1141			87/2	0	01
1142			87/1	0	11
1143	30. Rayapuram-15	Komarada	81	0	46
1144			63/10C	0	02
1145			63/10B	0	17
1146			63/10A	0	02
1147			63/8	0	05
1148			63/7	0	07
1149			63/2	0	02
1150			65/3J	0	17
1151			65/3I	0	06
1152			65/3H	0	08
1153			65/3G	0	08
1154			65/3F	0	09
1155			65/3E	0	02
1156			65/2	0	05
1157			65/1C	0	19
1158			65/1A	0	08
1159			60	0	04
1160			59/2	0	03
1161			59/1	0	18

1162			58/3B	0	03
1163			36/1K	0	14
1164			35/7	0	20
1165			35/6	0	01
1166			34/3	0	38
1167			33/4C	0	14
1168			33/4B	0	09
1169			33/2	0	30
1170			32/10	0	08
1171			27/3F	0	02
1172			27/3E	0	10
1173			27/3D	0	02
1174			27/3C	0	02
1175			27/3B	0	14
1176			27/3A	0	04
1177			27/1L	0	08
1178			27/2L	0	02
1179			27/1K	0	07
1180			27/1I	0	02
1181			27/1J	0	06
1182			27/1G	0	02
1183			27/1H	0	05
1184			27/1C	0	12
1185			27/1B	0	11
1186			27/1A	0	03
1187			28/3	0	03
1188			15/5	0	20
1189			15/4	0	09
1190			15/3	0	08
1191			15/2	0	05
1192			15/1	0	16
1193			14/15	0	06
1194			14/11	0	08
1195			14/12	0	09
1196			14/10	0	01
1197			14/9	0	08
1198			14/1D	0	07
1199			14/1C	0	02
1200	31. Kottu-92	Komarada	36/1	0	17
1201			33/1	0	47

1202			32	0	06
1203	32. Kemisila-77	Komarada	124/1-B	0	03
1204			124/1-C	0	10
1205			124/1-D	0	04
1206			124/1-E	0	05
1207			124/1-F	0	10
1208			124/1-A	0	10
1209			122/5	0	18
1210			122/4	0	03
1211			122/3	0	19
1212			122/2	0	26
1213			122/1	0	07
1214			118/10	0	07
1215			118/17	0	02
1216			118/11	0	02
1217			118/9	0	06
1218			118/4	0	01
1219			118/6	0	02
1220			118/5-A	0	04
1221			118/5B	0	04
1222			118/1	0	18
1223			117	0	18
1224			119/1	0	06
1225			116/1	0	06
1226			116/2	0	50
1227			111/1	0	20
1228			112	0	66
1229			113	0	02
1230			104/1	0	07
1231			102/1J	0	14
1232			102/1I	0	09
1233			102/1H	0	04
1234			103	0	15
1235	33. Labesu-115	Komarada	7	0	36
1236			6/2	0	51
1237			4/1	0	76
1238			2/3	0	01
1239			2/1	0	14
1240			2/2	0	44
1241	34. Korisila-5	Komarada	92/1	0	49

1242			96/2	0	17
1243			93/1	0	04
1244			95/8	0	32
1245			95/6	0	25
1246			95/5	0	15
1247			95/4	0	24
1248			74/3	0	27
1249			74/1	0	27
1250			75	0	11
1251			72	0	03
1252			76/4A	0	28
1253			76/3	0	12
1254			76/2	0	15
1255			71/3A	0	09
1256			71/3B	0	12
1257			71/2	0	19
1258			69/6	0	40
1259			69/5	0	13
1260			69/1	0	17
1261			69/4	0	03
1262			69/2	0	07
1263			63/7	0	06
1264			63/6	0	21
1265			63/5	0	09
1266			63/4	0	04
1267			63/2	0	11
1268			63/1	0	23
1269			62/9	0	03
1270			64/15	0	06
1271			64/12	0	02
1272			64/14	0	02
1273			64/13	0	06
1274			64/10	0	03
1275			64/9	0	02
1276			64/7	0	02
1277			45/6	0	07
1278			45/5	0	08
1279			45/7	0	02
1280			46/6F	0	27
1281			46/6D	0	09

1282			46/1B	0	03
1283			46/6C	0	05
1284			46/6B	0	03
1285			44	0	38
1286			21/6	0	21
1287			21/5	0	05
1288			21/4	0	11
1289			21/3	0	07
1290			21/2	0	15
1291			39/6	0	09
1292			39/5	0	09
1293			39/4	0	13
1294			39/3	0	03
1295			22/3	0	03
1296			22/1	0	09
1297			38	0	83
1298			37/1	0	02
1299			28/4	0	06
1300			28/5A	0	07
1301			28/2F	0	06
1302			28/2G	0	02
1303			1	01	86

[F. No. R-11025(11)/12/2018-OR-I/E-25587]

S. S. SINGH, Under Secy.

श्रम और रोजगार मंत्रालय

नई दिल्ली, 18 जुलाई, 2025

का.आ. 1470.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी सी सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय**, धनबाद-I,के पंचाट **(संदर्भ संख्या 45/2003)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **14/07/2025** को प्राप्त हुआ था।

[सं. एल 20012/441/2000- आई.आर.(**सी.एम-I**)]

मणिकंदन.एन, उप निदेशक

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 18th July, 2025

S.O. 1470.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 45/2003*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen** received by the Central Government on 18***/07/2025.***

[No. L-20012/441/2000– IR (CM-I)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

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

Reference Case No. 45/2003

Employer in relation to the management of Bastacolla Area of M/s. BCCL, Dhanbad.

AND.

Their workman.

Present: **Shri Sachindra Kumar Pandey**

Presiding Officer

Appearances:

For the Employers :- Sri Sri N. Nath, O.S. Legal (HQ).

For the workman. :- None.

State : Jharkhand. Industry:-Coal

Dated 02/07/2025

AWARD.

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947),Government Of India through the Ministry of Labour, vide its Order No.L-20012/441/2000-IR(C-I) dated 29/05/2003 has been pleased to refer the following dispute between the employer i.e. management of Bastacolla Area of M/s. BCCL and their workman through Central Secretary, Bihar Colliery Kamgar Union, Dhanbad for adjudication by this Tribunal:

SCHEDULE

"क्या बिहार कोलियरी कामगार यूनियन की भारत कोकिंग कोल लिमिटेड, बस्ताकोला क्षेत्र के प्रबंधतंत्र से माँग कि श्री गुद्दू पासवान एवं सूची में दिए गए अन्य 175 कर्मकारों को नियमित किया जाये उचित एवं न्यायसंगत है? यदि हाँ तो कर्मकार किस राहत के पात्र हैं तथा किस तारीख से?"

LIST OF THE WORKMEN

1. Guddu Paswan	**2. Badri Bhuia**
3. Narendra Bhuia	**4. Shankar Bhuia**
5. Suresh Bhuia	**6. Dinesh Bhuia**
7. Sanjay Burma	**8. Ganesh Bagti**
9. Shankar Saw	**10. Arjun Nishad**
11. Sunil Bouri	**12. Suraj Bouri**
13. Mahendra Prasad	**14. Bhagirath Modi**
15. Gobardhan Turi	**16. Madan Bouri**
17. Naresh Nishad	**18. Mustaq Alam**
19. Sarju Bhuia	**20. Ramu Bhuia**
21. Mahesh Bhuia	**22. Chamanlal Bhuia**
23. Basudeo Bhuia	**24. Kartik Bhuia**
25. Umesh Bhuia	**26. Jagarnath Bhuia**
27. Surendra Burma	**28. Lakshman Bhuia**
29. Rajesh Kumar Bouri	**30. Bharat Bhuia**
31. Inder Nishad	**32. Narayan Bhuia**
33. Ganesh Bhuia	**34. Bijoy Bhuia**

35. Sanichar Bhuia
36. Ramchandra Nishad
37. Sarju Bhuia 2 No.
38. Dilip Mandal
39. Maksudan Nishad
40. Sikandar Rajak
41. Satendra Mahato
42. Badri Pasi
43. Illegible
44. Sonu Turi
45. Manik Bouri
46. Madhu Mallik
47. Babu Khan
48. Illegible
49. Illegible
50. Parsuran Beldar
51. Bhola Nishad
52. Illegible
53. Harsu Bhuia
54. Bala Bouri
55. Suresh Paswan
56. Jaimurat Paswan
57. Illegible
58. Uttam Bouri
59. Mahabir Roy
60. Rajdip Saw
61. Sudama Bouri
62. Jagdish Bhuia 2 No.
63. Bulla Bhuia
64. Rajesh Kumar
65. Ram Modi
66. Jagdish Modi
67. Subhash Bouri
68. Hema Bouri
69. Ganesh Bouri
70. Ram Pado Rajwar
71. Ramji Singh
72. Kalipada Bouri
73. Suresh Bhuia No.1
74. Mandhan Bhuia
75. Ganesh Bhuia 1 No.
76. Sanjit Rawani
77. Bullet Bhuia
78. Prakash Kumar
79. Jhalar Kewat
80. Raju Bouri
81. Dara Bouri
82. Dharmendar Bhuia
83. Ram Prasad Mallick
84. Rajendra Paswan
85. Shiv Shankar Paswan
86. Ajay Kumar Kar
87. Chandreshwar Paswan
88. Shakti Singh
89. Bangali Bhuia
90. Binoy Rawani
91. Ram Sagar Nishad
92. Basanti Bhuini
93. Lilawati Bhuini
94. Gitwa Bhuini
95. Champa Bhuini
96. Shanti Bhuini
97. Saro Bhuini
98. Lakshmi Bhuini
99. Radha Modi
100. Dasi Bourin
101. Champa Bourin
102. Joba Bourin
103. Sulochana Bourin
104. Lagni Dusadhin
105. Badna Turi
106. Koushalya Bhuini
107. Jainun Khatoon
108. Lakshminia Devi
109. Rampati Devi
110. Gitwa Bhuini 2 No.
111. Begni Bhuini
112. Mangli Bhuini
113. Rukmani Devi
114. Illegible
115. Kamli Turin
116. Jagia Bhuini

117. Fulmoni Bagti	**118. Manju Malahin**
119. Manju Bourin	**120. Kali Dasi Bourin**
121. Munia Devi	**122. Lilwa Bhuini 2 No.**
123. Shanti Loharin	**124. Lakhia Loharin**
125. Mangli Roy	**126. Rajmati Devi**
127. Lakshmi Mallahin	**128. Kamla Rawani**
129. Rasona Devi	**130. Lilwa Bhuini No.1**
131. Mina Devi	**132. Uganti Bhuini**
133. Illegible	**134. Suma Bhuini**
135. Asha Saw	**136. Mangli Bhuini No.1**
137. Uma Hari	**138. Lachhwa Devi**
139. Gitwa Bhuini No.1	**140. Rajni Devi**
141. Manju Mishra	**142. Reshma Bhuini**
143. Anarwa Devi	**144. Mina Mallahin**
145. Champa Beldarin	**146. Jaiwanti Bhuini**
147. Sumanti Bhuini	**148. Kaushalya Mallahin**
149. Piwaria Bhuini	**150. Tetri Bhuini**
151. Mahangi Bhuini	**152. Rina Devi**
153. Not available	**154. Not available**
155. Not available	**156. Not available**
157. Not available	**158. Not available**
159. Not available	**160. Not available**
161. Not available	**162. Not available**
163. Asha Bhuini	**164. Pramila Saw**
165. Angira Bhuini	**166. Parwati Degi**
167. Rabindra Kumar	**168. Mahendra Kumar**
169. Jiten Bhuia	**170. Hira Bhuia**
171. Som Nath Nishad	**172. Nand Lal Paswan**
173. Manoj Rawani	**174. Sudhir Bhuia**
175. Dinesh Ram	**176. Ajay Paswan**

2. On receiving order no. L-20012/441/2000-IR(C-I) dated 29/05/2003 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 45 of 2003 was registered on 16.06.2003 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents in support of their claims and the witnesses.

3. After issuance of regd. notice, written statement has been filed by Sri K. Chakraborty, Ld. Advocate on behalf of the workmen. Sri U.N. Lal, Ld. Advocate appeared from the side of the management and filed his letter of authority on 28.08.2003. It further transpires that written statement cum rejoinder has been filed by the management but when the case record was put up after a long gap, registered notices were again sent but the registered post was returned with remarks "अधूरा पता वापस" and thereafter no step was taken from the side of the workmen. Though on 13.06.2025, Sri N. Nath, O.S Legal (HQ) appeared from the side of the management but the workmen never appeared before the Tribunal since 13.02.2006.

4. On perusal of the entire case record it is transpires that the workmen never appeared before this Tribunal for

a period of 19 years which shows that the workmen have lost their interest in this case and therefore, for the ends of justice, this case deserves to be dismissed for non prosecution.

5. Hence,

ORDERED

that this case is hereby dismissed and a "No Dispute Award" be drawn up in respect of the above reference case. Let the copies of Award in duplicate be sent to the Ministry of Labour & Employment, Government of India, New Delhi for information and notification.

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 24 जुलाई, 2025

का.आ. 1471.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय**, हैदराबाद के पंचाट **(पहचान संख्या 37/2015)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **23/07/2025** को प्राप्त हुआ था।

[सं. एल 22012/26/2015- आई.आर.(**सी.एम-II**)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 24th July, 2025

S.O. 1471.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(ID. No. 37/2015)** of the **Central Government Industrial Tribunal-cum-Labour Court, HYDERABAD** as shown in the Annexure, in the industrial dispute between the Management of **S.C.C.Ltd.** and their workmen, received by the Central Government on 23***/07/2025.***

[No. L-22012/26/2015– IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: **Sri IRFAN QAMAR**
Presiding Officer

Dated the 26th day of June, 2025

INDUSTRIAL DISPUTE No. 37/2015

Between:

Sri Jellala Balaiah,

D.No.19-81, Alluri Seetharamanagar,

Ramakrishnapur – 504301.

Mandamarri (M), Adilabad Distt. ….. Petitioner

AND

The General Manager,

M/s. Singareni Collieries Company Ltd.,

Bellampally Area, Goleti Township-504 292.

Adilabad Distt. …. Respondent

Appearances:

For the Petitioner : M/s. A. Sarojana & K. Vasudeva Reddy, Advocates

For the Respondent: Sri Y. Ranjeeth Reddy, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-22012/26/2015– IR(CM.II) dated 18.6.2015 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workman.The reference is,

SCHEDULE

"Whether the action of the General Manager, M/s. Singareni Collieries Company Ltd., Bellampalli Area, Goleti Township (P.O.), Adilabad Distt., in terminating the services of Sri Jellala Balaiah, Ex-Badli Filler, Goleti-1 Inc, SCCo. Ltd., Bellampalli Area with effect from 19.5.2008 is justified or not? If not, to what relief the applicant is entitled for?"

The reference is numbered in this Tribunal as I.D. No.37/2015 and notices were issued to the parties concerned.

2. **The averments made is the claim statement are as follows**:-

It is submitted that Petitioner was appointed as Badli Filler on l6.9.2006 in the Respondent company. It is submitted that from the date of appointment, Petitioner was regular to his duties and performing duties upto the satisfaction of one and all. While the matters stood thus, charge sheet dt.9.2.2008 was issued alleging that he remained absent during the year 2007, as such, it amounts to misconduct under company's standing order No.25.25. Petitioner submitted his explanation dt.4.3.2008. However, without considering any of the submissions made by him, an enquiry was conducted with a predetermined notion, as if Petitioner absented for duties willfully. During the enquiry it was categorically pleaded that, as Petitioner was suffering with ill-health and also as his uncle (Father s brother) passed away, hence he could not be regular to duties. In fact, he was not given any opportunity much less valid in nature. Basing on such lop sided enquiry, enquiry officer held the charges as proved. Thereafter, a show cause notice dt.29/3 1-03-2008, was issued to Petitioner and Petitioner submitted his reply. But, without considering any of the submissions made, basing on the erroneous findings of the enquiry officer, Petitioner was dismissed from service with effect from 19.5.2008 vide office order dt. 17/19.5.2008. It is submitted that during the course of enquiry, Petitioner categorically pleaded his inability to be regular to duty, was only on account of the ill health as well as uncle of the Petitioner passed away during that time. Further, he also pleaded that, he will attend for duty without absence in future. Unfortunately, without considering any of the above submissions, Petitioner was dismissed from service w.e.f. 19.5.2008 vide office order dt.17/19.5.2008. It is submitted that the action of the Respondent in dismissing from service is wholly illegal, arbitrary violative of principles of natural justice. Enquiry Officer grossly erred in holding the charges as proved. The whole enquiry was conducted in a routine and mechanical manner with a predetermined intention to somehow or the other, put me to extreme hardship of dismissal from service. Before issuing the impugned order of dismissal, approval of competent authority was not obtained, as per the standing orders. No opportunity was given to the Petitioner to produce witnesses on his behalf. Had any opportunity was given to him to produce witnesses on my behalf, after explaining the procedure of enquiry, Petitioner could have produced witnesses on my behalf, thereby the necessity to issue the impugned order of dismissal could have been avoided. Neither the findings of the Enquiry Officer, nor the impugned order does not give any reasons, much less 'valid in nature. The enquiry officer relied upon the evidence of irrelevant witnesses, who have no personal knowledge of the charge alleged against the Petitioner. Though, enquiry officer relied upon several documents to substantiate the charges, none of those documents either shown or furnished to him either before or during the course of enquiry. Even otherwise also, even the marked documents do not establish the charge alleged against him. The Respondent failed to apply his mind independently while issuing the impugned office order of dismissal dt.17/19-05-2008, as he did not delve into the alleged misconduct and the punishment proposed to be inflicted on the Petitioner. Before commencement of enquiry, the procedure of enquiry was not explained and Petitioner was not offered the assistance of any defense assistance. Neither the proceedings of enquiry were conducted in the language known to the Petitioner nor was explained in the language known to him. In fact, as per the instructions issued by the Respondent company, the proceedings of enquiry are to be conducted in the language known to the delinquent employee. The findings of the enquiry officer are not only contrary to the evidence on record, but also self-contradictory. The findings of the Disciplinary Authority are outside the scope of charge sheet. It is further submitted that Petitioner is the sole breadwinner of his family. As a result of dismissal, his whole family rendered without any livelihood. It is submitted that for the reasons mentioned above, the punishment of dismissal from service is too harsh, excessive and disproportionate to the charges alleged. Before imposing a major penalty of dismissal from service, the Disciplinary Authority ought to have considered the issue of imposing any minor penalty. It is prayed for indulgence of this Hon'ble Court to modify the punishment of dismissal, to that of any other lesser penalty. It is

submitted that a conciliation was moved before the conciliation officer which ended in failure. It is therefore prayed that to set aside the dismissal order and direct the Respondent for reinstatement of the Petitioner with all consequential benefits.

3. **Respondent filed counter denying the averments of the Petitioner as under**:

It is submitted that Petitioner was dismissed from the services of the Respondent Company on proved charge of absenteeism vide Letter No.BPA/PER/129/1739, dated 19.5.2008 with immediate effect. It is apparently clear that there is an abnormal delay of about 6 years in raising the dispute by the Petitioner and therefore the Petition is liable to be dismissed on the ground of delay and latches. It is prayed that this Hon'ble Tribunal may decide the delay in raising the dispute as a preliminary issue. It is submitted that the delinquent workman was dismissed on proved charges after conducting a detailed domestic enquiry duly following the Principles of Natural Justice. It is submitted that the Petitioner was initially appointed 16.09.2006 as a Badli Filler at Goleti-1 incline Bellampalli Area. While he was working in Goleti-1 Incline, Bellampalli Area, he had put in just 68 musters during the calendar year 2007 and remained absent to duties unauthorisedly on all other days in the year, which constituted misconduct under Company's Standing Orders No.25.25 and 25.31 for the misconduct committed by him. It is submitted that the Petitioner was issued a Charge Sheet No.BPAGLT.1/R8/616 DATED 09.02.2008 under Company's Standing Orders 25.25 and 25.31 for his habitual absenteeism and absence from duty without sanctioned leave or sufficient cause during the year 2007. In receipt of Charge sheet, Petitioner submitted the explanation to the charge sheet. It is submitted that Petitioner was served with a letter advising him to appear for enquiry at Goleti-1 incline Bellampalli Area on 05.03.2008 with all documents and witnesses. Accordingly, Petitioner appeared before enquiry officer and participated in the enquiry proceedings without any pretext what so ever in nature and he was given full and fair opportunity to defend his case. It is submitted that on the basis of evidence on record the enquiry officer submitted his report holding that the charges levelled against Petitioner were proved under Company's Standing orders No.25.25. and 25.31. It is submitted that the Disciplinary Authority after going through the entire Enquiry Proceedings, and after evaluating all the evidence on record, concurred with the finding of the Enquiry Officer. Since the charges levelled and proved in the enquiry were of grave and serious in nature warranting punishment of dismissal and after considering his attendance over the years viz. 2006-2008 musters, and after finding that there was no improvement in his attendance, and as there was no extenuating circumstances to take a lenient view, the Petitioner was dismissed from the services of the company vide letter No.BPA/PER/129/1739, dated 17/19.5.2008 with immediate effect. It is submitted that the Petitioner was a chronic and habitual absentee and did not put in at least 190 attendances as expected from an underground workman during the years 2006 and 2008. Further, he remained absent from duty without sanctioned leave, sick or sufficient cause and did not bother to communicate to the unit authorities about his inability to attend to duties. The Petitioner did not, at least inform or communicate the reasons of his absence to the mine authorities at any point of time, which clearly establish the fact that he was not interested in his job. The contention of the Petitioner that due to his uncle’s death in accident he could not attend the duties, but Petitioner could not produce any certificate or medical records neither before enquiry officer nor before this Hon'ble Tribunal to substantiate his absenteeism. Therefore, the contentions of the Petitioner are denied, and it is only an after thought to make out a defense in his favour, and the Petitioner is to put to strict proof of the same. It is submitted that the Petitioner raised the dispute in the year 2013, i.e. after a lapse of 6 years from the date of dismissal, which shows his disinterest towards his duties. It is submitted that the Petitioner should have been more careful and conscious of his responsibilities, towards his family members and towards his job. He failed to realize his mistake inspite of giving opportunities and paid no heed to the advice of his higher authorities in regard to be regular to duties. For the fault and mistakes of the Petitioner he cannot hold the Respondent Company responsible. It is the Petitioner himself who has to be blamed for this situation, which is the result of his negligent behavior and callous attitude towards his job. As such the allegations of the Petitioner are wholly untenable and devoid of any merits, hence denied. The Respondent Company at present employees about 44,000 persons, which includes workmen, executives and supervisors. The production results will depend upon the overall attendance and performance of each and every individual. They are inter-linked and inseparable. In this regard, if any one remains absent, without prior leave or without any justified cause, the work to be performed get affected. Such unauthorised absence creates sudden void, which at time is very difficult to fill-up, and there will be no proper planning and already planned schedules get suddenly disturbed without prior notice. That is the reason why the Respondent's Company is compelled to take severe action against the unauthorized absentee having put in less musters. The Petitioner had put in 34 musters during the year 2006, 68 musters during the year 2007 and 15 musters up to March,2008. As such the Respondent Company was constrained to dismiss the Petitioner for unauthorized absenteeism with effect from 19.05.2008. In view of above, it is prayed to dismiss the claim petition as devoid of merits.

4. **On the basis of rival contentions and pleadings of both the parties, following issues emerge for determination**:-

I Whether the departmental enquiry held against the workmen is the legal and valid?

II. Whether the industrial dispute raised by development is barred by delay and latches?

III. Whether the action of the Respondent management in terminating the services of the workmen Sri Jella Balaiah vide order dated 19.5.2008 is legal and justified?

II. To what relief if any the Petitioner is entitled?

Findings:-

5. **Issue No.I**: - the departmental enquiry held against the Workman has been held legal and valid word order dated 22.7.2023 as the Workman has conceded the validity and legality of the departmental enquiry.

Therefore, the issue decided accordingly.

6. **Issue No.II**:- Undisputedly in the present matter Petitioner has been terminated from service vide order dated 19th May 2008 and present industrial dispute has been raised by the Petitioner in the year 2015 after seven years from the date of his termination, Petitioner has not furnished any explanation in his petition for such inordinate delay in raising the industrial dispute against termination order.

In this context, reference of few decisions of Hon'ble Supreme Court are relevant as discussed hereunder:-

In **K R Reddy Vs. Industrial Tribunal-II, Hyderabad, Hon'ble Court held**:-

"The Supreme Court extensively considered the scope of relevant provisions and precedent decisions and held that there was inordinate, unexplained delay in referring the dispute."

In the case of Assistant Engineer, CAD, Kota and Dhan Kumwar, CA No.6473, 2006 III LLJ, the Hon'ble Apex Court have held:

"workman raising the dispute eight years after termination of service –therefore relief by Labour Court should not have been granted to workman."

In Haryana State Co-operative Land Development Bank and Neelam, 2005 I LLJ, the Apex Court held:

"Though no time limit prescribed for raising industrial dispute, but stale claim, could not be entertained – approaching Labour Court after delay of more than 7 years. Held:- justified refusal of relief in this case."

In the case of **Sri Prabhakar Vs. Joint Director Sericulture Department in Civil Appeal decision dated 7.9.15 Hon'ble Apex Court have held:-**

"*40) On the basis of aforesaid discussion, we summarise the legal position as under:*

"An industrial dispute has to be referred by the appropriate Government for adjudication and the workman cannot approach the Labour Court or Industrial Tribunal directly, except in those cases which are covered by Section 2A of the Act. Reference is made under Section 10 of the Act in those cases where the appropriate Government forms an opinion that 'any industrial dispute exists or is apprehended'. The words 'industrial dispute exists' are of paramount importance unless there is an existence of an industrial dispute (or the dispute is apprehended or it is apprehended such a dispute may arise in near future), no reference is to be made. Thus, existence or apprehension of an industrial dispute is a sine qua non for making the reference. No doubt, at the time of taking a decision whether a reference is to be made or not, the appropriate Government is not to go into the merits of the dispute. Making of reference is only an administrative function. At the same time, on the basis of material on record, satisfaction of the existence of the industrial dispute or the apprehension of an industrial dispute is necessary. Such existence/apprehension of industrial dispute, thus, becomes a condition precedent, though it will be only subjective satisfaction based on material on record. Since, we are not concerned with the satisfaction dealing with cases where there is apprehended industrial dispute, discussion that follows would confine to existence of an industrial dispute. Dispute or difference arises when one party make a demand and other party rejects the same. It is held by this Court in number of cases that before raising the industrial dispute making of demand is a necessary pre-condition. In such a scenario, if the services of a workman are terminated and he does not make the demand and/or raise the issue alleging wrongful termination immediately thereafter or within reasonable time and raises the same after considerable lapse of period, whether it can be said that industrial dispute still exist. Since there is no period of limitation, it gives right to the workman to raise the dispute even belatedly. However, if the dispute is raised after a long period, it has to be seen as to whether such a dispute still exists? Thus, notwithstanding the fact that law of limitation does not apply, it is to be shown by the workman that there is a dispute in praesenti. For this purpose, he has to demonstrate that even if considerable period has lapsed and there are laches and delays, such delay has not resulted into making the industrial dispute seized to exist. Therefore, if the workman is able to give satisfactory explanation for these laches and delays and demonstrate that the circumstances discloses that issue is still alive, delay would not come in his way because of the reason that law of limitation has no application. On the other hand, if because of such delay dispute no longer remains alive and is to be treated as "dead", then it would be non-existent dispute which cannot be referred. Take, for example, a case where the workman issues notice after his termination,

questioning the termination and demanding reinstatement. He is able to show that there were discussions from time to time and the parties were trying to sort out the matter amicably. Or he is able to show that there were assurances by the Management to the effect that he would be taken back in service and because of these reasons, he did not immediately raise the dispute by approaching the labour authorities seeking reference or did not invoke the remedy under Section 2A of the Act. In such a scenario, it can be treated that the dispute was live and existing as the workman never abandoned his right. However, in this very example, even if the notice of demand was sent but it did not evoke any positive response or there was specific rejection by the Management of his demand contained in the notice and thereafter he sleeps over the matter for number of years, it can be treated that he accepted the factum of his termination and rejection thereof by the Management and acquiesced into the said rejection. Take another example. A workman approaches the Civil Court by filing a suit against his termination which was pending for number of years and was ultimately dismissed on the ground that Civil Court did not have jurisdiction to enforce the contract of personal service and does not grant any reinstatement. At that stage, when the suit is dismissed or he withdraws that suit and then involves the machinery under the Act, it can lead to the conclusion that dispute is still alive as the workman had not accepted the termination but was agitating the same; albeit in a wrong forum. In contrast, in those cases where there was no agitation by the workman against his termination and the dispute is raised belatedly and the delay or laches remain unexplained, it would be presumed that he had waived his right or acquiesced into the act of termination and, therefore, at the time when the dispute is raised it had become stale and was not an 'existing dispute'. In such circumstances, the appropriate Government can refuse to make reference. In the alternative, the Labour Court/Industrial Court can also hold that there is no "industrial dispute" within the meaning of Section 2(k) of the Act and, therefore, no relief can be granted.

41) We may hasten to clarify that in those cases where the Court finds that dispute still existed, though raised belatedly, it is always permissible for the Court to take the aspect of delay into consideration and mould the relief. In such cases, it is still open for the Court to either grant reinstatement without back wages or lesser back wages or grant compensation instead of reinstatement. We are of the opinion that the law on this issue has to be applied in the aforesaid perspective in such matters."

Moreover, in the case of **Chief Engineer (Construction) Vs. Keshav Rao, 2005 JCR 96**, Hon'ble Supreme Court have held that, the delay of a one year and five months in issuing a notice appears to us to be significant. Here, in the present matter workman has not issued any notice or raised dispute against his termination in any forum for a long period of about fourteen years and his claim against dismissal has become stale due to inordinate delay and latches.

7. Therefore, in view of the fore gone discussion and law laid down by the Hon'ble Apex Court, in the instant case industrial dispute has been raised by Workman in the year 2015 against his termination order dated 17/19.5.2008 after a lapse of 7 years and has not furnished any explanation for such inordinate delay. Thus, the present dispute of Petitioner against termination order has become stale and not maintainable. Therefore, the petition filed by the Workman is not maintainable due to inordinate delay and latches and such a dispute has become stale and hence not maintainable.

This issue is decided against the Workman and in favour of the Respondent.

8. **Issue No.III**:- Respondent submitted that Petitioner was appointed as badli filler on 16.9.2006 at Goleti-1 inc., Bellampalli area and while he was working there so he has put in just 68 musters during the calendar year 2007 and remained absent from duties unauthorisedly on all other days in the year which constituted misconduct under the Company's Standing Order No.25.25 and 25.31. Further, Respondent submitted that the Petitioner was issued with chargesheet dated 9.2.2008 was issued to him under Company's Standing Order No.25.25 and 25.31 for his habitual absenteeism and absence from duty without sanctioned leave or sufficient cause during the year 2007. After receipt of the chargesheet the Petitioner had submitted his explanation to the charge sheet, and Petitioner appeared before the enquiry and participated in the enquiry proceedings without any pretext whatsoever in nature and he was given full and fair opportunity to defend his case. Further, Respondent contended that basing on the evidence on record, Enquiry Officer submitted his report holding that the charges levelled against the Petitioner were proved under Company's Standing Orders as mentioned in the chargesheet. Further, it is submitted that Disciplinary Authority after going through the entire enquiry proceedings and after evaluating all the evidence on record conferred with the finding of the Enquiry Officer. Since the charges levelled and proved in the enquiry were of grave and serious in nature warranting punishment of dismissal and after considering his attendance over the years i.e., 2006-2008 musters, and after finding that there was no improvement in his attendance, and as there was no extenuating circumstances to take a lenient view. The Disciplinary Authority dismissed the Petitioner from services of the company vide order dated 19.5.2008 with immediate effect. Further, it is submitted that Petitioner was a chronic and habitual absentee and did not put in at least 190 attendances as expected from an underground Workman during the years 2006 and 2008. Further, Petitioner remained absent without sanctioned leave, sick or sufficient cause and did not bother to communicate to the unit authorities about his inability to attend to duties. Further, it is submitted that Petitioner has submitted that due his uncle's death in accident he could not attend the duties but Petitioner could not produce any certificate or medical

records neither before Enquiry Officer to substantiate his plea of absenteeism. Further, Respondent submitted that the pleas of Petitioner are denied and it is only an afterthought to make out a defence in his favour and the Petitioner is put to strict proof of the same.

9. In view of the submissions made by either parties perused the record of enquiry proceedings. Record of enquiry proceeding goes to reveal that Petitioner was served with chargesheet dated 9.2.2008 and wherein it is alleged against CSE workman that he has put in only 68 days musters for 190 musters in a calendar year 2007. Further, said record goes to show that the management has examined two witnesses during the enquiry proceeding in support of the charge and management witnesses has given the evidence that the Workman remained habitually absent from duty unauthorisedly without sanction of leave and he has put in only 68 musters in the year 2007. Although, the CSE Workman was accorded cross examination from these witnesses opportunity but he did not avail of it. The statement of the CSE Workman was recorded during Enquiry and in his statement Workman has admitted that he was absent from duty on the number of days mentioned in the charge sheet during the year 2007 but he was absent from duty due to ill-health and elder father (uncle) expired. Further, workman stated that he did not report at company's hospital for treatment or for sick, unfit and he do not have any record to defend his case. Further, in cross examination CSE Workman states that he did not apply for leave, sick or send information about his absence from duty to the management and did not report sick at company's hospital for treatment for sick, unfit. Further, Workman admitted that he has no record and he remained absent from duty on the dates as mentioned in the charge sheet on his own.

10. Thus, in view of the aforesaid statement of the CSE Workman and evidence recorded during the enquiry proceeding, the charge against the CSE Workman was found established under Standing Order No.25.25 for habitual absenteeism from the duty. Further, record reveals that show cause notice was served upon the CSE Workman for submitting his representation against the finding contained in the enquiry report and that got received by the Workman as per acknowledgement. Thereafter Disciplinary Authority after considering all the evidence and extenuating factors, passed the dismissal order dated 19.5.2008, finding the charge against workman grave and serious. Therefore, there is no illegality or impropriety or infirmity in the dismissal order of the Petitioner, passed by Respondent management.

11. Although Workman has taken plea that he remained absent during the year 2007 due to the reason that he was suffering from ill-health and also his uncle passed away and he could not be regular on duty. But Petitioner failed to produce any documents to substantiate his plea of illness. Therefore, for the want of any documentary evidence i.e., prescriptions of medical practitioner about his treatment of illness or medical certificate of unfit from competent medical practitioner. This plea of workman is not tenable. Further, workman failed to explain that why he could not report to the Company's hospital about his sickness or report about his absenteeism to the Respondent. Therefore, for the want of above stated documentary evidence, the plea of illness taken by the Workman is nothing but ruse and feeble ground and same is not tenable.

In this context, Hon'ble Supreme Court in **Delhi Transport Corporation vs Sardar Singh** 2004 SC 574 have held, that an employee absents himself from the duty even without sanctioned leave for a very long period, prima facie shows lack of interest in the work and the authority can on the basis of record come to the conclusion about employee being habitual negligent in duties and exhibited the lack of interest in the employers work, the burden is on employee who claimed that there is no negligence and lack of interest to establish it by placing the relevant material. But in the present case Petitioner utterly failed to produce any material in evidence to substantiate his plea of illness hence, he has rightly been held guilty of committing misconduct under Company's Standing Order No.25.25 for habitual absenteeism from duty.

Further, Hon'ble Supreme Court in its number of decisions have held that workman remaining absent from duty for a long time is a grave misconduct , few decisions of Hon'ble Courts are discussed hereunder:-

In State of U.P. V. Ashok Kumar Singh 1996 (1) SCC 302, wherein the Apex Court had held:-

"Having notices the fact that the first Respondent has absented himself from duty without level on several occasions, we are unable to appreciate the High Court's observation that 'his absence from duty would not amount to such a grave charge. Even otherwise on the facts of this case, there was no justification for the High Court to interfere with the punishment holding that 'the punishment does not commensurate with the gravity of the charge' especially when the High Court concurred with the findings of the Tribunal on facts. No case for interference with the punishment is made out."

In the case of **North Eastern Karnataka R.T. Corpn. v. Ashappa decided on 12 May, 2006 wherein, the Apex Court had held:-**

"Remaining absent for a long time, in our opinion, cannot be said to be a minor misconduct. The Appellant runs a fleet of buses. It is a statutory organization. It has to provide public utility services. For running the buses, the service of the conductor is imperative. No employer running a fleet of buses can allow an employee to remain absent for a long time. The Respondent had been given opportunities to resume his duties. Despite such notices, he remained absent. He was found not only to have remained absent for a period of more than three years, his

leave records were seen and it was found that he remained unauthorisedly absent on several occasions. In this view of the matter, it cannot be said that the misconduct committed by the Respondent herein has to be treated lightly.

In Delhi Transport Corporation v. Sardar Singh [(2004) 7 SCC 574], the Apex Court held-:

"11. Conclusions regarding negligence and lack of interest can be arrived at by looking into the period of absence, more particularly, when same is unauthorised. Burden is on the employee who claims that there was no negligence and/or lack of interest to establish it by placing relevant materials. Clause (ii) of para 4 of the Standing Orders shows the seriousness attached to habitual absence. In clause (i) thereof, there is requirement of prior permission. Only exception made is in case of sudden illness. There also conditions are stipulated, non-observance of which renders the absence unauthorised."

State of U.P. v. Sheo Shanker Lal Srivastava and Others [(2006) 3 SCC 276],

it was opined that, "the Industrial Courts or the High Courts would not normally interfere with the quantum of punishment imposed upon by the Respondent stating: "It is now well-settled that principles of law that the High Court or the Tribunal in exercise of its power of judicial review would not normally interfere with the quantum of punishment. Doctrine of proportionality can be invoked only under certain situations. It is now well-settled that the High Court shall be very slow in interfering with the quantum of punishment unless it is found to be shocking to one's conscience."

The Hon'ble Apex Court in the case of **Management Coal India Ltd. v. Mukul Kumar Choudhary Civil Appeal 5762-5763 of 2009 decided on 24.08.2009 laid down the test of proportionality of punishment and held**:-

"One of the test to be applied while dealing with the question of punishment would be: would any reasonable employer have imposed such punishment in like circumstances? Obviously, a reasonable employer is expected to take into consideration measure, magnitude and degree of misconduct and all other relevant circumstances and exclude irrelevant matters before imposing punishment."

In the case of **Maharashtra State Road Transport Corporation Vs. Dilip Uttam Jayabhay, the 2022 LLR page 126, wherein the Hon'ble Apex Court held:**-

"*once the enquiry finding is held to be fair and proper, industrial Tribunal or Labour Court lacks jurisdiction to interfere with the quantum of punishment unless the same is shockingly disproportionate to the gravity of conduct."*

Thus, in view of the fore gone discussion, I am of the considered view that the termination order of the Workman from service passed by the Respondent management is legal and justified and said dismissal order of Petitioner is liable to be confirmed.

This issue is decided against the workman and in favour of the Respondent.

12. **Issue No.IV**:- In view of the finding given in Issues No. I, II, III & IV, the Petitioner is not entitled to get any relief and present petition is found to be devoid of merit, hence, liable to be dismissed.

Therefore, Issue No.III is decided accordingly.

AWARD

In view of the fore gone discussion and law laid down by the Hon'ble Apex Court as discussed above, the action of the General Manager, M/s. Singareni Collieries Company Ltd., Bellampalli Area, Goleti Township (P.O.), Adilabad Distt., in terminating the services of Sri Jellala Balaiah, Ex-Badli Filler, Goleti-1 Inc, SCCo. Ltd., Bellampalli Area with effect from 19.5.2008 is held legal and justified. The workman is not entitled to any relief as prayed for. Reference is answered accordingly.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 26th day of June, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 28 जुलाई, 2025

का.आ. 1472.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल.के प्रबंधतंत्र के संबद्ध नियोजको। और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक न्यायाधिकरण-सह-श्रम न्यायालय-सह- अतिरिक्त। जिला. एवं सत्र न्यायालय, गोदावरीखानी के पंचाट (पहचान संख्या. 23/2024) को प्रकाशित करती है, जो केन्द्रीय सरकार को **28/07/2025** को प्राप्त हुआ था।

[सं. एल 22013/01/2025- आई.आर.(सी.एम-II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 28th July, 2025

S.O. 1472.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(ID. No. 23 / 2024*)*** of the **INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-CUM- ADDL. DIST. & SESSIONS COURT, GODAVARIKHANI** as shown in the Annexure, in the industrial dispute between the Management of **S.C.C.L.** and their workmen, received by the Central Government on **28*/07/2025*.**

[No. L-22013/01/2015– IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE THE CHAIRMAN, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-CUM- ADDL. DIST. & SESSIONS COURT, GODAVARIKHANI.

PRESENT:- **SRI Dr.T.SRINIVASA RAO,**

CHAIRMAN-CUM-PRESIDING OFFICER.

MONDAY, ON THIS THE 23th DAY OF JUNE, 2025.

I.D.No.23 of 2024

Between:-

Munimandla Sridhar, S/o. Venkati, Age:46 Yrs, Occ: Ex-Badil Filler, E.C.No.2383080, H.No.7-3-533/440, Ganganagar, Godavarikhani, Peddapalli District.

….Petitioner/Workman

A N D

1. The Director (PA & W), Corporate Office,
   Singareni Collieries Company Limited, Kothagudem Town, Badradhri Kothagudem District.
2. The General Manager, RK-1A,
   Singareni Collieries Company Limited,
   Mandamarri Area, Mancherial District.

…. Respondents/Management

This case coming before me for final hearing in the presence of Sri Gulla Ramesh, Advocate for the Petitioner/Workman and of Sri T. Ravinder Singh, Advocate for the Respondents/Management and having been heard and having stood over for consideration till this day, the Tribunal delivered the following:-

AWARD:-

This petition is filed U/Sec.2-A (2) of I.D. Act praying to set aside the dismissal order dt.25.01.2021 passed by the Respondent No.2 and direct the Respondents' Corporation to reinstate the petitioner into service with continuity of service, together with all attendant benefits and full back wages.

2. The brief averments of the petition are as follows:-

2(a). The petitioner was appointed as Badili-Filler by Respondents'/ Company on 11.09.2014 under dependent employment scheme and was discharging his duties to the utmost satisfaction of the company authorities. He served the respondents company put-up musters i.e., 2014-(70), 2015-(83), 2016-(70), 2017-(70), 2018-(80), 2019-(60), 2020-(93). In the year 2020, he fell sick and bed-ridden in his native place due to Astama, Skin allergy, ENT and joints problems. He was not in a possession to move from the bed and he was constrained to take treatment at various hospitals. He lodged an application to the respondents' company to refer him to the company attached hospitals for better treatment. The company referred the petitioner for treatment from the corporate hospitals but he was not recovered. But, without considering his illness, the period was treated as absent, conducted exparte enquiry in the absence of petitioner and dismissed him from 25.01.2021. He incurred huge expenditure for aliments and was compiled to make debts with friends and relatives. He was unable to maintain his family during his illness which given rise to family disputes and suffered physical trauma and mental agony.

2(b). The petitioner reported back to his duty after his sickness and he was informed that he was dismissed from service with effect from 25.01.2021. The capital punishment of dismissal was inflected on the petitioner during his treatment and increment was also stopped for 01.03.2021, 01.03.2022 years which shocked the petitioner. It was a direct blow on his stomach and the management with one stroke in the shape of dismissal, shattered his life at into pieces which is illegal. The respondents have failed to understand the true facts of the case and conducted exparte enquiry behind the back of the petitioner, which is against the rules of the company. The action of Respondents'/Company is highly arbitrary and the punishments imposed i.e., (two increments stopped and dismissed from service) are illegal and cannot be sustained under law.

2(c). The petitioner, ever since his unjust dismissal from service, could not secure any other alternative employment and remained unemployed. He incurred huge debts for his medical treatment and his children. He is facing lot of hardship and mercy in the absence of employment. This Court has got every jurisdiction to try the case U/Sec.2 (A) (2) as per the settled law and wide powers are vested U/Sec.11-A of I.D Act, to quash the dismissal order and to grant every relief to the poor petitioner. Therefore, he prayed to the set aside the dismissal Order dt.25.01.2021 passed by Respondent No.2 and to direct the respondents' company to reinstate the petitioner into service with continuity of service, all other attendant benefits and full back wages.

3. On the other side, the Respondents'/Company has submitted counter by admitting the employment of Petitioner/Workman with the Respondents'-Company and inter-alia contended that since the Coal Mining industry is central subject, Appropriate Government for this Respondents/Management is Central Government. The Central Government established an Industrial Tribunal-cum-Labour Court at Hyderabad from 29.12.2000 for adjudication of industrial disputes and the petitioner ought to have approached the said Tribunal. But, the Petitioner conveniently avoided filing his petition before the Tribunal established by the Central Government for the reasons best known to him. Hence, the petition is not maintainable under law and the same may be dismissed on this ground alone. The Respondents Company without prejudice to its rights in respect of the above preliminary objection submits that according to Sec.52(2) of the Mines Act 1952, an underground employee is required to put in minimum musters of (190) and surface employee has to put in (240) musters. The petitioner is a chronic absentee who did not change his attitude in-spite of several opportunities as such the Respondent Company was constrained to dismiss him by following due process of law; as such the I.D is not maintainable.

3(a). The petitioner was initially appointed into the services of the Respondents/Company as Badli Filler under dependant employment scheme vide office order dt.20.09.2000. The Petitioner being an underground employee is expected to put in minimum of (190) Musters in a calendar year. But he failed to put-in (190) musters from the date of his appointment i.e., 2014 till dismissal. The following attendance particulars indicate the fact that the petitioner was not regular to his duties and was a chronic absentee who was disinterested to work:-

Sl.No.	Year	No. of Musters
1.	2002	101
2.	2003	99
3.	2004	101
4.	2005	53
5.	2006	91

3(b). The petitioner was charge sheeted vide charge-sheet dt.08.02.2006 for "Habitual Late attendance or habitual absence from duty without sufficient cause". He fully participated in the inquiry but as he did not change his attitude, the respondents/ company was constrained to dismiss the petitioner from service with effect from 01.02.2007 vide office order dt.19.01.2007. He was re-appointed for a period of one year on trial basis vide office

order dt.25.08.2014 and after trial period he was re-appointed as afresh Badli Filler(UG) at Mandamarri Area on 15.09.2014. But he failed to put-in 190 musters from the date of his re-appointment i.e., 2014 to till dismissal. The following attendance particulars indicate the fact that the petitioner was not regular to his duties and was a chronic absentee who was disinterested to work:

Sl. No.	Year	No. of Musters as per the Petition	No. of Musters as per SCCL records	Charge Sheet issued Date	Penalty imposed
1.	2014	80	-		-
2.	2015	83	101		-
3.	2016	70	100	17.02.2017	Suspends for 10 days
4.	2017	70	26	05.03.2018	Penalty for stoppage of (One) increment without cumulative effect
5.	2018	80	45	13.03.2019	Penalty for stoppage for (One) increment without cumulative effect
6.	2019	6	53	19.03.2020	--
7.	2020	93	44		Constrained to dismiss the petitioner

3(c). The Petitioner if suffered from ill-health, it is his primary responsibility to report sick in the Colliery Hospital and inform his Superior Officers about his incapability to attend duties. The Respondents/Company runs chain of Hospitals and renders free medical services to its employees, further it even refers severe and chronic medical issues to the Corporate Medical Hospitals at Hyderabad. The Petitioner is a chronic absentee who never reported sick at Respondents' Company hospitals and failed to improve his attendance even after (06) years of appointment and the Respondents/Company was constrained to dismiss him for his misconduct in the year 2020 after following the principles of natural justice and due process of Law.

3(d). The petitioner's negligent attitude in not improving his attendance in spite of several charge sheets and penalty is the cause for his dismissal. The Respondent Company runs chain of Hospitals and renders free medical service to its employees and it even refer severe medical issues to Corporate Medical Hospitals at Hyderabad. But, he failed to avail the privilege & welfare schemes provided by the Respondent Company and he is responsible for incurring huge expenses. In the year of appointment i.e., 2014 he has put in (101) musters which is less than minimum musters of (190) for underground employee and (240) musters of surface employee. He continued the same till 2017 as such the Respondent Company was constrained to take action on him by issuing charge sheet for un-authorized absenteeism under Company Standing Order vide Charge sheet dt.17.02.2017. However a lenient view was taken and he was suspended for (10) days vide letter dt.03.02.2018. But the petitioner failed to change his attitude and continued to be absent from duty. Accordingly, in the year 2018 he was once again Charge sheeted for the absenteeism in the year 2017. However giving another opportunity to improve himself, a lenient view was taken by the Management/Respondents and he was imposed penalty for stoppage of (ONE) increment without cumulative effect vide letter**.** Further he failed to change his attitude even after imposition of penalty and still remained absence, as such he was once again charge sheeted for the absenteeism in the year 2018. However giving another opportunity to improve himself a lenient view has been taken and he was imposed penalty for stoppage of (ONE) increment without cumulative effect.

3(e). Further, the production results will depend upon the overall attendance and performance of each every individual. If anyone remains absent without prior sanction of leave or without any justified cause, the work to be performed gets effected. Such unauthorized absence creates sudden void, which at times is very difficult to fill-up with substitute, and there will be no proper planning and already planned schedules get suddenly disturbed without prior notice. For that reason un-authorized absence is viewed seriously, because it will not only affect the production and also create burden on the remaining workers. The petitioner during the period from January, 2019 to December, 2019 has put in only 53 musters. As the above act amounted to misconduct under Standing Orders No.25.25 and 25.31, he was charge sheeted vide charge sheet dt.19.03.2020, directing him to submit his explanation within (04) days. He received the charge sheet, but did not submit explanation within the stipulated time as such the Enquiry notice was sent to his residential address through Registered Post with Ack., due by informing him to attend enquiry on 21.07.2020, he has received that notice but failed to attend the enquiry; as such the enquiry was set exparte. The enquiry officer after going through the evidence on record and the evidence of Management witness has submitted unbiased finding holding the charges proved vide enquiry proceedings and Report dt.21.07.2020. As the charges leveled against the petitioner were proved, the copy of enquiry report was

sent to his residential address vide letter dt.12.10.2020 to submit his written representation within (07) days of the receipt of the report. The petitioner has acknowledged the receipt of the same and has not submitted any explanation against findings of Enquiry report. The Respondent Company was constrained to dismiss the petitioner from service as he was a chronic absentee vide office order dt.25.01.2021. On his appeal dt.18.02.2021, the Competent Authority after review of the same has confirmed the punishment of dismissal vide Proc.dt.25.01.2021. Therefore, the respondents prayed to dismiss the petition and not to grant any relief to the petitioner/workman.

4. In support of the claim of the Petitioner/Workman, he was got examined as WW-1 and got marked Ex.W-1 and Ex.W-3 and on the other side, for the Respondents'-Company Ex.M-1 to Ex.M-11 were marked, on confrontation of Petitioner/W.W-1.

5. Heard the learned counsel for Petitioner/Workman as well as learned standing counsel for the Respondents'/Company.

6. Now the points for consideration are:-

1. Whether this Industrial Dispute is maintainable before this Tribunal or not?

2. Whether the domestic enquiry conducted by the respondent is held valid or not?

3. Whether the charges leveled against the petitioner are proved basing on evidence or not? If so, whether punishment is disproportionate or not?

4. Whether the dismissal order dt.25.01.2021 is liable to be set aside, if so, the petitioner is entitled for reinstatement with continuity of service with all attendant benefits and full back wages?

If not to what relief is the worker entitled to?"

7. From the pleadings of Petitioner/Workman and Respondents'/ Company, these are the admitted facts that the Petitioner/ Workman was working as Badli Filler in Respondents'/ Company and he was dismissed from service for the charges of the unauthorized and habitual absenteeism to duties. Now coming to the documentary evidence of both sides, on behalf of the respondents'/company, Ex.M-1 to Ex.M-11 were marked, wherein, Ex.M-1 is the attested copy of dismissal order dt.29.01.2007 and Ex.M-2 is attested copy of Re-Appointment order dt. 25.08.2014. Ex.M-3 is the attested copy of Charge Sheet for the year 2016, Ex.M-4 is the attested copy of Charge Sheet for the year 2018 and Ex.M-5 is the attested copy of Charge Sheet for the year 2019. Ex.M-6 is the attested copy of Enquiry Notice dt.16.07.2020 and Ex.M-7 is the attested copy of Enquiry Proceedings dt.21.07.2020. Ex.M-8 is attested copy of Ack., of Charge Sheet dt.12.10.2020. Ex.M-9 is attested copy of Appeal Rejection Order dt.27.08.2021 and Ex.M-10 is the attested copy of Appeal dt.18.02.2021. Ex.M-11 is the attested copy of dismissal order dt.25.01.2021. On the other side, the petitioner got marked Ex.W-1 to Ex. W-3 on his behalf, wherein, Ex.W-1 is dismissal order dt.25.01.2021. Ex.W-2 is Increment stopped punishment order dt.30.11.2020 and Ex.W-3 is seven days notice on exparte enquiry report dt.07.10.2020. The above documents of both sides are not in much dispute by either side.

8. Here, on the point of jurisdiction, the learned counsel for the Petitioner has put forth and set forth that as per the Division Bench Judgment of the Hon'ble High Court reported in 1997 (III) LLJ (Supp.) 11, Between: U. Chinnappa Vs. Cotton Corporation of India, this Tribunal has jurisdiction over Singareni Collieries Company Ltd., to entertain the Industrial Dispute raised by the petitioner though the appropriate Government is Central Government. The petitioner need not raise the Industrial Dispute compulsorily before the Central Government Industrial Tribunal, Hyderabad alone, as contended by the respondents' company. Hence, this I.D petition filed by the petitioner is well maintainable before this Tribunal for adjudication of the dispute on merits.

8(a). The learned counsel for the Petitioner further put forth and set forth that the Petitioner was re-appointed as Badli Worker during the year 2014. He fell sick and bed-ridden in his native place due to Astama, Skin allergy, ENT and joints problems. He was not in a possession to move from the bed and he was constrained to take treatment at various hospitals. He lodged an application to the respondents' company to refer him to company attached hospitals for better treatment. The company referred the petitioner for treatment from the corporate hospitals but he was not recovered. But, without considering his illness, the period was treated as absent, conducted exparte enquiry in the absence of petitioner and dismissed him from 25.01.2021. He incurred huge expenditure for aliments and was compiled to make debts with friends and relatives. Further, the capital punishment of dismissal from service is extremely harsh and shockingly disproportionate to the gravity of the charges. It was a direct blow on his stomach and the management with one stroke of dismissal, shattered his life at into pieces. Therefore, he prays to set aside the dismissal order and direct the respondent's company to reinstate the petitioner into service with continuity of service, together with all attendant benefits and full back wages.

9. Per contra, the learned counsel for the respondents'/company strenuously put forth and set forth that the petitioner was initially appointed as badli-filler on 12.07.2007. He was a chronic absentee and he did not put-in the required musters in any calendar year through-out his service. He did not change his attitude and failed to attend

duties regularly. In the due course as the petitioner failed to put-in required musters, he was again issued charge sheet for habitual absenteeism without any sufficient cause and without any sanctioned leave which is misconduct under clause 25.25 & 25.31 of the Respondent Company Standing orders. The relevant clause of standing orders reads as under:

"Clause 25.25 – Habitual late attendance or habitual absence from duty without sufficient cause."

"Clause 25. 31 – Absence from duty without sanctioned leave or sufficient cause or overstaying beyond sanctioned leave."

9(a). The learned counsel for the respondents'/company further put forth and set forth that the petitioner received the charge sheet but did not submit any explanation. Though he received the enquiry notice, he did not choose to appear the enquiry officer and not availed the opportunity to defend himself. The Enquiry Officer conducted enquiry duly following the principles of natural justice. The Enquiry Officer submitted his findings report by holding the petitioner guilty of charges and misconduct under standing orders. The petitioner did not submit any representation on the enquiry findings report also. The Respondent Company having found no extenuating circumstances to take a lenient view, was constrained to impose the punishment of dismissal from service vide Proc. dt.25.01.2021 which is legal and valid. Further, his appeal dt.18.02.2021 was rightly dismissed by the competent authority by dismissal order, vide Proc. dt.27.08.2021. There is no victimization and punishment of dismissal is not harsh and the Respondent Company was very much correct in imposing the punishment of dismissal because of the misconduct and the reckless attitude of the Petitioner. Further, the habitual absenteeism creates lot of indiscipline among the workers, disturb the working system and also causing financial burden due to extending the benefits though they are not contributing for the production and productivity. Therefore, he prayed to dismiss the petition and not to grant any relief to the petitioner/workman.

POINT No.1:

10. Here, on the point of territorial jurisdiction of this Tribunal, it is settled Law that as per the Division Bench Judgment of the Hon'ble High Court reported in 1997 (III) LLJ (Supp.) 11, Between: U. Chinnappa Vs. Cotton Corporation of India, this Tribunal has got every jurisdiction to entertain the Industrial Dispute raised by the petitioner/workman who was an employee of Singareni Collieries Company Ltd., Even though, the Central Govt. is appropriate Govt., for the respondents'-Company, the petitioner need not compulsorily raise the Industrial Dispute before the Central Govt. Industrial Tribunal, Hyderabad, as contended by the respondents' company; and he can file this I.D. case before this Tribunal as well. Hence, the contentions of the respondents'-company on the point of jurisdiction of this Tribunal are not sustainable under Law. Accordingly, it is answered in favour of the petitioner and against the respondents' Singareni Collieries Company Limited.

POINT No.2:

11. In this matter, initially the petitioner/workman has denied the validity and legality of the enquiry report. But on 16.06.2025 the learned counsel for petitioner filed Memo U/Sec.11-A of I.D.Act by accepting the procedure of domestic enquiry to be fair and valid. Hence, there is no dispute that the Enquiry Officer has followed the principles of natural justice. Now the next question is whether the misconduct is proved in the facts of the case and the findings are not perverse. So, this Tribunal is to re-appreciate the evidence and come to its own conclusion with regard to finding guilty or not based on evidence. Accordingly, the Point No.1 is answered.

POINT No.3 & 4:

12. In view of the pleadings of the Petitioner/Workman as well as the Respondents/corporation and rival arguments of both sides, now this Court will go into the evidence on record. Admittedly, the petitioner was initially appointed as Badli Filler under dependant employment scheme vide office order dt.20.09.2000 and was dismissed from service vide office order dt.19.01.2007 alleging absenteeism to duties under Ex.M-1, prior to this case. He was re-appointed as afresh Badli Filler(UG) at Mandamarri Area vide office Order dt.25.08.2014 under Ex.M-2, and was again dismissed from service vide Office Order dt.25.01.2021 under Ex.M-11, alleging absenteeism to duties.

13. From a perusal of the record, it is evident that the petitioner absented to duties for (222) days and had put-in (100) actual musters during the year 2016, for which charge sheet 17.02.2017 was issued to the petitioner, which is marked as Ex.M-3. The petitioner also absented to duties for (292) days and had put-in only (45) actual musters during the year 2018, for which charge sheet 13.03.2019 was issued to the petitioner, which is marked as Ex.M-5. Further, the petitioner again absented to duties for (261) days and had put-in only (53) actual musters during the year 2019, for which charge sheet 19.03.2020 was issued to the petitioner, which is marked as Ex.M-6. Domestic enquiry was conducted regarding the absenteeism of the petitioner during the year 2019 for which Ex.M-5 charge sheet dt.19.03.2020 was issued to him. It appears that enquiry notice dt.16.07.2020 under Ex.M-6 was issued to the petitioner, but he failed attend the enquiry. From the proceedings of enquiry under Ex.M-7, it appears that the

enquiry notice was sent to the petitioner by RPAD on 16.07.2020 advising him to attend the enquiry on 21.07.2020. He received the same, but did not choose to attend the enquiry. He was called loudly (03) times in front of the office of SOM and in the premises, but there was no response. Hence, there was no alternative except to conduct the enquiry exparte.

13(a). Further, the enquiry officer examined Sri B.Balakishan Rao, Acting OS & Presenting Officer; Sri P.Samba Reddy, Pay Sheet clerk and P.Chinnamma, General Mazdoor, who deposed in support of the charges framed against the petitioner. Further from the Enquiry Report under Ex.M-7, it is clearly evident that the charges were amply proved against the petitioner. The petitioner/workman acknowledged the same on 14.10.2020 vide Ack., under Ex.M-8. The petitioner did not submit any representation on the enquiry report and the respondents/company dismissed him from service vide Proc. dt.25.01.2021 which is marked as Ex.M-11. He submitted appeal dt.18.02.2021 under Ex.M-10 stating that his absenteeism was due to ill-health only but not intentional and requested to reinstate him into service. However, the said appeal was dismissed vide Proc. dt.27.08.2021 by the competent authority. Thus, it is evident from the enquiry report under Ex.M-3 as well as the material on record, that the petitioner had not put in minimum required musters of (190) and he put-in only (53) musters, during the year 2019. For which, petitioner submitted in his appeal that due to ill-health and family problems, he was unable to perform duty regularly during the charge sheet period. However, it is clear that the petitioner has not attended to duties regularly and the charges were proved against him. Therefore, it can be said that the respondents/company has no axe to grind against the petitioner. Hence, this Tribunal has no hesitation to hold that the charges leveled against the petitioner/workman are proved and misconduct of the petitioner/workman is established basing on the evidence and findings of enquiry officer are not perverse. Moreover, this is not the case of loaded dice situation against the petitioner/workman by the respondents/corporation.

14. Here, the contention of the Petitioner/Workman is that he was re-appointed in the year 2014 and he served the company for (5) years and he hails from a very poor family, he has got no other livelihood and facing untold financial problems and prayed to consider the case U/Sec.11-A of I.D. Act. The ill-health suffered by the petitioner and facts and circumstances of the present case amount to mitigating circumstances.

15. Here, this Tribunal relied on a Division Bench Judgment of the Hon'ble Supreme Court rendered in Civil Appeal No.2157/1999, dt.08.04.1999 between Ajaib Singh vs. Sirhind Co-op. Marketing-cum-Processing Service Society Ltd., & another, wherein their lordships held that:-

"The object of Industrial Disputes Act was to give succor to weaker sections of the society. The emergence of State implies an end to exploitation of workman and as a corollary to that collective bargaining came into it ow intended to protect workmen against victimization and exploitation by the employer and to ensure termination of peaceful manner.

"The object of the Act, therefore, is to give succor to weaker sections of the society which is a pre-requisit ensure industrial peace and pre-empt industrial tension, the Act further aims at enhancing the industrial productior to be life-blood of a developing society. The Act provides a machinery for investigation and settlement of industr legal technicalities with a view to avoid delays, by specially authorized Courts which are not supposed to deny the procedural wrangles".

15(a). Further, in a decision of the Hon'ble High Court reported in 2012 (1) ALD 220 (DB), wherein their lordships observed that:-

> *"The Industrial Disputes Act, 1947 is a social welfare legislation, which required to be interpreted keeping in view the goals set out in the Preamble and Directive principles of State Policy in Part-IV of the Constitution. The Labour Court/Industrial Tribunal is conferred with very wide discretion U/Sec.11-A of the Act for granting appropriate relief".*

16. Here, their Lordships of the Hon'ble Gujarat High Court in a case rendered on 04.05.1994, Between: Management of Glaxo India Ltd., Vs. State of Assam and 3 others categorically observed that ***"a Labour Court is required to settle a dispute according to the principles of natural justice, equity and good conscience and law without attaching undue importance to legal technicalities"***.

17. Here, it is to be noted that the concept of Industrial Dispute is quite broad and with the passage of time its horizon is being expanded. Further, the disputes are required to be resolved for the purpose of establishing peaceful and cordial atmosphere in an industry. Peace and harmony are the quintessential aspects which are to be kept in view while dealing with the *"lis"* or *"controversy"* relating to any industry. Apart from the above, whether the impugned punishment is so disproportionate as to shock the conscience of the Court, has to be decided on the facts of each case, having due regard to the gravity of misconduct & nature of duties discharged by the delinquent employee.

18. Further, the Hon'ble Madras High Court observed in a case rendered in *Management of Hyudai Motor India Ltd Vs. T.Sudhakar ... on 31st January, 2022:*

*"**When scales of justice stands balanced in a given case, the tilt to be exercised should be in favour of the poor workmen rather than the mighty Managements**."*

19. Therefore, in view of the above mitigating circumstances of the case, this Tribunal is of the opinion that the extreme punishment of dismissal from service imposed by the respondents/company against the petitioner/workman is harsh, disproportionate and shocks to conscience of this Tribunal, hence, deserves to be modified since the disciplinary authority cannot be permitted to act arbitrarily and work like a Roman Knight and it cannot be allowed a fight between David and Goliath as in the present case on hand. Moreover, the facts of this case attracts the proverbial saying *"Every saint has a past and every sinner has a future"*. Moreover, facts of this case attracts the proverbial saying *"Every saint has a past and every sinner has a future"* and Biblical proverbs *"Speak up for those who cannot speak for themselves, for the rights of all who are destitute*" and *"Speak up and judge fairly; defend the rights of the poor and needy."* Further, *"Heavens would not have fallen if one more opportunity is given for the petitioner"*.

20. This Tribunal has perused, analyzed and meditated upon the case at hand, the case laws and principles of law referred above. In view of the above facts and circumstances and keeping in view of the principle *"temper justice with mercy"* and to meet the ends of justice, this Tribunal is of the opinion that the punishment of removal from service imposed on the petitioner is disproportionate and shocks the conscience of this Tribunal and hence, it deserves to be modified appropriately. Taking a holistic view of the matter, this Tribunal is of considered view that the extreme punishment of dismissal from service imposed on the petitioner deserves to be modified. However, since the charges leveled against the petitioner are proved, the relief is to be molded by this Tribunal appropriately and this Tribunal is of the considered opinion that the petitioner is entitled to be reinstated into service as "Afresh Badli Filler" only. Consequently, the petitioner is not entitled to any back wages, any continuity of service and any attendant benefits, since petitioner might have gainfully employed during pendency of this Industrial Dispute. Hence, the punishment of dismissal from service imposed by the Respondents Company is hereby modified appropriately. Accordingly, the Point No.2 & 3 are answered.

21. **IN THE RESULT,** the petition is partly allowed. The dismissal order dt.25.01.2021 under Ex.M-11 passed by the Respondent No.2 is hereby modified. The respondents'/company is directed to reinstate the petitioner into service as "Afresh Badli Filler" only, but without any continuity of service, without any attendant benefits and without any back wages. The petitioner is entitled to the salary only from the date of publication this Award. Copy of the Award be sent to the appropriate Government for publication. Both parties shall bear their own costs.

Typed to my dictation, corrected and pronounced by me in the open court, on this the 23th day of June, 2025.

Dr. T. SRINIVAS RAO, Chairman-cum-Presiding Officer

APPENDIX OF EVIDENCE

WITNESSES EXAMINED

FOR WORKMAN:-	FOR MANAGEMENT:-
WW-1: M.Sridhar, Petitioner.	-Nil-

EXHIBITS MARKED

FOR WORKMAN:-

Ex.W-1	Dt.	25.01.2021	Dismissal Order.
Ex.W-2	Dt.	30.11.2020	Increment stopped punishment order.
Ex.W-3	Dt.	07.10.2020	Seven days notice on exparte enquiry report.

FOR MANAGEMENT:-

Ex.M-1	Dt.	29.01.2007	Attested copy of Dismissal Order.
Ex.M-2	Dt.	25.08.2014	Attested copy of Re-Appointment Order.
Ex.M-3	Dt.	17.02.2017	Attested copy of Charge Sheet for the year 2016.
Ex.M-4	Dt.	13.03.2019	Attested copy of Charge Sheet for the year 2018.
Ex.M-5	Dt.	19.03.2020	Attested copy of Charge Sheet for the year 2019.
Ex.M-6	Dt.	16.07.2020	Attested copy of Enquiry Notice
Ex.M-7	Dt.	21.07.2020	Attested copy of Enquiry Proceedings
Ex.M-8	Dt.	12.10.2020	Attested copy of Ack. of Charge Sheet.
Ex.M-9	Dt.	27.08.2021	Attested copy of Appeal Rejection Order.

Ex.M-10	Dt.	18.02.2021	Attested copy of Appeal.
Ex.M-11	Dt.	25.01.2021	Attested copy of Dismissal Order.

नई दिल्ली, 5 अगस्त, 2025

का.आ. 1473.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय रिजर्व बैंक** के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़**- II के पंचाट (96/2024) प्रकाशित करती है।

[सं. एल 12025/01/2025- आई.आर(बी-I)-101]

सलोनी, उप निदेशक

New Delhi, the 5th August, 2025

S.O. 1473.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 96/2024*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Reserve Bank of India and their workmen.

[No. L-12025/01/2025- IR (B-I)-101]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

(Presided over by Mr. Kamal Kant).

ID No.96/2024

Registered on:-22.01.2025

Surender Kumar S/o Sh. Shiv Ram, R/o Jammu, Jammu & Kashmir-180003.

-------- Workman

Versus

1. The Regional Director, Reserve Bank of India, Jammu, RBI Office, Rail Head Complex, UT of Jammu & Kashmir-180012.
2. Sh. Vaneet Aggarwal C/o M/s Bee Kay Protection System, Contractor, Kothi No.1, Shakti Nagar, Jammu, UT of Jammu & Kashmir-180001.

----Respondents

Present:- None for Workman.
None for respondent no.1 and 2.

Award : 07.07.2025

Central Government vide Notification No.08(42)/2024/RLC/Jmu dated 03.01.2025, under sub-section (5) of Section 12 read with sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

"Whether the termination of workman w.e.f. 15.07.2024 by The Regional Director, Reserve Bank of India, Jammu, RBI Office, Rail Head Complex, UT of Jammu & Kashmir-180012 and M/s Bee Kay Protection System, Contractor, Kothi No.1, Shakti Nagar, Jammu, UT of Jammu & Kashmir-180001 is legal and justified? If not, then to what relief the concerned workman Shri Surinder Kumar S/o Sh. Shiv Ram is entitled to and from which date?"

1. The matter is fixed for filing claim statement by the workman. However, an application for withdrawal of industrial dispute received on behalf of workman through registered post stating therein that both the parties, after mutual discussions, have arrived at a settlement in full and final resolution of all issues involved in the dispute. The terms of settlement are acceptable to both the parties. In view of the amicable settlement arrived at between the parties, the applicant seeks to withdraw the industrial dispute pending before this Hon'ble Tribunal.

2. In view of the application for withdrawal of industrial dispute, , this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.

3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1474.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एलआईसी ऑफ़ इंडिया** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्रीमती मरियम्मा एच.** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स न.-10/2018)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025- आई.आर(एम)-101]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1474.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 10/2018)** of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **LIC of India** and **Smt. Mariyamma H.** which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. Z-16025/04/2025- IR (M)-101]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIUBNAL-CUM-LABOUR COURT

"Shram Sadan",
G G Palya, Tumkur Road,
Yeswanthpur, Bangalore – 560 022.

DATED : 17th JULY 2025

PRESENT : **SMT. K P INDIRA**
Presiding Officer

I D No. 10/2018

I Party	**II Party**
Smt. Mariyamma H, D/o Hariyamma, A K Colony, 3rd Cross, Near Bhajana Mandir, Yantrapura Post, Tq : Harihara – 577 601. Dt : Davangere	The Senior Divisional Manager, LIC of India, Divisional Office, 100th Feet Road, Gopalagowda Road, SHIVAMOGGA - 577 205.

Appearances

I Party : **Shri M Rama Rao**
Authorized Representative

II Party : **Shri Vijayendra D Joshi**
Advocate

1. This is a Petition filed under Section 2A of the ID act. The claim set forth by the 1st party workman is that she was appointed as an Assistant by the 2nd Party in a clear vacancy of Office Assistant w.e.f. 02.08.2010 by obtaining an Application and she has attended the interview conducted by the II Party; she was also assured with

regularization of her services for the services rendered by her and that she was doing the duties of regular staff; that she was not paid with minimum scales as applicable to the Assistants and took work for more than eight hours per day without paying her overtime wages; inspite of repeated requests to absorb her to the permanent post she was deprived with the benefits of the permanent employees; that she was not provided with Provident Fund, Bonus Benefits though other employees were extended with the same; that she was suddenly retrenched from the services of the II Party orally from 16.12.2017 in the morning hours by the Branch Manager without notice, without payment of notice pay / retrenchment compensation though there were no allegations against her. She was retrenched from the services without prior intimation or paying her retrenchment compensation and without following due process of law and that the II Party has retrenched more than 20 workmen without filing approval application seeking permission from the appropriate Government to retrench their services as mandated under Section 25N of the Act; that due to the retrenchment she is facing irreparable hardship, agony and unable to run her family and that she does not know any other work than the Assistant job; that the II Party has employed fresh entrants in her place and the nature of work done by her is perennial in nature and taking the new entrants is illegal and malafide; that she raised an industrial dispute since no settlement was arrived she preferred to file the present petition requesting this Tribunal to declare the retrenchment of service by the II Party as not in accordance with the provisions of ID Act; reinstate her into service with full backwages and other benefits, regularization with continuity of service and ancillary benefits from the date of her appointment 02.08.2010 with cost.

2. The 2nd Party in their Counter Statement rebutted the Claim Statement stating that all the averments made are false; that LIC of India (Staff) Regulations, 1960 are not applicable to the temporary employees appointed by the II Party; that the I Party is put to strict proof of the above averments; that she was doing some unspecified job on daily wages on need basis and that they were paying wages as per the notification issued by the Government of Karnataka from time to time and therefore the question of extending Provident Fund Benefits does not arise. As the specified job was completed, her services were disengaged as per law and the question of issuing notice, retrenchment compensation or notice pay does not arise and that the II Party has not contravened the provisions of ID Act and the question of reinstatement with the back wages and other benefits does not arise. The Respondent has prayed for dismissal of the Petition with cost.

3. On the rival pleadings the following points arise for consideration:

"01. Whether the I Party has succeeded in proving that she was appointed by the II Party as Assistant on temporary basis in a clear vacancy as contended?

02. Whether the disengagement of the I Party from job by the II Party is illegal as contended by the I Party?

03. Whether the I Party is entitled for the reliefs prayed for?

04. What is the proper order to be passed?"

4. The I party has got examined herself as WW 1 and Ex W-1 to Ex W-11 are got marked. From the side of the II Party MW 1 is examined and Ex M-1 is marked.

5. Heard the arguments advanced by both sides. Written notes of Arguments are also submitted by both sides.

6. **POINTS NO. 1 TO 3** : Since the matter to be considered and adjudicated on these points are intertwined and interwoven, all these points are discussed together.

7. The I Party WW 1 claimed herself as a temporary employee / Assistant in Class III Category in a clear vacancy of Office Assistant under the II Party LIC of India since 02.08.2010 at its Harihara Branch and continued to work for seven years till 16.12.2017. Her case is that she has put in an application before the II Party and she was interviewed by the officials of the LIC at the Branch Office. According to her she was appointed with an assurance of regularization of her service within a few years coupled with the benefits applicable to permanent Assistants. The above claim of the I Party is stoutly denied by the II Party on the precincts that the I Party was engaged by the LIC purely on daily wages to perform some unspecified jobs and she has been paid daily wage for the days of her engagement. Such payment according to the II Party has never been meant as "**SALARY**".

8. Among the documents produced and proved by WW 1, there is nothing indicting her to have been called for an interview for the post of Office Assistant. She did not produce copy of application said to have been submitted by her before the II Party to the said post. Though she claimed that the II Party did publish notification calling for applications on their notice board, she could not specify the date of notification or its exhibition on the notice board. She was not issued with any appointment letter by the II Party. On meticulous cross-examination she testified that she was appointed on temporary basis as daily wager. She was given wages for the period she served in the II Party. Ex W-1 series are the five vouchers produced by the I Party to prove the payments received by her from the II Party LIC. The vouchers reflect the wages received by the I Party and similarly placed other workers. Those vouchers would never improve her case, much less it substantiates her contention that she was appointed in

a clear vacancy by undergoing regular recruitment process. Those vouchers would never indicate continuous and uninterrupted service of the I Party under the II Party for seven years as contended by her.

9. MW 1 the Divisional Manager of the II Party specifically deposed that there is no particular notification for LIC separately for daily wage employees and such daily wagers were engaged based on need and requirements and there is no prescribed recruitment procedure for engaging them. Their wages were paid monthly in cash, debited from imprest Cash Account No. 111772. This fact stood revealed from Ex W-1 series vouchers. MW 1 reiterated that no order is issued to such persons for engaging them on daily wage. So without getting an appointment order from the management the I Party worker cannot qualify herself to be entitled for permanency or rather regularization in the job. There is no basis for the so called assurance alleged to have been given by the II Party that she would be given permanency in service along with equivalent other benefits.

10. The purpose of production of Ex W-2 by the I Party, the confidential communication issued by the Regional Manager (P&IR) to all SDM under South Central Zones dated 25.11.2017 alerting the divisions to disengage all the daily wagers who are continued without any court case and calling for the number of daily wagers continuing by virtue of court cases pursuant to the decision of the competent authority is not profitably explained by the I Party. It is also not properly explained as to how the I Party / WW 1 happened to be in custody of Ex W-2, the confidential communication addressed to the SDM by its higher-up. Anyhow Ex W-2 is not of any help to the I Party to establish her case.

11. Ex W-3 dated 25.12.2017 is the representation made by the I Party to the Senior Divisional Manager seeking regularization of her service being aggrieved by stoppage of her service w.e.f. 16.12.2017 stating the same as retrenchment. In Ex W-3 she grieved before the authority that she was pulled out from job without notice and without payment of notice pay / retrenchment compensation despite having no allegations against her.

12. On 27.12.2017 she took up the matter for conciliation before the Assistant Labour Commissioner (C), Hubli under Ex W-4. Ex W-5 is the reply submitted by the II Party before the ALC(C), Hubli, in response to the Ex W-4 representation. All along, the II Party has adopted a firm defence that the I Party was engaged only as a daily wager on need basis due to office exigencies and she was neither recruited not given any appointment letter by any authority. Her engagement was purely on daily wages for carrying out work on piece meal basis depending upon the needs of the office and not as a temporary employee. Her payment of wages was as per the Government of Karnataka Gazette Notification revised from time to time. MW 1 during her evidence precisely testified that since the I Party was paid wages counting the number of days she worked, no deduction was made from her wage towards Provident Fund and payment of bonus to her also did not arise for consideration. The circumstances explained by MW 1 substantiates the contention raised by the II Party that the I Party was engaged only as a daily wager without there being any assurance of permanency of service and such alleged assurance being out of place.

13. Ex W-6 is the application filed by the I Party before the ALC(C) calling for documents from the II party during the conciliation proceedings. As per Ex W-7 the Assistant Labour Commissioner(C) conducted Joint Discussion on 05.02.2018 notifying further joint discussion to another date. Ex W-8 is also a similar application filed by the I Party before the Conciliation Officer calling for some more documents from the II party during the conciliation proceedings. Ex W-9 is the letter issued by the ALC(C) to LEO for collection of photocopies of documents from various branches. Ex W-10 is the copy of notification to the post of Recruitment of Assistant published by the II Party on 17.09.2019. She did not prefer to put in an Application against such notification. She testified that she is not eligible to file application to the said post. Ex W-11 is the representation given by the I Party to the Chairman, LIC of India requesting to appoint her to the vacancy notified and if not, to keep vacant one post of Office Assistant till the instant case gets over.

14. None of the above documents produced and relied upon by the I Party renders any proof to the core point of controversy as to the status of employment at the time of her engagement under the II Party. Indeed, had it been an engagement as Daily Wager, she does not get entitled for any of the benefits sought in the Petition. The II Party Management to buttress its contention that the I Party was simply disengaged as there existed no further requirement of her service and she has not been a temporary employee capable of claiming any of the benefits sought for, relied upon various judicial pronouncements of the Hon'ble Apex Court. At the threshold it has to be observed that the I Party failed in showing any Rule, Law or Regulation nor any administrative order on the basis of which she claims reinstatement and regularization with continuity of Service and other monetory benefits. In order to high light the said aspect the II Party has relied upon the Hon'ble Supreme Court in **Subedar Singh and others vs. District Judge, Mirzapur and another 2001 1 SCC 37**.

15. It is contextually significant to follow the dictum laid down by the Hon'ble Apex Court in **State of Haryana vs. Jasmer Singh (1996 (11) SCC 77)** which reads :

> **"The respondents, therefore in the present appeals who are employed on daily wages cannot be treated as on a par with persons in regular service of the State of Haryana holding similar posts. Daily-rated workers are not required to possess the qualifications prescribed for regular workers, nor do they have to fulfil the requirement relating to age at the time of recruitment. They are not selected in the manner in which regular employees are selected. In other words the requirements for**

selection are not as rigorous. There are also other provisions relating to regular service such as the liability of a member of the service to be transferred, and his being subject to the disciplinary jurisdiction of the authorities as prescribed, which the daily-rated workmen are not subjected to. They cannot, therefore, be equated with regular workmen for the purposes for their wages. Nor can they claim the minimum of the regular pay-scale of the regularly employed"

Referring to the said legal position the Hon'ble Apex Court in **State of Haryana and another vs. Tilak Raj and others (2003 (6) SCC 123)** held that a scale of pay is attached to a definite post and in case of a daily wager, he holds no posts. The I Party neither in her pleadings nor in evidence has made out the particular works she performed under the II Party, much less any material is placed by her as to the nature of the duties for which she was engaged by the II Party. The contention of the II Party in its Statement of Objection that the engagement of the I Party was for meeting the office exigencies to attend some unspecified jobs on payment of daily wage for the work performed is thus well founded.

16. In **Mohammed Ashif and others vs. State of Bihar and others (2010 (5) SCC 475)**, the Hon'ble Supreme Court held that the question of regularization of services of an Employee may arise only in situations where against an available clear vacancy an appointment is made on adhoc or on-daily wage basis by an authority competent to do so without any artificial break in service. The second situation in which the regularization could be granted is held to be where the initial entry of the employee against an available vacancy was found suffering from some flaws in the procedure in making the appointment though the person appointing was competent to make such initial recruitment and had otherwise followed the procedure prescribed for such recruitment. It is equally held that *"the all-important condition precedent for such regularization is that the initial entry of such employee must be made against the Sanctioned vacancy and by following the Rules and Regulations governing such entry*".

17. Similarly the constitution bench of the Hon'ble Apex Court in **State of Karnataka vs. Uma Devi (2006 (4) SCC 1)** held that *"If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued. Similarly, a temporary employee could not claim to be made permanent on the expiry of his term of appointment. It has also to be clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules. It is not open to the court to prevent regular recruitment at the instance of temporary employees whose period of employment has come to an end or of ad hoc employees who by the very nature of their appointment, do not acquire any right*." Here in the instant case the I party is claiming permanency and seeks for regularization mainly on the so called *"long duration of work"* (emphasis supplied) and not on any other valid ground. The dictum quoted above defeats her claim as it is bereft of valid support and devoid of merit.

18. Most of the rulings placed by the I party are not applicable to the facts of the case on hand. The Verdict of the Hon'ble High Court of Madras in **V Muthukumarasamy and others vs. The Chairman, LIC, Zonal Office dated 21.01.2007** also does not get any application in view of the fact involved in that case as the Petitioners therein were sponsored by the Employment Exchange and have been appointed on temporary basis from shortlisted candidates. As already observed, the I Party herein was not sponsored by Employment Exchange nor her engagement was in a clear vacancy by undergoing the Regular Recruitment process.

19. The I party further relied upon on the ruling of the Hon'ble High Court of Karnataka, Bengaluru in **R V Mohan Reddy vs. The Chairman, Karnataka Grameena Bank in WP No. 1944/2022 (L-RES) dated 10.02.2025** awarding 60% of Backwages to the Employee from the date of his termination reckoning the two decades of service he had under the management as a Peon on daily wage. As against that, the principle laid down by the Hon'ble Supreme Court in a plethora of rulings aforementioned consistently hold that the Casual Employment terminates when the same is discontinued, and merely because a temporary or casual worker has been engaged beyond the period of his employment, he would not be entitled to be absorbed into regular service or made permanent, if the original appointment was not in terms of the process envisaged by the relevant rules. So the legal position settled at rest by the Hon'ble Supreme Court disentitles the I party to put forth any claim of reinstatement, regularization, continuity of service or back wages with consequential benefits.

20. To sum up, the solitary materials viz., Ex W-1 vouchers show only pay for a single month in the respective years and there is no valid material proving that her engagement was continuous in nature and she performed duties under the II Party continuously till the date of her disengagement so as to show that her tenure of service at a time was more than 240 days in a calendar year and her disengagement was in violation of the provisions of Section 25F of the ID Act. So on legal principle and on factual matrix the I Party failed to establish a case on merit justifying the relief sought for in the instant Industrial Dispute. Eventually her Claim Petition fails and the same is liable to be dismissed. With this view Points No. 1 to 3 are answered accordingly.

21. **POINT NO. 4:** In view of the above discussion, the I party is held as not entitled for any relief.

22. In the result, the following Award is passed

AWARD

The Claim Petition is Dismissed. No order as to cost.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 17.07.2025)

K P INDIRA, Presiding Officer

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1475.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एलआईसी ऑफ़ इंडिया** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री एच एस कोतरेषा** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स न.-11/2018)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-102]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1475.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 11/2018)** of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **LIC of India** and **Shri H S Kotresha** which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. Z-16025/04/2025-IR(M)-102]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIUBNAL-CUM-LABOUR COURT

"Shram Sadan",
G G Palya, Tumkur Road,
Yeswanthpur, Bangalore – 560 022.

DATED : 17th JULY 2025

PRESENT : **SMT. K P INDIRA**
Presiding Officer

I D No. 11/2018

I Party

Shri H S Kotresha,
S/o S Shivarudrappa,
5th Main Road, 2nd Cross,
High School Ex,
HARIHARA – 577 601.
Dist : Davanagere

II Party

The Senior Divisional Manager,
LIC of India, Divisional Office,
100th Feet Road,
Gopalagowda Road,
SHIVAMOGGA - 577 205.

Appearances

I Party : **Shri M Rama Rao**
Authorized Representative

II Party : **Shri Vijayendra D Joshi**
Advocate

1. This is a Petition filed under Section 2A of the ID act. The claim set forth by the 1st party workman is that

he was appointed as an Assistant by the 2nd Party in a clear vacancy of Office Assistant w.e.f. 09.01.2012 by obtaining an Application and he has attended the interview conducted by the II Party; he was also assured with regularization of his services for the services rendered by him and that he was doing the duties of regular staff; that he was not paid with minimum scales as applicable to the Assistants and took work for more than eight hours per day without paying him overtime wages; inspite of repeated requests to absorb him to the permanent post he was deprived with the benefits of the permanent employees; that he was not provided with Provident Fund, Bonus Benefits though other employees were extended with the same; that he was suddenly retrenched from the services of the II Party orally from 16.12.2017 in the evening hours by the Branch Manager without notice, without payment of notice pay / retrenchment compensation though there were no allegations against him. He was retrenched from the services without prior intimation or paying him retrenchment compensation and without following due process of law and that the II Party has retrenched more than 20 workmen without filing approval application seeking permission from the appropriate Government to retrench their services as mandated under Section 25N of the Act; that due to the retrenchment he is facing irreparable hardship, agony and unable to run his family and that he does not know any other work than the Assistant job; that the II Party has employed fresh entrants in his place and the nature of work done by him is perennial in nature and taking the new entrants is illegal and malafide; that he raised an industrial dispute since no settlement was arrived he preferred to file the present petition requesting this Tribunal to declare the retrenchment of service by the II Party as not in accordance with the provisions of ID Act; reinstate him into service with full back wages and other benefits, regularization with continuity of service and ancillary benefits from the date of his appointment 09.01.2012 with cost.

2. The 2nd Party in their Counter Statement rebutted the Claim Statement stating that all the averments made are false; that LIC of India (Staff) Regulations, 1960 are not applicable to the temporary employees appointed by the II Party; that the I Party is put to strict proof of the above averments; that he was doing some unspecified job on daily wages on need basis and that they were paying wages as per the notification issued by the Government of Karnataka from time to time and therefore the question of extending Provident Fund Benefits does not arise. As the specified job was completed, his services were disengaged as per law and the question of issuing notice, retrenchment compensation or notice pay does not arise and that the II Party has not contravened the provisions of ID Act and the question of reinstatement with the back wages and other benefits does not arise. The Respondent has prayed for dismissal of the Petition with cost.

3. On the rival pleadings the following points arise for consideration:

"01. Whether the I Party has succeeded in proving that he was appointed by the II Party as Assistant on temporary basis in a clear vacancy as contended?

02. Whether the disengagement of the I Party from job by the II Party is illegal as contended by the I Party?

03. Whether the I Party is entitled for the reliefs prayed for?

04. What is the proper order to be passed?"

4. The I party has got examined himself as WW 1 and Ex W-1 to Ex W-11 are got marked. From the side of the II Party MW 1 is examined and Ex M-1 is marked.

5. Heard the arguments advanced by both sides. Written notes of Arguments are also submitted by both sides.

6. **POINTS NO. 1 TO 3** : Since the matter to be considered and adjudicated on these points are intertwined and interwoven, all these points are discussed together.

7. The I Party WW 1 claimed himself as a temporary employee / Assistant in Class III Category in a clear vacancy of Office Assistant under the II Party LIC of India since 09.01.2012 at its Harihara Branch and continued to work for Six years till 16.12.2017. His case is that he has put in an application before the II Party and he was interviewed by the officials of the LIC at the Branch Office. According to him he was appointed with an assurance of regularization of his service within a few years coupled with the benefits applicable to permanent Assistants. The above claim of the I Party is stoutly denied by the II Party on the precincts that the I Party was engaged by the LIC purely on daily wages to perform some unspecified jobs and he has been paid daily wage for the days of his engagement. Such payment according to the II Party has never been meant as "**SALARY**".

8. Among the documents produced and proved by WW 1, there is nothing indicting him to have been called for an interview for the post of Office Assistant. He did not produce copy of application said to have been submitted by him before the II Party to the said post. Though he claimed that the II Party did publish notification calling for applications on their notice board, he could not specify the date of notification or its exhibition on the notice board. He was not issued with any appointment letter by the II Party. On meticulous cross-examination he testified that he was appointed on temporary basis as daily wager. He was given wages for the period he served in the II Party. Ex W-1 series are four vouchers produced by the I Party to prove the payments received by him from the II Party LIC. The vouchers reflect the wages received by the I Party and similarly placed other workers. Those vouchers would never improve his case, much less it substantiates his contention that he was appointed in a clear

vacancy by undergoing regular recruitment process. Those vouchers would never indicate continuous and uninterrupted service of the I Party under the II Party for Six years as contended by him.

9. MW 1 the Divisional Manager of the II Party specifically deposed that there is no particular notification for LIC separately for daily wage employees and such daily wagers were engaged based on need and requirements and there is no prescribed recruitment procedure for engaging them. Their wages were paid monthly in cash, debited from imprest Cash Account No. 111772. This fact stood revealed from Ex W-1 series vouchers. MW 1 reiterated that no order is issued to such persons for engaging them on daily wage. So without getting an appointment order from the management the I Party worker cannot qualify for himself to be entitled for permanency or rather regularization in the job. There is no basis for the so called assurance alleged to have been given by the II Party that he would be given permanency in service along with equivalent other benefits.

10. The purpose of production of Ex W-2 by the I Party, the confidential communication issued by the Regional Manager (P&IR) to all SDM under South Central Zones dated 25.11.2017 alerting the divisions to disengage all the daily wagers who are continued without any court case and calling for the number of daily wagers continuing by virtue of court cases pursuant to the decision of the competent authority is not profitably explained by the I Party. It is also not properly explained as to how the I Party / WW 1 happened to be in custody of Ex W-2, the confidential communication addressed to the SDM by its higher-up. Anyhow Ex W-2 is not of any help to the I Party to establish his case.

11. Ex W-3 dated 25.12.2017 is the representation made by the I Party to the Senior Divisional Manager seeking regularization of his service being aggrieved by stoppage of his service w.e.f. 16.12.2017 stating the same as retrenchment. In Ex W-3 he grieved before the authority that he was pulled out from job without notice and without payment of notice pay / retrenchment compensation despite having no allegations against him.

12. On 27.12.2017 he took up the matter for conciliation before the Assistant Labour Commissioner (C), Hubli under Ex W-4. Ex W-5 is the reply submitted by the II Party before the ALC(C), Hubli, in response to the Ex W-4 representation. All along, the II Party has adopted a firm defence that the I Party was engaged only as a daily wager on need basis due to office exigencies and he was neither recruited not given any appointment letter by any authority. His engagement was purely on daily wages for carrying out work on peace meal basis depending upon the needs of the office and not as a temporary employee. His pay of wages was as per the Government of Karnataka Gazette Notification revised from time to time. MW 1 during his evidence precisely testified that since the I Party was paid wages counting the number of days he worked, no deduction was made from his wage towards Provident Fund and payment of bonus to him also did not arise for consideration. The circumstances explained by MW 1 substantiates the contention raised by the II Party that the I Party was engaged only as a daily wager without there being any assurance of permanency of service and such alleged assurance being out of place.

13. Ex W-6 is the application filed by the I Party before the ALC(C) calling for documents from the II party during the conciliation proceedings. As per Ex W-7 the Assistant Labour Commissioner(C) conducted Joint Discussion on 05.02.2018 notifying further joint discussion to another date. Ex W-8 is also a similar application filed by the I Party before the Conciliation Officer calling for some more documents from the II party during the conciliation proceedings. Ex W-9 is the letter issued by the ALC(C) to LEO for collection of photocopies of documents from various branches. Ex W-10 is the copy of notification to the post of Recruitment of Assistant published by the II Party on 17.09.2019. He did not prefer to put in an Application against such notification. He testified that he is not eligible to file application to the said post. Ex W-11 is the representation given by the I Party to the Chairman, LIC of India requesting to appoint her to the vacancy notified and if not, to keep vacant one post of Office Assistant till the instant case gets over.

None of the above documents produced and relied upon by the I Party renders any proof to the core point of controversy as to the status of employment at the time of his engagement under the II Party. Indeed, had it been an engagement as Daily Wager, he does not get entitled for any of the benefits sought in the Petition. The II Party Management to buttress its contention that the I Party was simply disengaged as there existed no further requirement of his service and he has not been a temporary employee capable of claiming any of the benefits sought for, relied upon various judicial pronouncements of the Hon'ble Apex Court. At the threshold it has to be observed that the I Party failed in showing any Rule, Law or Regulation nor any administrative order on the basis of which he claims reinstatement and regularization with continuity of Service and other monetory benefits. In order to high light the said aspect the II Party has relied upon the Hon'ble Supreme Court in **Subedar Singh and others vs. District Judge, Mirzapur and another 2001 1 SCC 37**.

15. It is contextually significant to follow the dictum laid down by the Hon'ble Apex Court in **State of Haryana vs. Jasmer Singh (1996 (11) SCC 77)** which reads :

> **"The respondents, therefore in the present appeals who are employed on daily wages cannot be treated as on a par with persons in regular service of the State of Haryana holding similar posts. Daily-rated workers are not required to possess the qualifications prescribed for regular workers, nor do they have to fulfil the requirement relating to age at the time of recruitment. They are not**

selected in the manner in which regular employees are selected. In other words the requirements for selection are not as rigorous. There are also other provisions relating to regular service such as the liability of a member of the service to be transferred, and his being subject to the disciplinary jurisdiction of the authorities as prescribed, which the daily-rated workmen are not subjected to. They cannot, therefore, be equated with regular workmen for the purposes for their wages. Nor can they claim the minimum of the regular pay-scale of the regularly employed"

Referring to the said legal position the Hon'ble Apex Court in **State of Haryana and another vs. Tilak Raj and others (2003 (6) SCC 123)** held that a scale of pay is attached to a definite post and in case of a daily wager, he holds no posts. The I Party neither in his pleadings nor in evidence has made out the particular works he performed under the II Party, much less any material is placed by him as to the nature of the duties for which he was engaged by the II Party. The contention of the II Party in its Statement of Objection that the engagement of the I Party was for meeting the office exigencies to attend some unspecified jobs on payment of daily wage for the work performed is thus well founded.

16. In **Mohammed Ashif and others vs. State of Bihar and others (2010 (5) SCC 475)**, the Hon'ble Supreme Court held that the question of regularization of services of an Employee may arise only in situations where against an available clear vacancy an appointment is made on adhoc or on-daily wage basis by an authority competent to do so without any artificial break in service. The second situation in which the regularization could be granted is held to be where the initial entry of the employee against an available vacancy was found suffering from some flaws in the procedure in making the appointment though the person appointing was competent to make such initial recruitment and had otherwise followed the procedure prescribed for such recruitment. It is equally held that *"the all-important condition precedent for such regularization is that the initial entry of such employee must be made against the Sanctioned vacancy and by following the Rules and Regulations governing such entry*".

17. Similarly the constitution bench of the Hon'ble Apex Court in **State of Karnataka vs. Uma Devi (2006 (4) SCC 1)** held that *"If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued. Similarly, a temporary employee could not claim to be made permanent on the expiry of his term of appointment. It has also to be clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules. It is not open to the court to prevent regular recruitment at the instance of temporary employees whose period of employment has come to an end or of ad hoc employees who by the very nature of their appointment, do not acquire any right*." Here in the instant case the I party is claiming permanency and seeks for regularization mainly on the so called *"long duration of work"* (emphasis supplied) and not on any other valid ground. The dictum quoted above defeats his claim as it is bereft of valid support and devoid of merit.

18. Most of the rulings placed by the I party are not applicable to the facts of the case on hand. The Verdict of the Hon'ble High Court of Madras in **V Muthukumarasamy and others vs. The Chairman, LIC, Zonal Office dated 21.01.2007** also does not get any application in view of the fact involved in that case as the Petitioners therein were sponsored by the Employment Exchange and have been appointed on temporary basis from shortlisted candidates. As already observed, the I Party herein was not sponsored by Employment Exchange nor her engagement was in a clear vacancy by undergoing the Regular Recruitment process.

19. The I party further relied upon on the ruling of the Hon'ble High Court of Karnataka, Bengaluru in **R V Mohan Reddy vs. The Chairman, Karnataka Grameena Bank in WP No. 1944/2022 (L-RES) dated 10.02.2025** awarding 60% of Backwages to the Employee from the date of his termination reckoning the two decades of service he had under the management as a Peon on daily wage. As against that, the principle laid down by the Hon'ble Supreme Court in a plethora of rulings aforementioned consistently hold that the Casual Employment terminates when the same is discontinued, and merely because a temporary or casual worker has been engaged beyond the period of his employment, he would not be entitled to be absorbed into regular service or made permanent, if the original appointment was not in terms of the process envisaged by the relevant rules. So the legal position settled at rest by the Hon'ble Supreme Court disentitles the I party to put forth any claim of reinstatement, regularization, continuity of service or back wages with consequential benefits.

20. To sum up, the solitary materials viz., Ex W-1 seires indicate the payment made to the I Party in the year 2015 alone for the month of March and November and there is no valid material proving that his engagement was continuous in nature and hhe performed duties under the II Party continuously till the date of his disengagement so as to show that his tenure of service at a time was more than 240 days in a calendar year and his disengagement was in violation of the provisions of Section 25F of the ID Act. So on legal principle and on factual matrix the I Party failed to establish a case on merit justifying the relief sought for in the instant Industrial Dispute. Eventually his Claim Petition fails and the same is liable to be dismissed. With this view Points No. 1 to 3 are answered accordingly.

21. **POINT NO. 4:** In view of the above discussion, the I party is held as not entitled for any relief.

22. In the result, the following Award is passed

AWARD

The Claim Petition is Dismissed. No order as to cost.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 17.07.2025)

K P INDIRA, Presiding Officer

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1476.—औद्योगिक विवाद अधिनियम, 1847 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एलआईसी ऑफ़ इंडिया** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्रीमती गायत्री जी** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स न.-12/2018)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-103]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1476.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 12/2018)** of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **LIC of India** and **Smt. Gayathri G** which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. Z-16025/04/2025-IR(M)-103]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIUBNAL-CUM-LABOUR COURT

"Shram Sadan",
G G Palya, Tumkur Road,
Yeswanthpur, Bangalore – 560 022.

DATED : 17th JULY 2025

PRESENT : **SMT. K P INDIRA**
Presiding Officer

I D No. 12/2018

I Party	**II Party**
Smt. Gayathri G, W/o Shankar R L, C/o Sree Sha Graphics, I Main, Near I Cross Circle, J C Extn., HARIHARA – 577 601. Dist : Davangere.	The Senior Divisional Manager, LIC of India, Divisional Office, 100th Feet Road, Gopalagowda Road, SHIVAMOGGA - 577 205.

