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

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

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

स्वास्थ्य और परिवार कल्याण मंत्रालय
(दंत अनुभाग)

नई दिल्ली, 30 जुलाई, 2025

का.आ. 1616.—केन्द्रीय सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद के परामर्श के पश्चात, उक्त अधिनियम की अनुसूची के भाग-I में एतद्वारा निम्नलिखित संशोधन करती है, अर्थात् :-

अटल बिहारी वाजपेयी चिकित्सा महाविद्यालय, लखनऊ द्वारा करियर पोस्ट ग्रेजुएट इंस्टिट्यूट ऑफ डेंटल साइंसेस एंड हॉस्पिटल, लखनऊ के एमडीएस छात्रों को प्रदान की गई दंत चिकित्सा डिग्री की मान्यता से संबंधित दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग- I में क्रम संख्या 156 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी, अर्थात्:

करियर पोस्ट ग्रेजुएट इंस्टिट्यूट ऑफ डेंटल साइंसेस एण्ड हॉस्पिटल, लखनऊ	
ओरल एण्ड मैक्सिलोफेशियल पैथोलॉजी एण्ड ओरल माइक्रोबायोलॉजी (5 सीटों के साथ, यदि 10.04.2025 को या उसके बाद स्वीकृत की जाती है)।	एमडीएस (ओरल एण्ड मैक्सिलोफेशियल पैथोलॉजी एण्ड ओरल माइक्रोबायोलॉजी) अटल बिहारी वाजपेयी चिकित्सा महाविद्यालय, लखनऊ

[फा. सं. वी.12017/17/2025-डीई]

अमित कुमार, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Dental Section)

New Delhi, the 30th July, 2025

S.O. 1616.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

In the existing entries of column 2 & 3 against Serial No. 156, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **Atal Bihari Vajpayee Medical University, Lucknow** in respect of MDS students of **Career Post Graduate Institute of Dental Sciences & Hospital, Lucknow** the following entries shall be inserted, namely:

Career Post Graduate Institute of Dental Sciences & Hospital, Lucknow	
Oral & Maxillofacial Pathology and Oral Microbiology (with 5 seats, if granted on or after 10.04.2025)	MDS (Oral & Maxillofacial Pathology and Oral Microbiology) Atal Bihari Vajpayee Medical University, Lucknow

[F. No. V.12017/17/2025-DE]

AMIT KUMAR, Under Secy.

(दंत अनुभाग)

नई दिल्ली, 30 जुलाई, 2025

का.आ. 1617.—केन्द्रीय सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद के परामर्श के पश्चात्, उक्त अधिनियम की अनुसूची के भाग-I में एतद्वारा निम्नलिखित संशोधन करती है, अर्थात् :-

पैसिफिक मेडिकल यूनिवर्सिटी, उदयपुर द्वारा पैसिफिक डेंटल कॉलेज एण्ड रिसर्च सेंटर, उदयपुर के एमडीएस छात्रों को प्रदान की गई दंत चिकित्सा डिग्री की मान्यता से संबंधित दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 139 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी, अर्थात्:

पैसिफिक डेंटल कॉलेज एण्ड रिसर्च सेंटर, उदयपुर	
ओरल मेडिसिन एण्ड रेडियोलॉजी (2 सीटों के साथ, यदि 25.09.2024 को या उसके बाद स्वीकृत की जाती है)।	एमडीएस (ओरल मेडिसिन एण्ड रेडियोलॉजी) पैसिफिक मेडिकल यूनिवर्सिटी, उदयपुर
कंजर्वेटिव डेंटिस्ट्री एण्ड एंडोडॉटिक्स (3 सीटों के साथ, यदि 28.09.2024 को या उसके बाद स्वीकृत की जाती है)।	एमडीएस (कंजर्वेटिव डेंटिस्ट्री एण्ड एंडोडॉटिक्स) पैसिफिक मेडिकल यूनिवर्सिटी, उदयपुर

पेरियोडॉन्टोलॉजी (2 सीटों के साथ, यदि 28.09.2024 को या उसके बाद स्वीकृत की जाती है)।	एमडीएस (पेरियोडॉन्टोलॉजी) पैसिफिक मेडिकल यूनिवर्सिटी, उदयपुर
प्रोस्थोडॉन्टिक्स एण्ड क्राउन एंड ब्रिज (3 सीटों के साथ, यदि 25.09.2024 को या उसके बाद स्वीकृत की जाती है)।	एमडीएस (प्रोस्थोडॉन्टिक्स एण्ड क्राउन एंड ब्रिज) पैसिफिक मेडिकल यूनिवर्सिटी, उदयपुर

[फा. सं. वी.12017/17/2025-डीई]

अमित कुमार, अवर सचिव

(DENTAL SECTION)