Appearances

I Party : **Shri M Rama Rao**
Authorized Representative

II Party : **Shri Vijayendra D Joshi**
Advocate

1. This is a Petition filed under Section 2A of the ID act. The claim set forth by the 1st party workman is that

she was appointed as an Assistant by the 2nd Party in a clear vacancy of Office Assistant w.e.f. 21.12.2009 by obtaining an Application and she has attended the interview conducted by the II Party; she was also assured with regularization of her services for the services rendered by her and that she was doing the duties of regular staff; that she was not paid with minimum scales as applicable to the Assistants and took work for more than eight hours per day without paying her overtime wages; inspite of repeated requests to absorb her to the permanent post she was deprived with the benefits of the permanent employees; that she was not provided with Provident Fund, Bonus Benefits though other employees were extended with the same; that she was suddenly retrenched from the services of the II Party orally from 16.12.2017 in the morning hours by the Branch Manager without notice, without payment of notice pay / retrenchment compensation though there were no allegations against her. She was retrenched from the services without prior intimation or paying her retrenchment compensation and without following due process of law and that the II Party has retrenched more than 20 workmen without filing approval application seeking permission from the appropriate Government to retrench their services as mandated under Section 25N of the Act; that due to the retrenchment she is facing irreparable hardship, agony and unable to run her family and that she does not know any other work than the Assistant job; that the II Party has employed fresh entrants in her place and the nature of work done by her is perennial in nature and taking the new entrants is illegal and malafide; that she raised an industrial dispute since no settlement was arrived she preferred to file the present petition requesting this Tribunal to declare the retrenchment of service by the II Party as not in accordance with the provisions of ID Act; reinstate her into service with full back wages and other benefits, regularization with continuity of service and ancillary benefits from the date of her appointment 21.12.2009 with cost.

2. The 2nd Party in their Counter Statement rebutted the Claim Statement stating that all the averments made are false; that LIC of India (Staff) Regulations, 1960 are not applicable to the temporary employees appointed by the II Party; that the I Party is put to strict proof of the above averments; that she was doing some unspecified job on daily wages on need basis and that they were paying wages as per the notification issued by the Government of Karnataka from time to time and therefore the question of extending Provident Fund Benefits does not arise. As the specified job was completed, her services were disengaged as per law and the question of issuing notice, retrenchment compensation or notice pay does not arise and that the II Party has not contravened the provisions of ID Act and the question of reinstatement with the back wages and other benefits does not arise. The Respondent has prayed for dismissal of the Petition with cost.

3. On the rival pleadings the following points arise for consideration:

"01. Whether the I Party has succeeded in proving that she was appointed by the II Party as Assistant on temporary basis in a clear vacancy as contended?

02. Whether the disengagement of the I Party from job by the II Party is illegal as contended by the I Party?

03. Whether the I Party is entitled for the reliefs prayed for?

04. What is the proper order to be passed?"

4. The I party has got examined herself as WW 1 and Ex W-1 to Ex W-11 are got marked. From the side of the II Party MW 1 is examined and Ex M-1 is marked.

5. Heard the arguments advanced by both sides. Written notes of Arguments are also submitted by both sides.

6. **POINTS NO. 1 TO 3** : Since the matter to be considered and adjudicated on these points are intertwined and interwoven, all these points are discussed together.

7. The I Party WW 1 claimed herself as a temporary employee / Assistant in Class III Category in a clear vacancy of Office Assistant under the II Party LIC of India since 21.12.2009 at its Harihara Branch and continued to work for eight years till 16.12.2017. Her case is that she has put in an application before the II Party and she was interviewed by the officials of the LIC at the Branch Office. According to her she was appointed with an assurance of regularization of her service within a few years coupled with the benefits applicable to permanent Assistants. The above claim of the I Party is stoutly denied by the II Party on the precincts that the I Party was engaged by the LIC purely on daily wages to perform some unspecified jobs and she has been paid daily wage for the days of her engagement. Such payment according to the II Party has never been meant as "**SALARY**".

8. Among the documents produced and proved by WW 1, there is nothing indicting her to have been called for an interview for the post of Office Assistant. She did not produce copy of application said to have been submitted by her before the II Party to the said post. Though she claimed that the II Party did publish notification calling for applications on their notice board, she could not specify the date of notification or its exhibition on the

notice board. She was not issued with any appointment letter by the II Party. On meticulous cross-examination she testified that she was appointed on temporary basis as daily wager. She was given wages for the period she served in the II Party. Ex W-1 series are the four vouchers and corresponding one receipt dated 01.01.2010 produced by the I Party to prove the payments received by her from the II Party LIC. The vouchers reflect the wages received by the I Party and similarly placed other workers. Those vouchers would never improve her case, much less it substantiates her contention that she was appointed in a clear vacancy by undergoing regular recruitment process. Those vouchers would never indicate continuous and uninterrupted service of the I Party under the II Party for eight years as contended by her.

9. MW 1 the Divisional Manager of the II Party specifically deposed that there is no particular notification for LIC separately for daily wage employees and such daily wagers were engaged based on need and requirements and there is no prescribed recruitment procedure for engaging them. Their wages were paid monthly in cash, debited from imprest Cash Account No. 111772. This fact stood revealed from Ex W-1 series vouchers. MW 1 reiterated that no order is issued to such persons for engaging them on daily wage. So without getting an appointment order from the management the I Party worker cannot qualify for herself to be entitled for permanency or rather regularization in the job. There is no basis for the so called assurance alleged to have been given by the II Party that she would be given permanency in service along with equivalent other benefits.

10. The purpose of production of Ex W-2 by the I Party, the confidential communication issued by the Regional Manager (P&IR) to all SDM under South Central Zones dated 25.11.2017 alerting the divisions to disengage all the daily wagers who are continued without any court case and calling for the number of daily wagers continuing by virtue of court cases pursuant to the decision of the competent authority is not profitably explained by the I Party. It is also not properly explained as to how the I Party / WW 1 happened to be in custody of Ex W-2, the confidential communication addressed to the SDM by its higher-up. Anyhow Ex W-2 is not of any help to the I Party to establish her case.

11. Ex W-3 dated 25.12.2017 is the representation made by the I Party to the Senior Divisional Manager seeking regularization of her service being aggrieved by stoppage of her service w.e.f. 16.12.2017 stating the same as retrenchment. In Ex W-3 she grieved before the authority that she was pulled out from job without notice and without payment of notice pay / retrenchment compensation despite having no allegations against her.

12. On 27.12.2017 she took up the matter for conciliation before the Assistant Labour Commissioner (C), Hubli under Ex W-4. Ex W-5 is the reply submitted by the II Party before the ALC(C), Hubli, in response to the Ex W-4 representation. All along, the II Party has adopted a firm defence that the I Party was engaged only as a daily wager on need basis due to office exigencies and she was neither recruited not given any appointment letter by any authority. Her engagement was purely on daily wages for carrying out work on peace meal basis depending upon the needs of the office and not as a temporary employee. Her pay of wages was as per the Government of Karnataka Gazette Notification revised from time to time. MW 1 during her evidence precisely testified that since the I Party was paid wages counting the number of days she worked, no deduction was made from her wage towards Provident Fund and payment of bonus to her also did not arise for consideration. The circumstances explained by MW 1 substantiates the contention raised by the II Party that the I Party was engaged only as a daily wager without there being any assurance of permanency of service and such alleged assurance being out of place.

13. Ex W-6 is the application filed by the I Party before the ALC(C) calling for documents from the II party during the conciliation proceedings. As per Ex W-7 the Assistant Labour Commissioner(C) conducted Joint Discussion on 05.02.2018 notifying further joint discussion to another date. Ex W-8 is also a similar application filed by the I Party before the Conciliation Officer calling for some more documents from the II party during the conciliation proceedings. Ex W-9 is the letter issued by the ALC(C) to LEO for collection of photocopies of documents from various branches. Ex W-10 is the copy of notification to the post of Recruitment of Assistant published by the II Party on 17.09.2019. She did not prefer to put in an Application against such notification. She testified that she is not eligible to file application to the said post. Ex W-11 is the representation given by the I Party to the Chairman, LIC of India requesting to appoint her to the vacancy notified and if not, to keep vacant one post of Office Assistant till the instant case gets over.

. None of the above documents produced and relied upon by the I Party renders any proof to the core point of controversy as to the status of employment at the time of her engagement under the II Party. Indeed, had it been an engagement as Daily Wager, she does not get entitled for any of the benefits sought in the Petition. The II Party Management to buttress its contention that the I Party was simply disengaged as there existed no further requirement of her service and she has not been a temporary employee capable of claiming any of the benefits sought for, relied upon various judicial pronouncements of the Hon'ble Apex Court. At the threshold it has to be observed that the I Party failed in showing any Rule, Law or Regulation nor any administrative order on the basis of which she claims reinstatement and regularization with continuity of Service and other monetory benefits. In order to high light the said aspect the II Party has relied upon the Hon'ble Supreme Court in **Subedar Singh and others vs. District Judge, Mirzapur and another 2001 1 SCC 37**.

15. It is contextually significant to follow the dictum laid down by the Hon'ble Apex Court in **State of Haryana vs. Jasmer Singh (1996 (11) SCC 77)** which reads :

> **"The respondents, therefore in the present appeals who are employed on daily wages cannot be treated as on a par with persons in regular service of the State of Haryana holding similar posts. Daily-rated workers are not required to possess the qualifications prescribed for regular workers, nor do they have to fulfil the requirement relating to age at the time of recruitment. They are not selected in the manner in which regular employees are selected. In other words the requirements for selection are not as rigorous. There are also other provisions relating to regular service such as the liability of a member of the service to be transferred, and his being subject to the disciplinary jurisdiction of the authorities as prescribed, which the daily-rated workmen are not subjected to. They cannot, therefore, be equated with regular workmen for the purposes for their wages. Nor can they claim the minimum of the regular pay-scale of the regularly employed"**

Referring to the said legal position the Hon'ble Apex Court in **State of Haryana and another vs. Tilak Raj and others (2003 (6) SCC 123)** held that a scale of pay is attached to a definite post and in case of a daily wager, he holds no posts. The I Party neither in her pleadings nor in evidence has made out the particular works she performed under the II Party, much less any material is placed by her as to the nature of the duties for which she was engaged by the II Party. The contention of the II Party in its Statement of Objection that the engagement of the I Party was for meeting the office exigencies to attend some unspecified jobs on payment of daily wage for the work performed is thus well founded.

16. In **Mohammed Ashif and others vs. State of Bihar and others (2010 (5) SCC 475)**, the Hon'ble Supreme Court held that the question of regularization of services of an Employee may arise only in situations where against an available clear vacancy an appointment is made on adhoc or on-daily wage basis by an authority competent to do so without any artificial break in service. The second situation in which the regularization could be granted is held to be where the initial entry of the employee against an available vacancy was found suffering from some flaws in the procedure in making the appointment though the person appointing was competent to make such initial recruitment and had otherwise followed the procedure prescribed for such recruitment. It is equally held that *"the all-important condition precedent for such regularization is that the initial entry of such employee must be made against the Sanctioned vacancy and by following the Rules and Regulations governing such entry*".

17. Similarly the constitution bench of the Hon'ble Apex Court in **State of Karnataka vs. Uma Devi (2006 (4) SCC 1)** held that *"If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued. Similarly, a temporary employee could not claim to be made permanent on the expiry of his term of appointment. It has also to be clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules. It is not open to the court to prevent regular recruitment at the instance of temporary employees whose period of employment has come to an end or of ad hoc employees who by the very nature of their appointment, do not acquire any right*." Here in the instant case the I party is claiming permanency and seeks for regularization mainly on the so called *"long duration of work"* (emphasis supplied) and not on any other valid ground. The dictum quoted above defeats her claim as it is bereft of valid support and devoid of merit.

18. Most of the rulings placed by the I party are not applicable to the facts of the case on hand. The Verdict of the Hon'ble High Court of Madras in **V Muthukumarasamy and others vs. The Chairman, LIC, Zonal Office dated 21.01.2007** also does not get any application in view of the fact involved in that case as the Petitioners therein were sponsored by the Employment Exchange and have been appointed on temporary basis from shortlisted candidates. As already observed, the I Party herein was not sponsored by Employment Exchange nor her engagement was in a clear vacancy by undergoing the Regular Recruitment process.

19. The I party further relied upon on the ruling of the Hon'ble High Court of Karnataka, Bengaluru in **R V Mohan Reddy vs. The Chairman, Karnataka Grameena Bank in WP No. 1944/2022 (L-RES) dated 10.02.2025** awarding 60% of Backwages to the Employee from the date of his termination reckoning the two decades of service he had under the management as a Peon on daily wage. As against that, the principle laid down by the Hon'ble Supreme Court in a plethora of rulings aforementioned consistently hold that the Casual Employment terminates when the same is discontinued, and merely because a temporary or casual worker has been engaged beyond the period of his employment, he would not be entitled to be absorbed into regular service or made permanent, if the original appointment was not in terms of the process envisaged by the relevant rules. So the legal position settled at rest by the Hon'ble Supreme Court disentitles the I party to put forth any claim of reinstatement, regularization, continuity of service or back wages with consequential benefits.

20. To sum up, the solitary materials viz., Ex W-1 vouchers show only pay for a single month in the respective years and there is no valid material proving that her engagement was continuous in nature and she performed duties under the II Party continuously till the date of her disengagement so as to show that her tenure of

service at a time was more than 240 days in a calendar year and her disengagement was in violation of the provisions of Section 25F of the ID Act. So on legal principle and on factual matrix the I Party failed to establish a case on merit justifying the relief sought for in the instant Industrial Dispute. Eventually her Claim Petition fails and the same is liable to be dismissed. With this view Points No. 1 to 3 are answered accordingly.

21. **POINT NO. 4:** In view of the above discussion, the I party is held as not entitled for any relief.

22. In the result, the following Award is passed

AWARD

The Claim Petition is Dismissed. No order as to cost.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 17.07.2025)

K P INDIRA, Presiding Officer

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1477.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एलआईसी ऑफ़ इंडिया** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री एस मोहन** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स न.-13/2018)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-104]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1477.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 13/2018)** of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **LIC of India** and **Shri S Mohan** which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. Z-16025/04/2025-IR(M)-104]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIUBNAL-CUM-LABOUR COURT

"Shram Sadan",
G G Palya, Tumkur Road,
Yeswanthpur, Bangalore – 560 022.

DATED : 17th JULY 2025

PRESENT : **SMT. K P INDIRA**
Presiding Officer

I D No. 13/2018

I Party

Shri S Mohan,
S/o Subramani V,
No. 146, Labour Colony,
7th Cross,
DAVANAGERE – 577 002.

II Party

The Senior Divisional Manager,
LIC of India, Divisional Office,
100th Feet Road,
Gopalagowda Road,
SHIVAMOGGA - 577 205.

Appearances

I Party : **Shri M Rama Rao**

Authorized Representative

II Party : **Shri Vijayendra D Joshi**

Advocate

1. This is a Petition filed under Section 2A of the ID act. The claim set forth by the 1st party workman is that he was appointed as an Assistant by the 2nd Party in a clear vacancy of Office Assistant w.e.f. 26.12.2010 by obtaining an Application and he has attended the interview conducted by the II Party; he was also assured with regularization of his services for the services rendered by him and that he was doing the duties of regular staff; that he was not paid with minimum scales as applicable to the Assistants and took work for more than eight hours per day without paying him overtime wages; inspite of repeated requests to absorb him to the permanent post he was deprived with the benefits of the permanent employees; that he was not provided with Provident Fund, Bonus Benefits though other employees were extended with the same; that he was suddenly retrenched from the services of the II Party orally from 16.12.2017 in the morning hours by the Branch Manager without notice, without payment of notice pay / retrenchment compensation though there were no allegations against him. He was retrenched from the services without prior intimation or paying him retrenchment compensation and without following due process of law and that the II Party has retrenched more than 20 workmen without filing approval application seeking permission from the appropriate Government to retrench their services as mandated under Section 25N of the Act; that due to the retrenchment he is facing irreparable hardship, agony and unable to run his family and that he does not know any other work than the Assistant job; that the II Party has employed fresh entrants in his place and the nature of work done by him is perennial in nature and taking the new entrants is illegal and malafide; that he raised an industrial dispute since no settlement was arrived he preferred to file the present petition requesting this Tribunal to declare the retrenchment of service by the II Party as not in accordance with the provisions of ID Act; reinstate him into service with full back wages and other benefits, regularization with continuity of service and ancillary benefits from the date of his appointment 26.12.2010 with cost.

2. The 2nd Party in their Counter Statement rebutted the Claim Statement stating that all the averments made are false; that LIC of India (Staff) Regulations, 1960 are not applicable to the temporary employees appointed by the II Party; that the I Party is put to strict proof of the above averments; that he was doing some unspecified job on daily wages on need basis and that they were paying wages as per the notification issued by the Government of Karnataka from time to time and therefore the question of extending Provident Fund Benefits does not arise. As the specified job was completed, his services were disengaged as per law and the question of issuing notice, retrenchment compensation or notice pay does not arise and that the II Party has not contravened the provisions of ID Act and the question of reinstatement with the backwages and other benefits does not arise. The Respondent has prayed for dismissal of the Petition with cost.

3. On the rival pleadings the following points arise for consideration:

"01. Whether the I Party has succeeded in proving that he was appointed by the II Party as Assistant on temporary basis in a clear vacancy as contended?

02. Whether the disengagement of the I Party from job by the II Party is illegal as contended by the I Party?

03. Whether the I Party is entitled for the reliefs prayed for?

04. What is the proper order to be passed?"

4. The I party has got examined himself as WW 1 and Ex W-1 to Ex W-10 are got marked. From the side of the II Party MW 1 is examined and Ex M-1 is marked.

5. Heard the arguments advanced by both sides. Written notes of Arguments are also submitted by both sides.

6. **POINTS NO. 1 TO 3** : Since the matter to be considered and adjudicated on these points are intertwined and interwoven, all these points are discussed together.

7. The I Party WW 1 claimed himself as a temporary employee / Assistant in Class III Category in a clear vacancy of Office Assistant under the II Party LIC of India since 26.12.2010 at its Davanagere I Branch and continued to work for Seven years till 16.12.2017. His case is that he has put in an application before the II Party and he was interviewed by the officials of the LIC at the Branch Office. According to him he was appointed with an assurance of regularization of his service within a few years coupled with the benefits applicable to permanent Assistants. The above claim of the I Party is stoutly denied by the II Party on the precincts that the I Party was engaged by the LIC purely on daily wages to perform some unspecified jobs and he has been paid daily wage for the days of his engagement. Such payment according to the II Party has never been meant as "**SALARY**".

8. Among the documents produced and proved by WW 1, there is nothing indicting him to have been called for an interview for the post of Office Assistant. He did not produce copy of application said to have been submitted by him before the II Party to the said post. Though he claimed that the II Party did publish notification

calling for applications on their notice board, he could not specify the date of notification or its exhibition on the notice board. He was not issued with any appointment letter by the II Party. On meticulous cross-examination he testified that he was appointed on temporary basis as daily wager. He was given wages for the period he served in the II Party. Ex W-1 series are two vouchers produced by the I Party to prove the payments received by him from the II Party LIC. The vouchers reflect the wages received by the I Party and similarly placed other workers. Those vouchers would never improve his case, much less it substantiates his contention that he was appointed in a clear vacancy by undergoing regular recruitment process. Those vouchers would never indicate continuous and uninterrupted service of the I Party under the II Party for Six years as contended by him.

9. MW 1 the Divisional Manager of the II Party specifically deposed that there is no particular notification for LIC separately for daily wage employees and such daily wagers were engaged based on need and requirements and there is no prescribed recruitment procedure for engaging them. Their wages were paid monthly in cash, debited from imprest Cash Account No. 111772. This fact stood revealed from Ex W-1 series vouchers. MW 1 reiterated that no order is issued to such persons for engaging them on daily wage. So without getting an appointment order from the management the I Party worker cannot qualify for himself to be entitled for permanency or rather regularization in the job. There is no basis for the so called assurance alleged to have been given by the II Party that he would be given permanency in service along with equivalent other benefits.

10. The purpose of production of Ex W-2 by the I Party, the confidential communication issued by the Regional Manager (P&IR) to all SDM under South Central Zones dated 25.11.2017 alerting the divisions to disengage all the daily wagers who are continued without any court case and calling for the number of daily wagers continuing by virtue of court cases pursuant to the decision of the competent authority is not profitably explained by the I Party. It is also not properly explained as to how the I Party / WW 1 happened to be in custody of Ex W-2, the confidential communication addressed to the SDM by its higher-up. Anyhow Ex W-2 is not of any help to the I Party to establish his case.

11. Ex W-3 dated 25.12.2017 is the representation made by the I Party to the Senior Divisional Manager seeking regularization of his service being aggrieved by stoppage of his service w.e.f. 18.12.2017 stating the same as retrenchment. In Ex W-3 he grieved before the authority that he was pulled out from job without notice and without payment of notice pay / retrenchment compensation despite having no allegations against him.

12. On 27.12.2017 he took up the matter for conciliation before the Assistant Labour Commissioner (C), Hubli under Ex W-4. Ex W-5 is the reply submitted by the II Party before the ALC(C), Hubli, in response to the Ex W-4 representation. All along, the II Party has adopted a firm defence that the I Party was engaged only as a daily wager on need basis due to office exigencies and he was neither recruited not given any appointment letter by any authority. His engagement was purely on daily wages for carrying out work on peace meal basis depending upon the needs of the office and not as a temporary employee. His pay of wages was as per the Government of Karnataka Gazette Notification revised from time to time. MW 1 during his evidence precisely testified that since the I Party was paid wages counting the number of days he worked, no deduction was made from his wage towards Provident Fund and payment of bonus to him also did not arise for consideration. The circumstances explained by MW 1 substantiates the contention raised by the II Party that the I Party was engaged only as a daily wager without there being any assurance of permanency of service and such alleged assurance being out of place.

13. Ex W-6 is the application filed by the I Party before the ALC(C) calling for documents from the II party during the conciliation proceedings. As per Ex W-7 the Assistant Labour Commissioner(C) conducted Joint Discussion on 05.02.2018 notifying further joint discussion to another date. Ex W-8 is also a similar application filed by the I Party before the Conciliation Officer calling for some more documents from the II party during the conciliation proceedings. Ex W-9 is the letter issued by the ALC(C) to LEO for collection of photocopies of documents from various branches. Though I came to know about the notification I did not prefer to put in an Application against such notification. He testified that he is not eligible to file application to the said post. Ex W-10 is the representation given by the I Party to the Chairman, LIC of India requesting to appoint her to the vacancy notified and if not, to keep vacant one post of Office Assistant till the instant case gets over.

None of the above documents produced and relied upon by the I Party renders any proof to the core point of controversy as to the status of employment at the time of his engagement under the II Party. Indeed, had it been an engagement as Daily Wager, he does not get entitled for any of the benefits sought in the Petition. The II Party Management to buttress its contention that the I Party was simply disengaged as there existed no further requirement of his service and he has not been a temporary employee capable of claiming any of the benefits sought for, relied upon various judicial pronouncements of the Hon'ble Apex Court. At the threshold it has to be observed that the I Party failed in showing any Rule, Law or Regulation nor any administrative order on the basis of which he claims reinstatement and regularization with continuity of Service and other monetory benefits. In order to high light the said aspect the II Party has relied upon the Hon'ble Supreme Court in **Subedar Singh and others vs. District Judge, Mirzapur and another 2001 1 SCC 37**.

15. It is contextually significant to follow the dictum laid down by the Hon'ble Apex Court in **State of Haryana vs. Jasmer Singh (1996 (11) SCC 77)** which reads :

> **"The respondents, therefore in the present appeals who are employed on daily wages cannot be treated as on a par with persons in regular service of the State of Haryana holding similar posts. Daily-rated workers are not required to possess the qualifications prescribed for regular workers, nor do they have to fulfil the requirement relating to age at the time of recruitment. They are not selected in the manner in which regular employees are selected. In other words the requirements for selection are not as rigorous. There are also other provisions relating to regular service such as the liability of a member of the service to be transferred, and his being subject to the disciplinary jurisdiction of the authorities as prescribed, which the daily-rated workmen are not subjected to. They cannot, therefore, be equated with regular workmen for the purposes for their wages. Nor can they claim the minimum of the regular pay-scale of the regularly employed"**

Referring to the said legal position the Hon'ble Apex Court in **State of Haryana and another vs. Tilak Raj and others (2003 (6) SCC 123)** held that a scale of pay is attached to a definite post and in case of a daily wager, he holds no posts. The I Party neither in his pleadings nor in evidence has made out the particular works he performed under the II Party, much less any material is placed by him as to the nature of the duties for which he was engaged by the II Party. The contention of the II Party in its Statement of Objection that the engagement of the I Party was for meeting the office exigencies to attend some unspecified jobs on payment of daily wage for the work performed is thus well founded.

16. In **Mohammed Ashif and others vs. State of Bihar and others (2010 (5) SCC 475)**, the Hon'ble Supreme Court held that the question of regularization of services of an Employee may arise only in situations where against an available clear vacancy an appointment is made on adhoc or on-daily wage basis by an authority competent to do so without any artificial break in service. The second situation in which the regularization could be granted is held to be where the initial entry of the employee against an available vacancy was found suffering from some flaws in the procedure in making the appointment though the person appointing was competent to make such initial recruitment and had otherwise followed the procedure prescribed for such recruitment. It is equally held that *"the all-important condition precedent for such regularization is that the initial entry of such employee must be made against the Sanctioned vacancy and by following the Rules and Regulations governing such entry*".

17. Similarly the constitution bench of the Hon'ble Apex Court in **State of Karnataka vs. Uma Devi (2006 (4) SCC 1)** held that *"If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued. Similarly, a temporary employee could not claim to be made permanent on the expiry of his term of appointment. It has also to be clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules. It is not open to the court to prevent regular recruitment at the instance of temporary employees whose period of employment has come to an end or of ad hoc employees who by the very nature of their appointment, do not acquire any right*." Here in the instant case the I party is claiming permanency and seeks for regularization mainly on the so called *"long duration of work"* (emphasis supplied) and not on any other valid ground. The dictum quoted above defeats his claim as it is bereft of valid support and devoid of merit.

18. Most of the rulings placed by the I party are not applicable to the facts of the case on hand. The Verdict of the Hon'ble High Court of Madras in **V Muthukumarasamy and others vs. The Chairman, LIC, Zonal Office dated 21.01.2007** also does not get any application in view of the fact involved in that case as the Petitioners therein were sponsored by the Employment Exchange and have been appointed on temporary basis from shortlisted candidates. As already observed, the I Party herein was not sponsored by Employment Exchange nor her engagement was in a clear vacancy by undergoing the Regular Recruitment process.

19. The I party further relied upon on the ruling of the Hon'ble High Court of Karnataka, Bengaluru in **R V Mohan Reddy vs. The Chairman, Karnataka Grameena Bank in WP No. 1944/2022 (L-RES) dated 10.02.2025** awarding 60% of Backwages to the Employee from the date of his termination reckoning the two decades of service he had under the management as a Peon on daily wage. As against that, the principle laid down by the Hon'ble Supreme Court in a plethora of rulings aforementioned consistently hold that the Casual Employment terminates when the same is discontinued, and merely because a temporary or casual worker has been engaged beyond the period of his employment, he would not be entitled to be absorbed into regular service or made permanent, if the original appointment was not in terms of the process envisaged by the relevant rules. So the legal position settled at rest by the Hon'ble Supreme Court disentitles the I party to put forth any claim of reinstatement, regularization, continuity of service or back wages with consequential benefits.

20. To sum up, the solitary materials viz., Ex W-1 seires indicate the payment made to the I Party in the year 2015 alone for the month of March and November and there is no valid material proving that his engagement was continuous in nature and hhe performed duties under the II Party continuously till the date of his disengagement so as to show that his tenure of service at a time was more than 240 days in a calendar year and his disengagement was in violation of the provisions of Section 25F of the ID Act. So on legal principle and on factual matrix the I Party failed to establish a case on merit justifying the relief sought for in the instant Industrial Dispute. Eventually his Claim Petition fails and the same is liable to be dismissed. With this view Points No. 1 to 3 are answered accordingly.

21. **POINT NO. 4:** In view of the above discussion, the I party is held as not entitled for any relief.

22. In the result, the following Award is passed

AWARD

The Claim Petition is Dismissed. No order as to cost.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 17.07.2025)

K P INDIRA, Presiding Officer

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1478.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एलआईसी ऑफ़ इंडिया** के प्रबंधतंत्र के संबद्ध नियोजकों और **कुमारी प्रिया डी के** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स न.-15/2018)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-105]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1478.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 15/2018)** of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **LIC of India** and **Kum. Priya D K** which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. Z-16025/04/2025-IR(M)-105]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIUBNAL-CUM-LABOUR COURT

"Shram Sadan",
G G Palya, Tumkur Road,
Yeswanthpur, Bangalore – 560 022.

DATED : 17th JULY 2025

PRESENT : **SMT. K P INDIRA**
Presiding Officer

I D No. 15/2018

I Party	**II Party**
Kum. Priya D K, D/o Dharanendrappa K, 667/3, Baleholada Siddalingappa Road, Hondada	The Senior Divisional Manager, LIC of India, Divisional Office, 100th Feet Road,

Road, Gopalagowda Road,
DAVANAGERE – 577 001. SHIVAMOGGA - 577 205.

Appearances

I Party : **Shri M Rama Rao**
Authorized Representative

II Party : **Shri Vijayendra D Joshi**
Advocate

1. This is a Petition filed under Section 2A of the ID act. The claim set forth by the 1st party workman is that she was appointed as an Assistant by the 2nd Party in a clear vacancy of Office Assistant w.e.f. 03.05.2015 by obtaining an Application and she has attended the interview conducted by the II Party; she was also assured with regularization of her services for the services rendered by her and that she was doing the duties of regular staff; that she was not paid with minimum scales as applicable to the Assistants and took work for more than eight hours per day without paying her overtime wages; inspite of repeated requests to absorb her to the permanent post she was deprived with the benefits of the permanent employees; that she was not provided with Provident Fund, Bonus Benefits though other employees were extended with the same; that she was suddenly retrenched from the services of the II Party orally from 02.07.2016 in the morning hours by the Branch Manager without notice, without payment of notice pay / retrenchment compensation though there were no allegations against her. She was retrenched from the services without prior intimation or paying her retrenchment compensation and without following due process of law. As per Section 25N of the ID Act, the II Party should have filed application seeking permission from the appropriate Government to retrench her services with copy to her; that due to the retrenchment she is facing irreparable hardship, agony and unable to run her family and that she does not know any other work than the Assistant job; that the II Party has employed fresh entrants in her place and the nature of work done by her is perennial in nature and taking the new entrants is illegal and malafide; that she raised an industrial dispute since no settlement was arrived she preferred to file the present petition requesting this Tribunal to declare the retrenchment of service by the II Party as not in accordance with the provisions of ID Act; reinstate her into service with full back wages and other benefits, regularization with continuity of service and ancillary benefits from the date of her appointment 03.05.2015 with cost.

2. The 2nd Party in their Counter Statement rebutted the Claim Statement stating that all the averments made are false; that LIC of India (Staff) Regulations, 1960 are not applicable to the temporary employees appointed by the II Party; that the I Party is put to strict proof of the above averments; that she was doing some unspecified job on daily wages on need basis and that they were paying wages as per the notification issued by the Government of Karnataka from time to time and therefore the question of extending Provident Fund Benefits does not arise. As the specified job was completed, her services were disengaged as per law and the question of issuing notice, retrenchment compensation or notice pay does not arise and that the II Party has not contravened the provisions of ID Act and the question of reinstatement with the backwages and other benefits does not arise. The Respondent has prayed for dismissal of the Petition with cost.

3. On the rival pleadings the following points arise for consideration:

"01. Whether the I Party has succeeded in proving that she was appointed by the II Party as Assistant on temporary basis in a clear vacancy as contended?

02. Whether the disengagement of the I Party from job by the II Party is illegal as contended by the I Party?

03. Whether the I Party is entitled for the reliefs prayed for?

04. What is the proper order to be passed?"

4. The I party has got examined herself as WW 1 and Ex W-1 to Ex W-11 are got marked. From the side of the II Party MW 1 is examined and Ex M-1 is marked.

5. Heard the arguments advanced by both sides. Written notes of Arguments are also submitted by both sides.

6. **POINTS NO. 1 TO 3** : Since the matter to be considered and adjudicated on these points are intertwined and interwoven, all these points are discussed together.

7. The I Party WW 1 claimed herself as a temporary employee / Assistant in Class III Category in a clear vacancy of Office Assistant under the II Party LIC of India since 03.05.2015 at its Davanagere I Branch and continued to work for One year till 02.07.2016. Her case is that she has put in an application before the II Party

and she was interviewed by the officials of the LIC at the Branch Office. According to her she was appointed with an assurance of regularization of her service within a few years coupled with the benefits applicable to permanent Assistants. The above claim of the I Party is stoutly denied by the II Party on the precincts that the I Party was engaged by the LIC purely on daily wages to perform some unspecified jobs and she has been paid daily wage for the days of her engagement. Such payment according to the II Party has never been meant as "**SALARY**".

8. Among the documents produced and proved by WW 1, there is nothing indicting her to have been called for an interview for the post of Office Assistant. She did not produce copy of application said to have been submitted by her before the II Party to the said post. Though she claimed that the II Party did publish notification calling for applications on their notice board, she could not specify the date of notification or its exhibition on the notice board. She was not issued with any appointment letter by the II Party. On meticulous cross-examination she testified that she was appointed on temporary basis as daily wager. She was given wages for the period she served in the II Party. Ex W-1 series are the two vouchers produced by the I Party to prove the payments received by her from the II Party LIC. The vouchers reflect the wages received by the I Party and similarly placed other workers. Those vouchers would never improve her case, much less it substantiates her contention that she was appointed in a clear vacancy by undergoing regular recruitment process. Those vouchers would never indicate continuous and uninterrupted service of the I Party under the II Party for One year as contended by her.

9. MW 1 the Divisional Manager of the II Party specifically deposed that there is no particular notification for LIC separately for daily wage employees and such daily wagers were engaged based on need and requirements and there is no prescribed recruitment procedure for engaging them. Their wages were paid monthly in cash, debited from imprest Cash Account No. 111772. This fact stood revealed from Ex W-1 series vouchers. MW 1 reiterated that no order is issued to such persons for engaging them on daily wage. So without getting an appointment order from the management the I Party worker cannot qualify for herself to be entitled for permanency or rather regularization in the job. There is no basis for the so called assurance alleged to have been given by the II Party that she would be given permanency in service along with equivalent other benefits.

10. The purpose of production of Ex W-2 by the I Party, the confidential communication issued by the Regional Manager (P&IR) to all SDM under South Central Zones dated 25.11.2017 alerting the divisions to disengage all the daily wagers who are continued without any court case and calling for the number of daily wagers continuing by virtue of court cases pursuant to the decision of the competent authority is not profitably explained by the I Party. It is also not properly explained as to how the I Party / WW 1 happened to be in custody of Ex W-2, the confidential communication addressed to the SDM by its higher-up. Anyhow Ex W-2 is not of any help to the I Party to establish her case.

11. Ex W-3 dated 25.12.2017 is the representation made by the I Party to the Senior Divisional Manager seeking regularization of her service being aggrieved by stoppage of her service w.e.f. 02.07.2016 stating the same as retrenchment. In Ex W-3 she grieved before the authority that she was pulled out from job without notice and without payment of notice pay / retrenchment compensation despite having no allegations against her.

12. On 25.12.2017 she took up the matter for conciliation before the Assistant Labour Commissioner (C), Hubli under Ex W-4. Ex W-5 is the reply submitted by the II Party before the ALC(C), Hubli, in response to the Ex W-4 representation. All along, the II Party has adopted a firm defence that the I Party was engaged only as a daily wager on need basis due to office exigencies and she was neither recruited not given any appointment letter by any authority. Her engagement was purely on daily wages for carrying out work on peace meal basis depending upon the needs of the office and not as a temporary employee. Her pay of wages was as per the Government of Karnataka Gazette Notification revised from time to time. MW 1 during her evidence precisely testified that since the I Party was paid wages counting the number of days she worked, no deduction was made from her wage towards Provident Fund and payment of bonus to her also did not arise for consideration. The circumstances explained by MW 1 substantiates the contention raised by the II Party that the I Party was engaged only as a daily wager without there being any assurance of permanency of service and such alleged assurance being out of place.

13. Ex W-6 is the application filed by the I Party before the ALC(C) calling for documents from the II party during the conciliation proceedings. As per Ex W-7 the Assistant Labour Commissioner(C) conducted Joint Discussion on 05.02.2018 notifying further joint discussion to another date. Ex W-8 is also a similar application filed by the I Party before the Conciliation Officer calling for some more documents from the II party during the conciliation proceedings. Ex W-9 is the letter issued by the ALC(C) to LEO for collection of photocopies of documents from various branches. Ex W-10 is the copy of notification to the post of Recruitment of Assistant published by the II Party on 17.09.2019. She did not prefer to put in an Application against such notification. She testified that she is not eligible to file application to the said post. Ex W-11 is the representation given by the I Party to the Chairman, LIC of India requesting to appoint her to the vacancy notified and if not, to keep vacant one post of Office Assistant till the instant case gets over.

14. None of the above documents produced and relied upon by the I Party renders any proof to the core point of controversy as to the status of employment at the time of her engagement under the II Party. Indeed, had it been

an engagement as Daily Wager, she does not get entitled for any of the benefits sought in the Petition. The II Party Management to buttress its contention that the I Party was simply disengaged as there existed no further requirement of her service and she has not been a temporary employee capable of claiming any of the benefits sought for, relied upon various judicial pronouncements of the Hon'ble Apex Court. At the threshold it has to be observed that the I Party failed in showing any Rule, Law or Regulation nor any administrative order on the basis of which she claims reinstatement and regularization with continuity of Service and other monetory benefits. In order to high light the said aspect the II Party has relied upon the Hon'ble Supreme Court in **Subedar Singh and others vs. District Judge, Mirzapur and another 2001 1 SCC 37**.

15. It is contextually significant to follow the dictum laid down by the Hon'ble Apex Court in **State of Haryana vs. Jasmer Singh (1996 (11) SCC 77)** which reads :

> **"The respondents, therefore in the present appeals who are employed on daily wages cannot be treated as on a par with persons in regular service of the State of Haryana holding similar posts. Daily-rated workers are not required to possess the qualifications prescribed for regular workers, nor do they have to fulfil the requirement relating to age at the time of recruitment. They are not selected in the manner in which regular employees are selected. In other words the requirements for selection are not as rigorous. There are also other provisions relating to regular service such as the liability of a member of the service to be transferred, and his being subject to the disciplinary jurisdiction of the authorities as prescribed, which the daily-rated workmen are not subjected to. They cannot, therefore, be equated with regular workmen for the purposes for their wages. Nor can they claim the minimum of the regular pay-scale of the regularly employed"**

Referring to the said legal position the Hon'ble Apex Court in **State of Haryana and another vs. Tilak Raj and others (2003 (6) SCC 123)** held that a scale of pay is attached to a definite post and in case of a daily wager, he holds no posts. The I Party neither in her pleadings nor in evidence has made out the particular works she performed under the II Party, much less any material is placed by her as to the nature of the duties for which she was engaged by the II Party. The contention of the II Party in its Statement of Objection that the engagement of the I Party was for meeting the office exigencies to attend some unspecified jobs on payment of daily wage for the work performed is thus well founded.

16. In **Mohammed Ashif and others vs. State of Bihar and others (2010 (5) SCC 475)**, the Hon'ble Supreme Court held that the question of regularization of services of an Employee may arise only in situations where against an available clear vacancy an appointment is made on adhoc or on-daily wage basis by an authority competent to do so without any artificial break in service. The second situation in which the regularization could be granted is held to be where the initial entry of the employee against an available vacancy was found suffering from some flaws in the procedure in making the appointment though the person appointing was competent to make such initial recruitment and had otherwise followed the procedure prescribed for such recruitment. It is equally held that *"the all-important condition precedent for such regularization is that the initial entry of such employee must be made against the Sanctioned vacancy and by following the Rules and Regulations governing such entry*".

17. Similarly the constitution bench of the Hon'ble Apex Court in **State of Karnataka vs. Uma Devi (2006 (4) SCC 1)** held that *"If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued. Similarly, a temporary employee could not claim to be made permanent on the expiry of his term of appointment. It has also to be clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules. It is not open to the court to prevent regular recruitment at the instance of temporary employees whose period of employment has come to an end or of ad hoc employees who by the very nature of their appointment, do not acquire any right*." Here in the instant case the I party is claiming permanency and seeks for regularization mainly on the so called *"long duration of work"* (emphasis supplied) and not on any other valid ground. The dictum quoted above defeats her claim as it is bereft of valid support and devoid of merit.

18. Most of the rulings placed by the I party are not applicable to the facts of the case on hand. The Verdict of the Hon'ble High Court of Madras in **V Muthukumarasamy and others vs. The Chairman, LIC, Zonal Office dated 21.01.2007** also does not get any application in view of the fact involved in that case as the Petitioners therein were sponsored by the Employment Exchange and have been appointed on temporary basis from shortlisted candidates. As already observed, the I Party herein was not sponsored by Employment Exchange nor her engagement was in a clear vacancy by undergoing the Regular Recruitment process.

19. The I party further relied upon on the ruling of the Hon'ble High Court of Karnataka, Bengaluru in **R V Mohan Reddy vs. The Chairman, Karnataka Grameena Bank in WP No. 1944/2022 (L-RES) dated 10.02.2025** awarding 60% of Backwages to the Employee from the date of his termination reckoning the two decades of service he had under the management as a Peon on daily wage. As against that, the principle laid down

by the Hon'ble Supreme Court in a plethora of rulings aforementioned consistently hold that the Casual Employment terminates when the same is discontinued, and merely because a temporary or casual worker has been engaged beyond the period of his employment, he would not be entitled to be absorbed into regular service or made permanent, if the original appointment was not in terms of the process envisaged by the relevant rules. So the legal position settled at rest by the Hon'ble Supreme Court disentitles the I party to put forth any claim of reinstatement, regularization, continuity of service or back wages with consequential benefits.

20. To sum up, the solitary materials viz., Ex W-1 vouchers show only pay for a single month in the respective years and there is no valid material proving that her engagement was continuous in nature and she performed duties under the II Party continuously till the date of her disengagement so as to show that her tenure of service at a time was more than 240 days in a calendar year and her disengagement was in violation of the provisions of Section 25F of the ID Act. So on legal principle and on factual matrix the I Party failed to establish a case on merit justifying the relief sought for in the instant Industrial Dispute. Eventually her Claim Petition fails and the same is liable to be dismissed. With this view Points No. 1 to 3 are answered accordingly.

21. **POINT NO. 4:** In view of the above discussion, the I party is held as not entitled for any relief.

22. In the result, the following Award is passed

AWARD

The Claim Petition is Dismissed. No order as to cost.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 17.07.2025)

K P INDIRA, Presiding Officer

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1479.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एलआईसी ऑफ़ इंडिया** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्रीमती शालिनी एच आर** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स न.-19/2018)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-107]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1479.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 19/2018)** of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **LIC of India** and **Smt. Shalini H R** which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. Z-16025/04/2025-IR(M)-107]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIUBNAL-CUM-LABOUR COURT

"Shram Sadan",
G G Palya, Tumkur Road,
Yeswanthpur, Bangalore – 560 022

DATED : 17th JULY 2025

PRESENT : **SMT. K P INDIRA**
Presiding Officer

I D No. 19/2018

I Party

Smt. Shalini H R,
W/o Yogesh N C,
D No. 24, II Cross,

II Party

The Senior Divisional Manager,
LIC of India, Divisional Office,

Hosananjapura,	100th Feet Road,
Grama Post: Hosasiddapura,	Gopalagowda Road,
BHADRAVATHI – 577 301.	SHIVAMOGGA - 577 205.

Appearances

I Party : **M Rama Rao**

Authorized Representative

II Party : **Shri Rajesh Shetty**

Advocate

1. This is a Petition filed under Section 2A of the ID act. The claim set forth by the 1st party workman is that she was appointed as an Assistant by the 2nd Party in a clear vacancy of Office Assistant w.e.f. 01.10.2008 by obtaining an Application and she has attended the interview conducted by the II Party; she was also assured with regularization of her services for the services rendered by her and that she was doing the duties of regular staff; that she was not paid with minimum scales as applicable to the Assistants and took work for more than eight hours per day without paying her overtime wages; inspite of repeated requests to absorb her to the permanent post she was deprived with the benefits of the permanent employees; that she was not provided with Provident Fund, Bonus Benefits though other employees were extended with the same; that she was suddenly retrenched from the services of the II Party orally from 18.12.2017 in the morning hours by the Branch Manager without notice, without payment of notice pay / retrenchment compensation though there were no allegations against her. She was retrenched from the services without prior intimation or paying her retrenchment compensation and without following due process of law and that the II Party has retrenched more than 20 workmen without filing approval application seeking permission from the appropriate Government to retrench their services as mandated under Section 25N of the Act; that due to the retrenchment she is facing irreparable hardship, agony and unable to run her family and that she does not know any other work than the Assistant job; that the II Party has employed fresh entrants in her place and the nature of work done by her is perennial in nature and taking the new entrants is illegal and malafide; that she raised an industrial dispute since no settlement was arrived she preferred to file the present petition requesting this Tribunal to declare the retrenchment of service by the II Party as not in accordance with the provisions of ID Act; reinstate her into service with full back wages and other benefits, regularization with continuity of service and ancillary benefits from the date of her appointment 01.10.2008 with cost.

2. The 2nd Party in their Counter Statement rebutted the Claim Statement stating that all the averments made are false; that LIC of India (Staff) Regulations, 1960 are not applicable to the temporary employees appointed by the II Party; that the I Party is put to strict proof of the above averments; that she was doing some unspecified job on daily wages on need basis and that they were paying wages as per the notification issued by the Government of Karnataka from time to time and therefore the question of extending Provident Fund Benefits does not arise. As the specified job was completed, her services were disengaged as per law and the question of issuing notice, retrenchment compensation or notice pay does not arise and that the II Party has not contravened the provisions of ID Act and the question of reinstatement with the back wages and other benefits does not arise. The Respondent has prayed for dismissal of the Petition with cost.

3. On the rival pleadings the following points arise for consideration:

"01. Whether the I Party has succeeded in proving that she was appointed by the II Party as Assistant on temporary basis in a clear vacancy as contended?

02. Whether the disengagement of the I Party from job by the II Party is illegal as contended by the I Party?

03. Whether the I Party is entitled for the reliefs prayed for?

04. What is the proper order to be passed?"

4. The I party has got examined herself as WW 1 and Ex W-1 to Ex W-13 are got marked. From the side of the II Party MW 1 is examined and Ex M-1 is marked.

5. Heard the arguments advanced by both sides. Written notes of Arguments are also submitted by both sides.

6. **POINTS NO. 1 TO 3** : Since the matter to be considered and adjudicated on these points are intertwined and interwoven, all these points are discussed together.

7. The I Party WW 1 claimed herself as a temporary employee / Assistant in Class III Category in a clear vacancy of Office Assistant under the II Party LIC of India since 01.10.2008 at its Bhadravathi Branch and continued to work for nine years till 18.12.2017. Her case is that she has put in an application before the II Party and she was interviewed by the officials of the LIC at the Branch Office. According to her she was appointed with an assurance of regularization of her service within a few years coupled with the benefits applicable to permanent Assistants. The above claim of the I Party is stoutly denied by the II Party on the precincts that the I Party was engaged by the LIC purely on daily wages to perform some unspecified jobs and she has been paid daily wage for the days of her engagement. Such payment according to the II Party has never been meant as "**SALARY**".

8. Among the documents produced and proved by WW 1, there is nothing indicting her to have been called for an interview for the post of Office Assistant. She did not produce copy of application said to have been submitted by her before the II Party to the said post. Though she claimed that the II Party did publish notification calling for applications on their notice board, she could not specify the date of notification or its exhibition on the notice board. She was not issued with any appointment letter by the II Party. On meticulous cross-examination she testified that she was appointed on temporary basis as daily wager. She was given wages for the period she served in the II Party. Ex W-1 series are the nine vouchers produced by the I Party to prove the payments received by her from the II Party LIC. The vouchers reflect the wages received by the I Party and similarly placed other workers. Those vouchers would never improve her case, much less it substantiates her contention that she was appointed in a clear vacancy by undergoing regular recruitment process. Those vouchers would never indicate continuous and uninterrupted service of the I Party under the II Party for nine years as contended by her.

9. MW 1 the Divisional Manager of the II Party specifically deposed that there is no particular notification for LIC separately for daily wage employees and such daily wagers were engaged based on need and requirements and there is no prescribed recruitment procedure for engaging them. Their wages were paid monthly in cash, debited from imprest Cash Account No. 111772. This fact stood revealed from Ex W-1 series vouchers. MW 1 reiterated that no order is issued to such persons for engaging them on daily wage. So without getting an appointment order from the management the I Party worker cannot qualify for herself to be entitled for permanency or rather regularization in the job. There is no basis for the so called assurance alleged to have been given by the II Party that she would be given permanency in service along with equivalent other benefits.

10. Ex W-2 was produced by the I Party to bring home the appreciation made by the management on her service to make the Bhadravathi Branch as an error free branch. This document also does not render any aid or assistance to substantiate her claim for permanency or regularization in the post she worked. Ex W-11 is also a similar document like Ex W-2.

11. The purpose of production of Ex W-3 by the I Party, the confidential communication issued by the Regional Manager (P&IR) to all SDM under South Central Zones dated 25.11.2017 alerting the divisions to disengage all the daily wagers who are continued without any court case and calling for the number of daily wagers continuing by virtue of court cases pursuant to the decision of the competent authority is not profitably explained by the I Party. It is also not properly explained as to how the I Party / WW 1 happened to be in custody of Ex W-3, the confidential communication addressed to the SDM by its higher-up. Anyhow Ex W-3 is not of any help to the I Party to establish her case.

12. Ex W-4 dated 25.12.2017 is the representation made by the I Party to the Senior Divisional Manager seeking regularization of her service being aggrieved by stoppage of her service w.e.f. 18.12.2017 stating the same as retrenchment. In Ex W-4 she grieved before the authority that she was pulled out from job without notice and without payment of notice pay / retrenchment compensation despite having no allegations against her.

13. On 27.12.2017 she took up the matter for conciliation before the Assistant Labour Commissioner (C), Hubli under Ex W-5. Ex W-6 is the reply submitted by the II Party before the ALC(C), Hubli, in response to the Ex W-5 representation. All along, the II Party has adopted a firm defence that the I Party was engaged only as a daily wager on need basis due to office exigencies and she was neither recruited not given any appointment letter by any authority. Her engagement was purely on daily wages for carrying out work on peace meal basis depending upon the needs of the office and not as a temporary employee. Her pay of wages was as per the Government of Karnataka Gazette Notification revised from time to time. MW 1 during her evidence precisely testified that since the I Party was paid wages counting the number of days she worked, no deduction was made from her wage towards Provident Fund and payment of bonus to her also did not arise for consideration. The circumstances explained by MW 1 substantiates the contention raised by the II Party that the I Party was engaged only as a daily wager without there being any assurance of permanency of service and such alleged assurance being out of place.

14. Ex W-7 is the application filed by the I Party before the ALC(C) calling for documents from the II party during the conciliation proceedings. As per Ex W-8 the Assistant Labour Commissioner(C) conducted Joint Discussion on 05.02.2018 notifying further joint discussion to another date. Ex W-9 is also a similar application filed by the I Party before the Conciliation Officer calling for some more documents from the II party during the conciliation proceedings. Ex W-10 is the letter issued by the ALC(C) to LEO for collection of photocopies of

documents from various branches. Ex W-12 is the copy of notification to the post of Recruitment of Assistant published by the II Party on 17.09.2019. She did not prefer to put in an Application against such notification. She testified that she is not eligible to file application to the said post. Ex W-13 is the representation given by the I Party to the Chairman, LIC of India requesting to appoint her to the vacancy notified and if not, to keep vacant one post of Office Assistant till the instant case gets over.

15. None of the above documents produced and relied upon by the I Party renders any proof to the core point of controversy as to the status of employment at the time of her engagement under the II Party. Indeed, had it been an engagement as Daily Wager, she does not get entitled for any of the benefits sought in the Petition. The II Party Management to buttress its contention that the I Party was simply disengaged as there existed no further requirement of her service and she has not been a temporary employee capable of claiming any of the benefits sought for, relied upon various judicial pronouncements of the Hon'ble Apex Court. At the threshold it has to be observed that the I Party failed in showing any Rule, Law or Regulation nor any administrative order on the basis of which she claims reinstatement and regularization with continuity of Service and other monetory benefits. In order to high light the said aspect the II Party has relied upon the Hon'ble Supreme Court in **Subedar Singh and others vs. District Judge, Mirzapur and another (2001 1 SCC 37)**.

16. It is contextually significant to follow the dictum laid down by the Hon'ble Apex Court in **State of Haryana vs. Jasmer Singh (1996 (11) SCC 77)** which reads :

> **"The respondents, therefore in the present appeals who are employed on daily wages cannot be treated as on a par with persons in regular service of the State of Haryana holding similar posts. Daily-rated workers are not required to possess the qualifications prescribed for regular workers, nor do they have to fulfil the requirement relating to age at the time of recruitment. They are not selected in the manner in which regular employees are selected. In other words the requirements for selection are not as rigorous. There are also other provisions relating to regular service such as the liability of a member of the service to be transferred, and his being subject to the disciplinary jurisdiction of the authorities as prescribed, which the daily-rated workmen are not subjected to. They cannot, therefore, be equated with regular workmen for the purposes for their wages. Nor can they claim the minimum of the regular pay-scale of the regularly employed"**

Referring to the said legal position the Hon'ble Apex Court in **State of Haryana and another vs. Tilak Raj and others (2003 (6) SCC 123)** held that a scale of pay is attached to a definite post and in case of a daily wager, he holds no posts. The I Party neither in her pleadings nor in evidence has made out the particular works she performed under the II Party, much less any material is placed by her as to the nature of the duties for which she was engaged by the II Party. The contention of the II Party in its Statement of Objection that the engagement of the I Party was for meeting the office exigencies to attend some unspecified jobs on payment of daily wage for the work performed is thus well founded.

17. In **Mohammed Ashif and others vs. State of Bihar and others (2010 (5) SCC 475)**, the Hon'ble Supreme Court held that the question of regularization of services of an Employee may arise only in situations where against an available clear vacancy an appointment is made on adhoc or on-daily wage basis by an authority competent to do so without any artificial break in service. The second situation in which the regularization could be granted is held to be where the initial entry of the employee against an available vacancy was found suffering from some flaws in the procedure in making the appointment though the person appointing was competent to make such initial recruitment and had otherwise followed the procedure prescribed for such recruitment. It is equally held that *"the all-important condition precedent for such regularization is that the initial entry of such employee must be made against the Sanctioned vacancy and by following the Rules and Regulations governing such entry*".

18. Similarly the constitution bench of the Hon'ble Apex Court in **State of Karnataka vs. Uma Devi (2006 (4) SCC 1)** held that *"If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued. Similarly, a temporary employee could not claim to be made permanent on the expiry of his term of appointment. It has also to be clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules. It is not open to the court to prevent regular recruitment at the instance of temporary employees whose period of employment has come to an end or of ad hoc employees who by the very nature of their appointment, do not acquire any right*." Here in the instant case the I party is claiming permanency and seeks for regularization mainly on the so called *"long duration of work"* (emphasis supplied) and not on any other valid ground. The dictum quoted above defeats her claim as it is bereft of valid support and devoid of merit.

19. Most of the rulings placed by the I party are not applicable to the facts of the case on hand. The Verdict of the Hon'ble High Court of Madras in **V Muthukumarasamy and others vs. The Chairman, LIC, Zonal Office**

dated 21.01.2007 also does not get any application in view of the fact involved in that case as the Petitioners therein were sponsored by the Employment Exchange and have been appointed on temporary basis from shortlisted candidates. However, as already observed, the I Party herein was not sponsored by Employment Exchange nor her engagement was in a clear vacancy by undergoing the Regular Recruitment process.

20. The I party further relied upon on the ruling of the Hon'ble High Court of Karnataka, Bengaluru in **R V Mohan Reddy vs. The Chairman, Karnataka Grameena Bank in WP No. 1944/2022 (L-RES) dated 10.02.2025** awarding 60% of Back wages to the Employee from the date of his termination reckoning the two decades of service he had under the management as a Peon on daily wage. As against that the principle laid down by the Hon'ble Supreme Court in a plethora of rulings aforementioned consistently holding that the Casual Employment terminates when the same is discontinued, and merely a temporary or casual worker has been engaged beyond the period of his employment, he would not be entitled to be absorbed into regular service or made permanent, if the original appointment was not in terms of the process envisaged by the relevant rules. So the legal position settled at rest by the Hon'ble Supreme Court disentitles the I party to put forth any claim of reinstatement, regularization, continuity of service or back wages with consequential benefits.

21. To sum up, the solitary materials viz., Ex W-1 vouchers show only pay for a single month in the respective years and there is no valid material proving that her engagement was continuous in nature and she performed duties under the II Party continuously till the date of her disengagement so as to show that her tenure of service at a time was more than 240 days in a calendar year and her disengagement was in violation of the provisions of Section 25F of the ID Act. So on legal principle and on factual matrix the I Party failed to establish a case on merit justifying the relief sought for in the instant Industrial Dispute. Eventually her Claim Petition fails and the same is liable to be dismissed. With this view Points No. 1 to 3 are answered accordingly.

22. **POINT NO. 4:** In view of the above discussion, the I party is held as not entitled for any relief.

23. In the result, the following Award is passed

AWARD

The Claim Petition is Dismissed. No order as to cost.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 17.07.2025)

K P INDIRA, Presiding Officer

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1480.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एलआईसी ऑफ़ इंडिया** के प्रबंधतंत्र के संबद्ध नियोजकों और **कुमारी दिव्या एस पी** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स न.-21/2018)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-108]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1480.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 21/2018)** of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **LIC of India** and **Kum. Divya S P** which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. Z-16025/04/2025-IR(M)-108]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIUBNAL-CUM-LABOUR COURT

"Shram Sadan",
G G Palya, Tumkur Road,
Yeswanthpur, Bangalore – 560 022.

DATED : 17th JULY 2025

PRESENT : **SMT. K P INDIRA**
Presiding Officer

I D No. 21/2018

I Party	**II Party**
Kum. Divya S P, D/o K N Shashikumar, Near Marikamba Temple, 6th Cross, C K Pura, Kelagote, CHITRADURGA – 577 501.	The Senior Divisional Manager, LIC of India, Divisional Office, 100th Feet Road, Gopalagowda Road, SHIVAMOGGA - 577 205.

Appearances

I Party : **Shri M Rama Rao**

Authorized Representative

II Party : **Shri Rajesh Shetty**

Advocate

1. This is a Petition filed under Section 2A of the ID act. The claim set forth by the 1st party workman is that she was appointed as an Assistant by the 2nd Party in a clear vacancy of Office Assistant w.e.f. 04.06.2011 by obtaining an Application and she has attended the interview conducted by the II Party; she was also assured with regularization of her services for the services rendered by her and that she was doing the duties of regular staff; that she was not paid with minimum scales as applicable to the Assistants and took work for more than eight hours per day without paying her overtime wages; inspite of repeated requests to absorb her to the permanent post she was deprived with the benefits of the permanent employees; that she was not provided with Provident Fund, Bonus Benefits though other employees were extended with the same; that she was suddenly retrenched from the services of the II Party orally from 18.12.2017 in the morning hours by the Branch Manager without notice, without payment of notice pay / retrenchment compensation though there were no allegations against her. She was retrenched from the services without prior intimation or paying her retrenchment compensation and without following due process of law and that the II Party has retrenched more than 20 workmen without filing approval application seeking permission from the appropriate Government to retrench their services as mandated under Section 25N of the Act; that due to the retrenchment she is facing irreparable hardship, agony and unable to run her family and that she does not know any other work than the Assistant job; that the II Party has employed fresh entrants in her place and the nature of work done by her is perennial in nature and taking the new entrants is illegal and malafide; that she raised an industrial dispute since no settlement was arrived she preferred to file the present petition requesting this Tribunal to declare the retrenchment of service by the II Party as not in accordance with the provisions of ID Act; reinstate her into service with full back wages and other benefits, regularization with continuity of service and ancillary benefits from the date of her appointment 04.06.2011 with cost.

2. The 2nd Party in their Counter Statement rebutted the Claim Statement stating that all the averments made are false; that LIC of India (Staff) Regulations, 1960 are not applicable to the temporary employees appointed by the II Party; that the I Party is put to strict proof of the above averments; that she was doing some unspecified job on daily wages on need basis and that they were paying wages as per the notification issued by the Government of Karnataka from time to time and therefore the question of extending Provident Fund Benefits does not arise. As the specified job was completed, her services were disengaged as per law and the question of issuing notice, retrenchment compensation or notice pay does not arise and that the II Party has not contravened the provisions of ID Act and the question of reinstatement with the back wages and other benefits does not arise. The Respondent has prayed for dismissal of the Petition with cost.

3. On the rival pleadings the following points arise for consideration:

"01. Whether the I Party has succeeded in proving that she was appointed by the II Party as Assistant on temporary basis in a clear vacancy as contended?

02. Whether the disengagement of the I Party from job by the II Party is illegal as contended by the I Party?

03. Whether the I Party is entitled for the reliefs prayed for?

04. What is the proper order to be passed?"

4. The I party has got examined herself as WW 1 and Ex W-1 to Ex W-11 are got marked. From the side of the II Party MW 1 is examined and Ex M-1 is marked.

5. Heard the arguments advanced by both sides. Written notes of Arguments are also submitted by both sides.

6. **POINTS NO. 1 TO 3** : Since the matter to be considered and adjudicated on these points are intertwined and interwoven, all these points are discussed together.

7. The I Party WW 1 claimed herself as a temporary employee / Assistant in Class III Category in a clear vacancy of Office Assistant under the II Party LIC of India since 04.06.2011 at its Chitradurga Branch and continued to work for Six years till 18.12.2017. Her case is that she has put in an application before the II Party and she was interviewed by the officials of the LIC at the Branch Office. According to her she was appointed with an assurance of regularization of her service within a few years coupled with the benefits applicable to permanent Assistants. The above claim of the I Party is stoutly denied by the II Party on the precincts that the I Party was engaged by the LIC purely on daily wages to perform some unspecified jobs and she has been paid daily wage for the days of her engagement. Such payment according to the II Party has never been meant as "**SALARY**".

8. Among the documents produced and proved by WW 1, there is nothing indicting her to have been called for an interview for the post of Office Assistant. She did not produce copy of application said to have been submitted by her before the II Party to the said post. Though she claimed that the II Party did publish notification calling for applications on their notice board, she could not specify the date of notification or its exhibition on the notice board. She was not issued with any appointment letter by the II Party. On meticulous cross-examination she testified that she was appointed on temporary basis as daily wager. She was given wages for the period she served in the II Party. Ex W-1 series are the Seven vouchers produced by the I Party to prove the payments received by her from the II Party LIC. The vouchers reflect the wages received by the I Party and similarly placed other workers. Those vouchers would never improve her case, much less it substantiates her contention that she was appointed in a clear vacancy by undergoing regular recruitment process. Those vouchers would never indicate continuous and uninterrupted service of the I Party under the II Party for Six years as contended by her.

9. MW 1 the Divisional Manager of the II Party specifically deposed that there is no particular notification for LIC separately for daily wage employees and such daily wagers were engaged based on need and requirements and there is no prescribed recruitment procedure for engaging them. Their wages were paid monthly in cash, debited from imprest Cash Account No. 111772. This fact stood revealed from Ex W-1 series vouchers. MW 1 reiterated that no order is issued to such persons for engaging them on daily wage. So without getting an appointment order from the management the I Party worker cannot qualify for herself to be entitled for permanency or rather regularization in the job. There is no basis for the so called assurance alleged to have been given by the II Party that she would be given permanency in service along with equivalent other benefits.

10. The purpose of production of Ex W-2 by the I Party, the confidential communication issued by the Regional Manager (P&IR) to all SDM under South Central Zones dated 25.11.2017 alerting the divisions to disengage all the daily wagers who are continued without any court case and calling for the number of daily wagers continuing by virtue of court cases pursuant to the decision of the competent authority is not profitably explained by the I Party. It is also not properly explained as to how the I Party / WW 1 happened to be in custody of Ex W-2, the confidential communication addressed to the SDM by its higher-up. Anyhow Ex W-2 is not of any help to the I Party to establish her case.

11. Ex W-3 dated 25.12.2017 is the representation made by the I Party to the Senior Divisional Manager seeking regularization of her service being aggrieved by stoppage of her service w.e.f. 18.12.2017 stating the same as retrenchment. In Ex W-3 she grieved before the authority that she was pulled out from job without notice and without payment of notice pay / retrenchment compensation despite having no allegations against her.

12. On 27.12.2017 she took up the matter for conciliation before the Assistant Labour Commissioner (C), Hubli under Ex W-4. Ex W-5 is the reply submitted by the II Party before the ALC(C), Hubli, in response to the Ex W-4 representation. All along, the II Party has adopted a firm defence that the I Party was engaged only as a daily wager on need basis due to office exigencies and she was neither recruited not given any appointment letter by any authority. Her engagement was purely on daily wages for carrying out work on peace meal basis depending upon the needs of the office and not as a temporary employee. Her pay of wages was as per the Government of Karnataka Gazette Notification revised from time to time. MW 1 during her evidence precisely testified that since the I Party was paid wages counting the number of days she worked, no deduction was made from her wage towards Provident Fund and payment of bonus to her also did not arise for consideration. The circumstances explained by MW 1 substantiates the contention raised by the II Party that the I Party was engaged only as a daily wager without there being any assurance of permanency of service and such alleged assurance being out of place.

13. Ex W-6 is the application filed by the I Party before the ALC(C) calling for documents from the II party during the conciliation proceedings. As per Ex W-7 the Assistant Labour Commissioner(C) conducted Joint Discussion on 05.02.2018 notifying further joint discussion to another date. Ex W-8 is also a similar application filed by the I Party before the Conciliation Officer calling for some more documents from the II party during the

conciliation proceedings. Ex W-9 is the letter issued by the ALC(C) to LEO for collection of photocopies of documents from various branches. Ex W-10 is the copy of notification to the post of Recruitment of Assistant published by the II Party on 17.09.2019. She did not prefer to put in an Application against such notification. She testified that she is not eligible to file application to the said post. Ex W-11 is the representation given by the I Party to the Chairman, LIC of India requesting to appoint her to the vacancy notified and if not, to keep vacant one post of Office Assistant till the instant case gets over.

14. None of the above documents produced and relied upon by the I Party renders any proof to the core point of controversy as to the status of employment at the time of her engagement under the II Party. Indeed, had it been an engagement as Daily Wager, she does not get entitled for any of the benefits sought in the Petition. The II Party Management to buttress its contention that the I Party was simply disengaged as there existed no further requirement of her service and she has not been a temporary employee capable of claiming any of the benefits sought for, relied upon various judicial pronouncements of the Hon'ble Apex Court. At the threshold it has to be observed that the I Party failed in showing any Rule, Law or Regulation nor any administrative order on the basis of which she claims reinstatement and regularization with continuity of Service and other monetory benefits. In order to high light the said aspect the II Party has relied upon the Hon'ble Supreme Court in **Subedar Singh and others vs. District Judge, Mirzapur and another 2001 1 SCC 37**.

15. It is contextually significant to follow the dictum laid down by the Hon'ble Apex Court in **State of Haryana vs. Jasmer Singh (1996 (11) SCC 77)** which reads :

> **"The respondents, therefore in the present appeals who are employed on daily wages cannot be treated as on a par with persons in regular service of the State of Haryana holding similar posts. Daily-rated workers are not required to possess the qualifications prescribed for regular workers, nor do they have to fulfil the requirement relating to age at the time of recruitment. They are not selected in the manner in which regular employees are selected. In other words the requirements for selection are not as rigorous. There are also other provisions relating to regular service such as the liability of a member of the service to be transferred, and his being subject to the disciplinary jurisdiction of the authorities as prescribed, which the daily-rated workmen are not subjected to. They cannot, therefore, be equated with regular workmen for the purposes for their wages. Nor can they claim the minimum of the regular pay-scale of the regularly employed"**

Referring to the said legal position the Hon'ble Apex Court in **State of Haryana and another vs. Tilak Raj and others (2003 (6) SCC 123)** held that a scale of pay is attached to a definite post and in case of a daily wager, he holds no posts. The I Party neither in her pleadings nor in evidence has made out the particular works she performed under the II Party, much less any material is placed by her as to the nature of the duties for which she was engaged by the II Party. The contention of the II Party in its Statement of Objection that the engagement of the I Party was for meeting the office exigencies to attend some unspecified jobs on payment of daily wage for the work performed is thus well founded.

16. In **Mohammed Ashif and others vs. State of Bihar and others (2010 (5) SCC 475)**, the Hon'ble Supreme Court held that the question of regularization of services of an Employee may arise only in situations where against an available clear vacancy an appointment is made on adhoc or on-daily wage basis by an authority competent to do so without any artificial break in service. The second situation in which the regularization could be granted is held to be where the initial entry of the employee against an available vacancy was found suffering from some flaws in the procedure in making the appointment though the person appointing was competent to make such initial recruitment and had otherwise followed the procedure prescribed for such recruitment. It is equally held that *"the all-important condition precedent for such regularization is that the initial entry of such employee must be made against the Sanctioned vacancy and by following the Rules and Regulations governing such entry*".

17. Similarly the constitution bench of the Hon'ble Apex Court in **State of Karnataka vs. Uma Devi (2006 (4) SCC 1)** held that *"If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued. Similarly, a temporary employee could not claim to be made permanent on the expiry of his term of appointment. It has also to be clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules. It is not open to the court to prevent regular recruitment at the instance of temporary employees whose period of employment has come to an end or of ad hoc employees who by the very nature of their appointment, do not acquire any right*." Here in the instant case the I party is claiming permanency and seeks for regularization mainly on the so called *"long duration of work"* (emphasis supplied) and not on any other valid ground. The dictum quoted above defeats her claim as it is bereft of valid support and devoid of merit.

18. Most of the rulings placed by the I party are not applicable to the facts of the case on hand. The Verdict of the Hon'ble High Court of Madras in **V Muthukumarasamy and others vs. The Chairman, LIC, Zonal Office**

dated 21.01.2007 also does not get any application in view of the fact involved in that case as the Petitioners therein were sponsored by the Employment Exchange and have been appointed on temporary basis from shortlisted candidates. As already observed, the I Party herein was not sponsored by Employment Exchange nor her engagement was in a clear vacancy by undergoing the Regular Recruitment process.

19. The I party further relied upon on the ruling of the Hon'ble High Court of Karnataka, Bengaluru in **R V Mohan Reddy vs. The Chairman, Karnataka Grameena Bank in WP No. 1944/2022 (L-RES) dated 10.02.2025** awarding 60% of Backwages to the Employee from the date of his termination reckoning the two decades of service he had under the management as a Peon on daily wage. As against that, the principle laid down by the Hon'ble Supreme Court in a plethora of rulings aforementioned consistently hold that the Casual Employment terminates when the same is discontinued, and merely because a temporary or casual worker has been engaged beyond the period of his employment, he would not be entitled to be absorbed into regular service or made permanent, if the original appointment was not in terms of the process envisaged by the relevant rules. So the legal position settled at rest by the Hon'ble Supreme Court disentitles the I party to put forth any claim of reinstatement, regularization, continuity of service or back wages with consequential benefits.

20. To sum up, the solitary materials viz., Ex W-1 vouchers show only pay for a single month in the respective years and there is no valid material proving that her engagement was continuous in nature and she performed duties under the II Party continuously till the date of her disengagement so as to show that her tenure of service at a time was more than 240 days in a calendar year and her disengagement was in violation of the provisions of Section 25F of the ID Act. So on legal principle and on factual matrix the I Party failed to establish a case on merit justifying the relief sought for in the instant Industrial Dispute. Eventually her Claim Petition fails and the same is liable to be dismissed. With this view Points No. 1 to 3 are answered accordingly.

21. **POINT NO. 4:** In view of the above discussion, the I party is held as not entitled for any relief.

22. In the result, the following Award is passed

AWARD

The Claim Petition is Dismissed. No order as to cost.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 17.07.2025)

K P INDIRA, Presiding Officer

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1481.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) कीधारा 17 के अनुसरण में, केन्द्रीय सरकार **एलआईसी ऑफ़ इंडिया** के प्रबंधतंत्र के संबद्ध नियोजकों और **कुमारी दीपा जाधव** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स न.-22/2018)**को जैसाकि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-109]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1481.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 22/2018)** of the **Central GovernmentIndustrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **LIC of India** and **Kum. Deepa Jadhav** which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. Z-16025/04/2025-IR(M)-109]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIUBNAL-CUM-LABOUR COURT

"ShramSadan",
G GPalya, Tumkur Road,
Yeswanthpur, Bangalore – 560 022.

DATED : 17th JULY 2025

PRESENT : **SMT. K P INDIRA**
Presiding Officer

I D No.22/2018

I Party	**II Party**
Kum. Deepa Jadhav, D/o Ganeshappa Jadhav, Azad Nagara, II Cross, Gopalapura Main Road, CHITRADURGA – 577 501.	The Senior Divisional Manager, LIC of India, Divisional Office, 100th Feet Road, Gopalagowda Road, SHIVAMOGGA - 577 205.

Appearances

I Party : **Shri M Rama Rao**
Authorized Representative

II Party : **Shri Vijayendra D Joshi**
Advocate

1. This is a Petition filed under Section 2A of the ID act. The claim set forth by the 1st party workman is that she was appointed as an Assistant by the 2nd Partyin a clear vacancy of Office Assistant w.e.f. 07.09.2011by obtaining an Application and she has attended the interview conducted by the II Party; she was also assured with regularization of her services for the services rendered by her and that she was doing the duties of regular staff; that she was not paid with minimum scales as applicable to the Assistants and took work for more than eight hours per day without paying her overtime wages; inspite of repeated requests to absorb her to the permanent post she was deprived with the benefits of the permanent employees; that she was not provided with Provident Fund, Bonus Benefits though other employees were extended with the same; that she was suddenly retrenched from the services of the II Party orally from 18.12.2017 in the morning hours by the Branch Manager without notice, without payment of notice pay/ retrenchment compensation though there were no allegations against her.She was retrenched from the services without prior intimation or paying her retrenchment compensation and without following due process of law and that the II Party has retrenched more than 20 workmen without filing approval application seeking permission from the appropriate Government to retrench their services as mandated under Section 25N of the Act; that due to the retrenchment she is facing irreparable hardship, agony and unable to run her family and that she does not know any other work than the Assistant job; that the II Party has employed fresh entrants in her place and the nature of work done by her is perennial in nature and taking the new entrants is illegal and malafide;that she raised an industrial dispute since no settlement was arrived she preferred to file the present petition requesting this Tribunal to declare the retrenchment of service by the II Party as not in accordance with the provisions of ID Act; reinstate her into service with full backwages and other benefits, regularization with continuity of service and ancillary benefits from the date of her appointment 07.09.2011with cost.

2. The 2nd Party in their Counter Statement rebutted the Claim Statement stating that all the averments made are false; that LIC of India (Staff) Regulations, 1960 are not applicable to the temporary employees appointed by the II Party; that the I Party is put to strict proof of the above averments; that she was doing some unspecified job on daily wages on need basis and that they were paying wages as per the notification issued by the Government of Karnataka from time to time and therefore the question of extending Provident Fund Benefits does not arise. As the specified job was completed, her services were disengaged as per law and the question of issuing notice, retrenchment compensation or notice pay does not arise and that the II Party has not contravened the provisions of ID Act and the question of reinstatement with the backwages and other benefits does not arise. The Respondent has prayed for dismissal of the Petition with cost.

3. On the rival pleadings the following pointsarise for consideration:

"01. Whether the I Party has succeeded in proving that she was appointed by the II Party as Assistant on temporary basis in a clear vacancy as contended?

02. Whether the disengagement of the I Party from job by the II Party is illegal as contended by the I Party?

03. Whether the I Party is entitled for the reliefs prayed for?

04. What is the proper order to be passed?"

4. The I party has got examined herself as WW 1 and Ex W-1 to Ex W-11 are got marked. From the side of the II Party MW 1 is examined and Ex M-1 is marked.

5. Heard the arguments advanced by both sides. Written notes of Arguments are also submitted by both sides.

6. **POINTS NO. 1 TO 3**: Since the matter to be considered and adjudicated on these points are intertwined and interwoven, all these points are discussed together.

7. The I Party WW 1 claimed herself as a temporary employee / Assistant in Class III Category in a clear vacancy of Office Assistant under the II Party LIC of India since 07.09.2011at its ChitradurgaBranch and continued to work for Six years till 18.12.2017. Her case is that she has put in an application before the II Party and she was interviewed by the officials of the LIC at the Branch Office. According to her she was appointed with an assurance

of regularization of her service within a few years coupled with the benefits applicable to permanent Assistants. The above claim of the I Party is stoutly denied by the II Party on the precincts that the I Party was engaged by the LIC purely on daily wages to perform some unspecified jobs and she has been paid daily wage for the days of her engagement. Such payment according to the II Party has never been meant as "**SALARY**".

8. Among the documents produced and proved by WW 1, there is nothing indicting her to have been called for an interview for the post of Office Assistant. She did not produce copy of application said to have been submitted by her before the II Party to the said post. Though she claimed that the II Party did publish notification calling for applications on their notice board, she could not specify the date of notification or its exhibition on the notice board. She was not issued with any appointment letter by the II Party. On meticulous cross-examination she testified that she was appointed on temporary basis as daily wager. She was given wages for the period she served in the II Party. Ex W-1 series are the Seven vouchers produced by the I Party to prove the payments received by her from the II Party LIC. The vouchers reflect the wages received by the I Party and similarly placed other workers. Those vouchers would never improve her case, much less it substantiates her contention that she was appointed in a clear vacancy by undergoing regular recruitment process. Those vouchers would never indicate continuous and uninterrupted service of the I Party under the II Party for Six years as contended by her.

9. MW 1 the Divisional Manager of the II Party specifically deposed that there is no particular notification for LIC separately for daily wage employees and such daily wagers were engaged based on need and requirements and there is no prescribed recruitment procedure for engaging them. Their wages were paid monthly in cash, debited from imprest Cash Account No. 111772. This fact stood revealed from Ex W-1 series vouchers. MW 1 reiterated that no order is issued to such persons for engaging them on daily wage. So without getting an appointment order from the management the I Party worker cannot qualify for herself to be entitled for permanency or rather regularization in the job. There is no basis for the so called assurance alleged to have been given by the II Party that she would be given permanency in service along with equivalent other benefits.

10. The purpose of production of Ex W-2 by the I Party, the confidential communication issued by the Regional Manager (P&IR) to all SDM under South Central Zones dated 25.11.2017 alerting the divisions to disengage all the daily wagers who are continued without any court case and calling for the number of daily wagers continuing by virtue of court cases pursuant to the decision of the competent authority is not profitably explained by the I Party. It is also not properly explained as to how the I Party / WW 1 happened to be in custody of Ex W-2, the confidential communication addressed to the SDM by its higher-up. Anyhow Ex W-2 is not of any help to the I Party to establish her case.

11. Ex W-3dated 25.12.2017 is the representation made by the I Party to the Senior Divisional Manager seeking regularization of her service being aggrieved by stoppage of her service w.e.f. 18.12.2017stating the same as retrenchment. In Ex W-3 she grieved before the authority that she was pulled out from job without notice and without payment of notice pay / retrenchment compensation despitehaving no allegations against her.

12. On 27.12.2017 she took up the matter for conciliation before the Assistant Labour Commissioner (C), Hubli under Ex W-4. Ex W-5 is the reply submitted by the II Party before the ALC(C), Hubli, in response to the Ex W-4 representation. All along, the II Party has adopted a firm defence that the I Party was engaged only as a daily wager on need basis due to office exigencies and she was neither recruited not given any appointment letter by any authority. Her engagement was purely on daily wages for carrying out work on peace meal basis depending upon the needs of the office and not as a temporary employee. Her pay of wages was as per the Government of Karnataka Gazette Notification revised from time to time. MW 1 during her evidence precisely testified that since the I Party was paid wages counting the number of days she worked, no deduction was made from her wage towards Provident Fund and payment of bonus to her also did not arise for consideration. The circumstances explained by MW 1 substantiates the contention raised by the II Party that the I Party was engaged only as a daily wager without there being any assurance of permanency of service and such alleged assurance being out of place.

13. Ex W-6 is the application filed by the I Party before the ALC(C) calling for documents from the II party during the conciliation proceedings. As per Ex W-7 the Assistant Labour Commissioner(C) conducted Joint Discussion on 05.02.2018 notifying further joint discussion to another date. Ex W-8 is also a similar application filed by the I Party before the Conciliation Officer calling for some more documents from the II party during the conciliation proceedings. Ex W-9 is the letter issued by the ALC(C) to LEO for collection of photocopies of documents from various branches. Ex W-10 is the copy of notification to the post of Recruitment of Assistant published by the II Party on 17.09.2019. She did not prefer to put in an Application against such notification. She testified that she is not eligible to file application to the said post. Ex W-11 is the representation given by the I Party to the Chairman, LIC of India requesting to appoint her to the vacancy notified and if not, to keep vacant one post of Office Assistant till the instant case gets over.

14. None of the above documents produced and relied upon by the I Party renders any proof to the core point of controversy as to the status of employment at the time of her engagement under the II Party. Indeed, had it been an engagement as Daily Wager, she does not get entitled for any of the benefits sought in the Petition. The II Party Management to buttress its contention that the I Party was simply disengaged as there existed no further requirement

of her service and she has not been a temporary employee capable of claiming any of the benefits sought for, relied upon various judicial pronouncements of the Hon'ble Apex Court. At the threshold it has to be observed that the I Party failed in showing any Rule, Law or Regulation nor any administrative order on the basis of which she claims reinstatement and regularization with continuity of Service and other monetory benefits. In order to high light the said aspect the II Party has relied upon the Hon'ble Supreme Court in **Subedar Singh and others vs. District Judge, Mirzapur and another 2001 1 SCC 37**.

15. It is contextually significant to follow the dictum laid down by the Hon'ble Apex Court in **State of Haryana vs. Jasmer Singh (1996 (11) SCC 77)** which reads :

> **"The respondents, therefore in the present appeals who are employed on daily wages cannot be treated as on a par with persons in regular service of the State of Haryana holding similar posts. Daily-rated workers are not required to possess the qualifications prescribed for regular workers, nor do they have to fulfil the requirement relating to age at the time of recruitment. They are not selected in the manner in which regular employees are selected. In other words the requirements for selection are not as rigorous. There are also other provisions relating to regular service such as the liability of a member of the service to be transferred, and his being subject to the disciplinary jurisdiction of the authorities as prescribed, which the daily-rated workmen are not subjected to. They cannot, therefore, be equated with regular workmen for the purposes for their wages. Nor can they claim the minimum of the regular pay-scale of the regularly employed"**

Referring to the said legal position the Hon'ble Apex Court in **State ofHaryana and another vs. Tilak Raj and others (2003 (6) SCC 123)** held that a scale of pay is attached to a definite post and in case of a daily wager, he holds no posts. The I Party neither in her pleadings nor in evidence has made out the particular works she performed under the II Party, much less any material is placed by her as to the nature of the duties for which she was engaged by the II Party. The contention of the II Party in its Statement of Objection that the engagement of the I Party was for meeting the office exigencies to attend some unspecified jobs on payment of daily wage for the work performed is thus well founded.

16. In **Mohammed Ashif and others vs. State of Bihar and others (2010 (5) SCC 475)**, the Hon'ble Supreme Court held that the question of regularization of services of an Employee may arise only in situations where against an available clear vacancy an appointment is made on adhoc or on-daily wage basis by an authority competent to do so without any artificial break in service. The second situation in which the regularization could be granted is held to be where the initial entry of the employee against an available vacancy was found suffering from some flaws in the procedure in making the appointment though the person appointing was competent to make such initial recruitment and had otherwise followed the procedure prescribed for such recruitment. It is equally held that *"the all-important condition precedent for such regularization is that the initial entry of such employee must be made against the Sanctioned vacancy and by following the Rules and Regulations governing such entry*".

17. Similarly the constitution bench of the Hon'ble Apex Court in **State of Karnataka vs. Uma Devi (2006 (4) SCC 1)** held that *"If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued. Similarly, a temporary employee could not claim to be made permanent on the expiry of his term of appointment. It has also to be clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules. It is not open to the court to prevent regular recruitment at the instance of temporary employees whose period of employment has come to an end or of ad hoc employees who by the very nature of their appointment, do not acquire any right*." Here in the instant case the I party is claiming permanency and seeks for regularization mainly on the so called *"long duration of work"* (emphasis supplied) and not on any other valid ground. The dictum quoted above defeats her claim as it is bereft of valid support and devoid of merit.

18. Most of the rulings placed by the I party are not applicable to the facts of the case on hand. The Verdict of the Hon'ble High Court of Madras in **V Muthukumarasamy and others vs. The Chairman, LIC, Zonal Office dated 21.01.2007** also does not get any application in view of the fact involved in that case as the Petitioners therein were sponsored by the Employment Exchange and have been appointed on temporary basis from shortlisted candidates. As already observed, the I Party herein was not sponsored by Employment Exchange nor her engagement was in a clear vacancy by undergoing the Regular Recruitment process.

19. The I party further relied upon on the ruling of the Hon'ble High Court of Karnataka, Bengaluru in **R V Mohan Reddy vs. The Chairman, Karnataka Grameena Bank in WP No. 1944/2022 (L-RES) dated 10.02.2025** awarding 60% of Backwages to the Employee from the date of his termination reckoning the two decades of service he had under the management as a Peon on daily wage. As against that, the principle laid down by the Hon'ble Supreme Court in a plethora of rulings aforementioned consistently hold that the Casual Employment terminates

when the same is discontinued, and merely because a temporary or casual worker has been engaged beyond the period of his employment, he would not be entitled to be absorbed into regular service or made permanent, if the original appointment was not in terms of the process envisaged by the relevant rules. So the legal position settled at rest by the Hon'ble Supreme Court disentitles the I party to put forth any claim of reinstatement, regularization, continuity of service or backwages with consequential benefits.

20. To sum up, the solitary materials viz., Ex W-1 vouchers show only pay for a single month in the respective years and there is no valid material proving that her engagement was continuous in nature and she performed duties under the II Party continuously till the date of her disengagement so as to show that her tenure of service at a time was more than 240 days in a calendar year and her disengagement was in violation of the provisions of Section 25F of the ID Act. So on legal principle and on factual matrix the I Party failed to establish a case on merit justifying the relief sought for in the instant Industrial Dispute. Eventually her Claim Petition fails and the same is liable to be dismissed. With this view Points No. 1 to 3 are answered accordingly.

21. **POINT NO. 4:**In view of the above discussion, the I party is held as not entitled for any relief.

22. In the result, the following Award is passed

AWARD

The Claim Petition is Dismissed. No order as to cost.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 17.07.2025)

K P INDIRA, Presiding Officer

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1482.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एलआईसी ऑफ़ इंडिया** के प्रबंधतंत्र के संबद्ध नियोजकों और **कुमारी रुहीना** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स न.-24/2018)**को जैसाकि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-110]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1482.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 24/2018)** of the **Central GovernmentIndustrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **LIC of India** and **Kum. Ruheena**which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. Z-16025/04/2025-IR(M)-110]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIUBNAL-CUM-LABOUR COURT

"ShramSadan",
G GPalya, Tumkur Road,
Yeswanthpur, Bangalore – 560 022.

DATED : 17th JULY 2025

PRESENT : **SMT. K P INDIRA**
Presiding Officer

I D No.24/2018

I Party

Kum. Ruheena,

II Party

The Senior Divisional Manager,

D/o Ahamed Hussain,	LIC of India, Divisional Office,
Behind Bank of India,	100th Feet Road,
Himmath Nagara, JCR Extn.,	Gopalagowda Road,
CHITRADURGA – 577 501	SHIVAMOGGA - 577 205.

Appearances

I Party : **Shri M Rama Rao**
Authorized Representative

II Party : **Shri Rajesh Shetty**
Advocate

1. This is a Petition filed under Section 2A of the ID act. The claim set forth by the 1st party workman is that she was appointed as an Assistant by the 2nd Partyin a clear vacancy of Office Assistant w.e.f. 01.10.2011by obtaining an Application and she has attended the interview conducted by the II Party; she was also assured with regularization of her services for the services rendered by her and that she was doing the duties of regular staff; that she was not paid with minimum scales as applicable to the Assistants and took work for more than eight hours per day without paying her overtime wages; inspite of repeated requests to absorb her to the permanent post she was deprived with the benefits of the permanent employees; that she was not provided with Provident Fund, Bonus Benefits though other employees were extended with the same; that she was suddenly retrenched from the services of the II Party orally from 18.12.2017 in the morning hours by the Branch Manager without notice, without payment of notice pay/ retrenchment compensation though there were no allegations against her.She was retrenched from the services without prior intimation or paying her retrenchment compensation and without following due process of law and that the II Party has retrenched more than 20 workmen without filing approval application seeking permission from the appropriate Government to retrench their services as mandated under Section 25N of the Act; that due to the retrenchment she is facing irreparable hardship, agony and unable to run her family and that she does not know any other work than the Assistant job; that the II Party has employed fresh entrants in her place and the nature of work done by her is perennial in nature and taking the new entrants is illegal and malafide; that she raised an industrial dispute since no settlement was arrived she preferred to file the present petition requesting this Tribunal to declare the retrenchment of service by the II Party as not in accordance with the provisions of ID Act; reinstate her into service with full backwages and other benefits, regularization with continuity of service and ancillary benefits from the date of her appointment 01.10.2011 with cost.

2. The 2nd Party in their Counter Statement rebutted the Claim Statement stating that all the averments made are false; that LIC of India (Staff) Regulations, 1960 are not applicable to the temporary employees appointed by the II Party; that the I Party is put to strict proof of the above averments; that she was doing some unspecified job on daily wages on need basis and that they were paying wages as per the notification issued by the Government of Karnataka from time to time and therefore the question of extending Provident Fund Benefits does not arise. As the specified job was completed, her services were disengaged as per law and the question of issuing notice, retrenchment compensation or notice pay does not arise and that the II Party has not contravened the provisions of ID Act and the question of reinstatement with the backwages and other benefits does not arise. The Respondent has prayed for dismissal of the Petition with cost.

3. On the rival pleadings the following pointsarise for consideration:

"01. Whether the I Party has succeeded in proving that she was appointed by the II Party as Assistant on temporary basis in a clear vacancy as contended?

02. Whether the disengagement of the I Party from job by the II Party is illegal as contended by the I Party?

03. Whether the I Party is entitled for the reliefs prayed for?

04. What is the proper order to be passed?"

4. The I party has got examined herself as WW 1 and Ex W-1 to Ex W-11 are got marked. From the side of the II Party MW 1 is examined and Ex M-1 is marked.

5. Heard the arguments advanced by both sides. Written notes of Arguments are also submitted by both sides.

6. **POINTS NO. 1 TO 3**: Since the matter to be considered and adjudicated on these points are intertwined and interwoven, all these points are discussed together.

7. The I Party WW 1 claimed herself as a temporary employee / Assistant in Class III Category in a clear vacancy of Office Assistant under the II Party LIC of India since 01.10.2011 at its ChitradurgaBranch and continued to work for Sixyears till 18.12.2017. Her case is that she has put in an application before the II Party and she was

interviewed by the officials of the LIC at the Branch Office. According to her she was appointed with an assurance of regularization of her service within a few years coupled with the benefits applicable to permanent Assistants. The above claim of the I Party is stoutly denied by the II Party on the precincts that the I Party was engaged by the LIC purely on daily wages to perform some unspecified jobs and she has been paid daily wage for the days of her engagement. Such payment according to the II Party has never been meant as "**SALARY**".

8. Among the documents produced and proved by WW 1, there is nothing indicting her to have been called for an interview for the post of Office Assistant. She did not produce copy of application said to have been submitted by her before the II Party to the said post. Though she claimed that the II Party did publish notification calling for applications on their notice board, she could not specify the date of notification or its exhibition on the notice board. She was not issued with any appointment letter by the II Party. On meticulous cross-examination she testified that she was appointed on temporary basis as daily wager. She was given wages for the period she served in the II Party. Ex W-1 series are the Sevenvouchers produced by the I Party to prove the payments received by her from the II Party LIC. The vouchers reflect the wages received by the I Party and similarly placed other workers. Those vouchers would never improve her case, much less it substantiates her contention that she was appointed in a clear vacancy by undergoing regular recruitment process. Those vouchers would never indicate continuous and uninterrupted service of the I Party under the II Party for Six years as contended by her.

9. MW 1 the Divisional Manager of the II Party specifically deposed that there is no particular notification for LIC separately for daily wage employees and such daily wagers were engaged based on need and requirements and there is no prescribed recruitment procedure for engaging them. Their wages were paid monthly in cash, debited from imprest Cash Account No. 111772. This fact stood revealed from Ex W-1 series vouchers. MW 1 reiterated that no order is issued to such persons for engaging them on daily wage. So without getting an appointment order from the management the I Party worker cannot qualify for herself to be entitled for permanency or rather regularization in the job. There is no basis for the so called assurance alleged to have been given by the II Party that she would be given permanency in service along with equivalent other benefits.

10. The purpose of production of Ex W-2 by the I Party, the confidential communication issued by the Regional Manager (P&IR) to all SDM under South Central Zones dated 25.11.2017 alerting the divisions to disengage all the daily wagers who are continued without any court case and calling for the number of daily wagers continuing by virtue of court cases pursuant to the decision of the competent authority is not profitably explained by the I Party. It is also not properly explained as to how the I Party / WW 1 happened to be in custody of Ex W-2, the confidential communication addressed to the SDM by its higher-up. Anyhow Ex W-2 is not of any help to the I Party to establish her case.

11. Ex W-3dated 25.12.2017is the representation made by the I Party to the Senior Divisional Manager seeking regularization of her service being aggrieved by stoppage of her service w.e.f. 16.12.2017stating the same as retrenchment. In Ex W-3 she grieved before the authority that she was pulled out from job without notice and without payment of notice pay / retrenchment compensation despitehaving no allegations against her.

12. On 27.12.2017she took up the matter for conciliation before the Assistant Labour Commissioner (C), Hubli under Ex W-4. Ex W-5 is the reply submitted by the II Party before the ALC(C), Hubli, in response to the Ex W-4 representation. All along, the II Party has adopted a firm defence that the I Party was engaged only as a daily wager on need basis due to office exigencies and she was neither recruited not given any appointment letter by any authority. Her engagement was purely on daily wages for carrying out work on peace meal basis depending upon the needs of the office and not as a temporary employee. Her pay of wages was as per the Government of Karnataka Gazette Notification revised from time to time. MW 1 during her evidence precisely testified that since the I Party was paid wages counting the number of days she worked, no deduction was made from her wage towards Provident Fund and payment of bonus to her also did not arise for consideration. The circumstances explained by MW 1 substantiates the contention raised by the II Party that the I Party was engaged only as a daily wager without there being any assurance of permanency of service and such alleged assurance being out of place.

13. Ex W-6 is the application filed by the I Party before the ALC(C) calling for documents from the II party during the conciliation proceedings. As per Ex W-7 the Assistant Labour Commissioner(C) conducted Joint Discussion on 05.02.2018 notifying further joint discussion to another date. Ex W-8 is also a similar application filed by the I Party before the Conciliation Officer calling for some more documents from the II party during the conciliation proceedings. Ex W-9 is the letter issued by the ALC(C) to LEO for collection of photocopies of documents from various branches. Ex W-10 is the copy of notification to the post of Recruitment of Assistant published by the II Party on 17.09.2019. She did not prefer to put in an Application against such notification. She testified that she is not eligible to file application to the said post.Ex W-11 is the representation given by the I Party to the Chairman, LIC of India requesting to appoint her to the vacancy notified and if not, to keep vacant one post of Office Assistant till the instant case gets over.

14. None of the above documents produced and relied upon by the I Party renders any proof to the core point of controversy as to the status of employment at the time of her engagement under the II Party. Indeed, had it been an engagement as Daily Wager, she does not get entitled for any of the benefits sought in the Petition. The II Party

Management to buttress its contention that the I Party was simply disengaged as there existed no further requirement of her service and she has not been a temporary employee capable of claiming any of the benefits sought for, relied upon various judicial pronouncements of the Hon'ble Apex Court. At the threshold it has to be observed that the I Party failed in showing any Rule, Law or Regulation nor any administrative order on the basis of which she claims reinstatement and regularization with continuity of Service and other monetory benefits. In order to high light the said aspect the II Party has relied upon the Hon'ble Supreme Court in **Subedar Singh and others vs. District Judge, Mirzapur and another 2001 1 SCC 37**.

15. It is contextually significant to follow the dictum laid down by the Hon'ble Apex Court in **State of Haryana vs. Jasmer Singh (1996 (11) SCC 77)** which reads :

> **"The respondents, therefore in the present appeals who are employed on daily wages cannot be treated as on a par with persons in regular service of the State of Haryana holding similar posts. Daily-rated workers are not required to possess the qualifications prescribed for regular workers, nor do they have to fulfil the requirement relating to age at the time of recruitment. They are not selected in the manner in which regular employees are selected. In other words the requirements for selection are not as rigorous. There are also other provisions relating to regular service such as the liability of a member of the service to be transferred, and his being subject to the disciplinary jurisdiction of the authorities as prescribed, which the daily-rated workmen are not subjected to. They cannot, therefore, be equated with regular workmen for the purposes for their wages. Nor can they claim the minimum of the regular pay-scale of the regularly employed"**

Referring to the said legal position the Hon'ble Apex Court in **State ofHaryana and another vs. Tilak Raj and others (2003 (6) SCC 123)** held that a scale of pay is attached to a definite post and in case of a daily wager, he holds no posts. The I Party neither in her pleadings nor in evidence has made out the particular works she performed under the II Party, much less any material is placed by her as to the nature of the duties for which she was engaged by the II Party. The contention of the II Party in its Statement of Objection that the engagement of the I Party was for meeting the office exigencies to attend some unspecified jobs on payment of daily wage for the work performed is thus well founded.

16. In **Mohammed Ashif and others vs. State of Bihar and others (2010 (5) SCC 475)**, the Hon'ble Supreme Court held that the question of regularization of services of an Employee may arise only in situations where against an available clear vacancy an appointment is made on adhoc or on-daily wage basis by an authority competent to do so without any artificial break in service. The second situation in which the regularization could be granted is held to be where the initial entry of the employee against an available vacancy was found suffering from some flaws in the procedure in making the appointment though the person appointing was competent to make such initial recruitment and had otherwise followed the procedure prescribed for such recruitment. It is equally held that *"the all-important condition precedent for such regularization is that the initial entry of such employee must be made against the Sanctioned vacancy and by following the Rules and Regulations governing such entry*".

17. Similarly the constitution bench of the Hon'ble Apex Court in **State of Karnataka vs. Uma Devi (2006 (4) SCC 1)** held that *"If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued. Similarly, a temporary employee could not claim to be made permanent on the expiry of his term of appointment. It has also to be clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules. It is not open to the court to prevent regular recruitment at the instance of temporary employees whose period of employment has come to an end or of ad hoc employees who by the very nature of their appointment, do not acquire any right*." Here in the instant case the I party is claiming permanency and seeks for regularization mainly on the so called *"long duration of work"* (emphasis supplied) and not on any other valid ground. The dictum quoted above defeats her claim as it is bereft of valid support and devoid of merit.

18. Most of the rulings placed by the I party are not applicable to the facts of the case on hand. The Verdict of the Hon'ble High Court of Madras in **V Muthukumarasamy and others vs. The Chairman, LIC, Zonal Office dated 21.01.2007** also does not get any application in view of the fact involved in that case as the Petitioners therein were sponsored by the Employment Exchange and have been appointed on temporary basis from shortlisted candidates. As already observed, the I Party herein was not sponsored by Employment Exchange nor her engagement was in a clear vacancy by undergoing the Regular Recruitment process.