New Delhi, the 30th July, 2025

S.O. 1617.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

In the existing entries of column 2 & 3 against Serial No.139, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **Pacific Medical University, Udaipur** in respect of MDS students of **Pacific Dental College & Research Centre, Udaipur** the following entries shall be inserted, namely:

Pacific Dental College & Research Centre, Udaipur	
Oral Medicine and Radiology (with 2 seats, if granted on or after 25.09.2024)	MDS (Oral Medicine and Radiology) Pacific Medical University, Udaipur
Conservative Dentistry & Endodontics (with 3 seats, if granted on or after 28.09.2024)	MDS (Conservative Dentistry & Endodontics) Pacific Medical University, Udaipur
Periodontology (with 2 seats, if granted on or after 28.09.2024)	MDS (Periodontology) Pacific Medical University, Udaipur
Prosthodontics and Crown & Bridge (with 3 seats, if granted on or after 25.09.2024)	MDS (Prosthodontics and Crown & Bridge) Pacific Medical University, Udaipur

[F. No. V.12017/17/2025-DE]

AMIT KUMAR, Under Secy.

नई दिल्ली, 18 अगस्त, 2025

का.आ. 1618.—केंद्रीय सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दंत परिषद के परामर्श के पश्चात्, उक्त अधिनियम की अनुसूची के भाग-I में एतद्वारा निम्नलिखित संशोधन करती है, अर्थात्:-

अटल मेडिकल एंड रिसर्च यूनिवर्सिटी, हिमाचल प्रदेश द्वारा एचपी गवर्नमेंट डेंटल कॉलेज एंड हॉस्पिटल, शिमला के एमडीएस छात्रों को प्रदान की गई दंत डिग्री की मान्यता से संबंधित दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 155 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी, अर्थात्:

एचपी गवर्नमेंट डेंटल कॉलेज एंड हॉस्पिटल, शिमला	
प्रोस्थोडोन्टिक्स एंड क्राउन एंड ब्रिज (3 सीटों के साथ, यदि 13.12.2024 को या उसके बाद स्वीकृत की जाती है)	एमडीएस (प्रोस्थोडोन्टिक्स एंड क्राउन एंड ब्रिज) अटल मेडिकल एंड रिसर्च यूनिवर्सिटी, हिमाचल प्रदेश

[फा. सं. वी.12017/17/2025-डीई (भाग)]

अमित कुमार, अवर सचिव

New Delhi, the 18th August, 2025

S.O. 1618.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

In the existing entries of column 2 & 3 against Serial No. 155, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **Atal Medical & Research University, Himachal Pradesh** in respect of MDS students of **H.P Government Dental College & Hospital, Shimla** the following entries shall be inserted, namely:

H.P Government Dental College & Hospital, Shimla	
Prosthodontics and Crown & Bridge (with 3 seats, if granted on or after 13.12.2024)	MDS (Prosthodontics and Crown & Bridge) Atal Medical & Research University, Himachal Pradesh

[F. No. V.12017/17/2025-DE(Pt.)]

AMIT KUMAR, Under Secy.

नई दिल्ली, 20 अगस्त, 2025

का.आ. 1619.—केन्द्रीय सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद के परामर्श के पश्चात, उक्त अधिनियम की अनुसूची के भाग-I में एतद्वारा निम्नलिखित संशोधन करती है, अर्थात् :-

कलोजी नारायण राव स्वास्थ्य विज्ञान विश्वविद्यालय, वारंगल, तेलंगाना द्वारा तिरुमाला दंत चिकित्सा विज्ञान संस्थान एवं अनुसंधान केंद्र, निज़ामाबाद, तेलंगाना के बीडीएस छात्रों को प्रदान की गई दंत चिकित्सा डिग्री की मान्यता से संबंधित दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 141 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी, अर्थात्:

तिरुमाला दंत चिकित्सा विज्ञान संस्थान एवं अनुसंधान केंद्र, निज़ामाबाद, तेलंगाना	
बैचलर ऑफ डेंटल सर्जरी (100 सीटों के साथ, यदि 05.02.2025 को या उसके बाद स्वीकृत की जाती है)।	बीडीएस, कलोजी नारायण राव स्वास्थ्य विज्ञान विश्वविद्यालय, वारंगल, तेलंगाना

[फा. सं. वी.12017/15/2025-डीई]

अमित कुमार, अवर सचिव

New Delhi, the 20th August, 2025

S.O. 1619.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

In the existing entries of column 2 & 3 against Serial No. 141, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **Kaloji Narayan Rao University of Health Sciences, Warangal, Telangana** in respect of BDS students of **Tirumala Institute of Dental Sciences & Research Centre, Nizamabad, Telangana**, the following entries shall be inserted, namely:

Tirumala Institute of Dental Sciences & Research Centre, Nizamabad, Telangana	
Bachelor of Dental Surgery (With 100 seats if granted on or after 05.02.2025)	BDS, Kaloji Narayan Rao University of Health Sciences, Warangal, Telangana

[F. No. V.12017/15/2025-DE]

AMIT KUMAR, Under Secy.