19. The I party further relied upon on the ruling of the Hon'ble High Court of Karnataka, Bengaluru in **R V Mohan Reddy vs. The Chairman, Karnataka Grameena Bank in WP No. 1944/2022 (L-RES) dated 10.02.2025** awarding 60% of Backwages to the Employee from the date of his termination reckoning the two decades of service he had under the management as a Peon on daily wage. As against that, the principle laid down by the Hon'ble Supreme Court in a plethora of rulings aforementioned consistently hold that the Casual

Employment terminates when the same is discontinued, and merely because a temporary or casual worker has been engaged beyond the period of his employment, he would not be entitled to be absorbed into regular service or made permanent, if the original appointment was not in terms of the process envisaged by the relevant rules. So the legal position settled at rest by the Hon'ble Supreme Court disentitles the I party to put forth any claim of reinstatement, regularization, continuity of service or backwages with consequential benefits.

20. To sum up, the solitary materials viz., Ex W-1 vouchers show only pay for a single month in the respective years and there is no valid material proving that her engagement was continuous in nature and she performed duties under the II Party continuously till the date of her disengagement so as to show that her tenure of service at a time was more than 240 days in a calendar year and her disengagement was in violation of the provisions of Section 25F of the ID Act. So on legal principle and on factual matrix the I Party failed to establish a case on merit justifying the relief sought for in the instant Industrial Dispute. Eventually her Claim Petition fails and the same is liable to be dismissed. With this view Points No. 1 to 3 are answered accordingly.

21. **POINT NO. 4:**In view of the above discussion, the I party is held as not entitled for any relief.

22. In the result, the following Award is passed

AWARD

The Claim Petition is Dismissed. No order as to cost.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 17.07.2025)

K P INDIRA, Presiding Officer

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1483.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एलआईसी ऑफ़ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और श्री रवि कुमार टी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स न.-27/2018)को जैसाकि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-111]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1483.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 27/2018)** of the **Central GovernmentIndustrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **LIC of India** and **Shri Ravikumar T**which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. Z-16025/04/2025-IR(M)-111]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIUBNAL-CUM-LABOUR COURT

"ShramSadan",

G GPalya, Tumkur Road,

Yeswanthpur, Bangalore – 560 022.

DATED : 17th JULY 2025

PRESENT : **SMT. K P INDIRA**

Presiding Officer

I D No.27/2018

I Party	**II Party**
Shri Ravikumar T, S/o Thippeswamy, Behind PVTC, Near Double Water tank, Gandhinagar, CHALLAKERE – 577 522.	The Senior Divisional Manager, LIC of India, Divisional Office, 100th Feet Road, Gopalagowda Road, SHIVAMOGGA - 577 205.

Appearances

I Party : **Shri M Rama Rao**
Authorized Representative

II Party : **Shri Vijayendra D Joshi**
Advocate

1. This is a Petition filed under Section 2A of the ID act. The claim set forth by the 1st party workman is that he was appointed as an Assistant by the 2nd Partyin a clear vacancy of Office Assistant w.e.f. 23.12.2010by obtaining an Application and he has attended the interview conducted by the II Party; he was also assured with regularization of his services for the services rendered by him and that he was doing the duties of regular staff; that he was not paid with minimum scales as applicable to the Assistants and took work for more than eight hours per day without paying him overtime wages; inspite of repeated requests to absorb him to the permanent post he was deprived with the benefits of the permanent employees; that he was not provided with Provident Fund, Bonus Benefits though other employees were extended with the same; that he was suddenly retrenched from the services of the II Party orally from 16.12.2017 in the evening hours by the Branch Manager without notice, without payment of notice pay/ retrenchment compensation though there were no allegations against him.He was retrenched from the services without prior intimation or paying him retrenchment compensation and without following due process of law and that the II Party has retrenched more than 20 workmen without filing approval application seeking permission from the appropriate Government to retrench their services as mandated under Section 25N of the Act; that due to the retrenchment he is facing irreparable hardship, agony and unable to run his family and that he does not know any other work than the Assistant job; that the II Party has employed fresh entrants in his place and the nature of work done by him is perennial in nature and taking the new entrants is illegal and malafide; that he raised an industrial dispute since no settlement was arrived he preferred to file the present petition requesting this Tribunal to declare the retrenchment of service by the II Party as not in accordance with the provisions of ID Act; reinstate him into service with full backwages and other benefits, regularization with continuity of service and ancillary benefits from the date of his appointment 23.12.2010 with cost.

2. The 2nd Party in their Counter Statement rebutted the Claim Statement stating that all the averments made are false; that LIC of India (Staff) Regulations, 1960 are not applicable to the temporary employees appointed by the II Party; that the I Party is put to strict proof of the above averments; that he was doing some unspecified job on daily wages on need basis and that they were paying wages as per the notification issued by the Government of Karnataka from time to time and therefore the question of extending Provident Fund Benefits does not arise. As the specified job was completed,his services were disengaged as per law and the question of issuing notice, retrenchment compensation or notice pay does not arise and that the II Party has not contravened the provisions of ID Act and the question of reinstatement with the backwages and other benefits does not arise. The Respondent has prayed for dismissal of the Petition with cost.

3. On the rival pleadings the following pointsarise for consideration:

"01. Whether the I Party has succeeded in proving that he was appointed by the II Party as Assistant on temporary basis in a clear vacancy as contended?

02. Whether the disengagement of the I Party from job by the II Party is illegal as contended by the I Party?

03. Whether the I Party is entitled for the reliefs prayed for?

04. What is the proper order to be passed?"

4. The I party has got examined himself as WW 1 and Ex W-1 to Ex W-11 are got marked. From the side of the II Party MW 1 is examined and Ex M-1 is marked.

5. Heard the arguments advanced by both sides. Written notes of Arguments are also submitted by both sides.

6. **POINTS NO. 1 TO 3**: Since the matter to be considered and adjudicated on these points are intertwined and interwoven, all these points are discussed together.

7. The I Party WW 1 claimed himself as a temporary employee / Assistant in Class III Category in a clear vacancy of Office Assistant under the II Party LIC of India since 09.01.2012 at its ChallakereBranch and continued to work for Sevenyears till 16.12.2017. His case is that he has put in an application before the II Party and he was interviewed by the officials of the LIC at the Branch Office. According to himhe was appointed with an assurance of regularization of his service within a few years coupled with the benefits applicable to permanent Assistants. The above claim of the I Party is stoutly denied by the II Party on the precincts that the I Party was engaged by the LIC purely on daily wages to perform some unspecified jobs and he has been paid daily wage for the days of his engagement. Such payment according to the II Party has never been meant as "**SALARY**".

8. Among the documents produced and proved by WW 1, there is nothing indicting him to have been called for an interview for the post of Office Assistant. He did not produce copy of application said to have been submitted by him before the II Party to the said post. Though he claimed that the II Party did publish notification calling for applications on their notice board, he could not specify the date of notification or its exhibition on the notice board. He was not issued with any appointment letter by the II Party. On meticulous cross-examination he testified that he was appointed on temporary basis as daily wager. He was given wages for the period he served in the II Party. Ex W-1 series are fourvouchers produced by the I Party to prove the payments received by him from the II Party LIC. The vouchers reflect the wages received by the I Party and similarly placed other workers. Those vouchers would never improve his case, much less it substantiates his contention that he was appointed in a clear vacancy by undergoing regular recruitment process. Those vouchers would never indicate continuous and uninterrupted service of the I Party under the II Party for Six years as contended by him.

9. MW 1 the Divisional Manager of the II Party specifically deposed that there is no particular notification for LIC separately for daily wage employees and such daily wagers were engaged based on need and requirements and there is no prescribed recruitment procedure for engaging them. Their wages were paid monthly in cash, debited from imprest Cash Account No. 111772. This fact stood revealed from Ex W-1 series vouchers. MW 1 reiterated that no order is issued to such persons for engaging them on daily wage. So without getting an appointment order from the management the I Party worker cannot qualify for himself to be entitled for permanency or rather regularization in the job. There is no basis for the so called assurance alleged to have been given by the II Party that he would be given permanency in service along with equivalent other benefits.

10. The purpose of production of Ex W-2 by the I Party, the confidential communication issued by the Regional Manager (P&IR) to all SDM under South Central Zones dated 25.11.2017 alerting the divisions to disengage all the daily wagers who are continued without any court case and calling for the number of daily wagers continuing by virtue of court cases pursuant to the decision of the competent authority is not profitably explained by the I Party. It is also not properly explained as to how the I Party / WW 1 happened to be in custody of Ex W-2, the confidential communication addressed to the SDM by its higher-up. Anyhow Ex W-2 is not of any help to the I Party to establish his case.

11. Ex W-3dated 25.12.2017is the representation made by the I Party to the Senior Divisional Manager seeking regularization of his service being aggrieved by stoppage of his service w.e.f. 16.12.2017stating the same as retrenchment. In Ex W-3he grieved before the authority that he was pulled out from job without notice and without payment of notice pay / retrenchment compensation despitehaving no allegations against him.

12. On 27.12.2017he took up the matter for conciliation before the Assistant Labour Commissioner (C), Hubli under Ex W-4. Ex W-5 is the reply submitted by the II Party before the ALC(C), Hubli, in response to the Ex W-4 representation. All along, the II Party has adopted a firm defence that the I Party was engaged only as a daily wager on need basis due to office exigencies and he was neither recruited not given any appointment letter by any authority. His engagement was purely on daily wages for carrying out work on peace meal basis depending upon the needs of the office and not as a temporary employee. His pay of wages was as per the Government of Karnataka Gazette Notification revised from time to time. MW 1 during his evidence precisely testified that since the I Party was paid wages counting the number of days heworked, no deduction was made from his wage towards Provident Fund and payment of bonus to him also did not arise for consideration. The circumstances explained by MW 1 substantiates the contention raised by the II Party that the I Party was engaged only as a daily wager without there being any assurance of permanency of service and such alleged assurance being out of place.

13. Ex W-6 is the application filed by the I Party before the ALC(C) calling for documents from the II party during the conciliation proceedings. As per Ex W-7 the Assistant Labour Commissioner(C) conducted Joint Discussion on 05.02.2018 notifying further joint discussion to another date. Ex W-8 is also a similar application filed by the I Party before the Conciliation Officer calling for some more documents from the II party during the conciliation proceedings. Ex W-9 is the letter issued by the ALC(C) to LEO for collection of photocopies of documents from various branches. Ex W-10 is the copy of notification to the post of Recruitment of Assistant published by the II Party on 17.09.2019. He did not prefer to put in an Application against such notification. He testified that he is not eligible to file application to the said post. Ex W-11 is the representation given by the I Party to the Chairman, LIC of India requesting to appoint her to the vacancy notified and if not, to keep vacant one post of Office Assistant till the instant case gets over.

14. None of the above documents produced and relied upon by the I Party renders any proof to the core point of controversy as to the status of employment at the time of his engagement under the II Party. Indeed, had it been an engagement as Daily Wager, he does not get entitled for any of the benefits sought in the Petition. The II Party Management to buttress its contention that the I Party was simply disengaged as there existed no further requirement of his service and he has not been a temporary employee capable of claiming any of the benefits sought for, relied upon various judicial pronouncements of the Hon'ble Apex Court. At the threshold it has to be observed that the I Party failed in showing any Rule, Law or Regulation nor any administrative order on the basis of which he claims reinstatement and regularization with continuity of Service and other monetory benefits. In order to high light the said aspect the II Party has relied upon the Hon'ble Supreme Court in **Subedar Singh and others vs. District Judge, Mirzapur and another 2001 1 SCC 37**.

15. It is contextually significant to follow the dictum laid down by the Hon'ble Apex Court in **State of Haryana vs. Jasmer Singh (1996 (11) SCC 77)** which reads :

> **"The respondents, therefore in the present appeals who are employed on daily wages cannot be treated as on a par with persons in regular service of the State of Haryana holding similar posts. Daily-rated workers are not required to possess the qualifications prescribed for regular workers, nor do they have to fulfil the requirement relating to age at the time of recruitment. They are not selected in the manner in which regular employees are selected. In other words the requirements for selection are not as rigorous. There are also other provisions relating to regular service such as the liability of a member of the service to be transferred, and his being subject to the disciplinary jurisdiction of the authorities as prescribed, which the daily-rated workmen are not subjected to. They cannot, therefore, be equated with regular workmen for the purposes for their wages. Nor can they claim the minimum of the regular pay-scale of the regularly employed"**

Referring to the said legal position the Hon'ble Apex Court in **State ofHaryana and another vs. Tilak Raj and others (2003 (6) SCC 123)** held that a scale of pay is attached to a definite post and in case of a daily wager, he holds no posts. The I Party neither in his pleadings nor in evidence has made out the particular works he performed under the II Party, much less any material is placed by him as to the nature of the duties for which he was engaged by the II Party. The contention of the II Party in its Statement of Objection that the engagement of the I Party was for meeting the office exigencies to attend some unspecified jobs on payment of daily wage for the work performed is thus well founded.

16. In **Mohammed Ashif and others vs. State of Bihar and others (2010 (5) SCC 475)**, the Hon'ble Supreme Court held that the question of regularization of services of an Employee may arise only in situations where against an available clear vacancy an appointment is made on adhoc or on-daily wage basis by an authority competent to do so without any artificial break in service. The second situation in which the regularization could be granted is held to be where the initial entry of the employee against an available vacancy was found suffering from some flaws in the procedure in making the appointment though the person appointing was competent to make such initial recruitment and had otherwise followed the procedure prescribed for such recruitment. It is equally held that *"the all-important condition precedent for such regularization is that the initial entry of such employee must be made against the Sanctioned vacancy and by following the Rules and Regulations governing such entry*".

17. Similarly the constitution bench of the Hon'ble Apex Court in **State of Karnataka vs. Uma Devi (2006 (4) SCC 1)** held that *"If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued. Similarly, a temporary employee could not claim to be made permanent on the expiry of his term of appointment. It has also to be clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules. It is not open to the court to prevent regular recruitment at the instance of temporary employees whose period of employment has come to an end or of ad hoc employees who by the very nature of their appointment, do not acquire any right*." Here in the instant case the I party is claiming permanency and seeks for regularization mainly on the so called *"long duration of work"* (emphasis supplied) and not on any other valid ground. The dictum quoted above defeats his claim as it is bereft of valid support and devoid of merit.

18. Most of the rulings placed by the I party are not applicable to the facts of the case on hand. The Verdict of the Hon'ble High Court of Madras in **V Muthukumarasamy and others vs. The Chairman, LIC, Zonal Office dated 21.01.2007** also does not get any application in view of the fact involved in that case as the Petitioners therein were sponsored by the Employment Exchange and have been appointed on temporary basis from shortlisted candidates. As already observed, the I Party herein was not sponsored by Employment Exchange nor her engagement was in a clear vacancy by undergoing the Regular Recruitment process.

19. The I party further relied upon on the ruling of the Hon'ble High Court of Karnataka, Bengaluru in **R V Mohan Reddy vs. The Chairman, Karnataka Grameena Bank in WP No. 1944/2022 (L-RES)**

dated 10.02.2025 awarding 60% of Backwages to the Employee from the date of his termination reckoning the two decades of service he had under the management as a Peon on daily wage. As against that, the principle laid down by the Hon'ble Supreme Court in a plethora of rulings aforementioned consistently hold that the Casual Employment terminates when the same is discontinued, and merely because a temporary or casual worker has been engaged beyond the period of his employment, he would not be entitled to be absorbed into regular service or made permanent, if the original appointment was not in terms of the process envisaged by the relevant rules. So the legal position settled at rest by the Hon'ble Supreme Court disentitles the I party to put forth any claim of reinstatement, regularization, continuity of service or backwages with consequential benefits.

20. To sum up, the solitary materials viz., Ex W-1 seires indicate the payment made to the I Party in the year 2015 alone for the month of March and November and there is no valid material proving that his engagement was continuous in nature and hhe performed duties under the II Party continuously till the date of his disengagement so as to show that his tenure of service at a time was more than 240 days in a calendar year and his disengagement was in violation of the provisions of Section 25F of the ID Act. So on legal principle and on factual matrix the I Party failed to establish a case on merit justifying the relief sought for in the instant Industrial Dispute. Eventually his Claim Petition fails and the same is liable to be dismissed. With this view Points No. 1 to 3 are answered accordingly.

21. **POINT NO. 4:**In view of the above discussion, the I party is held as not entitled for any relief.

22. In the result, the following Award is passed

AWARD

The Claim Petition is Dismissed. No order as to cost.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 17.07.2025)

K P INDIRA, Presiding Officer

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1484.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एलआईसी ऑफ़ इंडिया** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री महंतेश जे** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स न.-28/2018)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-112]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1484.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 28/2018)** of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **LIC of India** and **Shri Mahantesh J** which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. Z-16025/04/2025-IR(M)-112]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIUBNAL-CUM-LABOUR COURT

"Shram Sadan",

G G Palya, Tumkur Road,

Yeswanthpur, Bangalore – 560 022.

DATED : 17th JULY 2025

PRESENT : **SMT. K P INDIRA**

Presiding Officer

I D No. 28/2018

I Party	**II Party**
Shri Mahantesh J, S/o Janappa, Bommankatte Village, Post : Gunderi, Tal : Holalkere, CHITRADURGA – 577 526.	The Senior Divisional Manager, LIC of India, Divisional Office, 100th Feet Road, Gopalagowda Road, SHIVAMOGGA - 577 205.

Appearances

I Party : **Shri M Rama Rao**
Authorized Representative

II Party : **Shri Rajesh Shetty**
Advocate

1. This is a Petition filed under Section 2A of the ID act. The claim set forth by the 1st party workman is that he was appointed as an Assistant by the 2nd Party in a clear vacancy of Office Assistant w.e.f. 15.05.2012 by obtaining an Application and he has attended the interview conducted by the II Party; he was also assured with regularization of his services for the services rendered by him and that he was doing the duties of regular staff; that he was not paid with minimum scales as applicable to the Assistants and took work for more than eight hours per day without paying him overtime wages; inspite of repeated requests to absorb him to the permanent post he was deprived with the benefits of the permanent employees; that he was not provided with Provident Fund, Bonus Benefits though other employees were extended with the same; that he was suddenly retrenched from the services of the II Party orally from 18.12.2017 in the morning hours by the Branch Manager without notice, without payment of notice pay / retrenchment compensation though there were no allegations against him. He was retrenched from the services without prior intimation or paying him retrenchment compensation and without following due process of law and that the II Party has retrenched more than 20 workmen without filing approval application seeking permission from the appropriate Government to retrench their services as mandated under Section 25N of the Act; that due to the retrenchment he is facing irreparable hardship, agony and unable to run his family and that he does not know any other work than the Assistant job; that the II Party has employed fresh entrants in his place and the nature of work done by him is perennial in nature and taking the new entrants is illegal and malafide; that he raised an industrial dispute since no settlement was arrived he preferred to file the present petition requesting this Tribunal to declare the retrenchment of service by the II Party as not in accordance with the provisions of ID Act; reinstate him into service with full back wages and other benefits, regularization with continuity of service and ancillary benefits from the date of his appointment 15.05.2012 with cost.

2. The 2nd Party in their Counter Statement rebutted the Claim Statement stating that all the averments made are false; that LIC of India (Staff) Regulations, 1960 are not applicable to the temporary employees appointed by the II Party; that the I Party is put to strict proof of the above averments; that he was doing some unspecified job on daily wages on need basis and that they were paying wages as per the notification issued by the Government of Karnataka from time to time and therefore the question of extending Provident Fund Benefits does not arise. As the specified job was completed, his services were disengaged as per law and the question of issuing notice, retrenchment compensation or notice pay does not arise and that the II Party has not contravened the provisions of ID Act and the question of reinstatement with the backwages and other benefits does not arise. The Respondent has prayed for dismissal of the Petition with cost.

3. On the rival pleadings the following points arise for consideration:

"01. Whether the I Party has succeeded in proving that he was appointed by the II Party as Assistant on temporary basis in a clear vacancy as contended?

02. Whether the disengagement of the I Party from job by the II Party is illegal as contended by the I Party?

03. Whether the I Party is entitled for the reliefs prayed for?

04. What is the proper order to be passed?"

4. The I party has got examined himself as WW 1 and Ex W-1 to Ex W-9 are got marked. From the side of the II Party MW 1 is examined and Ex M-1 is marked.

5. Heard the arguments advanced by both sides. Written notes of Arguments are also submitted by both sides.

6. **POINTS NO. 1 TO 3** : Since the matter to be considered and adjudicated on these points are intertwined and interwoven, all these points are discussed together.

7. The I Party WW 1 claimed himself as a temporary employee / Assistant in Class III Category in a clear vacancy of Office Assistant under the II Party LIC of India since 15.05.2012 at its Holalkere Satellite Branch and continued to work for Five years till 18.12.2017. His case is that he has put in an application before the II Party and he was interviewed by the officials of the LIC at the Branch Office. According to him he was appointed with an assurance of regularization of his service within a few years coupled with the benefits applicable to permanent Assistants. The above claim of the I Party is stoutly denied by the II Party on the precincts that the I Party was engaged by the LIC purely on daily wages to perform some unspecified jobs and he has been paid daily wage for the days of his engagement. Such payment according to the II Party has never been meant as "**SALARY**".

8. Among the documents produced and proved by WW 1, there is nothing indicting him to have been called for an interview for the post of Office Assistant. He did not produce copy of application said to have been submitted by him before the II Party to the said post. Though he claimed that the II Party did publish notification calling for applications on their notice board, he could not specify the date of notification or its exhibition on the notice board. He was not issued with any appointment letter by the II Party. On meticulous cross-examination he testified that he was appointed on temporary basis as daily wager. He was given wages for the period he served in the II Party. Ex W-1 series are three vouchers produced by the I Party to prove the payments received by him from the II Party LIC. The vouchers reflect the wages received by the I Party and similarly placed other workers. Those vouchers would never improve his case, much less it substantiates his contention that he was appointed in a clear vacancy by undergoing regular recruitment process. Those vouchers would never indicate continuous and uninterrupted service of the I Party under the II Party for Five years as contended by him.

9. MW 1 the Divisional Manager of the II Party specifically deposed that there is no particular notification for LIC separately for daily wage employees and such daily wagers were engaged based on need and requirements and there is no prescribed recruitment procedure for engaging them. Their wages were paid monthly in cash, debited from imprest Cash Account No. 111772. This fact stood revealed from Ex W-1 series vouchers. MW 1 reiterated that no order is issued to such persons for engaging them on daily wage. So without getting an appointment order from the management the I Party worker cannot qualify for himself to be entitled for permanency or rather regularization in the job. There is no basis for the so called assurance alleged to have been given by the II Party that he would be given permanency in service along with equivalent other benefits.

10. The purpose of production of Ex W-2 by the I Party, the confidential communication issued by the Regional Manager (P&IR) to all SDM under South Central Zones dated 25.11.2017 alerting the divisions to disengage all the daily wagers who are continued without any court case and calling for the number of daily wagers continuing by virtue of court cases pursuant to the decision of the competent authority is not profitably explained by the I Party. It is also not properly explained as to how the I Party / WW 1 happened to be in custody of Ex W-2, the confidential communication addressed to the SDM by its higher-up. Anyhow Ex W-2 is not of any help to the I Party to establish his case.

11. Ex W-3 dated 25.12.2017 is the representation made by the I Party to the Senior Divisional Manager seeking regularization of his service being aggrieved by stoppage of his service w.e.f. 18.12.2017 stating the same as retrenchment. In Ex W-3 he grieved before the authority that he was pulled out from job without notice and without payment of notice pay / retrenchment compensation despite having no allegations against him.

12. On 15.12.2018 he took up the matter for conciliation before the Assistant Labour Commissioner (C), Hubli under Ex W-4. Ex W-5 is the reply submitted by the II Party before the ALC(C), Hubli, purported to be in response to Ex W-4 representation. Ex W-7 is shown to be the Joint discussion conducted by the Assistant Labour Commissioner(C) in the matter on 05.02.2018. However, the conciliation failure report produced by the I Party issued by the ALC(C) would demonstrate that the conciliation was commenced from 08.01.2018, seemingly much prior to the Application submitted by the I Party. In short there are altogether obvious mismatching of dates in the respective documents produced by the I Party. Anyhow, the ultimate fact emerging is that the Conciliation attempt was ended in failure which caused the I Party to approach this Court seeking redressal of his grievance.

13. Ex W-6 is the application filed by the I Party before the ALC(C) calling for documents from the II party during the conciliation proceedings. Ex W-8 is also a similar application filed by the I Party before the Conciliation Officer calling for some more documents from the II party during the conciliation proceedings. Ex W-9 is the letter issued by the ALC(C) to LEO for collection of photocopies of documents from various branches. During cross-examination WW 1 testified the II Party has called for application for Assistant Post and he is not eligible to file application to the said post.

14. All along, the II Party has adopted a firm defence that the I Party was engaged only as a daily wager on need basis due to office exigencies and he was neither recruited not given any appointment letter by any authority. His engagement was purely on daily wages for carrying out work on peace meal basis depending upon the needs of the office and not as a temporary employee. His pay of wages was as per the Government of Karnataka Gazette Notification revised from time to time. MW 1 during his evidence precisely testified that since the I Party was paid wages counting the number of days he worked, no deduction was made from his wage towards Provident Fund and payment of bonus to him also did not arise for consideration. The circumstances explained by MW 1

substantiates the contention raised by the II Party that the I Party was engaged only as a daily wager without there being any assurance of permanency of service and such alleged assurance being out of place.

15. None of the above documents produced and relied upon by the I Party renders any proof to the core point of controversy as to the status of employment at the time of his engagement under the II Party. Indeed, had it been an engagement as Daily Wager, he does not get entitled for any of the benefits sought in the Petition. The II Party Management to buttress its contention that the I Party was simply disengaged as there existed no further requirement of his service and he has not been a temporary employee capable of claiming any of the benefits sought for, relied upon various judicial pronouncements of the Hon'ble Apex Court. At the threshold it has to be observed that the I Party failed in showing any Rule, Law or Regulation nor any administrative order on the basis of which he claims reinstatement and regularization with continuity of Service and other monetory benefits. In order to high light the said aspect the II Party has relied upon the Hon'ble Supreme Court in **Subedar Singh and others vs. District Judge, Mirzapur and another 2001 1 SCC 37**.

16. It is contextually significant to follow the dictum laid down by the Hon'ble Apex Court in **State of Haryana vs. Jasmer Singh (1996 (11) SCC 77)** which reads :

> **"The respondents, therefore in the present appeals who are employed on daily wages cannot be treated as on a par with persons in regular service of the State of Haryana holding similar posts. Daily-rated workers are not required to possess the qualifications prescribed for regular workers, nor do they have to fulfil the requirement relating to age at the time of recruitment. They are not selected in the manner in which regular employees are selected. In other words the requirements for selection are not as rigorous. There are also other provisions relating to regular service such as the liability of a member of the service to be transferred, and his being subject to the disciplinary jurisdiction of the authorities as prescribed, which the daily-rated workmen are not subjected to. They cannot, therefore, be equated with regular workmen for the purposes for their wages. Nor can they claim the minimum of the regular pay-scale of the regularly employed"**

Referring to the said legal position the Hon'ble Apex Court in **State of Haryana and another vs. Tilak Raj and others (2003 (6) SCC 123)** held that a scale of pay is attached to a definite post and in case of a daily wager, he holds no posts. The I Party neither in his pleadings nor in evidence has made out the particular works he performed under the II Party, much less any material is placed by him as to the nature of the duties for which he was engaged by the II Party. The contention of the II Party in its Statement of Objection that the engagement of the I Party was for meeting the office exigencies to attend some unspecified jobs on payment of daily wage for the work performed is thus well founded.

17. In **Mohammed Ashif and others vs. State of Bihar and others (2010 (5) SCC 475)**, the Hon'ble Supreme Court held that the question of regularization of services of an Employee may arise only in situations where against an available clear vacancy an appointment is made on adhoc or on-daily wage basis by an authority competent to do so without any artificial break in service. The second situation in which the regularization could be granted is held to be where the initial entry of the employee against an available vacancy was found suffering from some flaws in the procedure in making the appointment though the person appointing was competent to make such initial recruitment and had otherwise followed the procedure prescribed for such recruitment. It is equally held that *"the all-important condition precedent for such regularization is that the initial entry of such employee must be made against the Sanctioned vacancy and by following the Rules and Regulations governing such entry*".

18. Similarly the constitution bench of the Hon'ble Apex Court in **State of Karnataka vs. Uma Devi (2006 (4) SCC 1)** held that *"If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued. Similarly, a temporary employee could not claim to be made permanent on the expiry of his term of appointment. It has also to be clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules. It is not open to the court to prevent regular recruitment at the instance of temporary employees whose period of employment has come to an end or of ad hoc employees who by the very nature of their appointment, do not acquire any right*." Here in the instant case the I party is claiming permanency and seeks for regularization mainly on the so called *"long duration of work"* (emphasis supplied) and not on any other valid ground. The dictum quoted above defeats his claim as it is bereft of valid support and devoid of merit.

19. Most of the rulings placed by the I party are not applicable to the facts of the case on hand. The Verdict of the Hon'ble High Court of Madras in **V Muthukumarasamy and others vs. The Chairman, LIC, Zonal Office dated 21.01.2007** also does not get any application in view of the fact involved in that case as the Petitioners therein were sponsored by the Employment Exchange and have been appointed on temporary basis from

shortlisted candidates. As already observed, the I Party herein was not sponsored by Employment Exchange nor her engagement was in a clear vacancy by undergoing the Regular Recruitment process.

20. The I party further relied upon on the ruling of the Hon'ble High Court of Karnataka, Bengaluru in **R V Mohan Reddy vs. The Chairman, Karnataka Grameena Bank in WP No. 1944/2022 (L-RES) dated 10.02.2025** awarding 60% of Backwages to the Employee from the date of his termination reckoning the two decades of service he had under the management as a Peon on daily wage. As against that, the principle laid down by the Hon'ble Supreme Court in a plethora of rulings aforementioned consistently hold that the Casual Employment terminates when the same is discontinued, and merely because a temporary or casual worker has been engaged beyond the period of his employment, he would not be entitled to be absorbed into regular service or made permanent, if the original appointment was not in terms of the process envisaged by the relevant rules. So the legal position settled at rest by the Hon'ble Supreme Court disentitles the I party to put forth any claim of reinstatement, regularization, continuity of service or back wages with consequential benefits.

21. To sum up, the solitary materials viz., Ex W-1 seires indicate the payment made to the I Party in the year 2015 alone for the month of March and November and there is no valid material proving that his engagement was continuous in nature and hhe performed duties under the II Party continuously till the date of his disengagement so as to show that his tenure of service at a time was more than 240 days in a calendar year and his disengagement was in violation of the provisions of Section 25F of the ID Act. So on legal principle and on factual matrix the I Party failed to establish a case on merit justifying the relief sought for in the instant Industrial Dispute. Eventually his Claim Petition fails and the same is liable to be dismissed. With this view Points No. 1 to 3 are answered accordingly.

22. **POINT NO. 4:** In view of the above discussion, the I party is held as not entitled for any relief.

23. In the result, the following Award is passed

AWARD

The Claim Petition is Dismissed. No order as to cost.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 17.07.2025)

K P INDIRA, Presiding Officer

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1485.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एलआईसी ऑफ़ इंडिया** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री भार्गव जी गोखले** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स न.-30/2018)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-113]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1485.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 30/2018)** of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **LIC of India** and **Shri Bhargav G Gokhale** which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. Z-16025/04/2025-IR(M)-113]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIUBNAL-CUM-LABOUR COURT

"Shram Sadan",
G G Palya, Tumkur Road,
Yeswanthpur, Bangalore – 560 022.

DATED : 17th JULY 2025

PRESENT : **SMT. K P INDIRA**
Presiding Officer

I D No. 30/2018

I Party	**II Party**
Shri Bhargav G Gokhale,	The Senior Divisional Manager,
S/o Gopinath G Gokhale,	LIC of India, Divisional Office,
Azad Road,	100th Feet Road,
SORABA – 577 429.	Gopalagowda Road,
Dist : Shivamogga	SHIVAMOGGA - 577 205.

Appearances

I Party : **Shri M Rama Rao**
Authorized Representative

II Party : **Shri Vijayendra D Joshi**
Advocate

1. This is a Petition filed under Section 2A of the ID act. The claim set forth by the 1st party workman is that he was appointed as an Assistant by the 2nd Party in a clear vacancy of Office Assistant w.e.f. 14.08.2008 by obtaining an Application and he has attended the interview conducted by the II Party; he was also assured with regularization of his services for the services rendered by him and that he was doing the duties of regular staff; that he was not paid with minimum scales as applicable to the Assistants and took work for more than eight hours per day without paying him overtime wages; inspite of repeated requests to absorb him to the permanent post he was deprived with the benefits of the permanent employees; that he was not provided with Provident Fund, Bonus Benefits though other employees were extended with the same; that he was suddenly retrenched from the services of the II Party orally from 15.12.2017 in the evening hours by the Branch Manager without notice, without payment of notice pay / retrenchment compensation though there were no allegations against him. He was retrenched from the services without prior intimation or paying him retrenchment compensation and without following due process of law and that the II Party has retrenched more than 20 workmen without filing approval application seeking permission from the appropriate Government to retrench their services as mandated under Section 25N of the Act; that due to the retrenchment he is facing irreparable hardship, agony and unable to run his family and that he does not know any other work than the Assistant job; that the II Party has employed fresh entrants in his place and the nature of work done by him is perennial in nature and taking the new entrants is illegal and malafide; that he raised an industrial dispute since no settlement was arrived he preferred to file the present petition requesting this Tribunal to declare the retrenchment of service by the II Party as not in accordance with the provisions of ID Act; reinstate him into service with full back wages and other benefits, regularization with continuity of service and ancillary benefits from the date of his appointment 14.08.2008 with cost.

2. The 2nd Party in their Counter Statement rebutted the Claim Statement stating that all the averments made are false; that LIC of India (Staff) Regulations, 1960 are not applicable to the temporary employees appointed by the II Party; that the I Party is put to strict proof of the above averments; that he was doing some unspecified job on daily wages on need basis and that they were paying wages as per the notification issued by the Government of Karnataka from time to time and therefore the question of extending Provident Fund Benefits does not arise. As the specified job was completed, his services were disengaged as per law and the question of issuing notice, retrenchment compensation or notice pay does not arise and that the II Party has not contravened the provisions of ID Act and the question of reinstatement with the backwages and other benefits does not arise. The Respondent has prayed for dismissal of the Petition with cost.

3. On the rival pleadings the following points arise for consideration:

"01. Whether the I Party has succeeded in proving that he was appointed by the II Party as Assistant on temporary basis in a clear vacancy as contended?

02. Whether the disengagement of the I Party from job by the II Party is illegal as contended by the I Party?

03. Whether the I Party is entitled for the reliefs prayed for?

04. What is the proper order to be passed?"

4. The I party has got examined himself as WW 1 and Ex W-1 to Ex W-8 are got marked. From the side of the II Party MW 1 is examined and Ex M-1 is marked.

5. Heard the arguments advanced by both sides. Written notes of Arguments are also submitted by both sides.

6. **POINTS NO. 1 TO 3** : Since the matter to be considered and adjudicated on these points are intertwined and interwoven, all these points are discussed together.

7. The I Party WW 1 claimed himself as a temporary employee / Assistant in Class III Category in a clear vacancy of Office Assistant under the II Party LIC of India since 14.08.2008 at its Sorab Satelite Branch and continued to work for Four years till 15.12.2017. His case is that he has put in an application before the II Party and he was interviewed by the officials of the LIC at the Branch Office. According to him he was appointed with an assurance of regularization of his service within a few years coupled with the benefits applicable to permanent Assistants. The above claim of the I Party is stoutly denied by the II Party on the precincts that the I Party was engaged by the LIC purely on daily wages to perform some unspecified jobs and he has been paid daily wage for the days of his engagement. Such payment according to the II Party has never been meant as "**SALARY**".

8. Among the documents produced and proved by WW 1, there is nothing indicting him to have been called for an interview for the post of Office Assistant. He did not produce copy of application said to have been submitted by him before the II Party to the said post. Though he claimed that the II Party did publish notification calling for applications on their notice board, he could not specify the date of notification or its exhibition on the notice board. He was not issued with any appointment letter by the II Party. On meticulous cross-examination he testified that he was appointed on temporary basis as daily wager. He was given wages for the period he served in the II Party. No concrete material are forth coming from his side to prove payment of wage from the II Party.

9. MW 1 the Divisional Manager of the II Party specifically deposed that there is no particular notification for LIC separately for daily wage employees and such daily wagers were engaged based on need and requirements and there is no prescribed recruitment procedure for engaging them. Their wages were paid monthly in cash, debited from imprest Cash Account No. 111772. MW 1 reiterated that no order is issued to such persons for engaging them on daily wage. So without getting an appointment order from the management the I Party worker cannot qualify for himself to be entitled for permanency or rather regularization in the job. There is no basis for the so called assurance alleged to have been given by the II Party that he would be given permanency in service along with equivalent other benefits.

10. The purpose of production of Ex W-1 by the I Party, the confidential communication issued by the Regional Manager (P&IR) to all SDM under South Central Zones dated 25.11.2017 alerting the divisions to disengage all the daily wagers who are continued without any court case and calling for the number of daily wagers continuing by virtue of court cases pursuant to the decision of the competent authority is not profitably explained by the I Party. It is also not properly explained as to how the I Party / WW 1 happened to be in custody of Ex W-1, the confidential communication addressed to the SDM by its higher-up. Anyhow Ex W-1 is not of any help to the I Party to establish his case.

11. Ex W-2 dated 25.12.2017 is the representation made by the I Party to the Senior Divisional Manager seeking regularization of his service being aggrieved by stoppage of his service w.e.f. 15.12.2017 stating the same as retrenchment. In Ex W-2 he grieved before the authority that he was pulled out from job without notice and without payment of notice pay / retrenchment compensation despite having no allegations against him.

12. On 15.12.2018 he took up the matter for conciliation before the Assistant Labour Commissioner (C), Hubli under Ex W-3. Ex W-4 is the reply submitted by the II Party before the ALC(C), Hubli, in response to the Ex W-3 representation. Ex W-6 is shown to be the Joint discussion conducted by the Assistant Labour Commissioner(C) in the matter on 05.02.2018. However, the conciliation failure report produced by the I Party issued by the ALC(C) would demonstrate that the conciliation was commenced from 08.01.2018, seemingly much prior to the Application submitted by the I Party. In short there are altogether obvious mismatching of dates in the respective documents produced by the I Party. Anyhow, the ultimate fact emerging is that the Conciliation attempt was ended in failure which caused the I Party to approach this Court seeking redressal of his grievance. All along, the II Party has adopted a firm defence that the I Party was engaged only as a daily wager on need basis due to office exigencies and

he was neither recruited not given any appointment letter by any authority. His engagement was purely on daily wages for carrying out work on peace meal basis depending upon the needs of the office and not as a temporary employee. His pay of wages was as per the Government of Karnataka Gazette Notification revised from time to time. MW 1 during his evidence precisely testified that since the I Party was paid wages counting the number of days he worked, no deduction was made from his wage towards Provident Fund and payment of bonus to him also did not arise for consideration. The circumstances explained by MW 1 substantiates the contention raised by the II Party that the I Party was engaged only as a daily wager without there being any assurance of permanency of service and such alleged assurance being out of place.

13. Ex W-5 is the application filed by the I Party before the ALC(C) calling for documents from the II party during the conciliation proceedings. Ex W-7 is also a similar application filed by the I Party before the Conciliation Officer calling for some more documents from the II party during the conciliation proceedings. Ex W-8 is the letter issued by the ALC(C) to LEO for collection of photocopies of documents from various branches. Though he knew that the II Party has called for applications for the post of Assistant he has not applied for the said post as he is not eligible to file application to the said post.

14. None of the above documents produced and relied upon by the I Party renders any proof to the core point of controversy as to the status of employment at the time of his engagement under the II Party. Indeed, had it been an engagement as Daily Wager, he does not get entitled for any of the benefits sought in the Petition. The II Party Management to buttress its contention that the I Party was simply disengaged as there existed no further requirement of his service and he has not been a temporary employee capable of claiming any of the benefits sought for, relied upon various judicial pronouncements of the Hon'ble Apex Court. At the threshold it has to be observed that the I Party failed in showing any Rule, Law or Regulation nor any administrative order on the basis of which he claims reinstatement and regularization with continuity of Service and other monetory benefits. In order to high light the said aspect the II Party has relied upon the Hon'ble Supreme Court in **Subedar Singh and others vs. District Judge, Mirzapur and another 2001 1 SCC 37**.

15. It is contextually significant to follow the dictum laid down by the Hon'ble Apex Court in **State of Haryana vs. Jasmer Singh (1996 (11) SCC 77)** which reads :

> **"The respondents, therefore in the present appeals who are employed on daily wages cannot be treated as on a par with persons in regular service of the State of Haryana holding similar posts. Daily-rated workers are not required to possess the qualifications prescribed for regular workers, nor do they have to fulfil the requirement relating to age at the time of recruitment. They are not selected in the manner in which regular employees are selected. In other words the requirements for selection are not as rigorous. There are also other provisions relating to regular service such as the liability of a member of the service to be transferred, and his being subject to the disciplinary jurisdiction of the authorities as prescribed, which the daily-rated workmen are not subjected to. They cannot, therefore, be equated with regular workmen for the purposes for their wages. Nor can they claim the minimum of the regular pay-scale of the regularly employed"**

Referring to the said legal position the Hon'ble Apex Court in **State of Haryana and another vs. Tilak Raj and others (2003 (6) SCC 123)** held that a scale of pay is attached to a definite post and in case of a daily wager, he holds no posts. The I Party neither in his pleadings nor in evidence has made out the particular works he performed under the II Party, much less any material is placed by him as to the nature of the duties for which he was engaged by the II Party. The contention of the II Party in its Statement of Objection that the engagement of the I Party was for meeting the office exigencies to attend some unspecified jobs on payment of daily wage for the work performed is thus well founded.

16. In **Mohammed Ashif and others vs. State of Bihar and others (2010 (5) SCC 475)**, the Hon'ble Supreme Court held that the question of regularization of services of an Employee may arise only in situations where against an available clear vacancy an appointment is made on adhoc or on-daily wage basis by an authority competent to do so without any artificial break in service. The second situation in which the regularization could be granted is held to be where the initial entry of the employee against an available vacancy was found suffering from some flaws in the procedure in making the appointment though the person appointing was competent to make such initial recruitment and had otherwise followed the procedure prescribed for such recruitment. It is equally held that *"the all-important condition precedent for such regularization is that the initial entry of such employee must be made against the Sanctioned vacancy and by following the Rules and Regulations governing such entry*".

17. Similarly the constitution bench of the Hon'ble Apex Court in **State of Karnataka vs. Uma Devi (2006 (4) SCC 1)** held that *"If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued. Similarly, a temporary employee could not claim to be made permanent on the expiry of his term of appointment. It has also to be clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance, if the original appointment was not made by*

following a due process of selection as envisaged by the relevant rules. It is not open to the court to prevent regular recruitment at the instance of temporary employees whose period of employment has come to an end or of ad hoc employees who by the very nature of their appointment, do not acquire any right." Here in the instant case the I party is claiming permanency and seeks for regularization mainly on the so called *"long duration of work"* (emphasis supplied) and not on any other valid ground. The dictum quoted above defeats his claim as it is bereft of valid support and devoid of merit.

18. Most of the rulings placed by the I party are not applicable to the facts of the case on hand. The Verdict of the Hon'ble High Court of Madras in **V Muthukumarasamy and others vs. The Chairman, LIC, Zonal Office dated 21.01.2007** also does not get any application in view of the fact involved in that case as the Petitioners therein were sponsored by the Employment Exchange and have been appointed on temporary basis from shortlisted candidates. As already observed, the I Party herein was not sponsored by Employment Exchange nor her engagement was in a clear vacancy by undergoing the Regular Recruitment process.

19. The I party further relied upon on the ruling of the Hon'ble High Court of Karnataka, Bengaluru in **R V Mohan Reddy vs. The Chairman, Karnataka Grameena Bank in WP No. 1944/2022 (L-RES) dated 10.02.2025** awarding 60% of Backwages to the Employee from the date of his termination reckoning the two decades of service he had under the management as a Peon on daily wage. As against that, the principle laid down by the Hon'ble Supreme Court in a plethora of rulings aforementioned consistently hold that the Casual Employment terminates when the same is discontinued, and merely because a temporary or casual worker has been engaged beyond the period of his employment, he would not be entitled to be absorbed into regular service or made permanent, if the original appointment was not in terms of the process envisaged by the relevant rules. So the legal position settled at rest by the Hon'ble Supreme Court disentitles the I party to put forth any claim of reinstatement, regularization, continuity of service or back wages with consequential benefits.

20. To sum up, the solitary materials viz., Ex W-1 seires indicate the payment made to the I Party in the year 2015 alone for the month of March and November and there is no valid material proving that his engagement was continuous in nature and hhe performed duties under the II Party continuously till the date of his disengagement so as to show that his tenure of service at a time was more than 240 days in a calendar year and his disengagement was in violation of the provisions of Section 25F of the ID Act. So on legal principle and on factual matrix the I Party failed to establish a case on merit justifying the relief sought for in the instant Industrial Dispute. Eventually his Claim Petition fails and the same is liable to be dismissed. With this view Points No. 1 to 3 are answered accordingly.

21. **POINT NO. 4:** In view of the above discussion, the I party is held as not entitled for any relief.

22. In the result, the following Award is passed

AWARD

The Claim Petition is Dismissed. No order as to cost.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 17.07.2025)

K P INDIRA, Presiding Officer

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1486.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एलआईसी ऑफ़ इंडिया** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री दर्शन आर.** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स न.-31/2018)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025 को प्राप्त हुआ था ।

[सं. जेड-16025/04/2025-आईआर(एम)-114]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1486.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 31/2018)** of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **LIC of India** and **Shri Darshan R** which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. Z-16025/04/2025-IR(M)-114]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIUBNAL-CUM-LABOUR COURT

"Shram Sadan",
G G Palya, Tumkur Road,
Yeswanthpur, Bangalore – 560 022.

DATED : 17th JULY 2025

PRESENT : **SMT. K P INDIRA**
Presiding Officer

I D No. 31/2018

I Party	**II Party**
Shri Darshan R,	The Senior Divisional Manager,
S/o Rajappa S,	LIC of India, Divisional Office,
N S Road,	100th Feet Road,
CHANNAGIRI – 577 213.	Gopalagowda Road,
Dist : Davanagere	SHIVAMOGGA - 577 205.

Appearances

I Party : **Shri M Rama Rao**
Authorized Representative

II Party : **Shri Vijayendra D Joshi**
Advocate

1. This is a Petition filed under Section 2A of the ID act. The claim set forth by the 1st party workman is that he was appointed as an Assistant by the 2nd Party in a clear vacancy of Office Assistant w.e.f. 02.09.2013 by obtaining an Application and he has attended the interview conducted by the II Party; he was also assured with regularization of his services for the services rendered by him and that he was doing the duties of regular staff; that he was not paid with minimum scales as applicable to the Assistants and took work for more than eight hours per day without paying him overtime wages; inspite of repeated requests to absorb him to the permanent post he was deprived with the benefits of the permanent employees; that he was not provided with Provident Fund, Bonus Benefits though other employees were extended with the same; that he was suddenly retrenched from the services of the II Party orally from 18.12.2017 in the morning hours by the Branch Manager without notice, without payment of notice pay / retrenchment compensation though there were no allegations against him. He was retrenched from the services without prior intimation or paying him retrenchment compensation and without following due process of law and that the II Party has retrenched more than 20 workmen without filing approval application seeking permission from the appropriate Government to retrench their services as mandated under Section 25N of the Act; that due to the retrenchment he is facing irreparable hardship, agony and unable to run his family and that he does not know any other work than the Assistant job; that the II Party has employed fresh entrants in his place and the nature of work done by him is perennial in nature and taking the new entrants is illegal and malafide; that he raised an industrial dispute since no settlement was arrived he preferred to file the present petition requesting this Tribunal to declare the retrenchment of service by the II Party as not in accordance with the provisions of ID Act; reinstate him into service with full back wages and other benefits, regularization with continuity of service and ancillary benefits from the date of his appointment 02.09.2013 with cost.

2. The 2nd Party in their Counter Statement rebutted the Claim Statement stating that all the averments made are false; that LIC of India (Staff) Regulations, 1960 are not applicable to the temporary employees appointed by the II Party; that the I Party is put to strict proof of the above averments; that he was doing some unspecified job on daily wages on need basis and that they were paying wages as per the notification issued by the Government of Karnataka from time to time and therefore the question of extending Provident Fund Benefits does not arise. As the specified job was completed, his services were disengaged as per law and the question of issuing notice, retrenchment compensation or notice pay does not arise and that the II Party has not contravened the provisions of ID Act and the question of reinstatement with the backwages and other benefits does not arise. The Respondent has prayed for dismissal of the Petition with cost.

3. On the rival pleadings the following points arise for consideration:

"01. Whether the I Party has succeeded in proving that he was appointed by the II Party as Assistant on temporary basis in a clear vacancy as contended?

02. Whether the disengagement of the I Party from job by the II Party is illegal as contended by the I Party?

03. Whether the I Party is entitled for the reliefs prayed for?

04. What is the proper order to be passed?"

4. The I party has got examined himself as WW 1 and Ex W-1 to Ex W-10 are got marked. From the side of the II Party MW 1 is examined and Ex M-1 is marked.

5. Heard the arguments advanced by both sides. Written notes of Arguments are also submitted by both sides.

6. **POINTS NO. 1 TO 3** : Since the matter to be considered and adjudicated on these points are intertwined and interwoven, all these points are discussed together.

7. The I Party WW 1 claimed himself as a temporary employee / Assistant in Class III Category in a clear vacancy of Office Assistant under the II Party LIC of India since 02.09.2013 at its Channagiri Branch and continued to work for Four years till 18.12.2017. His case is that he has put in an application before the II Party and he was interviewed by the officials of the LIC at the Branch Office. According to him he was appointed with an assurance of regularization of his service within a few years coupled with the benefits applicable to permanent Assistants. The above claim of the I Party is stoutly denied by the II Party on the precincts that the I Party was engaged by the LIC purely on daily wages to perform some unspecified jobs and he has been paid daily wage for the days of his engagement. Such payment according to the II Party has never been meant as "**SALARY**".

8. Among the documents produced and proved by WW 1, there is nothing indicting him to have been called for an interview for the post of Office Assistant. He did not produce copy of application said to have been submitted by him before the II Party to the said post. Though he claimed that the II Party did publish notification calling for applications on their notice board, he could not specify the date of notification or its exhibition on the notice board. He was not issued with any appointment letter by the II Party. On meticulous cross-examination he testified that he was appointed on temporary basis as daily wager. He was given wages for the period he served in the II Party. Ex W-1 series are two vouchers produced by the I Party to prove the payments received by him from the II Party LIC. The vouchers reflect the wages received by the I Party and similarly placed other workers. Those vouchers would never improve his case, much less it substantiates his contention that he was appointed in a clear vacancy by undergoing regular recruitment process. Those vouchers would never indicate continuous and uninterrupted service of the I Party under the II Party for Six years as contended by him.

9. MW 1 the Divisional Manager of the II Party specifically deposed that there is no particular notification for LIC separately for daily wage employees and such daily wagers were engaged based on need and requirements and there is no prescribed recruitment procedure for engaging them. Their wages were paid monthly in cash, debited from imprest Cash Account No. 111772. This fact stood revealed from Ex W-1 series vouchers. MW 1 reiterated that no order is issued to such persons for engaging them on daily wage. So without getting an appointment order from the management the I Party worker cannot qualify for himself to be entitled for permanency or rather regularization in the job. There is no basis for the so called assurance alleged to have been given by the II Party that he would be given permanency in service along with equivalent other benefits.

10. The purpose of production of Ex W-2 by the I Party, the confidential communication issued by the Regional Manager (P&IR) to all SDM under South Central Zones dated 25.11.2017 alerting the divisions to disengage all the daily wagers who are continued without any court case and calling for the number of daily wagers continuing by virtue of court cases pursuant to the decision of the competent authority is not profitably explained by the I Party. It is also not properly explained as to how the I Party / WW 1 happened to be in custody of Ex W-2, the confidential communication addressed to the SDM by its higher-up. Anyhow Ex W-2 is not of any help to the I Party to establish his case.

11. Ex W-3 dated 09.03.2018 is the representation made by the I Party to the Senior Divisional Manager seeking regularization of his service being aggrieved by stoppage of his service w.e.f. 18.12.2017 stating the same as retrenchment. In Ex W-3 he grieved before the authority that he was pulled out from job without notice and without payment of notice pay / retrenchment compensation despite having no allegations against him.

12. On 10.03.2018 he took up the matter for conciliation before the Assistant Labour Commissioner (C), Hubli under Ex W-4. Ex W-6 is shown to be the Joint discussion conducted by the Assistant Labour Commissioner(C) in the matter on 05.02.2018. However, the conciliation failure report produced by the I Party issued by the ALC(C) would demonstrate that the conciliation was commenced from 08.01.2018, seemingly much prior to the Application submitted by the I Party. In short there are altogether obvious mismatching of dates in the respective documents

produced by the I Party. Anyhow, the ultimate fact emerging is that the Conciliation attempt was ended in failure which caused the I Party to approach this Court seeking redressal of his grievance. All along, the II Party has adopted a firm defence that the I Party was engaged only as a daily wager on need basis due to office exigencies and he was neither recruited not given any appointment letter by any authority. His engagement was purely on daily wages for carrying out work on peace meal basis depending upon the needs of the office and not as a temporary employee. His pay of wages was as per the Government of Karnataka Gazette Notification revised from time to time. MW 1 during his evidence precisely testified that since the I Party was paid wages counting the number of days he worked, no deduction was made from his wage towards Provident Fund and payment of bonus to him also did not arise for consideration. The circumstances explained by MW 1 substantiates the contention raised by the II Party that the I Party was engaged only as a daily wager without there being any assurance of permanency of service and such alleged assurance being out of place.

13. Ex W-5 is the application filed by the I Party before the ALC(C) calling for documents from the II party during the conciliation proceedings. Ex W-7 is also a similar application filed by the I Party before the Conciliation Officer calling for some more documents from the II party during the conciliation proceedings. Ex W-8 is the letter issued by the ALC(C) to LEO for collection of photocopies of documents from various branches. Ex W-9 is the copy of notification to the post of Recruitment of Assistant published by the II Party on 17.09.2019. He did not prefer to put in an Application against such notification. He testified that he is not eligible to file application to the said post. Ex W-10 is the representation given by the I Party to the Chairman, LIC of India requesting to appoint her to the vacancy notified and if not, to keep vacant one post of Office Assistant till the instant case gets over.

14. None of the above documents produced and relied upon by the I Party renders any proof to the core point of controversy as to the status of employment at the time of his engagement under the II Party. Indeed, had it been an engagement as Daily Wager, he does not get entitled for any of the benefits sought in the Petition. The II Party Management to buttress its contention that the I Party was simply disengaged as there existed no further requirement of his service and he has not been a temporary employee capable of claiming any of the benefits sought for, relied upon various judicial pronouncements of the Hon'ble Apex Court. At the threshold it has to be observed that the I Party failed in showing any Rule, Law or Regulation nor any administrative order on the basis of which he claims reinstatement and regularization with continuity of Service and other monetory benefits. In order to high light the said aspect the II Party has relied upon the Hon'ble Supreme Court in **Subedar Singh and others vs. District Judge, Mirzapur and another 2001 1 SCC 37**.

15. It is contextually significant to follow the dictum laid down by the Hon'ble Apex Court in **State of Haryana vs. Jasmer Singh (1996 (11) SCC 77)** which reads :

> **"The respondents, therefore in the present appeals who are employed on daily wages cannot be treated as on a par with persons in regular service of the State of Haryana holding similar posts. Daily-rated workers are not required to possess the qualifications prescribed for regular workers, nor do they have to fulfil the requirement relating to age at the time of recruitment. They are not selected in the manner in which regular employees are selected. In other words the requirements for selection are not as rigorous. There are also other provisions relating to regular service such as the liability of a member of the service to be transferred, and his being subject to the disciplinary jurisdiction of the authorities as prescribed, which the daily-rated workmen are not subjected to. They cannot, therefore, be equated with regular workmen for the purposes for their wages. Nor can they claim the minimum of the regular pay-scale of the regularly employed"**

Referring to the said legal position the Hon'ble Apex Court in **State of Haryana and another vs. Tilak Raj and others (2003 (6) SCC 123)** held that a scale of pay is attached to a definite post and in case of a daily wager, he holds no posts. The I Party neither in his pleadings nor in evidence has made out the particular works he performed under the II Party, much less any material is placed by him as to the nature of the duties for which he was engaged by the II Party. The contention of the II Party in its Statement of Objection that the engagement of the I Party was for meeting the office exigencies to attend some unspecified jobs on payment of daily wage for the work performed is thus well founded.

16. In **Mohammed Ashif and others vs. State of Bihar and others (2010 (5) SCC 475)**, the Hon'ble Supreme Court held that the question of regularization of services of an Employee may arise only in situations where against an available clear vacancy an appointment is made on adhoc or on-daily wage basis by an authority competent to do so without any artificial break in service. The second situation in which the regularization could be granted is held to be where the initial entry of the employee against an available vacancy was found suffering from some flaws in the procedure in making the appointment though the person appointing was competent to make such initial recruitment and had otherwise followed the procedure prescribed for such recruitment. It is equally held that *"the all-important condition precedent for such regularization is that the initial entry of such employee must be made against the Sanctioned vacancy and by following the Rules and Regulations governing such entry*".

17. Similarly the constitution bench of the Hon'ble Apex Court in **State of Karnataka vs. Uma Devi (2006 (4) SCC 1)** held that *"If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued. Similarly, a temporary employee could not claim to be made permanent on the expiry of his term of appointment. It has also to be clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules. It is not open to the court to prevent regular recruitment at the instance of temporary employees whose period of employment has come to an end or of ad hoc employees who by the very nature of their appointment, do not acquire any right*." Here in the instant case the I party is claiming permanency and seeks for regularization mainly on the so called *"long duration of work"* (emphasis supplied) and not on any other valid ground. The dictum quoted above defeats his claim as it is bereft of valid support and devoid of merit.

18. Most of the rulings placed by the I party are not applicable to the facts of the case on hand. The Verdict of the Hon'ble High Court of Madras in **V Muthukumarasamy and others vs. The Chairman, LIC, Zonal Office dated 21.01.2007** also does not get any application in view of the fact involved in that case as the Petitioners therein were sponsored by the Employment Exchange and have been appointed on temporary basis from shortlisted candidates. As already observed, the I Party herein was not sponsored by Employment Exchange nor her engagement was in a clear vacancy by undergoing the Regular Recruitment process.

19. The I party further relied upon on the ruling of the Hon'ble High Court of Karnataka, Bengaluru in **R V Mohan Reddy vs. The Chairman, Karnataka Grameena Bank in WP No. 1944/2022 (L-RES) dated 10.02.2025** awarding 60% of Backwages to the Employee from the date of his termination reckoning the two decades of service he had under the management as a Peon on daily wage. As against that, the principle laid down by the Hon'ble Supreme Court in a plethora of rulings aforementioned consistently hold that the Casual Employment terminates when the same is discontinued, and merely because a temporary or casual worker has been engaged beyond the period of his employment, he would not be entitled to be absorbed into regular service or made permanent, if the original appointment was not in terms of the process envisaged by the relevant rules. So the legal position settled at rest by the Hon'ble Supreme Court disentitles the I party to put forth any claim of reinstatement, regularization, continuity of service or back wages with consequential benefits.

20. To sum up, the solitary materials viz., Ex W-1 seires indicate the payment made to the I Party in the year 2015 alone for the month of March and November and there is no valid material proving that his engagement was continuous in nature and hhe performed duties under the II Party continuously till the date of his disengagement so as to show that his tenure of service at a time was more than 240 days in a calendar year and his disengagement was in violation of the provisions of Section 25F of the ID Act. So on legal principle and on factual matrix the I Party failed to establish a case on merit justifying the relief sought for in the instant Industrial Dispute. Eventually his Claim Petition fails and the same is liable to be dismissed. With this view Points No. 1 to 3 are answered accordingly.

21. **POINT NO. 4:** In view of the above discussion, the I party is held as not entitled for any relief.

22. In the result, the following Award is passed

AWARD

The Claim Petition is Dismissed. No order as to cost.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 17.07.2025)

K P INDIRA, Presiding Officer

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1487.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एलआईसी ऑफ़ इंडिया** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री हरीशा ए डी** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स न.-62/2018)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-115]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1487.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 62/2018)** of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **LIC of India** and **Shri Harisha A D** which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. Z-16025/04/2025-IR(M)-115]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIUBNAL-CUM-LABOUR COURT

"Shram Sadan",

G G Palya, Tumkur Road,

Yeswanthpur, Bangalore – 560 022.

DATED : 17th JULY 2025

PRESENT : **SMT. K P INDIRA**

Presiding Officer

I D No. 62/2018

I Party	**II Party**
Shri Harisha A D, S/o Siddappa, P O Nanditavare, Tal : Harihara – 577 601, Dist : Davanagere	The Senior Divisional Manager, LIC of India, Divisional Office, 100th Feet Road, Gopalagowda Road, SHIVAMOGGA - 577 205.

Appearances

I Party : **Shri M Rama Rao**

Authorized Representative

II Party : **Shri Rajesh Shetty**

Advocate

1. This is a Petition filed under Section 2A of the ID act. The claim set forth by the 1st party workman is that he was appointed as an Assistant by the 2nd Party in a clear vacancy of Office Assistant w.e.f. 02.04.2012 by obtaining an Application and he has attended the interview conducted by the II Party; he was also assured with regularization of his services for the services rendered by him and that he was doing the duties of regular staff; that he was not paid with minimum scales as applicable to the Assistants and took work for more than eight hours per day without paying him overtime wages; inspite of repeated requests to absorb him to the permanent post he was deprived with the benefits of the permanent employees; that he was not provided with Provident Fund, Bonus Benefits though other employees were extended with the same; that he was suddenly retrenched from the services of the II Party orally from 16.12.2017 in the morning hours by the Branch Manager without notice, without payment of notice pay / retrenchment compensation though there were no allegations against him. He was retrenched from the services without prior intimation or paying him retrenchment compensation and without following due process of law and that the II Party has retrenched more than 20 workmen without filing approval application seeking permission from the appropriate Government to retrench their services as mandated under Section 25N of the Act; that due to the retrenchment he is facing irreparable hardship, agony and unable to run his family and that he does not know any other work than the Assistant job; that the II Party has employed fresh entrants in his place and the nature of work done by him is perennial in nature and taking the new entrants is illegal and malafide; that he raised an industrial dispute since no settlement was arrived he preferred to file the present petition requesting this Tribunal to declare the retrenchment of service by the II Party as not in accordance with the provisions of ID Act; reinstate

him into service with full back wages and other benefits, regularization with continuity of service and ancillary benefits from the date of his appointment 02.04.2012 with cost.

2. The 2nd Party in their Counter Statement rebutted the Claim Statement stating that all the averments made are false; that LIC of India (Staff) Regulations, 1960 are not applicable to the temporary employees appointed by the II Party; that the I Party is put to strict proof of the above averments; that he was doing some unspecified job on daily wages on need basis and that they were paying wages as per the notification issued by the Government of Karnataka from time to time and therefore the question of extending Provident Fund Benefits does not arise. As the specified job was completed, his services were disengaged as per law and the question of issuing notice, retrenchment compensation or notice pay does not arise and that the II Party has not contravened the provisions of ID Act and the question of reinstatement with the back wages and other benefits does not arise. The Respondent has prayed for dismissal of the Petition with cost.

3. On the rival pleadings the following points arise for consideration:

"01. Whether the I Party has succeeded in proving that he was appointed by the II Party as Assistant on temporary basis in a clear vacancy as contended?

02. Whether the disengagement of the I Party from job by the II Party is illegal as contended by the I Party?

03. Whether the I Party is entitled for the reliefs prayed for?

04. What is the proper order to be passed?"

4. The I party has got examined himself as WW 1 and Ex W-1 to Ex W-11 are got marked. From the side of the II Party MW 1 is examined and Ex M-1 is marked.

5. Heard the arguments advanced by both sides. Written notes of Arguments are also submitted by both sides.

6. **POINTS NO. 1 TO 3** : Since the matter to be considered and adjudicated on these points are intertwined and interwoven, all these points are discussed together.

7. The I Party WW 1 claimed himself as a temporary employee / Assistant in Class III Category in a clear vacancy of Office Assistant under the II Party LIC of India since 02.04.2012 at its Harihara Branch and continued to work for Six years till 16.12.2017. His case is that he has put in an application before the II Party and he was interviewed by the officials of the LIC at the Branch Office. According to him he was appointed with an assurance of regularization of his service within a few years coupled with the benefits applicable to permanent Assistants. The above claim of the I Party is stoutly denied by the II Party on the precincts that the I Party was engaged by the LIC purely on daily wages to perform some unspecified jobs and he has been paid daily wage for the days of his engagement. Such payment according to the II Party has never been meant as "**SALARY**".

8. Among the documents produced and proved by WW 1, there is nothing indicting him to have been called for an interview for the post of Office Assistant. He did not produce copy of application said to have been submitted by him before the II Party to the said post. Though he claimed that the II Party did publish notification calling for applications on their notice board, he could not specify the date of notification or its exhibition on the notice board. He was not issued with any appointment letter by the II Party. On meticulous cross-examination he testified that he was appointed on temporary basis as daily wager. He was given wages for the period he served in the II Party. Ex W-1 series are five vouchers produced by the I Party to prove the payments received by him from the II Party LIC. The vouchers reflect the wages received by the I Party and similarly placed other workers. Those vouchers would never improve his case, much less it substantiates his contention that he was appointed in a clear vacancy by undergoing regular recruitment process. Those vouchers would never indicate continuous and uninterrupted service of the I Party under the II Party for Six years as contended by him.

9. MW 1 the Divisional Manager of the II Party specifically deposed that there is no particular notification for LIC separately for daily wage employees and such daily wagers were engaged based on need and requirements and there is no prescribed recruitment procedure for engaging them. Their wages were paid monthly in cash, debited from imprest Cash Account No. 111772. This fact stood revealed from Ex W-1 series vouchers. MW 1 reiterated that no order is issued to such persons for engaging them on daily wage. So without getting an appointment order from the management the I Party worker cannot qualify for himself to be entitled for permanency or rather regularization in the job. There is no basis for the so called assurance alleged to have been given by the II Party that he would be given permanency in service along with equivalent other benefits.

10. The purpose of production of Ex W-2 by the I Party, the confidential communication issued by the Regional Manager (P&IR) to all SDM under South Central Zones dated 25.11.2017 alerting the divisions to disengage all the daily wagers who are continued without any court case and calling for the number of daily wagers continuing by virtue of court cases pursuant to the decision of the competent authority is not profitably explained by the I Party. It is also not properly explained as to how the I Party / WW 1 happened to be in custody of Ex W-2, the

confidential communication addressed to the SDM by its higher-up. Anyhow Ex W-2 is not of any help to the I Party to establish his case.

11. Ex W-3 dated 25.12.2017 is the representation made by the I Party to the Senior Divisional Manager seeking regularization of his service being aggrieved by stoppage of his service w.e.f. 18.12.2017 stating the same as retrenchment. In Ex W-3 he grieved before the authority that he was pulled out from job without notice and without payment of notice pay / retrenchment compensation despite having no allegations against him.

12. On 27.12.2017 he took up the matter for conciliation before the Assistant Labour Commissioner (C), Hubli under Ex W-4. Ex W-5 is the reply submitted by the II Party before the ALC(C), Hubli, in response to the Ex W-4 representation. All along, the II Party has adopted a firm defence that the I Party was engaged only as a daily wager on need basis due to office exigencies and he was neither recruited not given any appointment letter by any authority. His engagement was purely on daily wages for carrying out work on peace meal basis depending upon the needs of the office and not as a temporary employee. His pay of wages was as per the Government of Karnataka Gazette Notification revised from time to time. MW 1 during his evidence precisely testified that since the I Party was paid wages counting the number of days he worked, no deduction was made from his wage towards Provident Fund and payment of bonus to him also did not arise for consideration. The circumstances explained by MW 1 substantiates the contention raised by the II Party that the I Party was engaged only as a daily wager without there being any assurance of permanency of service and such alleged assurance being out of place.

13. Ex W-6 is the application filed by the I Party before the ALC(C) calling for documents from the II party during the conciliation proceedings. As per Ex W-7 the Assistant Labour Commissioner(C) conducted Joint Discussion on 05.02.2018 notifying further joint discussion to another date. Ex W-8 is also a similar application filed by the I Party before the Conciliation Officer calling for some more documents from the II party during the conciliation proceedings. Ex W-9 is the letter issued by the ALC(C) to LEO for collection of photocopies of documents from various branches. Ex W-10 is the copy of notification to the post of Recruitment of Assistant published by the II Party on 17.09.2019. He did not prefer to put in an Application against such notification. He testified that he is not eligible to file application to the said post. Ex W-11 is the representation given by the I Party to the Chairman, LIC of India requesting to appoint her to the vacancy notified and if not, to keep vacant one post of Office Assistant till the instant case gets over.

None of the above documents produced and relied upon by the I Party renders any proof to the core point of controversy as to the status of employment at the time of his engagement under the II Party. Indeed, had it been an engagement as Daily Wager, he does not get entitled for any of the benefits sought in the Petition. The II Party Management to buttress its contention that the I Party was simply disengaged as there existed no further requirement of his service and he has not been a temporary employee capable of claiming any of the benefits sought for, relied upon various judicial pronouncements of the Hon'ble Apex Court. At the threshold it has to be observed that the I Party failed in showing any Rule, Law or Regulation nor any administrative order on the basis of which he claims reinstatement and regularization with continuity of Service and other monetory benefits. In order to high light the said aspect the II Party has relied upon the Hon'ble Supreme Court in **Subedar Singh and others vs. District Judge, Mirzapur and another 2001 1 SCC 37**.

15. It is contextually significant to follow the dictum laid down by the Hon'ble Apex Court in **State of Haryana vs. Jasmer Singh (1996 (11) SCC 77)** which reads :

> **"The respondents, therefore in the present appeals who are employed on daily wages cannot be treated as on a par with persons in regular service of the State of Haryana holding similar posts. Daily-rated workers are not required to possess the qualifications prescribed for regular workers, nor do they have to fulfil the requirement relating to age at the time of recruitment. They are not selected in the manner in which regular employees are selected. In other words the requirements for selection are not as rigorous. There are also other provisions relating to regular service such as the liability of a member of the service to be transferred, and his being subject to the disciplinary jurisdiction of the authorities as prescribed, which the daily-rated workmen are not subjected to. They cannot, therefore, be equated with regular workmen for the purposes for their wages. Nor can they claim the minimum of the regular pay-scale of the regularly employed"**

Referring to the said legal position the Hon'ble Apex Court in **State of Haryana and another vs. Tilak Raj and others (2003 (6) SCC 123)** held that a scale of pay is attached to a definite post and in case of a daily wager, he holds no posts. The I Party neither in his pleadings nor in evidence has made out the particular works he performed under the II Party, much less any material is placed by him as to the nature of the duties for which he was engaged by the II Party. The contention of the II Party in its Statement of Objection that the engagement of the I Party was for meeting the office exigencies to attend some unspecified jobs on payment of daily wage for the work performed is thus well founded.

16. In **Mohammed Ashif and others vs. State of Bihar and others (2010 (5) SCC 475)**, the Hon'ble Supreme Court held that the question of regularization of services of an Employee may arise only in situations where against

an available clear vacancy an appointment is made on adhoc or on-daily wage basis by an authority competent to do so without any artificial break in service. The second situation in which the regularization could be granted is held to be where the initial entry of the employee against an available vacancy was found suffering from some flaws in the procedure in making the appointment though the person appointing was competent to make such initial recruitment and had otherwise followed the procedure prescribed for such recruitment. It is equally held that *"the all-important condition precedent for such regularization is that the initial entry of such employee must be made against the Sanctioned vacancy and by following the Rules and Regulations governing such entry*".

17. Similarly the constitution bench of the Hon'ble Apex Court in **State of Karnataka vs. Uma Devi (2006 (4) SCC 1)** held that *"If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued. Similarly, a temporary employee could not claim to be made permanent on the expiry of his term of appointment. It has also to be clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules. It is not open to the court to prevent regular recruitment at the instance of temporary employees whose period of employment has come to an end or of ad hoc employees who by the very nature of their appointment, do not acquire any right*." Here in the instant case the I party is claiming permanency and seeks for regularization mainly on the so called *"long duration of work"* (emphasis supplied) and not on any other valid ground. The dictum quoted above defeats his claim as it is bereft of valid support and devoid of merit.

18. Most of the rulings placed by the I party are not applicable to the facts of the case on hand. The Verdict of the Hon'ble High Court of Madras in **V Muthukumarasamy and others vs. The Chairman, LIC, Zonal Office dated 21.01.2007** also does not get any application in view of the fact involved in that case as the Petitioners therein were sponsored by the Employment Exchange and have been appointed on temporary basis from shortlisted candidates. As already observed, the I Party herein was not sponsored by Employment Exchange nor her engagement was in a clear vacancy by undergoing the Regular Recruitment process.

19. The I party further relied upon on the ruling of the Hon'ble High Court of Karnataka, Bengaluru in **R V Mohan Reddy vs. The Chairman, Karnataka Grameena Bank in WP No. 1944/2022 (L-RES) dated 10.02.2025** awarding 60% of Backwages to the Employee from the date of his termination reckoning the two decades of service he had under the management as a Peon on daily wage. As against that, the principle laid down by the Hon'ble Supreme Court in a plethora of rulings aforementioned consistently hold that the Casual Employment terminates when the same is discontinued, and merely because a temporary or casual worker has been engaged beyond the period of his employment, he would not be entitled to be absorbed into regular service or made permanent, if the original appointment was not in terms of the process envisaged by the relevant rules. So the legal position settled at rest by the Hon'ble Supreme Court disentitles the I party to put forth any claim of reinstatement, regularization, continuity of service or back wages with consequential benefits.

20. To sum up, the solitary materials viz., Ex W-1 seires indicate the payment made to the I Party in the year 2015 alone for the month of March and November and there is no valid material proving that his engagement was continuous in nature and hhe performed duties under the II Party continuously till the date of his disengagement so as to show that his tenure of service at a time was more than 240 days in a calendar year and his disengagement was in violation of the provisions of Section 25F of the ID Act. So on legal principle and on factual matrix the I Party failed to establish a case on merit justifying the relief sought for in the instant Industrial Dispute. Eventually his Claim Petition fails and the same is liable to be dismissed. With this view Points No. 1 to 3 are answered accordingly.

21. **POINT NO. 4:** In view of the above discussion, the I party is held as not entitled for any relief.

22. In the result, the following Award is passed

AWARD

The Claim Petition is Dismissed. No order as to cost.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 17.07.2025)

K P INDIRA, Presiding Officer

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1488.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एलआईसी ऑफ़ इंडिया** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री अभिलाष एस** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स न.-64/2018)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-116]
सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1488.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 64/2018)** of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **LIC of India** and **Shri Abhilash S** which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. Z-16025/04/2025-IR(M)-116]
SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIUBNAL-CUM-LABOUR COURT

"Shram Sadan",
G G Palya, Tumkur Road,
Yeswanthpur, Bangalore – 560 022.

DATED : 17th JULY 2025

PRESENT : **SMT. K P INDIRA**
Presiding Officer

I D No. 64/2018

I Party	**II Party**
Shri Abhilash S, S/o Shekharan M, CMC 26, Dhanabhagya Nilaya, Near Petrol Bunk, Old Bullapura, BHADRAVATHI - 577 301.	The Senior Divisional Manager, LIC of India, Divisional Office, 100th Feet Road, Gopalagowda Road, SHIVAMOGGA - 577 205.

Appearances

I Party : **Shri M Rama Rao**
Authorized Representative

II Party : **Shri Rajesh Shetty**
Advocate

1. This is a Petition filed under Section 2A of the ID act. The claim set forth by the 1st party workman is that he was appointed as an Assistant by the 2nd Party in a clear vacancy of Office Assistant w.e.f. 01.04.2013 by obtaining an Application and he has attended the interview conducted by the II Party; he was also assured with regularization of his services for the services rendered by him and that he was doing the duties of regular staff; that he was not paid with minimum scales as applicable to the Assistants and took work for more than eight hours per day without paying him overtime wages; inspite of repeated requests to absorb him to the permanent post he was deprived with the benefits of the permanent employees; that he was not provided with Provident Fund, Bonus

Benefits though other employees were extended with the same; that he was suddenly retrenched from the services of the II Party orally from 18.12.2017 in the morning hours by the Branch Manager without notice, without payment of notice pay / retrenchment compensation though there were no allegations against him. He was retrenched from the services without prior intimation or paying him retrenchment compensation and without following due process of law and that the II Party has retrenched more than 20 workmen without filing approval application seeking permission from the appropriate Government to retrench their services as mandated under Section 25N of the Act; that due to the retrenchment he is facing irreparable hardship, agony and unable to run his family and that he does not know any other work than the Assistant job; that the II Party has employed fresh entrants in his place and the nature of work done by him is perennial in nature and taking the new entrants is illegal and malafide; that he raised an industrial dispute since no settlement was arrived he preferred to file the present petition requesting this Tribunal to declare the retrenchment of service by the II Party as not in accordance with the provisions of ID Act; reinstate him into service with full back wages and other benefits, regularization with continuity of service and ancillary benefits from the date of his appointment 01.04.2013 with cost.

2. The 2nd Party in their Counter Statement rebutted the Claim Statement stating that all the averments made are false; that LIC of India (Staff) Regulations, 1960 are not applicable to the temporary employees appointed by the II Party; that the I Party is put to strict proof of the above averments; that he was doing some unspecified job on daily wages on need basis and that they were paying wages as per the notification issued by the Government of Karnataka from time to time and therefore the question of extending Provident Fund Benefits does not arise. As the specified job was completed, his services were disengaged as per law and the question of issuing notice, retrenchment compensation or notice pay does not arise and that the II Party has not contravened the provisions of ID Act and the question of reinstatement with the backwages and other benefits does not arise. The Respondent has prayed for dismissal of the Petition with cost.

3. On the rival pleadings the following points arise for consideration:

"01. Whether the I Party has succeeded in proving that he was appointed by the II Party as Assistant on temporary basis in a clear vacancy as contended?

02. Whether the disengagement of the I Party from job by the II Party is illegal as contended by the I Party?

03. Whether the I Party is entitled for the reliefs prayed for?

04. What is the proper order to be passed?"

4. The I party has got examined himself as WW 1 and Ex W-1 to Ex W-9 are got marked. From the side of the II Party MW 1 is examined and Ex M-1 is marked.

5. Heard the arguments advanced by both sides. Written notes of Arguments are also submitted by both sides.

6. **POINTS NO. 1 TO 3** : Since the matter to be considered and adjudicated on these points are intertwined and interwoven, all these points are discussed together.

7. The I Party WW 1 claimed himself as a temporary employee / Assistant in Class III Category in a clear vacancy of Office Assistant under the II Party LIC of India since 01.04.2013 at its Bhadravathi Branch and continued to work for Four years till 18.12.2017. His case is that he has put in an application before the II Party and he was interviewed by the officials of the LIC at the Branch Office. According to him he was appointed with an assurance of regularization of his service within a few years coupled with the benefits applicable to permanent Assistants. The above claim of the I Party is stoutly denied by the II Party on the precincts that the I Party was engaged by the LIC purely on daily wages to perform some unspecified jobs and he has been paid daily wage for the days of his engagement. Such payment according to the II Party has never been meant as "**SALARY**".

8. Among the documents produced and proved by WW 1, there is nothing indicting him to have been called for an interview for the post of Office Assistant. He did not produce copy of application said to have been submitted by him before the II Party to the said post. Though he claimed that the II Party did publish notification calling for applications on their notice board, he could not specify the date of notification or its exhibition on the notice board. He was not issued with any appointment letter by the II Party. On meticulous cross-examination he testified that he was appointed on temporary basis as daily wager. He was given wages for the period he served in the II Party. Ex W-1 series are two vouchers produced by the I Party to prove the payments received by him from the II Party LIC. The vouchers reflect the wages received by the I Party and similarly placed other workers. Those vouchers would never improve his case, much less it substantiates his contention that he was appointed in a clear vacancy by undergoing regular recruitment process. Those vouchers would never indicate continuous and uninterrupted service of the I Party under the II Party for Four years as contended by him.

9. MW 1 the Divisional Manager of the II Party specifically deposed that there is no particular notification for LIC separately for daily wage employees and such daily wagers were engaged based on need and requirements and there is no prescribed recruitment procedure for engaging them. Their wages were paid monthly in cash, debited

from imprest Cash Account No. 111772. This fact stood revealed from Ex W-1 series vouchers. MW 1 reiterated that no order is issued to such persons for engaging them on daily wage. So without getting an appointment order from the management the I Party worker cannot qualify for himself to be entitled for permanency or rather regularization in the job. There is no basis for the so called assurance alleged to have been given by the II Party that he would be given permanency in service along with equivalent other benefits.

10. The purpose of production of Ex W-2 by the I Party, the confidential communication issued by the Regional Manager (P&IR) to all SDM under South Central Zones dated 25.11.2017 alerting the divisions to disengage all the daily wagers who are continued without any court case and calling for the number of daily wagers continuing by virtue of court cases pursuant to the decision of the competent authority is not profitably explained by the I Party. It is also not properly explained as to how the I Party / WW 1 happened to be in custody of Ex W-2, the confidential communication addressed to the SDM by its higher-up. Anyhow Ex W-2 is not of any help to the I Party to establish his case.

11. Ex W-3 dated 25.12.2017 is the representation made by the I Party to the Senior Divisional Manager seeking reinstatement and regularization of his service being aggrieved by stoppage of his service w.e.f. 18.12.2017 stating the same as retrenchment. In Ex W-3 he grieved before the authority that he was pulled out from job without notice and without payment of notice pay / retrenchment compensation despite having no allegations against him.

12. On 27.12.2017 he took up the matter for conciliation before the Assistant Labour Commissioner (C), Hubli under Ex W-4. Ex W-5 is the reply submitted by the II Party before the ALC(C), Hubli, in response to the Ex W-4 representation. Ex W-5 is the reply submitted by the II Party before the ALC(C), Hubli, in response to the Ex W-4 representation. All along, the II Party has adopted a firm defence that the I Party was engaged only as a daily wager on need basis due to office exigencies and he was neither recruited not given any appointment letter by any authority. His engagement was purely on daily wages for carrying out work on peace meal basis depending upon the needs of the office and not as a temporary employee. His pay of wages was as per the Government of Karnataka Gazette Notification revised from time to time. MW 1 during his evidence precisely testified that since the I Party was paid wages counting the number of days he worked, no deduction was made from his wage towards Provident Fund and payment of bonus to him also did not arise for consideration. The circumstances explained by MW 1 substantiates the contention raised by the II Party that the I Party was engaged only as a daily wager without there being any assurance of permanency of service and such alleged assurance being out of place.

13. Ex W-6 is the application filed by the I Party before the ALC(C) calling for documents from the II party during the conciliation proceedings. As per Ex W-7 the Assistant Labour Commissioner(C) conducted Joint Discussion on 05.02.2018 notifying further joint discussion to another date. Ex W-8 is also a similar application filed by the I Party before the Conciliation Officer calling for some more documents from the II party during the conciliation proceedings. Ex W-9 is the letter issued by the ALC(C) to LEO for collection of photocopies of documents from various branches. He testified he had applied for the said post and he is not aware as to what developed there on.

14. None of the above documents produced and relied upon by the I Party renders any proof to the core point of controversy as to the status of employment at the time of his engagement under the II Party. Indeed, had it been an engagement as Daily Wager, he does not get entitled for any of the benefits sought in the Petition. The II Party Management to buttress its contention that the I Party was simply disengaged as there existed no further requirement of his service and he has not been a temporary employee capable of claiming any of the benefits sought for, relied upon various judicial pronouncements of the Hon'ble Apex Court. At the threshold it has to be observed that the I Party failed in showing any Rule, Law or Regulation nor any administrative order on the basis of which he claims reinstatement and regularization with continuity of Service and other monetory benefits. In order to high light the said aspect the II Party has relied upon the Hon'ble Supreme Court in **Subedar Singh and others vs. District Judge, Mirzapur and another 2001 1 SCC 37**.

15. It is contextually significant to follow the dictum laid down by the Hon'ble Apex Court in **State of Haryana vs. Jasmer Singh (1996 (11) SCC 77)** which reads :

> **"The respondents, therefore in the present appeals who are employed on daily wages cannot be treated as on a par with persons in regular service of the State of Haryana holding similar posts. Daily-rated workers are not required to possess the qualifications prescribed for regular workers, nor do they have to fulfil the requirement relating to age at the time of recruitment. They are not selected in the manner in which regular employees are selected. In other words the requirements for selection are not as rigorous. There are also other provisions relating to regular service such as the liability of a member of the service to be transferred, and his being subject to the disciplinary jurisdiction of the authorities as prescribed, which the daily-rated workmen are not subjected to. They cannot, therefore, be equated with regular workmen for the purposes for their wages. Nor can they claim the minimum of the regular pay-scale of the regularly employed"**

Referring to the said legal position the Hon'ble Apex Court in **State of Haryana and another vs. Tilak Raj and others (2003 (6) SCC 123)** held that a scale of pay is attached to a definite post and in case of a daily wager, he holds no posts. The I Party neither in his pleadings nor in evidence has made out the particular works he performed under the II Party, much less any material is placed by him as to the nature of the duties for which he was engaged by the II Party. The contention of the II Party in its Statement of Objection that the engagement of the I Party was for meeting the office exigencies to attend some unspecified jobs on payment of daily wage for the work performed is thus well founded.

16. In **Mohammed Ashif and others vs. State of Bihar and others (2010 (5) SCC 475)**, the Hon'ble Supreme Court held that the question of regularization of services of an Employee may arise only in situations where against an available clear vacancy an appointment is made on adhoc or on-daily wage basis by an authority competent to do so without any artificial break in service. The second situation in which the regularization could be granted is held to be where the initial entry of the employee against an available vacancy was found suffering from some flaws in the procedure in making the appointment though the person appointing was competent to make such initial recruitment and had otherwise followed the procedure prescribed for such recruitment. It is equally held that *"the all-important condition precedent for such regularization is that the initial entry of such employee must be made against the Sanctioned vacancy and by following the Rules and Regulations governing such entry*".

17. Similarly the constitution bench of the Hon'ble Apex Court in **State of Karnataka vs. Uma Devi (2006 (4) SCC 1)** held that *"If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued. Similarly, a temporary employee could not claim to be made permanent on the expiry of his term of appointment. It has also to be clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules. It is not open to the court to prevent regular recruitment at the instance of temporary employees whose period of employment has come to an end or of ad hoc employees who by the very nature of their appointment, do not acquire any right.*" Here in the instant case the I party is claiming permanency and seeks for regularization mainly on the so called *"long duration of work"* (emphasis supplied) and not on any other valid ground. The dictum quoted above defeats his claim as it is bereft of valid support and devoid of merit.

18. Most of the rulings placed by the I party are not applicable to the facts of the case on hand. The Verdict of the Hon'ble High Court of Madras in **V Muthukumarasamy and others vs. The Chairman, LIC, Zonal Office dated 21.01.2007** also does not get any application in view of the fact involved in that case as the Petitioners therein were sponsored by the Employment Exchange and have been appointed on temporary basis from shortlisted candidates. As already observed, the I Party herein was not sponsored by Employment Exchange nor her engagement was in a clear vacancy by undergoing the Regular Recruitment process.

19. The I party further relied upon on the ruling of the Hon'ble High Court of Karnataka, Bengaluru in **R V Mohan Reddy vs. The Chairman, Karnataka Grameena Bank in WP No. 1944/2022 (L-RES) dated 10.02.2025** awarding 60% of Backwages to the Employee from the date of his termination reckoning the two decades of service he had under the management as a Peon on daily wage. As against that, the principle laid down by the Hon'ble Supreme Court in a plethora of rulings aforementioned consistently hold that the Casual Employment terminates when the same is discontinued, and merely because a temporary or casual worker has been engaged beyond the period of his employment, he would not be entitled to be absorbed into regular service or made permanent, if the original appointment was not in terms of the process envisaged by the relevant rules. So the legal position settled at rest by the Hon'ble Supreme Court disentitles the I party to put forth any claim of reinstatement, regularization, continuity of service or back wages with consequential benefits.

20. To sum up, the solitary materials viz., Ex W-1 seires indicate the payment made to the I Party in the year 2015 alone for the month of March and November and there is no valid material proving that his engagement was continuous in nature and hhe performed duties under the II Party continuously till the date of his disengagement so as to show that his tenure of service at a time was more than 240 days in a calendar year and his disengagement was in violation of the provisions of Section 25F of the ID Act. So on legal principle and on factual matrix the I Party failed to establish a case on merit justifying the relief sought for in the instant Industrial Dispute. Eventually his Claim Petition fails and the same is liable to be dismissed. With this view Points No. 1 to 3 are answered accordingly.

21. **POINT NO. 4:** In view of the above discussion, the I party is held as not entitled for any relief.

22. In the result, the following Award is passed

A W A R D

The Claim Petition is Dismissed. No order as to cost.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 17.07.2025)

K P INDIRA, Presiding Officer

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1489.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स हैवी इंजीनियरिंग कॉपोरेशन; मेसर्स समानता एंड कंपनी लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **भिलाई श्रमिक सभा** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.-106/2015)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025 को प्राप्त हुआ था।

[सं. एल-26011/28/2015-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1489.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 106/2015)** of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Heavy Engineering Corporation; M/s Samanta & Co. Ltd.** and **Bhilai Shramik Sabha** which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. L- 26011/28/2015-IR(M)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/106/2015

Present: P.K.Srivastava

H.J.S..(Retd)

The Chief Secretary,

Bhilai Shramik Sabha, Bhilai Block No. 10/2,

Street – 15/B, Central Avenue-24 Unit, Sector-2,

Bhilai Nagar, Distt. – Durg (CG)

Workman

Vs

1. **M/s Heavy Engineering Corporation,**
   Plant Plaza Road, Dhurwa,
   Distt. – Ranchi (Jharkhand)
2. **M/s Samanta & Co. Ltd., Sub Contractor**
   of M/s HEC Ltd., Plot No. 419/2, House No.1,
   Street No.1, Kanchapuram Complex,
   Risali Bhilai, Distt. Durg (CG)

Management

(JUDGMENT)

(Passed on this 01st day of July - 2025)

As per letter dated 02/11/2015 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act')as per Notification **No. L-26011/28/2015-(IR(M))** dt. 02/11/2015. The dispute under reference relates to:

"Whether the action of M/s Samanta & Company, Sub Contractor of M/s Heavy Engineering in removing Shri Girdhar and 167 other without giving notice and retrenchment benefit is justified? If so, what relief to Shri Girdhar and 167 others workmen entitled to?"

According to the Workman Union, their Registration No. is 2764 and the Workman Girdhari with 167 others mentioned in the list attached are members of the Union. They have been regularly working since 2008 in the Overhandling Plant and Coal Handling Plant of Bhilai Steel Cement under the contracts. The HEC plant is the main contractor and M/s Samanta and Company is the sub-contractor. When the Workman Union raised the issue of none payment of wages of the Workman engaged by the sub-contractor M/s Samanta and Company, they illegally terminated these workman without any notice or compensation. The Union raised dispute in this respect which could not be conciliated, hence, reference was sent to this Tribunal by the appropriate Government.

According to the Workmen Union, the termination of services of these workmen without notice or compensation and without approval of the Competent Authority is in violation of Section 25(F), 25(G), 25(H) and 25(N) of the Act. Hence, is unjust, illegal and arbitrary. These workmen have been continuously working since 2008 till the date of termination of their services by M/s Samanta & Company. The Workmen Union has requested that holding the action of Management illegal, these Workmen be held entitled to be reinstated with all back-wages and benefits.

In their written statement of defense, filed by M/s Samanta & Company, they have taken a case that **firstly,** the dispute is not maintainable because the Workmen Union directly approached the Labour Commissioner before approaching the Management with respect to their grievances. It is further the case of contesting Management that, they were working on a project and execution of the workers allotted to them as contractors was dependant on fulfilling of drawing, site plant and raw material etc. there is continuity of work, hence, though the workmen might have worked in the projects in different spell of time but none of them worked continuously with the Management as claimed by them. The management further submitted that they have deposited the PF dues of these Workmen and have also denied that these Workmen were terminated from job. Rather they themselves left the job in different spell of time between 2009 to 2014. Hence, according to Management, their action is not in violation of the Act. The Management has requested that the reference be answered against the Workmen Union.

In evidence, the Workmen Union has filed a bunch of Photocopy documents, but they have been not proved it. None of the parties have produce any evidence in form of affidavit or proved documents.

On the argument stage also, none was present from the side of Workmen Union, argument of Shri Rakesh Shrivastava Learned Counsel for Management of M/s Samanta & Company were heard. No written arguments have been field by any of the parties. I have gone through the record also.

From perusal of record in the light of arguments, the reference itself is the issue for determination.

It is the case of the Workmen Union, that they have worked continuously with Management of M/s Samanta and Company since 2008 till date of their disengagement and have completed more than 240 days in employment in every year including the year preceding the date of their disengagement. This allegation has been denied by Management. Hence, the burden to prove this fact of continuous employment is on the Workmen Union in which they have been failed, because they neither proved any document nor have examine any witness, hence holding the continuous engagement of the Workmen with the Management as alleged by Workmen Union not proved, it is held that, the action of termination of services of these Workmen is not in violation of the Act.

In the light of above discussion and findings, the reference deserves to be answered against the Workmen Union and is answered accordingly.

No order as to cost.

DATE:- 01/07/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1490.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एलआईसी ऑफ़ इंडिया** के प्रबंधतंत्र के संबद्ध नियोजकों और **कुमारी सविता जी आर** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स न.-16/2018)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-118]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1490.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 16/2018)** of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **LIC of India** and **Kum. Savita G R** which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. Z-16025/04/2025-IR(M)-118]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIUBNAL-CUM-LABOUR COURT

"Shram Sadan",

G G Palya, Tumkur Road,

Yeswanthpur, Bangalore – 560 022.

DATED : 17th JULY 2025

PRESENT : **SMT. K P INDIRA**

Presiding Officer

I D No. 16/2018

I Party	**II Party**
Kum. Savita G R, D/o G Raja Rao, D No. 991/12, Bhagath Singh Nagara, Behind KSRTC, DAVANGERE – 577 002.	The Senior Divisional Manager, LIC of India, Divisional Office, 100th Feet Road, Gopalagowda Road, SHIVAMOGGA - 577 205.

Appearances

I Party : **Shri M Rama Rao**

Authorized Representative

II Party : **Shri Vijayendra D Joshi**

Advocate

1. This is a Petition filed under Section 2A of the ID act. The claim set forth by the 1st party workman is that she was appointed as an Assistant by the 2nd Party in a clear vacancy of Office Assistant w.e.f. 27.07.2010 by obtaining an Application and she has attended the interview conducted by the II Party; ; she was also assured with regularization of her services for the services rendered by her and that she was doing the duties of regular staff; that she was not paid with minimum scales as applicable to the Assistants and took work for more than eight hours per day without paying her overtime wages; inspite of repeated requests to absorb her to the permanent post she was deprived with the benefits of the permanent employees; that she was not provided with Provident Fund, Bonus Benefits though other employees were extended with the same; that she was suddenly retrenched from the services of the II Party orally from 16.12.2017 in the morning hours by the Branch Manager without notice, without payment of notice pay / retrenchment compensation though there were no allegations against her. She was retrenched from the services without prior intimation or paying her retrenchment compensation and without following due process of law and that the II Party has retrenched more than 20 workmen without filing approval application seeking permission from the appropriate Government to retrench their services as mandated under Section 25N of the Act; that due to the retrenchment she is facing irreparable hardship, agony and unable to run her family and that she does not know any other work than the Assistant job; that the II Party has employed fresh entrants in her place and the nature of work done by her is perennial in nature and taking the new entrants is illegal and malafide; that she raised an industrial dispute since no settlement was arrived she preferred to file the present petition requesting this Tribunal to declare the retrenchment of service by the II Party as not in accordance with the provisions of ID Act; reinstate her into service with full back wages and other benefits, regularization with continuity of service and ancillary benefits from the date of her appointment 27.07.2010 with cost.

2. The 2nd Party in their Counter Statement rebutted the Claim Statement stating that all the averments made are false; that LIC of India (Staff) Regulations, 1960 are not applicable to the temporary employees appointed by the II Party; that the I Party is put to strict proof of the above averments; that she was doing some unspecified job on daily wages on need basis and that they were paying wages as per the notification issued by the Government of Karnataka from time to time and therefore the question of extending Provident Fund Benefits does not arise. As the specified job was completed, her services were disengaged as per law and the question of issuing notice, retrenchment compensation or notice pay does not arise and that the II Party has not contravened the provisions of ID Act and the question of reinstatement with the backwages and other benefits does not arise. The Respondent has prayed for dismissal of the Petition with cost.

3. On the rival pleadings the following points arise for consideration:

"01. Whether the I Party has succeeded in proving that she was appointed by the II Party as Assistant on temporary basis in a clear vacancy as contended?

02. Whether the disengagement of the I Party from job by the II Party is illegal as contended by the I Party?

03. Whether the I Party is entitled for the reliefs prayed for?

04. What is the proper order to be passed?"

4. The I party has got examined herself as WW 1 and Ex W-1 to Ex W-11 are got marked. From the side of the II Party MW 1 is examined and Ex M-1 is marked.

5. Heard the arguments advanced by both sides. Written notes of Arguments are also submitted by both sides.

6. **POINTS NO. 1 TO 3** : Since the matter to be considered and adjudicated on these points are intertwined and interwoven, all these points are discussed together.

7. The I Party WW 1 claimed herself as a temporary employee / Assistant in Class III Category in a clear vacancy of Office Assistant under the II Party LIC of India since 27.07.2010 at its Davanagere II Branch and continued to work for Eight years till 27.07.2010. Her case is that she has put in an application before the II Party and she was interviewed by the officials of the LIC at the Branch Office. According to her she was appointed with an assurance of regularization of her service within a few years coupled with the benefits applicable to permanent Assistants. The above claim of the I Party is stoutly denied by the II Party on the precincts that the I Party was engaged by the LIC purely on daily wages to perform some unspecified jobs and she has been paid daily wage for the days of her engagement. Such payment according to the II Party has never been meant as "**SALARY**".

8. Among the documents produced and proved by WW 1, there is nothing indicting her to have been called for an interview for the post of Office Assistant. She did not produce copy of application said to have been submitted by her before the II Party to the said post. Though she claimed that the II Party did publish notification calling for applications on their notice board, she could not specify the date of notification or its exhibition on the notice board. She was not issued with any appointment letter by the II Party. On meticulous cross-examination she testified that she was appointed on temporary basis as daily wager. She was given wages for the period she served in the II Party. Ex W-1 series are the Eight vouchers produced by the I Party to prove the payments received by her from the II Party LIC. The vouchers reflect the wages received by the I Party and similarly placed other workers. Those vouchers would never improve her case, much less it substantiates her contention that she was appointed in a clear vacancy by undergoing regular recruitment process. Those vouchers would never indicate continuous and uninterrupted service of the I Party under the II Party for Eight years as contended by her.

9. MW 1 the Divisional Manager of the II Party specifically deposed that there is no particular notification for LIC separately for daily wage employees and such daily wagers were engaged based on need and requirements and there is no prescribed recruitment procedure for engaging them. Their wages were paid monthly in cash, debited from imprest Cash Account No. 111772. This fact stood revealed from Ex W-1 series vouchers. MW 1 reiterated that no order is issued to such persons for engaging them on daily wage. So without getting an appointment order from the management the I Party worker cannot qualify for herself to be entitled for permanency or rather regularization in the job. There is no basis for the so called assurance alleged to have been given by the II Party that she would be given permanency in service along with equivalent other benefits.

10. The purpose of production of Ex W-2 by the I Party, the confidential communication issued by the Regional Manager (P&IR) to all SDM under South Central Zones dated 25.11.2017 alerting the divisions to disengage all the daily wagers who are continued without any court case and calling for the number of daily wagers continuing by virtue of court cases pursuant to the decision of the competent authority is not profitably explained by the I Party. It is also not properly explained as to how the I Party / WW 1 happened to be in custody of Ex W-2, the confidential communication addressed to the SDM by its higher-up. Anyhow Ex W-2 is not of any help to the I Party to establish her case.

11. Ex W-3 dated 25.12.2017 is the representation made by the I Party to the Senior Divisional Manager seeking regularization of her service being aggrieved by stoppage of her service w.e.f. 27.07.2010 stating the same as retrenchment. In Ex W-3 she grieved before the authority that she was pulled out from job without notice and without payment of notice pay / retrenchment compensation despite having no allegations against her.

12. On 27.12.2017 she took up the matter for conciliation before the Assistant Labour Commissioner (C), Hubli under Ex W-4. Ex W-5 is the reply submitted by the II Party before the ALC(C), Hubli, in response to the Ex W-4 representation. All along, the II Party has adopted a firm defence that the I Party was engaged only as a daily wager on need basis due to office exigencies and she was neither recruited not given any appointment letter by any authority. Her engagement was purely on daily wages for carrying out work on peace meal basis depending upon the needs of the office and not as a temporary employee. Her pay of wages was as per the Government of Karnataka Gazette Notification revised from time to time. MW 1 during her evidence precisely testified that since the I Party was paid wages counting the number of days she worked, no deduction was made from her wage towards Provident Fund and payment of bonus to her also did not arise for consideration. The circumstances explained by MW 1 substantiates the contention raised by the II Party that the I Party was engaged only as a daily wager without there being any assurance of permanency of service and such alleged assurance being out of place.

13. Ex W-6 is the application filed by the I Party before the ALC(C) calling for documents from the II party during the conciliation proceedings. As per Ex W-7 the Assistant Labour Commissioner(C) conducted Joint Discussion on 05.02.2018 notifying further joint discussion to another date. Ex W-8 is also a similar application filed by the I Party before the Conciliation Officer calling for some more documents from the II party during the conciliation proceedings. Ex W-9 is the letter issued by the ALC(C) to LEO for collection of photocopies of documents from various branches. Ex W-10 is the copy of notification to the post of Recruitment of Assistant published by the II Party on 17.09.2019. She did not prefer to put in an Application against such notification. She testified that she is not eligible to file application to the said post. Ex W-11 is the representation given by the I Party to the Chairman, LIC of India requesting to appoint her to the vacancy notified and if not, to keep vacant one post of Office Assistant till the instant case gets over.

. None of the above documents produced and relied upon by the I Party renders any proof to the core point of controversy as to the status of employment at the time of her engagement under the II Party. Indeed, had it been an engagement as Daily Wager, she does not get entitled for any of the benefits sought in the Petition. The II Party Management to buttress its contention that the I Party was simply disengaged as there existed no further requirement of her service and she has not been a temporary employee capable of claiming any of the benefits sought for, relied upon various judicial pronouncements of the Hon'ble Apex Court. At the threshold it has to be observed that the I Party failed in showing any Rule, Law or Regulation nor any administrative order on the basis of which she claims reinstatement and regularization with continuity of Service and other monetory benefits. In order to high light the said aspect the II Party has relied upon the Hon'ble Supreme Court in **Subedar Singh and others vs. District Judge, Mirzapur and another 2001 1 SCC 37**.

15. It is contextually significant to follow the dictum laid down by the Hon'ble Apex Court in **State of Haryana vs. Jasmer Singh (1996 (11) SCC 77)** which reads :

> **"The respondents, therefore in the present appeals who are employed on daily wages cannot be treated as on a par with persons in regular service of the State of Haryana holding similar posts. Daily-rated workers are not required to possess the qualifications prescribed for regular workers, nor do they have to fulfil the requirement relating to age at the time of recruitment. They are not selected in the manner in which regular employees are selected. In other words the requirements for selection are not as rigorous. There are also other provisions relating to regular service such as the liability of a member of the service to be transferred, and his being subject to the disciplinary jurisdiction of the authorities as prescribed, which the daily-rated workmen are not subjected to. They cannot, therefore, be equated with regular workmen for the purposes for their wages. Nor can they claim the minimum of the regular pay-scale of the regularly employed"**

Referring to the said legal position the Hon'ble Apex Court in **State of Haryana and another vs. Tilak Raj and others (2003 (6) SCC 123)** held that a scale of pay is attached to a definite post and in case of a daily wager, he holds no posts. The I Party neither in her pleadings nor in evidence has made out the particular works she performed under the II Party, much less any material is placed by her as to the nature of the duties for which she was engaged by the II Party. The contention of the II Party in its Statement of Objection that the engagement of the I Party was for meeting the office exigencies to attend some unspecified jobs on payment of daily wage for the work performed is thus well founded.

16. In **Mohammed Ashif and others vs. State of Bihar and others (2010 (5) SCC 475)**, the Hon'ble Supreme Court held that the question of regularization of services of an Employee may arise only in situations where against an available clear vacancy an appointment is made on adhoc or on-daily wage basis by an authority competent to do so without any artificial break in service. The second situation in which the regularization could be granted is held to be where the initial entry of the employee against an available vacancy was found suffering from some flaws in

the procedure in making the appointment though the person appointing was competent to make such initial recruitment and had otherwise followed the procedure prescribed for such recruitment. It is equally held that *"the all-important condition precedent for such regularization is that the initial entry of such employee must be made against the Sanctioned vacancy and by following the Rules and Regulations governing such entry*".

17. Similarly the constitution bench of the Hon'ble Apex Court in **State of Karnataka vs. Uma Devi (2006 (4) SCC 1)** held that *"If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued. Similarly, a temporary employee could not claim to be made permanent on the expiry of his term of appointment. It has also to be clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules. It is not open to the court to prevent regular recruitment at the instance of temporary employees whose period of employment has come to an end or of ad hoc employees who by the very nature of their appointment, do not acquire any right*." Here in the instant case the I party is claiming permanency and seeks for regularization mainly on the so called *"long duration of work"* (emphasis supplied) and not on any other valid ground. The dictum quoted above defeats her claim as it is bereft of valid support and devoid of merit.

18. Most of the rulings placed by the I party are not applicable to the facts of the case on hand. The Verdict of the Hon'ble High Court of Madras in **V Muthukumarasamy and others vs. The Chairman, LIC, Zonal Office dated 21.01.2007** also does not get any application in view of the fact involved in that case as the Petitioners therein were sponsored by the Employment Exchange and have been appointed on temporary basis from shortlisted candidates. As already observed, the I Party herein was not sponsored by Employment Exchange nor her engagement was in a clear vacancy by undergoing the Regular Recruitment process.

19. The I party further relied upon on the ruling of the Hon'ble High Court of Karnataka, Bengaluru in **R V Mohan Reddy vs. The Chairman, Karnataka Grameena Bank in WP No. 1944/2022 (L-RES) dated 10.02.2025** awarding 60% of Backwages to the Employee from the date of his termination reckoning the two decades of service he had under the management as a Peon on daily wage. As against that, the principle laid down by the Hon'ble Supreme Court in a plethora of rulings aforementioned consistently hold that the Casual Employment terminates when the same is discontinued, and merely because a temporary or casual worker has been engaged beyond the period of his employment, he would not be entitled to be absorbed into regular service or made permanent, if the original appointment was not in terms of the process envisaged by the relevant rules. So the legal position settled at rest by the Hon'ble Supreme Court disentitles the I party to put forth any claim of reinstatement, regularization, continuity of service or back wages with consequential benefits.

20. To sum up, the solitary materials viz., Ex W-1 vouchers show only pay for a single month in the respective years and there is no valid material proving that her engagement was continuous in nature and she performed duties under the II Party continuously till the date of her disengagement so as to show that her tenure of service at a time was more than 240 days in a calendar year and her disengagement was in violation of the provisions of Section 25F of the ID Act. So on legal principle and on factual matrix the I Party failed to establish a case on merit justifying the relief sought for in the instant Industrial Dispute. Eventually her Claim Petition fails and the same is liable to be dismissed. With this view Points No. 1 to 3 are answered accordingly.

21. **POINT NO. 4:** In view of the above discussion, the I party is held as not entitled for any relief.

22. In the result, the following Award is passed

AWARD

The Claim Petition is Dismissed. No order as to cost.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 17.07.2025)

K P INDIRA, Presiding Officer

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1491.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एलआईसी ऑफ़ इंडिया** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्रीमती शिरागुप्पी गिरिजा** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स न.-17/2018)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-119]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1491.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 17/2018)** of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **LIC of India** and **Smt. Shiraguppi Girija** which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. Z-16025/04/2025-IR(M)-119]
SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIUBNAL-CUM-LABOUR COURT

"Shram Sadan",
G G Palya, Tumkur Road,
Yeswanthpur, Bangalore – 560 022.

DATED : 17th JULY 2025
PRESENT : **SMT. K P INDIRA**
Presiding Officer

I D No. 17/2018

I Party
Smt. Shiraguppi Girija,
W/o Veeresh, S A Ravindranath Nagara,
Lokikere Road, Industrial Area,
DAVANGERE – 577 005.

II Party
The Senior Divisional Manager,
LIC of India, Divisional Office,
100th Feet Road,
Gopalagowda Road,
SHIVAMOGGA - 577 205.

Appearances

I Party : **Shri M Rama Rao**
Authorized Representative

II Party : **Shri Vijayendra D Joshi**
Advocate

1. This is a Petition filed under Section 2A of the ID act. The claim set forth by the 1st party workman is that she was appointed as an Assistant by the 2nd Party in a clear vacancy of Office Assistant w.e.f. 23.08.2009 by obtaining an Application and she has attended the interview conducted by the II Party; she was also assured with regularization of her services for the services rendered by her and that she was doing the duties of regular staff; that she was not paid with minimum scales as applicable to the Assistants and took work for more than eight hours per day without paying her overtime wages; inspite of repeated requests to absorb her to the permanent post she was deprived with the benefits of the permanent employees; that she was not provided with Provident Fund, Bonus Benefits though other employees were extended with the same; that she was suddenly retrenched from the services of the II Party orally from 16.12.2017 in the morning hours by the Branch Manager without notice, without payment of notice pay / retrenchment compensation though there were no allegations against her. She was retrenched from the services without prior intimation or paying her retrenchment compensation and without following due process of law and that the II Party has retrenched more than 20 workmen without filing approval application seeking permission from the appropriate Government to retrench their services as mandated under Section 25N of the Act; that due to the retrenchment she is facing irreparable hardship, agony and unable to run her family and that she does not know any other work than the Assistant job; that the II Party has employed fresh entrants in her place and the nature of work done by her is perennial in nature and taking the new entrants is illegal and malafide; that she raised an industrial dispute since no settlement was arrived she preferred to file the present petition requesting this Tribunal to declare the retrenchment of service by the II Party as not in accordance with the provisions of ID Act; reinstate her into service with full back wages and other benefits, regularization with continuity of service and ancillary benefits from the date of her appointment 23.08.2009 with cost.

2. The 2nd Party in their Counter Statement rebutted the Claim Statement stating that all the averments made are false; that LIC of India (Staff) Regulations, 1960 are not applicable to the temporary employees appointed by the II Party; that the I Party is put to strict proof of the above averments; that she was doing some unspecified job on daily wages on need basis and that they were paying wages as per the notification issued by the Government of Karnataka from time to time and therefore the question of extending Provident Fund Benefits does not arise. As the specified job was completed, her services were disengaged as per law and the question of issuing notice, retrenchment compensation or notice pay does not arise and that the II Party has not contravened the provisions of

ID Act and the question of reinstatement with the backwages and other benefits does not arise. The Respondent has prayed for dismissal of the Petition with cost.

3. On the rival pleadings the following points arise for consideration:

"01. Whether the I Party has succeeded in proving that she was appointed by the II Party as Assistant on temporary basis in a clear vacancy as contended?

02. Whether the disengagement of the I Party from job by the II Party is illegal as contended by the I Party?

03. Whether the I Party is entitled for the reliefs prayed for?

04. What is the proper order to be passed?"

4. The I party has got examined herself as WW 1 and Ex W-1 to Ex W-11 are got marked. From the side of the II Party MW 1 is examined and Ex M-1 is marked.

5. Heard the arguments advanced by both sides. Written notes of Arguments are also submitted by both sides.

6. **POINTS NO. 1 TO 3** : Since the matter to be considered and adjudicated on these points are intertwined and interwoven, all these points are discussed together.

7. The I Party WW 1 claimed herself as a temporary employee / Assistant in Class III Category in a clear vacancy of Office Assistant under the II Party LIC of India since 23.08.2009 at its Davanagere II Branch and continued to work for Nine years till 16.12.2017. Her case is that she has put in an application before the II Party and she was interviewed by the officials of the LIC at the Branch Office. According to her she was appointed with an assurance of regularization of her service within a few years coupled with the benefits applicable to permanent Assistants. The above claim of the I Party is stoutly denied by the II Party on the precincts that the I Party was engaged by the LIC purely on daily wages to perform some unspecified jobs and she has been paid daily wage for the days of her engagement. Such payment according to the II Party has never been meant as "**SALARY**".

8. Among the documents produced and proved by WW 1, there is nothing indicting her to have been called for an interview for the post of Office Assistant. She did not produce copy of application said to have been submitted by her before the II Party to the said post. Though she claimed that the II Party did publish notification calling for applications on their notice board, she could not specify the date of notification or its exhibition on the notice board. She was not issued with any appointment letter by the II Party. On meticulous cross-examination she testified that she was appointed on temporary basis as daily wager. She was given wages for the period she served in the II Party. Ex W-1 series are the Six vouchers produced by the I Party to prove the payments received by her from the II Party LIC. The vouchers reflect the wages received by the I Party and similarly placed other workers. Those vouchers would never improve her case, much less it substantiates her contention that she was appointed in a clear vacancy by undergoing regular recruitment process. Those vouchers would never indicate continuous and uninterrupted service of the I Party under the II Party for Nine years as contended by her.

9. MW 1 the Divisional Manager of the II Party specifically deposed that there is no particular notification for LIC separately for daily wage employees and such daily wagers were engaged based on need and requirements and there is no prescribed recruitment procedure for engaging them. Their wages were paid monthly in cash, debited from imprest Cash Account No. 111772. This fact stood revealed from Ex W-1 series vouchers. MW 1 reiterated that no order is issued to such persons for engaging them on daily wage. So without getting an appointment order from the management the I Party worker cannot qualify for herself to be entitled for permanency or rather regularization in the job. There is no basis for the so called assurance alleged to have been given by the II Party that she would be given permanency in service along with equivalent other benefits.

10. The purpose of production of Ex W-2 by the I Party, the confidential communication issued by the Regional Manager (P&IR) to all SDM under South Central Zones dated 25.11.2017 alerting the divisions to disengage all the daily wagers who are continued without any court case and calling for the number of daily wagers continuing by virtue of court cases pursuant to the decision of the competent authority is not profitably explained by the I Party. It is also not properly explained as to how the I Party / WW 1 happened to be in custody of Ex W-2, the confidential communication addressed to the SDM by its higher-up. Anyhow Ex W-2 is not of any help to the I Party to establish her case.

11. Ex W-3 dated 25.12.2017 is the representation made by the I Party to the Senior Divisional Manager seeking regularization of her service being aggrieved by stoppage of her service w.e.f. 23.08.2009 stating the same as retrenchment. In Ex W-3 she grieved before the authority that she was pulled out from job without notice and without payment of notice pay / retrenchment compensation despite having no allegations against her.

12. On 27.12.2017 she took up the matter for conciliation before the Assistant Labour Commissioner (C), Hubli under Ex W-4. Ex W-5 is the reply submitted by the II Party before the ALC(C), Hubli, in response to the Ex W-4 representation. All along, the II Party has adopted a firm defence that the I Party was engaged only as a daily

wager on need basis due to office exigencies and she was neither recruited not given any appointment letter by any authority. Her engagement was purely on daily wages for carrying out work on peace meal basis depending upon the needs of the office and not as a temporary employee. Her pay of wages was as per the Government of Karnataka Gazette Notification revised from time to time. MW 1 during her evidence precisely testified that since the I Party was paid wages counting the number of days she worked, no deduction was made from her wage towards Provident Fund and payment of bonus to her also did not arise for consideration. The circumstances explained by MW 1 substantiates the contention raised by the II Party that the I Party was engaged only as a daily wager without there being any assurance of permanency of service and such alleged assurance being out of place.

13. Ex W-6 is the application filed by the I Party before the ALC(C) calling for documents from the II party during the conciliation proceedings. As per Ex W-7 the Assistant Labour Commissioner (C) conducted Joint Discussion on 05.02.2018 notifying further joint discussion to another date. Ex W-8 is also a similar application filed by the I Party before the Conciliation Officer calling for some more documents from the II party during the conciliation proceedings. Ex W-9 is the letter issued by the ALC(C) to LEO for collection of photocopies of documents from various branches. Ex W-10 is the copy of notification to the post of Recruitment of Assistant published by the II Party on 17.09.2019. She did not prefer to put in an Application against such notification. She testified that she is not eligible to file application to the said post. Ex W-11 is the representation given by the I Party to the Chairman, LIC of India requesting to appoint her to the vacancy notified and if not, to keep vacant one post of Office Assistant till the instant case gets over.

. None of the above documents produced and relied upon by the I Party renders any proof to the core point of controversy as to the status of employment at the time of her engagement under the II Party. Indeed, had it been an engagement as Daily Wager, she does not get entitled for any of the benefits sought in the Petition. The II Party Management to buttress its contention that the I Party was simply disengaged as there existed no further requirement of her service and she has not been a temporary employee capable of claiming any of the benefits sought for, relied upon various judicial pronouncements of the Hon'ble Apex Court. At the threshold it has to be observed that the I Party failed in showing any Rule, Law or Regulation nor any administrative order on the basis of which she claims reinstatement and regularization with continuity of Service and other monetory benefits. In order to high light the said aspect the II Party has relied upon the Hon'ble Supreme Court in **Subedar Singh and others vs. District Judge, Mirzapur and another 2001 1 SCC 37**.

15. It is contextually significant to follow the dictum laid down by the Hon'ble Apex Court in **State of Haryana vs. Jasmer Singh (1996 (11) SCC 77)** which reads :

> **"The respondents, therefore in the present appeals who are employed on daily wages cannot be treated as on a par with persons in regular service of the State of Haryana holding similar posts. Daily-rated workers are not required to possess the qualifications prescribed for regular workers, nor do they have to fulfil the requirement relating to age at the time of recruitment. They are not selected in the manner in which regular employees are selected. In other words the requirements for selection are not as rigorous. There are also other provisions relating to regular service such as the liability of a member of the service to be transferred, and his being subject to the disciplinary jurisdiction of the authorities as prescribed, which the daily-rated workmen are not subjected to. They cannot, therefore, be equated with regular workmen for the purposes for their wages. Nor can they claim the minimum of the regular pay-scale of the regularly employed"**

Referring to the said legal position the Hon'ble Apex Court in **State of Haryana and another vs. Tilak Raj and others (2003 (6) SCC 123)** held that a scale of pay is attached to a definite post and in case of a daily wager, he holds no posts. The I Party neither in her pleadings nor in evidence has made out the particular works she performed under the II Party, much less any material is placed by her as to the nature of the duties for which she was engaged by the II Party. The contention of the II Party in its Statement of Objection that the engagement of the I Party was for meeting the office exigencies to attend some unspecified jobs on payment of daily wage for the work performed is thus well founded.

16. In **Mohammed Ashif and others vs. State of Bihar and others (2010 (5) SCC 475)**, the Hon'ble Supreme Court held that the question of regularization of services of an Employee may arise only in situations where against an available clear vacancy an appointment is made on adhoc or on-daily wage basis by an authority competent to do so without any artificial break in service. The second situation in which the regularization could be granted is held to be where the initial entry of the employee against an available vacancy was found suffering from some flaws in the procedure in making the appointment though the person appointing was competent to make such initial recruitment and had otherwise followed the procedure prescribed for such recruitment. It is equally held that *"the all-important condition precedent for such regularization is that the initial entry of such employee must be made against the Sanctioned vacancy and by following the Rules and Regulations governing such entry*".

17. Similarly the constitution bench of the Hon'ble Apex Court in **State of Karnataka vs. Uma Devi (2006 (4) SCC 1)** held that *"If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it*

were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued. Similarly, a temporary employee could not claim to be made permanent on the expiry of his term of appointment. It has also to be clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules. It is not open to the court to prevent regular recruitment at the instance of temporary employees whose period of employment has come to an end or of ad hoc employees who by the very nature of their appointment, do not acquire any right." Here in the instant case the I party is claiming permanency and seeks for regularization mainly on the so called *"long duration of work"* (emphasis supplied) and not on any other valid ground. The dictum quoted above defeats her claim as it is bereft of valid support and devoid of merit.

18. Most of the rulings placed by the I party are not applicable to the facts of the case on hand. The Verdict of the Hon'ble High Court of Madras in **V Muthukumarasamy and others vs. The Chairman, LIC, Zonal Office dated 21.01.2007** also does not get any application in view of the fact involved in that case as the Petitioners therein were sponsored by the Employment Exchange and have been appointed on temporary basis from shortlisted candidates. As already observed, the I Party herein was not sponsored by Employment Exchange nor her engagement was in a clear vacancy by undergoing the Regular Recruitment process.

19. The I party further relied upon on the ruling of the Hon'ble High Court of Karnataka, Bengaluru in **R V Mohan Reddy vs. The Chairman, Karnataka Grameena Bank in WP No. 1944/2022 (L-RES) dated 10.02.2025** awarding 60% of Backwages to the Employee from the date of his termination reckoning the two decades of service he had under the management as a Peon on daily wage. As against that, the principle laid down by the Hon'ble Supreme Court in a plethora of rulings aforementioned consistently hold that the Casual Employment terminates when the same is discontinued, and merely because a temporary or casual worker has been engaged beyond the period of his employment, he would not be entitled to be absorbed into regular service or made permanent, if the original appointment was not in terms of the process envisaged by the relevant rules. So the legal position settled at rest by the Hon'ble Supreme Court disentitles the I party to put forth any claim of reinstatement, regularization, continuity of service or back wages with consequential benefits.

20. To sum up, the solitary materials viz., Ex W-1 vouchers show only pay for a single month in the respective years and there is no valid material proving that her engagement was continuous in nature and she performed duties under the II Party continuously till the date of her disengagement so as to show that her tenure of service at a time was more than 240 days in a calendar year and her disengagement was in violation of the provisions of Section 25F of the ID Act. So on legal principle and on factual matrix the I Party failed to establish a case on merit justifying the relief sought for in the instant Industrial Dispute. Eventually her Claim Petition fails and the same is liable to be dismissed. With this view Points No. 1 to 3 are answered accordingly.

21. **POINT NO. 4:** In view of the above discussion, the I party is held as not entitled for any relief.

22. In the result, the following Award is passed

AWARD

The Claim Petition is Dismissed. No order as to cost.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 17.07.2025)

K P INDIRA, Presiding Officer

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1492.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एलआईसी ऑफ़ इंडिया** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्रीमती विजयलक्ष्मी डी** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स न.-20/2018)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-120]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1492.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 20/2018)** of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **LIC of India** and **Smt. Vijayalakshmi D** which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. Z-16025/04/2025-IR(M)-120]
SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIUBNAL-CUM-LABOUR COURT

"Shram Sadan",
G G Palya, Tumkur Road,
Yeswanthpur, Bangalore – 560 022.

DATED : 17th JULY 2025

PRESENT : **SMT. K P INDIRA**
Presiding Officer

I D No. 20/2018

I Party	**II Party**
Smt. Vijayalakshmi D, W/o Lakshmanarao Kokate, Marnami Bile, New Ajjampura Road, BIRUR – 577 116. Dist : Chickamagalur	The Senior Divisional Manager, LIC of India, Divisional Office, 100th Feet Road, Gopalagowda Road, SHIVAMOGGA - 577 205.

Appearances

I Party : **Shri M Rama Rao**
Authorized Representative

II Party : **Shri Rajesh Shetty**
Advocate

1. This is a Petition filed under Section 2A of the ID act. The claim set forth by the 1st party workman is that she was appointed as an Assistant by the 2nd Party in a clear vacancy of Office Assistant w.e.f. 24.04.2010 by obtaining an Application and she has attended the interview conducted by the II Party; she was also assured with regularization of her services for the services rendered by her and that she was doing the duties of regular staff; that she was not paid with minimum scales as applicable to the Assistants and took work for more than eight hours per day without paying her overtime wages; inspite of repeated requests to absorb her to the permanent post she was deprived with the benefits of the permanent employees; that she was not provided with Provident Fund, Bonus Benefits though other employees were extended with the same; that she was suddenly retrenched from the services of the II Party orally from 18.12.2017 in the morning hours by the Branch Manager without notice, without payment of notice pay / retrenchment compensation though there were no allegations against her. She was retrenched from the services without prior intimation or paying her retrenchment compensation and without following due process of law and that the II Party has retrenched more than 20 workmen without filing approval application seeking permission from the appropriate Government to retrench their services as mandated under Section 25N of the Act; that due to the retrenchment she is facing irreparable hardship, agony and unable to run her family and that she does not know any other work than the Assistant job; that the II Party has employed fresh entrants in her place and the nature of work done by her is perennial in nature and taking the new entrants is illegal and malafide; that she raised an industrial dispute since no settlement was arrived she preferred to file the present petition requesting this Tribunal to declare the retrenchment of service by the II Party as not in accordance with the provisions of ID Act; reinstate her into service with full back wages and other benefits, regularization with continuity of service and ancillary benefits from the date of her appointment 24.04.2010 with cost.

2. The 2nd Party in their Counter Statement rebutted the Claim Statement stating that all the averments made are false; that LIC of India (Staff) Regulations, 1960 are not applicable to the temporary employees appointed by the II Party; that the I Party is put to strict proof of the above averments; that she was doing some unspecified job on daily wages on need basis and that they were paying wages as per the notification issued by the Government of Karnataka from time to time and therefore the question of extending Provident Fund Benefits does not arise. As the specified job was completed, her services were disengaged as per law and the question of issuing notice, retrenchment compensation or notice pay does not arise and that the II Party has not contravened the provisions of ID Act and the question of reinstatement with the backwages and other benefits does not arise. The Respondent has prayed for dismissal of the Petition with cost.

3. On the rival pleadings the following points arise for consideration:

"01. Whether the I Party has succeeded in proving that she was appointed by the II Party as Assistant on temporary basis in a clear vacancy as contended?

02. Whether the disengagement of the I Party from job by the II Party is illegal as contended by the I Party?

03. Whether the I Party is entitled for the reliefs prayed for?

04. What is the proper order to be passed?"

4. The I party has got examined herself as WW 1 and Ex W-1 to Ex W-11 are got marked. From the side of the II Party MW 1 is examined and Ex M-1 is marked.

5. Heard the arguments advanced by both sides. Written notes of Arguments are also submitted by both sides.

6. **POINTS NO. 1 TO 3** : Since the matter to be considered and adjudicated on these points are intertwined and interwoven, all these points are discussed together.

7. The I Party WW 1 claimed herself as a temporary employee / Assistant in Class III Category in a clear vacancy of Office Assistant under the II Party LIC of India since 24.04.2010 at its Bhadravathi Branch and continued to work for Seven years till 18.12.2017. Her case is that she has put in an application before the II Party and she was interviewed by the officials of the LIC at the Branch Office. According to her she was appointed with an assurance of regularization of her service within a few years coupled with the benefits applicable to permanent Assistants. The above claim of the I Party is stoutly denied by the II Party on the precincts that the I Party was engaged by the LIC purely on daily wages to perform some unspecified jobs and she has been paid daily wage for the days of her engagement. Such payment according to the II Party has never been meant as "**SALARY**".

8. Among the documents produced and proved by WW 1, there is nothing indicting her to have been called for an interview for the post of Office Assistant. She did not produce copy of application said to have been submitted by her before the II Party to the said post. Though she claimed that the II Party did publish notification calling for applications on their notice board, she could not specify the date of notification or its exhibition on the notice board. She was not issued with any appointment letter by the II Party. On meticulous cross-examination she testified that she was appointed on temporary basis as daily wager. She was given wages for the period she served in the II Party. Ex W-1 series are the Eight vouchers produced by the I Party to prove the payments received by her from the II Party LIC. The vouchers reflect the wages received by the I Party and similarly placed other workers. Those vouchers would never improve her case, much less it substantiates her contention that she was appointed in a clear vacancy by undergoing regular recruitment process. Those vouchers would never indicate continuous and uninterrupted service of the I Party under the II Party for Seven years as contended by her.

9. MW 1 the Divisional Manager of the II Party specifically deposed that there is no particular notification for LIC separately for daily wage employees and such daily wagers were engaged based on need and requirements and there is no prescribed recruitment procedure for engaging them. Their wages were paid monthly in cash, debited from imprest Cash Account No. 111772. This fact stood revealed from Ex W-1 series vouchers. MW 1 reiterated that no order is issued to such persons for engaging them on daily wage. So without getting an appointment order from the management the I Party worker cannot qualify for herself to be entitled for permanency or rather regularization in the job. There is no basis for the so called assurance alleged to have been given by the II Party that she would be given permanency in service along with equivalent other benefits.

10. The purpose of production of Ex W-2 by the I Party, the confidential communication issued by the Regional Manager (P&IR) to all SDM under South Central Zones dated 25.11.2017 alerting the divisions to disengage all the daily wagers who are continued without any court case and calling for the number of daily wagers continuing by virtue of court cases pursuant to the decision of the competent authority is not profitably explained by the I Party. It is also not properly explained as to how the I Party / WW 1 happened to be in custody of Ex W-2, the confidential communication addressed to the SDM by its higher-up. Anyhow Ex W-2 is not of any help to the I Party to establish her case.

11. Ex W-3 dated 25.12.2017 is the representation made by the I Party to the Senior Divisional Manager seeking regularization of her service being aggrieved by stoppage of her service w.e.f. 18.12.2017 stating the same as retrenchment. In Ex W-3 she grieved before the authority that she was pulled out from job without notice and without payment of notice pay / retrenchment compensation despite having no allegations against her.

12. On 27.12.2017 she took up the matter for conciliation before the Assistant Labour Commissioner (C), Hubli under Ex W-4. Ex W-5 is the reply submitted by the II Party before the ALC(C), Hubli, in response to the Ex W-4 representation. All along, the II Party has adopted a firm defence that the I Party was engaged only as a daily wager on need basis due to office exigencies and she was neither recruited not given any appointment letter by any authority. Her engagement was purely on daily wages for carrying out work on peace meal basis depending upon the needs of the office and not as a temporary employee. Her pay of wages was as per the Government of Karnataka Gazette Notification revised from time to time. MW 1 during her evidence precisely testified that since the I Party was paid wages counting the number of days she worked, no deduction was made from her wage towards Provident Fund and payment of bonus to her also did not arise for consideration. The circumstances explained by MW 1 substantiates the contention raised by the II Party that the I Party was engaged only as a daily wager without there being any assurance of permanency of service and such alleged assurance being out of place.

13. Ex W-6 is the application filed by the I Party before the ALC(C) calling for documents from the II party during the conciliation proceedings. As per Ex W-7 the Assistant Labour Commissioner(C) conducted Joint Discussion on 05.02.2018 notifying further joint discussion to another date. Ex W-8 is also a similar application filed by the I Party before the Conciliation Officer calling for some more documents from the II party during the conciliation proceedings. Ex W-9 is the letter issued by the ALC(C) to LEO for collection of photocopies of documents from various branches. Ex W-10 is the copy of notification to the post of Recruitment of Assistant published by the II Party on 17.09.2019. She did not prefer to put in an Application against such notification. She testified that she is not eligible to file application to the said post. Ex W-11 is the representation given by the I Party to the Chairman, LIC of India requesting to appoint her to the vacancy notified and if not, to keep vacant one post of Office Assistant till the instant case gets over.

14. None of the above documents produced and relied upon by the I Party renders any proof to the core point of controversy as to the status of employment at the time of her engagement under the II Party. Indeed, had it been an engagement as Daily Wager, she does not get entitled for any of the benefits sought in the Petition. The II Party Management to buttress its contention that the I Party was simply disengaged as there existed no further requirement of her service and she has not been a temporary employee capable of claiming any of the benefits sought for, relied upon various judicial pronouncements of the Hon'ble Apex Court. At the threshold it has to be observed that the I Party failed in showing any Rule, Law or Regulation nor any administrative order on the basis of which she claims reinstatement and regularization with continuity of Service and other monetory benefits. In order to high light the said aspect the II Party has relied upon the Hon'ble Supreme Court in **Subedar Singh and others vs. District Judge, Mirzapur and another 2001 1 SCC 37**.

15. It is contextually significant to follow the dictum laid down by the Hon'ble Apex Court in **State of Haryana vs. Jasmer Singh (1996 (11) SCC 77)** which reads :

> **"The respondents, therefore in the present appeals who are employed on daily wages cannot be treated as on a par with persons in regular service of the State of Haryana holding similar posts. Daily-rated workers are not required to possess the qualifications prescribed for regular workers, nor do they have to fulfil the requirement relating to age at the time of recruitment. They are not selected in the manner in which regular employees are selected. In other words the requirements for selection are not as rigorous. There are also other provisions relating to regular service such as the liability of a member of the service to be transferred, and his being subject to the disciplinary jurisdiction of the authorities as prescribed, which the daily-rated workmen are not subjected to. They cannot, therefore, be equated with regular workmen for the purposes for their wages. Nor can they claim the minimum of the regular pay-scale of the regularly employed"**

Referring to the said legal position the Hon'ble Apex Court in **State of Haryana and another vs. Tilak Raj and others (2003 (6) SCC 123)** held that a scale of pay is attached to a definite post and in case of a daily wager, he holds no posts. The I Party neither in her pleadings nor in evidence has made out the particular works she performed under the II Party, much less any material is placed by her as to the nature of the duties for which she was engaged by the II Party. The contention of the II Party in its Statement of Objection that the engagement of the I Party was for meeting the office exigencies to attend some unspecified jobs on payment of daily wage for the work performed is thus well founded.

16. In **Mohammed Ashif and others vs. State of Bihar and others (2010 (5) SCC 475)**, the Hon'ble Supreme Court held that the question of regularization of services of an Employee may arise only in situations where against an available clear vacancy an appointment is made on adhoc or on-daily wage basis by an authority competent to do so without any artificial break in service. The second situation in which the regularization could be granted is held to be where the initial entry of the employee against an available vacancy was found suffering from some flaws in

the procedure in making the appointment though the person appointing was competent to make such initial recruitment and had otherwise followed the procedure prescribed for such recruitment. It is equally held that *"the all-important condition precedent for such regularization is that the initial entry of such employee must be made against the Sanctioned vacancy and by following the Rules and Regulations governing such entry*".

17. Similarly the constitution bench of the Hon'ble Apex Court in **State of Karnataka vs. Uma Devi (2006 (4) SCC 1)** held that *"If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued. Similarly, a temporary employee could not claim to be made permanent on the expiry of his term of appointment. It has also to be clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules. It is not open to the court to prevent regular recruitment at the instance of temporary employees whose period of employment has come to an end or of ad hoc employees who by the very nature of their appointment, do not acquire any right.*" Here in the instant case the I party is claiming permanency and seeks for regularization mainly on the so called *"long duration of work"* (emphasis supplied) and not on any other valid ground. The dictum quoted above defeats her claim as it is bereft of valid support and devoid of merit.

18. Most of the rulings placed by the I party are not applicable to the facts of the case on hand. The Verdict of the Hon'ble High Court of Madras in **V Muthukumarasamy and others vs. The Chairman, LIC, Zonal Office dated 21.01.2007** also does not get any application in view of the fact involved in that case as the Petitioners therein were sponsored by the Employment Exchange and have been appointed on temporary basis from shortlisted candidates. As already observed, the I Party herein was not sponsored by Employment Exchange nor her engagement was in a clear vacancy by undergoing the Regular Recruitment process.

19. The I party further relied upon on the ruling of the Hon'ble High Court of Karnataka, Bengaluru in **R V Mohan Reddy vs. The Chairman, Karnataka Grameena Bank in WP No. 1944/2022 (L-RES) dated 10.02.2025** awarding 60% of Backwages to the Employee from the date of his termination reckoning the two decades of service he had under the management as a Peon on daily wage. As against that, the principle laid down by the Hon'ble Supreme Court in a plethora of rulings aforementioned consistently hold that the Casual Employment terminates when the same is discontinued, and merely because a temporary or casual worker has been engaged beyond the period of his employment, he would not be entitled to be absorbed into regular service or made permanent, if the original appointment was not in terms of the process envisaged by the relevant rules. So the legal position settled at rest by the Hon'ble Supreme Court disentitles the I party to put forth any claim of reinstatement, regularization, continuity of service or back wages with consequential benefits.

20. To sum up, the solitary materials viz., Ex W-1 vouchers show only pay for a single month in the respective years and there is no valid material proving that her engagement was continuous in nature and she performed duties under the II Party continuously till the date of her disengagement so as to show that her tenure of service at a time was more than 240 days in a calendar year and her disengagement was in violation of the provisions of Section 25F of the ID Act. So on legal principle and on factual matrix the I Party failed to establish a case on merit justifying the relief sought for in the instant Industrial Dispute. Eventually her Claim Petition fails and the same is liable to be dismissed. With this view Points No. 1 to 3 are answered accordingly.

21. **POINT NO. 4:** In view of the above discussion, the I party is held as not entitled for any relief.

22. In the result, the following Award is passed

AWARD

The Claim Petition is Dismissed. No order as to cost.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 17.07.2025)

K P INDIRA, Presiding Officer

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1493.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एलआईसी ऑफ़ इंडिया** के प्रबंधतंत्र के संबद्ध नियोजकों और **कुमारी ममता एस** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट** (रिफरेन्स न.-23/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-121]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1493.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 23/2018)** of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **LIC of India** and **Kum. Mamatha S** which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. Z-16025/04/2025-IR(M)-121]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIUBNAL-CUM-LABOUR COURT

"Shram Sadan",
G G Palya, Tumkur Road,
Yeswanthpur, Bangalore – 560 022.

DATED : 17th JULY 2025

PRESENT : **SMT. K P INDIRA**
Presiding Officer

I D No. 23/2018

I Party

Kum. Mamatha S,
D/o Siddalingappa,
Janukonda, Post : Pandarahalli,
Dt :CHITRADURGA - 577 555

II Party

The Senior Divisional Manager,
LIC of India, Divisional Office,
100th Feet Road,
Gopalagowda Road,
SHIVAMOGGA - 577 205.

Appearances

I Party : **Shri M Rama Rao**
Authorized Representative

II Party : **Shri Vijayendra D Joshi**
Advocate

1. This is a Petition filed under Section 2A of the ID act. The claim set forth by the 1st party workman is that she was appointed as an Assistant by the 2nd Party in a clear vacancy of Office Assistant w.e.f. 01.06.2011 by obtaining an Application and she has attended the interview conducted by the II Party; she was also assured with regularization of her services for the services rendered by her and that she was doing the duties of regular staff; that she was not paid with minimum scales as applicable to the Assistants and took work for more than eight hours per day without paying her overtime wages; inspite of repeated requests to absorb her to the permanent post she was deprived with the benefits of the permanent employees; that she was not provided with Provident Fund, Bonus Benefits though other employees were extended with the same; that she was suddenly retrenched from the services of the II Party orally from 18.12.2017 in the morning hours by the Branch Manager without notice, without payment of notice pay / retrenchment compensation though there were no allegations against her. She was retrenched from the services without prior intimation or paying her retrenchment compensation and without following due process of law and that the II Party has retrenched more than 20 workmen without filing approval application seeking permission from the appropriate Government to retrench their services as mandated under Section 25N of the Act; that due to the retrenchment she is facing irreparable hardship, agony and unable to run her family and that she does not know any other work than the Assistant job; that the II Party has employed fresh entrants in her place and the nature of work done by her is perennial in nature and taking the new entrants is illegal and malafide; that she raised an industrial dispute since no settlement was arrived she preferred to file the present petition requesting this Tribunal to declare the retrenchment of service by the II Party as not in accordance with the provisions of ID Act; reinstate her into service with full back wages and other benefits, regularization with continuity of service and ancillary benefits from the date of her appointment 01.06.2011 with cost.

2. The 2nd Party in their Counter Statement rebutted the Claim Statement stating that all the averments made are false; that LIC of India (Staff) Regulations, 1960 are not applicable to the temporary employees appointed by the II Party; that the I Party is put to strict proof of the above averments; that she was doing some unspecified job on

daily wages on need basis and that they were paying wages as per the notification issued by the Government of Karnataka from time to time and therefore the question of extending Provident Fund Benefits does not arise. As the specified job was completed, her services were disengaged as per law and the question of issuing notice, retrenchment compensation or notice pay does not arise and that the II Party has not contravened the provisions of ID Act and the question of reinstatement with the backwages and other benefits does not arise. The Respondent has prayed for dismissal of the Petition with cost.

3. On the rival pleadings the following points arise for consideration:

"01. Whether the I Party has succeeded in proving that she was appointed by the II Party as Assistant on temporary basis in a clear vacancy as contended?

02. Whether the disengagement of the I Party from job by the II Party is illegal as contended by the I Party?

03. Whether the I Party is entitled for the reliefs prayed for?

04. What is the proper order to be passed?"

4. The I party has got examined herself as WW 1 and Ex W-1 to Ex W-11 are got marked. From the side of the II Party MW 1 is examined and Ex M-1 is marked.

5. Heard the arguments advanced by both sides. Written notes of Arguments are also submitted by both sides.

6. **POINTS NO. 1 TO 3** : Since the matter to be considered and adjudicated on these points are intertwined and interwoven, all these points are discussed together.

7. The I Party WW 1 claimed herself as a temporary employee / Assistant in Class III Category in a clear vacancy of Office Assistant under the II Party LIC of India since 01.06.2011at its Chitradurga Branch and continued to work for Six years till 18.12.2017. Her case is that she has put in an application before the II Party and she was interviewed by the officials of the LIC at the Branch Office. According to her she was appointed with an assurance of regularization of her service within a few years coupled with the benefits applicable to permanent Assistants. The above claim of the I Party is stoutly denied by the II Party on the precincts that the I Party was engaged by the LIC purely on daily wages to perform some unspecified jobs and she has been paid daily wage for the days of her engagement. Such payment according to the II Party has never been meant as "**SALARY**".

8. Among the documents produced and proved by WW 1, there is nothing indicting her to have been called for an interview for the post of Office Assistant. She did not produce copy of application said to have been submitted by her before the II Party to the said post. Though she claimed that the II Party did publish notification calling for applications on their notice board, she could not specify the date of notification or its exhibition on the notice board. She was not issued with any appointment letter by the II Party. On meticulous cross-examination she testified that she was appointed on temporary basis as daily wager. She was given wages for the period she served in the II Party. Ex W-1 series are the Seven vouchers produced by the I Party to prove the payments received by her from the II Party LIC. The vouchers reflect the wages received by the I Party and similarly placed other workers. Those vouchers would never improve her case, much less it substantiates her contention that she was appointed in a clear vacancy by undergoing regular recruitment process. Those vouchers would never indicate continuous and uninterrupted service of the I Party under the II Party for Six years as contended by her.

9. MW 1 the Divisional Manager of the II Party specifically deposed that there is no particular notification for LIC separately for daily wage employees and such daily wagers were engaged based on need and requirements and there is no prescribed recruitment procedure for engaging them. Their wages were paid monthly in cash, debited from imprest Cash Account No. 111772. This fact stood revealed from Ex W-1 series vouchers. MW 1 reiterated that no order is issued to such persons for engaging them on daily wage. So without getting an appointment order from the management the I Party worker cannot qualify for herself to be entitled for permanency or rather regularization in the job. There is no basis for the so called assurance alleged to have been given by the II Party that she would be given permanency in service along with equivalent other benefits.

10. The purpose of production of Ex W-2 by the I Party, the confidential communication issued by the Regional Manager (P&IR) to all SDM under South Central Zones dated 25.11.2017 alerting the divisions to disengage all the daily wagers who are continued without any court case and calling for the number of daily wagers continuing by virtue of court cases pursuant to the decision of the competent authority is not profitably explained by the I Party. It is also not properly explained as to how the I Party / WW 1 happened to be in custody of Ex W-2, the confidential communication addressed to the SDM by its higher-up. Anyhow Ex W-2 is not of any help to the I Party to establish her case.

11. Ex W-3 dated 25.12.2017 is the representation made by the I Party to the Senior Divisional Manager seeking regularization of her service being aggrieved by stoppage of her service w.e.f. 18.12.2017 stating the same as retrenchment. In Ex W-3 she grieved before the authority that she was pulled out from job without notice and

without payment of notice pay / retrenchment compensation despite having no allegations against her.

12. On 27.12.2017 she took up the matter for conciliation before the Assistant Labour Commissioner (C), Hubli under Ex W-4. Ex W-5 is the reply submitted by the II Party before the ALC(C), Hubli, in response to the Ex W-4 representation. All along, the II Party has adopted a firm defence that the I Party was engaged only as a daily wager on need basis due to office exigencies and she was neither recruited not given any appointment letter by any authority. Her engagement was purely on daily wages for carrying out work on peace meal basis depending upon the needs of the office and not as a temporary employee. Her pay of wages was as per the Government of Karnataka Gazette Notification revised from time to time. MW 1 during her evidence precisely testified that since the I Party was paid wages counting the number of days she worked, no deduction was made from her wage towards Provident Fund and payment of bonus to her also did not arise for consideration. The circumstances explained by MW 1 substantiates the contention raised by the II Party that the I Party was engaged only as a daily wager without there being any assurance of permanency of service and such alleged assurance being out of place.

13. Ex W-6 is the application filed by the I Party before the ALC(C) calling for documents from the II party during the conciliation proceedings. As per Ex W-7 the Assistant Labour Commissioner(C) conducted Joint Discussion on 05.02.2018 notifying further joint discussion to another date. Ex W-8 is also a similar application filed by the I Party before the Conciliation Officer calling for some more documents from the II party during the conciliation proceedings. Ex W-9 is the letter issued by the ALC(C) to LEO for collection of photocopies of documents from various branches. Ex W-10 is the copy of notification to the post of Recruitment of Assistant published by the II Party on 17.09.2019. She did prefer to put in an Application against such notification. She testified that she was not selected to the said post. Ex W-11 is the representation given by the I Party to the Chairman, LIC of India requesting to appoint her to the vacancy notified and if not, to keep vacant one post of Office Assistant till the instant case gets over.

14. None of the above documents produced and relied upon by the I Party renders any proof to the core point of controversy as to the status of employment at the time of her engagement under the II Party. Indeed, had it been an engagement as Daily Wager, she does not get entitled for any of the benefits sought in the Petition. The II Party Management to buttress its contention that the I Party was simply disengaged as there existed no further requirement of her service and she has not been a temporary employee capable of claiming any of the benefits sought for, relied upon various judicial pronouncements of the Hon'ble Apex Court. At the threshold it has to be observed that the I Party failed in showing any Rule, Law or Regulation nor any administrative order on the basis of which she claims reinstatement and regularization with continuity of Service and other monetory benefits. In order to high light the said aspect the II Party has relied upon the Hon'ble Supreme Court in **Subedar Singh and others vs. District Judge, Mirzapur and another 2001 1 SCC 37**.

15. It is contextually significant to follow the dictum laid down by the Hon'ble Apex Court in **State of Haryana vs. Jasmer Singh (1996 (11) SCC 77)** which reads :

> **"The respondents, therefore in the present appeals who are employed on daily wages cannot be treated as on a par with persons in regular service of the State of Haryana holding similar posts. Daily-rated workers are not required to possess the qualifications prescribed for regular workers, nor do they have to fulfil the requirement relating to age at the time of recruitment. They are not selected in the manner in which regular employees are selected. In other words the requirements for selection are not as rigorous. There are also other provisions relating to regular service such as the liability of a member of the service to be transferred, and his being subject to the disciplinary jurisdiction of the authorities as prescribed, which the daily-rated workmen are not subjected to. They cannot, therefore, be equated with regular workmen for the purposes for their wages. Nor can they claim the minimum of the regular pay-scale of the regularly employed"**

Referring to the said legal position the Hon'ble Apex Court in **State of Haryana and another vs. Tilak Raj and others (2003 (6) SCC 123)** held that a scale of pay is attached to a definite post and in case of a daily wager, he holds no posts. The I Party neither in her pleadings nor in evidence has made out the particular works she performed under the II Party, much less any material is placed by her as to the nature of the duties for which she was engaged by the II Party. The contention of the II Party in its Statement of Objection that the engagement of the I Party was for meeting the office exigencies to attend some unspecified jobs on payment of daily wage for the work performed is thus well founded.

16. In **Mohammed Ashif and others vs. State of Bihar and others (2010 (5) SCC 475)**, the Hon'ble Supreme Court held that the question of regularization of services of an Employee may arise only in situations where against an available clear vacancy an appointment is made on adhoc or on-daily wage basis by an authority competent to do so without any artificial break in service. The second situation in which the regularization could be granted is held to be where the initial entry of the employee against an available vacancy was found suffering from some flaws in the procedure in making the appointment though the person appointing was competent to make such initial recruitment and had otherwise followed the procedure prescribed for such recruitment. It is equally held that *"the all-important condition precedent for such regularization is that the initial entry of such employee must be made*

against the Sanctioned vacancy and by following the Rules and Regulations governing such entry".

17. Similarly the constitution bench of the Hon'ble Apex Court in **State of Karnataka vs. Uma Devi (2006 (4) SCC 1)** held that *"If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued. Similarly, a temporary employee could not claim to be made permanent on the expiry of his term of appointment. It has also to be clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules. It is not open to the court to prevent regular recruitment at the instance of temporary employees whose period of employment has come to an end or of ad hoc employees who by the very nature of their appointment, do not acquire any right*." Here in the instant case the I party is claiming permanency and seeks for regularization mainly on the so called *"long duration of work"* (emphasis supplied) and not on any other valid ground. The dictum quoted above defeats her claim as it is bereft of valid support and devoid of merit.

18. Most of the rulings placed by the I party are not applicable to the facts of the case on hand. The Verdict of the Hon'ble High Court of Madras in **V Muthukumarasamy and others vs. The Chairman, LIC, Zonal Office dated 21.01.2007** also does not get any application in view of the fact involved in that case as the Petitioners therein were sponsored by the Employment Exchange and have been appointed on temporary basis from shortlisted candidates. As already observed, the I Party herein was not sponsored by Employment Exchange nor her engagement was in a clear vacancy by undergoing the Regular Recruitment process.

19. The I party further relied upon on the ruling of the Hon'ble High Court of Karnataka, Bengaluru in **R V Mohan Reddy vs. The Chairman, Karnataka Grameena Bank in WP No. 1944/2022 (L-RES) dated 10.02.2025** awarding 60% of Backwages to the Employee from the date of his termination reckoning the two decades of service he had under the management as a Peon on daily wage. As against that, the principle laid down by the Hon'ble Supreme Court in a plethora of rulings aforementioned consistently hold that the Casual Employment terminates when the same is discontinued, and merely because a temporary or casual worker has been engaged beyond the period of his employment, he would not be entitled to be absorbed into regular service or made permanent, if the original appointment was not in terms of the process envisaged by the relevant rules. So the legal position settled at rest by the Hon'ble Supreme Court disentitles the I party to put forth any claim of reinstatement, regularization, continuity of service or back wages with consequential benefits.

20. To sum up, the solitary materials viz., Ex W-1 vouchers show only pay for a single month in the respective years and there is no valid material proving that her engagement was continuous in nature and she performed duties under the II Party continuously till the date of her disengagement so as to show that her tenure of service at a time was more than 240 days in a calendar year and her disengagement was in violation of the provisions of Section 25F of the ID Act. So on legal principle and on factual matrix the I Party failed to establish a case on merit justifying the relief sought for in the instant Industrial Dispute. Eventually her Claim Petition fails and the same is liable to be dismissed. With this view Points No. 1 to 3 are answered accordingly.

21. **POINT NO. 4:** In view of the above discussion, the I party is held as not entitled for any relief.

22. In the result, the following Award is passed

AWARD

The Claim Petition is Dismissed. No order as to cost.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 17.07.2025)

K P INDIRA, Presiding Officer

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1494.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एलआईसी ऑफ़ इंडिया** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री बालाजी** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स न.-25/2018)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-122]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1494.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 25/2018)** of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **LIC of India** and **Shri Balaji** which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. Z-16025/04/2025-IR(M)-122]
SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIUBNAL-CUM-LABOUR COURT

"Shram Sadan",
G G Palya, Tumkur Road,
Yeswanthpur, Bangalore – 560 022.

DATED : 17th JULY 2025

PRESENT : **SMT. K P INDIRA**
Presiding Officer

I D No. 25/2018

I Party	**II Party**
Shri Balaji, S/o Parashurama, Behind PVTC, Near Double Water Tank, Gandhinagara, CHALLAKERE – 577 522.	The Senior Divisional Manager, LIC of India, Divisional Office, 100th Feet Road, Gopalagowda Road, SHIVAMOGGA - 577 205.

Appearances

I Party : **Shri M Rama Rao**
Authorized Representative

II Party : **Shri Rajesh Shetty**
Advocate

1. This is a Petition filed under Section 2A of the ID act. The claim set forth by the 1st party workman is that he was appointed as an Assistant by the 2nd Party in a clear vacancy of Office Assistant w.e.f. 20.11.2010 by obtaining an Application and he has attended the interview conducted by the II Party; he was also assured with regularization of his services for the services rendered by him and that he was doing the duties of regular staff; that he was not paid with minimum scales as applicable to the Assistants and took work for more than eight hours per day without paying him overtime wages; inspite of repeated requests to absorb him to the permanent post he was deprived with the benefits of the permanent employees; that he was not provided with Provident Fund, Bonus Benefits though other employees were extended with the same; that he was suddenly retrenched from the services of the II Party orally from 16.12.2017 in the morning hours by the Branch Manager without notice, without payment of notice pay / retrenchment compensation though there were no allegations against him. He was retrenched from the services without prior intimation or paying him retrenchment compensation and without following due process of law and that the II Party has retrenched more than 20 workmen without filing approval application seeking permission from the appropriate Government to retrench their services as mandated under Section 25N of the Act; that due to the retrenchment he is facing irreparable hardship, agony and unable to run his family and that he does not know any other work than the Assistant job; that the II Party has employed fresh entrants in his place and the nature of work done by him is perennial in nature and taking the new entrants is illegal and malafide; that he raised an industrial dispute since no settlement was arrived he preferred to file the present petition requesting this Tribunal to declare the retrenchment of service by the II Party as not in accordance with the provisions of ID Act; reinstate him into service with full back wages and other benefits, regularization with continuity of service and ancillary benefits from the date of his appointment 20.11.2010 with cost.

2. The 2nd Party in their Counter Statement rebutted the Claim Statement stating that all the averments made are false; that LIC of India (Staff) Regulations, 1960 are not applicable to the temporary employees appointed by the II Party; that the I Party is put to strict proof of the above averments; that he was doing some unspecified job on daily wages on need basis and that they were paying wages as per the notification issued by the Government of Karnataka from time to time and therefore the question of extending Provident Fund Benefits does not arise. As the specified job was completed, his services were disengaged as per law and the question of issuing notice, retrenchment compensation or notice pay does not arise and that the II Party has not contravened the provisions of ID Act and the question of reinstatement with the backwages and other benefits does not arise. The Respondent has prayed for dismissal of the Petition with cost.

3. On the rival pleadings the following points arise for consideration:

"01. Whether the I Party has succeeded in proving that he was appointed by the II Party as Assistant on temporary basis in a clear vacancy as contended?

02. Whether the disengagement of the I Party from job by the II Party is illegal as contended by the I Party?

03. Whether the I Party is entitled for the reliefs prayed for?

04. What is the proper order to be passed?"

4. The I party has got examined himself as WW 1 and Ex W-1 to Ex W-11 are got marked. From the side of the II Party MW 1 is examined and Ex M-1 is marked.

5. Heard the arguments advanced by both sides. Written notes of Arguments are also submitted by both sides.

6. **POINTS NO. 1 TO 3** : Since the matter to be considered and adjudicated on these points are intertwined and interwoven, all these points are discussed together.

7. The I Party WW 1 claimed himself as a temporary employee / Assistant in Class III Category in a clear vacancy of Office Assistant under the II Party LIC of India since 20.10.2010 at its Challakere Branch and continued to work for Seven years till 16.12.2017. His case is that he has put in an application before the II Party and he was interviewed by the officials of the LIC at the Branch Office. According to him he was appointed with an assurance of regularization of his service within a few years coupled with the benefits applicable to permanent Assistants. The above claim of the I Party is stoutly denied by the II Party on the precincts that the I Party was engaged by the LIC purely on daily wages to perform some unspecified jobs and he has been paid daily wage for the days of his engagement. Such payment according to the II Party has never been meant as "**SALARY**".

8. Among the documents produced and proved by WW 1, there is nothing indicting him to have been called for an interview for the post of Office Assistant. He did not produce copy of application said to have been submitted by him before the II Party to the said post. Though he claimed that the II Party did publish notification calling for applications on their notice board, he could not specify the date of notification or its exhibition on the notice board. He was not issued with any appointment letter by the II Party. On meticulous cross-examination he testified that he was appointed on temporary basis as daily wager. He was given wages for the period he served in the II Party. Ex W-1 series are four vouchers produced by the I Party to prove the payments received by him from the II Party LIC. The vouchers reflect the wages received by the I Party and similarly placed other workers. Those vouchers would never improve his case, much less it substantiates his contention that he was appointed in a clear vacancy by undergoing regular recruitment process. Those vouchers would never indicate continuous and uninterrupted service of the I Party under the II Party for Seven years as contended by him.

9. MW 1 the Divisional Manager of the II Party specifically deposed that there is no particular notification for LIC separately for daily wage employees and such daily wagers were engaged based on need and requirements and there is no prescribed recruitment procedure for engaging them. Their wages were paid monthly in cash, debited from imprest Cash Account No. 111772. This fact stood revealed from Ex W-1 series vouchers. MW 1 reiterated that no order is issued to such persons for engaging them on daily wage. So without getting an appointment order from the management the I Party worker cannot qualify for himself to be entitled for permanency or rather regularization in the job. There is no basis for the so called assurance alleged to have been given by the II Party that he would be given permanency in service along with equivalent other benefits.

10. The purpose of production of Ex W-2 by the I Party, the confidential communication issued by the Regional Manager (P&IR) to all SDM under South Central Zones dated 25.11.2017 alerting the divisions to disengage all the daily wagers who are continued without any court case and calling for the number of daily wagers continuing by virtue of court cases pursuant to the decision of the competent authority is not profitably explained by the I Party. It is also not properly explained as to how the I Party / WW 1 happened to be in custody of Ex W-2, the confidential communication addressed to the SDM by its higher-up. Anyhow Ex W-2 is not of any help to the I Party to establish his case.

11. Ex W-3 dated 25.12.2017 is the representation made by the I Party to the Senior Divisional Manager

seeking regularization of his service being aggrieved by stoppage of his service w.e.f. 18.12.2017 stating the same as retrenchment. In Ex W-3 he grieved before the authority that he was pulled out from job without notice and without payment of notice pay / retrenchment compensation despite having no allegations against him.

12. On 27.12.2017 he took up the matter for conciliation before the Assistant Labour Commissioner (C), Hubli under Ex W-4. Ex W-5 is the reply submitted by the II Party before the ALC(C), Hubli, in response to the Ex W-4 representation. All along, the II Party has adopted a firm defence that the I Party was engaged only as a daily wager on need basis due to office exigencies and he was neither recruited not given any appointment letter by any authority. His engagement was purely on daily wages for carrying out work on peace meal basis depending upon the needs of the office and not as a temporary employee. His pay of wages was as per the Government of Karnataka Gazette Notification revised from time to time. MW 1 during his evidence precisely testified that since the I Party was paid wages counting the number of days he worked, no deduction was made from his wage towards Provident Fund and payment of bonus to him also did not arise for consideration. The circumstances explained by MW 1 substantiates the contention raised by the II Party that the I Party was engaged only as a daily wager without there being any assurance of permanency of service and such alleged assurance being out of place.

13. Ex W-6 is the application filed by the I Party before the ALC(C) calling for documents from the II party during the conciliation proceedings. As per Ex W-7 the Assistant Labour Commissioner(C) conducted Joint Discussion on 05.02.2018 notifying further joint discussion to another date. Ex W-8 is also a similar application filed by the I Party before the Conciliation Officer calling for some more documents from the II party during the conciliation proceedings. Ex W-9 is the letter issued by the ALC(C) to LEO for collection of photocopies of documents from various branches. Ex W-10 is the copy of notification to the post of Recruitment of Assistant published by the II Party on 17.09.2019. He did not prefer to put in an Application against such notification. He testified that he is not eligible to file application to the said post. Ex W-11 is the representation given by the I Party to the Chairman, LIC of India requesting to appoint her to the vacancy notified and if not, to keep vacant one post of Office Assistant till the instant case gets over.

None of the above documents produced and relied upon by the I Party renders any proof to the core point of controversy as to the status of employment at the time of his engagement under the II Party. Indeed, had it been an engagement as Daily Wager, he does not get entitled for any of the benefits sought in the Petition. The II Party Management to buttress its contention that the I Party was simply disengaged as there existed no further requirement of his service and he has not been a temporary employee capable of claiming any of the benefits sought for, relied upon various judicial pronouncements of the Hon'ble Apex Court. At the threshold it has to be observed that the I Party failed in showing any Rule, Law or Regulation nor any administrative order on the basis of which he claims reinstatement and regularization with continuity of Service and other monetory benefits. In order to high light the said aspect the II Party has relied upon the Hon'ble Supreme Court in **Subedar Singh and others vs. District Judge, Mirzapur and another 2001 1 SCC 37**.

15. It is contextually significant to follow the dictum laid down by the Hon'ble Apex Court in **State of Haryana vs. Jasmer Singh (1996 (11) SCC 77)** which reads :

> **"The respondents, therefore in the present appeals who are employed on daily wages cannot be treated as on a par with persons in regular service of the State of Haryana holding similar posts. Daily-rated workers are not required to possess the qualifications prescribed for regular workers, nor do they have to fulfil the requirement relating to age at the time of recruitment. They are not selected in the manner in which regular employees are selected. In other words the requirements for selection are not as rigorous. There are also other provisions relating to regular service such as the liability of a member of the service to be transferred, and his being subject to the disciplinary jurisdiction of the authorities as prescribed, which the daily-rated workmen are not subjected to. They cannot, therefore, be equated with regular workmen for the purposes for their wages. Nor can they claim the minimum of the regular pay-scale of the regularly employed"**

Referring to the said legal position the Hon'ble Apex Court in **State of Haryana and another vs. Tilak Raj and others (2003 (6) SCC 123)** held that a scale of pay is attached to a definite post and in case of a daily wager, he holds no posts. The I Party neither in his pleadings nor in evidence has made out the particular works he performed under the II Party, much less any material is placed by him as to the nature of the duties for which he was engaged by the II Party. The contention of the II Party in its Statement of Objection that the engagement of the I Party was for meeting the office exigencies to attend some unspecified jobs on payment of daily wage for the work performed is thus well founded.

16. In **Mohammed Ashif and others vs. State of Bihar and others (2010 (5) SCC 475)**, the Hon'ble Supreme Court held that the question of regularization of services of an Employee may arise only in situations where against an available clear vacancy an appointment is made on adhoc or on-daily wage basis by an authority competent to do so without any artificial break in service. The second situation in which the regularization could be granted is held to be where the initial entry of the employee against an available vacancy was found suffering from some flaws in the procedure in making the appointment though the person appointing was competent to make such initial recruitment and had otherwise followed the procedure prescribed for such recruitment. It is equally held that *"the all-important condition precedent for such regularization is that the initial entry of such employee must be made against the Sanctioned vacancy and by following the Rules and Regulations governing such entry*".

17. Similarly the constitution bench of the Hon'ble Apex Court in **State of Karnataka vs. Uma Devi (2006 (4) SCC 1)** held that *"If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued. Similarly, a temporary employee could not claim to be made permanent on the expiry of his term of appointment. It has also to be clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules. It is not open to the court to prevent regular recruitment at the instance of temporary employees whose period of employment has come to an end or of ad hoc employees who by the very nature of their appointment, do not acquire any right*." Here in the instant case the I party is claiming permanency and seeks for regularization mainly on the so called *"long duration of work"* (emphasis supplied) and not on any other valid ground. The dictum quoted above defeats his claim as it is bereft of valid support and devoid of merit.

18. Most of the rulings placed by the I party are not applicable to the facts of the case on hand. The Verdict of the Hon'ble High Court of Madras in **V Muthukumarasamy and others vs. The Chairman, LIC, Zonal Office dated 21.01.2007** also does not get any application in view of the fact involved in that case as the Petitioners therein were sponsored by the Employment Exchange and have been appointed on temporary basis from shortlisted candidates. As already observed, the I Party herein was not sponsored by Employment Exchange nor her engagement was in a clear vacancy by undergoing the Regular Recruitment process.

19. The I party further relied upon on the ruling of the Hon'ble High Court of Karnataka, Bengaluru in **R V Mohan Reddy vs. The Chairman, Karnataka Grameena Bank in WP No. 1944/2022 (L-RES) dated 10.02.2025** awarding 60% of Backwages to the Employee from the date of his termination reckoning the two decades of service he had under the management as a Peon on daily wage. As against that, the principle laid down by the Hon'ble Supreme Court in a plethora of rulings aforementioned consistently hold that the Casual Employment terminates when the same is discontinued, and merely because a temporary or casual worker has been engaged beyond the period of his employment, he would not be entitled to be absorbed into regular service or made permanent, if the original appointment was not in terms of the process envisaged by the relevant rules. So the legal position settled at rest by the Hon'ble Supreme Court disentitles the I party to put forth any claim of reinstatement, regularization, continuity of service or back wages with consequential benefits.

20. To sum up, the solitary materials viz., Ex W-1 seires indicate the payment made to the I Party in the year 2015 alone for the month of March and November and there is no valid material proving that his engagement was continuous in nature and hhe performed duties under the II Party continuously till the date of his disengagement so as to show that his tenure of service at a time was more than 240 days in a calendar year and his disengagement was in violation of the provisions of Section 25F of the ID Act. So on legal principle and on factual matrix the I Party failed to establish a case on merit justifying the relief sought for in the instant Industrial Dispute. Eventually his Claim Petition fails and the same is liable to be dismissed. With this view Points No. 1 to 3 are answered accordingly.

21. **POINT NO. 4:** In view of the above discussion, the I party is held as not entitled for any relief.

22. In the result, the following Award is passed

AWARD

The Claim Petition is Dismissed. No order as to cost.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 17.07.2025)

K P INDIRA, Presiding Officer

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1495.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एलआईसी ऑफ़ इंडिया** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्रीमती महबूबी** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स न.-26/2018)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-123]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1495.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 26/2018)** of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **LIC of India** and **Smt. Mahaboobi** which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. Z-16025/04/2025-IR(M)-123]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIUBNAL-CUM-LABOUR COURT

"Shram Sadan",
G G Palya, Tumkur Road,
Yeswanthpur, Bangalore – 560 022.

DATED : 17th JULY 2025

PRESENT : **SMT. K P INDIRA**
Presiding Officer

I D No. 26/2018

I Party	**II Party**
Smt. Mahaboobi, W/o C R Subanalla, Near Nyaya Bele Angadi, Post : Dodderi, CHALLAKERE – 577 522.	The Senior Divisional Manager, LIC of India, Divisional Office, 100th Feet Road, Gopalagowda Road, SHIVAMOGGA - 577 205.

Appearances

I Party : **Shri M Rama Rao**
Authorized Representative

II Party : **Shri Rajesh Shetty**
Advocate

1. This is a Petition filed under Section 2A of the ID act. The claim set forth by the 1st party workman is that she was appointed as an Assistant by the 2nd Party in a clear vacancy of Office Assistant w.e.f. 01.06.2010 by obtaining an Application and she has attended the interview conducted by the II Party; she was also assured with regularization of her services for the services rendered by her and that she was doing the duties of regular staff; that she was not paid with minimum scales as applicable to the Assistants and took work for more than eight hours per day without paying her overtime wages; inspite of repeated requests to absorb her to the permanent post she was deprived with the benefits of the permanent employees; that she was not provided with Provident Fund, Bonus Benefits though other employees were extended with the same; that she was suddenly retrenched from the services of the II Party orally from 16.12.2017 in the morning hours by the Branch Manager without notice, without payment of notice pay / retrenchment compensation though there were no allegations against her. She was retrenched from the services without prior intimation or paying her retrenchment compensation and without following due process of law and that the II Party has retrenched more than 20 workmen without filing approval application seeking permission from the appropriate Government to retrench their services as mandated under Section 25N of the Act; that due to the retrenchment she is facing irreparable hardship, agony and unable to run her family and that she does not know any other work than the Assistant job; that the II Party has employed fresh entrants in her place and the nature of work done by her is perennial in nature and taking the new entrants is illegal and malafide; that she raised an industrial dispute since no settlement was arrived she preferred to file the present petition requesting this Tribunal to declare the retrenchment of service by the II Party as not in accordance with the provisions of ID Act; reinstate her into service with full back wages and other benefits, regularization with continuity of service and ancillary benefits from the date of her appointment 01.06.2010 with cost.

2. The 2nd Party in their Counter Statement rebutted the Claim Statement stating that all the averments made are false; that LIC of India (Staff) Regulations, 1960 are not applicable to the temporary employees appointed by the II Party; that the I Party is put to strict proof of the above averments; that she was doing some unspecified job on daily wages on need basis and that they were paying wages as per the notification issued by the Government of Karnataka from time to time and therefore the question of extending Provident Fund Benefits does not arise. As the specified job was completed, her services were disengaged as per law and the question of issuing notice, retrenchment compensation or notice pay does not arise and that the II Party has not contravened the provisions of ID Act and the question of reinstatement with the backwages and other benefits does not arise. The Respondent has prayed for dismissal of the Petition with cost.

3. On the rival pleadings the following points arise for consideration:

"01. Whether the I Party has succeeded in proving that she was appointed by the II Party as Assistant on temporary basis in a clear vacancy as contended?

02. Whether the disengagement of the I Party from job by the II Party is illegal as contended by the I Party?

03. Whether the I Party is entitled for the reliefs prayed for?

04. What is the proper order to be passed?"

4. The I party has got examined herself as WW 1 and Ex W-1 to Ex W-11 are got marked. From the side of the II Party MW 1 is examined and Ex M-1 is marked.

5. Heard the arguments advanced by both sides. Written notes of Arguments are also submitted by both sides.

6. **POINTS NO. 1 TO 3** : Since the matter to be considered and adjudicated on these points are intertwined and interwoven, all these points are discussed together.

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8. Among the documents produced and proved by WW 1, there is nothing indicting her to have been called for an interview for the post of Office Assistant. She did not produce copy of application said to have been submitted by her before the II Party to the said post. Though she claimed that the II Party did publish notification calling for applications on their notice board, she could not specify the date of notification or its exhibition on the notice board. She was not issued with any appointment letter by the II Party. On meticulous cross-examination she testified that she was appointed on temporary basis as daily wager. She was given wages for the period she served in the II Party. Ex W-1 series are the Five vouchers produced by the I Party to prove the payments received by her from the II Party LIC. The vouchers reflect the wages received by the I Party and similarly placed other workers. Those vouchers would never improve her case, much less it substantiates her contention that she was appointed in a clear vacancy by undergoing regular recruitment process. Those vouchers would never indicate continuous and uninterrupted service of the I Party under the II Party for Seven years as contended by her.

9. MW 1 the Divisional Manager of the II Party specifically deposed that there is no particular notification for LIC separately for daily wage employees and such daily wagers were engaged based on need and requirements and there is no prescribed recruitment procedure for engaging them. Their wages were paid monthly in cash, debited from imprest Cash Account No. 111772. This fact stood revealed from Ex W-1 series vouchers. MW 1 reiterated that no order is issued to such persons for engaging them on daily wage. So without getting an appointment order from the management the I Party worker cannot qualify for herself to be entitled for permanency or rather regularization in the job. There is no basis for the so called assurance alleged to have been given by the II Party that she would be given permanency in service along with equivalent other benefits.

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11. Ex W-3 dated 25.12.2017 is the representation made by the I Party to the Senior Divisional Manager seeking regularization of her service being aggrieved by stoppage of her service w.e.f. 16.12.2017 stating the same as retrenchment. In Ex W-3 she grieved before the authority that she was pulled out from job without notice and without payment of notice pay / retrenchment compensation despite having no allegations against her.

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14. None of the above documents produced and relied upon by the I Party renders any proof to the core point of controversy as to the status of employment at the time of her engagement under the II Party. Indeed, had it been an engagement as Daily Wager, she does not get entitled for any of the benefits sought in the Petition. The II Party Management to buttress its contention that the I Party was simply disengaged as there existed no further requirement of her service and she has not been a temporary employee capable of claiming any of the benefits sought for, relied upon various judicial pronouncements of the Hon'ble Apex Court. At the threshold it has to be observed that the I Party failed in showing any Rule, Law or Regulation nor any administrative order on the basis of which she claims reinstatement and regularization with continuity of Service and other monetory benefits. In order to high light the said aspect the II Party has relied upon the Hon'ble Supreme Court in **Subedar Singh and others vs. District Judge, Mirzapur and another 2001 1 SCC 37**.

15. It is contextually significant to follow the dictum laid down by the Hon'ble Apex Court in **State of Haryana vs. Jasmer Singh (1996 (11) SCC 77)** which reads :

> **"The respondents, therefore in the present appeals who are employed on daily wages cannot be treated as on a par with persons in regular service of the State of Haryana holding similar posts. Daily-rated workers are not required to possess the qualifications prescribed for regular workers, nor do they have to fulfil the requirement relating to age at the time of recruitment. They are not selected in the manner in which regular employees are selected. In other words the requirements for selection are not as rigorous. There are also other provisions relating to regular service such as the liability of a member of the service to be transferred, and his being subject to the disciplinary jurisdiction of the authorities as prescribed, which the daily-rated workmen are not subjected to. They cannot, therefore, be equated with regular workmen for the purposes for their wages. Nor can they claim the minimum of the regular pay-scale of the regularly employed"**

Referring to the said legal position the Hon'ble Apex Court in **State of Haryana and another vs. Tilak Raj and others (2003 (6) SCC 123)** held that a scale of pay is attached to a definite post and in case of a daily wager, he holds no posts. The I Party neither in her pleadings nor in evidence has made out the particular works she performed under the II Party, much less any material is placed by her as to the nature of the duties for which she was engaged by the II Party. The contention of the II Party in its Statement of Objection that the engagement of the I Party was for meeting the office exigencies to attend some unspecified jobs on payment of daily wage for the work performed is thus well founded.

16. In **Mohammed Ashif and others vs. State of Bihar and others (2010 (5) SCC 475)**, the Hon'ble Supreme Court held that the question of regularization of services of an Employee may arise only in situations where against an available clear vacancy an appointment is made on adhoc or on-daily wage basis by an authority competent to do so without any artificial break in service. The second situation in which the regularization could be granted is held to be where the initial entry of the employee against an available vacancy was found suffering from some flaws in

the procedure in making the appointment though the person appointing was competent to make such initial recruitment and had otherwise followed the procedure prescribed for such recruitment. It is equally held that *"the all-important condition precedent for such regularization is that the initial entry of such employee must be made against the Sanctioned vacancy and by following the Rules and Regulations governing such entry*".

17. Similarly the constitution bench of the Hon'ble Apex Court in **State of Karnataka vs. Uma Devi (2006 (4) SCC 1)** held that *"If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued. Similarly, a temporary employee could not claim to be made permanent on the expiry of his term of appointment. It has also to be clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules. It is not open to the court to prevent regular recruitment at the instance of temporary employees whose period of employment has come to an end or of ad hoc employees who by the very nature of their appointment, do not acquire any right*." Here in the instant case the I party is claiming permanency and seeks for regularization mainly on the so called *"long duration of work"* (emphasis supplied) and not on any other valid ground. The dictum quoted above defeats her claim as it is bereft of valid support and devoid of merit.

18. Most of the rulings placed by the I party are not applicable to the facts of the case on hand. The Verdict of the Hon'ble High Court of Madras in **V Muthukumarasamy and others vs. The Chairman, LIC, Zonal Office dated 21.01.2007** also does not get any application in view of the fact involved in that case as the Petitioners therein were sponsored by the Employment Exchange and have been appointed on temporary basis from shortlisted candidates. As already observed, the I Party herein was not sponsored by Employment Exchange nor her engagement was in a clear vacancy by undergoing the Regular Recruitment process.

19. The I party further relied upon on the ruling of the Hon'ble High Court of Karnataka, Bengaluru in **R V Mohan Reddy vs. The Chairman, Karnataka Grameena Bank in WP No. 1944/2022 (L-RES) dated 10.02.2025** awarding 60% of Backwages to the Employee from the date of his termination reckoning the two decades of service he had under the management as a Peon on daily wage. As against that, the principle laid down by the Hon'ble Supreme Court in a plethora of rulings aforementioned consistently hold that the Casual Employment terminates when the same is discontinued, and merely because a temporary or casual worker has been engaged beyond the period of his employment, he would not be entitled to be absorbed into regular service or made permanent, if the original appointment was not in terms of the process envisaged by the relevant rules. So the legal position settled at rest by the Hon'ble Supreme Court disentitles the I party to put forth any claim of reinstatement, regularization, continuity of service or back wages with consequential benefits.

20. To sum up, the solitary materials viz., Ex W-1 vouchers show only pay for a single month in the respective years and there is no valid material proving that her engagement was continuous in nature and she performed duties under the II Party continuously till the date of her disengagement so as to show that her tenure of service at a time was more than 240 days in a calendar year and her disengagement was in violation of the provisions of Section 25F of the ID Act. So on legal principle and on factual matrix the I Party failed to establish a case on merit justifying the relief sought for in the instant Industrial Dispute. Eventually her Claim Petition fails and the same is liable to be dismissed. With this view Points No. 1 to 3 are answered accordingly.

21. **POINT NO. 4:** In view of the above discussion, the I party is held as not entitled for any relief.

22. In the result, the following Award is passed

AWARD

The Claim Petition is Dismissed. No order as to cost.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 17.07.2025)

K P INDIRA, Presiding Officer

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1496.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एलआईसी ऑफ़ इंडिया** के प्रबंधतंत्र के संबद्ध नियोजकों और **कुमारी चांदनी** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स न.-29/2018)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-124]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1496.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 29/2018)** of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **LIC of India** and **Kum. Chandini** which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. Z-16025/04/2025-IR(M)-124]
SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIUBNAL-CUM-LABOUR COURT

"Shram Sadan",
G G Palya, Tumkur Road,
Yeswanthpur, Bangalore – 560 022.

DATED : 17th JULY 2025

PRESENT : **SMT. K P INDIRA**
Presiding Officer

I D No. 29/2018

I Party

Kum. Chandini,
D/o Ganapathi,
Dombesara,
ULLUR POST – 577 412
Sagara Tq : Dist Shivamogga.

II Party

The Senior Divisional Manager,
LIC of India, Divisional Office,
100th Feet Road,
Gopalagowda Road,
SHIVAMOGGA - 577 205.

Appearances

I Party : **Shri M Rama Rao**
Authorized Representative

II Party : **Shri Vijayendra D Joshi**
Advocate

1. This is a Petition filed under Section 2A of the ID act. The claim set forth by the 1st party workman is that she was appointed as an Assistant by the 2nd Party in a clear vacancy of Office Assistant w.e.f. 30.03.2013 by obtaining an Application and she has attended the interview conducted by the II Party; she was also assured with regularization of her services for the services rendered by her and that she was doing the duties of regular staff; that she was not paid with minimum scales as applicable to the Assistants and took work for more than eight hours per day without paying her overtime wages; inspite of repeated requests to absorb her to the permanent post she was deprived with the benefits of the permanent employees; that she was not provided with Provident Fund, Bonus Benefits though other employees were extended with the same; that she was suddenly retrenched from the services of the II Party orally from 16.12.2017 in the evening hours by the Branch Manager without notice, without payment of notice pay / retrenchment compensation though there were no allegations against her. She was retrenched from the services without prior intimation or paying her retrenchment compensation and without following due process of law and that the II Party has retrenched more than 20 workmen without filing approval application seeking permission from the appropriate Government to retrench their services as mandated under Section 25N of the Act; that due to the retrenchment she is facing irreparable hardship, agony and unable to run her family and that she does not know any other work than the Assistant job; that the II Party has employed fresh entrants in her place and the nature of work done by her is perennial in nature and taking the new entrants is illegal and malafide; that she raised an industrial dispute since no settlement was arrived she preferred to file the present petition requesting this Tribunal to declare the retrenchment of service by the II Party as not in accordance with the provisions of ID Act; reinstate her into service with full back wages and other benefits, regularization with continuity of service and ancillary benefits from the date of her appointment 30.03.2013 with cost.

2. The 2nd Party in their Counter Statement rebutted the Claim Statement stating that all the averments made are false; that LIC of India (Staff) Regulations, 1960 are not applicable to the temporary employees appointed by the II Party; that the I Party is put to strict proof of the above averments; that she was doing some unspecified job on daily wages on need basis and that they were paying wages as per the notification issued by the Government of Karnataka from time to time and therefore the question of extending Provident Fund Benefits does not arise. As the specified job was completed, her services were disengaged as per law and the question of issuing notice, retrenchment compensation or notice pay does not arise and that the II Party has not contravened the provisions of ID Act and the question of reinstatement with the backwages and other benefits does not arise. The Respondent has prayed for dismissal of the Petition with cost.

3. On the rival pleadings the following points arise for consideration:

"01. Whether the I Party has succeeded in proving that she was appointed by the II Party as Assistant on temporary basis in a clear vacancy as contended?

02. Whether the disengagement of the I Party from job by the II Party is illegal as contended by the I Party?

03. Whether the I Party is entitled for the reliefs prayed for?

04. What is the proper order to be passed?"

4. The I party has got examined herself as WW 1 and Ex W-1 to Ex W-11 are got marked. From the side of the II Party MW 1 is examined and Ex M-1 is marked.

5. Heard the arguments advanced by both sides. Written notes of Arguments are also submitted by both sides.

6. **POINTS NO. 1 TO 3** : Since the matter to be considered and adjudicated on these points are intertwined and interwoven, all these points are discussed together.

7. The I Party WW 1 claimed herself as a temporary employee / Assistant in Class III Category in a clear vacancy of Office Assistant under the II Party LIC of India since 30.03.2013 at its Sagara Branch and continued to work for Four years till 16.12.2017. Her case is that she has put in an application before the II Party and she was interviewed by the officials of the LIC at the Branch Office. According to her she was appointed with an assurance of regularization of her service within a few years coupled with the benefits applicable to permanent Assistants. The above claim of the I Party is stoutly denied by the II Party on the precincts that the I Party was engaged by the LIC purely on daily wages to perform some unspecified jobs and she has been paid daily wage for the days of her engagement. Such payment according to the II Party has never been meant as "**SALARY**".

8. Among the documents produced and proved by WW 1, there is nothing indicting her to have been called for an interview for the post of Office Assistant. She did not produce copy of application said to have been submitted by her before the II Party to the said post. Though she claimed that the II Party did publish notification calling for applications on their notice board, she could not specify the date of notification or its exhibition on the notice board. She was not issued with any appointment letter by the II Party. On meticulous cross-examination she testified that she was appointed on temporary basis as daily wager. She was given wages for the period she served in the II Party. Ex W-1 series are the Three vouchers produced by the I Party to prove the payments received by her from the II Party LIC. The vouchers reflect the wages received by the I Party and similarly placed other workers. Those vouchers would never improve her case, much less it substantiates her contention that she was appointed in a clear vacancy by undergoing regular recruitment process. Those vouchers would never indicate continuous and uninterrupted service of the I Party under the II Party for Six years as contended by her.

9. MW 1 the Divisional Manager of the II Party specifically deposed that there is no particular notification for LIC separately for daily wage employees and such daily wagers were engaged based on need and requirements and there is no prescribed recruitment procedure for engaging them. Their wages were paid monthly in cash, debited from imprest Cash Account No. 111772. This fact stood revealed from Ex W-1 series vouchers. MW 1 reiterated that no order is issued to such persons for engaging them on daily wage. So without getting an appointment order from the management the I Party worker cannot qualify for herself to be entitled for permanency or rather regularization in the job. There is no basis for the so called assurance alleged to have been given by the II Party that she would be given permanency in service along with equivalent other benefits.

10. The purpose of production of Ex W-2 by the I Party, the confidential communication issued by the Regional Manager (P&IR) to all SDM under South Central Zones dated 25.11.2017 alerting the divisions to disengage all the daily wagers who are continued without any court case and calling for the number of daily wagers continuing by virtue of court cases pursuant to the decision of the competent authority is not profitably explained by the I Party. It is also not properly explained as to how the I Party / WW 1 happened to be in custody of Ex W-2, the confidential communication addressed to the SDM by its higher-up. Anyhow Ex W-2 is not of any help to the I Party to establish her case.

11. Ex W-3 dated 20.01.2018 is the representation made by the I Party to the Senior Divisional Manager seeking regularization of her service being aggrieved by stoppage of her service w.e.f. 16.12.2017 stating the same as retrenchment. In Ex W-3 she grieved before the authority that she was pulled out from job without notice and without payment of notice pay / retrenchment compensation despite having no allegations against her.

12. On 20.01.2018 she took up the matter for conciliation before the Assistant Labour Commissioner (C), Hubli under Ex W-4. Ex W-5 is the reply submitted by the II Party before the ALC(C), Hubli, in response to the Ex W-4 representation. All along, the II Party has adopted a firm defence that the I Party was engaged only as a daily wager on need basis due to office exigencies and she was neither recruited not given any appointment letter by any authority. Her engagement was purely on daily wages for carrying out work on peace meal basis depending upon the needs of the office and not as a temporary employee. Her pay of wages was as per the Government of Karnataka Gazette Notification revised from time to time. MW 1 during her evidence precisely testified that since the I Party was paid wages counting the number of days she worked, no deduction was made from her wage towards Provident Fund and payment of bonus to her also did not arise for consideration. The circumstances explained by MW 1 substantiates the contention raised by the II Party that the I Party was engaged only as a daily wager without there being any assurance of permanency of service and such alleged assurance being out of place.

13. Ex W-6 is the application filed by the I Party before the ALC(C) calling for documents from the II party during the conciliation proceedings. As per Ex W-7 the Assistant Labour Commissioner(C) conducted Joint Discussion on 05.02.2018 notifying further joint discussion to another date. Ex W-8 is also a similar application filed by the I Party before the Conciliation Officer calling for some more documents from the II party during the conciliation proceedings. Ex W-9 is the letter issued by the ALC(C) to LEO for collection of photocopies of documents from various branches. Ex W-10 is the copy of notification to the post of Recruitment of Assistant published by the II Party on 17.09.2019. She did not prefer to put in an Application against such notification. She testified that she is not eligible to file application to the said post. Ex W-11 is the representation given by the I Party to the Chairman, LIC of India requesting to appoint her to the vacancy notified and if not, to keep vacant one post of Office Assistant till the instant case gets over.

14. None of the above documents produced and relied upon by the I Party renders any proof to the core point of controversy as to the status of employment at the time of her engagement under the II Party. Indeed, had it been an engagement as Daily Wager, she does not get entitled for any of the benefits sought in the Petition. The II Party Management to buttress its contention that the I Party was simply disengaged as there existed no further requirement of her service and she has not been a temporary employee capable of claiming any of the benefits sought for, relied upon various judicial pronouncements of the Hon'ble Apex Court. At the threshold it has to be observed that the I Party failed in showing any Rule, Law or Regulation nor any administrative order on the basis of which she claims reinstatement and regularization with continuity of Service and other monetory benefits. In order to high light the said aspect the II Party has relied upon the Hon'ble Supreme Court in **Subedar Singh and others vs. District Judge, Mirzapur and another 2001 1 SCC 37**.

15. It is contextually significant to follow the dictum laid down by the Hon'ble Apex Court in **State of Haryana vs. Jasmer Singh (1996 (11) SCC 77)** which reads :

> **"The respondents, therefore in the present appeals who are employed on daily wages cannot be treated as on a par with persons in regular service of the State of Haryana holding similar posts. Daily-rated workers are not required to possess the qualifications prescribed for regular workers, nor do they have to fulfil the requirement relating to age at the time of recruitment. They are not selected in the manner in which regular employees are selected. In other words the requirements for selection are not as rigorous. There are also other provisions relating to regular service such as the liability of a member of the service to be transferred, and his being subject to the disciplinary jurisdiction of the authorities as prescribed, which the daily-rated workmen are not subjected to. They cannot, therefore, be equated with regular workmen for the purposes for their wages. Nor can they claim the minimum of the regular pay-scale of the regularly employed"**

Referring to the said legal position the Hon'ble Apex Court in **State of Haryana and another vs. Tilak Raj and others (2003 (6) SCC 123)** held that a scale of pay is attached to a definite post and in case of a daily wager, he holds no posts. The I Party neither in her pleadings nor in evidence has made out the particular works she performed under the II Party, much less any material is placed by her as to the nature of the duties for which she was engaged by the II Party. The contention of the II Party in its Statement of Objection that the engagement of the I Party was for meeting the office exigencies to attend some unspecified jobs on payment of daily wage for the work performed is thus well founded.

16. In **Mohammed Ashif and others vs. State of Bihar and others (2010 (5) SCC 475)**, the Hon'ble Supreme Court held that the question of regularization of services of an Employee may arise only in situations where against an available clear vacancy an appointment is made on adhoc or on-daily wage basis by an authority competent to do so without any artificial break in service. The second situation in which the regularization could be granted is held to be where the initial entry of the employee against an available vacancy was found suffering from some flaws in

the procedure in making the appointment though the person appointing was competent to make such initial recruitment and had otherwise followed the procedure prescribed for such recruitment. It is equally held that *"the all-important condition precedent for such regularization is that the initial entry of such employee must be made against the Sanctioned vacancy and by following the Rules and Regulations governing such entry*".

17. Similarly the constitution bench of the Hon'ble Apex Court in **State of Karnataka vs. Uma Devi (2006 (4) SCC 1)** held that *"If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued. Similarly, a temporary employee could not claim to be made permanent on the expiry of his term of appointment. It has also to be clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules. It is not open to the court to prevent regular recruitment at the instance of temporary employees whose period of employment has come to an end or of ad hoc employees who by the very nature of their appointment, do not acquire any right*." Here in the instant case the I party is claiming permanency and seeks for regularization mainly on the so called *"long duration of work"* (emphasis supplied) and not on any other valid ground. The dictum quoted above defeats her claim as it is bereft of valid support and devoid of merit.

18. Most of the rulings placed by the I party are not applicable to the facts of the case on hand. The Verdict of the Hon'ble High Court of Madras in **V Muthukumarasamy and others vs. The Chairman, LIC, Zonal Office dated 21.01.2007** also does not get any application in view of the fact involved in that case as the Petitioners therein were sponsored by the Employment Exchange and have been appointed on temporary basis from shortlisted candidates. As already observed, the I Party herein was not sponsored by Employment Exchange nor her engagement was in a clear vacancy by undergoing the Regular Recruitment process.

19. The I party further relied upon on the ruling of the Hon'ble High Court of Karnataka, Bengaluru in **R V Mohan Reddy vs. The Chairman, Karnataka Grameena Bank in WP No. 1944/2022 (L-RES) dated 10.02.2025** awarding 60% of Backwages to the Employee from the date of his termination reckoning the two decades of service he had under the management as a Peon on daily wage. As against that, the principle laid down by the Hon'ble Supreme Court in a plethora of rulings aforementioned consistently hold that the Casual Employment terminates when the same is discontinued, and merely because a temporary or casual worker has been engaged beyond the period of his employment, he would not be entitled to be absorbed into regular service or made permanent, if the original appointment was not in terms of the process envisaged by the relevant rules. So the legal position settled at rest by the Hon'ble Supreme Court disentitles the I party to put forth any claim of reinstatement, regularization, continuity of service or back wages with consequential benefits.

20. To sum up, the solitary materials viz., Ex W-1 vouchers show only pay for a single month in the respective years and there is no valid material proving that her engagement was continuous in nature and she performed duties under the II Party continuously till the date of her disengagement so as to show that her tenure of service at a time was more than 240 days in a calendar year and her disengagement was in violation of the provisions of Section 25F of the ID Act. So on legal principle and on factual matrix the I Party failed to establish a case on merit justifying the relief sought for in the instant Industrial Dispute. Eventually her Claim Petition fails and the same is liable to be dismissed. With this view Points No. 1 to 3 are answered accordingly.

21. **POINT NO. 4:** In view of the above discussion, the I party is held as not entitled for any relief.

22. In the result, the following Award is passed

AWARD

The Claim Petition is Dismissed. No order as to cost.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 17.07.2025)

K P INDIRA, Presiding Officer

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1497.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एलआईसी ऑफ़ इंडिया** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्रीमती अन्नपूर्णा टी एस** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स न.-34/2018)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-125]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1497.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 34/2018)** of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **LIC of India** and **Smt. Annapoorna T S** which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. Z-16025/04/2025-IR(M)-125]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIUBNAL-CUM-LABOUR COURT

"Shram Sadan",
G G Palya, Tumkur Road,
Yeswanthpur, Bangalore – 560 022.

DATED : 17th JULY 2025

PRESENT : **SMT. K P INDIRA**
Presiding Officer

I D No. 34/2018

I Party

Smt. Annapoorna T S,
D/o Srinivasa T O.,
Hossgrahara – 577 432,
Post : Thirthahalli,
Dist : Shivamogga.

II Party

The Senior Divisional Manager,
LIC of India, Divisional Office,
100th Feet Road,
Gopalagowda Road,
SHIVAMOGGA - 577 205.

Appearances

I Party : **Shri M Rama Rao**
Authorized Representative

II Party : **Shri Vijayendra D Joshi**
Advocate

1. This is a Petition filed under Section 2A of the ID act. The claim set forth by the 1st party workman is that she was appointed as an Assistant by the 2nd Party in a clear vacancy of Office Assistant w.e.f. 25.04.2011 by obtaining an Application and she has attended the interview conducted by the II Party; she was also assured with regularization of her services for the services rendered by her and that she was doing the duties of regular staff; that she was not paid with minimum scales as applicable to the Assistants and took work for more than eight hours per day without paying her overtime wages; inspite of repeated requests to absorb her to the permanent post she was deprived with the benefits of the permanent employees; that she was not provided with Provident Fund, Bonus Benefits though other employees were extended with the same; that she was suddenly retrenched from the services of the II Party orally from 16.12.2017 in the morning hours by the Branch Manager without notice, without payment of notice pay / retrenchment compensation though there were no allegations against her. She was retrenched from the services without prior intimation or paying her retrenchment compensation and without following due process of law and that the II Party has retrenched more than 20 workmen without filing approval application seeking permission from the appropriate Government to retrench their services as mandated under Section 25N of the Act; that due to the retrenchment she is facing irreparable hardship, agony and unable to run her family and that she does not know any other work than the Assistant job; that the II Party has employed fresh entrants in her place and the nature of work done by her is perennial in nature and taking the new entrants is illegal and malafide; that she raised an industrial dispute since no settlement was arrived she preferred to file the present petition requesting this Tribunal to declare the retrenchment of service by the II Party as not in accordance with the provisions of ID Act; reinstate her into service with full back wages and other benefits, regularization with continuity of service and ancillary benefits from the date of her appointment 25.04.2011 with cost.

2. The 2nd Party in their Counter Statement rebutted the Claim Statement stating that all the averments made are false; that LIC of India (Staff) Regulations, 1960 are not applicable to the temporary employees appointed by the II Party; that the I Party is put to strict proof of the above averments; that she was doing some unspecified job on daily wages on need basis and that they were paying wages as per the notification issued by the Government of Karnataka from time to time and therefore the question of extending Provident Fund Benefits does not arise. As the specified job was completed, her services were disengaged as per law and the question of issuing notice, retrenchment compensation or notice pay does not arise and that the II Party has not contravened the provisions of ID Act and the question of reinstatement with the backwages and other benefits does not arise. The Respondent has prayed for dismissal of the Petition with cost.

3. On the rival pleadings the following points arise for consideration:

"01. Whether the I Party has succeeded in proving that she was appointed by the II Party as Assistant on temporary basis in a clear vacancy as contended?

02. Whether the disengagement of the I Party from job by the II Party is illegal as contended by the I Party?

03. Whether the I Party is entitled for the reliefs prayed for?

04. What is the proper order to be passed?"

4. The I party has got examined herself as WW 1 and Ex W-1 to Ex W-12 are got marked. From the side of the II Party MW 1 is examined and Ex M-1 is marked.

5. Heard the arguments advanced by both sides. Written notes of Arguments are also submitted by both sides.

6. **POINTS NO. 1 TO 3** : Since the matter to be considered and adjudicated on these points are intertwined and interwoven, all these points are discussed together.

7. The I Party WW 1 claimed herself as a temporary employee / Assistant in Class III Category in a clear vacancy of Office Assistant under the II Party LIC of India since 25.04.2011 at its Thirthahalli Branch and continued to work for Seven years till 16.12.2017. Her case is that she has put in an application before the II Party and she was interviewed by the officials of the LIC at the Branch Office. According to her she was appointed with an assurance of regularization of her service within a few years coupled with the benefits applicable to permanent Assistants. The above claim of the I Party is stoutly denied by the II Party on the precincts that the I Party was engaged by the LIC purely on daily wages to perform some unspecified jobs and she has been paid daily wage for the days of her engagement. Such payment according to the II Party has never been meant as "**SALARY**".

8. Among the documents produced and proved by WW 1, there is nothing indicting her to have been called for an interview for the post of Office Assistant. She did not produce copy of application said to have been submitted by her before the II Party to the said post. Though she claimed that the II Party did publish notification calling for applications on their notice board, she could not specify the date of notification or its exhibition on the notice board. She was not issued with any appointment letter by the II Party. On meticulous cross-examination she testified that she was appointed on temporary basis as daily wager. She was given wages for the period she served in the II Party. Ex W-1 is one voucher produced by the I Party to prove the payments received by her from the II Party LIC. The voucher reflect the wages received by the I Party. This voucher would never improve her case, much less it substantiates her contention that she was appointed in a clear vacancy by undergoing regular recruitment process. This voucher would never indicate continuous and uninterrupted service of the I Party under the II Party for Seven years as contended by her.

9. MW 1 the Divisional Manager of the II Party specifically deposed that there is no particular notification for LIC separately for daily wage employees and such daily wagers were engaged based on need and requirements and there is no prescribed recruitment procedure for engaging them. Their wages were paid monthly in cash, debited from imprest Cash Account No. 111772. This fact stood revealed from Ex W-1 series vouchers. MW 1 reiterated that no order is issued to such persons for engaging them on daily wage. So without getting an appointment order from the management the I Party worker cannot qualify for herself to be entitled for permanency or rather regularization in the job. There is no basis for the so called assurance alleged to have been given by the II Party that she would be given permanency in service along with equivalent other benefits.

10. The purpose of production of Ex W-2 by the I Party, the confidential communication issued by the Regional Manager (P&IR) to all SDM under South Central Zones dated 25.11.2017 alerting the divisions to disengage all the daily wagers who are continued without any court case and calling for the number of daily wagers continuing by virtue of court cases pursuant to the decision of the competent authority is not profitably explained by the I Party. It is also not properly explained as to how the I Party / WW 1 happened to be in custody of Ex W-2, the confidential communication addressed to the SDM by its higher-up. Anyhow Ex W-2 is not of any help to the I Party to establish her case.

11. Ex W-3 dated 10.06.2018 is the representation made by the I Party to the Senior Divisional Manager seeking regularization of her service being aggrieved by stoppage of her service w.e.f. 16.12.2017 stating the same as retrenchment. In Ex W-3 she grieved before the authority that she was pulled out from job without notice and without payment of notice pay / retrenchment compensation despite having no allegations against her.

12. On 11.06.2018 she took up the matter for conciliation before the Assistant Labour Commissioner (C), Hubli under Ex W-4. Ex W-5 is the reply submitted by the II Party before the ALC(C), Hubli, in response to the Ex W-4 representation. All along, the II Party has adopted a firm defence that the I Party was engaged only as a daily wager on need basis due to office exigencies and she was neither recruited not given any appointment letter by any authority. Her engagement was purely on daily wages for carrying out work on peace meal basis depending upon the needs of the office and not as a temporary employee. Her pay of wages was as per the Government of Karnataka Gazette Notification revised from time to time. MW 1 during her evidence precisely testified that since the I Party was paid wages counting the number of days she worked, no deduction was made from her wage towards Provident Fund and payment of bonus to her also did not arise for consideration. The circumstances explained by MW 1 substantiates the contention raised by the II Party that the I Party was engaged only as a daily wager without there being any assurance of permanency of service and such alleged assurance being out of place.

13. Ex W-6 is the application filed by the I Party before the ALC(C) calling for documents from the II party during the conciliation proceedings. Ex W-7 is seen to have been produced to show that the Assistant Labour Commissioner(C) conducted Joint Discussion on 02.08.2018 notifying further joint discussion to another date. Since the very application shown to have been submitted by the I Party raising dispute before the ALC(C), Hubballi, viz., Ex W-4 being dated 11.06.2018, there cannot be joint discussion on her application in the month of February 2018. However, the conciliation failure report issued by the Conciliation Officer produced by the I Party in the instant clearly shows that the matter was taken up in conciliation on 02.08.2018 and no settlement has been reached. Ex W-8 is also a similar application filed by the I Party before the Conciliation Officer calling for some more documents from the II party during the conciliation proceedings. Ex W-9 is the letter issued by the ALC(C) to LEO for collection of photocopies of documents from various branches. Ex W-10 is the copy of notification to the post of Recruitment of Assistant published by the II Party on 17.09.2019. Ex W-12 is the copy of the E-receipt for having applied for the post of Assistant. She testified that she was not selected to the said post. Ex W-11 is the representation given by the I Party to the Chairman, LIC of India requesting to appoint her to the vacancy notified and if not, to keep vacant one post of Office Assistant till the instant case gets over.

14. None of the above documents produced and relied upon by the I Party renders any proof to the core point of controversy as to the status of employment at the time of her engagement under the II Party. Indeed, had it been an engagement as Daily Wager, she does not get entitled for any of the benefits sought in the Petition. The II Party Management to buttress its contention that the I Party was simply disengaged as there existed no further requirement of her service and she has not been a temporary employee capable of claiming any of the benefits sought for, relied upon various judicial pronouncements of the Hon'ble Apex Court. At the threshold it has to be observed that the I Party failed in showing any Rule, Law or Regulation nor any administrative order on the basis of which she claims reinstatement and regularization with continuity of Service and other monetory benefits. In order to high light the said aspect the II Party has relied upon the Hon'ble Supreme Court in **Subedar Singh and others vs. District Judge, Mirzapur and another 2001 1 SCC 37**.

15. It is contextually significant to follow the dictum laid down by the Hon'ble Apex Court in **State of Haryana vs. Jasmer Singh (1996 (11) SCC 77)** which reads :

> **"The respondents, therefore in the present appeals who are employed on daily wages cannot be treated as on a par with persons in regular service of the State of Haryana holding similar posts. Daily-rated workers are not required to possess the qualifications prescribed for regular workers, nor do they have to fulfil the requirement relating to age at the time of recruitment. They are not selected in the manner in which regular employees are selected. In other words the requirements for selection are not as rigorous. There are also other provisions relating to regular service such as the liability of a member of the service to be transferred, and his being subject to the disciplinary jurisdiction of the authorities as prescribed, which the daily-rated workmen are not subjected to. They cannot, therefore, be equated with regular workmen for the purposes for their wages. Nor can they claim the minimum of the regular pay-scale of the regularly employed"**

Referring to the said legal position the Hon'ble Apex Court in **State of Haryana and another vs. Tilak Raj and others (2003 (6) SCC 123)** held that a scale of pay is attached to a definite post and in case of a daily wager, he holds no posts. The I Party neither in her pleadings nor in evidence has made out the particular works she performed under the II Party, much less any material is placed by her as to the nature of the duties for which she was engaged by the II Party. The contention of the II Party in its Statement of Objection that the engagement of the I Party was for meeting the office exigencies to attend some unspecified jobs on payment of daily wage for the work performed is thus well founded.

16. In **Mohammed Ashif and others vs. State of Bihar and others (2010 (5) SCC 475)**, the Hon'ble Supreme Court held that the question of regularization of services of an Employee may arise only in situations where against an available clear vacancy an appointment is made on adhoc or on-daily wage basis by an authority competent to do so without any artificial break in service. The second situation in which the regularization could be granted is held to be where the initial entry of the employee against an available vacancy was found suffering from some flaws in the procedure in making the appointment though the person appointing was competent to make such initial recruitment and had otherwise followed the procedure prescribed for such recruitment. It is equally held that *"the all-important condition precedent for such regularization is that the initial entry of such employee must be made against the Sanctioned vacancy and by following the Rules and Regulations governing such entry*".

17. Similarly the constitution bench of the Hon'ble Apex Court in **State of Karnataka vs. Uma Devi (2006 (4) SCC 1)** held that *"If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued. Similarly, a temporary employee could not claim to be made permanent on the expiry of his term of appointment. It has also to be clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules. It is not open to the court to prevent regular recruitment at the instance of temporary employees whose period of employment has come to an end or of ad hoc employees who by the very nature of their appointment, do not acquire any right*." Here in the instant case the I party is claiming permanency and seeks for regularization mainly on the so called *"long duration of work"* (emphasis supplied) and not on any other valid ground. The dictum quoted above defeats her claim as it is bereft of valid support and devoid of merit.

18. Most of the rulings placed by the I party are not applicable to the facts of the case on hand. The Verdict of the Hon'ble High Court of Madras in **V Muthukumarasamy and others vs. The Chairman, LIC, Zonal Office dated 21.01.2007** also does not get any application in view of the fact involved in that case as the Petitioners therein were sponsored by the Employment Exchange and have been appointed on temporary basis from shortlisted candidates. As already observed, the I Party herein was not sponsored by Employment Exchange nor her engagement was in a clear vacancy by undergoing the Regular Recruitment process.

19. The I party further relied upon on the ruling of the Hon'ble High Court of Karnataka, Bengaluru in **R V Mohan Reddy vs. The Chairman, Karnataka Grameena Bank in WP No. 1944/2022 (L-RES) dated 10.02.2025** awarding 60% of Backwages to the Employee from the date of his termination reckoning the two decades of service he had under the management as a Peon on daily wage. As against that, the principle laid down by the Hon'ble Supreme Court in a plethora of rulings aforementioned consistently hold that the Casual Employment terminates when the same is discontinued, and merely because a temporary or casual worker has been engaged beyond the period of his employment, he would not be entitled to be absorbed into regular service or made permanent, if the original appointment was not in terms of the process envisaged by the relevant rules. So the legal position settled at rest by the Hon'ble Supreme Court disentitles the I party to put forth any claim of reinstatement, regularization, continuity of service or back wages with consequential benefits.

20. To sum up, the solitary materials viz., Ex W-1 vouchers show only pay for a single month in the respective years and there is no valid material proving that her engagement was continuous in nature and she performed duties under the II Party continuously till the date of her disengagement so as to show that her tenure of service at a time was more than 240 days in a calendar year and her disengagement was in violation of the provisions of Section 25F of the ID Act. So on legal principle and on factual matrix the I Party failed to establish a case on merit justifying the relief sought for in the instant Industrial Dispute. Eventually her Claim Petition fails and the same is liable to be dismissed. With this view Points No. 1 to 3 are answered accordingly.

21. **POINT NO. 4:** In view of the above discussion, the I party is held as not entitled for any relief.

22. In the result, the following Award is passed

AWARD

The Claim Petition is Dismissed. No order as to cost.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 17.07.2025)

K P INDIRA, Presiding Officer

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1498.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स एयरपोर्ट अथॉरिटी ऑफ़ इंडिया** के प्रबंधतंत्र के संबद्ध नियोजकों और **इंडियन एयरपोर्ट्स कामगार**

यूनियन के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली, पंचाट (रिफरेन्स न.-211/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025 को प्राप्त हुआ था।

[सं. एल-11011/5/2017-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1498.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 211/2017)** of the **Central Government Industrial Tribunal cum Labour Court-1, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Airports Authority of India** and **Indian Airports Kamgar Union** which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. L-11011/5/2017-IR(M)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1, NEW DELHI.

ID No.211/2017

The General Secretary, Indian Airports Kamgar Union(IAKU), Qtr. No. B-140, Pocket-A, INA Colony, New Delhi-110023.

…Claimant

Versus

The Regional Director (NR), M/s Airport Authority of India, Operational Offices, Rangpuri, New Delhi-110037.

…Management

AWARD

1. In the present case, a reference was received from the appropriate Government vide letter No-L-11011/5/2017-IR(M) dated 20.07.2017 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:

The Schedule

'Whether the demand of the Indian Airports Kamgar Union from the management of Airports Authority of India to withdraw he transfer order No. F. No. AAI/AT/FS/F-60/2016-EW/1569-1614 dated 24.05.2016 and office order No. AAI/RHQ-NR/AT/FS-60/Attachment/EW/2016/1555-1568 dated 20.05.2016 and the transfer of employees mentioned therein, is illegal and/or unjustified and if so to what relived\s are the workmen entitled?'

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. Claim statement was filed on behalf of the claimant.

3. Rebuttal written statement was also filed by the management. Thereafter, none appeared on behalf of the claimant to substantiate his claim.

4. Hence, in these circumstances this tribunal has no option except to pass the no dispute award. No dispute award is passed accordingly. File is consigned to the record room. A copy of this award is hereby send to the appropriate government for notification under section 17 of the I.D. Act, 1947.

Date: 21.07.2025

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1499.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **स्टील अथॉरिटी ऑफ़ इंडिया लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **सेल एम्प्लाइज यूनियन** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली, पंचाट (रिफरेन्स न.-220/2023)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-126]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1499.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 220/2023)** of the **Central Government Industrial Tribunal cum Labour Court-1, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Steel Authority of India Limited** and **SAIL Employees Union** which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. Z-16025/04/2025-IR(M)-126]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1, NEW DELHI.

ID No.220//2023

The General Secretary, SAIL Employees Union Corporate Office, Union Room, ISPAT Bhawan, Lodhi Road, New Delhi-110003.

…Claimant

Versus

The Director, (Personnel) Steel Authority of India Limited, ISPAT Bhawan,

Lodhi Road, New Delhi-110003

…Management

AWARD

2. In the present case, a reference was received from the appropriate Government vide letter No-ND-25/I-08/2023-IR dated 12.10.2023 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:

SCHEDULE

"*Whether the action of the management of M/s Steel Authority of India Ltd., New Delhi in transferring Sh. Raj Solanki, Section Officer and General Secretary of SAIL Employees Union Corporate Office from SAIL Corporate office at New Delhi to Central Marketing Organization, Coimbatore vide order dated 02.03.2023, is illegal and/or unjustified and if yes, then what relief is he entitled and what directions are necessary in this respect?"*

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favor of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain

away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

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

Date: 18.07.2025

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1500.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स मिडवेस्ट ग्रेनाइट प्राइवेट लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **मिडवेस्ट ग्रेनाइट्स प्राइवेट लिमिटेड, सुपरवाइजर वर्कर्स यूनियन** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.-10/2025)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-127]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1500.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 10/2025)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Midwest Granite Pvt. Ltd.** and **Midwest Granites Pvt. Ltd., Supervisor Workers Union** which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. Z-16025/04/2025-IR(M)-127]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - Sri IRFAN QAMAR

Presiding Officer

Dated the 27th day of June, 2025

INDUSTRIAL DISPUTE No. 10/2025

Between:

The General Secretary,

Midwest Granites Pvt. Ltd.,

Supervisor Workers Union E2779

IFTU, Arnapalli, Ksamudram,

Warangal, Mahabubabad-506112.

.....Petitioner

AND

1. The General Manager,
   M/s Midwest Granite Pvt. Ltd.,
   Sy.No. 18, Arnapally, Kesamudram,
   Mahabubabad-506112.
2. The General Manager,
   M/s Midwest Granite Pvt. Ltd.,

H.No.8-2-684/3/25, Road No.12,

Banjara Hills, Hyderabad-500036. **…..Respondent**

Appearances:

For the Petitioner : None

For the Respondent: Dr. K K H M Syam Sundar, advocate

AWARD

The Government of India, Ministry of Labour by its Order no. 1/1/2025-B1 dated 20.01.2025 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s Midwest Granite Pvt. Ltd., and their workmen. The reference is,

SCHEDULE

"1. "Whether the Union has Locus standi to represent the workmen involved in this disputes?"

"2. "Whether the allegation by the Union regarding termination of workmen by the management of M/s Midwest Granites Pvt. Ltd., is true or false? If true, what relief the workmen are entitled to?"

The reference is numbered in this Tribunal as I.D. No 10/2025 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Despite service of notice and sufficient opportunity didn't filed any claim statement and documents. Hence, In absence of claim statement 'no-claim' Award is passed. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 27th day of June, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1501.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स लार्सन एंड टुब्रो लिमिटेड; नेशनल हेड पेरोल सर्विसेज** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री वी.वी. शंकर राव** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.-39/2022)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-128]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1501.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 39/2022)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Larsen & Toubro Limited; National Head Payroll Services** and **Sri V.V Sankar Rao** which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. Z-16025/04/2025-IR(M)-128]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 16th day of July, 2025

INDUSTRIAL DISPUTE No. 39/2022

Between:

Sri V.V Sankar Rao,
D.No. 2-233, Mossayyapeta,
4th Street, Choudapalli, Village,
Atchuthapuram, Visakhapatnam-531011.

…… **Petitioner**

AND

1. The Head-IR,
   M/s Larsen & Toubro Limited,
   Plot No. 176, Survey No. 45, D Block,
   Auto Nagar, Chinagantyada Village,
   Visakhapatnam-530012.
2. Sri Anuroop S.S.,
   National Head Payroll Services,
   M/s Service Care Pvt. Ltd., 1st floor,
   2nd Main Road, Damlur Layout,
   Bengaluru-560071.

….. **Respondent**

Appearances:

For the Petitioner : Sri M. Bharat Chandra, advocate

For the Respondent: Sri Raman Parasuraman, advocate

AWARD

The Government of India, Ministry of Labour by its F.No. 8/10/2022-B1 dated 11.02.2022 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s Larsen & Toubro Limited, and their workmen. The reference is,

SCHEDULE

"Whether the action of the management of M/s Service Care Pvt. Ltd. Contractor of M/s Larsen & Toubro Limited, main contractor of DRDO, Project Varsha (Indian Navy), Visakhapatnam in terminating the services of Sri V.V Sankar Rao, Ex-Safety Steward is legal and justified or not? If not, to what relief the workman is entitled to?

The reference is numbered in this Tribunal as I.D. No 39/2022 and notices were issued to the parties concerned.

2. Today case is reserved for order. Perused the record. Petitioner filed the claim petition to set aside the termination order dated 27.1.2021 passed by Respondent and also to direct the Respondent to reinstate him into the services with continuity of service along with back wages. Respondent filed counter and case was fixed for petitioner evidence. Despite sufficient opportunity, Petitioner did not adduce any evidence in support of his claim. As the claim of the Petitioner is not substantiated by any evidence, therefore, 'No claim' award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 16th day July, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1502.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **इन्वेंटा इंडस्ट्रीज प्राइवेट लिमिटेड; मेसर्स एल एंड टी, एनर्जी हाइड्रोकार्बन; सी/ओ एचपीसीएल** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री पी रवि किरण कुमार** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.-60/2024)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-129]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1502.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 60/2024)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Inventaa industries Pvt. Ltd; M/s L & T, Engery Hydrocarbon; C/o HPCL** and **Sri P Ravi Kiran Kumar** which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. Z-16025/04/2025-IR(M)-129]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 11th day of July, 2025

INDUSTRIAL DISPUTE No. 60/2024

Between:

Sri P Ravi Kiran Kumar,

Malkapuram,

Visakhapatnam,

AP-530012. .....Petitioner

AND

1. The General Manager,
   Inventaa industries Pvt. Ltd.,
   Manjeera Majestic Commericial
   No. 618 & 619, KPBH, Hyderabad-500085.
2. M/s L & T, Engery Hydrocarbon,
   C/o HPCL, Visakh Refinery, Malkapuram,
   Post Box No. 15, Visakhapatnam-530011.
3. The Executive Director,
   C/o HPCL, Visakh Refinery, Malkapuram,
   Post Box No. 15, Visakhapatnam-530011.

… Respondents

Appearances:

For the Petitioner : None

For the Respondent: Shri V.L.V. Kesava Rao, advocate of R1

AWARD

The Government of India, Ministry of Labour by its order No.8/39/2024-B1 dated 11/12/2024 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. HPCL, Visakhapatnam and their workmen. The reference is,

SCHEDULE

"Whether the action of the management of M/s Inventaa industries Pvt. Ltd.,

Sub-contractor of M/s L & T Energy Hydrocarbon main contractor of Hindustan petroleum Corporation Limited, Visakh Refinery, Visakhapatnam in terminating the services of Sri P Ravi Kiran Kumar without complying Section 25-F of Industrial Disputes Act, 1947 is legal and justified? If not, what relief the workman is entitled to?"

The reference is numbered in this Tribunal as I.D. No. 60/2024 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Notice sent to the petitioner by register post returned with endorsement "insufficient addres, H/R to sender" and also "no such person at given address". It seems petitioner do want to prosecute his case. Therefore, a 'no-claim' Award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, Lower Division Clerk , corrected by me on this the 11th day of July, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1503.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एलआईसी ऑफ़ इंडिया** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री पी. अशोक** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट** (**रिफरेन्स न.-179/2014**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025 को प्राप्त हुआ था।

[सं. एल-17012/60/2014-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1503.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 179/2014)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **LIC of India** and **Sri P. Ashok** which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. L-17012/60/2014-IR(M)]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 10th day of July, 2025

INDUSTRIAL DISPUTE No. 179/2014

Between:

Sri P. Ashok S/o Ramesh,

D.No: 16-38, Duvva (PO),

Tanuku (M),

West Godavari-534156.

..... Petitioner

AND

1. The Branch Manager,
   LIC of India,
   Tanuku Branch,
   West Godavari Distt. -
2. The Sr. Divisional Manager
   LIC of India, Divisional Office,
   Jeevan Godavari, Morampudi,
   Rajahmundry- … Respondents

Appearances:

For the Petitioner : Shri V.V. Rama Krishna, Advocate

For the Respondent: Shri Venkatesh Dixit, Advocate

AWARD

The Government of India, Ministry of Labour by its order No.L-17012/60/2014 (IR(M)) dated 04.08.2014 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of LIC of India and their workmen. The reference is,

SCHEDULE

"Whether the removal from service of Sri P. Ashok, Ex-Temp. Class-IV LIC of India, Tanuka Branch w.e.f. 28.1.2013 is legal and justified. If not, what other relief the workman is entitled to?"

The reference is numbered in this Tribunal as I.D. No. 179/2014 and notices were issued to the parties concerned.

2. After filing claim statement Petitioner remained absent. Despite sufficient opportunity accorded to him, the Petitioner did not adduce any evidence to substantiate his claim. Perused the record. Since the Petitioner has not substantiated his claim by any evidence, therefore, a 'No-claim' award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected by me on this the 10th day of July, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the	Witnesses examined for the Petitioner Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1504.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **सेल-आईएसपी** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री दिनेश शर्मा** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, आसनसोल, पंचाट** (रिफरेन्स न.-21/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025 को प्राप्त हुआ था।

[सं. एल-26011/17/2017-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1504.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 21/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Asansol** as shown in the Annexure, in the Industrial dispute between the employers in relation to **SAIL-ISP** and **Shri Dinesh Sharma** which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. L-26011/17/2017-IR(M)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL.

PRESENT: Shri Ananda Kumar Mukherjee,
Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 21 OF 2017

PARTIES: Dinesh Sharma

Vs.

Management of SAIL-ISP, Burnpur

REPRESENTATIVES:

For the Union: Mr. P.K. Das, Advocate

For the Management: Mr. Ayan Ranjan Mukherjee, Advocate

INDUSTRY: Iron and Steel.

STATE: West Bengal.

Dated: 20.06.2025

AWARD

On failure of conciliation proceeding, the Government of India through the Ministry of Labour, in exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), vide its Order **No. L-26011/17/2017-IR(M)** dated 05.12.2017 has been pleased to refer the following dispute between the employer, that is the Management of SAIL-ISP, Burnpur and their workman for adjudication by this Tribunal.

SCHEDULE

"Whether the action of the management of M/s. SAIL-ISP, Burnpur, in not paying the applicable House Rent Allowance to Sri Dinesh Sharma from September 2013 even though the workman vacated his quarters is just and legal? If not, to what relief the workman is entitled to?"

1. On receiving Order **No. L-26011/17/2017-IR(M)** dated 05.12.2017 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 21 of 2017** was registered on 19.12.2017 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. Dinesh Sharma filed written statement in this case on 12.02.2018. Fact of the case as disclosed in the written statement is that Dinesh Sharma, bearing P.No. 66577 is a permanent employee of SAIL-ISP, Burnpur and is posted as Sr. Technician Traffic at SAIL-ISP, Burnpur. He submitted an application before the management of the company on 12.08.2013 for surrendering his quarters bearing No. KS-23/3&4. The two single units of quarters were surrendered by him on 04.09.2013. The contention of the workman is that though he has surrendered and delivered possession of the quarters on 04.09.2013, the management has not paid him any House Rent Allowance since September 2013 after several representation in this matter. Mr. Anupam Roy, DGM (TS), SAIL-ISP, Burnpur in his correspondence with ALC (C), Asansol on 08.05.2017 admitted that the quarters were taken over by Town service Department on 04.09.2013 but as per internal guidelines dated 19.08.2013, House Rent Allowance could not be granted to Dinesh Sharma. The management however failed to produce any such guidelines dated 19.08.2013 disqualifying Dinesh Sharma from his right to shelter. Workman further contended that management cannot deny him payment of House Rent Allowance under any circumstances. In this Industrial Dispute raised by the union on behalf of the workman, it is contended that the workman is entitled to get House Rent Allowance from the employer on account of his employment from September 2013.

3. The management of the employer company contested the Industrial Dispute by filing written statement on 30.05.2018 through Mr. Anupam Roy, DGM (TS), SAIL-ISP, Burnpur. It is contended therein that the Industrial Dispute is not maintainable under the law. It is admitted that Dinesh Sharma along with two others have surrendered their quarters and submitted applications for payment of House Rent Allowance as per prescribed rules of the company. The management claimed to have enquired and investigated into the matter and also heard the concerned workman. It was found that the name of Dinesh Sharma was not recorded in the Receiving Register and there was no entry in the Receiving Register that application had been filed on surrendering of quarters. It is further contended that the workman is not entitled to any House Rent Allowance as prayed for and the Industrial Dispute raised by him is liable to be dismissed.

4. To establish his claim Dinesh Sharma has been examined as WW-1. He has reiterated the case disclosed in the written statement and filed a copy of his application regarding surrender of his quarters bearing no. No. KS-23/3&4, Burnpur. The copy of application appears to have been received by the representative of the company on 12.08.2013. The copy of application is admitted in evidence as Exhibit W-1. The workman stated that he has surrendered the quarters on 04.09.2013. In his evidence, the witness produced the following documents:

(i) Copy of application of Dinesh Sharma dated 12.08.2013 as Exhibit W-1.

(ii) Letter dated 02.09.2013 issued by K.N. Bhattacharjee, Assistant Manager (Estate) addressed to Sk. F.A. Siddique has been produced as Exhibit W-2.

(iii) A document relating to handing over possession of the quarters by Dinesh Sharma in good condition bearing signatures of Dinesh Sharma and Sk. F.A. Siddique, the new allottee has been produced as Exhibit W-3.

(iv) A statement regarding taking over of quarters from Dinesh Sharma and handing over to Sk. F.A. Siddique on 04.09.2013 has been produced as Exhibit W-3.

(v) Letter issued by Anupam Roy, DGM (TS) addressed to ALC (Central), Asansol dated 08.05.2017 has been produced as Exhibit W-5. In the said letter it is disclosed that as per internal guidelines for payment of House Rent Allowance vide Ref. No. PL/OD/12/1291 dated 19.08.2013, House Rent Allowance may be paid to the employee in the event of non-availability of company's accommodation and the employee cannot surrender his accommodation and claim payment of House Rent Allowance. It is further stated in the letter that the application of Dinesh Sharma was received after issuance of internal guidelines dated 19.08.2013.

Witness deposed that the application was submitted by the concerned person by hand but no receiving stamp was affixed on the application. It is admitted that the quarters has been handed over and the Town Service Department has received the same on 04.09.2013.

(vi) Workman has filed a Memo No. LW/Q-L&O Pen/1682 dated 03.06.2004, the document indicated that on vacating the Quarter No. KS-23/4 by Sri S.P. Verma on 08.06.2004, the same was handed over to Dinesh Sharma. Documents relating to Fitment of items in the said quarters have been collectively marked as Exhibit W-6.

(vii) Allotment letter of Quarter No. KS-23/3 in favour of Dinesh Sharma under Memo No. LW/Q-L&O Pen/961 dated 17.05.2010 and fitment of items in respect of the quarters have been produced as Exhibit W-7.

In his cross-examination, Dinesh Sharma deposed that he was temporarily allotted with the quarters in the year 2004 and subsequently in the year 2010. Two single units of quarters were allotted in his favour treating them as a composite unit. Witness deposed that since he has built his own house, he surrendered company's quarters in the year 2013 and he is not receiving House Rent Allowance since September 2013. Witness denied that the employer company has issued any circular notifying that if any quarters is allotted to any employee at any point of time, he would not be entitled to House Rent Allowance even after surrendering such quarters.

5. Management has examined Shri Sanjay Kumar as MW-1 who filed his affidavit-in-chief in support of management's case. The witness stated in his affidavit that as per rules, the company does not pay House Rent Allowance to employees/workmen in case the housing accommodation is available for such employee. Witness further stated that on basis of application/representation of Dinesh Sharma, a committee was constituted by management for verification and examining the workman's claim that he vacated the company's quarters prior to 19.08.2013. The said committee looked into the records but could not find any documentary evidence to substantiate the claim of the workman that he had submitted the application for vacating company's quarters on 12.08.2013. As such his claim was denied. In his Examination-in-chief, the management witness stated that employee is entitled to 20% of basic pay as House Rent Allowance but if he has any quarters under his possession or occupation, he will not be entitled to House Rent Allowance. In course of his cross-examination, the witness admitted that Dinesh Sharma has surrendered his quarters on 04.09.2013 and the possession of same was taken over by the Civil and Electrical department of the company. Management has produced some documents relating to payment of House Rent Allowance to the employees of SAIL and internal guidelines dated 19.08.2013 which have been collectively marked as Exhibit M-Series. It transpires from his evidence that though in the paragraph three (3) of his affidavit he stated that as per rules of the company, no House Rent Allowance is granted to the employees in case housing accommodation is available for such employees, he has not produced the rules in support thereof.

6. The crux of the issue in this case is whether Dinesh Sharma, who surrendered company's accommodation on 04.09.2013 is entitled to any House Rent Allowance or not?

7. Mr. Ayan Ranjan Mukherjee, learned advocate for the management of SAIL-ISP arguing the case submitted that there is no dispute regarding handing over possession of allotted quarters by the Dinesh Sharma on 04.09.2013. He also concedes the facts that a person not enjoying any accommodation of the company is entitled to House Rent Allowance but for the purpose of claiming the same he has to submit his application in a prescribed format superscribed as 'Format for application for grant of House Rent Allowance'. Alternatively, learned advocate argued that the issue of House Rent Allowance for new recruits has been covered by internal guidelines where it is decided that in interest of uniformity, both executive and non-executive employees who want House Rent Allowance may apply for payment of House Rent Allowance as per the standard format. It is further asserted that the internal guidelines provide the employees who are availing House Rent Allowance facility may be persuaded to shift to quarters and the Estate Department may write to the concerned employees advising them to apply for quarters. In the event quarters are allotted, House Rent Allowance facilities would be withdrawn. Learned advocate argued that since the aggrieved workman did not submit his application in standard format, he is not entitled to receive House Rent Allowance.

8. Mr. P.K. Das, learned advocate for the union argued that there is no internal guideline of the employer company disqualifying the workman from receiving House Rent Allowance even when he has surrendered his quarters. It is argued that the workman has surrendered his quarters on 04.09.2013. As such he is entitled to House Rent Allowance from September 2013 till date.

9. I have considered the arguments advanced by learned advocates for the management and union representing the aggrieved workman. Also considered the pleading of parties and evidence adduced by them in support of their case. Admittedly the workman who was allotted two units of quarters at different timesfor his accommodation bearing No. KS-23/3 and No. KS-23/4, surrendered the quarters to Assistant Manager (Estate), SAIL-IISCO Steel Plant, Burnpur and his application was received by the office on 12.08.2013 (Exhibit W-1). The said quarters was allotted to Sk. F.A. Siddiqui on 04.09.2013 and the same finds support from document filed as Exhibit W-2, W-3 and W-4. The workman has claimed for House Rent Allowance from September 2013 which has been denied by the management. Hence, this dispute. It is gathered from Exhibit M-Series that an internal guideline dated 19.08.2013 has been issued by Sr. Manager (Personnel-OD) of SAIL-ISP, Burnpur bearing No. PL/OD/12/1291, which states that in case of new employees in the company, in the event of non-availability of accommodation, House Rent Allowance may be paid and the concerned employee on submitting application in standard format to the concerned establishment section of the Personnel Department. It is clear that this provision is applicable only in the case of new employees.

10. In the latter portion of the guideline it is provided that considering the present condition of K/KA type quarters, the new ACTs/OCTs who do not accept the said quarters may be paid House Rent Allowance after completion of their training period and placement in the regular grade subject to the condition that better type quarters are not available for allotment to the concerned employee, and the Estate Department certifies to this effect. The said provision is not applicable to Dinesh Sharma since he is not a new employee. In as much as the employees who are already availing HRA facility, the Estate Department has been advised to write letters to the concerned employees advising them to apply for quarters and in event of allotment of the same the HRA facility would be withdrawn. In the instant case, the workman has surrendered his KS type quarters. Management has not been able to produce any document to indicate that the Estate Department had communicated such provision of internal guideline to the workman or offered any better quarters to him. The workman is still in the service of the company and raised the dispute in the year 2017. According to the guidelines of the company, employees surrendering their quarters within a period of one year prior to the scheduled date of superannuation

will not be entitled to receive House Rent Allowance. The corollary deduced from this is that a person who surrendered his quarters long before his superannuation or more than one year before his superannuation is entitled to House Rent Allowance. Under the facts and circumstances, I hold that the aggrieved workman Dinesh Sharma is entitled to receive House Rent Allowance from 04.09.2013 till date according to the prevailing rates applicable. For the purpose of receiving House Rent Allowance, the workman is required to submit his application in the standard format which has to be provided to him by the Estate Department.

Hence,

ORDERED

The Industrial Dispute is allowed on contest in favour of the workman. Management of SAIL-ISP, Burnpur is directed to pay House Rent Allowance to Dinesh Sharma w.e.f. 04.09.2013 till date, on the basis of applicable rates from time to time. The management shall pay current and arrear House Rent Allowance to the concerned workman within two months from the date of communication of order on receiving his application in standard/prescribed format which shall be submitted within a fortnight from the Award. Let an Award be drawn up on the basis of my above findings. Let copies of the Award in duplicate be sent to the Ministry of Labour, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE**,** Presiding Officer

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1505.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **हिंदुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री बलिराम जामाजी खंडारे** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर, पंचाट (रिफरेन्स न.-140/2000)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025 को प्राप्त हुआ था।

[सं. एल-30012/17/1998-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1505.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 140/2000)** of the **Central Government Industrial Tribunal cum Labour Court, Nagpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Hindustan Petroleum Corporation Ltd.** and **Shri Baliram Jamaji Khandare** which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. L-30012/17/1998-IR(M)]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/140/2000 Date: 25.07.2025.

Party No.1: The G. M. (IR) Petroleum House,

Hindustan Petroleum Corporation Ltd.,

West Zone, R & C Building House,
MUMBAI, 400008.
Hindustan Petroleun Corporation Ltd.,
Sr. Depot Superintendent,
At Village Gaigaon, Tah. Akola
Akola (MS)
The Sr. Regional Manager, Regional Office,
Hindustan Petroleum Corporation Ltd.,
Post Box No. 8 2nd Floor, Oriental Building,
Nagpur, 440001.

V/s.

Party No.2: Shri Baliram Jamaji Khandare
R/o Mazod Tq Patur Akola (MS),

(Dated: 25th July, 2025)

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 HPCL and their workman Shri. Baliram Jamaji Khandare for adjudication, as per letter **No. L-30012/17/98 (IR(M) dated 20.04.1999,** with the following schedule: -

"Whether the action of the management of Hindustan Petroleum Corporation Ltd., through its General Manager West Zone, R & C Building, Byculla, Mumbai, Sr. Depot Superintendent, Akola and Sr. Regional Manager, Regional Office, Nagpur, in dismissing the service of Shri Baliram Jamaji Khandare, R/o. Mazod, Akola, w.e.f. 16.06.1996 is legal and justified? If not, to what relief the workman is entitled?"

2. Case is called out. Learned counsel for the respondent is present before the court. None appeared on behalf of the petitioner. Petitioner is not responding and attending the Court since 21.02.2020.

From perusal of record, it is apparent that statement of claim and written statement have been filed by the parties respectively. Petitioner has not filed any evidence to prove his case. Petitioner is not coming to the Court since long back. It appears that, he is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

ORDER

The action of the management of Hindustan Petroleum Corporation Ltd., through its General Manager West Zone, R & C Building, Byculla, Mumbai, Sr. Depot Superintendent, Akola and Sr. Regional Manager, Regional Office, Nagpur, in dismissing the service of Shri Baliram Jamaji Khandare, R/o. Mazod, Akola, w.e.f. 16.06.1996 is legal and justified. The workman is not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1506.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स न्यू इंडिया एश्योरेंस कंपनी लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री राजेश सुरेंद्र बिनकर** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर, पंचाट (रिफरेन्स न.-13/2019-20)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025 को प्राप्त हुआ था।

[सं. एल-17012/44/2007-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1506.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 13/2019-20)** of the **Central Government Industrial Tribunal cum Labour Court, Nagpur** as shown in the Annexure, in the Industrial dispute between the employers

in relation to **M/s New India Assurance Co. Ltd.** and **Shri Rajesh Surendra Binkar** which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. L-17012/44/2007-IR(M)]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/13/2019-20 Date: 03.07.2025.

Party No.1: 1. The Branch Manager,
M/s New India Assurance Co. Ltd.
Raj Kamal Building, 2nd Floor,
Panchsheel Chowk, Wardha Road,
Nagpur (Maharashtra).

2. The Regional Manager,
M/s New India Assurance Co. Ltd.
Regional Office, MECL Building Ambedkar Bhawan,
4th Floor, T.V. Tower Square, Nagpur.

V/s.

Party No.2: Sh. Rajesh Surendra Binkar,
R.o Plot No. 21, Vasant Nagar,
Rangubai Layout, Post-Bhagwan Nagar,
Nagpur (Maharashtra)-27.

AWARD

(Dated: 03rd Jully, 2025)

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 M/s. New India Assurance Co. Ltd., Nagpur, and their workman Shri. Rajesh Surendra Binkar, for adjudication, as per letter **No. L-17012/44/2007-(IR(M) dated 21.05.2019,** with the following schedule:-

"Does there exist employee-employer relation between Shri Rajesh Surendra Binkar and New India Assurance Co. Ltd., Nagpur under ID Act, 1947?

If yes, whether the termination of the services of Shri Rajesh Surendra Binkar w.e.f. 20.11.2006 by the management of M/s New India Assurance Co. Ltd., Nagpur is legal, just and proper? If not, to what relief Shri Rajesh Surendra Binkar is entitled to and from which date? What other directions, if any, are necessary in the matter?"

2. Case is called out. Both parties are absent. Both partes are not responding and attending the Court since 22.11.2021. No statement of claim and written statement have been filed by the parties respectively till today. No other evidence has been filed by the petitioner to prove his case. Petitioner is not coming to the Court since long back. It appears that, he is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

ORDER

The termination of the services of Shri Rajesh Surendra Binkar w.e.f. 20.11.2006 by the management of M/s New India Assurance Co. Ltd., Nagpur is legal, just and proper. The workman is not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1507.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स मैंगनीज ओर इंडिया लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री. हरिहर मलिक,**

अध्यक्ष/महासचिव, राष्ट्रीय मजदूर मंच के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर, पंचाट (रिफरेन्स न.-02/2021-22)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025 को प्राप्त हुआ था।

[सं. एल-27011/1/2021-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1507.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 02/2021-22)** of the **Central Government Industrial Tribunal cum Labour Court, Nagpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Manganese Ore India Ltd.** and **Shri. Harihar Malik, President/General Secretary, Rashtriya Mazdoor Manch** which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. L-27011/1/2021-IR(M)]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/02/2021-22 Date: 02.07.2025.

Party No.1:

1. The Mines Manager,
   M/s Manganese Ore India Ltd.
   Ukwa Mine, PO- Ukwa, The Paraswada,
   District-Balaghat(MP)-481105.
2. The Mines Manager,
   M/s Manganese Ore India Ltd.,
   Tirodi Mine, PO & The-Tirodi,
   District-Balaghat(MP)-481449.
3. The Mines Manager,
   M/s Manganese Ore. India Ltd.,
   Sitapatore Mine, PO-Sukali, The Tirodi,
   District-Balaghat(MP)-481449.
4. The Mines Manager,
   M/s Manganese Ore India Ltd.,
   Bharveli Mine, PO-Bharveli,
   The Balaghat(MP)-481102.

V/s.

Party No.2: Shri. Harihar Malik, President/General Secretary, Rashtriya Mazdoor Manch, Tumsar (BMS), N.No.-537, Shree Ram Nagar, Durga Colony, Tumsar, District-Bhandara(MH)-441912.

AWARD

(Dated: 02th Jully, 2025)

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 M/s MOIL Limited., and their Union/Rastriya Mazdoor, Tumsar, for adjudication, as per letter **No. L-27011/1/2021 (IR(M) dated 12.03.2020,** with the following schedule:-

"Whether the demand as raised by union Rashtriya Mazdoor, Tumsar, (BMS), District Bhandara (Maharashtra) against the Management of MOIL, Nagpur for having a separate fresh Standing Order certified by the RLC(C), Jabalpur for 04 mines of MOIL situated in Madhya Pradesh i.e. Bharveli Mines, Tirodi Mines, Sitapatore Mines and Ukwa Mines, is legal & justified? If so, what other directions are necessary in this regard?"

2. Case is called out. Learned Counsel for the respondent/management Shri. Harshal Ghumde is present before the Court but no one is present on behalf of the petitioner.

From perusal of record, it is apparent that notice has been served to the petitioner on 17.05.2021. But despite service of notices, petitioner is not coming to the Court since 23.07.2021. No statement of claim has been filed by the petitioner till today. No other evidence has been filed by the petitioner to prove his case. Petitioner is not coming to the Court since long back. It appears that, he is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

ORDER

The demand as raised by union Rashtriya Mazdoor, Tumsar, (BMS), District Bhandara (Maharashtra) against the Management of MOIL, Nagpur for having a separate fresh Standing Order certified by the RLC(C), Jabalpur for 04 mines of MOIL situated in Madhya Pradesh i.e. Bharveli Mines, Tirodi Mines, Sitapatore Mines and Ukwa Mines, is illegal & unjustified. The Union is not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1508.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स एसीसी लिमिटेड; मेसर्स कुमार राम** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री अशोक कम्पेल्ली** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर, पंचाट (रिफरेन्स न.-42/2015-16)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025 को प्राप्त हुआ था।

[सं. एल-29012/44/2015-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1508.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 42/2015-16)** of the **Central Government Industrial Tribunal cum Labour Court, Nagpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s ACC Ltd; M/s. Kumar Ram** and **Shri Ashok Kampelli** which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. L-29012/44/2015-IR(M)]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD, PRESIDING OFFICER,

CGIT-CUM-LABOURT COURT, NAGPUR

Case No.CGIT/NGP/42/2015-16 Date: 04.07.2025.

Party No.1 : The Plant Director,
M/s. ACC Ltd.,,
Post: Cement Nagar,
Chandrapur (MS).

: M/s. Kumar Ram,

ACC Contractor, Post Cement Nagar,

Chandrapur (MS)

Versus

Party No.2 : Shri Ashok Kampelli.

Represented through Shri D.G. Lohakare,

President, Vidarbha General Labour Union,

Nakoda, Cement Nagar

Chandrapur (MS).

AWARD

(Dated: 4th July, 2025)

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 ACC Ltd. and their workman Sh. Ashok Kampelli, for adjudication, as per letter **No.L-29012/44/2015-IR (M) dated 14.12.2015,** with the following schedule:-

"Whether the action of the management of M/s. ACC Ltd.,Chanda Cement Works, Chandrapur in terminationg the services of Shri Ashok Kampelli worker orally through the Contrator M/s. Kumar Ram without complying the relevant provision of law and denying to reinstate in service to extend any relief is legal and justified? If not, what relief the workman is entitled to?"

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement, in response to which, the union Vidarbha General Labour Union, ("the union" in short) filed the statement of claim on behalf of the petitioner and the management of M/s. ACC Ltd., ("party no.1" in short) filed the written statement. Workman filed his rejoinder as well as evidence on affidavit. The case is fixed for examination-in-chief and cross-examination of the workman.

Meanwhile, during the pendency of the case before this Tribunal, today a joint Pursis is filed by the parties mentioning that the dispute has been settled amicably and did not want to prosecute further in the matter. So considering the facts mentioned in the pursis the award is passed.

Both parties have settled the dispute amicably in terms and conditions mentioned in the pursis signed by both the parties.

Hence, it is ordered:-

ORDER

"The reference is answered in favour of the workman in terms of the settlement mentioned in the Pursis. The Pursis dated 04.07.2025 is made part of the award."

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

BEFORE THE HON'BLE PRESIDING OFFICER, C.G.I.T. CUM LABOUR COURT AT NAGPUR

Reference IDA No.CGIT/NGP/42/2015-16

Party No. 1: 1a) The Plant Director,
M/s. ACC Ltd., Post Cement Nagar,
Chandrapur (M.S.)

1b) M/s. Kumar Ram, ACC Contractor,
Post Cement Nagar, Chandrapur
(M.S.)

AND

Party No.2: Ashok Kampelli,
Aged about 40 Years,
Occ.: Presently in Private Service, R/o.
C/o. Amrai, Tilak Nagar, Ward No.1,
Ghuggus, District - Chandrapur.

PURSIS

The above named Party No.2 most humbly and respectfully begs to submit as under: -

1. That, the subject matter under reference is of oral termination of services of the Party No.2 dated 10/12/2014.

2. That, the Party No.2 presently is gainfully employed and therefore, does not want to continue with the above reference.

3. That, the matter has been settled out of Court, between the Party No.2 employee and the Party No. 1A & 1B

4. Apart from this the Party No.1.b has paid me Rs.14,580/- by way of cheque vide Cheque No.279588 dated 04/07/2025 drawn on Union Bank, Dhantoli Branch, Nagpur. This amount is full and final settlement between the parties particularly Party No.1.b and Party No.2.

5. Thus, I have no monitory claim or claim of reinstatement and of back wages or whatsoever arising out of my employment with the Party No. & 1B. I do not want now to prosecute with this reference hereinafter. Therefore, the aforesaid reference may kindly be disposed off in terms of this pursis. I have no claim of any nature against Party no 1A. P.F. settlement would be settled by Party No 1B

Hence, this pursis.

Nagpur
Date : 04/07/2025

K. Ashok
Party No.2

4/07/2025
C. F. Party No.2
Adv. R. N. Sen

Mrs P Mohrir
Party No.1.a
C. F. Party No.1.a
Adv. R. E. Mohrir

Adv. P.R. Mohrir 4/7/2025
Party No.1.b
C. F. Party No.1.b
Adv. S. G. Nigot

नई दिल्ली, 6 अगस्त, 2025

का.आ. 1509.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स मॉयल लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री राम कृपाल खुर्सेल, अध्यक्ष, मॉयल जनशक्ति मजदूर संघ** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर, पंचाट (रिफरेन्स न.-28/2021-22)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.08.2025 को प्राप्त हुआ था।

[सं. एल-27011/04/2022-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2025

S.O. 1509.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 28/2021-22)** of the **Central Government Industrial Tribunal cum Labour Court, Nagpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s MOIL Ltd.** and **Shri Ram Kripal Khursel, President, MOIL Janshakti Mazdur Sangh** which was received along with soft copy of the award by the Central Government on 06.08.2025.

[No. L-27011/04/2022-IR(M)]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/28/2021-22 Date: 10.07.2025.

Party No.1: The Chairman-cum-Managing Director,

M/s MOIL Ltd.,

MOIL Bhawan,

1 A Katol Road, Nagpur- 440013.

V/s.

Party No.2: Shri Ram Kripal Khursel , President,

MOIL Janshakti Mazdur Sangh, Balaghat (MP),

C/o Smt.Kalpana randive, General Secretary,

MOIL Janshakti Majdur Sangh, MOIL Ltd.,

MOIL Bhawan,

1 A Katol Road, Nagpur – 440013.

AWARD

(Dated: 10 July, 2025)

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 MOIL, and their union MOIL Janshakti Mazdoor Sangh for adjudication, as per letter **No. L-27011/04/2022 (IR(M) dated 22.02.2022,** with the following schedule:-

"Whether the demand of the MOIL Janshakti Mazdoor Sangh against the management of Moil Limited, Nagpur for rectifying the Recruitment & Promotion Rules, 2013 and non- implementation of the Recruitment & promotion Rules with Part- II by the management is just fair & legal? If yes, What relief the workman are entitled to?"

2. Case is called out. Both parties are absent, despite service of notices. No Statement of claim and written statement have been filed by the parties respectively till today. From perusal of record, it is apparent that both parties are not coming to the court since long back. It appears that they are not interested to contest the case further more. Petitioner has not filed any evidence to prove his case. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

ORDER

The demand of the MOIL Janshakti Mazdoor Sangh against the management of Moil Limited, Nagpur for rectifying the Recruitment & Promotion Rules, 2013 and non- implementation of the Recruitment & promotion Rules with Part- II by the management is unjust unfair & illegal. The workman is not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 7 अगस्त, 2025

का.आ. 1510.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ऑर्डिनेंस फैक्ट्री के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **नागपुर** के पंचाट (08/2020-21) प्रकाशित करती है।

[सं. एल-12025/01/2025-आईआर(बी-II)-102]

सलोनी, उप निदेशक

New Delhi, the 7th August, 2025

S.O. 1510.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.08/2020-21*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Nagpur* as shown in the Annexure, in the industrial dispute between the management of Ordinnce Factory their workmen.

[No. L-12025/01/2025- IR(B-I)-102]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/Appln/08/2020-21 Date: 13.06.2025.

Party No.1: 1. The General Manager, Ordinance factory,
Chanda, Tahasil Bhadrawati, Distt. Chandrapur.
2. M/s. MD construction, office at Petrolpump
(thana) Gandhi Ward, Post – J. Nagar,
Distt. Bhandara,441906.

V/s.

Party No.2:

Sarika w/o Vijay Meshram, Occ-Contract
Worker, Anand Nagar, Sumthana,
Badrawati, Distt. Chandrapur.

AWARD

(Dated: 13th June, 2025)

In exercise of the powers conferred by Section (1) & (2) of Section 2-A of Industrial Disputes (Amendment) Act, 2010 ("the Act" in short), the applicant filed an industrial dispute between the employers, in relation to the management of Ordinance Factory & others, and the applicant, Ms. Sarika w/o Vijay Meshram, for adjudication, vide case no. CGIT/NGP/Appln/08/2020-2021**,** with the following issues framed:-

"Whether the action of the management/ Ordinance Factory in terminating the workman is legal, fair and justified? If not, what relief the workman is entitled to? "

2. Case called out. Learned Counsel for the respondent/management Shri Prashant Khobragade is present before the Court. None is present on behalf of petitioner. Both parties are not responding and attending the Court since 29/09/2021. Only today, Learned Counsel for the respondent Shri. Prashant Khobragade is present before the Court

From perusal of record, it is apparent that statement of claim and written statement have been filed by the parties respectively. But no rejoinder affidavit and other evidence have been filed by the petitioner to prove his case. Petitioner is not coming to the Court since long back. It appears that he is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

ORDER

The action of the management/ Ordinance Factory in terminating the workman is legal, fair and justified. Ms. Sarika w/o Vijay Meshram is not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 9 अगस्त, 2025

का.आ. 1511—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **बीबीएमबी** के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्यागिक अधिकरण -सह - श्रम न्यायालय,चंडीगढ़-II** के पंचाट **(संदर्भ संख्या 60/2018)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **30/07/2025** को प्राप्त हुआ था।

[सं. एल-23012/144/2018 -आईआर(सी.एम-II)]

सलोनी, उप निदेशक

New Delhi, the 9th August, 2025

S.O. 1511.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 60/2018***)* of t**he Central Government Industrial Tribunal-cum-Labour Court, Chandigarh-II** as shown in the Annexure, in the industrial dispute between the Management of **Ms. BBMB** and **their workmen** received by the Central Government on **30/07/2025.**

[No. L-23012/144/2018-IR (CM-II)

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH.

Present: Sh. Kamal Kant, Presiding Officer.

ID No.60/2018

Registered on:-04.12.2018

1.Jai Devi W/o Late Sh. Krishan Ram @ Krishanu

2.Desh Raj S/o Late Sh. Krishan Ram @ Krishanu

3.Rattani @ Champa Devi D/o Late Sh. Krishan Ram @ Krishanu

All R/o Village Andharara, PO Chowk, Tehsil Baldwara, Distt. Mandi, H.P. (LRs of deceased applicants Krishan Ram @ Krishanu S/o Sh. Bazira Ram)

……..Applicants

Versus

1. The Chairman, Bhakra Beas Management Board, Madhya Marg, Sector 19-B, Chandigarh, through its Chairman.

2. The Chief Engineer, BSL Project/BBMB, Sundernagar, Distt. Mandi, Himachal Pradesh.

..…Respondents

Present: None for applicants.

Sh. Sandeep Sharma, Law Officer for Respondents no.1 & 2.

Award

Passed on:-<u>18.07.2025</u>

Central Government vide Notification No.L-23012/144/2018-IR(CM-II) Dated 15.11.2018, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

"Whether the action of management of BBMB in not accepting the demands of Smt. Jai Devi & Others, Wd/o Late Krishanu, for declaring his retrenchment/termination as illegal and considering him in continuous service upto age of superannuation resulting in entitlement of consequential benefits is legal, just and valid? If not, to what relief the legal heirs/legal representatives of late applicants are entitled to and from which date?

1. In this case, issues were framed on 04.12.2023 and the case was adjourned on various dates for filing evidence by way of affidavit of applicants. On the last date of hearing i.e. 01.05.2025, AR for applicants was directed to file the affidavit of applicants, failing which the claim petition will be dismissed for want of prosecution. Today also neither the applicants nor their AR made appearance. In this way, there is no evidence led by the applicants till date. The applicants were given sufficient opportunities to file evidence by way of affidavit but in spite of the opportunity afforded to applicants to file affidavit, the same is not filed till date, which shows that the applicants are not interested in adjudication of the matter on merit.

2. Since the applicants have not filed evidence by way of affidavit to prove their case against the respondents, as such, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.

3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 9 अगस्त, 2025

का.आ. 1512.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **बीबीएमबी** के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण –सह – श्रम न्यायालय,चंडीगढ़-II** के पंचाट **(संदर्भ संख्या 72/2018)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **30/07/2025** को प्राप्त हुआ था।

[सं. एल-23012/158/2018 -आईआर(सी.एम-II)]

सलोनी, उप निदेशक

New Delhi, the 9th August, 2025

S.O. 1512.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 72/2018)** of t**he Central Government Industrial Tribunal-cum-Labour Court, Chandigarh-II** as shown in the Annexure, in the industrial dispute between the Management of **Ms. BBMB** and **their workmen** received by the Central Government on **30/07/2025**

[No. L-23012/158/2018-IR (CM-II)

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH.

Present: Sh. Kamal Kant, Presiding Officer.

ID No.72/2018

Registered on:-11.12.2018

4.Gulabi Devi W/o Late Sh. Chaudhary Ram

5.Kamal Kishor S/o Late Sh. Chaudhary Ram

6.Kamal Dev S/o Late Sh. Chaudhary Ram

All R/o Village Andharara, PO Chowk, Tehsil Baldwara, Distt. Mandi, H.P. (LRs of deceased applicants Chaudhary Ram S/o Bardu Ram)

……..Applicants

Versus

1.The Chairman, Bhakra Beas Management Board, Madhya Marg, Sector 19-B, Chandigarh, through its Chairman.

2.The Chief Engineer, BSL Project/BBMB, Sundernagar, Distt. Mandi, Himachal Pradesh.

..…Respondents

Present: None for applicants.

Sh. Sandeep Sharma, Law Officer for Respondents no.1 & 2.

Award

Passed on:-18.07.2025

Central Government vide Notification No.L-23012/158/2018-IR(CM-II) Dated 22.11.2018, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

> **"Whether the action of management of BBMB in not accepting the demands of Smt. Gulabi Devi & Others, Wd/o Late Chaudhary for declaring his retrenchment/termination as illegal and considering him in continuous service upto age of superannuation resulting in entitlement of consequential benefits is legal, just and valid? If not, to what relief the legal heirs/legal representatives of late applicants are entitled to and from which date?**

1. In this case, issues were framed on 04.12.2023 and the case was adjourned on various dates for filing evidence by way of affidavit of applicants. On the last date of hearing i.e. 01.05.2025, AR for applicants was directed to file the affidavit of applicants, failing which the claim petition will be dismissed for want of prosecution. Today also neither the applicants nor their AR made appearance. In this way, there is no evidence led by the applicants till date. The applicants were given sufficient opportunities to file evidence by way of affidavit but in spite of the opportunity afforded to applicants to file affidavit, the same is not filed till date, which shows that the applicants are not interested in adjudication of the matter on merit.

2. Since the applicants have not filed evidence by way of affidavit to prove their cause against the respondents, as such, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.

3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 9 अगस्त, 2025

का.आ. 1513.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **बीबीएमबी** के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण -सह - श्रम न्यायालय,चंडीगढ़-II** के पंचाट **(संदर्भ संख्या 77/2018)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **30/07/2025** को प्राप्त हुआ था।

[सं. एल-23012/128/2018 -आईआर(सी.एम-II)]

सलोनी, उप निदेशक

New Delhi, the 9th August, 2025

S.O. 1513.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 77/2018)** of t**he Central Government Industrial Tribunal-cum-Labour Court, Chandigarh-II** as shown in the Annexure, in the industrial dispute between the Management of **Ms. BBMB** and **their workmen** received by the Central Government on **30/07/2025**.

[No. L-23012/128/2018-IR (CM-II)

SALONI, Dy. Director

ANNEXURE

In the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh.

Present: Sh. Kamal Kant, Presiding Officer.

ID No.77/2018

Registered on:-11.12.2018

Roop Lal S/o Sh. Kanhayiya Ram R/o Village Dhanalag, PO Balhara, Tehsil Sarkarghat, Mandi, HP

……..Workman

Versus

3. The Chairman, Bhakra Beas Management Board, Madhya Marg, Sector 19-B, Chandigarh, through its Chairman.

4. The Chief Engineer, BSL Project/BBMB, Sundernagar, Distt. Mandi, Himachal Pradesh.

.....Respondents

Present: None for workman.

Sh. Sandeep Sharma, Law Officer for Respondents no.1 & 2.

Award

Passed on:-18.07.2025

Central Government vide Notification No.L-23012/128/2018-IR(CM-II) Dated 19.11.2018, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

"Whether the action of management of BBMB in not accepting the demand of Sh. Roop Lal S/o Shri Kanhayiya Ram for deeming/considering him in continuous service upto age of superannuation resultantly entitled of consequential benefits is legal, just and valid? If not, to what relief the workman concerned is entitled to and from which date?

1. In this case, issues were framed on 04.12.2023 and the case was adjourned on various dates for filing evidence by way of affidavit of workman. On the last date of hearing i.e. 01.05.2025, AR for workman was directed to file the affidavit of workman, failing which the claim petition will be dismissed for want of prosecution. Today also neither the workman nor his AR made appearance. In this way, there is no evidence led by the workman till date. The workman was given sufficient opportunities to file evidence by way of affidavit but in spite of the opportunity afforded to the workman to file affidavit, the same is not filed till date, which shows that the workman is not interested in adjudication of the matter on merit.

2. Since the workman has not filed evidence by way of affidavit to prove his cause against the respondents, as such, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.

3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 7 अगस्त, 2025

का.आ. 1514.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ईएसआईसी मॉडल अस्पताल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय**, गुवाहाटी असम के पंचाट (पहचान **संख्या 05/2022**) को प्रकाशित करती है, जो केन्द्रीय सरकार को **30/07/2025** को प्राप्त हुआ था।

[सं. एल-23013/01/2025 -आईआर(सी.एम-I)]

सलोनी, उप निदेशक

New Delhi, the 7th August, 2025

S.O. 1514.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(ID. No. 05/2022*)*** of the **Central Government Industrial Tribunal-cum-Labour Court, GUWAHATI,Assam** as shown in the Annexure, in the industrial dispute between the Management of **ESIC Model Hospital.** and their workmen, received by the Central Government on 3***0/07/2023.***

[No. L-23013/01/2025-IR (CM-I)

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GUWAHATI, ASSAM.

PRESENT: Shri Ananda Kumar Mukherjee.

Presiding Officer/Link Officer,

CGIT-cum-Labour Court, Guwahati.

REFERENCE CASE NO. 05 of 2022.

PARTIES: Shri Snkar Sarkar, Goreswar, Baksa, Assam, Pin-781366.

…… Workman/Applicant.

-Vrs-

The Management of (1) The Medical Superintendent, ESIC Model Hospital, Beltola, Guwahati-781022 and (2) the Director, Group-5 Placement and Security Services, 251 Hengerabari Road, Ganeshguri, Guwahati-781006.

…..OP/Management.

REPRESENTATIVES:

For the Workmen/Union : None

For the Contractor : None

For the Management. : Ms. Lipika Deka and

Sri Santanu Chakrabarty learned Advocates.

INDUSTRY : ESIC Model Hospital

STATE : Assam.

Date of Award : 13/06/2025.

AWARD

Mr. Santanu Chakrabarty, Learned advocate appeared on behalf of ESIC Model Hospital, Guwahati and filed Written Statement on behalf of the Management of ESIC hospital, Guwahati executed by Prof Joya Ghosh, Medical Superintendent of ESIC Model Hospital, Guwahati. Copy of the Written Statement is also filed. Case is fixed up today for appearance and filing Written Statement by the parties.

On repeated calls at 12 noon none appeared for the aggrieved workman, Mr. Sankar Sarkar. On perusal of the case record I find that since registration of the case on 27-07-2022 the workman appeared only on 14-03-2023. Thereafter, the workman did not take any steps on 20-09-2024, 10-01-2025, 05-03-2025, 19-03-2025 and today i.e. 13-06-2025 when the case is fixed up during special campaign for disposal of cases.

In exercise of powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Deputy Chief Labour Commissioner (Central), Guwahati, Ministry of Labour and Employment, referred the scheduled dispute to this CGIT-Cum-Labour Court, Guwahati by issued Order **No. G/R. 8(02)/2022-CGIT** dated 04-02-2022 for adjudication.

SCHEDULE

"Whether the management of ESIC Model Hospital, Guwahati has followed the provisions of section 25F & allied provisions of the I.D. Act prior to oral termination of services of Shri Sankar Sarkar, Casual/Contract Worker w.e.f. 01-08-2021 ? If not, what relief the workman is entitled to?"

Mr. Santanu Chakrabarty, Learned advocate for the Management of ESIC model hospital, Guwahati has appeared and filed Written Statement contesting the claim. Notice under registered post were issued to Sri Sankar Sarkar at his registered address but the same has been returned with the postal report that the address is insufficient.

On receiving Order **No. G/R. 8(02)/2022-CGIT** dated 04-02-2022 from the Office of the Deputy Chief Labour Commissioner (Central), Guwahati **Reference case No. 05 of 2022** was registered on 27-07-2022 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses.

Considering the materials in the record, it appears that the workman is not inclined to pursue this case. He has not elaborated his case by filing Written Statement in more than two years. The Industrial Dispute is therefore disposed of for non-prosecution. Let a no dispute award be drawn up.

Hence,

ORDERED

That the Industrial dispute is dismissed for non-prosecution. Let a No Dispute Award be drawn up. Copies of the Award in duplicate be sent to the Ministry for information and Notification.

ANANDA KUMAR MUKHERJEE ,Presiding Officer/Link Officer

नई दिल्ली, 7 अगस्त, 2025

का.आ. 1515.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल.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(एलसी/ आर/-85/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को **30/08/2025** को प्राप्त हुआ था।

[सं. एल-22012/62/2014-आईआर(सी.एम-II)]

सलोनी, उप निदेशक

New Delhi, the 7th August, 2025

S.O. 1515.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Reference.LC/R/85/2014*)*** of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of **S.E.C.L,** and their workmen, received by the Central Government on **30*/07/2025.***

[No. L-22012/62/2014 – IR (CM-II)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/85/2014

Present: P.K.Srivastava

H.J.S..(Retd)

Sheikh Kauyum, Ex-Senior Mistri,

Unglai OCM, Sohagpur Area,

SECL, PO : Dhanpuri,

Shahdol

Workman

Vs

Deputy Regional Manager,

Umlai OCM, Sohagpur Area,

SECL, PO: Dhanpuri,

Shahdol

Management

(JUDGMENT)

(Passed on this 04th day of July- 2025)

As per letter dated 07/11/2014 by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act')as per Notification **No. L-22012/62/2014(IR(CM-II))** dt. 07/11/2014. The dispute under reference relates to:

"अमलाई ओ० सी० एम० सोहागपुर क्षेत्र एसईसीएल प्रबंधन द्वारा श्री शेख कयूम, एक्स वरि० मिस्त्री को प्राथमिक रिकार्ड में दर्ज जन्मतिथी को अनदेखा कर पश्चातवर्ती बनाये गये सेवाअभिलेखों में दर्ज भिन्न जन्मतिथी के आधार पर समय पूर्व सेवानिवृत्त कर दिया जाना क्या न्यायसंगत है यदि नहीं, तो कर्मकार क्या अनुतोष पाने का हकदार हैं?"

Case of the workman, is mainly that he was appointed with the Management on the post of Motor Mechanic on 10.02.1975, his date of birth was wrongly mentioned by Management in their records as 01.07.1952 whereas it was 01.10.1953 as show in her mark sheet of Class 5th and State Board of Education. He was issued a letter of superannuation by Management on the basis of wrong date of birth recorded by Management in their records. He filed a writ petition No. 1754/2010 before Hon'ble High Court of M.P. at Jabalpur which was heard and disposed vide order dated 24.02.2010 with a direction to Management to place his case before the Age Determination Committee for determination of his date of birth and age. This order was not compiled by the Management hence, the Workman was forced to file a Contempt petition No. 703/2010. During the pendency of the contempt petition, Management decided its representation vide its order dated 10.05.2010 rejecting his claim and holding his date of birth recorded in their records as correct. He filed another Writ Petition No. 9004/2011 against this order of Management dated 10.05.2010 rejecting his representation. In the last pay certificate issued to him by Management on his transfer from Dhanpuri to Amlai, the date of birth of the applicant, the date of appointment and the PF No. were incorrectly recorded. After the Workman pointed out this error before Management at Amlai, they sent a communication to Dhanpuri from where the Workman was transferred to Amlai confirming the date of birth and date of appointment as well PF No. of the Workman but they did not response to this letter and the Management passed the order dated 10.05.2010 ignoring his date of birth recorded in his Higher Secondary Certificate. The said writ petition was disposed by Hon'ble High Court vide its order dated 28.06.2012 directing the Management to conduct a fresh inquiry with respect to determination of age of the Workman taking into account the original documents or relevant documents produced at the time of initial appointment of the Workman. It was further directed that, if it is found that the date of birth was incorrectly recorded in the service rules, the same would be corrected and the Workman would be superannuated according to the correct date of birth of the Workman. It was also directed that this exercise will be completed within 15 days and till the order is communicated to the petitioner by Management, the petitioner Workman shall be allowed to continue in employment. It is further the case of the Workman that Management did not comply this order of Hon'ble High Court and communicated to the Workman vide their letter dated 23.08.2012 that he is superannuated w.e.f. 30.06.2012 which is unjust, illegal and arbitrary because it is against the provisions in this respect. The Workman has prayed that, holding the action of Management in superannuating the Workman on the basis of his date of birth 01.07.1952 against law, he be held entitled to be reinstated with back wages and benefits in service and post retrial benefits.

Case of Management is mainly that, the Workman was initially appointed w.e.f. 01.04.1976 at the time of his initial appointment he declared his age as 28 years as on 1980, which was recorded in the Form B register and they are connected registers/ documents which was never challenged by the Workman. The entries were recorded in it has been certified by the Workman himself. Now at the fag end, he has challenged his date of birth and superannuation which is not permissible in law. Management has prayed that, their action is not false in law and the reference may be answered against the Workman.

In evidence, the Workman has filed his affidavit as his examination-in-chief. He has been cross-examined on his affidavit by Management. He has further filed and proved photocopy documents, his last pay certificate, letter of Management dated 10.05.2010 rejecting his representation, copy of order of Hon'ble High Court in the W.P. No. 9004/2011, letter of Management dated 23.08.2012 sent by Deputy General Manager Sohagpur Area to Deputy General Manager Amlai, Superannuation order, order of Hon'ble High Court in Contempt Petition No. 1558/2012, his original Identity Card, duplicate copy of his Secondary School Marksheet, and Technical Education Mark sheet which have been proved as Exhibit W-1 to W-10 to be referred as and when required.

Management has filed affidavit of its witness as his examination-in-chief which has been cross-examined by the Workman side. Management has further filed and proved photocopy Form B (Exhibit M/1 & M/2), Last Pay Certificate (Exhibit M/3), Copy of Service Books of the Workman (Exhibit M-4) and Copy of Form PS-3 and PS-4 filed as (Exhibit – M/5 & M/6).

I have heard argument of Learned Counsel for Workman Mr. Shakil Ahmed and for Management Mr. Neeraj Kewat. I have gone through the record as well.

The undisputed facts are mainly that, the Age Determination Committee determined the age of Workman under order of the High Court detailed mentioned earlier, it has been referred by Management in its order dated 10.05.2010 and was confirmed by Management in its order passed by it in-compliance of order of Hon'ble High Court dated 28.06.2012 passed in W.P. No. 9004/2011 retreating the previous decision taken by the Age Determination Committee. The issue which arises therefore is as follows:

Whether the decision of Management passed by the Report of Age Determination Committee in holding the date of birth of the Workman as 01.101953 is correct in law.

The **Implementation Instructions-37(I.I.37)** prepared in the light of NCWA-II provides procedure for determination/verification of age of its employees. **A(i & ii)** of the **I.I.-37** is relevant in this respect and it is being reproduced as follows:

A) Determination of the age at the time of first appointment:

i) Matriculates : In the case of Appointees, who have been passed Matriculation or Qualification Examination, the date of birth recorded in the said certificate shall be treated as correct date of birth and the same will not be altered in any circumstances.

ii) Non-Matriculates but educated : In the case of appointees who have pursued studies in a recognized educational institution, the date of birth recorded in the School Leaving Certificate shall be treated as correct date of birth and the same will not be altered at any circumstances.

It is the case of the Workman that, he did file the duplicate certificate of his Secondary School Examination which he passed in 1971 and is conducted by Education Board. His date of birth was recorded as 01.10.1953. The report of the Age Determination Committee,which is the basis of the order dated 10.05.2010 has also been filed by the Management, which is Exhibit M-7. Perusal of this report goes to show that Workman did file duplicate copy of Pramanpatra of Sambhagiya Purv Madhyamik Pareeksha,1971 and duplicate copy of Provisional Central Vocational Certificate of 1973 in which his date of birth was recorded as 01.10.1953. He also filed his Identity card issued by Western Division of Coal Mines Authority Sohagpur Area, indicating his date of birth as 01.10.1953. His last pay certificate issued by Dhanpuri Area indicates his date of birth as 28 years as on 1980. The age determination committee relied upon the Form-B register of Amlai area, Service Register of the Workman, Form PS 3 and 4, Form B Register of Dhanpuri Area where his date of birth has been indicated as 28 years on 1980. The age determination committee records further that, there is no prove that the State Educational Certificate in the Trade of Motor Mechanic indicating his date of birth of the Workman as 01.10.1953 was filed by the Workman at the time of his appointment, also that the Identity Card issued by Sohagpur Area indicating his date of Birth as 01.10.1953 could be manipulated and hence held the claim of the workman not proved and since his date of birth is recorded as 01.07.1952 in Registers of Management and also the Workman refused to undergo radiological test therefore his date of Birth is 01.10.1953 cannot be accepted. Based on the finding of this Report of Age Determination Committee, the order of Management dated 10.05.2010 was passed and the second order in compliance of the second Writ W.P. No. 2004/2012 simply retreats the previous order.

It is not disputed that the Workman was first appointed as Motor Mechanic on 10.02.1975 or even if the case of the Management be taken in this respect, then on 01.04.1976.

The minimum required qualification for the Post of Motor Mechanic is that the Applicant must be having Vocational Certificate recognized by any institutions, with respect to Motor Mechanic Trade. Without this the Workman cannot be appointed as Motor Mechanic.

Naturally, he would have been selected for appointment as a Motor Mechanic after the Management satisfied with him that he has cleared the Vocational Certificate with respect to the trade. The Vocational Certificate of the Workman filed on record proved and shows that he cleared this examination in 1973 that is before he was appointed by Management. The Sambhagiya Purv Madhyamik Pareeksha was also cleared by him in 1971 i.e. before his appointment in 1975/1976.

Case of the Management with respect to grounds for rejecting the representation of the Workman on the basis of report of Age Determination Committee is that According to Age Determination Committee, there was no proof that these documents were submitted by the Workman at the time of his appointment. Since, the post on which the Workman was first appointed required certain Vocational Qualifications for appointment which the Workman possessed undisputedly, it cannot be imagined that he did not produce any Certificate with respect to his Vocational Qualification i.e. the first requirement for his selection to the post. In the light of this discussion, it can be held that the Age Determination Committee committed error in law in not relying on provision in I.I.-37 with respect to determining the age of the Workman by not placing reliance on his Vocational and Purva Madhyamik Academic Certificates which were to be first relied upon. Consequently, the action of Management, in rejecting the Representation of the Workman on the basis of report of Age Determination Committee and Superannuating the Workman on the basis of his date of birth recorded as 01.07.1952 in his service records mainly by Management is held unjust, illegal and arbitrary.

Issue is answered accordingly.

On the basis of above discussion, the reference is answered as follows.

AWARD

Holding the action of Management of Amlai OCM Sohagpur Area, SECL in superannuating the Workman Sheikh Kayyum, Senior Mechanic on the basis of his date of birth dated 01.07.1952 as illegal, unjust and arbitrary, the Workman is held entitled to be deemed in service till the date of superannuation based on his date of birth 01.10.1953 with all back-wages and pre as well post-retrial benefits.

The Workman is also held entitled to litigation cost Rs. 25,000/- from Management in view of the checkered litigation in the case in hand.

Management is directed to settle the entire dues of the Workman within 60 days from the date of publication of Award in the Gazette, failing which interest @8 per annum from the date of publication of Award till payment.

DATE:- 04/07/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 7 अगस्त, 2025

का.आ. 1516.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल.के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय**, जबलपुर केपंचाट(एलसी/ आर/-73/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को **30/08/2025** को प्राप्त हुआ था।

[सं. एल-22012/85/2011-आईआर(सी.एम-II)]

सलोनी, उप निदेशक

New Delhi, the 7th August, 2025

S.O. 1516.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Reference.LC/R/73/2011)** of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of **S.E.C.L,** and their workmen, received by the Central Government on **30*/07/2025*.**

[No. L-22012/85/2011 – IR (CM-II)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/73/2011

Present: P.K.Srivastava

H.J.S..(Retd)

1. **The President,**
   Maikal Minerals & Metal Workers Congress,
   Store Complex, Amrandandi, Amlai,
   Distt. : Shahdol (M.P.)
   Shahdol.
2. **Shri Keshavram S/o Shyamlal,**
   Qtr. No. M/71, Bangwar Colony,
   PO: Bemhouri, Distt. Shahdol (M.P.)
   Shahdol

Workman

Vs

1. **The CGM,**

   Sohagpur Area of SECL,

   PO: Dhanpuri, Distt. Shahdol (M.P.)

   Shahdol

2. **The Sub-Area Manager,**

   Amlai-Bangwar Sub-Area,

   PO:Bemhouri, Distt. Shahdol (M.P.)

Management

(JUDGMENT)

(Passed on this 08th day of July- 2025)

As per letter dated 14/07/2011 by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification **No. L-22012/85/2011(IR(CM-II))** dt. 14/07/2011. The dispute under reference relates to:

> ***"Whether the action of the management of the Sohagpur Area of SECL not making necessary corrections in the Date of Birth of Shri Keshavram S/o Shyamlal in his service records and forcibly retiring him on the basis of wrong entry of date of birth is legal and justified? To what relief the claimant is entitled for and from which date?"***

Notices were issued to the parties. They appeared and filed their respective statement of claim and defense.

Case of the Workman is mainly that, he was appointed on 29.06.1990 as a loader on compassionate ground, he had produced proof of his age at the time of his initial appointment which was his Middle Class Certificate containing his date of birth as 10.01.1957. The Management arbitrarily recorded his date of birth as 32 years in 1981 meaning thereby his age at the time of appointment to be treated as 41 years and 11 months.

On coming to know about this anomaly, he made representation before Management and requested to correct his date of birth. The Management rejected the representation vide its order dated 10.06.1990. He then preferred a Writ Petition No. 4585/2007 which was disposed by Hon'ble High Court of M.P. at Jabalpur with a direction to avail the remedy in Industrial Law.

According to the Workman, he was superannuated on the basis of his wrong date of birth which is unjust, illegal and arbitrary. He raised a dispute before Assistant Labour Commissioner which could not be conciliated hence this reference. The Workman has prayed that holding his superannuation on the basis of his wrong date of birth recorded by Management in its documents, against law, he be held entitled to be reinstated and to be superannuated on the date fixed according to his correct date of birth as mentioned in his School Certificate.

Case of the Management is mainly that, the Workman was appointed on the compassionate basis after his father was declared medically unfit on 29.06.1990. He had declared himself illiterate at the time of his appointment. His date of birth was recorded as 01.07.1949 on the statutory records maintained by Management. On his disclosure, his date of birth was recorded in Form B and other registers like Service Registers, PS 4, PS 3 etc. He made a representation before Management seeking correction of his date of birth on the basis of School leaving Certificate. It was found that, there was no justification of filing the School Leaving Certificate with such a delay. He could not substantiate his claim, hence his representation was dismissed. He was superannuated on the basis of his date of birth recorded in his Service Record. Management has requested that the reference be answered against the Management.

The Workman has filed his **rejoinder** in which he has mainly retreated his claim.

In evidence, the Workman has filed and proved his photocopy school certificate, order of Management dated 10.06.2009 rejecting his representation, he also filed his affidavit as his examination in chief. He has been cross-examined by the Management.

Management filed affidavit of its witness as his examination in chief. He has been cross-examined by Workman side. The Management has filed and proved Exhibit M-1 the Application of the Workman, M-2 School Leaving Certificate, M-3 another Application of the Workman, Copy of Form B Register, and Service Book.

None appeared for Workman at the stage of argument. I have heard argument of Learned Counsel Mr. Neeraj Kewat for Management. I have gone through the record as well.

No written arguments have been filed by any of the parties.

On perusal of record in the light of rival arguments following issued arises for determination

Whether the Management has committed correctly in law in rejecting the representation of the Workman with respect to the correction of his date of birth?

The Implementation Instructions 76 prepared under National Coal Wage Agreement- II which deal with the disputes regarding age/ date of birth of the Workman requires to be referred here and which is being referred as follows.

B) Determination of the age at the time of first appointment:

iii) Matriculates : In the case of Appointees, who have been passed Matriculation or Qualification Examination, the date of birth recorded in the said certificate shall be treated as correct date of birth and the same will not be altered in any circumstances.

iv) Non-Matriculates but educated : In the case of appointees who have pursued studies in a recognized educational institution, the date of birth recorded in the School Leaving Certificate shall be treated as correct date of birth and the same will not be altered at any circumstances.

v) Ex-Servicemen:

In the case of Ex-servicemen who are not matricula-tes, the date of birth recorded in the Army Discharge Certificate shall be treated as correct date of birth and the same will not be altered under any circumstances.

vi) Illiterates :

In the case of appointees not covered by the fore-going clauses, the date of birth will be determined by the Colliery Medical Officer keeping in view any documentary or other relevant evidence as may be produced by the appointee. Date of birth so deter-mined shall be treated as correct date of birth and the same will not be altered under any circumstances

The order of the Management rejecting representation of the Workman, which is o0n record, goes to show that the Duplicate Marksheet of School Examination, 1970 does not contain the date of its issuing. The Workman could not explain inordinate delay in seeking correction of his date of birth. And his representation was dismissed.

It was incumbent on the Workman to proof the date of birth as recorded in is School Certificate which is un-dated. By way of producing the Register Form where the Certificate was issued and also examining the Headmaster or Concern person who had issue the copy in absence of this evidences, the Management could not be said to have acted against law in not relying on the undated certificate. I do not find any illegality in this action of Management.

Accordingly, holding the action of Management in not correcting the date of birth of the Workman and superannuating him on the basis of his date of birth recorded in his service documents just and proper, the issue stands answered accordingly.

On the basis of above discussion and findings the reference is answered as follows.

AWARD

Holding the Management in not correcting the date of birth of the Workman and superannuating him on the basis of his date of birth recorded in his service documents is just and proper. He is entitled to no relief.

No order as to cost.

DATE:- 08/07/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 7 अगस्त, 2025

का.आ. 1517.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल.के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय**, जबलपुर केपंचाट(एलसी/ आर/-71/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को **30/08/2025** को प्राप्त हुआ था।

[सं. एल-22012/79/2011-आईआर(सी.एम-II)]

सलोनी, उप निदेशक

New Delhi, the 7th August, 2025

S.O. 1517.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Reference.LC/R/71/2011*)*** of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of **S.E.C.L,** and their workmen, received by the Central Government on **30*/07/2025.***

[No. L-22012/79/2011 – IR (CM-II)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/71/2011

Present: P.K.Srivastava

H.J.S..(Retd)

Bhukhu S/o. Amar Sai

Village – Harri, Post – Semra

District – Anuppur (M.P.)

Workman

Versus

1. **The CGM**

   Jamuna Kotma Area of SECL

   PO: Jamuna, Distt.- Anuppur(M.P.)

2. **Sub-Area Manager**

   Amadand Sub-Area of SECL

   Post – Amadand, Distt.-Anuppur

   (M.P.)-484444

Management

AWARD

(Passed on this 27th day of June- 2025.)

As per letter dated 11/07/2011 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number L-22012/79/2011/IR(CM-II) dt. 11/07/2011. The dispute under reference related to :-

"Whether the action of the management of Jamuna Kotma Area of SECL in terminating the services of Shri Bhukhu S/o. Amarsai, Ex-General Mazdoor, Amadand Sub-Area of SECL, is legal and justified ? To what relief the applicant workman is entitled to ?"

Notices were sent to the parties after registering a case on the basis of reference. They appeared and filed their respective statements of claims and defense.

The case of the workman, as taken by him in his statement of claim is mainly that he had been working as a General Mazdoor with the management, he became ill and could not attend his duties due to his illness. He also requested for constitution of medical board by the management but the management refused his requests and terminated his services vide its order dated 22.05.2003 on the allegation of misconduct committed by him by way of unauthorizedly and habitually absenting from duty without intimation to management and without getting leave sanctioned, which is misconduct under Clause 26.24 and 26.30 of the Certified Standing Orders. According to the workman there was no proper inquiry conducted by management. His defense was not considered. Finding regarding proof of the charge of misconduct recorded by Inquiry Officer in his report is perverse and the punishment is also excessive.

Management has taken a case in its written statement of defense that the workman was appointed as a General Mazdoor, Category-I. He was in the habit of absenting himself from workplace. His attendance for the period between 1990 to 2002 are 0 days in 1990 & 1991 and 1997, 191 days in 1992, 141 days in 1993, 106 days in

1994, 68 days 1995, 60 days in 1996, 84 days in 1998, 44 days in 1999, 107 days in 2000, 47 days in 2001 and 59 days in 2002. He remained absent from 26.02.2003 without information, permission or getting leave sanctioned, he was issued a charge-sheet dated 22.05.2003, in this respect. After his reply to the charge-sheet was found not satisfactory, management decided to conduct regular departmental inquiry vide its order dated 22.05.2003. The workman did participate during the inquiry, the Inquiry Officer submitted his report holding the workman guilty of misconduct and after finding the reply of the workman on the show-cause notice issued by the Disciplinary Authority on the inquiry report, the order of punishment of termination of services of the workman was passed vide order dated 02.09.2003.

Following preliminary issue was framed by my learned Predecessor and was decided by him vide his order dated 02.03.2017 holding the departmental inquiry vitiated in law. This order is part of this award.

The management was granted opportunity to prove the charge before this Tribunal.

The management examined its witnesses R.R.R. Lakhra and Mukesh Kumar Sahu who filed their examination in chief in form of affidavits and were cross examined by the workman. The management further proved the service file, appointment order, particulars regarding attendance of the workman from 1992 to 2002. They also proved the charge-sheet against the workman, his reply, copy of Form-C & G, copy of leave register and attendance register.

The workman also filed his affidavit as his examination in chief. He was cross examined by management.

I have heard argument of learned Counsel for management

Mr. Neeraj Kewat and learned Counsel for workman Mr. O.P. Tiwari. Workman side files written arguments, which have been taken on record. I have gone through the records as well.

As regards, to the issue whether the management has successfully proved the charges against the workman, the settled proposition of law with respect to proof of charges in a departmental proceedings is that the charges need not be proved beyond reasonable doubt as it is required in criminal trials.

The charges have already been detailed earlier. Management witness R.R.R. Lakhra has filed and proved the extract of presence of the workman also the month wise attendance of the employees, including the workman prepared by management the attendance register and leave register relating to the workman which corroborates the charge. There is nothing in his cross examination to disbelieve him. His statement further corroborated by the statement of Mahesh Sahu another witness from management.

On the other hand, the workman admits in his statement that he was absent from workplace. The burden lies on him to show that his absence was not willful there is nothing in any evidence produced from his side. Hence, the charge of misconduct alleged is held proved against the workman.

The charge proved against the workman is of his habitual absence right from 1992 to 2002. Details of this absence has been mentioned earlier. This charge attracts major punishment including punishment of dismissal from service. Keeping in view the facts of the case in hand and charges proved as well the duration of absence in every year, the punishment of dismissal of the workman from service, awarded by management is held not excessive to the charge proved.

In the light of above discussion and findings, the reference deserves to be answered against the workman and is answered accordingly.

No order as to cost.

DATE: 27/06/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 7 अगस्त, 2025

का.आ. 1518.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केंद्रीय अस्पताल.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 (एलसी/ आर सी/-11/2021) को प्रकाशित करती है, जो केन्द्रीय सरकार को **30/08/2025** को प्राप्त हुआ था।

[सं. एल-22013/01/2025-आईआर(सी.एम-I)]

सलोनी, उप निदेशक

New Delhi, the 7th August, 2025

S.O. 1518.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Reference.LC/RC/11/2021*)*** of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of **Central Hospital,** and their workmen, received by the Central Government on **30*/07/2025*.**

[No. L-22013/01/2025 – IR (CM-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/RC/11/2021

Present: P.K.Srivastava

H.J.S.(Retd.)

Vishal Yadav

S/o. Shri Jagannath Prasad Yadav

R/o. Near Gopal Mandir, Subedar Ward

Sagar, District – Sagar M.P.

Workman

Versus

1. **Union of India**
   Ministry of Labour & Employment
   Through its Cess Commissioner,
   Labour Welfare Organization
   M.P. Regiona, 797, Shanti Kunj,
   South Civil Lines, Jabalpur M.P.-482001
2. **Central Hospital**
   Through its Medical Officer
   Baghraj Ward, Tili, Sagar
   District – Sagar M.P.-470002
3. **Akal Enterprises Pvt. Ltd. (Contractor)**
   Through its Manager
   E-6, 11 No. Bus Stop, Near Rice Boule
   Restaurant, Bhopal M.P.-462016

Management

AWARD

(Passed on this 17th day of June-2025.)

The workman has filed petition u/s. 10(2A)(2&3) of the Industrial Disputes Act 1947, as amended by Amendment Act 2010 (in short the 'Act') against termination of services by the management department.

The case of the workman is that he was employed by the establishment of respondent no.-2 initially on the post of Computer Operator w.e.f. 2008. His appointment was shown by respondent no.-2 through outsourcing M/s. Victor Guards Pvt. Ltd., the outsourcing agency. His salary and benefits were paid through the outsourcing agency. He worked continuously with respondent no.-2 till February 2021 only the names of outsourcing agencies was changed though he was never engaged by the outsourcing agencies rather was directly employed by the respondent no.-2. His services were terminated by respondent no.-2 by an oral order dated 28.02.2021 informing that his services were not required, without any notice or compensation which is against Section 25-F, 25-G, 25-H & 25-N of the Act.

According to the workman, persons who were appointed after him have in continued in service one of them is Ratnesh who is still working as Computer Operator in place of the applicant workman which is violation of Section 25-H & 25-G of the Act. The workman has come to know that the contract of manpower supply was granted to another outsourcing company Happy Square Outsourcing Services for the period 15.04.2021 to 14.04.2022 and it is because of this, he has been disengaged. This action of management is unjust, arbitrary and illegal. He raised a dispute before the Assistant Labour Commissioner (Central), Jabalpur within three years from the date of termination of his services, which could not be conciliated within 45 days hence this petition. The workman thus has prayed that holding termination of his services is illegal, the respondent be directed to reinstate the workman.

Notices were sent to the respondents and were sufficiently served. None appeared and no written statement of defense was filed. The case proceeded ex-parte against the respondent vide order dated 29.07.2024.

In evidence, the workman filed his affidavit as examination in chief. He also filed and proved the certificate issued by Welfare Administrator, two certificates dated 26.09.2011 and 04.04.2012, issued by the Medical Officer In charge of respondent no.-2, work distribution order dated 02.06.2016, certificate dated 27.06.2016 issued by Welfare Administrator, letter sent by the Medical Officer to the Welfare and Cess Commissioner and office memorandum dated 01.06.2021 which are Exb. W/1 to W/7.

I have heard argument of learned Counsel for workman Mr. Aditya Ahiwasi. None appeared from the management. I have gone through the record as well.

It has been submitted from the side of workman that he has successfully proved his engagement for about 13 years as Computer Operator. The work of Computer Operator is still be taken by respondent no.-2 by another person after the disengagement of applicant workman. This goes to show that the work is a permanent and perennial nature. Engaging contract labour for a work of perennial nature is prohibited under Section 5 of the Contract Labour Regulation and Abolition Act. This is unfair labour practice on the part of employer as defined u/s. **2(ra) of the Act** and mentioned in the 5th Schedule to the Act and is prohibited u/s. **25-T & 25-U of the Act**. Hence, it is in the interest of justice that the workman be granted relief of his reinstatement on the post he was working at the time of his disengagement.

Learned Counsel has referred to judgment of Hon'ble Supreme Court in the case of ***Jeetu Bhai Khansang Ji Jadeja Vs. Kachch District Panchayat, Civil Appeal No. 6890 of 2022***. In the referred case the workman was working with the management as a watchman, since 1992 till 30.12.2002, when his services were terminated for no cause without any notice and without following procedure prescribed under the Act. Hon'ble the Apex Court referred to its three Judge Bench Judgment in the case of ***Hindustan Tin Works vs. Employees of M/s. Hindustan Tin Works, reported in (1979) 2 SCC 80***, ***Deepali Gundu Survasey vs. Kranti Junior Adhyapak Mahavidyalaya and others, reported in (2013) 10 SCC 324*** and ***Bharat Sanchar Nigam Limited vs. Bhurumal, reported in (2014) 7 SCC 177*** and directed the workman to be reinstated with all back wages and benefits.

Learned Counsel has further referred to another judgment of Hon'ble Supreme Court in the case of ***Pyare Jan vs. Karnatka State Electricity Board,, reported in (2002) 10 SCC 422***, in this case also considering the age and tenure of engagement, the workman was ordered to be reinstated.

In another case of ***Tapas Kumar Pal vs. BSNL & others, reported in (2014) 15 SCC 313,*** it has been held by Hon'ble Supreme Court that award of reinstatement can be substituted by awarding compensation only on certain justifiable grounds.

From perusal of evidence in form of affidavit which is uncontroverted, and documents as mentioned above the fact that the workman has worked with the respondent no.-2 since June 2008 till date of his disengagement on 28.02.2021 as Computer Operator is proved. The case of the workman is that he was shown to be an outsourced employee is in fact just to deprive him of his legally admissible claims with regard to permanent status and regularization.

Section 2(ra) of the Act and Clause 10 of the 5the Schedule of the Act as well Section 25-T & 25-U of the Act are being reproduced as follows :-

Section 2(ra) - "***unfair labour practice" means any of the practices specified in the Fifth Schedule***;

5th Schedule UNFAIR LABOUR PRACTICES

On the part of employers and trade unions of employers -

Clause 10 ***- To employ workmen as "badlis", casuals or temporaries and to continue them as such for years, with the object of depriving them of the status and privileges of permanent workmen.***
Section 25-T -

Prohibition of unfair labour practice.—No employer or workman or a trade union, whether registered under the Trade Unions Act, 1926 (18 of 1926), or not, shall commit any unfair labour practice.

***Section* 25-U-**

Penalty for committing unfair labour practices.—Any person who commits any unfair labour practice shall be punishable with imprisonment for a term which may extend to six months or with fine which may extend to one thousand rupees or with both.

In its recent judgment, in the case of ***Jaggo Vs. Union of India, reported in (2024) SCC Online SC 3826***, Hon'ble the Supreme Court has propounded following principles, being reproduced as follows :-

"22. The pervasive misuse of temporary employment contracts, as exemplified in this case, reflects a broader systemic issue that adversely affects workers' rights and job security. In the private sector, the rise of the gig economy has led to an increase in precarious employment arrangements, often characterized by lack of benefits, job security, and fair treatment. Such practices have been criticized for exploiting workers and undermining labour standards. Government institutions, entrusted with upholding the principles of fairness and justice, bear an even greater responsibility to avoid such exploitative employment practices. When public sector entities engage in misuse of temporary contracts, it not only mirrors the detrimental trends observed in the gig economy but also sets a concerning precedent that can erode public trust in governmental operations. ……

25. It is a disconcerting reality that temporary employees, particularly in government institutions, often face multifaceted forms of exploitation. While the foundational purpose of temporary contracts may have been to address short-term or seasonal needs, they have increasingly become a mechanism to evade long-term obligations owed to employees. These practices manifest in several ways:

• Misuse of "Temporary" Labels:- Employees engaged for work that is essential, recurring, and integral to the functioning of an institution are often labelled as "temporary" or "contractual," even when their roles mirror those of regular employees. Such misclassification deprives workers of the dignity, security, and benefits that regular employees are entitled to, despite performing identical tasks.

• Arbitrary Termination:- Temporary employees are frequently dismissed without cause or notice, as seen in the present case. This practice undermines the principles of natural justice and subjects workers to a state of constant insecurity, regardless of the quality or duration of their service.

• Lack of Career Progression:- Temporary employees often find themselves excluded from opportunities for skill development, promotions, or incremental pay raises. They remain stagnant in their roles, creating a systemic disparity between them and their regular counterparts, despite their contributions being equally significant.

• Using Outsourcing as a Shield:- Institutions increasingly resort to outsourcing roles performed by temporary employees, effectively replacing one set of exploited workers with another. This practice not only perpetuates exploitation but also demonstrates a deliberate effort to bypass the obligation to offer regular employment.

• Denial of Basic Rights and Benefits:- Temporary employees are often denied fundamental benefits such as pension, provident fund, health insurance, and paid leave, even when their tenure spans decades. This lack of social security subjects them and their families to undue hardship, especially in cases of illness, retirement, or unforeseen circumstances."

The principle laid down in the case of Jaggo (Supra) has been followed by Hon'ble Supreme Court in the case of ***Shripal Vs. Nagar Nigam Ghaziabad in Civil Appeal No. 8157/2024 (2025 INSC 144).*** The relevant portion of the said judgment is being reproduced as follows:-

"12. The evidence, including documentary material and undisputed facts, reveals that the Appellant Workmen performed duties integral to the Respondent Employer's municipal functions specifically the upkeep of parks, horticultural tasks, and city beautification efforts. Such work is evidently perennial rather than sporadic or project-based. Reliance on a general "ban on fresh recruitment" cannot be used to deny labor protections to long serving workmen. On the contrary, the acknowledged shortage of Gardeners in the Ghaziabad Nagar Nigam reinforces the notion that these positions are essential and ongoing, not intermittent. By requiring the same tasks (planting, pruning, general upkeep) from the Appellant Workmen as from regular Gardeners but still compensating them inadequately and inconsistently the Respondent Employer has effectively engaged in an unfair labour practice. The principle of "equal pay for equal work," repeatedly emphasized by this Court, cannot be casually disregarded when workers have served for extended periods in roles resembling those of permanent employees. Long-standing assignments under the Employer's direct supervision belie any notion that these were mere short-term casual engagements.

……..

14. The Respondent Employer places reliance on Umadevi (supra) to contend that daily-wage or temporary employees cannot claim permanent absorption in the absence of statutory rules providing such

absorption. However, as frequently reiterated, Uma Devi itself distinguishes between appointments that are "illegal" and those that are "irregular," the latter being eligible for regularization if they meet certain conditions. More importantly, Uma Devi cannot serve as a shield to justify exploitative engagements persisting for years without the Employer undertaking legitimate recruitment. Given the record which shows no true contractor based arrangement and a consistent need for permanent horticultural staff the alleged asserted ban on fresh recruitment, though real, cannot justify indefinite daily-wage status or continued unfair practices.

15. It is manifest that the Appellant Workmen continuously rendered their services over several years, sometimes spanning more than a decade. Even if certain muster rolls were not produced in full, the Employer's failure to furnish such records—despite directions to do so—allows an adverse inference under well-established labour jurisprudence. Indian labour law strongly disfavors perpetual daily-wage or contractual engagements in circumstances where the work is permanent in nature. Morally and legally, workers who fulfil ongoing municipal requirements year after year cannot be dismissed summarily as dispensable, particularly in the absence of a genuine contractor agreement. At this juncture, it would be appropriate to recall the broader critique of indefinite "temporary" employment practices as done by a recent judgement of this court in Jaggo v. Union of India

16. The High Court did acknowledge the Employer's inability to justify these abrupt terminations. Consequently, it ordered re-engagement on daily wages with some measure of parity in minimum pay. Regrettably, this only perpetuated precariousness: the Appellant Workmen were left in a marginally improved yet still uncertain status. While the High Court recognized the importance of their work and hinted at eventual regularization, it failed to afford them continuity of service or meaningful back wages commensurate with the degree of statutory violation evident on record.

17. In light of these considerations, the Employer's discontinuation of the Appellant Workmen stands in violation of the most basic labour law principles. Once it is established that their services were terminated without adhering to Sections 6E and 6N of the U.P. Industrial Disputes Act, 1947, and that they were engaged in essential, perennial duties, these workers cannot be relegated to perpetual uncertainty. While concerns of municipal budget and compliance with recruitment rules merit consideration, such concerns do not absolve the Employer of statutory obligations or negate equitable entitlements. Indeed, bureaucratic limitations cannot trump the legitimate rights of workmen who have served continuously in de facto regular roles for an extended period.
18. The impugned order of the High Court, to the extent they confine the Appellant Workmen to future daily-wage engagement without continuity or meaningful back wages, is hereby set aside with the following directions:-

I. The discontinuation of the Appellant Workmen's services, effected without compliance with Section 6E and Section 6N of the U.P. Industrial Disputes Act, 1947, is declared illegal. All orders or communications terminating their services are quashed. In consequence, the Appellant Workmen shall be treated as continuing in service from theof their termination, for all purposes, including seniority and continuity in service.

II. The Respondent Employer shall reinstate the Appellant Workmen in their respective posts (or posts akin to the duties they previously performed) within four weeks from the date of this judgment. Their entire period of absence (from the date of termination until actual reinstatement) shall be counted for continuity of service and all consequential benefits, such as seniority and eligibility for promotions, if any.

III. Considering the length of service, the Appellant Workmen shall be entitled to 50% of the back wages from the date of their discontinuation until their actual reinstatement. The Respondent Employer shall clear the aforesaid dues within three months from the date of their reinstatement.

IV. The Respondent Employer is directed to initiate a fair and transparent process for regularizing the Appellant Workmen within six months from the date of reinstatement, duly considering the fact that they have performed perennial municipal duties akin to permanent posts. In assessing regularization, the Employer shall not impose educational or procedural criteria retroactively if such requirements were never applied to the Appellant Workmen or to similarly situated regular employees in the past. To the extent that sanctioned vacancies for such duties exist or are required, the Respondent Employer shall expedite all necessary administrative processes to ensure these longtime employees are not indefinitely retained on daily wages contrary to statutory and equitable norms."

From the above discussion, the facts that the workman has been working at the site of the department under the instruction of the department for almost about 13 years is established, which shows that the work is of permanent and perennial nature, hence is prohibited u/s. 10 of Contract Labour Regulation and Abolition Act 1970. This is also established that there has been and there is a vacancy for the post because the case of the workman, is uncontroverted on the point that this job is taken by someone other. This is also established that by employing a person as contract labour for the period of 13 year and more, the management has committed unfair labour practice just with the sole purpose the deprive an employee of his legally admissible benefits with regards to pay and permanency of tenure as well regularization, which is disapproved by law.

In light of the proved facts above mentioned, the petition is disposed by following award :-

AWARD

The Respondent Employer shall reinstate the Appellant Workman in his post (or posts akin to the duties they previously performed) within eight weeks from the date of publication of this Award in official Gazette nt. Their entire period of absence (from the date of termination until actual reinstatement) shall be counted for continuity of service and all consequential benefits, such as seniority and eligibility for promotions, except back wages..

The Respondent Employer shall initiate a fair and transparent process for regularizing the Appellant Workman within six months from the date of reinstatement, duly considering the fact that he has performed perennial w duties akin to permanent posts. In assessing regularization, the Employer shall not impose educational or procedural criteria retrospectively if such requirements were never applied to the Appellant Workman or to similarly situated regular employees in the past.

DATE: 17/06/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 7 अगस्त, 2025

का.आ. 1519.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **इडियन बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (13/2025) प्रकाशित करती है।

[सं. एल-39025/01/2025-आईआर(बी-II)-27]

सलोनी, उप निदेशक

New Delhi, the 7th August, 2025

S.O. 1519.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 13/2025*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of Indian Bank and their workmen.

[No. L-39025/01/2025- IR (B-II)-27]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - Sri IRFAN QAMAR

Presiding Officer

Dated the 1st day of July, 2025

INDUSTRIAL DISPUTE No. 13/2025

Between:

The General Secretary,

Indian Bank Employees Union(AP & TS),

Banjarasadan, Street No. 15, Himayatnagar,

Hyderabad-500029.

……Petitioner

AND

The Chief General Manager,

Indian Bank, Corporate Office,

254-260, Avvai Shanmugam Salai,

Roypettah, Chennai-600014. **….. Respondent**

Appearances:

For the Petitioner : None

For the Respondent: None

AWARD

The Government of India, Ministry of Labour by its Order no. 7/1/2025-B1 dated 20.01.2025 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s Naval Armament Depot, and their workmen. The reference is,

SCHEDULE

"Whether the action of the management in denying payment of Special Pay- Daftary Allowance, which has bearing on retirement benefits, to Sri Matta Anjaiah SR No. 28968 from Feb. 2016 to April, 2022 is legal and justified? If not, what relief the workman is entitled to?"

The reference is numbered in this Tribunal as I.D. No 13/2025 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Despite service of notice and sufficient opportunity didn't filed any claim statement and documents. Hence,In absence of claim statement 'no-claim' Award is passed. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 1st day of July, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 7 अगस्त, 2025

का.आ. 1520.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कोशी क्षेत्रीय ग्रामीण बैंक के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **न 1 धनबाद** के पंचाट (10/2003) प्रकाशित करती है।

[सं. एल-12011/36/2002-आईआर(बी-I)]

सलोनी, उप निदेशक

New Delhi, the 7th August, 2025

S.O. 1520.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 10/2003*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No.1 Dhanbad* as shown in the Annexure, in the industrial dispute between the management of Koshi Kshetriya Gramin Bank and their workmen.

[No. L-12011/36/2002- IR (B-I)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

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

Reference Case No. 10/2003

Employer in relation to the management of Kosi Kshetriya Gramin Bank, H.O.,Purnea.

AND.

Their workman.

Present: **Shri Sachindra Kumar Pandey**

Presiding Officer

Appearances:

For the Employers :- Sri R.R. Prasad, Ld. Advocate.

For the workman. :- None.

State : Jharkhand. Industry:-Bank

Dated 14/07/2025

AWARD.

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947),Government Of India through the Ministry of Labour, vide its Order No.L-12011/36/2002-(IR(B-I)) dated 24/31.12.2002 has been pleased to refer the following dispute between the employer i.e. management of Kosi Kshetriya Gramin Bank, Purnea and their workman through General Secretary, Kosi Kshetriya Gramin Bank Staff Organisation, Purnea for adjudication by this Tribunal:

SCHEDULE

"Whether the claim of the Kosi Kshetriya Gramin Bank State Organisation for payment of overtime for working on 1.4.2001 being Sunday and for advance Computer increment as given in the nationalized banks to include in the Salary for computation of House rent allowance is justified? If so, what relief they are entitled to?"

2. On receiving order no. L-12011/36/2002-(IR(B-I)) dated 24/31.12.2002 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 10 of 2003 was registered on 21.01.2003 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents in support of their claims and the witnesses.

3. After issuance of regd. notice, none appeared on behalf of the workman. It further transpires in the case record, when the case record was put up after a long gap, registered notices were sent on 16.08.2021 and thereafter no step was taken from the side of the workman. Whereas Sri R.R. prasad, Ld. Advocate appeared from the side of the management from 27.12.2021 to 12.09.2022 and thereafter failed to appear before this Tribunal but the workman never appeared before the Tribunal since 21.01.2003, though on 20.06.2025, Sri R.R. Prasad, Ld. Advocate appeared for the management.

4. On perusal of the entire case record it is transpires that the workman never appeared before this Tribunal for a period of 22 years which shows that the workman has lost his interest in this case and therefore, for the ends of justice, this case deserves to be dismissed for non prosecution.

5. Hence,

ORDERED

that this case is hereby dismissed and a "No Dispute Award" be drawn up in respect of the above reference case. Let the copies of Award in duplicate be sent to the Ministry of Labour & Employment, Government of India, New Delhi for information and notification.

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 8 अगस्त, 2025

का.आ. 1521.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **सचिव, केंद्रीय माध्यमिक शिक्षा बोर्ड; किंग सिक्योरिटी गार्ड्स सर्विसेज प्राइवेट लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री मातबर सिंह** के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-II नई दिल्ली पंचाट (संदर्भ संख्या-**138/2022**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.07.2025 को प्राप्त हुआ था।

[सं. एल-42025/07/2025/178-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 8th August, 2025

S.O. 1521.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. **138/2022**) of the **Central Government Industrial Tribunal cum Labour Court – II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Secretary, Central Board of Secondary Education; King Security Guards Services Pvt. Ltd.,** and **Sh. Matbar Singh,** which was received along with soft copy of the award by the Central Government on **23.07.2025**.

[No. L-42025/07/2025/178-IR (DU)]

SALONI, Dy. Director

ANNEXURE

BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO-II, NEW DELHI

I.D. No. 138/2022

Sh. Matbar Singh, S/o Sh. Kanwar Singh,

Through- Samajwadi Karamchari Union,
D-212, Gali No. 10, Jagatpuri, Mandoli Road,
Delhi-110093.

Versus

1. **The Secretary,**
Central Board of Secondary Education,
Shiksha Kendra, # 2-Community Centre,
Preet Vihar, Delhi-110092.
2. **King Security Guards Services Pvt. Ltd.,**
39-A/102, Mohammadpur Village, Near Ram Mandir,
New Delhi-110066.

Appearance:-

For Claimant: Sh. Ajay Tyagi, Ld. AR along with claimant.

For Management: Ms. Vilaksha Daima, Ld. AR for the management-1.

Sh. Kripal Singh, Ld. AR for management-2.

AWARD

16.07.2025

This is an application **U/S 2A of the Industrial Disputes Act (here in after is referred as an Act)** filed by the claimant for his illegal termination.

Counsel of the workman submits that workman do not want to proceed with the present claim. Workman's statement is recorded separately.

In view of the above submission made by the AR of the claimant, claimant's claim stands dismissed as withdrawn. Award is accordingly passed. A copy of this award is sent to appropriate government for notification under section 17 of the I.D. Act. Record of this file is consigned to record room.

ATUL KUMAR GARG, Presiding Officer.

Date: 16.07.2025

नई दिल्ली, 8अगस्त, 2025

का.आ. 1522.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **उप. अध्यक्ष, डीडीए; गायत्री वेबटेक प्रा. लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्रीमती प्रेम** के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-II नई दिल्ली पंचाट (संदर्भ संख्या- **14/2021**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.07.2025 को प्राप्त हुआ था।

[सं. एल-42025/07/2025/176-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 8th August, 2025

S.O. 1522.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. **14/2021**) of the **Central Government Industrial Tribunal cum Labour Court – II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Dy. Chairman, DDA; Gayatri Webtech Pvt. Ltd.** and **Smt. Prem,** which was received along with soft copy of the award by the Central Government on **23.07.2025**.

[No. L-42025/07/2025/176-IR (DU)]

SALONI, Dy. Director

ANNEXURE

BEFORE CENTRAL GOVERNMENT INDSUTRIAL TRIBUNAL – CUM – LABOUR COURT-II, NEW DELHI

I.D. NO. 14/2021

Smt. Prem, W/o Sh. Ranjeet,

R/o House No. H-114, JJ Colony, Wazirpur,

Delhi-110052.

VERSUS

1. **The Dy. Chairman, DDA,**
   DDA Head Qrts, 4- Mahatma Gandhi Marg,
   I.P. Estate, New Delhi-110002.
2. **Gayatri Webtech Pvt. Ltd.,**
   SF-02, One Mart Mall, Sector-6,
   Vashundhra, Vaishali, Ghaziabad-201019.

AWARD

1. This is an application **U/s 2A of the Industrial Disputes Act (here in after is referred as an Act)** filed by the claimant stating that she was working with the management-1 through M-2 who is a contractor since 01.04.2014 as a Sweeper and her last drawn salary was Rs. 8,000/- per month. Management no. 2 had deployed the workman at the premises of the management no. 1 situated at Major Dhyan Chand Sports Complex, F-140, Block-F, JJ Colony, Wazirpur, Ashok Vihar, Delhi-110052. She did her work well and has not given any chance of making any complaint to the management nor was she charged while she was in service. Management did not provide any legal facility i.e. appointment letter, attendance register, leave book, wages slip, bonus, ESI, P.F., minimum wages etc. Management used to take work from her in overtime but she was not paid overtime wages. When the workman demanded for said legal benefits, management had terminated her services illegally on 11.12.2018. Thereafter, workman filed a case before conciliation officer, on 15.04.2019, management no. 2 appeared and compromise that he would reinstate the workman. She was taken back on duty. After taking back on job, she again demanded for the legal facilities which annoyed the managements. In vengeance of the demands raised by the workman, without giving any reason and prior notice to her, she was terminated by the management on 01.08.2019 which is illegal. Thereafter, she kept on regularly visiting the management's establishments and requested the managements to take her back on duty and to permit her duty and pay her due wages, but, the managements were adamant not to take her back on duty. She had also sent a demand letter dated 20.08.2019 to the managements through the labour union by speed post which had been served to the managements, however, despite service of the demand letter, managements had not paid any heed to the same. She had gone to the conciliation, but it was resulted into failure. Hence, she filed the present claim with the prayer that he be reinstated with full back wages.

2. M-1 has filed its WS denying the averment made in the claim statement of the claimant. He also submitted that claim of the claimant is not maintainable and liable to be dismissed as he was never employed of M-1, he was the employee of M-2.

3. M-2 was proceeded ex-parte vide order dated 09.11.2021.

4. Examination in chief of the workman has been recorded. Thereafter, neither the workman nor her AR has been appearing since long to substantiate her claim, inspite of providing a number of opportunities.

7. In these circumstances, when the claimant is not interested in perusing her case, this tribunal has no option but to dismiss her claim. Hence, her claim stands dismissed. Award is passed accordingly. A copy of this award is sent to appropriate government for notification under section 17 of the I.D. Act. File is consigned to record room.

ATUL KUMAR GARG, Presiding Officer

Date: 07.07.2025

नई दिल्ली, 8 अगस्त, 2025

का.आ. 1523.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **डाकपाल; मुख्य डाकपाल (सीपीएमजी), दिल्ली मंडल; संचार मंत्रालय, दूरसंचार विभाग** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री रोशन लाल** के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-II नई दिल्ली पंचाट (संदर्भ संख्या- **179/2019**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.07.2025 को प्राप्त हुआ था।

[सं. एल-42025/07/2025/177-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 8th August, 2025

S.O. 1523.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. **179/2019**) of the **Central Government Industrial Tribunal cum Labour Court – II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Post Master; The Chief Post Master General (CPMG), Delhi Circle; Ministry of Communication, Department of Telecommunication** and **Sh. Roshan Lal,** which was received along with soft copy of the award by the Central Government on **23.07.2025**.

[No. L-42025/07/2025/177-IR (DU)]

SALONI, Dy. Director

ANNEXURE

BEFORE CENTRAL GOVERNMENT INDSUTRIAL TRIBUNAL – CUM – LABOUR COURT-II, NEW DELHI

I.D. NO. 179/2019

Sh. Roshan Lal, S/o SH. Nanhkau,

R/o House No. 4256, Gali Verma Wali, Pahari Dheeraj,

Sadar Bazaar, Delhi-110006.

Through- All India General Mazdoor Trade Union,

Off-170, Bal Mukund Khand Giri Nagar, Kalkaji,

New Delhi-110019.

VERSUS

1. The Post Master,

67-D, Mayapuri Industrial Area Phase-II, New Delhi-110064.

2. The Chief Post Master General (CPMG), Delhi Circle,

Meghdoot Bhawan, New Delhi-110001.

3. Ministry of Communication,

Department of Telecommunication,

Sanchar Bhawan, 20 Ashoka Road, New Delhi-110001.

AWARD

1. This is an application **U/s 2A of the Industrial Disputes Act (here in after is referred as an Act)** filed by the claimant stating that he was working with the management since 30.06.2015 as a Postman and his last drawn salary was Rs. 16,950/- per month. During his service period, he has not given any chance to the management to make any complaint to him nor was he charged while he was in service. He was deprived from the facilities available under labour laws and equal work, equal pay etc. His duty was in D Block, Mayapuri Jung Market, New Delhi-64, Post Office and the post office comes under the

M-2. Management himself kept him and from that time management gave his name to the Contractor i.e. **M/s G A Digital Web World Pvt. Ltd., Regd. Office: No. 1 Hargobind Enclave, Vikas Marg Extension, Delhi-110092.** Thereafter, management himself started paying salary to him since 01.01.2017 and started showing his name on their records. His services was illegally terminated by the management on 12.10.2018. He had sent the written demand letter 0n 13.10.2018 through registered post/speed post. The above said demand letter had been received by the management but management did not give any reply for the above said demand letter. He had gone to the conciliation, but it was resulted into failure. Hence, he filed the present claim with the prayer that he be reinstated with full back wages.

2. Management has filed its WS, denying the averment made in the claim statement of the claimant. He also submitted that claim of the claimant is not maintainable and liable to be dismissed.

3. After completion of the pleadings vide order dated 20.02.2020, following issues have been framed i.e.:

(i) Whether the proceeding is maintainable.

(ii) Whether the service of the workman was illegally terminated.

(iii) Whether there exists any employer & employee relationship between the management and the workman.

(iv) Whether the workman is entitled to relief of reinstatement and other consequential benefits.

4. Now, the matter is listed for arguments on the claimant's application filed under section 11(3)(b) of the I.D. Act. However, neither the workman nor his AR has been appearing since long, despite providing a number of opportunities.

5. In these circumstances, when the claimant is not interested in perusing his case, this tribunal has no option but to dismiss his claim. Hence, his claim stands dismissed. Award is passed accordingly. A copy of this award is sent to appropriate government for notification under section 17 of the I.D. Act. File is consigned to record room.

ATUL KUMAR GARG, Presiding Officer

Date: 14.07.2025

नई दिल्ली, 8 अगस्त, 2025

का.आ. 1524.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय भवन निर्माण निगम लिमिटेड; एनकेजी इन्फ्रास्ट्रक्चर लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री महादेव** के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-II नई दिल्ली पंचाट (संदर्भ संख्या- **199/2022**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.07.2025 को प्राप्त हुआ था।

[सं. एल-42025/07/2025/181-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 8th August, 2025

S.O. 1524.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. **199/2022**) of the **Central Government Industrial Tribunal cum Labour Court – II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **National Building Construction Corporation Ltd.; NKG Infrastructure Ltd.** and **Sh. Mahadev,** which was received along with soft copy of the award by the Central Government on **23.07.2025**.

[No. L-42025/07/2025/181-IR (DU)]

SALONI, Dy. Director

ANNEXURE

BEFORE CENTRAL GOVERNMENT INDSUTRIAL TRIBUNAL – CUM – LABOUR COURT-II, NEW DELHI

I.D. NO. 199/2022

Sh. Mahadev, S/o Late Sh. Ratan,

R/o V.P.O.- Palson, Mathura, Uttar Pradesh-281502.

Through- Delhi Dalit Mazdoor Vikas Sangathan,

CB-06, Ring Road, Naraina, New Delhi- 110028.

VERSUS

1. National Building Construction Corporation Ltd.,

East Kidwai Nagar, New Delhi-110023.

Head Office: NBCC Bhawan, Lodhi Road, New Delhi-110003.

2. NKG Infrastructure Ltd.,

D-112, Lal Quarter, East Kidwai Nagar, New Delhi-110023.

Also At:-

204, Kailash Building, 26, K.G. Marg, New Delhi-110001.

AWARD

1. This is an application **U/s 2A of the Industrial Disputes Act (here in after is referred as an Act)** filed by the claimant stating that he was working with the management-1 through M-2 who is a contractor since 09.01.2019 as a Store Incharge and his last drawn salary was Rs. 26,000/- per month. His service record was clean. He did his work well and has not given any chance of making any complaint to the management nor was he charged while he was in service. Management did not provide any legal facility i.e. appointment letter, minimum wages , leave Book, overtime, card, wages according to post, bonus, casual leave & festivals' holiday etc. When the workman demanded for said legal benefits, without issuing any notice, without charge-sheet or without any rhyme or reason management had terminated his services illegally on 03.08.2021 which is a violation of section 25-F of the I.D. Act. He had worked more than 240 days in a calendar year with the management. Thereafter, he had gone to the conciliation, but it was resulted into failure. Hence, he filed the present claim with the prayer that he be reinstated with full back wages.

2. AR for the management no. 1 Sh. Sushil Kumar had appeared only for one time i.e. 24.04.2023. Thereafter, neither he has appeared nor filed any WS. Management no. 2 has not been appearing since beginning. Notice issued to management no. 2 received unserved. AR of the workman was required to file correct address of management no. 2, but, he has not apprised the tribunal about fresh address since 11.09.2024.

3. In these circumstances, when the claimant is not interested in apprising the tribunal about fresh address of management no. 2, this tribunal has no option except to pass no dispute award. Award is passed accordingly. A copy of this award is sent to appropriate government for notification under section 17 of the I.D. Act. File is consigned to record room.

ATUL KUMAR GARG, Presiding Officer

Date: 14.07.2025

नई दिल्ली, 8 अगस्त, 2025

का.आ. 1525.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **आयुक्त, दक्षिणी दिल्ली नगर निगम, नई दिल्ली** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्रीमती कमलेश एवं अन्य** के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-II नई दिल्ली पंचाट (संदर्भ संख्या- **223/2018**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.07.2025 को प्राप्त हुआ था।

[सं. एल-42025/07/2025/182-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 8th August, 2025

S.O. 1525.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. **223/2018**) of the **Central Government Industrial Tribunal cum Labour Court – II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Commissioner; South Delhi Municipal Corporation, New Delhi** and **Smt. Kamlesh and Ors.,** which was received along with soft copy of the award by the Central Government on **23.07.2025**.

[No. L-42025/07/2025/182-IR (DU)]

SALONI, Dy. Director

ANNEXURE

BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM – LABOUR COURT NO. II, NEW DELHI

ID No. 223/2018

Smt. Kamlesh and 2 Ors. vs. S.D.M.C.

Smt. Kamlesh and Ors.

Through- MCD General Union,

Room no. 95, Jam Nagar House, Shahjahan Road,

New Delhi-110011.

…Applicants/Claimants

Versus

1. The Commissioner,
   South Delhi Municipal Corporation, 9th Floor, Civic Centre,
   Minto Road, New Delhi-11002.

… Management/respondent

Counsels:

For Applicants/ Claimants*:*

Sh. B.K. Prasad, Ld. AR.

For Management/ Respondent*:*

Sh. Rajiv Bhardwaj, Ld. AR.

AWARD

11.07.2025

The appropriate government vide letter dated 26.11.2018, sent the following reference to this tribunal in respect of three claimants:

> ***"Whether Smt. Kamlesh w/o late Sh. Ram Kishan, is entitled to be regularized on the post of Mali w.e.f 01-07-2011. Whether Smt. Shakuntala w/o Late Sh. Raj Pal Singh and Smt. Usha w/o Late Sh. Sonder Singh are also entitled to be regularized on the post of Mali w.e.f 03-09-2009, with all consequential benefits including regular pay scale to each of the three workmen instead of Muster roll Mali by the Management of South Delhi Municipal Corporation. If so, to what relief these workmen are entitled to and what directions are necessary in this respect?"***

The particulars of the claimants are as follows:

Sr. No	Name	Husband's Name	Date of Employment on Muster Roll Mali	Date of Husband's Death
1	Smt. Kamlesh	Late Sh. Ram Kishan	01.07.2011	22.03.2010
2	Smt. Shakuntala	Late Sh. Raj Pal	03.09.2011	29.01.2006
3	Smt. Usha	Late Sh. Sonder Singh	03.09.2009	06.01.2007

The claimants, in pursuance of the reference, filed their claim statement, asserting that all three claimants, whose particulars are given above in the table, are working as daily rated/ muster roll Malis on compassionate grounds under the S.D.M.C., South Zone Green Park, New Delhi. They stated that their respective husbands were regular employees of the management and died in harness. Consequently, the management engaged the claimants on muster roll/ daily wage basis on compassionate grounds. However, they were entitled to appointment on the post of regular Malis, along with all consequential benefits, including regular pay-scale from respective dates of their engagement.

In response, the management filed its written statement, stating that the claim filed by the claimants is false, frivolous, baseless and has been filed with malafide intention to compel the management to accede to the illegal and unlawful demand of the claimants. Hence, the same is not legally maintainable. The management argued that:

- No demand notice was served upon the management, and therefore, the present dispute doesn't fall within the definition of an 'Industrial Dispute'.
- Government jobs are not hereditary in nature and the purpose of compassionate employment is only to help the family of a deceased employee get over the sudden financial crisis and not to provide employment.
- The claimants' application for grant of compassionate appointment is hopelessly barred by delay and suffer from legal infirmities.
- There is only a very limited quota of 5% for appointment on compassionate ground on regular basis as per Government of India Guidelines, only to very deserving candidates.
- Even though, the management is not bound to give the appointment on compassionate ground, when no vacancies are available at the relevant time under the prescribed 5% quota, it has framed a policy to provide immediate help to such candidates who seek appointment on compassionate ground. Under this policy, the eligible candidates are employed on daily wages or a contractual basis. If the vacancies arise later, their regularization is considered based on seniority and financial condition.
- Financial condition of smt. Kamlesh was very poor, she had three daughters, all of them unmarried. Therefore, she was regularized w.e.f. 18.11.2016, while financial condition of Smt. Usha and Smt. Shakuntala were found comparatively stable, having all of their respective children were married and living in good conditions. Due to which, they were not found eligible for regularization under 5 % quota.

From pleadings of parties, following issues were framed:

1. Whether the proceeding is maintainable.
2. Whether the claimant Smt. Kamlesh is entitled to be regularized in the post of Mali w.e.f. 01.07.2011.
3. Whether the claimants Smt. Shakuntala and Smt. Usha are entitled to be regularized in the post of Mali w.e.f. 03.09.2009 instead of being as Muster Roll Mali.
4. Whether the above named workmen are entitled to regular appointment on compassionate ground.
5. To what relief the parties are entitled to.

In order to substantiate the claimants' claim, Sh. B.K. Prasad, president of MCD General Mazdoor Union appeared in the witness box. He deposed the following :

- The deceased were employed as regular Malis, who died in harness, so the claimants, as their legal heirs, are entitled to be appointed as regular Malis on compassionate grounds.
- As per the policy Exhibited as Ex. WW1/1, the claimants are entitled to be appointed as regular Malis instead of Muster Roll Malis from the date of initial engagement.
- The claimants were engaged on muster roll basis w.e.f. their respective joining dates (mentioned in the table above). Among them, only Smt. Kamlesh was regularized in the year 2016. However, she is also entitled to be regularized from the date she joined as a muster roll employee.

The witness was cross-examined. He admitted that:

- He didn't remember the date on which the claimants approached the union for redressal of his grievance.
- The claimants gave a written representation to the union which is available in his office file but not filed in this proceeding.
- He denied that only 5% of the total vacancies can be filled up on the compassionate grounds.
- He denied that this 5% compassionate appointment are made considering the hardship and acute need of an individual.

- He failed to produce the date of registration of the union representing the claimants, the documents of registration of the union or exact number of the body of the executives.
- He admitted that no meeting of the union was held to espouse the cause of the workmen but the union took a decision for such an espousal. However, no such agenda of the meeting was ever prepared.

In rebuttal, the management examined its witness, Sh. Surendra Singh, who reiterated the facts stated in the written statement. He submitted that after considering economic financial condition of the claimants, appointment letters were issued to them on contract basis on compassionate ground. He relied upon the following documents :

1. A copy of contractual and regular appointment of Smt. Kamlesh (Ex. MW1/A and MW1/B).
2. A copy of contractual appointment of Smt. Shakuntala and Smt. Usha (Ex. MW1/C)

The witness was cross-examined by AR for the claimant, where he admitted that :

- The claimants were engaged on daily wage basis instead of compassionate appointment were discharging the same duties as the regular Malis.
- After death of the said regular Malis, the post remained vacant, and the claimants were engaged on daily basis.
- He didn't know if there was a policy of the Government preventing engagement of daily wagers against regular posts.
- He could not say if the demand notice was mandatory for invoking the provisions of section 2K of the I.D. Act by the claimants.

The whole claim of the claimants is based on the premise that, instead of being appointed as regular Malis on compassionate grounds, they were employed on muster roll/daily wage basis, upon the death of their respective husbands. Since they have been performing their duties similar to those of regular Malis, they submit that they are entitled to be regularized since the date of their joining as daily wagers.

According to the claimants, there is nothing on record, which denies their claim for appointment as regular employees. It is therefore submitted by AR for the claimants, that they should be regularized. In support of his argument, he relied upon a judgment passed by the High Court of Delhi in **Municipal Corporation of Delhi vs. Sh. Rajesh (W.P. (c) No. 12996/2009)** where the High court in similar circumstances granted relief to the claimant, and he was entitled to be treated as regular employee with effect from the date of his initial appointment. Additionally, he relied upon a judgment passed by the Hon'ble Supreme Court of India in **Surinder Singh & Anr. vs. the Engineer in Chief, C.P.W.D. & Ors. (S.C.) A.T.R. 1986 S.C. 76,** where the petitioners and all other daily rated employees were directed to be paid the same salary and allowances as the regular and permanent employees working with the respondent.

On the other hand, the management submitted that for appointments on compassionate grounds, the management has to follow the DoPT guidelines, and they are not a matter or right. In order to help the families of the deceased employees, the management framed a special scheme policy, under which, the dependents of the deceased employees were offered employment on daily wage basis to provide immediate financial help. Moreover, the management argued that appointment on compassionate grounds it is not a right of the claimants, and the same was reiterated by the Hon'ble Supreme Court of India in 2005. The management also distinguished the judgment of **Municipal Corporation of Delhi vs. Sh. Rajesh (W.P. (c) No. 12996/2009),** mentioning that the welfare measure circular of the MCD was not in existence at that time, and this tribunal had differentiated the same in its award dated 01.05.2023 in **Smt. Naresh & 02 Ors. vs. The Commissioner, EDMC (I.D. no. 21/2019)** where claim of the claimants on similar grounds was rejected.

He also relied upon the judgments of the Hon'ble Supreme Court of India in Civil Appeal no. 8540 of 2024 dated 13.11.2024, where the Hon'ble court had held that:

> *Compassionate appointment is not a vested right as a condition of service of an employee, who dies in harness, which must be given to the dependent without any kind of scrutiny or undertaking a process of selection. It is an appointment which is given on proper and strict scrutiny of the various parameters as laid down with an intention to help a family out of a sudden pecuniary financial destitution to help it get out of the emerging urgent situation where the sole bread earner has expired, leaving them helpless and maybe penniless.*

In another judgment of Hon'ble Supreme Court of India in Civil Appeal no. 255 of 2025 passed on 11.02.2025, where similar views were echoed by the Hon'ble court.

I have heard the arguments presented by both parties. In light of above facts, evidence and arguments, my findings on the issues are as follows:

In this respect, DoPT's scheme for compassionate appointment under the central government is applicable to the MCD. The object of the scheme is to grant appointment on compassionate grounds to a dependent family member of a Government servant dying in harness or who is retired on medical grounds, thereby leaving his family in penury and without any means of livelihood, to relieve the family of the Government servant concerned from financial destitution and to help them get over the emergency. In the said scheme, Para 2 of *DOPT O.M. No. 14014/6/94-Estt. (D) dated 09.10.1998]*, described to whom it was applicable, the same reads as under:

To a dependent family member –

(A) of a Government servant who –

- (a) dies while in service (including death by suicide);

(b) or is retired on medical grounds under Rule 2 of the CCS (Medical Examination) Rules 1957 or the corresponding provision in the Central Civil Service Regulations before attaining the age of 55 years (57 years for erstwhile Group 'D' Government servants);

(c) or is retired on medical grounds under Rule 38 of the CCS(Pension) Rules, 1972 or the corresponding provision in the Central Civil Service Regulations before attaining the age of 55 years (57 years for erstwhile Group 'D' Government servants); or

(B) of a member of the Armed Forces who – (a) dies during service; (b) or is killed in action; or (c) is medically boarded out and is unfit for civil employment.

*Note-I "**Dependent Family Member**" means:*

(a) spouse; or

(b) son(including adopted son); or

(c) daughter (including adopted daughter); or

(d) brother or sister in the case of unmarried Government servant or

(e) member of the Armed Forces referred to in (A) or (B) of this para, -- who was wholly dependent on the Government servant/ member of the Armed Forces at the time of his death in harness or retirement on medical grounds, as the case may be.

*Note II. **"Government servant"** for the purpose of these instructions means a Government servant appointed on regular basis and not one working on daily wage or casual or apprentice or ad-hoc or contract or re employment basis.*

*Note III "**Confirmed work-charged staff**" will also be covered by the term 'Government servant' mentioned in Note II above.*

*Note IV "**Service**" includes extension in service (but not re-employment) after attaining the normal age of retirement in a civil post.*

*Note V "**Re-employment**" does not include employment of ex-serviceman before the normal age of retirement in a civil post.*

It also prescribed the authority competent to make compassionate appointment. The same is as under:

(a) Joint Secretary in-charge of administration in the Ministry/Department concerned.

(b) Head of the Department under the Supplementary Rule 2(10) in the case of attached and subordinate offices.

(c) Secretary in the Ministry/Department concerned in special types of cases.

The scheme applies to the group 'C' posts against the direct recruitment quota. There is also a provision for a welfare officer to visit the family of the deceased employee after his sudden demise. Though the said scheme states that appointment on compassionate grounds should be made only on regular basis, that too only if regular vacancy meant for that purpose are available. However, compassionate appointments can be made upto a maximum of 5% of vacancies falling under direct recruitment quota in any Group 'C' post. The appointing authority may hold back upto 5% of vacancies in the aforesaid categories to be filled by direct recruitment through Staff Selection Commission or otherwise so as to fill such vacancies by appointment on compassionate grounds. A person selected for appointment on compassionate grounds should be adjusted in the recruitment roster against the appropriate category viz SC/ST/ OBC/General depending upon the category to which he belongs. For example, if he belongs to SC category he will be adjusted against the SC reservation point, if he is ST/OBC he will be adjusted against ST/OBC point and if he belongs to General category he will be adjusted against the vacancy point meant for General category. While the ceiling of 5% for making compassionate appointment against regular vacancies should not be circumvented by making appointment of dependent family member of Government servant on casual/daily wage/ad-hoc/contract basis

against regular vacancies, there is no bar to considering him for such appointment if he is eligible as per the normal rules/orders governing such appointments. The ceiling of 5% of direct recruitment vacancies for making compassionate appointment should not be exceeded by utilising any other vacancy e.g. sports quota vacancy.

Issue No. 1:

Neither the claimant has led any evidence, nor has the management rebutted the same, in this respect. However, considering that a reference sent to this tribunal, and the evidence led by the claimant on other aspects, it is safely concluded that the proceeding is maintainable.

Issue No. 2:

AR for the claimants asserted that Smt. Kamlesh is entitled to be regularized to the post of Mali w.e.f. 01.07.2011, when she was initially appointed as a daily wager on compassionate grounds. However, in this regard, it has to be made clear that the MCD is bound by the DoPT guidelines and directives. In order to help the families of the deceased employees, the management framed a special scheme, under which, the dependents of the deceased employees were offered employment on daily wage basis to provide immediate financial help. Since appointment on regular basis require certain formalities such as assessments of financial condition and other formalities, the scheme was introduced for immediate help. The word 'compassionate' is used in the contract letter, however, it doesn't suggest that the claimants were entitled to regularization without fulfilling the necessary criteria.

Smt. Kamlesh was regularized on the post of Mali w.e.f. 18.11.2016. Therefore, she cannot claim regularization from the date of her initial appointment on contractual basis. The dependents of the deceased employees have no right to seek appointment on compassionate grounds. The authority concerned must look at the other aspects. The management stated that Smt. Kamlesh was found suitable for regular appointment under the 5% quota, so she was regularized in 2016. In these circumstances, Smt. Kamlesh cannot seek regularization for the date of her initial appointment on contractual basis. The claimants' assertion that compassionate appointment was granted to her initially on contractual basis holds no merit, as the scheme was introduced only to assist the dependents through a due process of enquiry enquiry. Consequently, Smt. Kamlesh cannot be regularized from the date of her initial appointment. Therefore, Issue no.-2 goes in favor of the management.

Issue no.-3:

Regarding the claim of Smt. Shakuntala and Smt. Usha, the management stated that both were found comparatively stable, having all of their respective children were married and living in good conditions. Due to which, they were not found eligible for regularization under 5% quota.

Smt. Shakuntala and Smt. Usha failed to bring any evidence demonstrating financial hardship, or that that they were denied regular appointments despite being bad financial condition.

As earlier discussed, the scheme was introduced by the management to provide immediate relief to the aggrieved family and it is not the vested right of the dependents of a deceased employee to be appointed on regular basis. The claimants failed to bring any evidence to demonstrate that they are entitled to be regularized in the 5% quota considering their financial circumstances. Therefore, the rejection of the claims of Smt. Shakuntala and Smt. Usha for regular appointment is held to be just and proper. Consequently, **issue no.-3** is accordingly decided in favor of the management.

In view of the above discussion**, issue no.-4** is also decided in favor of the management.

In light of the above findings, the reference is answered against the claimants and in favor of the management. Accordingly, the claim of the claimants stands dismissed. A copy of this award be sent to the appropriate government for notification under section 17 of the I.D Act. The case file is consigned to record room.

ATUL KUMAR GARG, Presiding Officer

Dated 11.07.2025

नई दिल्ली, 8 अगस्त, 2025

का.आ. 1526.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **आयुक्त, दक्षिणी दिल्ली नगर निगम, नई दिल्ली** के प्रबंधतंत्र के संबद्ध नियोजकों और **सुश्री सविता** के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-II नई दिल्ली पंचाट (संदर्भ संख्या-**299/2022**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.07.2025 को प्राप्त हुआ था।

[सं. एल-42025/07/2025/183-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 8th August, 2025

S.O. 1526.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. **299/2022**) of the **Central Government Industrial Tribunal cum Labour Court – II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Commissioner; South Delhi Municipal Corporation, New Delhi** and **Ms. Savita,** which was received along with soft copy of the award by the Central Government on **23.07.2025**.

[No. L-42025/07/2025/183-IR (DU)]

SALONI, Dy. Director

ANNEXURE

BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM – LABOUR COURT NO. II, NEW DELHI

ID No. 299/2022

Ms. Savita, D/o Sh. Girish Chauhan,

Through- MCD General Mazdoor Union,

Room No. 95, Barrack No. 1/10, Jam Nagar House,

Shahjahan Road, New Delhi-110011.

…Applicant/Claimant

Versus

The Commissioner,

South Delhi Municipal Corporation,

9th Floor, Civic Centre, J.L. Nehru Marg,

Minto Road, New Delhi-110002.

…Management/Respondents

Counsels:

For Applicant/ Claimant*:*

Sh. B.K Prasad, Ld. AR.

For Management/ Respondent*:*

Sh. Arvind Kumar, Ld. AR.

AWARD

1. This order shall dispose of the issue no. 1 regarding maintainability of the petition. In view of the fact that the claimant's claims to be workman, though, she is a practicing lawyer, this tribunal on 05.03.2024 had framed the preliminary issue. When the matter was listed for argument, counsel for the claimant stated that he had preferred the writ petition before the Hon'ble High Court of Delhi. Nevertheless, thereafter, he has filed the written notes of arguments as well as case law in support of their contention.

2. Before proceeding further, the fact of this case is required to be reproduced. In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour and Employment, vide its Order No. **L-42011/298/2022-IR(DU)** dated 11.11.2022 has been pleased to refer the following dispute between the employer, that is the Management of South Delhi Municipal Corporation and their workman for adjudication by this Tribunal, terms of which are as under:

> ***"Whether the demands of Ms Savita D/o Shri Girish Chauhan through MCD General Mazdoor Union, Delhi vide letter dated 06.03.2022 to the management of South Delhi Municipal Corporation, New Delhi for wages on the principle of "Equal Pay for Equal Work" and regular status since her initial employment i.e. 16.02.2016 in the category/ pay-scale of Junior Law Officer alongwith all consequential benefits and treating her in duty during her mild protest, are proper, legal and justified? If yes, to what relief as sought vide letter under reference are the disputant entitled and what direction(s), if any, is necessary in the matter?"***

3. Claimant had filed her claim statement stating that in the year 2015 management had notified vacancies for the post of Jr. Law Officer in its website and in response to the same she had submitted her application. She was

asked to appear in a test and interview conducted by the management. Being found suitable, she was selected through a selection procedure and appointment letter was issued to her. She had joined the office of SDMC (Law Department) as a front door entry w.e.f 16.02.2016 and started work under the direct control, supervision and premises of the management. She was keeping complete track of cases, updating them in legal software of MCD and ensuring drafting of appropriate replies/WS from the department. She claimed to be workman U/s 2(s) of the ID Act, 1947 as she was not working in any managerial or supervisory capacity and receiving wages as per Section 2(rr) of the ID Act, 1947. Management has violated the provisions of "The Equal Remuneration Act, 1976 which fixes duty of employer to pay equal remuneration to men and women for the same work or work of similar nature. She also submitted that her counterpart i.e. Sh. Ashok Kumar, Jr. Law Officer who worked similar in nature was being paid all the benefits of post while she was getting **Rs. 25,000/- (fixed) + 3500/- (Conveyance Allowance)** for almost six years i.e. since her initial employment i.e. 16.02.2016 to 30.11.2021 which attracts bonded labour system. As such she has made prayer that she be entitled for Equal Pay for Equal Work and regular status since her initial employment in the category and pay-scale of Jr. Law Officer in place of Retainer along with consequential benefits.

4. Management has filed its written statement refuting the claim of the claimant stating that she has placed false and fabricate case. She was initially engaged as a Retainer on 16.02.2016 vide letter no. **CLO/Law (HQ)/SDMC/2016/D-5058** with the conditions specified therein. She claimed wages on the principle of '**equal pay for equal work**' and regular status in the category of pay scale of Junior Law Officer which is bad in the eyes of law as there is no sanctioned post of the Retainer in the corporation. No recruitment rule for the post of Retainer has been made. No such post advertised by the corporation at any point of time. Claimant was neither selected as Junior Law Officer nor offered any appointment letter for the post of Jr. Law Officer. She had worked as a Retainer and the corporation had availed her services as a lawyer/consultant on a fixed fees paid in advance to her services. Claimant cannot claim the wages at par with the Jr. Law Officer as the claimant is a legal practitioner and also indulge in legal practices. She was not restrained to perform her private litigation. Clause-2 of the engagement letter as Retainer only speaks that she will not accept any brief/appear in the court matters against South Delhi Municipal Corporation.

5. After completion of the pleadings vide order dated 20.04.2023, following issues have been framed:

I. Whether the proceeding is maintainable and the claimant is a workman defined under the Act?

II. Whether the claimant W.S denied equal pay for equal work by the management during here employment since 16.02.2016 service of the claimant was illegally terminated by the management no. 2?

III. Whether the claimant is justified in demanding regular employee status from the date of initial employment?

IV. To what other relief the parties entitled to and from which date?

6. After framing of the issues, examination in chief and cross-examination of the claimant has been recorded.

7. However, after going through the content of the claim petition, it was revealed that claimant claims to be a workman who in fact is a practicing advocate. Her license had not been suspended while she was serving. The very first issue has been framed by this Tribunal regarding maintainability of the claim. However, she claims to be a workman herein.

8. In this regard, definition of section 2(s) of the I.D. Act is required to be reproduced herein:

> ***"Workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of that dispute, or whose dismissal, discharge, or retrenchment has led to that dispute, but does not include any such person-***
>
> ***(i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950) or the Navy Act, 1957 (62 of 1957); or***
>
> ***(ii) who is employed in the police service or as an officer or other employee of a prison; or***
>
> ***(iii) who is employed mainly in a managerial or administrative capacity; or***
>
> ***(iv) who, being employed in a supervisory capacity, draws wages exceeding [ten thousand rupees] per mensem or exercises, either by the nature of the duties, attached to the office o by reason of the powers vested in him, functions mainly of a managerial nature.]***

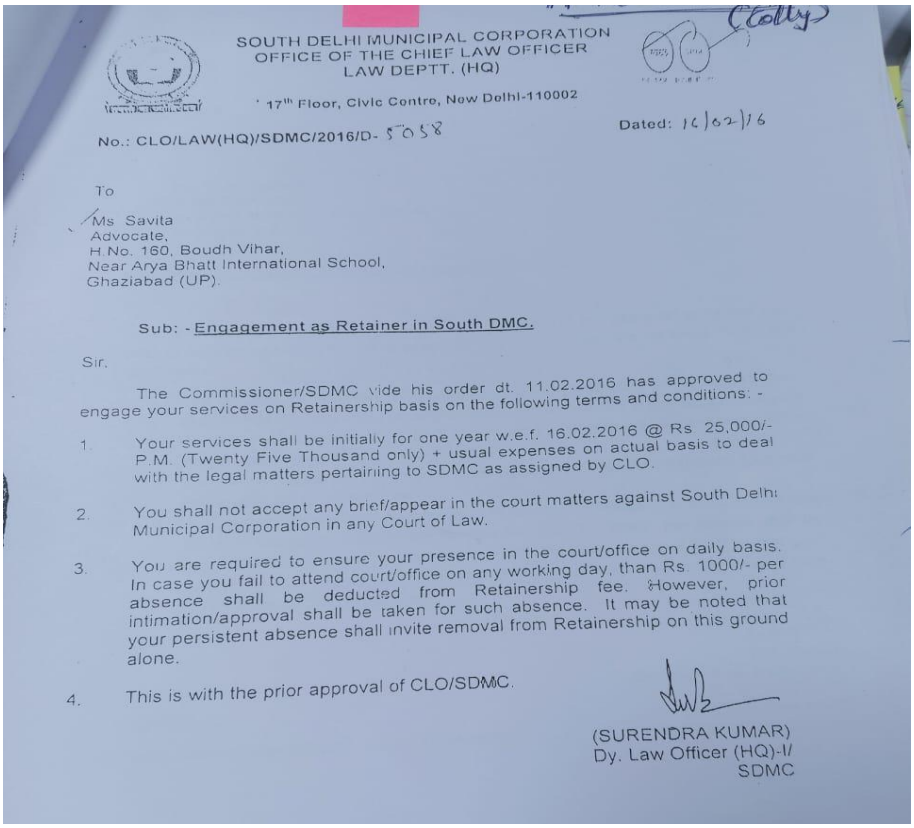
9. Definition of the workman as provided U/s 2(s) is wide enough to include any person as workman in respect of his earning, however, section has itself carved out the exception as Clause-(i), (ii), (iii) and (iv). The 2nd exception stated that, the person who is employed in the police service or as an officer or other employee of a prison is excluded from the category of the workman. The 4th exception stated that, person being employed in a supervisory

capacity, drawing wages exceeding Rs. 10,000/- per month is excluded from the category of the workman.

10. Claimant on the strength of this definition claims to be a workman, though, she is a practicing lawyer and has the license to practice issued by the Bar Council of Delhi. She claims that she be given the pay scale of Junior Law Officer (JLO) since her initial appointment because she did the same job as to the work done by Junior Law Officer.

11. In this regard, engagement letters as a retainer issued by the South Delhi Municipal Corporation from time to time to the claimant are important. Contents of each and every letters are the same except the change of the dates in case of extension of retainership. It has been addressed to **Ms. Savita, Advocate, H. No. 160, Boudh Vihar, Near Arya Bhatt International School, Ghaziabad (UP).**

12. In this regard, engagement letter dated 16.02.2016 is required to be pasted herein:



SOUTH DELHI MUNICIPAL CORPORATION
OFFICE OF THE CHIEF LAW OFFICER
LAW DEPTT. (HQ)

17th Floor, Civic Centre, New Delhi-110002

No.: CLO/LAW(HQ)/SDMC/2016/D- 5058 Dated: 16/02/16

To

Ms. Savita
Advocate,
H.No. 160, Boudh Vihar,
Near Arya Bhatt International School,
Ghaziabad (UP).

Sub: - Engagement as Retainer in South DMC.

Sir,

The Commissioner/SDMC vide his order dt. 11.02.2016 has approved to engage your services on Retainership basis on the following terms and conditions: -

1. Your services shall be initially for one year w.e.f. 16.02.2016 @ Rs. 25,000/- P.M. (Twenty Five Thousand only) + usual expenses on actual basis to deal with the legal matters pertaining to SDMC as assigned by CLO.

2. You shall not accept any brief/appear in the court matters against South Delhi Municipal Corporation in any Court of Law.

3. You are required to ensure your presence in the court/office on daily basis. In case you fail to attend court/office on any working day, than Rs. 1000/- per absence shall be deducted from Retainership fee. However, prior intimation/approval shall be taken for such absence. It may be noted that your persistent absence shall invite removal from Retainership on this ground alone.

4. This is with the prior approval of CLO/SDMC.

(SURENDRA KUMAR)
Dy. Law Officer (HQ)-I/
SDMC

13. Clause-2 of the said letter stated that she shall not accept any brief/appear in the court matters against the South Delhi Municipal Corporation in any court law.

14. Claimant's AR Sh. B.K Prasad had filed the written submission where he had stated that as per the judgment of Hon'ble Supreme Court of India in the matter of **"D.P Maheswari vs. Delhi Administration & Others",** it has been held that court shall decide all issues in disputes not in a part manner. He further placed reliance on section 36(4) of the I.D. Act wherein the appearance of the legal practitioner on behalf of the management is debarred. His contention is that in such scenario, where the legal practitioner has been barred under section 36(4), retainer can appear. Supreme Court of India in the full judgment titled **"Paradip Port Trust vs. Their Workmen**" had stated that the "*Industrial Disputes Act, 1947 is a special piece of legislation with the avowed aim of labour welfare and representation before adjudicatory authorities and this special Act will prevail over the Advocates Act, 1961 which is a general piece of legislation with regard to the subject matter of appearance of lawyers before all courts, tribunals and other authorities"*. Entire argument of the counsel of the workman revolves around the fact that the inspite of the bar created by section 36(4) of the I.D. Act, claimant can appear before the court on behalf of the MCD as a Retainer, even, in case, claimant took objection for her appearance.

15. Argument advanced by the AR of the workman is mis-conceived. Bar created by Section 36 (4) of the I.D. Act has nothing to do with the present case. Here, the court has to see whether the claimant falls within the definition of the workman as defined under section 2(s) of the I.D. Act. Bar of the Section 36(4) of the Act is applicable only when the workman has not been represented by the legal practitioner. If the workman has been represented by the legal practitioner, then, he cannot take plea that the management would not be represented by the professional lawyer. Here, the claimant had been appearing on behalf of the SDMC. So, for the sake of, if assume that the claimant had been appearing as a professional retainer, claimant cannot take the plea of stopping the management as being represented by legal practitioner. If that has to be happened, then, the management can take the shelter of retainer-ship, which legislature has no intention.

16. Further in the judgment of **Muir Mills Unit of N.T.C (U.P) Ltd. vs. Swayam Prakash Srivastava &Anr, Civil Appeal No. 1839 of 2005** decided on 01.12.2006, Hon'ble Supreme Court of India, referred the case of ***Sonepat Cooperative Sugar Mills Ltd. vs. Ajit Singh (2005) 3 SCC 232*** where the respondent being posted as "Legal Assistant" the qualification for which was degree in law with a practicing license and his duties was to prepare written statements and notices, recording enquiry proceedings, giving opinions to the management, drafting, filing the pleadings and representing the appellant in all types of cases, was not held to be a workman because the respondent has not been performing any stereotype job. His job involved creativity. Further in the said judgment distinction was drawn between occupation and profession. Occupation is a principal activity (job, work or calling) that earns money (regular ware or salary) for a person and a profession is an occupation that requires extensive training and the study and mastery of specialized knowledge, and usually has a professional association, ethical code and process of certification or licensing. Classically, there were only three professions i.e. ministry, medicine and law. These three professions each hold to a specific code of ethics, and members are almost universally required to swear some form of oath to uphold those ethics, therefore "professing" to a higher standard of accountability. Thus, the lawyer having a practicing license cannot be termed as a workman.

17. In that above said judgment, the workman was the government employee not as the retainer. He could not take any assignment from anybody except the legal duty assigned to him. Inspite of this, he was not held to be a workman. Here, the clause-2 of the appointment letter has given the liberty to the claimant to take the assignment of the cases from the private parties. Bar is only that he shall not appear in any court of law against the South Delhi Municipal Corporation. So, the case of the workman is of lesser footing than that of the case decided by the Hon'ble Supreme Court of India in **Muir Mills Unit of N.T.C (U.P) Ltd. vs. Swayam Prakash Srivastava &Anr, Civil Appeal No. 1839 of 2005.**

18. Further, in this regard, Rule 49 framed **under section 49 of the Advocates Act, 1961** is relevant. Rule 49 of the Advocates Act is required to be reproduced herein:

"49. An Advocate shall not be a full-time salaried employee of any person, government, firm, corporation or concern, so long as he continues to practice, and shall, on taking up any employment, intimate the fact to the Bar Council on whose roll his name appears, and shall thereupon cease to practice as an advocate so long he continues in such employment"

19. The aforesaid rule completely prohibits an advocate from taking any fulltime employment during his continuance of practice and provides that if he so takes up employment, he shall inform the Bar Council where upon he shall cease to be in practice as an advocate so long his employment continues.

20. Here, the claimant has not informed the Bar Council for taking the fulltime assignment, requesting to surrender the license. Her job profile is to present the case, preparing written statement and make defense which only a professional can do. Her job involved creativity. For becoming an Advocate, requires extensive training. Advocate has a professional association, ethical code and process of certification. Therefore, being an Advocate, claimant being the retainer or government employee represented the government in the legal manner cannot claim to be a workman.

21. In view of the facts discussed above, claimant does not fall within the definition of the workman. Therefore, preliminary issue regarding maintainability of the claim decides against the workman and in favour of the management.

22. In these circumstances, when the claimant does not fall within the definition of the workman, her claim petition in pursuance to the reference received also stands dismissed. Reference is answered accordingly. A copy of this award is sent to the appropriate government for notification as required under section 17 of the I.D. Act, 1947. Record of this file is consigned to record room.

ATUL KUMAR GARG, Presiding Officer

Date: 10.07.2025

नई दिल्ली, 8 अगस्त, 2025

का.आ. 1527.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **इंजीनियरिंग इंडिया लिमिटेड, नई दिल्ली; जी-4एस फैसिलिटी सर्विसेज प्राइवेट लिमिटेड, नई दिल्ली** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री राजेंद्र सिंह पंवार** के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-II नई दिल्ली पंचाट(संदर्भ संख्या- **244/2019**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.07.2025 को प्राप्त हुआ था।

[सं. एल-42025/07/2025/184-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 8th August, 2025

S.O. 1527.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. **244/2019**) of the **Central Government Industrial Tribunal cum Labour Court – II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Engineering India Ltd., New Delhi; G-4S Facility Services Pvt. Ltd., New Delhi** and **Sh. Rajender Singh Panwar,** which was received along with soft copy of the award by the Central Government on **23.07.2025**.

[No. L-42025/07/2025/184-IR (DU)]

SALONI, Dy. Director

ANNEXURE

BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM – LABOUR COURT NO. II, NEW DELHI

ID No. 244/2019

Sh. Rajender Singh Panwar vs. Engineering India Ltd. and Anr.

Sh. Rajender Singh Panwar,

S/o Sh. Ranjit Singh Panwar,

R/o-1119/45, DDA Flat Kalkaji, New Delhi-110019.

…Applicant/Claimant

Versus

1. Engineering India Ltd.
   Engineers India Bhawan,
   01, BhikajiCama Place, New Delhi-110066.
2. G-4S Facility Services Pvt. Ltd.
   Plot No.-227, Block-A, 01st Floor, Sector-17,
   Dwarka, New Delhi-110078.

… Managements/respondents

Counsels:

For Applicant/ Claimant*:*

Sh. Sunil Kumar, Ld. AR.

For Management/ Respondent*:*

Sh. AbhishekVerma and Sh. Tarun, Ld. ARs for management-1 (EIL).

Management-2 (G-4S Facility Services Pvt. Ltd.) was proceeded ex-parte.

Award

29.05.2025

The present petition has been filed under section **2-A of Industrial Disputes Act, 1947(Herein after referred as 'the Act').**The claimant submits that he was employed as a driver with ***G-4S Facility Services Pvt. Ltd.*** for five years and was deputed at the premises of **Management-1**His last drawn salary was Rs. 12,800/-. He performed his duty with utmost satisfaction with the management and no complaint was ever received from the management during his service tenure. However, the management refused to give him duty and terminated his services w.e.f. 31.08.2017 without any valid reason, any prior notice and in violation of **section 25F, G and H of the Act**. Therefore, he seeks reinstatement with full back wages and requests that his termination be declared illegal.

In response to the claim, management-1 filed a reply opposing that the claim against them is totally false, wrong and misconceived. There was no breach of any contractual obligation or contravention of any provision of labour law that can be imputed upon the answering respondent. In fact, management-1 had executed a master lease agreement dated 11.11.2023 with **lease Plan India Pvt. Ltd. (LPIN)**, a company incorporated under the companies Act, 1956, whereby LPIN indemnified management-1 against any and all loss, costs, claims, damages etc. As per article 2.2(x) of the agreement, chauffeurs were to be provided by LPIN through an external agency, namely M/s G4S Facility services (India) Pvt. Ltd. Accordingly, management-1 submitted that there was no employer-employee relationship between them and the claimant.

Management-2 failed to appear in the proceedings and was proceeded ex-parte.

From pleadings of the parties, following issues were framed for adjudication:

1. Whether the proceeding is maintainable for non-joinder of parties.
2. Whether there exists employer and employee relationship between respondent-1 (Engineers India Ltd.) and the claimant.
3. Whether the service of the claimant was illegally terminated by management-1.
4. To what relief the claimant is entitled to and from which date.

In order to prove his claim, the claimant examined himself by appearing in the witness box, reiterating the stand taken by him in the claim statement. He relied upon six documents which are as follows:

1. Copy of failure report under section 2-A of the Act dated 16.07.2019 (Ex. WW1/1).
2. Complaint filed before ALC dated 03.07.2018 (Ex. WW1/2).
3. A copy of the Identity Card issued by management-2 (G4S Facility Services Pvt. Ltd.). (Mark A).
4. Pay slip from August 2016 to June 2017 (Colly). (Ex. WW1/3).
5. A copy of pay slip of July 2017. (Mark B).
6. Attendance sheet from November 2013 to August 2017 of the claimants maintained by management-2 (G4S Facility). (Mark C).

In rebuttal, management-1 (EIL) had examined one witness, Sh. Karan Deep, the management's witness took the same stand as mentioned in the written statement that there no employer-employee relationship existed between management-1 and the claimant.

The claimant argues that he was engaged by management-1 through management-2 (contractor), and his services were terminated illegally by management-2. On the contrary, management-1 has rested its arguments on the premise that there didn't exist any employee-employer relationship between them and the claimant, as his agreement was executed through **Lease Plan India Pvt. Ltd. (LPIN)**, whereby LPIN had indemnified management-1 (EIL) against any and all loss, costs, claims, damages, etc. It is further submitted that as per the agreement, chauffeurs were to be provided by LPIN through an external agency viz M/s G4S Facility services (management-2). Lastly, the management submitted that the present claim should be dismissed due to misjoinder of parties.

In light of above arguments and evidence, my issue-wise findings are as under:

Issue no. 1 :

Management-1 took the plea that the claim petition should be dismissed for non-joinder of a party (Lease Plan India Pvt. Ltd). However, in this regard, it has to be considered that the claimant was unaware of any agreement between management-1 (EIL) and LPIN. As per his cross-examination, he was appointed by *G-4S Facility Services Pvt. Ltd*(management-2) and appointed at the premises of management-1. Therefore, the issue that the claim petition is not maintainable for non-joinder of parties, is decided in favor of the claimant, and against the managements.

Issue no. 2 and 3:

Management-1 asserted that there was no employer-employee relationship between them and the claimant. It drew attention of the tribunal towards the claimant's cross-examination, where the claimant admitted that his Identity Card(mark-A) was issued by management-2, and management-1 didn't issue any identity card to him. He further admitted that his Pay Slip(Ex. WW1/3) and attendance sheet (mark-C)were also issued by management-2. It was further stated by him that he had no concern with management-1, and entire control, supervision and payment of salary to the claimant was maintained by management-2. Therefore, no relationship of employee-employer ever existed between the claimant and management-1.

Management-1 relied upon the judgment of **Baburam vs. GNCTD, 2018, SCC Online Del 7243,** where it was held that the burden of proving the existence of employer-employee relationship lies on the person asserting it, and mere self-serving statements are not sufficient without concrete evidence. It also relied upon a decision of Hon'ble Supreme Court of India in the matter of **workmen of Niligiri Coop. Mkt. Society Ltd. v. State of T.N. (2004) 3 SCC 514,**where it was held that burden of proving the existence of employee-employer relationship lies on the person asserting it, and such determination is a pure question of facts, not to be interfered with by the court, unless the finding is clearly erroneous and perverse. Relevant paragraphs are extracted as under:

"Burden of proof

47. It is a well-settled principle of law that the person who sets up a plea of existence of relationship of employer and employee, the burden would be upon him. 48. In N.C. John v. Secy., ThodupuzhaTaluk Shop and

Commercial Establishment Workers' Union [1973 Lab IC 398: (1973) 1 LLJ 366 (Ker)] the Kerala High Court held: (LAB IC p. 402, para 9)

The burden of proof being on the workmen to establish the employer-employee relationship an adverse inference cannot be drawn against the employer that if he were to produce books of accounts they would have proved employer-employee relationship.

49. InSwapan Das Gupta v. First Labour Court of W.B. [1976 Lab IC 202 (Cal)] it has been held: (LAB IC para 10)

Where a person asserts that he was a workman of the company and it is denied by the company, it is for him to prove the fact. It is not for the company to prove that he was not an employee of the company but of some other person.

50. The question whether the relationship between the parties is one of employer and employee is a pure question of fact and ordinarily the High Court while exercising its power of judicial review shall not interfere therewith unless the finding is manifestly or obviously erroneous or perverse."

In this respect, the affidavit of the claimant is self-explanatory where he asserted that he was working as per instructions of management-2and received his wages from management-2.

Considering the above evidence and the fact, **issue-2 and 3**are decided in favor of management-1 and against the claimant. Therefore, management-1 is not responsible for the claimant's illegal termination.

Issue no.-4

Now the question iswhat relief the claimant is entitled to. Entire documentary evidence suggests that the claimant was an employee of management-2 (*G-4S Facility Services Pvt. Ltd)*. Pay slip (Ex. WW1/3) and identity card (mark A) indicate that the claimant was an employee of *G-4S Facility Services Pvt. Ltd.*The attendance sheet from November 2013 to August 2017 (Mark C) also indicates that the claimant was an employee of *G-4S Facility Services Pvt. Ltd.,* as these documents bear official mark of *G-4S Facility Services Pvt. Ltd.*

The claimant stated in his evidence that he was employed with management-2 for the last five years, and has proved the same by documentary evidence showing that his services were terminated w.e.f. 31.08.2017. As management-2 failed to appear and cross-examine the claimant, his statement is presumed to be true. Therefore, it is proved that the claimant was an employee of management-2.

There is no absolute protection provided to a claimant in the Industrial Disputes Act, 1947, against termination. A termination is held to be illegal only if the employer fails to fulfill the conditions prescribed under section 25F of the Act. The relevant provisions of section 25F, G and H of the Act are required to be produced herein:

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;

(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.

25H. Re-employment of retrenched workmen.—Where any workmen are retrenched, and the employer proposes to take into his employ any persons, he shall, in such manner as may be prescribed, give an opportunity 4[to the retrenched workmen who are citizens of India to offer themselves for re-employment and such retrenched workman] who offer themselves for re-employment shall have preference over other persons.

Here in the present case, neither one month's notice nor notice pay was given to the claimant before termination, nor was any retrenchment compensation paid. In absence of any evidence contrary to the above statement, statement of

the claimant remains uncontested and unrebutted. Therefore, it is held that the claimant's services were terminated illegally and unjustifiably.

As a general rule, when termination is declaredillegal, the appropriate relief is **reinstatement with full back wages**. However, much time has already passed and there is no positive evidence that the claimant was unemployed since his termination from service.It is held by the Hon'ble Supreme Court of India in the case titled as **Employers, Management of central P& D Inst. Ltd. Vs Union of India & Another, AIR 2005 Supreme Court 633** that it is not always mandatory to order reinstatement even after the termination is held illegal. Instead, compensation can be granted by the industrial adjudicator. Similar views were expressed by Hon'ble High Court of Delhi in the case titled as **Indian Hydraulic Industries Pvt. Ltd. Vs. Kishan Devi and Bhagwati Devi &Ors., ILR (2007) Delhi 219** wherein it was held by the court that even if the termination of a claimant is held illegal, the industrial adjudicator is not supposed to direct reinstatement along with full back wages and the relief can be moulded according to the facts and circumstances of each case and the court can allow compensation to the claimant instead of reinstatement with back wages. Same view has been expressed by the Apex Court in **Maharashtra State Road Transport Corporation vs. Mahadeo Krishna Naik 2025 Latest Caselaw 157 SC** stating that upon dismissal, being set aside by a court of Law, reinstatement with full back wages is not an automatic relief. In some cases, lump sum compensation is a better relief.

Given these circumstances, a lump sum compensation of Rs. 3,00,000/- (Rupees Three Lakhs Only) is considered an appropriate relief. Hence, management-2 (*G-4S Facility Services Pvt. Ltd.)* is hereby directed to pay a compensation of Rs. 3,00,000/-(Rupees Three Lakhs Only) to the claimant within two months of notification of this award, failing which the management shall also pay interest @ 8% per annum on the aforesaid amount from the date of award till the date of realization. A copy of this award be sent to the appropriate government for notification U/S 17 of the I.D Act. The file is consigned to record room.

ATUL KUMAR GARG, Presiding Officer

Dated 29.05.2025

नई दिल्ली, 8 अगस्त, 2025

का.आ. 1528.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मुख्य अभियंता, सिविल निर्माण इकाई, वन एवं जलवायु परिवर्तन मंत्रालय, भारत सरकार, नई दिल्ली** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री मुनेन्द्र कुमार, शामली, उत्तर प्रदेश** के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-II नई दिल्ली पंचाट(संदर्भ संख्या- **71/2020**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.07.2025 को प्राप्त हुआ था।

[सं. एल-42025/07/2025/185-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 8th August, 2025

S.O. 1528.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. **71/2020**) of the **Central Government Industrial Tribunal cum Labour Court – II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Chief Engineer, Civil Construction Unit, Ministry of Forest & Climate Change, Govt. of India, New Delhi** and **Sh. Munender Kumar, Shamli, Uttar Pradesh,** which was received along with soft copy of the award by the Central Government on **23.07.2025**.

[No. L-42025/07/2025/185-IR (DU)]

SALONI, Dy. Director

ANNEXURE

BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM – LABOUR COURT NO. 2, DELHI

ID No. 71/2020

Sh. Munender Kumar, S/o Late Sh. Mahipal Singh,

Village-Sikanderpur (Bhadi Mazra),

Post office- Jhinjhana Rural, Jinjhana, Tehsil-Kairanam,

District- Shamli, Uttar Pradesh- 247773.

VERSUS

The Chief Engineer, Civil Construction Unit,

Ministry of Forest & Climate Change, Govt. of India,

7th Floor, Paryavaran Bhawan, CGO Complex, Lodhi Road,

New Delhi-110003.

Present: Sh. Nagmani Roy, Ld. AR for the workman.

Sh.Atul Bhardwaj, Ld. AR for the Management.

Award

1. Government of India, Ministry of Labour and Employment has sent the reference in regard to the claimant Sh. Munender Kumar for adjudication. Reference has been worded as:

"Whether the services of the workman Sh. Munender Kumar S/o Late Sh. Mahipal Singh have been terminated by the management illegally and/or unjustifiably? And if so to what relief is he entitled and what directions are necessary in this regard?"

Upon receiving of this reference, notice was sent to both the parties. Claimant filed the claim statement stating that he was sponsored by the Employment Exchange, R.K. Puram, New Delhi and was engaged at the post of waterman for a impugned period of 60 days from 10.07.2008 to 07.09.2008 in the office of **Ministry of Environment, forest and climate change, Civil Construction Unit, 7th Floor, ParyavaranBhawan, CGO Complex, Lodhi Road, New Delhi-110003** vide office order no. 29/03/2008/CCU/1047 dated 15.07.2008 on purely temporary basis. He served his duties diligently and honestly for 90 days. Though he was employed for the period of 60 days, but his services had been continued till 24th-25th of October, 2008. He was issued a photo identity Card/pass by Ministry of Home Affairs (Govt. of India) bearing No. Q 32655 Non-Official dated 24.07.2008 for a period of 90 days under the seal of Supervisor, Ministry of Home Affairs. He had signed in the register of Attendance/ Muster Roll. It is the case of workman that during the continuity of his service, a premature child was born and for this, natural leave was sought and was granted to him. He was assured that his service would continue as permanent. When the said child had recovered and he came to join the services in the first week of December, 2008, his services were terminated. He seeks his reinstatement with full back wages.

2. Written Statement has been filed by the respondent. Respondent has taken the preliminary objections stating that claimant has no locus standi for filing the claim because no industrial dispute was apprehended between claimant and respondent; claim is not maintainable because the respondent performs the sovereign function of Government and does not carry out the activity which can be considered as a trade or business and also does not carry out any activity related to production, distribution or supply of goods or services meant for satisfying the human wants. Claim petition is not maintainable as the claimant has not come with clean hands and concocted the material before this tribunal. No demand notice was served. On merit, it has been stated by the management that claimant was engaged on daily and purely temporary basis from 15.07.2008 to 07.09.2008. He had worked for 15 days in month of July, 2008 and for 20 days in the month of August, 2008 which is evident from the record in the office. An amount of Rs. 2100/- was paid for the month of July, 2008 and Rs. 2800/- for the month of august, 2008 through hand receipts. Workman/claimant didn't work for 90 days, instead he had only worked for 35 days. There was no clause of extension/continuation of period in the order vide letter no. 29/03/2008/CCU/1047 dated 15.07.2008. Management denied that claimant had ever received Rs. 12,600/- from the management as alleged. The workman himself stopped coming to the office after august, 2008. He submits that their claim be dismissed with cost.

3. Claimant has filed the rejoinder denying the averment made by management in his Written Statement and affirmed the facts made in his claim statement.

4. After completion of pleadings vide order dated 10.11.2021, following issues had been framed:

a. Whether the proceeding is maintainable.

b. Whether the services of the claimant has been illegally terminated by the management.

c. To what other relief the claimant is entitled.

5. Claimant was asked to examine its witnesses. Claimant in order to substantiate his claim, had examined himself as WW1/A. In rebuttal, management had also examined one witness i.e. Sh. Rajesh Kumar. Workman has reiterated the facts mentioned in his claim statement. He has relied upon 19 documents and exhibited the same as WW1/1 to WW1/19.

6. Management witness has also reiterated the facts mentioned in written statement and has relied upon five documents in its affidavit of evidence i.e.

(i) **Ex. MW1/1** is the office order showing the appointment letter of the workman for the 60 days i.e. From 10 July to 7 Sep. 2008 @ Rs. 140/- per day.

(ii) **Ex. MW1/2** is the Hand receipts of the payment of Rs. 2100/- and Rs. 2800/- to the workman Sh. Munender.

(iii) **Ex. MW1/3** is the information sought by the workman Sh. Munender under the RTI.

(iv) **Ex. MW1/4** is the office memorandum regarding the grievance of the appointment of the workman Sh. Munender.

(v) **Ex. MW1/5** is the engagement of waterman on daily wages.

7. Claimant's whole case is based upon the fact that he was appointed as "Waterman" by the respondent for the period of 90 days and his services have been disengaged without any fault. He submitted that he has received the wages in total Rs. 12,600/- for his services for July, 2008 to October, 2008. His services were illegally terminated on 04.12.2008. While, the case of the respondent is that workman was only appointed on daily wages for the period of 60 days and thereafter, his services have been discontinued.

8. In this respect, the word "retrenchment which has been defined in Section 2(oo) of the I.D Act is required to be reproduced herein:

Section 2(oo):

"retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include-

(a) voluntary retirement of the workman; or

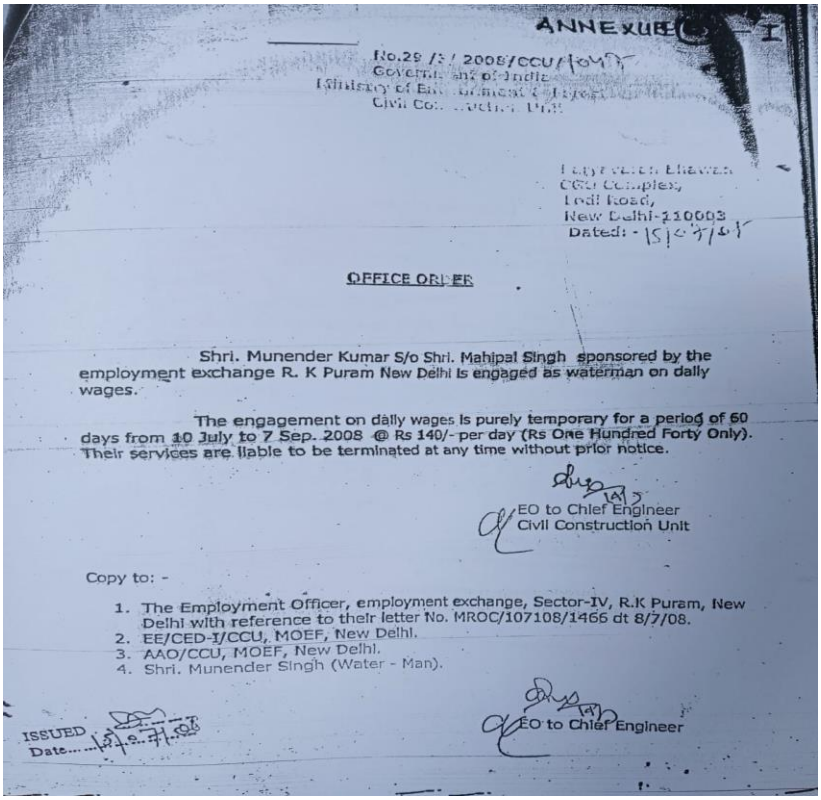
(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

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

(d) termination of the service of a workman on the ground of continued ill-health;]

9. Clause-(a), (b), (bb) and (c) have been carved out the exception from the definition of the retrenchment. Clause 2 (bb) which has been inserted by the Act 49 of 1984 w.e.f. 18.08.1984 had stated that when the services of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry.

10. Ex. MW1/1 which has been admitted by both the parties is the appointment letter. The same is pasted herein below:



ANNEXURE – I

No.29 /3 / 2008/CCU/(MW)
Government of India
Ministry of Environment & Forest
Civil Construction Unit

Paryavaran Bhawan
CGO Complex,
Lodi Road,
New Delhi-110003
Dated: - 15/07/08

OFFICE ORDER

Shri. Munender Kumar S/o Shri. Mahipal Singh sponsored by the employment exchange R. K Puram New Delhi is engaged as waterman on daily wages.

The engagement on daily wages is purely temporary for a period of 60 days from 10 July to 7 Sep. 2008 @ Rs 140/- per day (Rs One Hundred Forty Only). Their services are liable to be terminated at any time without prior notice.

EO to Chief Engineer
Civil Construction Unit

Copy to: -

1. The Employment Officer, employment exchange, Sector-IV, R.K Puram, New Delhi with reference to their letter No. MROC/107108/1466 dt 8/7/08.
2. EE/CED-I/CCU, MOEF, New Delhi.
3. AAO/CCU, MOEF, New Delhi.
4. Shri. Munender Singh (Water - Man).

ISSUED
Date.....

EO to Chief Engineer

11. From the Ex. MW1/1, it appears that, though, the workman was sponsored by the employment exchange of R.K. Puram, New Delhi, but his engagement on daily wages was only for a period of 60 days from 10 July to 7

Sep., 2008 @ Rs. 140/- per day.

12. Ex. MW1/2 is the receipts of the payments, wherein Rs. 2100/- and Rs. 2800/- were paid to the workman for the work he had done.

13. Workman has not produced any record that his services were extended thereafter at any point of time. His contention is that he was terminated on 04.12.2008. However, that fact has not been corroborated by any evidence. Workman himself admitted in his cross-examination that, during the course of employment, he was getting Rs. 140 per day. He further submitted that, he had applied leave for ten days and his application was made on 25.10.2008, but, he has not produced the same.

14. In the said circumstances, it can only be said that the workman contract has not been renewed after two months. He was paid the amount of Rs. 49,000/- in respect of his work done during that period. Even, if the workman assertion has been taken as true that he has worked and his services have been terminated on 04.12.2008 then, also he has not been given any protection. For getting protection against their termination, claimant has to complete 240 days in a calendar year. Section 25-F has put the condition precedent to the retrenchment of the workman. The text of Section 25-F is required to be reproduced herein:

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;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette.]

15. The above text reveals that the workman employed in an industry cannot be terminated who has been in continuous service for not less than one year under an employer without fulfilling the condition of (a), (b) & (c).

16. In the case in hand, the claimant himself admitted that he had served only for four months. Therefore, even, he assumed that he had worked for four months, then also his services cannot be said to be terminated illegally.

17. In view of the above facts on record, issue no. 1 which is regarding the maintainability of the proceeding decided against the workman and in favour of the management.

18. In view of the above facts on record, Issue no. 2 & 3 are not required to be decided.

19. In these circumstances, claim petition filed by the claimant in pursuance to the reference received stands dismissed. Reference is answered accordingly. A copy of this award is sent to the appropriate government for notification as required under section 17 of the I.D. Act, 1947. Record of this file is consigned to record room.

ATUL KUMAR GARG, Presiding officer

Date: 25.06.2025

नई दिल्ली, 8 अगस्त, 2025

का.आ. 1529.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **आयुक्त, पूर्वी दिल्ली नगर निगम, शहादरा, दिल्ली** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री रविन्द्र सिंह, नई दिल्ली** के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-II नई दिल्ली पंचाट (संदर्भ संख्या- **226/2018**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.07.2025 को प्राप्त हुआ था।

[सं. एल-42025/07/2025/186-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 8th August, 2025

S.O. 1529.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. **226/2018**) of the **Central Government Industrial Tribunal**

cum Labour Court – II New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Commissioner, East Delhi Municipal Corporation, Shahadra, Delhi** and **Sh. Ravinder Singh, New Delhi,** which was received along with soft copy of the award by the Central Government on **23.07.2025**.

[No. L-42025/07/2025/186-IR (DU)]

SALONI, Dy. Director

ANNEXURE

BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, No. 2 DELHI

ID No. 226/2018

Sh. Ravinder Singh, S/o Sh. Vijay Pal Singh,

Through-MCD General Mazdoor Union,

C/o Room NO. 95, Jam Nagar House,

Shahjahan Road, New Delhi-110011.

VERSUS

The Commissioner,

East Delhi Municipal Corporation,

Udyog Sadan, Plot No. 419,

Patparganj Industrial Area,

Shahadra, Delhi-110032.

Present: Sh. B.K Prasad, Ld. AR for the claimant.

Sh. Arvind Kumar, Ld. AR for the management.

AWARD

1. In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour and Employment, vide its Order No. **L-42011/53/2018-IR (DU)** dated 20.11.2018 has been pleased to refer the following dispute between the employer, that is the Management of East Delhi Municipal Corporation and their workman for adjudication by this Tribunal, terms of which are as under:

> ***"Whether the Industrial Dispute between Sh. Ravinder Singh S/o Sh. Vijay Pal Singh raised by the MCD General Mazdoor Union and East Delhi Municipal Corporation regarding the entitlement of the wages of Garden Chaudhary w.e.f. 01.04.1990 in the pay scale of 950-1500 till 03.03.2014 with all consequential benefits is fair and legal? If so, what relief the Union and workman are entitled to?"***

In pursuance to the reference, claimant had filed the claim statement stated that he has been employed on Muster Roll Mali on 01.04.1981. Thereafter, he was initially appointed as regular Mali on 01.04.1988. He had been performing the duty of an Acting Chaudhary w.e.f. 01.01.1990 till his superannuation up to 04.03.2014 under **Shahadara Zone (Horticulture)**. Management has fixed the different pay scales to their employees including Mali, Chaudhary etc. in accordance to their job profile. He was not given the grant of proper pay scale of officiating Garden Chaudhary w.e.f. 01.04.1990 to till 03.03.2014 which amount to force labour and the management is indulging in unfair labour practice. He had got the payment in lower pay scale of Mali Rs. 750-940/- revised from time to time and he has been denied the pay scale of Rs. 950-1500/- for his duty performed as Chaudhary w.e.f. 01.04.1990 revised from time to time. He had stated that Hon'ble High Court of Delhi in the matter of **Jai Chand vs. MCD (CW No. 6514/2001)** has disapproved the non-payment vide order dated 02.05.2003 for the post of Chaudhary. The same stand has been taken by the Hon'ble Division Bench of High Court of Delhi in the matter of **MCD vs. Sultan Singh & Ors.** in W.P. (C) No. 7947/2010. As such, he claims that he may be awarded the payment of Acting Chaudhary in the pay scale of Rs. 950-1500/- revised from time to time to him w.e.f. 01.04.1990 up to his superannuation.

2. Respondent herein has filed the W.S. stating that the claimant does not disclose the correct facts and has filed the claim without any locus. Workman is not eligible for any kind of relief as prayed by him in the present application and the said application is nothing but an abuse of process of law and waste of precious judicial time. He submitted that management corporation has taken a time to time a Trade Test for Garden Chaudhary post so, workman cannot claim the wages for without giving departmental test. He further submitted that the workman has appeared in Trade Test in the year 2013, thereafter, he was promoted for the post of Garden Chaudhary. It has been submitted by him that after promotion as a Chaudhary in March, 2014 and on his retirement he had received all the consequential benefit of his retirement. He submitted that Management Corporation has its own policy of promotion for Garden

Chaudhary i.e. in the phased manner and availability of funds and post, so workman cannot claim for the promotion regarding pay scale for Garden Chaudhary post from the date of 01.04.1990. He had denied that the management has fixed any pay scale for officiating Chaudhary. However, he had admitted that there are different pay scales for different posts. He submitted that claim petition be dismissed.

3. After completion of pleadings vide order dated 04.07.2022, following issues had been framed:

a. Whether the proceeding is maintainable.

b. Whether the claimant is entitled to the wage of Garden Chaudhary w.e.f. 01.04.1990 in the pay scale of 950-1500 till 03.03.2014 with all other consequential service benefits.

c. To what other relief the claimant is entitled to.

4. In order to prove its claim, the workman himself had entered into the witness box. He submitted that he was working as a permanent Mali in the management since 01.04.1988. He deposed the fact that he was allotted the work of Garden Chaudhary w.e.f. 03.03.1990 and performed his duty under West Zone (Horticulture) and was transferred from West Zone to South Zone Green Park in the year 2006 and then further was transferred from South Zone to Shahdara South Zone in the year 2009 till his superannuation up to 31.08.2023. His name has been appearing at Serial No. 6 in the list of officiating Chaudhary issued by the Dy. Director (Horticulture) West Zone which is **Exhibit WW1/1.** He submitted that he is entitled to the wages of Acting Chaudhary in the pay scale of Rs. 950-1500 revised from time to time w.e.f. 01.01.1990 up to 03.03.2014 along with all consequential benefits.

5. Witness was put to the cross-examination where he admitted that he had never lodged any complaint in the office of the management, claiming his unpaid dues which are the subject matter of the present proceeding since he was told that his matter shall be taken up by the management with the case of similarly placed person. In the year 2014 he has got the promotion to the post of Garden Chaudhary from the post of Mali. He had filed the document which has been marked as Ex. WW1/1. He had denied that the claim has been filed on the basis of false and fabricated document.

6. In rebuttal, one Sh. Rajit Kumar, Assitant Commissioner, Shahadra South Zone, Horticulture Department, MCD has been examined by the management, wherein he had reiterated the facts and mentioned by him in the W.S.

7. MW1 was put to cross-examination where he admitted that workman was working as Acting Chaudhary, he was promoted in September, 2014. He also admitted that the document Ex. WW1/1 which is the list issued by management in which the name of the present workman was mentioned at Sr. No. 6 and also mentioned that he is Acting Chaudhary since January 1990.

8. I have heard the argument at par, perused the record and analyzed the evidence. The whole of the case of the claimant rest upon the facts that management witness has admitted the list Ex. WW1/1 wherein name of the workman had been shown at S.No. 6. He was 10th pass, appointed as "Mali" on 01.04.1988 and looking after the work of Acting Chaudhary w.e.f. 01.01.1990. He had made prayer that considering the above facts on record and in view of the judgment passed by the Hon'ble High Court in the case of **Municipal Corporation of Delhi vs. Sultan Singh & others W.P. (C) No. 7947 of 2010,** decided on 20.04.2011 where similarly placed person had been given the higher scale so he be given the pay scale of Acting Chaudhary revised from time to time.

9. While the respondent stand is that the workman's service was earlier regularized as Mali in 1988 and he was promoted in the year September, 2014 and till then he has been paid all the benefit of the Acting Chaudhary. He was retired in the year 2023 and he had been paid all the benefits therein. He further submits that workman is not entitled to the benefit for the pay scale of the Acting Chaudhary for the period which he claims.

10. Here, it is not disputed that the claimant has not been working as Acting Chaudhary since 1990. MW1 himself admitted the list issued by management where the name of the claimant has been shown as 10th pass and has been working as an Acting Chaudhary since 1990. Operating portion of the judgment of *Sultan Singh & Others* in which the workman has placed reliance, where in para no. 28, it was observed:

> ***"28. Considering the entire facts and circumstances it is apparent that the claim of the respondents have always been that they should be paid the difference in pay of Mali/Chowkidar and the Garden Chaudhary as they were made to work on the post of Garden Chaudhary whereas the petitioner had first denied that they worked as Garden Chaudharies, then took the plea that the Assistant Director (Horticulture) was not competent to ask the respondents to work as Garden Chaudharies and that the respondents cannot be appointed to the post of Garden Chaudharies in accordance with the recruitment rules. There is no doubt that respondents are not claiming appointment to the post of Garden Chaudharies on account of having worked on ad-hoc basis on the post of Garden Chaudhary contrary to rules or that some of them not having the requisite qualifications are entitled for relaxation."***

11. It is not out of place mention here that even if the claimant herein was not a party in *Sultan's* case referred above, judgment of Hon'ble High Court is binding on the management and the management is required to implement

the same. When the workman had been assigned the job of an 'Acting Chaudhary' i.e. a higher post then that of 'Mali' for so long (for the last 24 years), and has been designated as Chaudhary, then, pay and allowance of Chaudhary be given to him instead of Mali.

11. In view of the above discussion, workman/claimant is entitled to the pay scale of Acting Chaudhary since 1990 to 2014, when he was actually promoted to the post of Chaudhary. Respondent herein is liable to pay the difference of the wages of Mali and Acting Chaudhary from the date, when the workman herein was performing duty till he was actually promoted. Management is directed to pay the entire difference of the salary within two months from the date of passing the award. Award is passed accordingly. A copy of this award is sent to the appropriate government for notification as required under section 17 of the I.D Act, 1947.

ATUL KUMAR GARG, Presiding officer

Date: 11.07.2025

नई दिल्ली, 8 अगस्त, 2025

का.आ. 1530.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **ब्रॉडकास्ट इंजीनियरिंग कंसल्टेंट इंडिया लिमिटेड, दिल्ली** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्रीमती शोभा देवी और 03 अन्य, नोएडा** के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-II नई दिल्ली पंचाट(संदर्भ संख्या- **22/2015**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.07.2025 को प्राप्त हुआ था।

[सं. एल-42025/07/2025/187-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 8th August, 2025

S.O. 1530.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(**Ref. No. **22/2015)** of the **Central Government Industrial Tribunal cum Labour Court – II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Broadcast Engineering Consultant India Ltd., Delhi** and **Smt. Shobha Devi and 03 others, Noida,** which was received along with soft copy of the award by the Central Government on **23.07.2025**.

[No. L-42025/07/2025/187-IR (DU)]

SALONI, Dy. Director

ANNEXURE

BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM – LABOUR COURT NO. II, NEW DELHI

ID No. 22/2015

Smt. Shobha Devi and 03 Ors. (Legal heirs of Late Sh. Govind Singh Dhami) vs. B.E.C.I.L.

Smt. Shobha Devi and 03 others

Legal heirs of Sh. Govind Singh Dhami,

R/o B-1, Sector-31, Noida.

…Applicant/Claimant

Versus

Broadcast Engineering Consultant India Ltd.

Through The General Manager/ The Administration Office

14-B, I.P. Estate, Ring Road,

I.T.O., Delhi-02.

… Managements/respondents

Counsels:

For Applicant/ Claimant*:*

Sh.Vijay Pal, Ld. AR.

For Management/ Respondent*:*

Sh. Saurav Rastogi, Ld. AR.

Award

04.07.2025

The present petition has been filed under section **2-A of Industrial Disputes Act, 1947 (Herein after referred as 'the Act').** The claimant filed his claim statement, alleging that his services had been terminated illegally by the management in violation of section 25F of the Act, and sought reinstatement with full back wages and other consequential benefits.

The claimant asserted that he had been employed as a driver with the management since 23.09.2009, and his last drawn salary was Rs. 11,000/- per month. He maintained that there was never any complaint regarding his work, conduct, or behavior, and that he never gave the management any cause for dissatisfaction. He further stated that he was not provided with statutory benefits such as increment, promotion, leave book, earned leave (E.L.), casual leave (C.L.), bonus, overtime, etc. On 13.06.2014, the claimant was allegedly called to the office of Sh. Abdhesh Kumar Pandit, Administrative Officer, where he was pressured to sign a resignation letter without any justification. Subsequently, on 20.06.2014, he sent a legal notice demanding the aforementioned benefits, but the management neither responded nor complied. On 30.06.2014, when he again demanded these legal benefits, the management, according to the claimant, became annoyed and terminated his services.

In response, the management filed a written statement, raising preliminary objections that the claim was false, frivolous, and devoid of any cause of action. The management alleged that the claimant had not approached the court with clean hands and had suppressed material facts. It was denied that the claimant's services had been terminated; rather, the management contended that the claimant's appointment was on a contractual basis, initially for a period of three months or until the project's completion, whichever was earlier. The management asserted that the claimant worked on various projects only after extensions were granted to his appointment. It was further claimed that the claimant was paid one month's salary before being relieved, and his services were discontinued vide letter dated 05.06.2014, bearing reference no. BECIL/HR/2014-15/Discontinuation. On merits, the management denied the claimant's assertions regarding continuous employment and denial of statutory benefits, and ultimately prayed for dismissal of the claim.

Rejoinder had been filed by the claimant where he denied the averment made by the management in its written statement and affirmed the averments in his claim statement.

After completion of pleadings, following issues were framed for adjudication:

1. Whether the workman has worked more than one year without any breakage? If so, its effect?
2. Whether the workman has been terminated illegally without following the section 25 of I.D. Act? If so, its effect?
3. Whether the appointment of the claimant was regular/permanent in nature? If so, its effect?
4. Whether the claimant has any lien or right to the post he was appointed as per terms of appointment? If so, its effect?
5. To what relief the workman is entitled to and from which date?

It is also important to mention that during the course of cross-examination, the claimant unfortunately passed away due to an accident. His widow was substituted as his legal heir who tendered her affidavit in evidence. Initially, the deceased claimant had filed his affidavit to support his case, and subsequently, his widow, Smt. Shobha Devi, filed her own affidavit of evidence in continuation, deposing on the same lines as the claim statement. She relied upon the following documents:

- Original death certificate of the claimant. (Ex.WW2/2).
- Appointment letter of her deceased husband issued by B.E.C.I.L. (Ex. WW1/A).
- Identity card of her deceased husband of the year 2010, 2013 and 2014. (Ex. WW1/B ,colly).
- Her husband was having a salary account vide A/c no. 0453/SB/01/038078 in Corporation Bank, Branch-453, Noida B-1 Sector, in which the salary of her deceased husband was transferred by the management. Passbook of the said account from the year 2009 to 2014 is Ex. WW1/C.
- A copy of the E.S.I. card issued by the management in the name of the deceased claimant Sh. Govind Singh Dhami. (Ex. WW1/D).
- A copy of the EPF contribution statement of her deceased husband from the year 2009 to 2014. (Ex. WW1/E, colly).

She reiterated the facts stated in the claim statement, specifically that the her husband's services were terminated illegally.

In rebuttal, the management examined one witness, Sh. Mahesh Chand, who relied on the following documents:

- The authorization letter issued to him by the management, authorizing him to appear, depose, give affidavits, statements, and to sign, verify any pleadings in court and to give evidence. (Ex. MW1/1).
- Termination letter of the claimant issued by the management. (Ex. MW1/2).
- Payment of salary for the month of June, 2014 to the claimant. (Ex. MW1/3).
- Appointment letter of the claimant dated 22.09.2009 bearing no. BECIL/Pers-IG/2009, is already exhibited as (Ex. WW1/A.)
- Contract renewal up to 31.08.2013, already exhibited as (Ex. WW1/M1).

The claimant's entire case rests on the premise that he continuously served the management from 23.09.2009 till 30.06.2014 and his services were terminated illegally. The claimant didn't dispute the appointment letter, while the management maintained that the claimant's services could be discontinued at any time as per terms of said letter. The management asserted that the claimant's services were discontinued by letter dated 05.06.2024, and that he was asked to collect the dues, including one month's pay.

Certain facts have already been admitted by the management that the claimant joined his duty on 23.09.2009, and was being provided the ESI benefits with the management, and worked continuously for five years, till his services were discontinued on 30.06.2014. The management also admitted that notice of discontinuation was given in writing on 05.06.2014.

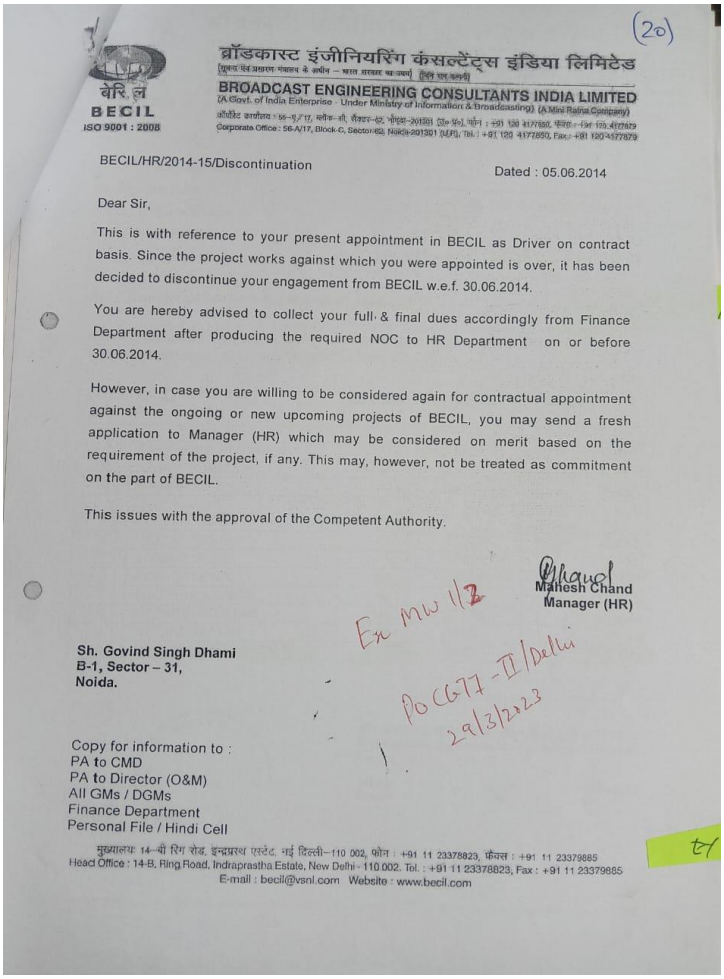
The management relied upon the judgment passed by Punjab and Haryana High Court in **Moti Chand vs. The Senior Divisional Manager, LIC of India CWP 24911/2014 dated 02.08.2018, 2018 LLR 1077**, where it was held that management has discretion to terminate the service of a workman employed on contract basis for a fixed term for any period or on expiry of any extended period. The management also cited a judgment of Hon'ble Supreme Court of India in **Ganesh Digamber Jambhrunkar & Ors. vs. The state of Maharashtra & Ors., Appeal (C)no. 2543/2023, dated 12.09.2023, 2023 Livelaw (SC)801** where it was held that continuous service does not create a legal right to absorption.

Section 2(oo) defines the term 'retrenchment', while Section 25F of the Act sets out the conditions to be complied with by an employer before retrenching a workman. The definitions under Section 2(oo) and Section 25F of the Act are as follows:

> ***[(oo)] "Retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include— (a) voluntary retirement of the workman; or (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or [(bb)] termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry, or of such contract being terminated under a stipulation in that behalf contained therein; or (c) termination of the service of a workman on the ground of continued ill-health.***
>
> ***<u>Section 25F – Conditions precedent to retrenchment of workmen:</u> No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—***
>
> ***(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice; (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and (c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette.***

From the perusal of the above sections, it is clear that there is no absolute protection against retrenchment under the Industrial Disputes Act, 1947. An employee can be retrenched by an employer if certain conditions are fulfilled. The first exception has been provided within the definition itself, namely when a workman is terminated by way of disciplinary action. Other exceptions include voluntary retirement, superannuation as per contract, non-renewal or termination of a contract on its expiry, and termination due to continued ill-health.

The management invoked clause (bb) of section 2(oo) of the Act, stating that the claimant's service was dispensed with due to non-renewal of the contract or under a stipulation in the contract. The appointment letter (Ex. WW1/A) and termination letter (Ex. MW1/2) issued to the claimant is required to be pasted herein:



(20)

ब्रॉडकास्ट इंजीनियरिंग कंसल्टेंट्स इंडिया लिमिटेड
(भारत सरकार का उद्यम) (मिनि रत्न कम्पनी)
BECIL
ISO 9001 : 2008
BROADCAST ENGINEERING CONSULTANTS INDIA LIMITED
(A Govt. of India Enterprise - Under Ministry of Information & Broadcasting) (A Mini Ratna Company)
कॉर्पोरेट कार्यालय : 56-ए/17, ब्लॉक-सी, सैक्टर-62, नोएडा-201301 (उ० प्र०), फोन : +91 120 4177850, फैक्स : +91 120 4177879
Corporate Office : 56-A/17, Block-C, Sector-62, Noida-201301 (U.P.), Tel. : +91 120 4177850, Fax : +91 120 4177879

BECIL/HR/2014-15/Discontinuation

Dated : 05.06.2014

Dear Sir,

This is with reference to your present appointment in BECIL as Driver on contract basis. Since the project works against which you were appointed is over, it has been decided to discontinue your engagement from BECIL w.e.f. 30.06.2014.

You are hereby advised to collect your full & final dues accordingly from Finance Department after producing the required NOC to HR Department on or before 30.06.2014.

However, in case you are willing to be considered again for contractual appointment against the ongoing or new upcoming projects of BECIL, you may send a fresh application to Manager (HR) which may be considered on merit based on the requirement of the project, if any. This may, however, not be treated as commitment on the part of BECIL.

This issues with the approval of the Competent Authority.

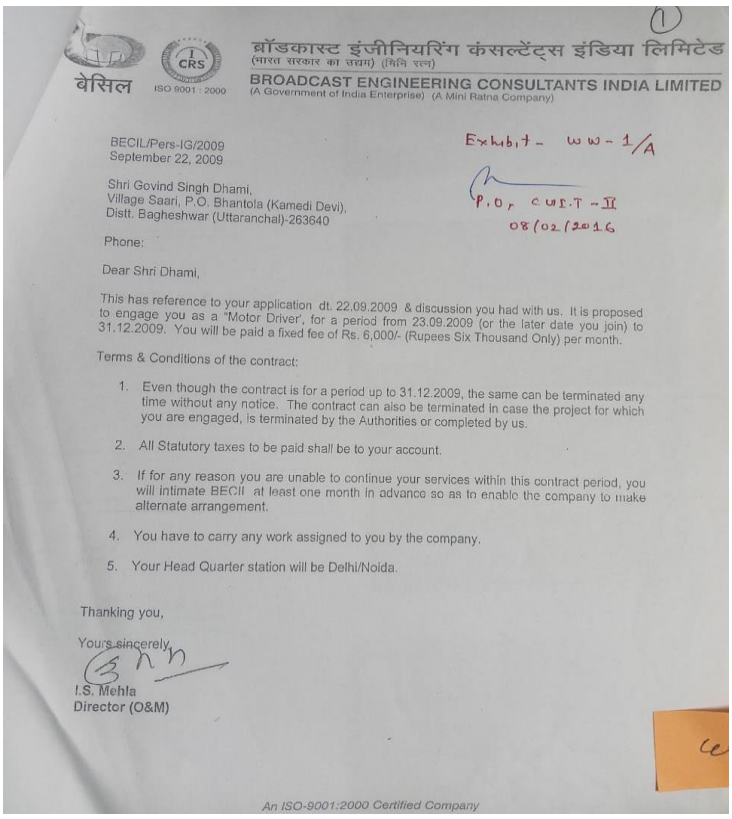
Mahesh Chand
Manager (HR)

Ex MW 1/2
PO CGIT-II/Delhi
29/3/2023

Sh. Govind Singh Dhami
B-1, Sector – 31,
Noida.

Copy for information to :
PA to CMD
PA to Director (O&M)
All GMs / DGMs
Finance Department
Personal File / Hindi Cell

मुख्यालय: 14-बी रिंग रोड, इन्द्रप्रस्थ एस्टेट, नई दिल्ली–110 002, फोन : +91 11 23378823, फैक्स : +91 11 23379685
Head Office : 14-B, Ring Road, Indraprastha Estate, New Delhi - 110 002. Tel. : +91 11 23378823, Fax : +91 11 23379685
E-mail : becil@vsnl.com Website : www.becil.com



(1)

ब्रॉडकास्ट इंजीनियरिंग कंसल्टेंट्स इंडिया लिमिटेड
(भारत सरकार का उद्यम) (मिनि रत्न)
बेसिल
ISO 9001 : 2000
BROADCAST ENGINEERING CONSULTANTS INDIA LIMITED
(A Government of India Enterprise) (A Mini Ratna Company)

BECIL/Pers-IG/2009
September 22, 2009

Exhibit - WW-1/A
P.O, CGIT-II
08/02/2016

Shri Govind Singh Dhami,
Village Saari, P.O. Bhantola (Kamedi Devi),
Distt. Bagheshwar (Uttaranchal)-263640

Phone:

Dear Shri Dhami,

This has reference to your application dt. 22.09.2009 & discussion you had with us. It is proposed to engage you as a 'Motor Driver', for a period from 23.09.2009 (or the later date you join) to 31.12.2009. You will be paid a fixed fee of Rs. 6,000/- (Rupees Six Thousand Only) per month.

Terms & Conditions of the contract:

1. Even though the contract is for a period up to 31.12.2009, the same can be terminated any time without any notice. The contract can also be terminated in case the project for which you are engaged, is terminated by the Authorities or completed by us.
2. All Statutory taxes to be paid shall be to your account.
3. If for any reason you are unable to continue your services within this contract period, you will intimate BECIL at least one month in advance so as to enable the company to make alternate arrangement.
4. You have to carry any work assigned to you by the company.
5. Your Head Quarter station will be Delhi/Noida.

Thanking you,

Yours sincerely,

I.S. Mehla
Director (O&M)

An ISO-9001:2000 Certified Company

The appointment letter (Ex. WW1/A) shows that the claimant was appointed as a motor driver for the period 23.09.2009 to 31.12.2009, at a fixed salary of Rs. 6,000/- per month. It was stipulated in the letter that the claimant's services can be terminated at any time without any notice. It was also mentioned that the contract can

also be terminated in case the project for which the claimant was engaged, was terminated by the authorities or completed. Termination letter (Ex. MW1/2) states that the claimant's services were discontinued w.e.f. 30.06.2014 as the project against which the claimant had been appointed was over. The claimant's contract renewal upto 31.08.2013 is already on record (Ex. WW1/M1. However, the management didn't place any renewal for the period thereafter, indicating that the claimant's services were extended or renewed beyond that date.

Under industrial law, the key condition is that a workman must have discharged continuous service for a minimum period of one year. There is no dispute that the claimant is a workman as defined under section 2(s) of the Act. He was appointed on 23.09.2009 and his services were discontinued on 30.06.2014. Section 25F requires that a workman be given one month's notice or notice pay. In this case, notice was given on 05.06.2024, and services were discontinued on 30.06.2014, less than one month's notice, so the first condition is flouted. Moreover, the claimant was also not paid retrenchment compensation equivalent to fifteen days' average pay for every completed year of continuous service, violating the second requirement.

The management's witness admitted in the present case that the claimant's juniors continued to work, supporting the claimant's assertion of illegal termination.

The judgments cited by the management pertain to other scenarios and doesn't match with the particulars of the present case, particularly given the perennial nature of the claimant's work as a driver and the fact that his juniors were retained in violation of section 25F, G and H of the Act.

In the light of the above discussion in hand, it is held that the claimant worked continuously for more than one year, and his services were terminated illegally without compliance with section 25F of the Act. Issue no. 3 and regarding the regular or permanent nature of the appointment and lien on the post, are not relevant to the present facts of the claimant.

Now, the question that arises is what relief the claimant is entitled to. Since the claimant passed away, and his widow Smt. Shobha Devi, father Sh. Sado Singh, and children Sh. Bharat Singh and Ms. Anjali were substituted as his legal heirs, reinstatement is no longer possible in the present case.

Under these circumstances, a lump sum compensation of **Rs. 5,00,000/- (Rupees Five Lakhs Only)** is considered an appropriate relief. Hence, the management of B.E.C.I.L. is hereby directed to pay a compensation of **Rs. 5,00,000/- (Rupees Five Lakhs Only)** to the legal heir of the claimant, particularly to Smt. Shobha Devi (widow of the deceased claimant) within two months of notification of this award, failing which the management shall also pay interest @ 8% per annum on the aforesaid amount from the date of award till the date of realization. A copy of this award be sent to the appropriate government for notification under section 17 of the Act. The file is consigned to record room.

ATUL KUMAR GARG, Presiding Officer

Dated 04.07.2025

नई दिल्ली, 8 अगस्त, 2025

का.आ. 1531.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **कुलसचिव, भारतीय प्रौद्योगिकी संस्थान रुड़की,** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री अनिल कुमार, रुड़की** के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-II नई दिल्ली पंचाट (संदर्भ संख्या- **49/2012**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.07.2025 को प्राप्त हुआ था।

[सं. एल-42025/07/2025/188-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 8th August, 2025

S.O. 1531.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(**Ref. No. **49/2012)** of the **Central Government Industrial Tribunal cum Labour Court – II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Registrar, Indian Institue of Technology Roorkee** and **Sh. Anil Kumar, Roorkee,** which was received along with soft copy of the award by the Central Government on **23.07.2025**.

[No. L-42025/07/2025/188-IR (DU)]

SALONI, Dy. Director

ANNEXURE

BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM – LABOUR COURT NO. II, NEW DELHI

ID No.49/2012

Sh. Anil Kumar,(LR ofLate Sh. Arvind Kumar)vs. I.I.T. Roorkee

Sh. Anil Kumar,

S/o Late Arvind Kumar

R/o:- 663, Ganeshpur

PO:-Ganeshpur

Roorkee

…Applicant/Claimant

Versus

The Registrar,

IIT Roorkee,

Roorkee (UK)

… Management/respondent

Counsels:

For Applicant/ Claimant*:*

NitinRana and Sh. Harvindar Singh, Ld. ARs.

For Management/ Respondent*:*

Sh. Ravi Mishra, Ld. AR.

Award

04.06.2025

Appropriate government vide its letter dated 24.01.2012 sent a reference to this tribunal for adjudication in the following words:

> ***'Whether action of management of IIT Roorkee of not accepting the withdrawl application of ShriArvind Kumar S/o Late Mahender Singh, Refrigeration Supervisor after acceptance of VRS is justified? What relief the workman is entitled to?'***

Upon receiving the reference, notices were issued to both parties. Subsequently, the claimant, Sh. Arvind Kumar, appeared and filed his claim statement, wherein he made the following submissions:

- He was appointed as an A.C. Operator by the management on **06.06.1984** and was promoted to the post of Refrigeration Supervisor on **22.05.2000**.
- He did his duty honestly and diligently. However, due to the mention tension, economic and institutional non-cooperation,he submitted an application for his Voluntary Retirement from Service (V.R.S.) on **07.10.2010** without any consultation from his family and colleagues.
- His V.R.S. was accepted by the management on **19.10.2010**.
- Subsequently, he moved an application seeking withdrawal of his V.R.S. application on **10.11.2010**, but the management didn't take any action on his application.
- Being aggrieved, he lodged a complaint before Assistant Labour Commissioner (Central), Dehradun, but the management neither participated in the proceedings before the A.L.C. nor provided any valid justification for rejecting his withdrawal request.
- Upon failure of the conciliation proceedings, the matter was referred to this tribunal for adjudication.

In response, the management appeared and filed its written statement. It is the stand of the management that the claimant's V.R.S. request was accepted by the management, considering the fact that the claimant was suffering from psychosis for a long period and he was admitted in a hospital at the Himalayan Institute Hospital

Trust, Jolly Grant, Dehradun (Uttarakhand) for his treatment. Nearly after one month of acceptance of his V.R.S. application, the claimant wrote a letter dated 10.11.2010 to the management wherein he called upon the management to cancel his V.R.S.'s order. The management had considered the claimant's request and the reasons given therein. However, the management didn't find any merit in his request and therefore, vide letter dated 22.11.2010, informed the claimant that his request to cancel his VRS was not acceptable to the management as per rules. Thereafter, the management issued a pension Payment Order (PPO) in favor of the claimant vide letter dated 06.12.2010. The claimant also availed substantial pension benefits, and he was paid the payment and gratuity commutation, General Provident Fund and Group Insurance Scheme (GIS) through cheques after the claimant submitted the required 'No Dues Certificate'. Lastly, the management prayed for dismissal of the claim.

The claimant didn't file any rejoinder to the management's written statement.

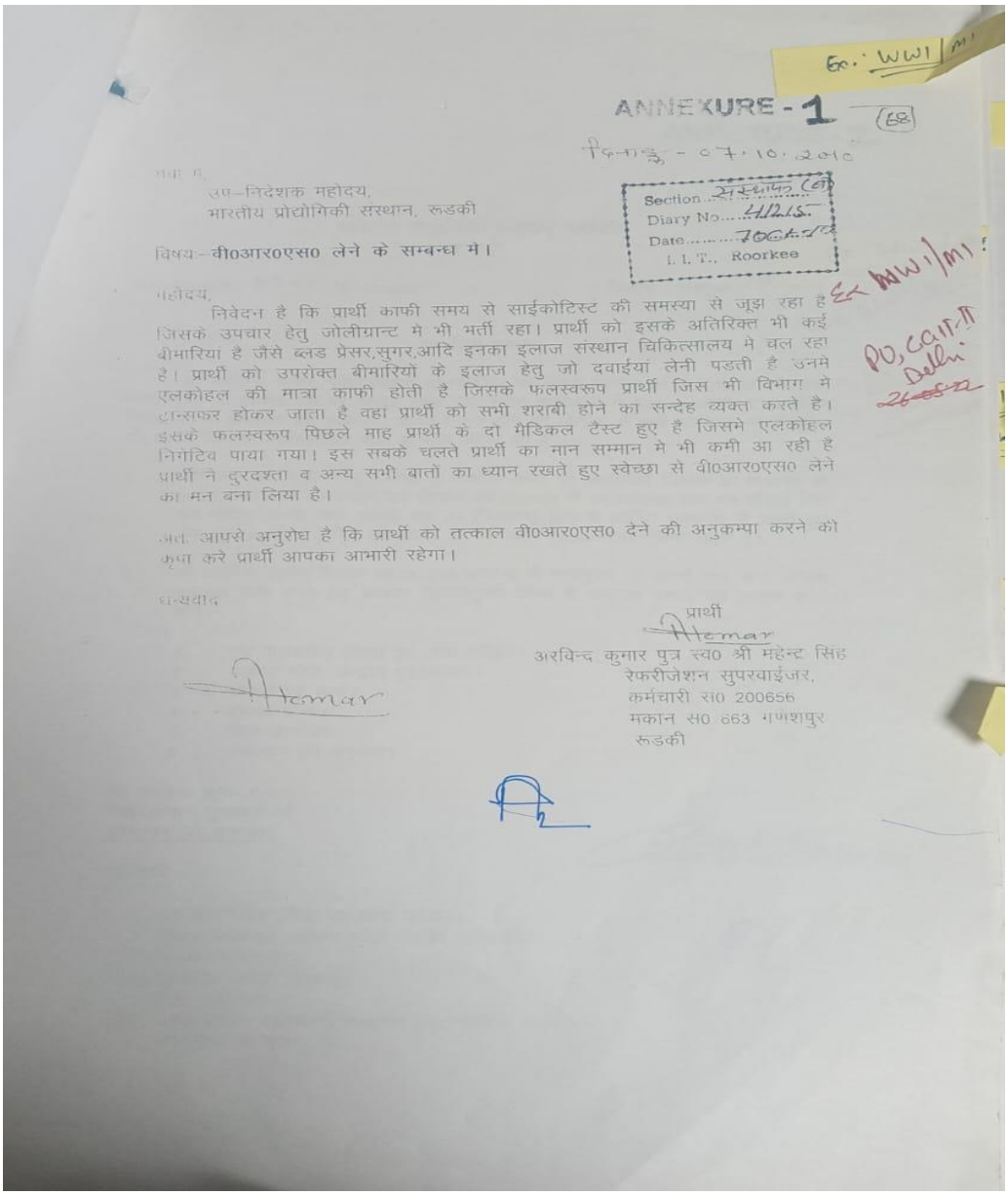
From pleadings of the parties, this tribunal didn't find any requirement of framing additional issues other than the reference itself.

The claimant in his affidavit of evidence reiterated the facts as mentioned in the claim statement regarding acceptance of his V.R.S. application and subsequent withdrawal of the application. He also added one more ground in his affidavit that he was harassed mentally by the administration and for this he wrote a letter seeking V.R.S. He admitted all these facts in his cross-examination. He admitted that Ex. WW1/M1 is a letter written to him by the management requesting V.R.S. He also admitted that on 19.10.2010, he received a communication related to his voluntary retirement from the Assistant Registrar, IIT Roorkee, accepting his resignation w.e.f. 19.10.2010 (Ex. WW1/M2). Voluntarily, he made a statement that he took his letter dated 07.10.2010 to Deputy Director personally who told him that his request for voluntary retirement could not be entertained. No dues certificate was submitted by him on 03.11.2010, after he was paid the payment of Gratuity and commutation, General Provident Fund and Group Insurance Scheme (GIS) and all the other benefits. Merely after one month of his acceptance of V.R.S. application, he wrote a letter to the management calling him to cancel his V.R.S. order (Ex. WW1/M3). (Ex. WW1/M4) is a letter issued to the claimant declining his request for cancellation of his voluntary retirement.

It is also a matter of fact that the claimant expired in between, and his son Sh. Anil was substituted. Later, his application seeking liberty to cross-examine the management's witness was dismissed by this tribunal considering that all the material facts were admitted by the claimant, and therefore, no useful purpose would be served in calling the management's witness again whose cross-examination was marked as NIL.

I have heard the arguments presented by both parties. The entire case of the claimant rests on the premise that the management acted with undue haste in accepting his request for voluntary retirement, while the usual period is three months. It is argued by the claimant that within three months, he reconsidered his decision and submitted an application for withdrawal of his V.R.S. application which was rejected. In support of his claim, he relied upon the judgment of the Hon'ble Supreme Court of India in**Director General ESIC &Anr. Vs. PuroshottamMalani (Civil Appeal no. 4611 of 2008)**.

Ex. WW1/M1 is the application submitted by the claimant to the management, seeking voluntary retirement. The said application was written in Hindi, and is pasted below for reference:



Ex. WW1/M1

ANNEXURE - 1 (68)

दिनांक - 07.10.2010

Section ... संस्थापन (ले)
Diary No. ... 4121S.
Date ... 7/10/10
I. I. T., Roorkee

Ex. WW1/M1
PO, CAT-II
Delhi
26-8-22

सेवा में,
उप–निदेशक महोदय,
भारतीय प्रोद्योगिकी संस्थान, रूड़की

विषय– वी०आर०एस० लेने के सम्बन्ध में।

महोदय,

निवेदन है कि प्रार्थी काफी समय से साईकोटिस्ट की समस्या से जूझ रहा है जिसके उपचार हेतु जोलीग्यान्ट मे भी भर्ती रहा। प्रार्थी को इसके अतिरिक्त भी कई बीमारिया है जैसे ब्लड प्रेसर,सुगर,आदि इनका इलाज संस्थान चिकित्सालय मे चल रहा है। प्रार्थी को उपरोक्त बीमारियों के इलाज हेतु जो दवाईयां लेनी पडती है उनमे एलकोहल की मात्रा काफी होती है जिसके फलस्वरूप प्रार्थी जिस भी विभाग मे ट्रान्सफर होकर जाता है वहा प्रार्थी को सभी शराबी होने का सन्देह व्यक्त करते है। इसके फलस्वरूप पिछले माह प्रार्थी के दो मैडिकल टैस्ट हुए है जिसमे एलकोहल निगेटिव पाया गया। इस सबके चलते प्रार्थी का मान सम्मान मे भी कमी आ रही है प्रार्थी ने दुरदशा व अन्य सभी बातों का ध्यान रखते हुए स्वेच्छा से वी०आर०एस० लेने का मन बना लिया है।

अतः आपसे अनुरोध है कि प्रार्थी को तत्काल वी०आर०एस० देने की अनुकम्पा करने की कृपा करे प्रार्थी आपका आभारी रहेगा।

धन्यवाद

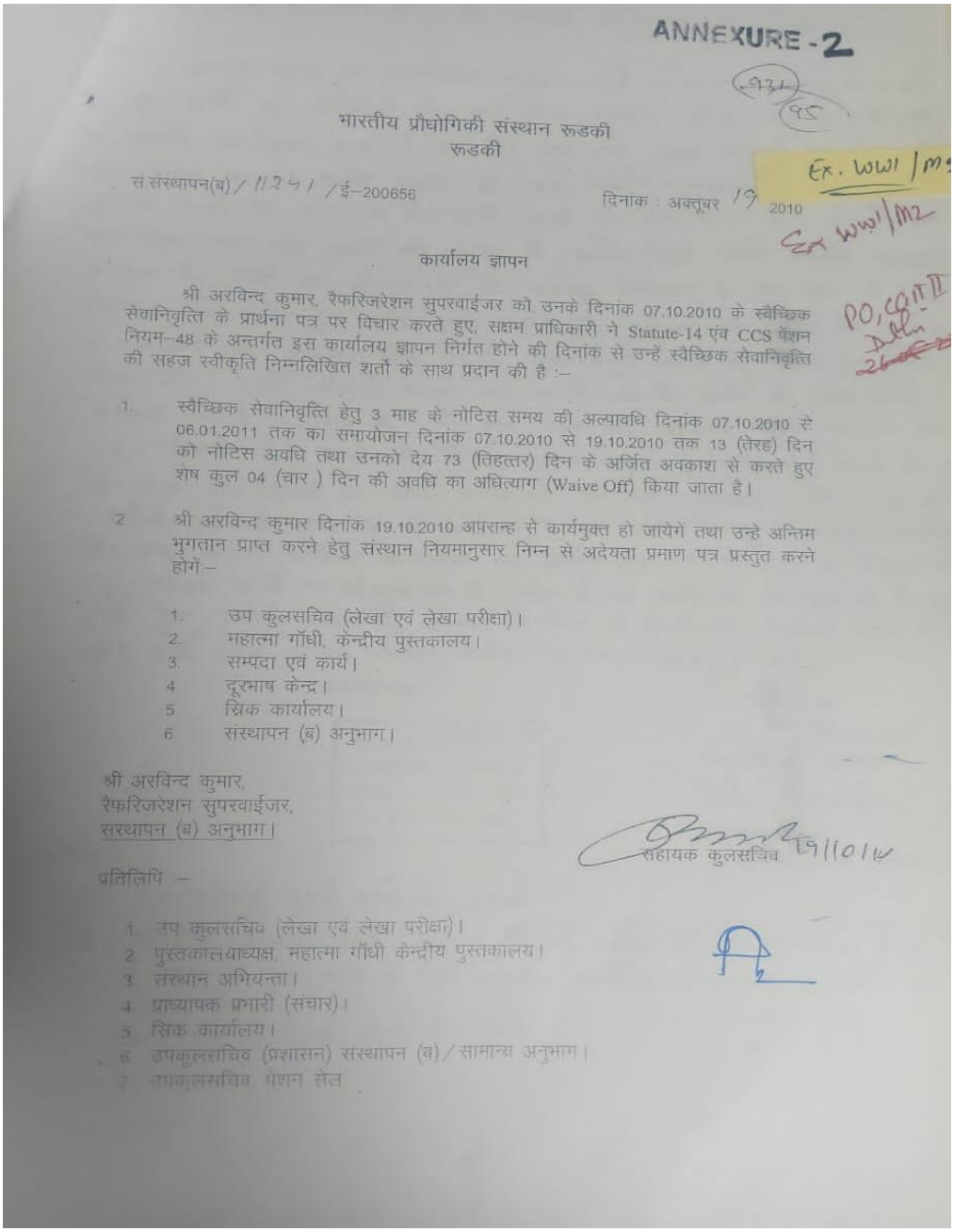
प्रार्थी
Arvind Kumar

अरविन्द कुमार पुत्र स्व० श्री महेन्द्र सिंह
रेफरीजेशन सुपरवाईजर,
कर्मचारी सं० 200656
मकान सं० 663 गणेशपुर
रूड़की

Arvind Kumar

In the application, the claimant stated that he was suffering from psychosis, and he had to take the medicines which contained a large amount of alcohol. Consequent thereto, his colleagues used to doubt him as an alcoholic, wherever he was transferred. As such, he made up his mind for taking his V.R.S. He also mentioned that he would be obliged if he was relieved forthwith.

Ex. WW1/M2 is an office memorandum issued by the management relieving the claimant from service w.e.f. 19.10.2010. The same is pasted below for reference:



ANNEXURE -2

भारतीय प्रौद्योगिकी संस्थान रूडकी
रूडकी

सं संस्थापन(ब)/ 11251 /ई–200656 दिनांक : अक्तूबर 19 2010

Ex. WW1/M1

Ex WW1/M2

कार्यालय ज्ञापन

श्री अरविन्द कुमार, रैफरिजरेशन सुपरवाईजर को उनके दिनांक 07.10.2010 के स्वैच्छिक सेवानिवृत्ति के प्रार्थना पत्र पर विचार करते हुए, सक्षम प्राधिकारी ने Statute-14 एवं CCS पेंशन नियम–48 के अन्तर्गत इस कार्यालय ज्ञापन निर्गत होने की दिनांक से उन्हें स्वैच्छिक सेवानिवृत्ति की सहज स्वीकृति निम्नलिखित शर्तों के साथ प्रदान की है :–

PO, CGIT II Delhi

1. स्वैच्छिक सेवानिवृत्ति हेतु 3 माह के नोटिस समय की अल्पावधि दिनांक 07.10.2010 से 06.01.2011 तक का समायोजन दिनांक 07.10.2010 से 19.10.2010 तक 13 (तेरह) दिन की नोटिस अवधि तथा उनको देय 73 (तिहत्तर) दिन के अर्जित अवकाश से करते हुए शेष कुल 04 (चार) दिन की अवधि का अधित्याग (Waive Off) किया जाता है।

2 श्री अरविन्द कुमार दिनांक 19.10.2010 अपरान्ह से कार्यमुक्त हो जायेगें तथा उन्हे अन्तिम भुगतान प्राप्त करने हेतु संस्थान नियमानुसार निम्न से अदेयता प्रमाण पत्र प्रस्तुत करने होगें–

1. उप कुलसचिव (लेखा एवं लेखा परीक्षा)।
2. महात्मा गॉधी, केन्द्रीय पुस्तकालय।
3. सम्पदा एवं कार्य।
4. दूरभाष केन्द्र।
5. स्निक कार्यालय।
6. संस्थापन (ब) अनुभाग।

श्री अरविन्द कुमार,
रैफरिजरेशन सुपरवाईजर,
संस्थापन (ब) अनुभाग।

सहायक कुलसचिव 19/10/10

प्रतिलिपि :–

1. उप कुलसचिव (लेखा एव लेखा परीक्षा)।
2. पुस्तकालयाध्यक्ष, महात्मा गॉधी केन्द्रीय पुस्तकालय।
3. संस्थान अभियन्ता।
4. प्राध्यापक प्रभारी (संचार)।
5. स्निक कार्यालय।
6. उपकुलसचिव (प्रशासन) संस्थापन (ब)/सामान्य अनुभाग।
7. उपकुलसचिव पेंशन सेल

The case of the claimant stands on the premise that, at least three months' time should have been grantedbefore accepting his V.R.S. application, as per rules. However, his application was accepted within 12 to 13 days. Subsequently, his request for withdrawal of his V.R.S. application was also rejected.

The claimant's application seeking V.R.S. and the subsequent memorandum of accepting the same, clearly denotes that it was the claimant who had been suffering from various diseases and he himself stated that the medicines he was taking contained a large amount of alcohol. Considering his request, the management relieved him from service. Therefore, the claimant's assertion that the management accepted his request for V.R.S. promptly without assigning any reasonis not tenable.

The claimant was relieved from duty from 19.10.2010, thus seizing the employee-employer relationship. The management rightly didn't consider his request for withdrawal of his V.R.S. application, because employee-employer relationship had already seized by then. It is also on record that the claimant accepted all the benefits accrued in his favor after taking the retirement and submitted a No Dues Certificate to the management before submitting his request for withdrawal of his V.R.S. application, which shows that he decided to file his application for withdrawal of his V.R.S. request possibly on someone's advice.

In view of the above discussion, the reference is answered against the claimant and in favor of the management. Accordingly, the claim of the claimant stands dismissed. A copy of this award be sent to the appropriate government for notification under section 17 of the I.D Act. The case file is consigned to record room.

ATUL KUMAR GARG, Presiding Officer

Dated 04.06.2025

नई दिल्ली, 8 अगस्त, 2025

का.आ. 1532.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **स्वामी, मेसर्स हर्षित एंटरप्राइजेज; प्रबंध निदेशक, मेसर्स गायत्री सिक्योरिटी सर्विसेज, हैदराबाद** के प्रबंधतंत्र के संबद्ध नियोजकों और **अध्यक्ष, केंद्रीय सरकार एवं सार्वजनिक क्षेत्र संविदा आउटसोर्सिंग कर्मचारी महासंघ, हैदराबाद** के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय हैदराबाद पंचाट (संदर्भ संख्या- **2/2025**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.07.2025 को प्राप्त हुआ था।

[सं. एल-42025/07/2025/190-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 8th August, 2025

S.O. 1532.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. **2/2025**) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The proprietor, M/s Harshit Enterprises; The Managing Director, M/s Gayatri Security Services, Hyderabad** and **The President, Central Govt. & Public Sector Contract Outsourcing Employees Federation, Hyderabad,** which was received along with soft copy of the award by the Central Government on **23.07.2025**.

[No. L-42025/07/2025/190-IR (DU)]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - Sri IRFAN QAMAR

Presiding Officer

Dated the 2nd day of July, 2025

INDUSTRIAL DISPUTE No. 2/2025

Between:

The President,
Central Govt. & Public Sector Contract
Outsourcing Employees Federation,
H.No. 1-7-144, Golkonda X Road,
Mushirabad, Hyderabad-500020.

……Petitioner

AND

1. The proprietor,
   M/s Harshit Enterprises,
   H.No. 8-40/3/1/4, Street No. 3,
   Mc Devels colony, New Hemanagar,
   Boduppal, Mechal Malkajgiri-500039.
2. The Managing Director,
   M/s Gayatri Security Services,
   Plot No. 47, Lakshmi Nagar,
   Picket Secunderabad, Hyderabad-500026.

…..Respondent

Appearances:

For the Petitioner : None

For the Respondent: None

AWARD

The Government of India, Ministry of Labour by its Order no. 8/40/2024-B1 dated 20.12.2024 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s Gayatri Security Services & M/s Harshit Enterprises, and their workmen. The reference is,

SCHEDULE

"Whether the action of management of M/s Harshit Enterprises, contractor of Income Tax Department, Hyderabad in dismissing the services of 1. B. Shakuntala, 2. Pramila Bhai, 3. Katoon Begum, 4. K.Kumari, 5. Razai Begum, 6. M. Sumalatha, 7. Kurra Lakshmi, 8. Mamula Begum is legal and justified? If not, what relief the workmen are entitled to?"

The reference is numbered in this Tribunal as I.D. No 2/2025 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Despite service of notice and sufficient opportunity didn't filed any claim statement and documents. Hence, In absence of claim statement 'no-claim' Award is passed. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 2nd day of July, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 8 अगस्त, 2025

का.आ. 1533.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **इ सी एल** के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय**, आसनसोल के पंचाट **(संदर्भ संख्या 04/2023)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **06/08/2025** को प्राप्त हुआ था।

[सं. एल-22012/116/2022-आईआर (सी. एम-II)]

सलोनी, उप निदेशक

New Delhi, the 8th August, 2025

S.O. 1533.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 04/2023)** of t**he Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of **M/s. ECL** and **their workmen** received by the Central Government on **06/08/2025.**

[No. L-22012/116/2022-IR (CM-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL.

PRESENT: Shri Ananda Kumar Mukherjee,
Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 04 OF 2023

PARTIES: Rajdeep Mukherjee

Vs.

Management of Satgram Incline of ECL and Another

REPRESENTATIVES:

For the Union/Workman: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress.

For the Management of ECL: Mr. P. K. Das, Advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 03.07.2024

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-22012/116/2022-IR(CM-II)** dated 04.01.2023 has been pleased to refer the following dispute between the employer, that is the Management of Satgram Incline under Satgram Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDUL

"Whether the demand raised by Union i.e. Koyala Mazdoor Congress, Asansol to the management of Eastern Coalfields Ltd. to regularize as Survey Mazdoor to Shri Rajdeep Mukherjee, General Mazdoor, UM No. 193321, of Satgram Incline under Satgram Area of M/s. Eastern Coalfields Ltd. is proper, legal and justified? If yes, what relief the concerned workman is entitled to? "

1. On receiving Order **No. L-22012/116/2022-IR(CM-II)** dated 04.01.2023 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 04 of 2023** was registered on 05.01.2023 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses.

2. Mr. Rakesh Kumar, union representative appeared for Rajdeep Mukherjee, the aggrieved workman. Case is fixed up today for the third time for evidence of workman witness. On repeated calls at 01.30 p.m., the workman is not found available. Mr. P. K. Das, learned advocate for the management of Eastern Coalfields Limited is present.

3. After registration of the case, Notice under registered post was issued to the parties. Koyala Mazdoor Congress filed a written statement on 22.03.2023 on behalf of the workman through Mr. H. L. Soni, Assistant General Secretary, Koyala Mazdoor Congress, Asansol. The Agent, Satgram (R) Colliery filed written statement on 28.4.2023. Case was thereafter fixed for evidence of workman witness on 30.08.2023, 13.02.2024 and for ends of justice case is fixed up today for appearance and evidence of workman witness, in default the case is to be disposed of.

4. The aggrieved workman has remained absent on three consecutive dates fixed for evidence. The conduct of the workman indicates that he is not inclined to proceed with this case. Accordingly, the matter cannot be kept pending without any reasonable cause. The Industrial Dispute is therefore dismissed for default. Let a No Dispute Award be drawn up. Let the matter be communicated to Ministry for notification.

Hence,

ORDERED

that a No Dispute Award be drawn up in the above Reference case. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE**,** Presiding Officer

नई दिल्ली, 8 अगस्त, 2025

का.आ. 1534.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **इ सी एल** के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय**, आसनसोल के पंचाट **(संदर्भ संख्या 18/2023)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **06/08/2025** को प्राप्त हुआ था।

[सं. एल-22012/21/2023-आईआर (सी. एम-II)]

सलोनी, उप निदेशक

New Delhi, the 8th August, 2025

S.O. 1534.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 18/2023)** of **the Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of **M/s. ECL** and **their workmen** received by the Central Government on **06/08/2025** .

[No. L-22012/21/2023-IR (CM-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL

PRESENT: Shri Ananda Kumar Mukherjee,
Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 18 OF 2023

PARTIES: Kartick Bhuia
(Son of Late Basdeo Bhuia)
Vs
Management of Bansra Colliery, Kunustoria Area, ECL

REPRESENTATIVES:

For the Union/Workman: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress

For the Management of ECL: Mr. P. K. Das, Advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 24/06/2025

AWARD

In exercise of powers conferred under Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-20012/21/2023-IR(CM-II)** dated 14/03/2023 has been pleased to refer the following dispute between the employer, that is the Management of Bansra Colliery, Kunustoria Area of Eastern Coalfields Limited and their workmen for adjudication by this Tribunal.

SCHEDULE

"Whether the action of the Management of Bansra Colliery under Kunustoria Area of M/s. Eastern Coalfields Ltd. in regretting the claim for employment of Shri Kartick Bhuia, S/o Late Basdeo Bhuia, Ex-Dresser, U.M. No. 451057 of Bansra Colliery of M/s. ECL is proper, legal and justified? If not, to what relief the dependent son of the aforesaid deceased workman is entitled?"

1. On receiving Order **No. L-20012/21/2023-IR(CM-II)** dated 14/03/2023 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 18 of 2023** was registered on

17/03/2023 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. Mr. R. K. Tripahi, General Secretary, Koyala Mazdoor Congress filed written statement on 24/01/2024 on behalf of the dependent son of Late Basdeo Bhuia, deceased employee. Fact of the case as disclosed in the written statement of the union is that, Basdeo Bhuia was a permanent employee of ECL and was posted as Underground Dresserbearing U. M. No. 451057 at Bansra Colliery under Kunustoria Area. He died in harness on 24/05/2010. Kartick Bhuia, son of the deceased was nominated by his family members and other dependents of the deceased for providing compassionate employment against death of his father. Kartick Bhuia submitted his application for employment along with relevant documents before the colliery management within one year from death of his father. After several correspondences with the management, a letter No. ECL/B/Per/15-16/325 dated 07/05/2015 was issued by the Agent, Bansra Colliery addressed to Kartick Bhuia seeking his point wise reply to the letter. Dependent son submitted point wise reply to the letter but till date management has not responded to his claim for employment. Instant Industrial Dispute has been raised seeking a direction to the management of Bansra Colliery, ECL to consider the claim for employment of Kartick Bhuia.

3. Management contested the Industrial Dispute by filing written statement on 14/06/2023. Gist of the management's case is that Basdeo Bhuia was an employee of ECL. His last working day was 20/10/2008 and after his unauthorized absence he expired on 24/05/2010. Almost after four years of death of the employee, one Kartick Majhi claimed for employment on compassionate ground as dependent son of the deceased employee by submitting an application on 18/02/2014. His application was incomplete. Management of Bansra Colliery issued several letters to Kartick Bhuiya for submitting his documents. Later on, documents were filed in irregular manner and the requirements were not fulfilled. Dependent did not reply to the letters of management in time for which his claim was not processed. Due to inordinate delay in submitting claim for compassionate employment, file was not processed by the management. After lapse of seven to eight years, in the year 2021, the dependent son raised an Industrial Dispute giving rise to the present case. According to the management, in the case of **Nemat Kumar Vs. CIL and Ors**, Hon'ble Calcutta High Court has noted that "an application for appointment on compassionate ground cannot be pursued more than five years after death of the concerned employee, since the petitioner has been able to survive without an appointment for more than ten years now.." Management has prayed before the Tribunal that the case is liable to be dismissed as there was inordinate delay on the part of the claimant.

4. Kartick Bhuia has been examined as Workman Witness-I. He filed an affidavit-in-chief in support of his case wherein he has stated that his father died on 24/05/2010 and he was nominated by other family members for employment. He submitted all requisite documents before the management within one year. Kartick Bhuia claimed to have resubmitted all documents along with an application dated 18/02/2014 for the purpose of getting employment. He also visited office of the Agent, Bansra Colliery and received a letter dated 07/05/2015 seeking point wise reply. Dependent son claims to have submitted point wise reply to such letter. He has averred that till date his payer for employment has not been processed by the colliery management. During his examination, witness produced the following documents:-

(i) Copy of an application dated 29/10/2010 informing the company about death of his father is produced as Exhibit W-1

(ii) Copy of his attestation form in two sheets submitted before the company is collectively produced as Exhibit W-2

(iii) Copy of an application dated 17/02/2014 submitted before the company along with documents is produced as Exhibit W-3.

(iv) Copy of letter dated 06/10.05.2014 issued by the management regarding providing employment to the dependent of Basdeo Bhuia is produced as Exhibit W-4.

(v) Copies of his two letters issued on 02/04/2015 and 12/04/2015 in response to Agent's letter dated 10/05/2014 are produced as Exhibits W-5 and W-6 respectively.

Witness deposed that he was never referred before the screening committee or medical examination by the management and no regret letter has been issued to him.

In cross-examination, witness deposed that his mother predeceased his father, in the year 2007. He stated that Gobind Bhuia, Sarju Bhuia and Gopi Bhuia are his brothers and that Babiya Bhuia is his sister. It transpires from evidence of workman witness-I that he submitted an application for employment for the first time on 17/02/2014 and the company issued a letter to him on 10/05/2014 asking for submission of certain documents and to rectify discrepancies. Witness claims to have submitted all documents. It is denied by the workman witness that due to delay in submitting such application, management was unable to provide employment to him.

5. Mr. Pratik V Sathe, Asst. Manager (Pers) of Basnra Colliery was examined as Management Witness-I in favour of the management of ECL. Witness filed an affidavit-in-chief wherein he has stated that Basdeo Bhuiya expired on 24/05/2010 and after four years of his death, one Kartick Majhi claimed for employment on

compassionate ground by submitting his application on 18/02/2014. According to the witness, the application was incomplete. Management issued several letters to Kartick Bhuiya for filing documents but all requirements were not fulfilled. According to the management, dependent did not submit reply to the letters of the management in time. It is claimed that there was inordinate delay in submitting application. Further case of the management as disclosed is that after a gap of seven to eight years, in the year 2021, an Industrial Dispute was raised which gave rise to the present case as Industrial Dispute ended in Failure of Conciliation. Management contended that the claim for employment was rightly considered and it might be held that management was justified in not providing employment to the dependent of the deceased employee. In course of adducing evidence Management Witness produced the following documents in support of his case:-

(i) Copy of an application submitted by Kartick Bhuiya dated 29/10/2010 is produced as Exhibit M-1

(ii) Copy of a letter dated 06/10.05.2014 issued by the Agent, Bansra Colliery addressed to Kartick Bhuiya is produced as Exhibit M-2.

(iii) Copy of an application dated 17/02/2014 submitted by Kartick Bhuia prior to issuance of letter dated 06/10.05.2014 is produced as Exhibit M-3.

(iv) Copy of a letter dated 22/24.12.2014 issued by the Agent, Bansra Colliery addressed to Kartick Bhuiya for submitting documents specified in his earlier letter dated 10/05/2014 is produced as Exhibit M-4.

(v) Copy of a letter dated 06/07.05.2015 issued by the Agent, Bansra Colliery addressed to Kartik Bhuiya for submitting pointwise reply in respect of letter dated 06/10.05.2014 is produced as Exhibit M-5.

Witness deposed that the management did not communicate anything to the dependent of the deceased after issuance of letter dated 06.05.2014. On 06/07.05.2015 management issued a letter addressed to Kartik Bhuiya informing that no affidavit relating to difference in name and surname was attached with his earlier letter and he was requested to submit point wise reply. In the affidavit-in-chief management witness stated that prayer of the dependent employee was not turned down and the management did not issue any letter informing that his claim for employment would not be considered. In course of cross-examination witness deposed that the management did not issue any letter to the dependents of the deceased employee to submit any document or letter for processing the claim of employment. It is admitted that on 12/04/2015, Kartick Bhuia submitted an application to the Agent, Bansra Colliery wherein he submitted point wise reply to the letter dated 10/05/2014. Management Witness also deposed that affidavit filed by the dependent was not in order as they found that there was some difference, specially a difference in the name and surname of Kartick Bhuia. Witness categorically stated that difference was in spelling of the name and surname of Kartick Bhuia and the management did not issue any regret letter to the dependent. On being questioned on behalf of the dependent, Management Witness admitted that there can be difference in the spelling in proper noun. On traversing the testimony of MW-I, I find that management did not call Kartick Bhuia for his screening to find out his identity. It is stated that as per service record name of the dependent son was spelt as 'Kartik Bhuiya' but in his application for employment he spelt his name as 'Kartick Bhuia'. Witness admitted that in the service record name and surname of the dependent son of Basdeo Bhuia was written as 'Kartik Bhuiya' by the employees of the management and neither by Basdeo Bhuia nor by Kartick Bhuia himself.

6. Mr. Rakesh Kumar argued that after death of Basdeo Bhuia on 24/05/2010 his dependent son submitted death information before the Manager, Bansra Colliery on 29/10/2010 (Exhibit W-1). A prayer for employment was made by Kartick Bhuia by submitting his attestation form (Exhibit W-2) and an application for employment dated 17/02/2014 (Exhibit W-3). In reply Agent, Bansra Colliery issued a letter dated 06/10.05.2014 addressed to Kartick Bhuiya (Exhibit W-4) asking him to rectify certain discrepancies like surname and designation of Basdeo Bhuia and for submission of No Objection Certificate from other dependents, application of information of death, dependency certificate, attestation from in four copies in original and that name of the applicant in Indemnity Bond and affidavit were found wrongly mentioned and were required to be corrected. Union representative argued that Kartick Bhuiya in letter dated 02/04/2015 (Exhibit W-5) requested the Agent, Bansra Colliery to return the employment file containing originals for the purpose of clarifying irregularities as mentioned in letter dated 10/05/2014. Thereafter on 12/04/2015, Kartik Bhuia submitted point wise reply to the letter dated 10/05/2014. It is argued that dependent son is entitled to get employment under the clause 9.3.0 of NCWA. Management has neither regretted the prayer for employment nor did they communicate to him the reasons for not considering him for employment. It is argued that Management has taken plea in the written statement that due to discrepancies in the spelling of name and surname of the dependent son between the service record of his father and the application submitted by him, management was unable to consider the case. It is argued that management should be directed to consider the pending application of Kartick Bhuia for providing him employment without further delay.

7. Mr. P. K. Das, learned advocate for the management refuting the claim of employment to the dependent argued that there was difference in spelling in the name and surname of the dependent appearing in his application for employment and that in service record of his father, lying with the company.

8. I have considered the arguments advanced in light of the facts and circumstances of the case and evidence adduced by parties. Undisputedly, Kartick Bhuia submitted his application and attestation form for the purpose of getting employment against the death of his father. From the Relationship certificate issued by the Member of Legislative Assembly (West Bengal) I find that Kartik Bhuia has been described as the son of Late Basdeo Bhuia. In the attestation form for employment, name of the dependent son has been spelt as Kartick Bhuia (Exhibit W-2). Management has filed the service record of Basdeo Bhuia wherefrom it appears that name of Kartick Bhuia has been spelt as 'Kartik Bhuiya'. Management Witness in cross-examination admitted that name and surname of Kartick Bhuia was filled up by the employees of the management and neither by Basdeo Bhuia nor by Kartik Bhuiya himself. On the basis of such evidence, it is explicitly clear that neither the dependent son nor his father entered his name in the service record. Therefore, dependent of the workman if otherwise eligible for employment as the dependent son under the provision of clause 9.4.0 (iv) of NCWA, there is no justification on the part of the management of ECL in keeping the matter pending and frustrating the claim of dependent son without communicating anything to him. Discrepancies regarding name and surname would have been tenable if such name and surname was totally different. In the present case, Management of ECL has taken a very feeble plea that there was difference in spelling in name and surname of the dependent son, being fully aware that there can be difference in spelling in proper noun and for such reason management cannot delay the process of screening or holding medical examination of the dependent son.

9. In the case of **Smt. Putul Rabidas Vs. Eastern Coalfields Limited and Others [2017 Volume 6 West Bengal Law Reporter (Cal) 255]**, the special bench held that since NCWA is a settlement arrived at between the parties after protracted deliberations, the same is binding on the parties governed thereby in view of section 18 of the Industrial Disputes Act, 1947, no departure from the assurance in NCWA is warranted and that, various terms of the NCWA have to be read and the meaning of the words used herein gathered from the context. It therefore appears that a settlement under section 2(p) of the Industrial Disputes Act, 1947 has binding effect on the parties thereto under section 18(3) of the Act of 1947. NCWA has made provisions for compassionate appointment for the dependents of the deceased employee. Nature of employment is an exception to the general rule of merit-based recruitment under the Article 14 of the Constitution of India and it is provided to the family of deceased in order to tide over financial penury.

10. In the case under consideration, management of ECL has to consider that the difference in spelling in name and surname of the dependent son, due to entries in service record of his father and his application for employment cannot serve as impediment in providing employment to a dependent son of deceased as per provisions of NCWA. Management is therefore directed to arrange for screening and medical examination of Kartick Bhuia for the purpose of considering his prayer for employment. It is to be borne in mind that age of the dependent son has to be reckoned as on the date of submitting his application for employment. Under such facts and circumstances the Industrial Dispute is allowed on contest against the management of ECL.

Hence,

ORDERED

that the Industrial Dispute is allowed on contest against the management of Bansra Colliery, ECL. Management is directed to complete necessary procedures for providing employment to Kartick Bhuia commensurating with his skill and qualification. The entire procedure has to be completed within two months from the date of communication of the Award. In the event of delay on the part of management to comply the order, the management shall be liable to pay a compensation equivalent to the monthly pay of an Underground Loader every month till completion of the process. Let an Award be drawn up in light of my above discussion. Let copies of Award be communicated to the Ministry for information and Notification.

ANANDA KUMAR MUKHERJEE**,** Presiding Office

नई दिल्ली, 8 अगस्त, 2025

का.आ. 1535.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **इ सी एल** के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय**, आसनसोल के पंचाट **(संदर्भ संख्या 37/2012)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **06/08/2025** को प्राप्त हुआ था

[सं. एल-22012/112/2012-आईआर (सी. एम-II)]

सलोनी**,** उप निदेशक

New Delhi, the 8th August, 2025

S.O. 1535.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 37/2012*)* of t**he Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of **M/s. ECL** and **their workmen** received by the Central Government on **06/08/2025** .

[No. L-22012/116/2022-IR (CM-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL

PRESENT: Shri Ananda Kumar Mukherjee,

Presiding Officer,

C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 37 OF 2012

PARTIES: Budhu Majhi

Vs

Management of Jambad Colliery, Kajora Area, ECL

REPRESENTATIVES:

For the Union/Workman: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress

For the Management of ECL: Mr. P. K. Das, Advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 23/06/2025

AWA D

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-22012/112/2012-IR(CM-II)** dated 26/10/2012 has been pleased to refer the following dispute between the employer, that is the Management of Jambad Colliery, Kajora Area of Eastern Coalfields Limited and their workmen for adjudication by this Tribunal.

SCHEDULE

"Whether the action of the management of Jamabad Colliery under Kajora Area of M/s. Eastern Coalfields Limited in dismissing Shri Budhu Majhi, U. G. Loader, from service w.e.f. 08.02.1997 is legal and justified? What relief the workman is entitled to?"

1. On receiving Order **No. L-22012/112/2012-IR(CM-II)** dated 26/10/2012 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 37 of 2012** was registered on 14/11/2012 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. Budhu Majhi, the dismissed workman filed his written statement on 08/05/2013 through Mr. Rakesh Kumar, the then General Secretary of Koyala Mazdoor Congress. Management filed written statement on 04/07/2016. In gist, fact of the workman's case is that Budhu Majhi was employed at Jambad Colliery, Kajora Area of ECL. He was unauthorizedly absent from duty. It is contended that the workman was posted as Underground Loader which is a hazardous job and he was unable to adjust himself and frequently fell ill. Workman was unable to attend duty due to his illness. He requested the management of the colliery to allow him to join his previous job but the management issued a charge sheet against him and after holding enquiry, dismissed him from service of the company. It is the case of workman that a Memorandum of Settlement dated 22/05/2007 was executed between the management and representatives of the unions wherein it was decided that management would consider the case of absentees if they were less than forty two years of age and their period of absence was less than nine months. Contention of the workman is that punishment awarded to him is disproportionate to his alleged misconduct. Order of dismissal is illegal, unjust and the punishment is extreme which can be avoided. It is prayed that the dismissed workman may be reinstated in his service and back wages may be paid to him.

3. Management contested the Industrial Dispute by filing written statement, wherein it is stated that workman was charge sheeted by the management for his unauthorized absence from duty which is a misconduct under the provision of standing order applicable to parties. It is further stated that reply of the workman was found to be totally unsatisfactory and a departmental enquiry was held in respect of charge sheet. Enquiry Officer was appointed by the appointing authority and the workman remained absent for continuous period in unauthorized manner causing loss to the management in the matter of production of coal. It is urged that management rightly dismissed the workman from service after holding domestic enquiry by the Enquiry Officer and all opportunities were given to him to defend his case. It is claimed that management followed the principle of Natural Justice while holding enquiry proceeding and charge of misconduct was fully established against him. It is urged that the workman intentionally remained absent. Management denied that punishment of dismissal awarded against the workman is disproportionate to the nature of misconduct. It is further claimed that enquiry proceeding is fair and workman had no right to challenge the enquiry proceeding.

4. Budhu Majhi, the dismissed workman was examined as Workman Witness-I. He filed his affidavit-in-chief in support of his case. Workman in his affidavit reiterated his case disclosed in the written statement. He claimed that his absence was not intentional and he was compelled to remain absent due to illness, which was beyond his control. In his evidence workman stated that he did not remember the period of his unauthorized absence and stated that he was dismissed for remaining away from duty for one and a half months. During his examination, witness produced copy of a mercy petition submitted before the company praying for his reinstatement in service. Copy of mercy petition is marked as Exhibit W-1. During cross-examination, witness deposed that he was under medical treatment of Dr. Pal at Haripur for one month. Witness failed to produce medical prescription issued by the Doctor. He denied the suggestion that he was a chronic absentee and deposed that he did not remember if any charge sheet, Notice of Enquiry were issued or departmental proceeding was initiated by the company in his name.

5. Management examined Mr. Ramjee Tripathi as Management Witness-I. He filed an affidavit-in-chief stating that workman was working as Trammer at Jambad Colliery and remained absent from duty from 29/04/1995 without taking any leave from the appropriate authority or without any information. A charge sheet dated 08/04/1996 was issued by Dy. CME/Agent, Jambad Colliery which was sent to the workman under registered post with AD and a copy of charge sheet was also displayed on the Notice Board of the company. It further transpires from the affidavit that the workman failed to submit any satisfactory reply and two separate Notices of Enquiry dated 01/06/1996 and 02/11/1996 were sent to Budhu Majhi under registered post and a copy of such Notice was displayed on the Notice Board of the company. Witness disclosed that Enquiry Officer after conclusion of the enquiry proceeding submitted his report and the charge of misconduct was proved. Agent, Jambad Colliery initiated a Note Sheet dated 21/01/1997 and forwarded the same to the Dy. Chief Personnel Manager being the appropriate authority. Disciplinary authority passed an order of dismissal against the workman on 05/08.02.1997. In course of examination, witness produced the following documents:-

(i) Copy of Charge Sheet dated 08/04/1996 is produced as Exhibit M-1

(ii) Copies of Notice of Enquiry sent to Budhu Majhi on 01/06/1996 and 02/11/1996 are produced as Exhibits M-2 and M-3 respectively.

(iii) Copy of Enquiry proceeding in four pages is collectively produced as Exhibit M-4.

(iv) Copy of Enquiry report submitted by Mr. R. K. Roy, the Enquiry Officer is produced as Exhibit M-5.

(v) Copy of Note Sheet dated 21/01/1997 initiated by the Agent, Jambad Colliery is produced as Exhibit M-6.

(vi) Copy of letter dated 05/08.02.1997 issued by the General Manager, Kajora Area by which Budhu Majhi was dismissed from service is produced as Exhibit M-7.

Witness stated that no second show cause Notice was issued before dismissal of the workman. In cross-examination, management witness admitted that there was no charge of habitual absence against the workman and only charge levelled against him was under clause 17(i)(n) i.e. unauthorized absence from duty. It transpires from cross-examination of the witness that enquiry proceeding was held ex-parte and copy of enquiry proceeding, enquiry report and second show cause Notice were not served upon the workman before his dismissal. Witness in cross-examination stated that he had no knowledge regarding the mercy petition (Exhibit W-1) filed for reinstatement of the workman in service.

6. Mr. Rakesh Kumar argued that dismissal of the workman is illegal and not tenable as neither charge sheet nor Notice of Enquiry was served upon the workman and that enquiry proceeding was held ex-parte without providing opportunity to the workman to defend himself. Mr. Kumar argued that workman was suffering from illness due to which he was unable to attend duty. It is argued that management did not hold a fair enquiry and order of dismissal issued is disproportionate to the nature of misconduct disclosed in the charge sheet, as such the workman is entitled to be reinstated in service and management should pay back wages to him from the date of his dismissal.

7. Mr. P. K. Das, learned advocate for the management argued that workman did not perform the work diligently and remained absent for nearly one year from 29/04/1995 till 08/04/1996 in an unauthorized manner and without

intimation to the management of the employer company. It is argued that charge the sheet was sent to the workman under registered post at his home address at Jhalakdiha, PO- Tikattol, PS- Bengabad, Dist- Giridih (then Bihar). It is submitted that workman did not submit any reply to the charge sheet and two Notices of Enquiry were issued to him dated 01/06/1996 and 02/11/1996 which were again transmitted at his home address under registered post. Management in support of his argument produced a copy of charge sheet as Exhibit M-1 along with a copy of postal receipt, Notices of Enquiry as Exhibits M-2 and M-3 along with postal receipt in name of Budhu Majhi which were sent to his home address. Workman did not participate in the enquiry proceeding held by the Enquiry Officer and enquiry proceeding in four pages is collectively produced as Exhibit M-4. Enquiry Officer appears to have recorded statement of Management Representative who established charge against the charged employee. Enquiry Officer submitted the enquiry report where he held that Budhu Majhi had no valid reason for his absence from duty and he neither obtained prior permission nor did he intimate the management about his absence. Enquiry Officer found that charge levelled against the workman stood proved. Learned advocate argued that Disciplinary Authority issued order of dismissal against the workman on the basis of materials produced. Order of dismissal is produced as Exhibit M-7. Learned advocate for the management argued that workman remained absent from duty without any information and thereby hampered the production process of the company. His conduct was absolutely unpredictable. Workman had taken plea that he was suffering from illness but he did not state the nature of his illness and the period of treatment. According to the learned advocate for the management, workman is duty bound to adduce cogent evidence before the Tribunal to establish that there were sufficient reasons for his absence but he failed. It is urged that the union cannot seek reinstatement of the workman on a plea that enquiry proceeded was technically untenable due to non-service of Notice of Enquiry and enquiry proceeding.

8. I have considered arguments advanced by the union and the management, pleading of parties and evidence adduced. Workman admittedly remained absent for one year. Management produced copy of charge sheet along with postal receipts showing that charge sheet was transmitted to the workman at his home address. Similarly Notice of Enquiry along with postal receipts were produced by the management to prove that management made fair and reasonable attempt to reach the workman before initiating domestic enquiry. Workman did not turn up to participate in the enquiry. In my considered view, if workman failed to turn up after Notice was sent to him under registered post at his home address maintained by the employer company, management cannot be held responsible for holding ex-parte enquiry. During enquiry, workman was found guilty of misconduct. Disciplinary Authority after considering relevant materials, issued order of dismissal against him. After dismissal of the workman in the year 1997 he raised an Industrial Dispute through the union after passage of fifteen years. There is no explanation for delay nor did the union cite reasons for not taking steps earlier.

9. Main contention of the union representative is that enquiry proceeding suffered from illegality due to non-service of Notice of Enquiry and dismissal of the workman was done on the basis of an ex-parte enquiry and without issuance of second show cause Notice. Having considered enquiry proceeding and report of the Enquiry Officer, I do not find any illegality in the proceeding as reasonable opportunities were given to the workman to appear and contest the charge. In the instant case workman has not denied charge of unauthorized absence for one year. His case is that he was absent due to his illness which was beyond his control. Workman may not have represented his case before the Enquiry Officer but even before the Tribunal, workman has not produced a single document relating to his illness and medical treatment during the period of absence. There is no whisper regarding the nature of illness he was suffering from during the period of his absence. Therefore, I am unable to accept the plea of the workman that his inability to attend duty of the employer company was due to his illness. Workman has a reciprocal responsibility towards the management and he failed to exhibit such responsibility by remaining absent for a long period without intimation or authorization. Non issuance of second show cause Notice to the charged employee in this case appears to be a procedural lapse and does not prejudice the workman as he failed to explain the reason of long absence from his place of work.

10. It is pertinent to refer to a decision of Hon'ble Supreme Court of India in the case of **State of Karnataka and Another Vs. Ravi Kumar [2009 (122) FLR 737 (S.C.)]** where it was held that long delay in seeking reference of dispute rendered the reference stale and it should be rejected. In the present case reference has been made after long fifteen years from dismissal and the same appears to be a stale one and is fit to be rejected. Conduct of the workman is unacceptable and I hold that he is not entitled to any relief. Industrial Dispute is therefore dismissed on contest.

Hence,

ORDERED

that the Industrial Dispute is dismissed on contest. Let an Award be drawn up in the light of my above discussion. Let copies of Award be communicated to the Ministry for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 8 अगस्त, 2025

का.आ. 1536.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **इ सी एल** के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह– श्रम न्यायालय**, आसनसोल के पंचाट **(संदर्भ संख्या 02/2020)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **06/08/2025** को प्राप्त हुआ था।

[सं. एल-22012/102/2019-आईआर (सी. एम-II)]

सलोनी, उप निदेशक

New Delhi, the 8th August, 2025

S.O. 1536.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 02/2020)** of t**he Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of **M/s. ECL** and **their workmen** received by the Central Government on **06/08/2025**

[No. L-22012/102/2019-IR (CM-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL.

PRESENT: Shri Ananda Kumar Mukherjee,
Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 02 OF 2020

PARTIES: 1. Shiuly Bauri (dependent daughter of Late Khudiram Bauri),
2. Sakuntala Bauri (dependent wife of Late Khudiram Bauri).

Vs.

Management of Pandaveswar Area, ECL

REPRESENTATIVES:

For the Union/Workman: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress.

For the Management of ECL: Mr. Mani Padma Banerjee, Advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 19.06.2025

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-22012/102/2019-IR(CM-II)** dated 14.01.2020 has been pleased to refer the following dispute between the employer, that is the Management of Pandaveswar Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal. Thereafter, a Corrigendum was received bearing **No. L-22012/102/2019-IR(CM-II)** dated 22.06.2023, recasting the Schedule, the same is as follows :

SCHEDULE

"Whether the action of management of Pandeveswar Area office of M/s Eastern Coal Fields Ltd. over denial of employment to the dependent daughter Ms. Shiuli Bouri and denial of payment of monetary compensation to the wife of Late Khudiram Bouri, Ex-chainman are legal and justified. If not, what relief the dependent daughter and the wife of deceased workman are entitled to? "

1. On receiving Order **No. L-22012/102/2019-IR(CM-II)** dated 14.01.2020 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a Reference case was registered on 20.01.2020 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. A written statement has been filed by Koyala Mazdoor Congress on 10.11.2021. Management contested the Industrial Dispute by filing their written statement on 09.12.2022. The fact of the case disclosed in the written statement of the union, in brief, is that Khudiram Bauri was posted as a Chainman at Pandaveswar Area of Eastern Coalfields Limited (hereinafter referred to as ECL) and was a permanent employee of the company who died in harness on 10.12.1996 leaving behind his wife and two daughters namely, Shiuly Bauri and Doli Bauri as dependents. Shakuntala Bauri, wife of Khudiram Bauri applied before the management of the company for providing employment on compassionate ground under the provisions of National Coal Wage Agreement (hereinafter referred to as NCWA) and submitted relevant documents. The management did not grant any employment to the widow on the ground that she had crossed the age for employment. Subsequently, application claiming employment was submitted by Shiuly Bauri, the dependent daughter of the deceased employee. The application was filed within reasonable time and the management processed her application for employment. She appeared before the Screening Committee of the management and on being examined by the Initial Medical Examination Board (hereinafter referred to as IME Board), Shiuly Bauri was found fit for employment. The Area management then forwarded the proposal for employment of the dependent daughter to the ECL Headquarters with recommendation by the General Manager. However, on 27.02.2007, ECL Headquarters regretted the proposal for employment of unmarried daughter on the ground that she was below 18 years of age on the date of death of the employee. The dependent daughter requested the management for considering her prayer for employment but the management did not pay heed. According to the union, management of ECL deliberately did not provide employment to the wife and daughter of the deceased employee and no monetary compensation was paid to the female dependents, contrary to the provisions of Clause 9.5.0 of NCWA applicable to the Coal Industries of India. According to the union the age of Shiuly Bauri recorded in the Service Record of the employee is 18 years on the date of death of employee and as per her Matriculation Certificate her date of birth is 21.03.1979 and she was 17 years and 9 months on the date of death of her father. Furthermore, according to the guidelines / circular dated 25.07.2003 of Coal India Limited the age of the claimant has to be considered on the date of application for employment, as such in this case the age of Shiuly Bauri should have been considered as more than 18 years on the date of her application for employment. The union contended that in the Service Record of Khudiram Bauri the age of Shiuly Bauri has been recorded as 9 years as on 01.04.1987 and on the basis of age recorded in the Service Record of the employee the age of Shiuly Bauri was 18 years 8 months on the date of death of her father on 10.12.1996 and she is entitled to employment. Further case of the union is that according the provisions of Clause 9.5.0 of NCWA a dependent of the deceased employee would be provided employment at the age of 18 years if the dependent was minor and the wife of the deceased employee would be paid monetary compensation till the dependent child is provided employment. The name of the dependent was to be kept in the Live Roster of the company till he or she attained the age of 18 years. In this case union has prayed for grant of employment to Shiuly Bauri, unmarried dependent daughter of Khudiram Bauri and for payment of monetary compensation to his wife from the date of death of the employee till the daughter is provided employment along with other consequential benefits.

3. Management in their written statement admitted that Khudiram Bauri was a permanent employee under ECL and he expired on 10.12.1996. It is stated that the daughter of the employee applied for employment against the death of her father. On receipt of the claim for employment the case was referred for her Initial Medical Examination (hereinafter referred to as IME). In the report of IME, it was observed that Shiuly Bauri was 18 years of age on 03.10.1997 accordingly her date of birth was notionally fixed as 03.10.1979. The management claimed that the age of Shiuly Bauri was 17 years 2 months and 7 days on the date of death of her father and therefore she was a minor and not entitled for employment as per the provisions of NCWA. Management refuted the claim of the dependent on the ground that at the time of death of the employee the dependent daughter was minor and was not entitled to any employment as there is no provision in NCWA to provide employment to the female dependent on attaining 18 years of age. It is urged that the NCWA is a bi-partite agreement signed by the union and management and no Industrial Dispute can arise on the matter settled through NCWA.

4. The union examined Shiuly Bauri as Workman Witness No. 1 and filed affidavit-in-chief. In her affidavit-in-chief she stated that IME Board declared her fit for job and the General Manager of the Area recommended her for employment but after 11 years on 27.02.2007 the management of ECL Headquarters regretted the prayer for employment on the plea that she was below 18 years of age on the date of death of her father. It is further averred that after receiving the regret letter from the management her mother and she, both requested the management for review of the decision and to provide employment to her or her mother but the management did not consider the same and did not pay any monetary compensation (MMCC) to her mother under the provisions of Clause 9.5.0 of NCWA. She stated that the management had the option to maintain her name in the Live Roster of the company and upon attaining 18 years management could provide employment to her according to the provisions of NCWA. The witness further stated in her affidavit-in-chief that as per direction issued by the company vide letter no.

ECL/CMD/C-6B/CGM(P&IR)/94/EMPL/1133 dated 28.11.1994 if a dependent is 17 years on the date of death of the employee, then employment proposal of the dependent can be processed. She claimed that if her age was considered as per her educational certificate then she was 17 years and 9 months old on the date of death of her father and her employment proposal should be considered but the management did not take into consideration their own circular / guidelines deliberately not to provide employment to her. In course of the examination the witness produced the following documents in support of her case :

(i) Copy of Death Certificate of Khudiram Bauri dated 24.12.1996 issued by Dr. R. K. Agarwal is marked as Exhibit W-1.

(ii) Copy of Service Record Excerpt of Khudiram Bauri, as Exhibit W-2.

(iii) Copy of Application of Shiuly Bauri dated 22.03.2006 addressed to the Personnel Manager (I/C), Pandaveswar Area, submitting her documents for her employment, as Exhibit W-3.

(iv) Copy of letter of the Personnel Manager (Empl) to the Personnel Manager (IC), Pandaveswar Area dated 22/27.02.2007, informing that Shiuly Bauri is not eligible for employment as her age was below 18 years, as Exhibit W-4.

(v) Copy of the Admit Card of Shiuly Bauri issued by the Bihar School Examination Board, Patna, as Exhibit W-5.

(vi) Copy of the Mark Sheet of Matriculation / Secondary School Examination, 2000 of Shiuly Bauri issued by the Bihar School Examination Board, Patna, as Exhibit W-6.

(vii) Copy of the Admit Card of Shiuly Bauri issued by Jharkhand Academic Council, Ranchi, as Exhibit W-7.

(viii) Copy of the Mark Sheet of Intermediate Examination, 2004 of Shiuly Bauri Shiuly Bauri issued by Jharkhand Academic Council, Ranchi, as Exhibit W-8.

5. In course of cross-examination the witness stated that at the time of submitting application she had completed 18 years of age. She was referred before the IME Board. The witness stated that she did not have any document related to her birth and her age was assessed by the IME Board. She denied the suggestion that she was not entitled to employment on compassionate ground.

6. Smt. Shakuntala Bauri, wife of the deceased employee has been examined as Workman Witness No. 2. She reiterated the case disclosed in the written statement of the union. She claimed that as per Clause 9.5.0 (iii) of NCWA the name of the daughter should have been kept in the Live Roster and after attaining the age of 18 years she should be provided employment, till such employment management should pay monthly monetary compensation to her. She stated that her daughter is still unmarried and she has no source of livelihood and is in urgent need of employment and monetary assistance.

7. In cross-examination Workman Witness No. 2 deposed that on 10.12.1996 Shiuly Bauri was 18 years of age and she did not receive monetary compensation after the death of her husband.

8. Management examined Mr. Vivek Prasad as Management Witness No. 1. The witness is posted as the Assistant Manager (Personnel), Pandaveswar Area. In his affidavit-in-chief the witness stated that Khudiram Bauri was an employee of ECL and expired on 10.12.1996. His daughter applied for employment and the case was referred for IME. The dependent daughter was found fit for duty but she did not fulfill the eligibility criteria as she should be 18 years of age on the date of death of the employee. The witness further stated in affidavit-in-chief that the management approved the payment of monetary compensation of Rs. 2000/- per month and a letter was sent to Shiuly Bauri dated 11/12.09.1998 but she refused to accept the same by letter dated 21.09.1998 and 21.06.1999. Further case of the management is that according to the School Certificate and IME Report, Shiuly Bauri was below 18 years of on 10.12.1996 i.e. the date of death of the ex-employee. During examination-in-chief the witness produced the following documents :

(i) Copy of the Medical Examination Report of Shiuly Bauri is marked as Exhibit M-1.

(ii) Copy of letter dated 22/27.02.2007 of the Personnel Manager (Empl) to the Personnel Manager (IC), Pandaveswar Area, informing that Shiuly Bauri is not eligible for employment as her age was below 18 years, as Exhibit M-2.

(iii) Copy of the Transfer Certificate of Shiuly Bauri issued by Headmaster of the School dated 22.08.1997, as Exhibit M-3.

(iv) Copy of the affidavit submitted by Shiuly Bauri for her employment, as Exhibit M-4.

(v) Copy of the Attestation Form submitted by Shiuly Bauri, as Exhibit M-5.

(vi) Copy of the letter 11/12.09.1998 whereby the dependent of the deceased was offered maintenance allowance at the rate of Rs. 2000/- per month, as Exhibit M-6.

(vii) Copy of the letter of Shiuly Bauri dated 21.09.1998 addressed to the Deputy Chief Personnel Manager, ECL Headquarters wherein dependent disagreed to accept the maintenance allowance in lieu of employment, as Exhibit M-7.

(viii) Copy of another letter of Shiuly Bauri dated 21.06.1999, refusing maintenance allowance, as Exhibit M-8.

(ix) Copy of Appointment letter of Sunita Kumari, dependent daughter of Late Chamari Lohar, as Exhibit M-9.

(x) Copy of medical report of Sunita Kumari issued by the Apex Medical Board, as Exhibit M-10.

9. In cross-examination the witness deposed that in the report of IME three different age of Shiuly Bauri has been recorded and the management has not relied upon any of the age recorded against Serial No. 4 to 6 of the IME Report. He further deposed that there is no finding regarding the age of Shiuly Bauri in the IME Report (Exhibit M-1). It is deposed by the witness that the name of Shiuly Bauri was not maintained in the Live Roster of the company as there is no such provision in NCWA-VI to maintain the name of minor female dependent in the Live Roster. The witness deposed that only the names of male dependents are mentioned in the Live Roster and regret letter was issued to Shiuly Bauri as she claimed employment as a dependent. It transpires from the cross-examination of Management Witness No. 1 that Shiuly Bauri did not complete her Matriculation at the time of IME and no certificate was supplied. The witness further stated that her prayer was rejected on the basis of her age mentioned in the Transfer Certificate placed before the IME Board and the IME Board did not assess her age according to the medical rule.

10. The point to consideration before this Tribunal is whether the dependent daughter is entitled for employment on compassionate ground against the death of her father, on attaining majority and whether the widow of the deceased employee is entitled to monetary compensation?

11. Mr. Rakesh Kumar, union representative referring to the provision of Clause 9.5.0 (ii) of NCWA-VI argued that the prescribed age limit of female dependent seeking employment is 45 years and she had the option either to seek employment or monetary compensation. A female dependent above the age of 45 years is vested with the right to receive monetary compensation only and did not have right of employment. It is contented on behalf of the dependents of the deceased employment that the dependent daughter of Khudiram Bauri was 17 years and 9 months of age on the date of death of her father on 10.12.1996. Clause 9.5.0 (ii) of NCWA-VI vested the right of exercising option between employment and monetary compensation to a female dependent below 45 years of age. In the instant case after submitting application, claiming employment Shiuly Bauri appeared for her medical examination held by the IME Board and on 25.09.1997 she was found medically fit for her employment. At the relevant time the age of Shiuly Bauri was 18 years but the management on a misconception and misinterpretation of the provision of NCWA, regretted the prayer of employment and after 11 years from the date of death of her father, issued an internal letter bearing No. ECL/CMD/C-6B/Empl/3/1793 dated 22/27.02.2007 regrated the prayer for employment, observing that :

> ***"*** *On examination of I.M. E. report of female dependent it is observed that the age of female dependent was assessed as 18 years as on 3.10.97, hence her date of birth comes as 3.10.79. According to above date of birth the concerned female dependent (i.e. daughter) was aged 17 years 2 months 7 days as on date of death of her deceased father and she was below 18 years of age therefore she is not entitled for employment as per provision of NCWA.* ***"***

It is argued that no communication of such information was made to Shiuly Bauri. Mr. Rakesh Kumar, Union representative urged that there may be legal disability of the employer to engage any person below the age of 18 years under Section 45 of the Mines Act, 1952, but any female dependent on attaining adulthood has a vested right in terms of Clause 9.5.0 (ii) of NCWA to claim employment. It is also argued that till such employment is granted, the female dependent / spouse of the deceased employee is entitled to monthly monetary compensation. In support of his claim the union representative relied upon a decision of the learned Division Bench of the Hon'ble High Court at Calcutta in the case of **Sukumoni Hembram Alias Sukumoni Mejhan Vs. The Union of India and Others [MAT 27 of 2024]** and the decision of the Hon'ble Supreme Court of India in Special Leave to Appeal No. 23181 of 2024 arising out of impugned final judgment and order dated 07.08.2024, passed in MAT 27 of 2024 by the Hon'ble High Court at Calcutta. In the aforesaid MAT the appellant challenged the impugned order of the Learned Single Judge who rejected the claim for compassionate appointment and directed payment of monetary cash compensation. The Hon'ble Division Bench after considering the provisions of Clause 9.5.0 (ii) of NCWA, applicable in the case held that :

> ***"*** *Provision vested the right of exercising an option between employment and monetary compensation with a female dependent below 45 years. Once a right stand vested it can be taken away by a process approved by law. In a given case, when the female dependent is below 45 years but above 18 years, she can opt for either grant of employment or monetary compensation. If she opts for employment employer has no choice but*

grant her the employment. However, if such female dependent is a minor on the date of death of the deceased employee, she cannot be denied the right of exercising the option between employment and monetary compensation in terms of clause 9.5.0 (ii) on the plea of the Mines Act, or otherwise. Right to employment or monetary compensation stood vested in the female dependant under clause 9.5.0 (ii) notwithstanding she being a minor on the date of death. This vested right can be taken from her only by a process approved by law."

The Hon'ble High Court further held that :

" Unlike other schemes for compassionate appointment which usually provides for negation of the claim of appointment on the grounds of financial solvency or delay, clauses 9.3.0 to 9.5.0 of the NCWA does not specify financial solvency or delay to be disqualifications for receipt of compassionate appointment or monetary compensation. As noted above, provisions of the NCWA which is a settlement within the meaning of the Act of 1947 are required to be strictly construed."

In the said case the respondent authorities were directed to grant compassionate appointment to the appellant as expeditiously as possible, and preferably within a period of 4 weeks from date, upon compliance with necessary formalities. The said judgement of the Hon'ble High Court in MAT 27 of 2024 was challenged before the Hon'ble Supreme Court of India through Special Leave to Appeal No. 23181 of 2024. The Hon'ble Supreme Court of India after hearing learned advocate counsel for the petitioners found no reason or ground to interfere with the order and dismissed the Appeal and granted four weeks' time to the petitioner to comply with the order of High Court. The union representative claimed that the dependent daughter of the deceased employee is entitled to employment.

12. Mr. Mani Padma Banerjee, learned advocate for the management of ECL argued that at the time of death of Khudiram Bauri, Shiuly Bauri the dependent daughter was a minor and unlike the provision of Clause 9.5.0 (iii) of NCWA-VI where the male dependent of the deceased workman aged 12 years and above is kept in Live Roster and is provided with employment commensurate with his skill and qualification when he attained the age of 18, years there is no provision for keeping the name of female dependent in the Live Roster. It is argued that in such case a female dependent is only entitled to monetary compensation. It is submitted that the provisions of NCWA was agreed upon after prolong discussion and deliberation and the parties are bound by the terms of settlement laid down in the NCWA. It is urged that at the time of formulating the terms of settlement the representatives of the employees and the employer consciously excluded the female members from the purview of being considered for maintaining their names in the Live Roster at the time the occasion for employment arose. Learned advocate argued that monetary compensation of Rs. 2000/- per month was approved to the daughter of the deceased in lieu of employment (Exhibit M-6) but the same has not been accepted. It is urged that under such circumstances the Industrial Dispute is liable to be dismissed.

13. Having heard the argument advanced by the respective parties and having considered the materials on record, evidence adduced by the parties and the position of law, it is necessary to consider if the claim for employment by the dependent daughter of the deceased Khudiram Bauri is legal and justified. The admitted position in this case is that Khudiram Bauri was a permanent employee of ECL and posted at Pandaveswar Area. He died in harness on 10.12.1996, leaving behind Shakuntala Bauri, his widow and dependent daughters namely, Shiuly Bauri and Doli Bauri. On the basis of an application submitted by Shiuly Bauri, claiming employment she was referred for her pre-employment medical examination before the IME Board. The report of the IME dated 25.09.1997 has been placed by the management as Exhibit M-1. It appears from the report that the Board found her fit for job and her age, as per appearance, was recorded as 18 years as on 03.10.1997. It appears from the documents that there is some mismatch between the date on which the report was prepared i.e., 25.09.1997 and the date on which the IME Board assessed her age on the basis of her appearance i.e., on 03.10.1997. The assessment could not have been done after the date of submission of the report. The criteria considered for recording the age of Shiuly Bauri was on the basis of her statement and the age as recorded in the Service Record Excerpt of the deceased employee. As per Service Record Excerpt the age of Shiuly Bauri was 9 years on 01.04.1987. Therefore, if her age was 9 years on 01.04.1987 as per the Service Record maintained by the company, Shiuly Bauri had already attained 18 years on the date of death of her father and her age should have been 18 years and 8 months. The management of ECL has produced Exhibit M-6 which is a letter dated 11/12.09.1998 addressed to Shiuly Bauri where the Competent Authority approved maintenance allowance at the rate of Rs.2,000/- per month to the daughter of the deceased in lieu of employment in place of her father. There was no clear communication to the dependent daughter of deceased that her prayer for employment was rejected on any ground. It is gathered from Exhibit M-2, a letter dated 22/27.02.2007 issued by Personnel Manager (Empl), ECL Headquarters, addressed to the Personnel Manager (IC), Pandaveswar Area, informing that the age of female dependent was assessed as 18 years as on 03.10.97, hence her date of birth is inferred as 03.10.79. According to the management the concerned female dependent (i.e., daughter) was aged 17 years 2 months 7 days as on date of death of her deceased father and she was below 18 years of age therefore she is not entitled to employment as per provision of NCWA. From this letter dated 22/27.02.2007 the final decision of the Competent Authority, refusing employment to the dependent daughter has come to light, after passage of 11 years from the date of death of Khudiram Bauri.

14. The relevant provision regarding employment to female dependent is provided in Clause 9.5.0 (ii) of

NCWA-VI, which either allows employment or monetary compensation to a female dependent in case of death of an employee while in service. It provides 45 years as the upper age limit for female dependent for exercising their option either for employment or monetary compensation. A female dependent above 45 years of age is vested with the right to receive monetary compensation only and she does not have any right to employment.

15. According to the Service Record Shiuly Bauri completed her 18 years and few months on the death of her father, where it was clearly laid down that her age was 9 years as on 01.04.1987. The Service Record Excerpt of Khudiram Bauri was produced by the union as Exhibit W-2 and the age of Shiuly Bauri, recorded therein, appears as 9 years. From the various documents relating to educational qualification of Shiuly Bauri, it appears that she appeared in Matriculation Examination under Bihar School Examination Board, Patna in the year 2000 (Exhibit W-6) and her Intermediate Examination under Jharkhand Academic Council, Ranchi in the year 2004 (Exhibit W-8). Therefore, there was no occasion for Shiuly Bauri to produce the certificates or admit card of such examinations bearing her date of birth at the time of her appearance before the IME Board. Under such circumstances the IME Board was required to rely upon the age of Shiuly Bauri, as it appeared in the Service Record of the deceased employee or by holding her Ossification Test. Be that as it may, the provisions of Clause 9.5.0 (ii) of NCWA-VI vests the right to the dependent to exercise her option between employment and monetary compensation to a female dependent below the age of 45 years. In the case of **Sukumoni Hembram Alias Sukumoni Mejhan vs The Union of India and Others [MAT 27 of 2024]**, the Hon'ble High Court at Calcutta held that :

" 41. Clause 9.5.0 (ii) vests the right of exercising an option between employment and monetary compensation with a female dependent below 45 years. Once a right stand vested it can be taken away by a process approved by law. In a given case, when the female dependent is below 45 years but above 18 years she can opt for either grant of employment or monetary compensation. If she opts for employment employer has no choice but grant her the employment. However, if such female dependent is a minor on the date of death of the deceased employee, she cannot be denied the right of exercising the option between employment and monetary compensation in terms of clause 9.5.0 (ii) on the plea of the Mines Act, or otherwise. Right to employment or monetary compensation stood vested in the female dependant under clause 9.5.0 (ii) notwithstanding she being a minor on the date of death. This vested right can be taken from her only by a process approved by law."

The Hon'ble High Court further held that :

" 44. Clause 9.5.0 (iii) of the NCWA provides for a scenario where there is a minor male dependent in the family of the deceased employee and such family seeks to preserve the right of such male dependent to receive employment on his attaining the age of an adult. Clause 9.5.0 (iii) does not govern the right of a female dependent, in a family of the deceased employee, where there is no male dependent, to receive employment or monetary compensation."

The Hon'ble High Court further noted that Clauses 9.3.0 to 9.5.0 of the NCWA does not specify financial solvency or delay to be disqualifications for receipt of compassionate appointment or monetary compensation. The Hon'ble High Court allowed the appeal and directed the respondent authorities to grant compassionate appointment to the appellant as expeditiously as possible, and preferably within a period of 4 weeks from date, upon compliance with necessary formalities. A Special Leave to Appeal was preferred before the Hon'ble Supreme Court of India against the judgement and order passed by the Division Bench of the High Court, which was dismissed, finding no reason or ground to interfere with the same. In the instant case the dependent daughter submitted her application claiming compassionate employment in place of her dead father within a period of less than 1 (one) year from the date of death of her father. At the time of her application, she had already attained the age of majority. The dependent daughter is therefore entitled to get compassionate employment as per provisions of Clause 9.5.0 (ii) of NCWA-VI. The management by denying employment to her acted in arbitrary and illegal manner, bypassing the provisions of settlement which is binding upon them under Section 18(3) of the Industrial Disputes Act, 1947. The management has no occasion to deny such employment to the dependent daughter of the deceased employee on the ground of delay or that the family of the deceased has been able to wade over financial hardship, which arose immediately after the death of the employee. In the instant case the delay in disposing the matter is attributable to the management of ECL.

16. The widow of the deceased employee is also entitled to monetary compensation under Clause 9.5.0 (iii) of NCWA-VI at the prevailing rate from 10.12.1996 i.e., the date of death of the employee till employment is granted to the daughter. The Industrial Dispute is accordingly allowed in favour of the dependent daughter and widow of the deceased employee.

Hence,

ORDERED

that the Industrial Dispute is allowed on contest against the management of Pandaveswar Area of Eastern Coalfields Limited. The management of ECL is directed to grant compassionate employment to Shiuly Bauri within a period of 3 (three) months from the date of communication of the Award. Smt. Sakuntala Bauri, widow of the Late Khudiram Bauri is entitled to Monthly Monetary Cash Compensation (MMCC) at the prevailing rate

from the date of death i.e., 10.12.1996 till compassionate employment / appointment is granted to the daughter. The management of Eastern Coalfields Limited is directed to pay the arrears of the monetary compensation to the widow of the deceased employee within 3 (three) months from the date of communication of the Award. Let an award be drawn up in light of my above findings. Copies of the Award in duplicate be sent to the Ministry of Labour, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 8 अगस्त, 2025

का.आ. 1537.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **इ सी एल** के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह– श्रम न्यायालय**, आसनसोल के पंचाट **(संदर्भ संख्या 18/2013)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **06/08/2025** को प्राप्त हुआ था।

[सं. एल-22012/132/2013-आईआर (सी. एम-II)]

सलोनी, उप निदेशक

New Delhi, the 8th August, 2025

S.O. 1537.—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 t**he Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of **M/s. ECL** and **their workmen** received by the Central Government on **06/08/2025.**

[No. L-22012/132/2013– IR (CM-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL

PRESENT: Shri Ananda Kumar Mukherjee,
Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 18 OF 2013

PARTIES: Pabitra Baratia,
(Dependent son of Late Antarjami Baratia)
Vs
Management of Nimcha Colliery, Satgram Area, ECL

REPRESENTATIVES:

For the Union/Workman: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress

For the Management of ECL: Mr. P. K. Das, Advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 24/06/2025

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-22012/132/2013-IR(CM-II)** dated 03/10/2013 has been pleased to refer the following dispute between the employer, that is the Management of Nimcha Colliery, Satgram Area of Eastern Coalfields Limited and their workmen for adjudication by this Tribunal.

SCHEDULE

"Whether the action of the management of Nimcha Colliery under Satgram Area of M/s. E.C. Limited to dismiss from service to Sri Antarijami Baratia was proper, fair and proportionate judgement only on ground of absenteeism which was due to his illness. If not, so what relief management can provide to him?"

1. On receiving Order **No. L-22012/132/2013-IR(CM-II)** dated **03/10/2013** from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 18 of 2013** was registered on 14/02/2014 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. Mr. H. L. Soni, Assistant General Secretary of Koyala Mazdoor Congress filed written statement on 07/10/2015 on behalf of Antarjami Baratia, dismissed workman. Management contested the case by filing written statement on 15/03/2017. Brief fact of the case, as disclosed in the written statement of the union is that Antarjami Baratia was posted as Underground Loader at Nimcha Colliery under Satgram Area of ECL and he did not attend duty from 31/05/2008 to 05/09/2008 due to his illness and due to torture by money lenders. Workman reported for his duty with medical certificate of his illness but he was not allowed to resume duty. A charge sheet No. AGENT/NIM/PD/08/165 dated 06/09/2008 was issued to him. A domestic enquiry was initiated. Workman had no information about the enquiry and he was unable to attend the same. Charged workman was not informed about appointment of the Enquiry Officer, Management Representatives and the date fixed for enquiry. After lapse of about three years management again issued another charge sheet bearing No. NIM/AGT/CS/2011/473 dated 09/15.04.2011. It is contended that second charge sheet was illegal, vague, motivated and had no binding effect upon the workman after issuance of first charge sheet. Workman participated in the second enquiry and during enquiry proceeding he explained reasons of his absence from duty and he also submitted medical certificates. Without considering the reply of the workman, Enquiry Officer concluded the enquiry in perfunctory manner and the workman was dismissed. Workman raised an Industrial Dispute before the Assistant Labour Commissioner (C), Asansol praying for resumption of duty on 22/06/2011. Workman was dismissed from service of the company during pendency of Industrial Dispute and a letter of termination was issued to him by the General Manager bearing No. SAT/PER/GM/Termination/11/3094 dated 29.09.2011/07.10.2011. It is asserted on behalf of the workman that past record of the workman is good. His attendance in work during the year 2005 was 246 days, during the year 2006 was 206 days and during the year 2007 was 257 days. It is only due to torture by money lenders workman was unable to attend the duty. It is inter alia contended that dismissal of the workman from service due to his absence from duty is harsh and disproportionate punishment to the nature of offence. It is further stated that during pendency of the proceeding Antarijami Barati expired on 08/07/2014 and his son, Pabitra Baratia was substituted in his place. Union prayed for providing direction upon the management to provide benefits to the dependent son of the employee.

3. Management of ECL in written statement disclosed that Antarjami Baratia was found absent from duty from 31/05/2008 without any sanctioned leave and charge sheet was issued against him bearing No. AGENT/NIM/PD/08/165 dated 06/09/2008. The workman did not participate in the enquiry and continued to remain absent. Subsequently a fresh charge sheet was issued bearing No. NIM/AGT/CS/2011/473 dated 09/15.04.2011 under clause 26.29 of certified standing order of the company. A departmental enquiry was held on 11/08/2011 and charged employee participated in the enquiry. Enquiry Officer after concluding enquiry submitted his report on 27/08/2011, where he found the workman guilty of the charge. A letter No. SAT/GM/PER/LAB-C/2011/2858 dated 10/14.09.2011 was issued to the charged workman seeking explanation. Management after considering all materials, terminated the workman from service and communicated the same to him through letter No. SAT/PER/GM/Termination/11/3094 dated 29.09.2011/07.10.2011. Koyala Mazdoor Congress by letter No. KMC/ID/2011/712 dated 21/06/2011 raised the Industrial Dispute. Manager further stated that during pendency of the Industrial Dispute, Antarjami Baratia died and his legal heirs have no authority to continue the proceeding. According to the management full opportunity was given to the workman in the domestic enquiry. Therefore, Industrial Dispute raised by the union is liable to be dismissed.

4. Union examined Pabitra Baratia, dependent son of Late Antarjami Baratia as Workman Witness-I. He filed his affidavit-in-chief and was cross-examined for the first time on 07/02/2018. Witness was re-examined on recall on 06/12/2022 and was re-cross-examined by the management. Pabitra Baratia thereafter did not appear to put his signature on evidence recorded on recall on 06/12/2022. Documents produced by him have been admitted in evidence as follows:

(i) copy of Enquiry Notice dated 15/17.04.2009 is marked as Exhibit W-1.

(ii) copy of second Notice of enquiry dated 11/07/2009 is marked as Exhibit W-2.

(iii) copies of document related to his father's departmental enquiry, mercy petition, charge sheet and medical treatment papers are collectively marked as Exhibit W-3.

5. Management examined Sh. Sumit Choudhary as Management Witness-I. He filed his affidavit-in-chief wherein it is stated that workman was a habitual absentee and remained absent without information or sufficient reasons. On the last occasion workman was absent from duty from 31/05/2008 to 15/04/2011. Workman was charge sheeted on 15/04/2011. Agent appointed the Enquiry Officer by his letter No. AGENT/NIM/PD/556 dated 26/27.07.2011. Notice of enquiry was served upon the workman vide letter No. AGENT/NIM/PD/2011/ENQ255 dated 05/08/2011. Workman appeared and participated in the enquiry. Management has filed copy of enquiry proceeding in four pages and enquiry report in two pages which have been admitted in evidence. A second show cause Notice dated 10/14.09.2011 was issued by the General Manager addressed to the workman. Workman replied to the second show cause Notice and finally the General Manager dismissed the workman from service vide his letter dated 29.09.2011/07.10.2011. According to the management, dismissal of the workman is justified. In course of examination, witness produced the following documents:-

(i) Copy of Charge Sheet dated 09/15.04.2011 issued to the workman for his unauthorized absence from duty is produced as Exhibit M-1

(ii) Copy of letter dated 26/27.07.2011 for appointment of the Enquiry Officer is produced as Exhibits M-2.

(iii) Copy of Notice of enquiry dated 05/08/2011 fixing 11/08/2011 for enquiry is produced as Exhibit M-3.

(iv) Copy of Enquiry proceeding in four pages is collectively produced as Exhibit M-4.

(v) Copy of Enquiry report in two pages is collectively produced as Exhibit M-5.

(vi) Copy of second show cause Notice dated 10/14.09.2011 issued to the charged employee is produced as Exhibit M-6.

(vii) Copy of reply dated 26/09/2011 submitted by the workman against the second show cause Notice is produced as Exhibit M-7.

(viii) Copy of letter of termination dated 29.09.2011/07.10.2011 issued by the General Manager, Satgram Area is produced as Exhibit M-8.

(ix) Copy of medical certificate issued by a private practicing doctor submitted by the concerned workman during course of enquiry, is produced as Exhibit M-9.

In cross-examination, management witness stated that charge levelled against the workman was only due to long unauthorized absence and no charge of habitual absence was arraigned against him. Witness admitted that on earlier occasion a charge sheet was issued for absenting from duty w.e.f. 31/05/2008. The first departmental enquiry was initiated against the workman but it was not completed and a second charge sheet was issued on 15/04/2011 covering entire period of unauthorized absence of the workman from 31/05/2008 till 15/04/2011. It further transpires that no final order was passed in respect of the earlier enquiry proceeding. Witness denied that it was illegal and improper to issue a second charge sheet for the purpose of computing the entire period of unauthorized absence.

6. Heard argument advanced by Mr. Rakesh Kumar, union representative on behalf of Koyala Mazdoor Congress. It is argued that management of ECL committed illegality by issuing two charge sheets against the workman. First charge sheet was dated 06/09/2008 and a domestic enquiry was initiated against the workman but without concluding the same, a second charge sheet was issued on 15/04/2011 which is illegal. Union representative further argued that workman participated in the second enquiry and he had disclosed that he was suffering from illness and he could not attend duty due to torture by moneylenders. It is argued that there were sufficient reasons for the absence of the workman. Therefore, the order of dismissal passed against him is required to be set aside and management shall pay back wages and all consequential reliefs to Pabitra Baratia, the dependent son.

7. Mr. P. K. Das, learned advocate for the management in reply argued that workman remained absent from duty without leave or permission of the competent authority for three years. A charge sheet was issued against the workman and enquiry was initiated but the workman did not participate in the enquiry and the enquiry proceeding was discontinued. As workman continued to remain absent, management issued a fresh charge sheet against the workman disclosing a charge of unauthorized absence from duty from 31/05/2008 till date of issue of charge sheet i.e. 15/04/2011. On the second occasion, charge sheet was served upon the workman. An enquiry proceeding was initiated and workman participated in the enquiry. After concluding of the enquiry workman was found guilty of charge under clause 26.29 of certified standing order for his absence from duty for more than ten days without information. Enquiry proceeding and findings of the Enquiry Officer were supplied to the charged employee. A second show cause Notice (Exhibit M-6) was issued to the workman. He submitted reply (Exhibit M-7) against the second show cause Notice and finally after considering all materials on record and enquiry proceeding, General Manager, Satgram Area dismissed the workman from service by issuing a letter dated 29.09.2011/07.10.2011 (Exhibit M-8). Learned advocate submitted that order of dismissal issued against the workman is appropriate, proper and consistent with the nature of misconduct.

8. Having considered the arguments advanced by the union representative and learned advocate for the management, it appears to me that union is harping upon facts that initially charge sheet was issued to the workman for his unauthorized absence on 06/09/2008 but without completing the enquiry another charge sheet was issued to the workman on 15/04/2011. According to the union, second charge sheet could not have been issued during pendency of the first charge sheet. I have considered facts and circumstances and evidence adduced by parties. In the written statement, union stated that workman did not receive any Notice of the first charge sheet and also, he did not participate in the enquiry proceeding. I find that neither any final decision was taken in respect of the first charge sheet nor did the Enquiry Officer submit his report. The concerned workman continued to remain absent and it would appear that he had practically fled his place of work by remaining away for more than two years and eleven months. In view of long unauthorized absence, management is always in a position to take appropriate action. Management accordingly issued a fresh charge sheet disclosing charge of unauthorized absence for a longer period from 31/05/2008. Copy of charge sheet is produced as Exhibit M-1/Exhibit W-3/3. On the second occasion workman participated in the enquiry proceeding. Notice of enquiry was issued to him (Exhibit M-3). An enquiry proceeding was conducted on 11/08/2011. Copy of the Enquiry proceeding produced has been admitted in evidence as Exhibit M-4. It disclosed that charge was proved by the two management representatives, namely Tathagata Gupta and S. Tapadar and the charged employee was also present during the enquiry. In the Enquiry report, the workman was found guilty of charge. Second show cause Notice was issued and in reply to the same, workman reiterated that he was absent due to illness and in fear of torture by the moneylenders. Management did not consider such plea as sufficient and plausible reasons for the workman to remain absent from duty for such a long period and found it fit to dismiss the workman from service.

9. I find from the record that Enquiry officer held enquiry in a fair manner by providing opportunity to the charged employee to cross-examine the management representatives. Principles of Natural Justice were also duly followed. It is unusual and unacceptable that a workman would leave his place of work without any information or authorization from the employer and disrupt work by long absence. If the presence of the workman is unpredictable in his workplace, management cannot place reliance upon such workman for his participation and contribution in his work. He also failed to prove his illness.

10. In view of my above discussion, I find no illegality in the order of dismissal of workman from service. Workman who remained absent for such a long period without proper grounds is detrimental to the interest of the employer company. Punishment of dismissal of the workman is accordingly found to be proportionate to the nature of misconduct of long absence, without justified cause. To my mind, workman was not justified in remaining absent from duty without tenable reasons. I find no merit in the Industrial Dispute and hold that legal heirs of the dismissal workman are not entitled to any relief except the dues due to past service. Industrial Dispute is according dismissed.

Hence,

ORDERED

that the Industrial Dispute is dismissed on contest. Legal heirs of the dismissed workman are not entitled to any relief except the legal dues arising out of service already rendered by Antarjami Baratia. Let an Award be drawn up in the light of my above discussion. Let copies of Award be communicated to the Ministry for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 8 अगस्त, 2025

का.आ. 1538.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **उपमंडल अधिकारी (टी), भारत संचार निगम लिमिटेड, डलहौजी, चंबा (हिमाचल प्रदेश); महाप्रबंधक, भारत संचार निगम लिमिटेड धर्मशाला, कांगड़ा** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री परवीन कुमार (हिमाचल प्रदेश)** के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-I नई दिल्ली पंचाट(संदर्भ संख्या-**100/2012**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05.08.2025 को प्राप्त हुआ था।

[सं. एल-40011/21/2012-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 8th August, 2025

S.O. 1538.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(**Ref. No. **100/2012)** of the **Central Government Industrial Tribunal cum Labour Court – I, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Sub Divisional Officer (T), Bharat Sanchar Nigam Ltd, Dalhousie, Chamba (HP); The General Manager, Bharat Sanchar Nigam Ltd. Dharamshala, Kangra** and **Sh. Parveen Kumar (HP),** which was received along with soft copy of the award by the Central Government on **05.08.2025**.

[No. L-40011/21/2012-IR (DU)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Presiding Officer: Sh. Brajesh Kumar Gautam, H.J.S.

ID No.100/2012

Registered on 03.04.2013

Parveen Kumar S/o Sh. Kishan Chand R/o Bus Stand Dalhousie (Nr. Cinema Hall) Tehsil Dalhousie, District Chamba (HP),

-Through the General Secretary, Distt. Committee, All India Trade Union Congress (AITUC) CHEP, Stage-II, Karian, PO-Hardaspura Chamba (HP).

.....Workman

Versus

1. The Sub Divisional Officer (T), Bharat Sanchar Nigam Ltd, Dalhousie, Chamba (HP).

2. The General Manager, Bharat Sanchar Nigam Ltd. Dharamshala, Kangra.

.....Management-Respondents

Sh. T.R. Bharadwaj AR for Workman

Sh. Anish Babbar AR for Management

Judgment reserved on 10th July, 2025

Judgment Pronounced on 28th July, 2025

JUDGMENT/AWARD

1. **Outline:**Instant Industrial Dispute has been registered for adjudication on the basis of a Reference vide Notification No. L-40011/21/2012-IR(DU) dated 25.02.2013 under clause (d) of Sub-Section (1) sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (hereinafter called the Act), of the Ministry of Labour-Government of India as follows:-

> *"**Whether the action of the management i.e. General Manager Telecom, Shimla Circle in not converting the services of Sh. Parveen Kumar S/o Sh. Kisan Chand from part time safai karamchari to full time casual labour w.e.f. 17.05.2002 is just, fair and legal, if not to what relief the concerned workman is entitled and from which date?.***"

2. **The case of Workman/ Petitioner-** As per claim statement filed on behalf of workman, he was employed as a Part Time sweeper on 15.12.1998 in Telecom Sub-Division Dalhousie. It is said that earlier the father of the workman was employed in the Department but due to his ill health the workman was appointed in place of his father and a written consent was also taken from both of them on 15.12.1998. In the year 2001 the process of converting part time employees to full time casual labourer on daily wages started, as per letter of Department dated 25.08.2000. As per the criteria set out in above said letter dated 25.08.2000, the part time worker who worked continuously for 240 days in the department preceding/ last 12 months, they were liable to converted into full time casual labourers. It is said that workman fulfilled all conditions as per letter dated 25.08.2000 and was requested to fill up proforma and to submit it with the relevant documents by the respondent department to make him full time worker. It is further said that the favorite junior co-workers who were part time workers are made full time workers because of their personal interest vide Memo No.E-7/PT/Safaiwala/PT-1 dated 17.05.2002. But the workman Parveen Kumar was denied his conversion into full time casual worker. Whenever the workman consulted departmental officer they only assured that he could also be converted into full time casual labourer but no action was taken. When grievance of workman was not resolved he raised a dispute before Regional Labour Commissioner (Central) / Conciliation Officer through a demand note for amicable settlement. The demand raised was not resolved

and a conciliation failure report was sent to the Ministry by the Regional Labour Commissioner and reference by Labour Ministry was sent to the Tribunal for adjudication. It is further stated by the workman that he is still working as part time worker but w.e.f. August, 2011 onward he has not been paid. It is also stated that workman had made several request but nothing has been done in this regard and his wages are still not paid. Through the claim statement it is prayed that respondent be directed to regularize the services of workman w.e.f. 17.05.2002 or from the date of joining of Junior Employees in regular capacity with all consequential reliefs i.e. Seniority, Arrear of Pay and allowance service benefits etc, to pay the part time wages lying pending for the period w.e.f. August, 2011 till the date, to pay cost of litigation and any other relief as this Court may deem fit and proper.

3. **The case of Management-Respondents-** The opposite parties BSNL Authorities have contested the claim petition of workman and they have filed their written statement/ reply and objection against the claim petition. According to case of management the workman was never appointed on regular post. However, it is admitted by the opposite parties BSNL Management that workman was engaged as Part Time Safai Karamchari w.e.f. 01.05.1999. He could not be converted into full time casual worker as he did not fulfill conditions laid down in the Department of Telecom, New Delhi Letter No.269-13/99-STN-II dated 25.08.2000 and Chief G.M. Telecom, H.P. Telecom Circle, Shimla Letter No. staff/S-1035/81 dated 14.11.2000. According to further case of management the workman has submitted demand notice in year 2012 which is time barred and stale, therefore, his claim is liable to be dismissed. According to contesting opposite parties the workman is not entitled to benefits as per instructions contained in letters dated 25.08.2000 and dated 14.11.2000 as he did not fulfill the conditions laid down by the Department of Telecom. According to management the cutoff date is 01.08.1998 whereas the workman was engaged as Part Time Safai Karamchari on 01.05.1999. In further written statement/ reply of management the facts and contents mentioned in claim petition have been denied and it is stated that he never worked as sweeper in BSNL. According to management his father was working as Part Time Employee since year 1970 and he abandoned his services on 15.12.1998. According to case of opposite parties only dependent of regular employee can claim appointment on compassionate ground and therefore no claim of workman Parveen Kumar is sustainable in the present case. The management has denied document of salary record annexed and submitted by workman alongwith his claim petition as not signed by any BSNL official/ authorities. According to management as per decision of Supreme Court in Uma Devi case workman is not entitled to any benefits. It is further stated by the management that the workman did not fulfill the conditions laid down in Department letters therefore, he was not converted into full time casual labourer on daily wages. The management has however, admitted that workman had earlier represented at various levels for his conversion from part time casual labour to full time casual labourer and a suitable reply has already been communicated to him vide letter dated 23.08.2010. It is also admitted by management that workman worked till October, 2004 and wages were paid to him. According to case of management thereafter, the workman abandoned his job on his own and therefore consideration of representation- Annexure P-9 to P-8 for salary w.e.f. August, 2011 does not arise. The workman has raised Industrial Dispute after 7 years and therefore same is liable to be dismissed on the ground of limitation.

4. **Issues:** Since present Industrial Dispute case has arisen out of a reference received from Ministry of Labour, Government of India, therefore the terms of reference which are received for adjudication are the issues and no other issues are required to be settled for determination.

5. During hearing of the case the workman Parveen Kumar has got himself examined as Workman Witness No.1 and during his evidence certain documents were brought on record and were marked as Exhibits as follows:

Sr. No.	Particulars	Annexure/ Exhibit
1.	Affidavit	Ex. W-1
2.	Copy of Written Consent dated 15.12.1998	Ex. W-2
3.	Copy of Written Consent dated 15.12.1998	Ex. W-3
4.	Copy of Letter dated 25.08.2000	Ex. W-4
5.	Copy of Details from 1999 to 2006	Ex. W-5
6.	Copy of Proforma	Ex. W-6
7.	Copy of Letter dated 17.05.2002	Ex. W-7
8.	Copy of Representation	Ex. W-8
9.	Copy of Representation	Ex. W-9
10.	Copy of Representation	Ex. W-10
11.	Copy of Representation	Ex. W-11
12.	Copy of Representation	Ex. W-12

13.	Copy of Representation	Ex. W-13
14.	Copy of Representation	Ex. W-14
15.	Copy of Representation	Ex. W-15
16.	Copy of Representation	Ex. W-16
17.	Copy of Representation	Ex. W-17
18.	Copy of Representation	Ex. W-18
19.	Copy of Representation	Ex. W-19
20.	Copy of Letter dated 09.07.2012	Ex. W-20

6. During hearing of the case Management one witness namely **Subhash Chand working as Assistant General Manager (Legal/ HR) GMTD, Dharamshala (HP)** got examined as Management Witness No.1 and during his evidence certain documents were brought on record and were marked as Exhibits as follows:

Sr. No.	**Particulars**	**Annexure/ Exhibit**
1.	Affidavit	Ex. MW-1
2.	Copy of Letter dated 23.08.2010	Ex. MW-2
3.	Copy of Letter dated 25.08.2000	Ex. MW-3

7. **Arguments of Parties:** According to Ld. Counsel appearing on behalf of workman although the workman was engaged as Part Time Sweeper w.e.f. 15.12.1998 but the management has accepted him as part time employee since 01.05.1999. Even if he was treated as employee since 01.05.1999 he has right to be converted into full time casual labourer as he has completed 240 days in the preceding 12 months which was cut off date i.e. 25.08.2000 as per the Government of India, Department of Telecom Service, Letter No.266-13/99-STN-II dated 25.08.2000. It is argued that this letter was further endorsed by another letter dated 14.11.2000 issued from the office of Bharat Sanchar Nigam Ltd. Shimla, Circle, wherein application from all Part Time casual labourers were called for who were working as on 01.08.1998 and 25.08.2000 for the purpose of converting them into full time casual labourers. According to Ld. Counsel for the workman an application by workman Parveen Kumar was also duly forwarded by Sub-Divisional Officer, Dalhousie and was sent for the purpose in which it was clearly mentioned that the workman have already completed 305 days as on 25.08.2000. But candidature of workman was refused whereas other 40 persons have been converted as full time casual labourers as per the Policy contained in letter dated 25.08.2000 and 14.11.2000. It is argued that the ground for rejection of claim of workman as taken by management is that he did not fulfill the criteria is wrongly taken as according to the Policy contained in letter dated 25.08.2000 and even in letter dated 14.11.2000 the workman was fulfilling the criteria for conversion from part time employee to full time casual labor. It is also argued that even several representations were given two concerned authorities but grievance of workman was not resolved and he was not converted from Part Time Employee to full time casual labourer which is against the policy contained in letter dated 25.08.2000 and 14.11.2000. It is also argued that even there has been sufficient vacancies to accommodate this workman but he has been wrongly denied his right to be converted from Part Time casual labourer into full time casual labor. It is prayed that this Industrial Dispute may be allowed and management of BSNL be directed to convert the workman from part time casual labourer to full time casual labor.

8. Per Contra, the Ld. Counsel appearing on behalf of BSNL Management had submitted that workman has no right to be converted from Part Time labourer to Full time casual labourer as he was not fulfilling criteria on the relevant cut off date contained in the policy in letter dated 25.08.2000 and 14.11.2000. Elaborating the argument Ld. Counsel appearing on behalf of management has pointed out that as per policy letter dated 25.08.2000 those part time casual labors with less than 4 hours of duty per day were to be converted into full time casual labors who had worked for 240 days in the preceding 12 months as on date of issuance of the letter dated 25.08.2000. According to Ld. Counsel this letter was issued when BSNL was department of telecom services and letter was issued from Government of India. When department of Telecom Services was converted into BSNL in the month of October, 2000 another letter dated 14.11.2000 was issued by office of CGMT, HP Circle, Shimla wherein cut off date for working was mentioned as on 01.08.1998. Since the workman was not working as on 01.08.1998 his case was not considered for converting into full time casual labor. According to Ld. Counsel for the management as per record and the date mentioned in the application for the workman was working since 01.05.1999, therefore he had been rightly denied conversion into full time casual labourer from part time labor. No case for any relief is made out in the present Industrial Dispute and therefore Industrial Dispute may be dismissed.

FINDINGS

9. Having heard both the parties and after perusal of case record it appears that the present Industrial Dispute revolves around the denial of the claim of workman Parveen Kumar for conversion into full time casual labourer from part time worker on the ground that he was not fulfilling the required criteria and condition laid down by the Telecom Department in its policy letters dated 25.08.2000 and 14.11.2000. The reference which has been received for adjudication is also pointing the same question as to whether action of management in not converting the services of Parveen Kumar from Part Time Safai Karamchari to full time casual labourer is just fair and legal? The two important documents first being Letter No.269-13/99-STN-II dated 25.08.2000 issued from Government of India, Department of Telecom Services New Delhi and second document being Letter No.Saff/S-1035/81 dated 14.11.2000 issued from Bharat Sanchar Nigam Limited office of CGMT HP Circle, Shimla are available on the case record which are marked as Exhibit/ Annexure P-3 and Ex. W-21. This two letters are admitted by both the parties and not in any dispute. According to case of workman he was fulfilling the required criteria/ conditions as per policy contained in this letters whereas according to BSNL Management the workman was not fulfilling the conditions mentioned in this Policy letter and therefore he was denied to be converted into full time casual labourer . Let us examine what is policy as per above referred two important documents containing the policy of telecom department (BSNL) converting part time worker into a full-time causal worker.

10. It appears that Letter No.269-13/99-STN-II dated 25.08.2000 issued from Government of India was a policy decision taken after consultation with Telecom Finance and it was decided that as one time relaxation part time casual labors with less than 4 hours of duty per day who had worked for 240 days in the preceding 12 months may be converted into full time causal labors. Certain conditions were also mentioned in this letter and as per condition No. ix), the orders will take effect from the date of issue of this letter which is 25.08.2000. Meaning thereby a part time casual labourer with less than 4 hours of duty if had already worked for atleast 240 days in the preceding 12 months from 25.08.2000, he was entitled for conversion into full time casual labourer. In the present case workman Parveen Kumar is although claiming that he has been engaged since 15.12.1998 but as per admission of department he was working since 01.05.1999. Even date 01.05.1999 which is admitted date by BSNL Management is taken to be correct one from the date when the workman Parveen Kumar was engaged as part time casual labourer, on the cut off date 25.08.2000 he had already completed more than 240 days. Now adverting to another letter dated 14.11.2000 which is Ex. W-21, it is clear that this letter has been issued after incorporation of Bharat Sanchar Nigam Ltd. for the purpose of regularization of the casual labourers. In this letter issued from Bharat Sanchar Nigam Ltd. CGMT, HP Circle, Shimla, earlier letter issued from Department of Telecom Service dated 25.08.2000 is also referred. Vide this letter dated 14.11.2000 application from all part time causal labourers were called for who were working as on 01.08.1998 and 25.08.2000. In the said letter even vacant posts in Group D (including RM) were also indicated. As per said indication DMA TD was having 63 such vacant posts. The prescribed application format attached with abovesaid letter dated 14.11.2000 mentions at point No.8- whether working as part time labourer i) as on 01.08.1998 ii) as on 25.08.2000. At Point No.9- No. of days worked from 26.08.1999 to 25.09.2000 is to be mentioned. The application of workman which has been forwarded by SDO (T) Dalhousie for the purpose of conversion from Part Time Casual labour into full time casual labour is also available on the record and same is marked as Ex. P-5. In this application at Point No.8 & 9, it is specifically mentioned that the workman was working from 01.05.1999 and had completed 305 days from 26.08.1999 to 25.08.2000. It may be noticed that in the letter 14.11.2000 issued from Bharat Sanchar Nigam Ltd. Himachal Pradesh Circle, Shimla itself two dates are mentioned i.e. 01.08.1998 and 25.08.2000 when a part time casual labourer was required to be working on these dates. In the case of workman Parveen Kumar first date i.e. 01.08.1998 mentioned in the policy letter is not applicable as a date on which he was working but second dated 25.08.2000 is applicable as the workman is said to be working from 01.05.1999 as per BSNL Management itself. In above view of the matter the submission of BSNL Management that workman was not fulfilling the required criteria and condition contained in two policy letters dated 25.08.2000 and 14.11.2000 cannot be accepted. It appears that when workman Parveen Kumar was denied his right to be converted into full time casual labourer he represented several times with a prayer for considering his case also but ultimately his claim of conversion into full time casual labourer was refused and the management intimated to him in writing vide letter dated 23.08.2010 issued from the office of General Manager, Telecom District Dharamshala. In the said communication of refusal it has been specifically stated that when process for conversion from part time casual labourer into full time casual labourer started in year 2000 as per letter dated 14.11.2000 issued from office of HP Circle, Shimla workman Parveen Kumar was not fulfilling the conditions mentioned therein. The reason for refusal as stated in letter dated 23.08.2010 is apparently Arbitrary and is against the policy itself. Another document dated 24.11.2009 which is communication between sub-divisional official (T) Dalhousie and the DET Admn. GMTD, Dharamshala has been brought on record as Exhibit. Annexure P-8 wherein it has been specifically mentioned that as per available record Parveen Kumar had worked 305 days in the year 1999-2000 as part time sweeper @Rs.6.50/- per hour for three hours in a day. It is also mentioned that he worked till October, 2004 and after verbal direction of your office (Office of GMTD, Dharamshala) he was removed from Part Time Sweeper. This letter itself is a glaring example as to how workman Parveen Kumar has been harassed and even removed on a verbal direction when he had already fulfilled condition and criteria for his conversion into full time casual labourer . Exhibit/ Annexure P-6 is letter issued from the office of General Manager, Telecom District,

Dharamshala wherein as many as 40 persons has been converted from Part Time Casual Labourers into full time casual labourers as per the policy contained in Letter dated 25.08.2000 and 14.11.2000. I do find that infact claim of workman Parveen Kumar has been arbitrarily and illegally rejected for conversion into full time casual labourer from Part Time casual labourer .

11. From the evidence of Management witness Sh. Subhash Chand. It is clear that the witness in his cross examination has admitted that there were 63 posts in Dharamshala Circle and 40 post were filled up. From the perusal of various documents which has been brought on the record and proved by workman I am of the considered view that workman Parveen Kumar have been able to make out a case for conversion into full time casual labourer from part time casual labourer as per policies enshrined in letter dated 25.08.2000 and 14.11.2000.

12. In the light of discussion made hereinabove and in the facts and circumstances of the present case the present reference No. L-40011/21/2012-IR(DU) dated 25.02.2013 in respect of the action of the management i.e. General Manager Telecom, Shimla Circle in not converting the services of Sh. Parveen Kumar S/o Sh. Kisan Chand from part time safai karamchari to full time casual labour w.e.f. 17.05.2002 is held unjust, unfair and illegal. The reference stands adjudicated accordingly. Since the action of the Telecom Management Shimla Circle is held unjust, unfair and illegal, the workman Parveen Kumar is entitled for his conversion into full time casual labourer from part time casual labourer.

13. It is therefore-

ORDERED

That the present ID No.100/2012 titled as Parveen Kumar Versus BSNL arising out of reference No. L-40011/21/2012-IR(DU) dated 25.02.2013 is decided in favour of workman Parveen Kumar, the action of the management i.e. General Manager Telecom, Shimla Circle in not converting the services of Sh. Parveen Kumar S/o Sh. Kisan Chand from part time safai karamchari to full time casual labour w.e.f. 17.05.2002 is held unjust, unfair and illegal. The reference stands adjudicated accordingly. Since the action of the Telecom Management Shimla Circle is held unjust, unfair and illegal, the workman Parveen Kumar is entitled for his conversion into full time casual labourer from part time casual labourer. The BSNL Management is directed to convert workman Parveen Kumar from Part Time Casual Labour to full time Casual Labour as per policy decision of the Department contained in letter dated 25.08.2000 and 14.11.2000.

14. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

Dated: 28.07.2025

B.K. GAUTAM, Presiding Officer

नई दिल्ली, 8 अगस्त, 2025

का.आ. 1539.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **सचिव, केंद्रीय माध्यमिक शिक्षा बोर्ड; किंग सिक्योरिटी गार्ड्स सर्विसेज प्राइवेट लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री महेश कुमार** के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-II नई दिल्ली पंचाट (संदर्भ संख्या- **249/2022**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.07.2025 को प्राप्त हुआ था।

[सं. एल-42025/07/2025/179-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 8th August, 2025

S.O. 1539.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. **249/2022**) of the **Central Government Industrial Tribunal cum Labour Court – II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Secretary, Central Board of Secondary Education; King Security Guards Services Pvt. Ltd.,** and **Sh. Mahesh Kumar,** which was received along with soft copy of the award by the Central Government on **23.07.2025**.

[No. L-42025/07/2025/179-IR (DU)]

SALONI, Dy. Director

ANNEXURE

BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO-II, NEW DELHI

I.D. No. 249/2022

Sh. Mahesh Kumar, S/o Sh. Kartar Singh,

Through- Samajwadi Karamchari Union,

D-212, Gali No. 10, Jagatpuri, Mandoli Road,

Delhi-110093.

Versus

3. The Secretary,

Central Board of Secondary Education,

Shiksha Kendra, # 2-Community Centre,

Preet Vihar, Delhi-110092.

4. King Security Guards Services Pvt. Ltd.,

39-A/102, Mohammadpur Village, Near Ram Mandir,

New Delhi-110066.

Appearance:-

For Claimant: Sh. Ajay Tyagi, Ld. AR along with claimant.

For Management: Ms. Vilaksha Daima, Ld. AR for the management-1.

Sh. Kripal Singh, Ld. AR for management-2.

AWARD

16.07.2025

This is an application **U/S 2A of the Industrial Disputes Act (here in after is referred as an Act)** filed by the claimant stating that he was working with the management as Security Guard since 04.03.2019 and his last drawn salary was Rs. 17,500/- per month. He was deprived from legal facilities i.e. appointment letter, salary slip etc. When he demanded for the above said facilities, he services was illegally terminated on 01.01.2020. He has gone to the conciliation, but, it was resulted into failure. Hence, he filed the present claim with the prayer that he be reinstated with full back wages.

Management no. 1 has filed its WS. They have denied the averment made in the statement of claim. They have also submitted that claim is not maintainable and liable to be dismissed.

Management no. 2 has also filed its WS stating that claimant misused the process of law by filing the present claim. They have denied the averment made in the statement of claim. He submitted that claim is liable to be dismissed.

Now, the matter is listed for filing of rejoinder. Counsel of the workman submits that claimant is not in touch with him since long.

In these circumstances, when the claimant is not interested in perusing his case, this Tribunal has no option but to dismiss his claim. Hence, his claim stands dismissed. Award is accordingly passed. A copy of this award is sent to appropriate government for notification under section 17 of the I.D. Act. Record of this file is consigned to record room.

ATUL KUMAR GARG, Presiding Officer.

Date: 16.07.2025

नई दिल्ली, 8 अगस्त, 2025

का.आ. 1540.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **प्रबंध निदेशक, मेसर्स भारतीय सुरक्षा बल, हैदराबाद** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री चौधरी यादैया, हैदराबाद** के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय हैदराबाद पंचाट

(संदर्भ संख्या- 53/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.07.2025 को प्राप्त हुआ था।

[सं. एल-42012/113/2015-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 8th August, 2025

S.O. 1540.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. **53/2015**) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Managing Director, M/s. Indian Security Force, Hyderabad** and **Sri Ch. Yadaiah, Hyderabad,** which was received along with soft copy of the award by the Central Government on **23.07.2025**.

[No. L-42012/113/2015-IR (DU)

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: **Sri IRFAN QAMAR**
Presiding Officer

Dated the 23rd day of June, 2025

INDUSTRIAL DISPUTE No. 53/2015

Between:

Sri Ch. Yadaiah,

R/o H.No.5-116,

Rajyalakshminagar,

2 Gurramguda,

Hyderabad – 501 510. ….. Petitioner

AND

The Managing Director,

M/s. Indian Security Force,

D.No.1-90/13, 2nd floor,

Bhagyalakshmi Nilayam,

Opp CCMB, Near Hotel Suprabath,

Habsiguda, Hyderabad – 500 007. …. Respondent

Appearances:

For the Petitioner : Party in person

For the Respondent: None

AWARD

The Government of India, Ministry of Labour by its order No. L- 42012/113/2015-IR(DU) dated 10.6.2015 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Indian Security Force and their workman. The reference is,

SCHEDULE

"Whether the action of the management of M/s. Indian Security Force in terminating the services of Shri Ch.Yadaiah w.e.f. 13.11.2014 is illegal, arbitrary and violation of Sec.25F of I.D. Act, 1947? If yes, to what relief the workman is entitled to?"

The reference is numbered in this Tribunal as I.D. No. 53/2015 and notices were issued to the parties concerned.

2. **The averments made is the claim statement are as follows**:

It is submitted that the Petitioner was joined as House Keeping Supervisor (Semi skilled supervisor) in the Respondent company on 1.4.2011, and was deputed as House Keeping supervisor in EFLU (English and Foreign Languages University), Tarnaka, Hyderbad. The duties assigned to him by the Respondent were as follows: for taking the attendance of about 290 workers, preparation of absentees list whenever required, updating all the leave balances and coordinating with the officials of EFLU in day to-day work. Petitioner discharged his duties to the satisfaction of the Respondent without any allegations and complaints neither from the side of the management nor from the side of the workers. At the time of joining in the Respondent company his salary was fixed as Rs.6,000/- per month, about fifteen months it was enhanced to Rs.8,000/-per month. On 16.9.2014 Petitioner gave a letter to the Respondent with a request to enhance his salary from Rs.8,000/- to Rs.11,000/-per month. It is submitted that without showing any valid reason on 12.11.2014 at about 3.30 p.m the General Manager of the Respondent company namely P.S.Ramamurthy has orally informed the Petitioner to stop coming to duties from the next day onwards. On 13.11.2014 to attend to his duty Petitioner has visited the office of the Respondent but he was stopped by the security at the entrance gate of the Respondent. Inspite of repeated requests the Respondent has not allowed the Petitioner from joining duties. The above referred facts clearly reveals that the Respondent has acted as per their will and wish without following any procedure and not given any written termination letter and not given an opportunity the Petitioner to ask the reason for the illegal termination. It is submitted that Petitioner approached the Assistant Labor Commissioner (central)-1,Hyderabad. Then after the dispute was referred to this Hon'ble Court. After the illegal removal, the Respondent has given "Experience cum salary certificate" dated 26.11.2014 stating that Petitioner had worked as a house keeping supervisor in EFLU, Tarnaka, Hyderabad. Further, stated that my performance was satisfactory and consolidated monthly salary is Rs.8,000/- per month. It is submitted that before the Assistant Labor Commissioner (Central)-1,Hyderabad the Respondent has filed reply vide their letter dated 29-12-2014 with false and baseless allegations, alleging that "he has misbehaved with some of the women workers and developed illegal intimacy with them with the result our organization is getting bad name. He has shown favoritism on some of the workers by manipulating their attendance in the registers. He is not telling to duties to his favorite workers and they are taking rest without doing proper duties. Some of the workers are leaving duties after signing in the attendance registers and they are leisurely attending on their duties" and also further alleged that Petitioner was simply sitting in the office room and spending time without supervision of the work and absenting from duties without any intimation and university authorities also unhappy. It is submitted that the above referred allegations are false and baseless. It is submitted that the Respondent has not followed Minimum Wages Act, therefore Petitioner approached the Regional Labour Commissioner(Central) at Hyderabad vide Application no.84/2015. The said Regional Labour Commissioner(C) has directed the Respondent to pay a sum of Rs.38,674/- towards the difference amount as per the Central Minimum Wages Act and also imposed a sum of Rs.2000/- towards fine. The Respondent has paid the above referred amount through banker's cheques dated 9.9.2015. The Respondent also has not followed Bonus Act, Petitioner approached the Regional Labor commissioner(Central) at Hyderabad, who has directed the Respondent to pay a sum of Rs.12,537/- towards the bonus, the said amount paid by the Respondent through banker's cheque dated 9.9.2015. It is submitted that entire family consisting of two unemployed sons and wife have been depending on Petitioner's income. It is submitted that the Respondent illegally terminated the Petitioner without any valid reason and without giving any prior notice or written notice and acted as per its will and wish without following any procedure and there is no fault of Petitioner. Therefore, prayed to reinstate the Petitioner as House Keeping supervisor in the Respondent company, with back wages from 13.11.2014 to till reinstatement and Rs.50000/- towards compensation and costs of filing this case.

3. Despite service of notice, Respondent did not file any counter in this case. Therefore, case was proceeded ex-parte against the Respondent vide order dated 5.2.2019.

4. In support of his claim petition Petitioner has filed chief statement of affidavit of himself as WW1 wherein he has reiterated the averments made in the claim petition. He has also filed the photocopies of nine documents in evidence vide list dated 13.10.2015. The details of these documents are hereunder:- Ex.W1 is the identity card issued by Respondent to the Petitioner. Ex.W2 is the letter dated 16.9.2014 submitted by Petitioner to the Respondent to enhance his salary. Ex.W3 is the experience cum salary certificate issued by Respondent dated 26.11.2014. Ex.W4 is letter dated 29.12.2014 filed by the Respondent before ALC(C)-1, Hyderabad. Ex.W5 is the reply/rejoinder letter dated 5.1.2015 filed by the Petitioner before the ALC(C)-I, Hyderabad. Ex.W6 is the letter dated 17.3.2015 filed by the Respondent before ALC(C)-1, Hyderabad. Ex.W7 & W8 are banker's cheques dated 9.9.2015 for Rs.38,674/- and Rs.2,000/- respectively issued by Respondent to the Petitioner. Ex.W9 is the Memorandum dated 16.4.2015 stating that the minimum wages applicable to the workers w.e.f. 1.4.2015 issued by Dy. CLC(C).

5. Petitioner has alleged that he joined the service in the Respondent company on 1.4.2011 as a House Keeping Supervisor (semi skilled supervisor) and his duties were, taking attendance of about 290 workers, preparation of absentees list whenever required, updating all the leave balance and coordinating with the officials

of EFLU in day to day work. Further, it is alleged that the Respondent without any valid reason or without issuing notice has illegally terminated the services of the Petitioner by oral order dated 12.11.2014 with effect from 30.11.2014. Petitioner in his chief statement of affidavit states that from the day of his joining as supervisor in the Respondent company up to the date of illegal termination he has satisfactorily discharged his duties. After the illegal removal the Respondent has issued experience cum salary certificate dated 27.11.2014 stating that the Petitioner has worked as a House Keeping Supervisor in EFLU, Tarnaka, Hyderabad and Petitioner was sincere and hardworking. It is further stated that his performance was satisfactory and his consolidated monthly salary was Rs.8000/- per month.

6. The documentary evidence filed by the Petitioner are, Ex.W1 is the photocopy of the identity card which goes to show that Respondent company Indian Security Force issued identity card in the name of Petitioner with designation of supervisor. Further, Ex.W3 is experience cum salary certificate, showing that Petitioner had worked in the Respondent company as supervisor housekeeping. Further. Ex.W4 is the reply submitted by Indian Security Force, the Respondent to the ALC(C), ATI campus, Vidyanagar, Hyderabad wherein Respondent has admitted that the Petitioner was employee of the Respondent and they have stopped him from doing the job with effect from 12.11.2014 and paid his salary through SBH, EFLU branch. Further, it is stated that the salary has been paid regularly and there are no dues to him. Further, it is stated that when Petitioner had joined the duty, Respondent used to pay Rs.6000/- per month upto June, 2012 and later the Respondent enhanced the pay of Petitioner to Rs. 8000/- per month from July 2012 to November 2014. Thus, from the reply Ex.W4, submitted by Respondent company before ALC(C) it is established that Petitioner had worked in the employment of Respondent till November 2014. As regards, rest of the allegations made by Respondent in his reply against Petitioner, are not established as Respondent did not appear and filed any reply or evidence in support of alleged charges. Undisputedly no departmental enquiry has been conducted by the Respondent against the Petitioner in this case.

7. Therefore, in view of the above, it is established that the Petitioner had worked in Respondent company from i.e., 1.4.2011 to 12.11.2014 without any interruption. Further, it is established that he has been terminated by the Respondent from service vide order dated 12.11.2014, without giving one month statutory notice and without payment of any compensation amount as required under section 25 F of the I.D. Act, 1947 for valid retrenchment of the Workman. Thus, Respondent has terminated Petitioner from his employment in contravention of the provision contained under section 25 F of the I.D. Act, 1947.

8. However, as regards the relief, prayed for reinstatement of Petitioner in the services of the Respondent company, the reference of the decision of the Hon'ble Supreme Court is relevant, as discussed hereunder:-

In the case of BSNL Vs. Bhurumal, Civil Appeal No.10957/2015 AIR 2014 SUPREME COURT 1188, Hon'ble Supreme Court have held:-

> *"It would be, thus, seen that by a catena of decisions in recent time, this Court has clearly laid down that an order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, 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 wagers has not been found to be proper by this Court and instead compensation has been awarded. This Court has distinguished between a daily wager who does not hold a post and a permanent employee." Jagbir Singh has been applied very recently in Telegraph Deptt. V. Santosh Kumar Seal[12], wherein this Court stated: (SCC p.777, para ll) "In view of the aforesaid legal position and the fact that the workmen were engaged as daily wagers about 25 years back and they worked hardly for 2 or 3 years, relief of reinstatement and back wages to them cannot be said to be justified and instead monetary compensation would subserve the ends of justice."*
>
> ……. ……
>
> *23. It is clear from the reading of the aforesaid judgments that the ordinary principle of grant of reinstatement with full back wages, when the termination is found to be illegal is not applied mechanically in all cases. While that may be a position where services of a regular/permanent workman are terminated illegally and or malafide and/or by way of victimization, unfair labour practice etc. However, when it comes to the case of termination of a daily wage worker and where the termination is found illegal because of procedural defect, namely in violation of Section 25-F of the Industrial Disputes Act, this Court is consistent in taking the view in such cases reinstatement with back wages is not automatic and instead the workman should be given monetary compensation which will meet the ends of justice. Rationale for shifting in this direction is obvious."*

In the case of **Ashok Kumar Sharma Vs. Oberoi flight Services AIR 2010 SCC page 502** wherein Hon'ble Supreme Court have held:-

> *8. In the case of Sita Ram V. Moti Lal Nehru Farmers Training Institute2 this Court considered the matter thus:*

"21. The question, which, however, falls for our consideration is as to whether the Labour Court was justified in awarding reinstatement of the appellants in service.

22. Keeping in view the period during which the services were rendered by the respondent (sic appellants); the fact that the respondent had stopped its operation of bee farming, and the services of the appellants were terminated in December 1996, we are of the opinion that it is not a fit case where the appellants could have been directed to be reinstated in service.

23. Indisputably, the Industrial Court, exercises a discretionary jurisdiction, but such discretion is required to be exercised judiciously. Relevant factors therefor were required to be taken into consideration; the nature of appointment, the period of appointment, the availability of the job, etc. should weigh with the court for determination of such an issue.

24. This Court in a large number of decisions opined that payment of adequate amount of compensation in place of a direction to be reinstated in service in cases of this nature would subserve the ends of justice. (See Jaipur Development Authority v. Ramsahai [(2006) 11 SCC 684], M.P. Admn. v. Tribhuban [(2007) 9 SCC 748] and Uttaranchal Forest Development Corpn. v. M.C. Joshi [(2007) 9 SCC 353])

25. Having regard to the facts and circumstances of this case, we are of the opinion that payment of a sum of Rs. 1,00,000 to each of the appellants, would meet the ends of justice. This appeal is allowed to the aforementioned extent. In the facts and circumstances of this case, there shall be no order as to costs."

9. The afore-referred two decisions of this Court and few more decisions were considered by us in the case of Jagbir JT 2008 (3)SC622 Singh V. Haryana State Agriculture Marketing Board3 albeit in the context of retrenchment of a daily wager in violation of section 25F of Industrial Disputes Act who had worked for more than 240 days in a year and we observed thus:

"7. It is true that earlier view of this Court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back wages would ordinarily follow. However, in recent past, there has been a shift in the legal position and in long line of cases, this Court has consistently taken the view that 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 to the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice."

Therefore, in view of the fore gone discussion and law laid down by the Hon'ble Apex Court as discussed above, Petitioner in the present case is liable to get compensation from the Respondent in lieu of reinstatement in the employment. The present case is proceeding against the Respondent ex-parte and remained uncontroverted in the absence of any counter. Therefore, the claim petition of the Petitioner is liable to be allowed partly.

9. In the present case at the hand, Petitioner has been terminated from service long back in the year 2014. Therefore, in the facts and circumstances, it would be apposite to grant the relief of lumpsum compensation instead of his reinstatement into the employment of Respondent. As per claim of the Petitioner, he was getting Rs.8000/- per month salary at the time of termination. Therefore, a lumpsum compensation of Rs. 2,00,000/- would be appropriate relief in the present case.

AWARD

In view of the fore gone discussion, the action of the Respondent Indian Security Force, Hyderabad in terminating the services of the Petitioner Sri Ch. Yadaiah, w.e.f 12.11.2014 is held illegal and unjustified as being in violation of provision of Sec.25F of the I.D. Act, 1947. Therefore, the oral termination order dated 12.11.2014 of Petitioner from service is hereby set aside. Since Petitioner has been terminated from the service in the year 2014 and a long period has been elapsed since then, therefore, the Petitioner is entitled to get a compensation of Rs.2,00,000(Rupees Two Lakhs only) from Respondent for his illegal termination from service. Thus, Respondent is directed to pay the compensation of Rs.2,00,000/- amount to the Petitioner within two months from receiving copy of this award, with all attendant benefits due to the Petitioner, failing which he has to pay the interest of 12% p.a..

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 23rd day of June, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri Ch. Yadaiah	MW1: NIL

Documents marked for the Petitioner

Ex.W1: **Photostat copy of identity card issued by Respondent to the Petitioner**

Ex.W2: **Photostat copy of letter dated 16.9.2014 submitted by Petitioner to the Respondent to enhance his salary**

Ex.W3: **Photostat copy of the experience cum salary certificate issued by Respondent dated 26.11.2014**

Ex.W4: Photostat copy of letter dated 29.12.2014 filed by the Respondent before ALC(C)-1, Hyderabad

Ex.W5: **Photostat copy of the reply/rejoinder letter dated 5.1.2015 filed by the Petitioner before the ALC(C)-I, Hyderabad**

Ex.W6: **Photostat copy of letter dated 17.3.2015 filed by the Respondent before ALC(C)-1, Hyderabad**

Ex.W7: **Photostat copy of banker's cheque dated 9.9.2015 for Rs.38,674/-**

Ex.W8: Photostat copy of banker's cheque dated 9.9.2015 for Rs.2,000/-

Ex.W9: **Photostat copy of Memorandum dated 16.4.2015 stating that the minimum wages applicable to the workers w.e.f. 1.4.2015 issued by Dy. CLC(C).**

Documents marked for the Respondent

NIL

नई दिल्ली, 8 अगस्त, 2025

का.आ. 1541.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **उत्तरी दिल्ली नगर निगम के आयुक्त** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री विक्रम सिंह राणा** के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-II नई दिल्ली पंचाट (संदर्भ संख्या- **64/2019**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.07.2025 को प्राप्त हुआ था।

[सं. एल-42025/07/2025/180-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 8th August, 2025

S.O. 1541.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. **64/2019**) of the **Central Government Industrial Tribunal cum Labour Court – II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Commissioner, North Delhi Municipal Corporation** and **Sh. Vikram Singh Rana,** which was received along with soft copy of the award by the Central Government on **23.07.2025**.

[No. L-42025/07/2025/180-IR (DU)]

SALONI, Dy. Director

ANNEXURE

BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, No. 2 DELHI

ID No. 64/2019

Sh. Vikram Singh Rana, S/o Sh. Harpal Singh Rana,

Through- The President, MCD General Mazdoor Union,

Room No. 95, Jam Nagar House, Shahjahan Road,

New Delhi-110011.

VERSUS

The Commissioner,

North Delhi Municipal Corporation,

4th Floor Civic Centre, Minto Road,

New Delhi-110002.

Present: Sh. B.K Prasad, Ld. AR for the claimant.

Sh. Arvind Kumar, Ld. AR for the management.

Award

1. In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour and Employment, vide its Order No. **L-42011/225/2018-IR (DU)** dated 13.02.2019 has been pleased to refer the following dispute between the employer, that is the Management of North Delhi Municipal Corporation and their workman for adjudication by this Tribunal, terms of which are as under:

"Whether non-payment of wages by the management of North Delhi Municipal Corporation to Sh. Vikram Singh Rana S/o Sh. Harpal Singh Rana, Acting Chaudhary w.e.f. 01.01.1994 in the pay scale of Rs. 950-1500/- revised from time to time attached to the said post with all consequential benefits upto 31.12.2017, the date of superannuation as per direction of he Hon'ble High Court vide order dated 27.08.2013 is illegal and unjustified? If so, what directions are necessary in this respect?"

In pursuance to the reference, claimant had filed the claim statement stated that he has been employed on Muster Roll Mali on 21.05.1982. Thereafter, he was initially appointed as regular Mali on 03.01.1985. He had been performing the duty of an Acting Chaudhary w.e.f. 01.01.1994 till his superannuation up to 31.12.2017 under **Rohini Zone (Horticulture) under North Delhi Municipal Corporation**. Management has fixed the different pay scales to their employees including Mali, Chaudhary etc. in accordance to their job profile. He was not given the grant of proper pay scale of officiating Chaudhary w.e.f. 01.01.1994 to 31.12.2017 which amount to force labour and the management is indulging in unfair labour practice. He had got the payment in lower pay scale of Mali Rs. 750-940/- revised from time to time and he has been denied the pay scale of Rs. 950-1500/- for his duty performed as Chaudhary w.e.f. 01.01.1994 revised from time to time. He had stated that Hon'ble High Court of Delhi in the matter of **Jai Chand vs. MCD (CW No. 6514/2001)** has disapproved the non-payment vide order dated 02.05.2003 for the post of Chaudhary. The same stand has been taken by the Hon'ble Division Bench of High Court of Delhi in the matter of **MCD vs. Sultan Singh & Ors.** in W.P. (C) No. 7947/2010. As such, he claims that he may be awarded the payment of Acting Chaudhary in the pay scale of Rs. 950-1500/- revised from time to time to him w.e.f. 01.01.1994 up to his superannuation.

2. Respondent herein has filed the W.S. stating that the claimant does not disclose the correct facts and has filed the claim without any locus. Workman is not eligible for any kind of relief as prayed by him in the present application and the said application is nothing but an abuse of process of law and waste of precious judicial time. It has been submitted by him that workman was promoted as a Chaudhary in September, 2014 and on his retirement he had already received all the consequential benefit of his retirement. He submitted that there is no such provision in the rules of the respondent management of giving benefits of acting Chaudhary to the claimant because it is merely a change of work and administrative arrangement and not a promotion. He further submitted that workman is trying to misguide the court by showing the internal office record of the management whereas he has no such authority to use the official documents of the management, the same being for internal use of the management. He had denied that the management has fixed any pay scale for officiating Chaudhary. However, he had admitted that there are different pay scales for different posts. He further denied that Mali and Chawkidar who are performing their duty as Acting Chaudhary were granted the pay scale of Chaudhary. He submitted that claim petition be dismissed.

3. After completion of pleadings vide order dated 14.08.2019, following issues had been framed:

a. Whether the NDMC illegally refused to grant the revised pay scale to the workman w.e.f. 01.01.94 in the post of acting Choudhary.

b. Whether the management illegally denied such revised pay scale to the workman upto 31.12.2017 the date of his superannuation ignoring the direction of the Hon'ble High Court vide order dated 27.08.2013.

c. To what relief the claimant is entitled to.

4. In order to prove its claim, the workman himself had entered into the witness box. He deposed the fact that he was allotted the work of an Acting Chaudhary w.e.f. 01.01.1994 and performed his duty under Rohini Zone (Horticulture) till his superannuation up to 31.1.2017. His name has been appearing at Serial No. 25 in the list of officiating Chaudhary issued by the Dy. Director (Horticulture) West Zone which is **Exhibit WW1/1.** He submitted that he is entitled to the wages of Acting Chaudhary in the pay scale of Rs. 950-1500 revised from time to time w.e.f. 01.01.1994 up to 31.12.2017 along with all consequential benefits.

5. Witness was put to the cross-examination where he admitted that he had never lodged any complaint in the office of the management claiming his unpaid dues which is the subject matter of the present proceeding since he was told

that his matter shall be taken up by the management with the case of similarly placed person. In the year 2014 he has got the promotion to the post of supervisor from the post of Mali. He had filed the document which has been marked as Ex. WW1/1. This document was given to him by the management and he did not have the original. He had denied that the claim has been filed on the basis of false and fabricated document.

6. In rebuttal, one Sh. Rakesh Kumar, Assitant Director (Horticulture), Rohini Zone, MCD has been examined by the counsel of the management, wherein he had reiterated the facts and mentioned by him in the W.S. He had admitted that initially he had joined the MCD at the post of Maali. Thereafter, he was promoted to the post of Assistant Director in January, 2024. He admitted that Ex. WW1/1, the list of workmen including the workman in question who had been shown at Serial No. 25 as Acting Chaudhary. He stated that the list pertain to the west zone. West Zone was bifurcated and one of the zone was known as Rohini Zone.

7. I have heard the argument at par, perused the record and analyzed the evidence. The whole of the case of the claimant rest upon the fact that management witness has admitted the list Ex. WW1/1 wherein name of the workman had been shown at S.No. 25. He was 10th pass, appointed as "Mali" on 03.01.1985 and looking after the work of Acting Chaudhary w.e.f. 01.01.1994. He had made prayer that considering the above facts on record and in view of the judgment passed by the Hon'ble High Court in the case of **Municipal Corporation of Delhi vs. Sultan Singh & others W.P. (C) No. 7947 of 2010,** decided on 20.04.2011 where similarly placed person had been given the higher scale so he be given the pay scale of Acting Chaudhary revised from time to time.

8. While the respondent stand is that the workman's service was earlier regularized as Mali in 1985 and he was promoted in the year September, 2014 and till then he has been paid all the benefit of the Acting Chaudhary. He was retired in the year 2017 and he had been paid all the benefits therein. He further submits that workman is not entitled to the benefit for the pay scale of the Acting Chaudhary.

9. Here, it is not disputed that the claimant has not been working as Acting Chaudhary since 1994. MW1 himself admitted the list issued by management where the name of the claimant has been shown as 10th pass and has been working as an Acting Chaudhary since 1994. Operating portion of the judgment of *Sultan Singh & Others* in which the workman has placed reliance, where in para no. 28, it was observed:

> ***"28. Considering the entire facts and circumstances it is apparent that the claim of the respondents have always been that they should be paid the difference in pay of Mali/Chowkidar and the Garden Chaudhary as they were made to work on the post of Garden Chaudhary whereas the petitioner had first denied that they worked as Garden Chaudharies, then took the plea that the Assistant Director (Horticulture) was not competent to ask the respondents to work as Garden Chaudharies and that the respondents cannot be appointed to the post of Garden Chaudharies in accordance with the recruitment rules. There is no doubt that respondents are not claiming appointment to the post of Garden Chaudharies on account of having worked on ad-hoc basis on the post of Garden Chaudhary contrary to rules or that some of them not having the requisite qualifications are entitled for relaxation."***

10. It is not out of place mention here that even if the claimant herein was not a party in *Sultan's* case referred above, judgment of Hon'ble High Court is binding on the management and the management is required to implement the same. When the workman had been assigned the job of an 'Acting Chaudhary' i.e. a higher post then that of 'Mali' for so long (for the last 20 years), he should have been designated as Acting Chaudhary. However, if that was not done, then he would also be entitled for the pay scale of an Acting Chaudhary instead of Mali.

11. In the light of above discussion, issue no. 1 decided against the management and in favour of the workman. Issue no. 2 is also decided against the management and in favour of the workman.

12. In view of the above, workman/claimant is entitled to the pay scale of Acting Chaudhary since 1994 to 2014, when he was actually promoted to the post. Respondent herein is liable to pay the difference of the wages of Mali and Acting Chaudhary from the date, when the workman herein was performing duty till he was actually promoted, management is directed to pay the entire difference of the salary within two months from the date of passing the award. Award is passed accordingly. A copy of this award is sent to the appropriate government for notification as required under section 17 of the I.D Act, 1947.

ATUL KUMAR GARG, Presiding officer

Date: 30.06.2025

नई दिल्ली, 11 अगस्त, 2025

का.आ. 1542.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स स्टेट बैंक ऑफ हैदराबाद के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट

औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **नागपुर** के पंचाट (58/2015-16) प्रकाशित करती है।

[सं. एल-12012/06/2016-आईआर (बी-I)]

सलोनी, उप निदेशक

New Delhi, the 11th August, 2025

S.O. 1542.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 58/2015-16*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Nagpur* as shown in the Annexure, in the industrial dispute between the management of M/s State Bank of Hyderabad their workmen.

[No. L-12012/06/2016- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/58/2015-16 Date: 22.07.2025.

Party No.1: 1. The Chief Manager,
M/s State Bank of Hyderabad,
Collectorate Branch, Collector Office Complex,
Distt. – Latur (MS).

2. The Assistant General Manager,
M/s State Bank of Hyderabad,
Distt. – Nanded (MS).

V/s.

Party No.2:

Smt. Taherabee Suleman Sheikh,
R/o Behind Bus Stop, Vitthal Nagar,
Distt. Latur (MS) - 413521

AWARD

(Dated: 22th July, 2025)

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 Hyderabad and their Workman Smt. Taherabee Suleman Sheikh for adjudication, as per letter **No. L-12012/06/2016 (IR(B-I) dated 11.03.2016,** with the following schedule:-

> **"Whether the action of the management of State Bank of Hyderabad, Latur through its Chief Manager & Assistant General Manager in terminating the service of Smt. Taherabee Suleman Sheikh w.e.f.30.01.2015 without following the mandatory provision of Section 25-F of the ID Act, 1947 is legal and justified and whether she is entitled for reinstatement in service with full back wages or not? If not, to what relief the workman is entitled to?**

2. Case is called out. Both parties are absent. From perusal of record, it is apparent that both parties are not responding and attending the court since 06/11/2020. Although statement of claim has been filed by the petitioner but no written statement has been filed by the respondent till today. No other evidence has been filed by petitioner to prove his case. Petitioner is not coming to the Court since long back. It appears that petitioner is not interested to contest the case furthermore. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

ORDER

"The action of the management of State Bank of Hyderabad, Latur in dismissing the workman Smt. Taherabee Suleman Sheikh, from Bank service without notice vide its dismissal order dated 30/01/2015 without following the mandatory provision of Section 25-F of the ID Act, 1947 is legal and justified".

She is not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 11 अगस्त, 2025

का.आ. 1543.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **मध्य रेलवे** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **नागपुर** के पंचाट (03/2019-20) प्रकाशित करती है।

[सं. एल-12025/01/2025-आईआर (बी-I)-103]

सलोनी, उप निदेशक

New Delhi, the 11th August, 2025

S.O. 1543.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.03/2019-20*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Nagpur* as shown in the Annexure, in the industrial dispute between the management of Central Railway and their workmen.

[No. L-12025/01/2025- IR(B-I)-103]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/Appln.03/2019-20 Date: 28.07.2025.

Party No.1:

1. The Divisional Railway Manager
   Central Railway, Kingsway Nagpur
2. The Senior Divisional Engineer (Track),
   South East Central Railways, Nagpur.
3. The General Manager,
   South East Central Railways Bilaspur
4. The Chief Track Engineer,
   South East Central Railways, Bilaspur

V/s.

Party No.2:

Shri. Vijay Anandrao Lingayat
R/o. Sajivini Nagar, In front of Pantawane College,
Kandri, Kanhan, District:- Nagpur

AWARD

(Dated: 28th July, 2025)

In exercise of the powers conferred by Section (1) & (2) of Section 2-A of Industrial Disputes (Amendment) Act, 2010 ("the Act" in short), the applicant filed an industrial dispute between the employers, in relation to the management of South Eastern Central Railways & Others and the applicant, Shri. Vijay Anandrao Lingayat for adjudication vide Case No. CGIT/NGP/Appln.03/2019-20, with the following issues framed: -

"Whether the action of the management of South Eastern Central Railways in terminating the workman Shri, Vijay Anandrao Lingayat is legal, fair and justified? If not, what relief the workman is entitled to?

2. Case is called out. Both parties are absent. From perusal of record, it is apparent that both parties are not responding and attending the court since 17/11/2020. Although statement of claim has been filed by the petitioner but no written statement has been filed by the respondent till today. No other evidence has been filed by petitioner to prove his case. Petitioner is not coming to the Court since long back. It appears that petitioner is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

ORDER

"The action of the management South Eastern Central Railways & Others in terminating the workman Shri, Vijay Anandrao Lingayat is legal, fair and justified. The workman is not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 11 अगस्त, 2025

का.आ. 1544.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार महाराष्ट्र ग्रामीण बैंक के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **नागपुर** के पंचाट (12/2023-24) प्रकाशित करती है।

[सं. एल-12025/01/2025-आईआर (बी-I)-104]

सलोनी, उप निदेशक

New Delhi, the 11th August, 2025

S.O. 1544.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 12/2023-24*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Nagpur* as shown in the Annexure, in the industrial dispute between the management of Maharashtra Gramin Bank and their workmen.

[No. L-12025/01/2025- IR(B-I)-104]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/12/2023-24 Date: 15.07.2025.

Party No.1: 1. The Chairman.
Maharashtra Gramin Bank .
HO – Plot # 2, Gut No. 3 (part), Village - Golwadi,
Waluji Mahanagar -IV, CIDCO Aurangabad-431010 (M.S)

2. The Branch Manager,
Maharashtra Gramin Bank,
Branch- Purna, Tah.,Purna, Distt parbhani-431511

V/s.

Party No.2: Shri. Prabhakar Sudamrao Malhare ,
Sidharth Nager, At Purna, Tah. Purna,
Distt. Parbhani-431511 (M.S.)

AWARD

(Dated: 15th July, 2025)

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 Maharashtra Gramin Bank and their workmen Sh. Prabhakar S. Malhare for adjudication, as per letter **No. NGP/7(04)/2023-ID(ALCNGP) dated 20/05/2023,** with the following schedule:-

"Whether the action of the management of Maharashtra Gramin Bank, in terminating Services of Shri Prabhakar S. Malhare, is fair, legal and justified? If not, what relief the workman is entitled to?

2. Case is called out. Shri. Shardul Gorakshnath Shinde, learned counsel has put in appearance on behalf of the respondent today in court and filed his vakalatnama which is taken on record but none is present on behalf of the petitioner despite service of notices. No statement of claim and written statement have been filed by the parties respectively till today. Petitioner has not filed any evidence to prove his case. Petitioner is not coming to the court since long back. It appears that he is not interested to contest the case further more. Claim of the petitioner is not proved so, it is closed.

Hence, it is ordered.

ORDER

The action of the management of Maharashtra Gramin Bank, in terminating services of Shri Prabhakar S. Malhare, is fair, legal and justified. The workmen is not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 11 अगस्त, 2025

का.आ. 1545.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एक्सिस बैंक लिमिटेड. के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **नागपुर** के पंचाट (08/2025) प्रकाशित करती है।

[सं. एल-12025/01/2025-आईआर (बी-I)-105]

सलोनी, उप निदेशक

New Delhi, the 11th August, 2025

S.O. 1545.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 08/2025) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Nagpur* as shown in the Annexure, in the industrial dispute between the management of Axis Bank Ltd . and their workmen.

[No. L-12025/01/2025- IR(B-I)-105]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD, PRESIDING OFFICER,

CGIT-CUM-LABOURT COURT, NAGPUR

Case No.CGIT/NGP/08/2025 Date: 01.07.2025.

Party No.1 : The Director,
M/s. Seven-S Banking Management
Consultancy Services (P) Ltd.,
104 Eco Heights, Shree Nityanand Society,
Swamy Nityanand Marg, Andheri (E), Mumbai-440069.

: The Managing Director,
Axis House, 7th Floor, C-2 Wadia International Centre,
Pandukar Budhkar Marg, Worli, Mumbai-400025.

Versus

Party No.2 : The General Secretary,
Maharashtra Sanghathit Asanghathit Kamgar Sabha ,
(HMS), Matrusmruti, At & PO- Vavi,
District Nashik-422203.

AWARD

(Dated: 1st July, 2025)

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 Axis Bank and one other and their union Maharashtra Sanghathit Asanghathit Kamgar Sabha(HMS) for adjudication, as per letter **No.NGP/8(03)/2025-ID (RLCNGP) dated 28.05.2025,** with the following schedule:-

> **"Whether the action of the contractor M/s. Seven-s Banking management consultancy services (P) ltd. And the management of Axis Bank Ltd., Mumbai through its managing director in not transferring the workman namely Shubham Tavide, Sagar Godkale, not granting advance to Rajendra Sonawane and Kamalakar Shinde and not posting the activists of other unions as supervisors are legal and justified? If not, to what relief the union i.e. Maharashtra Sanghatit and Asanghatit Kamgar sabha is entitled to?"**

2. On receipt of the reference, notices were issued to the parties i.e. the union **"**Maharashtra Sanghatit and Asanghatit Kamgar sabha", ("the union" in short) and the management of M/s. Seven-s Banking consultancy services (P) Ltd., and M/s. Axis Bank Ltds, ("party no.1" in short). Today is the 1st date of the case in which the petitioners has to file their statement of claim, but instead of statement of claim one Shri Suryakant Bagal appeared before the court and file an application mentioning that the workman therein the reference i.e. Shri Shubham Tavide and Rejendra Sonawane have left the Axis Bank and the grievances of the remaining workman i.e. Shri Sagar Godkale and Kamalakar Shinde are resolved. Hence the above reference does not exist and requested to close the matter.

As the petitioner union requested to close the reference an award is passed against the petitioner.

Hence, it is ordered:-

ORDER

"The action of the contractor M/s. Seven-s Banking management consultancy services (P) ltd. And the management of Axis Bank Ltd., Mumbai through its managing director in not transferring the workman namely Shubham Tavide, Sagar Godkale, not granting advance to Rajendra Sonawane and Kamalakar Shinde and not posting the activists of other unions as supervisors are legal and justified. The union is not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 11 अगस्त, 2025

का.आ. 1546.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **नागपुर** के पंचाट (04/2021-22) प्रकाशित करती है।

[सं. एल-39025/01/2025-आईआर (बी- II)-28]

सलोनी, उप निदेशक

New Delhi, the 11th August, 2025

S.O. 1546.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 04/2021-22*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Nagpur* as shown in the Annexure, in the industrial dispute between the management of Centrl Bank of India and their workmen.

[No. L-39025/01/2025- IR(B-II)-28]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/Appl./04/2021-22 Date: 03.07.2025.

Party No.1: 1. The Regional Manager,
Central Bank of India, Regional
Office, P-63, MIDC, Satpur,
Nashik.

2. The Field General Manager,
Appellate Authority, Central Bank
Of India, Zonal Office, 314, M.G.
Road, Pune, 411001.

3. The Branch Manager,
Central Bank of India,
At Post Nimbhora, Taluka Raver,
District Jalgaon 425506.

V/s.

Party No.2: Dilip S/o Late Rupchand Warke,
R/o At Post Nimbhora, Taluka, Raver,
District – Jalgaon 425506.

AWARD

(Dated: 03rd July, 2025)

In exercise of the powers conferred by Section (1) & (2) of Section 2-A of Industrial Disputes (Amendment) Act, 2010 ("the Act" in short), the applicant filed an industrial dispute between the employers, in relation to the management of Central Bank of India and the applicant, Dilip S/o Late Rupchand Warkey, for adjudication, vide case no. CGIT/NGP/Appl./04/2021-2022**,** with the following issues framed:-

"Whether the action of the management/Central Bank of India in terminating the workman Shri. Dilip S/o Rupchand Warke is legal, fair and justified? If not, what relief the workman is entitled to?"

2. Case called out. Both parties are absent. Both parties are not responding and attending the Court since 07.07.2022. Although statement of claim and written statement have been filed by the parties respectively. No other evidence has been filed by the petitioner to prove his case. Petitioner is not coming to the Court since long back. It appears that, he is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

ORDER

The action of the management/Central Bank of India in terminating the workman Shri. Dilip S/o Rupchand Warke is legal, fair and justified. The workman is not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 11 अगस्त, 2025

का.आ. 1547.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब एंड सिंध बैंक के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **नागपुर** के पंचाट (57/2014-15) प्रकाशित करती है।

[सं. एल-12012/67/2014-आईआर (बी- II)]

सलोनी, उप निदेशक

New Delhi, the 11th August, 2025

S.O. 1547.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.57/2014-15*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Nagpu* as shown in the Annexure, in the industrial dispute between the management of Punjb & Sind Bank and their workmen.

[No. L-12012/67/2014- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/57/2014-15 Date: 10.07.2025.

Party No.1: 1. The Zonal Manager,
Punjab & Sind Bank, Zonal Office,
LBS Marg, Vikroli(West)
MUMBAI – 400083.

2. The General Manager (HRD),
Punjab & Sind Bank , Head Office,
5th Floor, Bank House, 21, Rajendra Place,
New Delhi – 110008.

3. The Branch Manager,
Punjab & Sind Bank , 16, Central Avenue Road,
Nagpur – 440018.

V/s.

Party No.2:

Sh. Rajinder Singh S/o Pritam Singh Arjani,
R/o A-4, Sadguru Apartment, 621, Kashmiri Gali,
Nagpur – 440017.

AWARD

(Dated: 10th July, 2025)

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 Punjab & Sindh Bank and their Workman Shri Rajinder Singh S/o Pritam Singh for adjudication, as per letter **No. L-12012/67/2014 (IR(B-II) dated 05.01.2015,** with the following schedule:-

> **"Whether the action of the management of Punjab & Sindh Bank in dismissing the workman Shri Rajinder Singh S/o Sh. Pritam Singh Arjani, from Bank service without notice vide its dismissal order dated 19/07/2011 and in not paying the subsistence allowance from 2009 upto 31/10/2011 (Date of retirement) to the workman by the bank management is legal, proper and justified, and if not, to what relief, the workman is entitled and what other direction are necessary in the matter?"**

2. Case is called out. Shri. P. V. Mahant Learned counsel for the respondent is present before the court. None is present on behalf of petitioner. From perusal of record it is apparent that today only Learned Counsel for Respondent is present before the court. Although statement of claim and written statement have been filed by the parties respectively. But petitioner has not filed any evidence to prove his case. petitioner is not coming to the court since 04.03.2021 long back. It appears that petitioner is not interested to contest the case further more. Claim of the petitioner is not proved. So it is closed.

Hence, it is ordered.

ORDER

"The action of the management of Punjab & Sindh Bank in dismissing the workman Shri Rajinder Singh S/o Sh. Pritam Singh Arjani, from Bank service without notice vide its dismissal order dated 19/07/2011 and in not paying the subsistence allowance from 2009 upto 31/10/2011 (Date of retirement) to the workman by the bank management is legal, proper and justified. The workman is not entitled to any relief."

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 11 अगस्त, 2025

का.आ. 1548.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **नागपुर** के पंचाट (36/2013-14) प्रकाशित करती है।

[सं. एल-12012/43/2013-आईआर (बी- II)]

सलोनी, उप निदेशक

New Delhi, the 11th August, 2025

S.O. 1548.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.36/2013-14*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Nagpur* as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and their workmen.

[No. L-12012/43/2013- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/36/2013-14 Date: 02.07.2025.

Party No.1: 1. The General Manager & Appellate Authority,

Personnel Administration Division, Head Office,

07-Bhikaji Cama Place, New Delhi.

2. The Circle Head & Disciplinary Authority,

Punjab National Bank, Circle Office,

Kingsway, Nagpur.

Nagpur-440001

V/s.

Party No.2: Sh. Mahendra, S/o Eknath Shinde

Room No. 13, Hambardekar Chawl,

Bhusawal, Distt. Jalgaon

Jalgaon-425201.

AWARD

(Dated: 02th July, 2025)

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 Personnel Administration Division, Head Office, and their workman Shri. Mahendra Eknath Shinde, for adjudication, as per letter **No. L-12012/43/2013 (IR(B-II) dated 12.06.2013,** with the following schedule:-

> **"Whether the action of the then Regional Manager & disciplinary authority, Punjab National Bank, Nagpur in imposing the penalty of "dismissal from service" on Shri Mahendra Eknath Shinde, Clerk/Typist, vide his order dated 26.06.2000 without awaiting the result of criminal appeal filed before the Session Judge, Jalgaon and the refusal dated 30.01.2003 of the then Sr. Regional Manager, Punjab National Bank, Nagpur to reinstate Shri Mahendra Eknath Shinde in the service after acquittal order dated 22.02.2002 of Session Judge, Jalgaon; and rejection of the appeal by the General manager & appellate authority, Punjab National Bank, New Delhi vide their order dated 30.11.2010 are just fair & legal? What relief the applicant is entitled to?"**

2. Case is called out. Learned Counsel for the respondent/management Shri. J. L. Bhoot is present before the Court. But none is present on behalf of the petitioner. From perusal of record, it is apparent that petitioner is not coming to the Court since 28.02.2020 i.e. near about more than 5 years. Although statement of claim and written statement have been filed by the parties respectively. Petitioner has also filed his affidavit as an evidence. But petitioner is not coming to the Court to prove the contents of the affidavit as well as the contents of the statement

of claim. No other evidence has been filed by the petitioner to prove his case. Petitioner is not coming to the Court since long back. It appears that, he is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

ORDER

The action of the then Regional Manager & disciplinary authority, Punjab National Bank, Nagpur in imposing the penalty of "dismissal from service" on Shri Mahendra Eknath Shinde, Clerk/Typist, vide his order dated 26.06.2000 without awaiting the result of criminal appeal filed before the Session Judge, Jalgaon and the refusal dated 30.01.2003 of the then Sr. Regional Manager, Punjab National Bank, Nagpur to reinstate Shri Mahendra Eknath Shinde in the service after acquittal order dated 22.02.2002 of Session Judge, Jalgaon; and rejection of the appeal by the General manager & appellate authority, Punjab National Bank, New Delhi vide their order dated 30.11.2010 are just fair & legal. The workman is not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 11 अगस्त, 2025

का.आ. 1549.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्टर्न कोलफील्ड्स लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय**, नागपुर के पंचाट (सीजीआईटी/एनजीपी/72/2014-15)को प्रकाशित करती है, जो केन्द्रीय सरकार को **08/08/2025** को प्राप्त हुआ था।

[सं. एल-22012/99/2014-आईआर (सी.एम- II)]

सलोनी, उप निदेशक

New Delhi, the 11th August, 2025

S.O. 1549.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(CGIT/NGP/72/2014-15)**of the **Central Government Industrial Tribunal-cum-Labour Court,Nagpur** as shown in the Annexure, in the industrial dispute between the Management of **Western Coalfields Ltd.** and their workmen, received by the Central Government on **08*/08/2025.***

[No. L-22012/99/2014 – IR (CM-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/72/2014-15 Date: 03.07.2025.

Party No.1: 1. The Sub Area Manager,
WCL, Neeljay South Sub Area,
Post: Belora, Tah. Wani,
Distt. Yavatmal-445105.

2. The Chief General Manager,
WCL, Wani Area,
Post: Urjagram Tadali,
Distt. Chandrapur(MS)-445304.

V/s.

Party No.2: The Secretary,
All India SC/ST/BC Class Employees
Coordination Council, Ramnagar Colony,
Ghugus, Chandrapur (MS)-442505.

AWARD

(Dated: 03rd Jully, 2025)

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 WCL, Neeljay South Sub Area, and their

union/All India SC/ST/BC Class Employees, for adjudication, as per letter **No. L-22012/99/2014 (IR(CM-II)) dated 19.02.2015,** with the following schedule:-

"Whether the demand of union raised vide their representation No. WCL/SC/ST/ BC.Emp./ Vase/ 109(3) dated 01/03/2013 (Annexure enclosed) is just, fair or legal? If yes, to what relief the concerned workman is entitled to?"

2. Case is called out. Learned Counsel for the respondent Shri. Mayur Mainde is present before the Court. None is present on behalf of the petitioner. Although statement of claim and written statement have been filed by the parties respectively. But petitioner is not responding and attending the court since 30.01.2020 i.e. near about more than five years. No other evidence has been filed by the petitioner to prove his case. Petitioner is not coming to the Court since long back. It appears that he is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

ORDER

The demand of union raised vide their representation No. WCL/SC/ST/BC.Emp./Vase/109(3) dated 01/03/2013 (Annexure enclosed) is unjust, unfair or illegal. The workman is not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 11 अगस्त, 2025

का.आ. 1550.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्टर्न कोलफील्ड्स लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय**, नागपुर के पंचाट (सीजीआईटी/एनजीपी/53/2013-14)को प्रकाशित करती है, जो केन्द्रीय सरकार को **08/08/2025** को प्राप्त हुआ था।

[सं. एल-22012/114/2013-आईआर (सी.एम- II)]

सलोनी, उप निदेशक

New Delhi, the 11th August, 2025

S.O. 1550.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(CGIT/NGP/53/2013-14)**of the **Central Government Industrial Tribunal-cum-Labour Court,Nagpur** as shown in the Annexure, in the industrial dispute between the Management of **Western Coalfields Ltd.** and their workmen, received by the Central Government on **0*8/08/2025***

[No. L-22012/114/2013 – IR (CM-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/53/2013-14 Date: 11.07.2025.

Party No.1: 1. The Sub Area Manager,
Ballarpur Colliery ¾ pits
Ballarpur Area of WCL, PO; Ballarpur,
Distt. Chandrapur
CHANDRAPUR (M.S)-442401

V/s.

Party No.2: Sh. Lomesh Khartad General Secretary,
Rashtriya Colliery Mazdoor Congress,
Dr. Ambedkar Ward, Ballarpur,
Distt. Chandrapur
CHANDRAPUR(M.S.)-442401

AWARD

(Dated: 11th Jully, 2025)

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 WCL and their workmen Shri Ravikant, for adjudication, as per letter **No.L-22012/114/2013 (IR(CM-II)) dated 03/09/2013,** with the following schedule:-

> **"Whether the action of the management of Ballarpur Colliery 3/4 Pits of Ballarpur Area of Western Coalfields Limited in denying employment to Shri Ravikant the dependant son of late Shri Amraj Devkrupa who has already put more than 40 years service, which is contrary to the provisions of para 9.4.4 of NCWA is legal & justified? If not, to what relief the workman is entitled to?**

2. Case is called out. Learned counsel Shivani Kulkarni has put in appearance on behalf of respondent and filed the memo of appearance today in court. Which is taken on the record, but none is present on behalf of the petitioner. From perusal of the record, it is apparent that the petitioner is not responding and attending to the court since 19/07/2018 i.e. for more than 6 years. Although, statement of claim and written statement have been filed by the parties respectively. Petitioner has not filed any evidence to prove his case. Petitioner is not coming to the court since long back. It appears that he is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

ORDER

The action of the management of Ballarpur Colliery 3/4 Pits of Ballarpur Area of Western Coalfields Limited in denying employment to Shri Ravikant the dependent son of late Shri Amraj Devkrupa who has already put more than 40 years service, which is contrary to the provisions of para 9.4.4 of NCWA is legal & justified. The Union is not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 11 अगस्त, 2025

का.आ. 1551.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्टर्न कोलफील्ड्स लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय**, नागपुर के पंचाट (सीजीआईटी/एनजीपी/41/2015-16)को प्रकाशित करती है, जो केन्द्रीय सरकार को **08/08/2025** को प्राप्त हुआ था।

[सं. एल-22012/87/2015-आईआर (सी.एम- II)]

सलोनी, उप निदेशक

New Delhi, the 11th August, 2025

S.O. 1551.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(CGIT/NGP/41/2015-16)**of the **Central Government Industrial Tribunal-cum-Labour Court,Nagpur** as shown in the Annexure, in the industrial dispute between the Management of **Western Coalfields Ltd.** and their workmen, received by the Central Government on **08*/08/2025***

[No. L-22012/87/2015 – IR (CM-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/41/2015-16 Date: 01.07.2025.

Party No.1: 1. The General Manager,
M/s Western Coalfields Limited,
Ballarpur Area, PO: Chandrapur
Distt. Chandrapur,
Chandrapur(M.S) 441215.

2. The Sub Area Manager,

Gouri Sub Area of Western Coalfields Ltd.,

Post Gouri, Tah. Bhadrawati,

Distt. Chandrapur,

Chandrapur(M.S.)-441215.

V/s.

Party No.2: The Vice President,

All India SC/ST/OBC Employees Coordination Council

D-64, Link Road, Sadar, Nagpur-440001.

AWARD

(Dated: 01th July, 2025)

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 M/s. Western Coalfields Limited, and their workman Shri. Hiralal Tukaram, through union/All India SC/ST/BC Class Employees Coordination Council, for adjudication, as per letter **No. L-22012/87/2015 (IR(CM-II) dated 23.12.2015,** with the following schedule:-

"Whether the demands raised by Shri Hiralal Tukaram, applicant for correction in date of birth on the basis of School Certificate or sending his case to Medical Board for determination of his age and demands supported by the Vice President, SC/ST/OBC Employees Co-ordination Council is just fair or legal? If yes, to what relief the concerned workman is entitled to?"

2. Case is called out. Learned Counsel for the respondent Shri. R.E. Moharir is present before the Court but no one is present on behalf of the petitioner.

From perusal of record, it is apparent that petitioner is not responding and attending the Court since 26/02/2020 i.e. near about more than 5 years. Although, statement of claim and written statement have been filed by the parties respectively. Petitioner has filed his affidavit as an evidence but petitioner is not coming to the Court to prove the contents of affidavit as well as the contents of statement of claim. No other evidence has been filed by the petitioner to prove his case. Petitioner is not coming to the Court since long back. It appears that, he is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

ORDER

The demands raised by Shri Hiralal Tukaram, applicant for correction in date of birth on the basis of School Certificate or sending his case to Medical Board for determination of his age and demands supported by the Vice President, SC/ST/OBC Employees Co-ordination Council is unjust, unfair or illegal. The workman is not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 11 अगस्त, 2025

का.आ. 1552.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्टर्न कोलफील्ड्स लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्दोय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय**, नागपुर के पंचाट (सीजीआईटी/एनजीपी/31/2018-19)को प्रकाशित करती है, जो केन्द्रीय सरकार को **08/08/2025** को प्राप्त हुआ था।

[सं. एल-22012/94/2016-आईआर (सी.एम- II)]

सलोनी, उप निदेशक

New Delhi, the 11th August, 2025

S.O. 1552.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(CGIT/NGP/31/2018-19)**of the **Central Government Industrial Tribunal-cum-Labour Court,Nagpur** as shown in the Annexure, in the industrial dispute between the Management of **Western Coalfields Ltd.** and their workmen, received by the Central Government on **0*8/08/2025***

[No. L-22012/94/2016 – IR (CM-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/31/2018-19 Date: 11.07.2025.

Party No.1: 1. The Sub Area Manager,
Chanda Rayatwari Colliery,
Western Coalfields Ltd.
Post Rayatwari, Distt – Chandrapur,
Pin – 442404.

V/s.

Party No. 2: The Zonal Secretary,
Coal Mines Engineering Workers Association
Ward No 10, Gudi, PO ; Palachaurai Distt -Chhindwara,
Pin – 480449.

AWARD

(Dated: 11th July, 2025)

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 Western Coalfields Limited and their Workman Shri Abdul Saieed Shaikh for adjudication, as per letter **No. L-22012/94/2016(IR(CM-II) Dated; 22/06/2018,** with the following schedule:-

"Whether the issue raised by Zonal Secretary, Coal Mines Engineering Workers Association, Chhindwara (MP) in his representation dated 21-02-2014 (Annexure-II) is justified and legal? If yes,

Whether the action of the management of Western Coalfields Limited, Chanda Rayatwari Colliery, Chandrapur Area, post Rayatwari, Distt. Chandrapur in denying employment to the dependent Shri Abdul Saieed Shaikh son of Shri Abdul Wahid Shaikh, Ex- Assistant Lamproom Incharge is justified and legal? If not, what relief the workman is entitled to ?"

2. Case is called out. Learned Counsel Shivani Kulkarni has put in appearance on behalf of respondent and filed her memo of appearance, which is taken on record. But none is present on behalf of petitioner, dispite service of the notices. From perusal of record it is apparent that petitioner is not responding and attending the court since 05/09/2018. After service of notices no statement of claim and written statement have been filed by the parties respectively till today. Petitioner is not coming to the Court since long back. It appears that, he is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

ORDER

The issue raised by Zonal Secretary, Coal Mines Engineering Workers Association, Chhindwara (MP) in his representation dated 21-02-2014 (Annexure-II) is unjustified and illegal. The workmen is not entitled to any relief.

The action of the management of western coalfields Limited. Chanda Rayatwari Colliery, Chandrapur Area, post Rayatwari, Dist Chandrapur in denying employment to the dependent Shri Abdul Saieed Shaikh son of Shri Abdul Wahid Shaikh, Ex- Assistant Lamproom Incharge is justified and legal. The workmen is not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 11 अगस्त, 2025

का.आ. 1553.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्टर्न कोलफील्ड्स लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय**, नागपुर के पंचाट (सीजीआईटी/एनजीपी/28/2013-14)को प्रकाशित करती है, जो केन्द्रीय सरकार को **08/08/2025** को प्राप्त हुआ था।

[सं. एल-22012/42/2013-आईआर (सी.एम- II)]

सलोनी, उप निदेशक

New Delhi, the 11th August, 2025

S.O. 1553.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(CGIT/NGP/28/2013-14)**of the **Central Government Industrial Tribunal-cum-Labour Court,Nagpur** as shown in the Annexure, in the industrial dispute between the Management of **Western Coalfields Ltd.** and their workmen, received by the Central Government on **08*/08/2025***

[No. L-22012/42/2013– IR (CM-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/28/2013-14 Date: 11.07.2025

Party No.1: 1. The Sub Area Manager,
Dhoptala Sub Area of Ballarpur
Area of WCL, Post – Sasti, Distt. Chandrapur,
Pin – 442905.

V/s

Party No.2: The General Secretary,
Rashtriya Colliery Mazdoor Congress,
Dr. Ambedkar Ward, Ballarpur,
Post – Ballarpur, Distt. Chandrapur,
Pin – 442701.

AWARD

(Dated: 11th July, 2025)

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 Western Coalfields Limited, and their workman Shri Ajay Mozes, for adjudication, as per letter **No. L-22012/42/2013-IR(CM-II) dated 29.05.2013,** with the following schedule:-

> **"Whether the action of the Management of Dhoptala Sub Area of Ballarpur Area of Western Coalfields Limited in denying employment to Shri Ajay the dependent son of Shri Mozes Mathai Sunar of Sasti/UGMines of Dhoptala Sub Area of WCL who has already put in 35 years service and retired on 31.01.2011 which is contrary to the provisions of para 9.4.4 of NCWA is legal & justified? If not, to what relief the workman is entitled to?**

2. Case is called out. Learned Counsel Shivani Kulkarni has put in appearance on behalf of respondent and filed her memo of appearance, which is taken on record. But none is present on behalf of petitioner.

From perusal of the record it is apparent that petitioner is not responding and attending the court Since 01/05/2020 i.e. more than five years. Although, statement of claim and Written statement have been filed by the parties respectively. Petitioner has also filed his evidence as an affidavit, but petitioner has not come to the court to prove the contents of the claim as well as affidavit.

It appears that he is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

ORDER

The action of the Management of Dhoptala Sub Area of Ballarpur Area of Western Coalfields Limited in denying employment to Shri Ajay the dependent son of Shri Mozes Mathai Sunar of Sasti/UGMines of Dhoptala Sub Area of WCL who has already put in 35 years service and retired on 31.01.2011 which is contrary to the provisions of para 9.4.4 of NCWA is legal & justified. The workman is not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 11 अगस्त, 2025

का.आ. 1554.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्टर्न कोलफील्ड्स लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय**, नागपुर के पंचाट (सीजीआईटी/एनजीपी/19/2021-22)को प्रकाशित करती है, जो केन्द्रीय सरकार को **08/08/2025** को प्राप्त हुआ था।

[सं. एल-22012/48/2021-आईआर (सी.एम- II)]

सलोनी, उप निदेशक

New Delhi, the 11th August, 2025

S.O. 1554.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(CGIT/NGP/19/2021-22)**of the **Central Government Industrial Tribunal-cum-Labour Court,Nagpur** as shown in the Annexure, in the industrial dispute between the Management of **Western Coalfields Ltd.** and their workmen, received by the Central Government on **08*/08/2025***

[No. L-22012/48/2021 – IR (CM-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/19/2021-22 Date: 18.07.2025

Party No.1: 1. मुख्य महाप्रबंधक ,
वेकोलि, कन्हान, क्षेत्र,
डुंगरिया, जिला, छिंदवाड़ा – 480449.

V/s

Party No.2: अध्यक्ष,
राष्ट्रीय कोयला खदान मज़दूर संघ (इंटक),
चांदामेटा, जिला - छिंदवाड़ा - 480449.

AWARD

(Dated: 18th July, 2025)

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 Western Coalfields Limited, and their workman Shri S.K. Vaishya, for adjudication, as per letter **No. L-22012/48/2021-IR(CM-II) dated 21.10.2021,** with the following schedule:-

''क्या वेकोलि कन्हान क्षेत्र प्रबंधक द्वारा कर्मकार श्री एस. के. वैश्य से जूनियर कर्मकार को उनसे (श्री एस. के. वैश्य) से पहले पदोन्नत कर, श्री एस. के. वैश्य को चीफ फार्मासिस्ट टी एण्ड एस ग्रेड ए - 1 पदोनत नहीं किया जाना न्यायोचित है ? यदि नहीं तब श्री एस. के. वैश्य किस अनुतोष के हक़दार है'' ?

2. Case is called out. Both parties are absent. From perusal of record, it is apparent that, petitioner is not responding and attending the court Since 01.03.2022. Although, statement of claim and written statement have been filed by the parties respectively. Petitioner Sh. S.K. Vaishya has sent a letter to the President Rashtriya Koyla Khadan Mazdoor Sangh dt. 02.10.2023 with the intention to withdraw this case as his matter is under consideration for his promotion before the department. That is why Petitioner is not coming the Court since long back. No other evidence has been filed by the petitioner to prove his case. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

ORDER

वेकोलि कन्हान क्षेत्र प्रबंधक द्वारा कर्मकार श्री एस. के. वैश्य से जूनियर कर्मकार को उनसे (श्री एस. के. वैश्य) से पहले पदोन्नत कर, श्री एस. के. वैश्य को चीफ फार्मासिस्ट टी एण्ड एस ग्रेड ए - 1 पदोनत नहीं किया जाना न्यायोचित है कामगार किसी भी राहत का हक़दार नही है ।

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 11 अगस्त, 2025

का.आ. 1555.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्टर्न कोलफील्ड्स लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय**, नागपुर के पंचाट (सीजीआईटी/एनजीपी/11/2023-24)को प्रकाशित करती है, जो केन्द्रीय सरकार को **08/08/2025** को प्राप्त हुआ था।

[सं. एल-22013/01/2025-आईआर (सी.एम-II)]

सलोनी, उप निदेशक

New Delhi, the 11th August, 2025

S.O. 1555.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(CGIT/NGP/11/2023-24)**of the **Central Government Industrial Tribunal-cum-Labour Court,Nagpur** as shown in the Annexure, in the industrial dispute between the Management of **Western Coalfields Ltd.** and their workmen, received by the Central Government on **0*8/08/2025.***

[No. L-22013/01/2025– IR (CM-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/11/2023-24 Date: 14.07.2025.

Party No.1: The Sub Area Manager,
Hindustan Lalpeth Sub Area,
PO – Lalpeth, Distt. – Chandrapur,
Pin – 442507.

V/s.

Party No.2: Mangaldas Bajirao Rangari,
R/o Sister Colony, Near Reliance Mobile
Tower, Naginabag Ward, Chandrapur,
Pin – 442404.

AWARD

(Dated: 14th July, 2025)

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 Western Coalfields Limited their workmen Sh. Mangaldas B. Rangari for adjudication, as per letter **No. NGP/1(01)/2023-ID(ALCCHP) dated 20.05.2023,** with the following schedule:-

> **"Whether the action of the management of Sub Area Manager, Hindustan Lalpeth Sub Area, Chandrapur Area of WCL in terminating services of their workman Shri Mangaldas B. Rangari without considering his medical conditions, is fair, legal and justified? If not, what relief the workman is entitled to?**

2. Case is called out. Both parties are absent despite service of notices. From perusal of record, it is apparent that both parties are not responding and attending the Court since 27.09.2023. No statement of claim and written statement have been filed by the parties respectively till today. Petitioner has not filed any evidence to prove his case. Petitioner is not coming to the Court since long back. It appears that, he is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

ORDER

The action of the management of Sub Area Manager, Hindustan Lalpeth Sub Area, Chandrapur Area of WCL in terminating services of their workman Shri Mangaldas B. Rangari without considering his medical conditions, is fair, legal and justified. The workmen is not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 11 अगस्त, 2025

का.आ. 1556.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्टर्न कोलफील्ड्स लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय**, नागपुर के पंचाट (सीजीआईटी/एनजीपी/07/2021-22)को प्रकाशित करती है, जो केन्द्रीय सरकार को **08/08/2025** को प्राप्त हुआ था।

[सं. एल-22013/01/2025-आईआर (सी.एम- II)]

सलोनी, उप निदेशक

New Delhi, the 11th August, 2025

S.O. 1556.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(CGIT/NGP/07/2021-22)**of the **Central Government Industrial Tribunal-cum-Labour Court,Nagpur** as shown in the Annexure, in the industrial dispute between the Management of **Western Coalfields Ltd.** and their workmen, received by the Central Government on **08*/08/2025***

[No. L-22013/01/2025 – IR (CM-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/07/2021-22 Date: 02.07.2025.

Party No.1: The Manager,
M/s Sainik Mining and Allied Services Limited,
Room No. 30, Makardhokda-III,
Camp Office, Gram, Hewati, Post Udasa,
Tah. Umred, Distt-Nagpur-441204.

V/s.

Party No.2: The Secretary,
Lal Zanda Coal Mines Mazdoor Union,
WCL Umrer Area, House No. IB/156.
Tah. Umred, Distt-Nagpur-441204.

AWARD

(Dated: 02th Jully, 2025)

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 M/s Sainik Mining & Allied Services Limited., and their workman Shri. Chandramohan Das, Shri Indramani Shukla, Shri Santosh Bamne, Shri Atahar Ansari, Shri Ajaykumar Rajbhar, Shri Devendramani Shukla and Shri Ramavatar Kashyap, for adjudication, as per letter **No. N-8(01)/2021-ID/IR dated 17.03.2021,** with the following schedule:-

"Whether the action of the management of M/s Sainik Mining and Allied Services Limited, Room No. 30, Makardhokda-III, Camp Office, Gram: Hewati, Post Udasa, Tah. Umred, Distt-Nagpur through the Manager in terminating the workmen i.e. (i) Shri Chandramohan Das, Driver, (ii) Shri Indramani Shukla, Driver (iii) Shri Santosh Bamne, Driver, (iv) Shri Atahar Ansari, Driver (v) Shri Ajaykumar Rajbhar, Driver (vi) Shri Devendramani Shukla, P.C. Operator & (vii) Shri Ramavtar Kashyap, Supervisor/Driver from the service from March' 2020 and not paid the salary of the Covid-19 Period are just, fair & legal? If not, to what relief the concerned workman/union is entitled to?"

2. Case is called out. Both parties are absent. From perusal of record, it is apparent that both parties are not responding and attending the Court since 26.11.2021. No statement of claim and written statement have been filed by the parties respectively till today. No other evidence has been filed by the petitioner to prove his case. Petitioner is not coming to the Court since long back. It appears that, he is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

ORDER

The action of the management of M/s Sainik Mining and Allied Services Limited, Room No. 30, Makardhokda-III, Camp Office, Gram: Hewati, Post Udasa, Tah. Umred, Distt-Nagpur through the Manager in terminating the workmen i.e. (i) Shri Chandramohan Das, Driver, (ii) Shri Indramani Shukla, Driver (iii) Shri Santosh Bamne, Driver, (iv) Shri Atahar Ansari, Driver (v) Shri Ajaykumar Rajbhar, Driver (vi) Shri Devendramani Shukla, P.C. Operator & (vii) Shri Ramavtar Kashyap, Supervisor/Driver from the service from March' 2020 and not paid the salary of the Covid-19 Period are just, fair & legal. The workmen are not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 11 अगस्त, 2025

का.आ. 1557.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्टर्न कोलफील्ड्स लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय**, नागपुर के पंचाट (सीजीआईटी/एनजीपी/06/2014-15)को प्रकाशित करती है, जो केन्द्रीय सरकार को **08/08/2025** को प्राप्त हुआ था।

[सं. एल-22012/08/2014-आईआर (सी.एम- II)]

सलोनी, उप निदेशक

New Delhi, the 11th August, 2025

S.O. 1557.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(CGIT/NGP/06/2014-15)**of the **Central Government Industrial Tribunal-cum-Labour Court,Nagpur** as shown in the Annexure, in the industrial dispute between the Management of **Western Coalfields Ltd.** and their workmen, received by the Central Government on **08*/08/2025***

[No. L-22012/08/2014 – IR (CM-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/06/2014-15 Date: 11.07.2025

Party No.1: 1. The Manager,
WCL, Kanhan Area, Dungaria,
PO: Dungaria, Ghorawadi Khan,
Chhindwara – 480553.

V/s

Party No.2: The Joint Mahamantri,
Rashtriya Koyla Khadan Mazdoor Sangh(INTUC),
Shramik Shakti Bhawan, PO: Chandametta,
Chhindwara – 480447.

AWARD

(Dated: 11th July, 2025)

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 Western Coalfields Limited, and their workman Shri Sukhdev, for adjudication, as per letter **No. L-22012/08/2014-IR(CM-II) dated 09.05.2014,** with the following schedule:-

''क्या कामगार श्री सुखदेव पिता भुगर, भू० पू बैल्ट क्लीनर, घोरावाडी कालरी नं. 1 को नियोजक के अस्पताल के प्राधिकृत चिकित्साधिकारी द्वारा दिनांक 08.05.2013 से 30.06.2013 तक स्वीकृत चिकित्साधिकारी अवकाश का भुगतान महाप्रबन्धक, वेस्टर्न कोलफील्ड्स लिमिटेड कन्हान क्षेत्र जिला छिंदवाड़ा द्वारा नहीं किया जाना न्यायोचित है ? यदि नही तो कर्मकार क्या अनुतोष पाने का अधिकारी है?

2. Case is called out. Learned Counsel Shivani Kulkarni has put in appearance on behalf of respondent and filed her memo of appearance, which is taken on record, but none is present on behalf of petitioner.

From perusal of the record, it is apparent that petitioner is not responding and attending the court Since 23/04/2020. No statement of claim and written statement have been filed by the parties respectively till today. No other evidence has been filed by the petitioner to prove his case. Petitioner is not coming to the Court since long back. It appears that he is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

ORDER

''कामगार श्री सुखदेव पिता भुगर, भू० पू बैल्ट क्लीनर, घोरावाडी कालरी नं. 1 को नियोजक के अस्पताल के प्राधिकृत चिकित्साधिकारी द्वारा दिनांक 08.05.2013 से 30.06.2013 तक स्वीकृत चिकित्साधिकारी अवकाश का भुगतान महाप्रबन्धक, वेस्टर्न कोलफील्ड्स लिमिटेड कन्हान क्षेत्र जिला छिंदवाड़ा द्वारा नहीं किया जाना न्यायोचित है कामगार किसी भी राहत का हक़दार नही है।

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 11 अगस्त, 2025

का.आ. 1558.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्टर्न कोलफील्ड्स लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय**, नागपुर के पंचाट (सीजीआईटी/एनजीपी/04/2018-19)को प्रकाशित करती है, जो केन्द्रीय सरकार को **08/08/2025** को प्राप्त हुआ था।

[सं. एल-22012/8/2018-आईआर (सी.एम- II)]

सलोनी, उप निदेशक

New Delhi, the 11th August, 2025

S.O. 1558.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(CGIT/NGP/04/2018-19)**of the **Central Government Industrial Tribunal-cum-Labour Court,Nagpur** as shown in the Annexure, in the industrial dispute between the Management of **Western Coalfields Ltd.** and their workmen, received by the Central Government on **0*8/08/2025.***

[No. L-22012/8/2018 – IR (CM-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/04/2018-19 Date: 02.07.2025.

Party No.1: The Area General Manager,
Western, Coalfields, Limited,
Umrer Area, Post: Umrer Project, Distt,
Nagpur-441204.

V/s.

Party No.2: The President/General Secretary,
Koyla Shramik Sabha (HMS), Regional Office,
B-53, WCL Colony, Umred, Distt.
Nagpur-441204.

AWARD

(Dated: 02th Jully, 2025)

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 Western Coalfields Limited., and their workman Shri. Amarsingh Rai, for adjudication, as per letter **No. L-22012/8/2018 (IR(CM-II) dated 03.04.2018,** with the following schedule:-

> **"Whether the demand of the Union namely Koyla Shramik Sabha (HMS) in non-granting promotion to the post of Crane Operator Excavation Special Grade from the post of Crane Operator Excavation Grade 'A' in respect of Shri Amarsingh Rai of Umrer Area through DPC held by the management of W.C.L. Umrer is legal and justified? If not, to what relief the concerned Union is entitled to and from which date?"**

2. Case is called out. Both parties are absent. Both parties are not responding and attending the Court since 29.07.2024 and thereafter 27.09.2024 and 13.12.2024.

From perusal of record, it is apparent that statement of claim and written statement have been filed by the parties respectively. Petitioner has also filed his affidavit as an evidence. But petitioner is not coming to the Court to prove the contents of the affidavit as well as the contents of the statement of claim. No other evidence has been adduced by the petitioner to prove his case. Petitioner is not coming to the Court since long back. It appears that, he is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

ORDER

The demand of the Union namely Koyla Shramik Sabha (HMS) in non-granting promotion to the post of Crane Operator Excavation Special Grade from the post of Crane Operator Excavation Grade 'A' in respect of Shri Amarsingh Rai of Umrer Area through DPC held by the management of W.C.L. Umrer is illegal and unjustified. The Union is not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 12 अगस्त, 2025

का.आ. 1559.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इ सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में

केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय, आसनसोल के पंचाट **(संदर्भ संख्या 26/2001)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **11/08/2025** को प्राप्त हुआ था।

[सं. एल-22012/318/2000-आईआर (सी.एम- II)]

सलोनी, उप निदेशक

New Delhi, the 12th August, 2025

S.O. 1559.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 26/2001***)* of **the Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of **ECL** and **their workmen** received by the Central Government on **11/08/2025.**

[No. L-22012/318/2000 – IR (CM-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL.

PRESENT: Shri Ananda Kumar Mukherjee,
Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 26 OF 2001

PARTIES: Rajkumar Singh

Vs.

Management of Madhabpur Colliery, ECL

REPRESENTATIVES:

For the Union/Workman: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress.

For the Management of ECL: Mr. P. K. Das, Advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 18.06.2025

AWARD

In exercise of power conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-22012/318/2000-IR(C-II)** dated 02.08.2001 has been pleased to refer the following dispute between the employer, that is the Management of Madhabpur Colliery under Kajora Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

" Whether the action of the management of Madhavpur Colliery of M/s. ECL in dismissing Sh. Rajkumar Singh, Pit Clerk from services w.e.f. 15.5.93 is legal and justified? If not, to what relief the workman is entitled to ? "

1. On receiving Order **No. L-22012/318/2000-IR(C-II)** dated 02.08.2001 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a Reference case was registered on 10.09.2001/ 19.11.2001 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. Mr. Rakesh Kumar, the then General Secretary of Koyala Mazdoor Congress filed written statement on 20.02.2002 on behalf of Rajkumar Singh, the dismissed workman of Madhabpur Colliery under Kajora Area of Eastern Coalfields Limited (hereinafter referred to as ECL). In brief, the fact of the case disclosed in the written statement of the union is that Rajkumar Singh was a permanent employee of ECL and was working as an Attendance Clerk at Madhabpur Colliery. On 15.05.1993 he was dismissed from his service without observing necessary formalities as per standing orders of the company and without holding any enquiry. Further case of the union is that on 14.05.1993 an incident took place in connection with which he was charged by the management

but no Charge Sheet was issued and without holding any domestic enquiry the workman was dismissed form his service on the basis of a prima facie enquiry. No second Show Cause Notice was issued to the workman which is a mandatory requirement as per a decision of the Hon'ble Supreme Court of India. It is contended that Rajkumar Singh has no involvement in the case for which he was dismissed and urged that the order of dismissal issued against him is illegal and the same is liable to be set aside. Union has prayed for re-instatement of the workman with full back wages.

3. Management initially did not file any written statement and the case was fixed up for ex-parte hearing. Thereafter management filed written statement on 25.03.2003. According to the management of ECL, Rajkumar Singh while on duty had taken a Dumper bearing No. WB39-1501 loaded with eight tons of coal from Madhabpur Colliery and he himself drove the Dumper towards the railway crossing of Kajoragram where he was caught by the security guard of railway site. For the aforesaid act of misconduct Rajkumar Singh was chargesheeted by the management under Clause 17(i)(a), 17(i)(i) and 17(i)(q) of the Model Standing Orders applicable to the Mine. The workman submitted reply to the Charge Sheet but as the reply was not satisfactory a domestic enquiry was ordered against him and the Enquiry Officer held the enquiry in which the workman participated. Reasonable opportunity was given to the workman to defend himself. The Enquiry Officer observed the principles of natural justice and after concluding the enquiry proceeding submitted his report before the Appointing Authority. The charge of misconduct was duly proved against Rajkumar Singh. After careful consideration of the Charge Sheet, Enquiry Proceeding, Enquiry Report and other connected papers, the Disciplinary Authority dismissed the workman from service. Management contended that the contents of paragraph no. 3 of the written statement filed by the union is incorrect and that the workman was not dismissed without holding any enquiry. Management denied that the workman was dismissed from service without service of Charge Sheet and without holding any domestic enquiry. According to the management dismissal of the workman is totally justified and the workman is not entitled to any relief.

4. Rajkumar Singh has been examined as Workman Witness No. 1. He has filed affidavit-in-chief wherein he stated that on 14.05.1993 he was on duty in the second shift from 04.00 PM to 12.00 AM at Madhabpur Colliery. After completing his duty, he was proceeding towards his quarters at Khas Kajora Colliery, Madhabpur Railway siding on the way to his quarter at Khas Kajora Colliery. At about 12 at night when he reached the Railway Crossing at Kajoragram he saw a Dumper was intercepted. He was held up at that place without knowing the fact and was handed over to the police and subsequently forwarded to the Jail. It is contended that the management did not take any action against the driver who was on duty and drove the Dumper, leaving it at the Railway Crossing. Further case of the workman is that the management decided to dismiss him on the same date i.e., on 15.05.1993 without holding any enquiry and without giving him any opportunity to defend his case before the Enquiry Officer. The dismissed workman contended that management dismissed him from service on the basis of prejudice and no second Show Cause Notice was issued to him as per guidelines issued by the Coal India Limited. The workman averred that the order of dismissal passed against him is illegal and unjustified.

5. Management cross-examined the witness where he deposed that Police lodged an FIR against him and submitted Charge Sheet after investigation and the case is pending before the Court at Durgapur. Witness further deposed that since he was in custody he never appeared in any Domestic Enquiry. It transpires from the evidence that he received Charge Sheet from the management through the Jail Authority and after his release from jail he submitted an application before the management regarding non-supply of Charge Sheet and other documents. Witness denied that he has been rightly dismissed by the management and volunteered that he was dismissed while he was in custody.

6. From the record as well as order dated 02.07.2013 it appears that management did not adduce any evidence in this case after several opportunity granted to them. On the date of hearing of argument, the order of dismissal dated 15.05.1993 has been admitted by both parties and marked as Exhibit W-1.

7. The moot question in this case is whether the dismissal of workman from service under ECL is sustainable under the law. If not, what relief the workman is entitled to?

8. Mr. Rakesh Kumar, Union representative argued that the workman has been dismissed form service without holding any enquiry. The allegation against him was theft of 8 tonnes of coal, taken away by the workman with the help of a Dumper on 14.05.1993. The workman was arrested and was kept in jail custody for about a month till he was released on bail. The management without issuing any Charge Sheet and without holding any enquiry against him dismissed him from service on the very next date vide order dated 15.05.1993 (Exhibit W-1). The union representative urged that such act of dismissal of workman is arbitrary, violative of the principles of natural justice and the same is liable to be set aside.

9. Mr. P. K. Das, learned advocate for the management of ECL admitted that the management is unable to produce any Charge Sheet or Enquiry Proceeding on the basis on which the order of dismissal was passed by the General Manager. It is submitted that the workman committed theft in respect of the employer's property and he was found guilty of the charge under Clause 17(i)(a) of Model Standing Orders. It is argued that the workman is not entitled to any relief in this case as he has committed a criminal offence.

10. I have considered the facts and circumstances of the case and arguments advanced by the union representative and learned advocate of the management. It is undisputed that Rajkumar Singh was working as Attendance Clerk at Madhabpur Colliery and he was dismissed from his service by order dated 15.05.1993, issued by the General Manager, Kajora Area bearing No. KA:PM:C-6:10/387/2188, in which he has stated that Rajkumar Singh had allegedly taken Dumper No. WB39-1501 loaded with 8 tonnes of coal from Pit No. 2 of Madhabpur Colliery and drove towards the Railway Crossing of Kajoragram and that he was caught with the Dumper by Security Guard Mr. Rajdeo Ahir and Md. Daud Khan of Madhabpur Colliery who were on duty at Madhabpur Colliery Siding. On receipt to the report, the Agent, Madhabpur Colliery appointed an Enquiry Officer to conduct the enquiry into the alleged misconduct. It is further stated in the order of dismissal that the enquiry was conducted in presence of Rajkumar Singh and statements were recorded. The Enquiry Officer thereafter submitted his report and after going through the Enquiry Report it was found that Rajkumar Singh committed the misconduct under Clause 17(i)(a), 17(i)(i) and 17(i)(q) of the Model Standing Orders applicable to the company. It is further stated that after careful consideration of the report of the Enquiry Officer, connected papers and gravity of misconduct, the General Manager dismissed the workman. No Charge Sheet, Enquiry Proceeding has been produced by the management to establish that a proper enquiry proceeding was held before the workman was found guilty of the charge. There is no iota of evidence to indicate that the workman had opportunity to represent his case. Under such facts and circumstances, I hold that the dismissal of Rajkumar Singh on the strength of letter KA:PM:C-6:10/387/2188 dated 15.05.1993, issued by the General Manager, Kajora Area is arbitrary and found unsustainable under the law and in violation of principles of natural justice. The workman having been dismissed in an illegal manner is entitled to be reinstated. It is appropriate to set aside the order of dismissal dated 15.05.1993. The workman is entitled to be reinstated in service within two (2) months from the date of communication of the Award, if has not attained the age of superannuation till date. It transpires from the materials in record and admission of the workman that he was in jail custody and a criminal case is pending against him. The workman has not rendered service to the employer company since 15.05.1993. Therefore, I am not inclined to grant him full back wages for the period he remained idle. It is found appropriate to grant him twenty percent (20%) of his back wages from 15.05.1993 till his reinstatement in service or superannuation, whichever is earlier.

Hence,

ORDERED

that the Industrial Dispute is allowed on contest against the management of Madhabpur Colliery under Kajora Area of Eastern Coalfields Limited. The order of dismissal of Rajkumar Singh, Pit Clerk of Madhabpur Colliery is set aside. Management of ECL is directed to reinstate the workman within two (2) months from the date of communication of the Award, if the workman has not attained the age of superannuation in the meantime. The management shall also pay back wages to the workman at the rate of twenty percent (20%) from 15.05.1993 till his reinstatement or superannuation whichever is earlier. Let an award be drawn up in light of my above findings. Let copies of the Award in duplicate be sent to the Ministry of Labour, Govt. of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 12 अगस्त, 2025

का.आ. 1560.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी **सी सी एल** के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह– श्रम न्यायालय, धनबाद-I** के पंचाट **(संदर्भ संख्या 60/2004)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **11/08/2025** को प्राप्त हुआ था।

[सं. एल-22012/57/2004-आईआर (सी.एम-I)]

सलोनी, उप निदेशक

New Delhi, the 12th August, 2025

S.O. 1560.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 60/2004)** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen** received by the Central Government on **11/08/2025**.

[No. L-22012/57/2004 – IR (CM-I)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

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

Reference Case No. 60/2004

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

AND.

Their workman.

Present: **Shri Sachindra Kumar Pandey**

Presiding Officer

Appearances:

For the Employers :- Sri Rishi raj Meena, Asstt. Manager (Legal).

For the workman. :- None.

State : Jharkhand. Industry:-Coal

Dated 14/07/2025

AWARD.

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947),Government Of India through the Ministry of Labour, vide its Order No.L-20012/57/2004-IR(C-I) dated 28/06/2004 has been pleased to refer the following dispute between the employer i.e. management of Bastacolla Area of M/s. BCCL and their workman through Secretary, Bihar Colliery Kamgar Union, Hirapur, Dhanbad for adjudication by this Tribunal:

SCHEDULE

"Whether the action of the management of Kuya Colliery of M/s BCCL, Bastacolla Area, P.O.-Jharia, Distt. Dhanbad in not providing employment to Smt. Ladi Rajwarin. Wife of late Dasrath Rajwar, Pump Khalasi, P.No. 01198613 as per the provision of N.C.W.A. is proper and justified? If not, to what relief is the said dependent wife of the deceased workman entitled?"

2. On receiving order no. L-20012/57/2004-IR(C-I) dated 28/06/2004 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 60 of 2004 was registered on 12.07.2004 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents in support of their claims and the witnesses.

3. After issuance of regd. notice, written statement has been filed by Sri K. Chakraborty, Ld. Advocate on behalf of the workman. Sri U.N. Lal, Ld. Advocate appeared from the side of the management and filed his letter of authority on 17.02.2005. It further transpires that written statement and rejoinder has been filed by the management but when the case record was put up after a long gap, registered notices were again sent but neither the workman nor the management appeared before this Tribunal, though on 20.06.2025, Sri Rishi Raj Meena, Asstt. Manager (Legal) for the management appeared.

4. On perusal of the entire case record it is transpires that the workman never appeared before this Tribunal from 15.02.2006, which shows that the workman has lost his interest in this case and therefore, for the ends of justice, this case deserves to be dismissed for non prosecution.

5. Hence,

ORDERED

that this case is hereby dismissed and a "No Dispute Award" be drawn up in respect of the above reference case. Let the copies of Award in duplicate be sent to the Ministry of Labour & Employment, Government of India, New Delhi for information and notification.

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 12 अगस्त, 2025

का.आ. 1561.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी **सी सी एल** के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद

में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह– श्रम न्यायालय, धनबाद-I** के पंचाट **(संदर्भ संख्या 48/2006)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **11/08/2025** को प्राप्त हुआ था।

[सं. एल-22012/195/2006-आईआर (सी.एम- I)]

सलोनी, उप निदेशक

New Delhi, the 12th August, 2025

S.O. 1561.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 48/2006)** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen** received by the Central Government on **11/08/2025**.

[No. L-22012/195/2006 – IR (CM-I)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

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

Reference Case No. 48/2006

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

AND.

Their workman.

Present: **Shri Sachindra Kumar Pandey**

Presiding Officer

Appearances:

For the Employers :- None.

For the workman. :- None.

State : Jharkhand. Industry:-Coal

Dated 14/07/2025

AWARD.

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947),Government Of India through the Ministry of Labour, vide its Order No.L-20012/195/2005 (IR(CM-I)) dated 01/06/2006 has been pleased to refer the following dispute between the employer i.e. management of E.J. Area of M/s. BCCL and their workman through Vice President, Jharkhand Mazdoor Sangh, Jharia, Dhanbad for adjudication by this Tribunal:

SCHEDULE

"Whether the action of the management of Bhowra Colliery of M/s. BCCL in dismissing Shri Manoj Bouri of Bhowra(S) Colliery of M/s. BCCL from service w.e.f. 31.7.2000 is justified? If not, to what relief is the concerned workman entitled?"

2. On receiving order no. L-20012/195/2005 (IR(CM-I)) dated 01/06/2006 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 48 of 2006 was registered on 20.06.2006 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents in support of their claims and the witnesses.

3. After issuance of notice, Sri K.N. Singh, Representative on behalf of the workman appeared on 14.08.2006 but no one appeared on behalf of the management. The case record shows that after a long gap the regd. notices were issued to both parties on 20.12.2021 and Sri K.N. Singh, Representative of the workman appeared but thereafter failed to appear. However management never appeared before this Tribunal since 2006.

4. It transpires from the case record that both the parties neither appeared before the Tribunal since the year 2022 nor any step were taken on their behalf which makes it clear that they have lost their interest in this case and therefore, this Tribunal is of the opinion that this case deserves to be dismissed for non prosecution.

5. Hence,

ORDERED

that this case is hereby dismissed and a "No Dispute Award" be drawn up in respect of the above reference case. Let the copies of Award in duplicate be sent to the Ministry of Labour & Employment, Government of India, New Delhi for information and notification.

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 12 अगस्त, 2025

का.आ. 1562.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **सी सी एल** के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय, धनबाद-I** के पंचाट **(संदर्भ संख्या 27/2007)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **11/08/2025** को प्राप्त हुआ था।

[सं. एल-20012/18/2007-आईआर (सी.एम- I)]

सलोनी, उप निदेशक

New Delhi, the 12th August, 2025

S.O. 1562.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 27/2007)** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **CCL.** and **their workmen** received by the Central Government on **11/08/2025.**

[No. L-20012/18/2007 – IR (CM-I)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

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

Reference Case No. 27/2007

Employer in relation to the management of Argada Area of M/s CCL, Hazaribagh.

AND.

Their workman.

Present: **Shri Sachindra Kumar Pandey**

Presiding Officer

Appearances:

For the Employers :- None.

For the workman. :- None.

State : Jharkhand. Industry:-Coal

Dated 14/07/2025

AWARD.

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947),Government Of India through the Ministry of Labour, vide its Order No.L-20012/18/2007 (IR(CM-I)) dated 03/05/2007 has been pleased to refer the following dispute between the employer i.e. management of Argada Area of M/s. CCL and their workman through President, Jharkhand Colliery Mazdoor Union, Argada for adjudication by this Tribunal:

SCHEDULE

"Whether the action of the Management of Argada Area of M/s CCL in denying regularization as Time Rated Category-1 worker to Smt. Samarji Devi, piece rated worker, is justified and legal? If not, to what relief is the concerned workman entitled and from which date?"

2. On receiving order no. L-20012/18/2007 (IR(CM-I)) dated 03/05/2007 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 27 of 2007 was registered on 03.07.2007 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents in support of their claims and the witnesses.

3. Even after issuance of notice, none appeared from either side. The case record shows that after a long gap the regd. notices were issued to both parties on 06.01.2022 but even then no one appeared. Thereafter again regd. notices were issued to both the parties on 30.05.2025 and the same was returned with endorsement "Insufficient Address".

4. It transpires from the case record that both the parties neither appeared before the Tribunal since the year 2007 nor any step were taken on their behalf which makes it clear that they have lost their interest in this case and therefore, this Tribunal is of the opinion that this case deserves to be dismissed for non prosecution.

5. Hence,

ORDERED

that this case is hereby dismissed and a "No Dispute Award" be drawn up in respect of the above reference case. Let the copies of Award in duplicate be sent to the Ministry of Labour & Employment, Government of India, New Delhi for information and notification.

SACHINDRA KUMAR PANDEY, Presiding Officer

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