कोयला मंत्रालय

नई दिल्ली, 3 सितम्बर, 2025

का.आ. 1620.—केंद्रीय सरकार एतद्वारा राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (1987 में यथा संशोधित) के नियम 10 के उप नियम (4) के अनुसरण में, कोयला मंत्रालय के नियंत्रणाधीन कार्यालय 'कोयला नियंत्रक संगठन (सीसीओ)', स्कोप मीनार, पाँचवीं मंजिल, कोर-I, लक्ष्मी नगर, दिल्ली-110092, जिसके 80% से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[फा. सं. 13012/1/2017-हिंदी]

आस्था जैन, संयुक्त निदेशक

MINISTRY OF COAL

New Delhi, the 3rd September, 2025

S.O. 1620.—In pursuance of sub Rule (4) of Rule 10 of the Official Languages (Use for Official purposes of the Union) Rules, 1976 (as amended in 1987), Central Government hereby notifies the Office 'Coal Controller's Organisation (CCO)', Scope Minar, Fifth Floor, Core-I, Lakshmi Nagar, Delhi-110092 under the control of Ministry of Coal located at Delhi, wherein more than 80% of the staff have acquired working Knowledge of Hindi.

[F. No. 13012/1/2017-HINDI]

AASTHA JAIN, Jt. Director

नई दिल्ली, 3 सितम्बर, 2025

का.आ. 1621.—केंद्रीय सरकार एतद्वारा राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (1987 में यथा संशोधित) के नियम 10 के उप नियम (4) के अनुसरण में, कोयला मंत्रालय के नियंत्रणाधीन नॉर्दर्न कोलफील्ड्स लिमिटेड के दो क्षेत्रीय कार्यालयों नामतः ब्लॉक-बी क्षेत्रीय कार्यालय एवं कृष्णशिला क्षेत्रीय कार्यालय, जिनके 80% से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[फा. सं. 13012/1/2017-हिंदी]

आस्था जैन, संयुक्त निदेशक

New Delhi, the 3rd September, 2025

S.O. 1621.—In pursuance of sub Rule (4) of Rule 10 of the Official Languages (Use for Official purposes of the Union) Rules, 1976 (as amended in 1987), Central Government hereby notifies the two Regional Offices namely the 'Block-B Regional Office and the Krishnashila Regional Office' of Northern Coalfields Limited under the control of Ministry of Coal, wherein more than 80% of the staff have acquired working Knowledge of Hindi.

[F. No. 13012/1/2017-HINDI]

AASTHA JAIN, Jt. Director

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(खाद्य और सार्वजनिक वितरण विभाग)

नई दिल्ली, 1 सितम्बर, 2025

का.आ. 1622.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय (खाद्य और सार्वजनिक वितरण विभाग) के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालयों, जिनके 80 प्रतिशत या उससे अधिक कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को राजपत्र में अधिसूचित करती है:-

क्र.सं.	अधिसूचित किए जाने वाले कार्यालय
1.	भारतीय खाद्य निगम, मंडल कार्यालय, मोतिहारी
2.	भारतीय खाद्य निगम, मंडल कार्यालय, बक्सर
3.	भारतीय खाद्य निगम, मंडल कार्यालय, श्रीनगर (जम्मू एवं कश्मीर)
4.	केन्द्रीय भंडारण निगम, क्षेत्रीय कार्यालय, चेन्नई
5.	केन्द्रीय भंडारण निगम, क्षेत्रीय कार्यालय, जयपुर के अधीनस्थ सेंट्रल वेयरहाउस- (1) उदयपुर (2) श्रीमाधोपुर और (3) सूरतगढ़
6.	भांडागारण विकास और विनियामक प्राधिकरण, नई दिल्ली

[फा. सं. ई-11011/1/2008-हिंदी(321924)]

राजेन्द्र कुमार, संयुक्त सचिव

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Food and Public Distribution)

New Delhi, the 1st September, 2025

S.O. 1622.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (use for official purpose of the Union) Rules, 1976, the Central Government hereby notifies the following offices under the administrative control of the Ministry of Consumer Affairs, Food & Public Distribution (Department of Food & Public Distribution), whereof 80% or more staff have acquired the working knowledge of Hindi:

S. No.	Offices to be notified
1.	Food Corporation of India, Divisional Office, Motihari
2.	Food Corporation of India, Divisional Office, Buxar
3.	Food Corporation of India, Divisional Office, Srinagar (Jammu & Kashmir)
4.	Central Warehousing Corporation, Regional Office, Chennai

5.	Central Warehouses under Central Warehousing Corporation, Regional Office, Jaipur- (1) Udaipur (2) Srimadhopur and (3) Suratgarh
6	Warehousing Development and Regulatory Authority, New Delhi

[F. No. E-11011/1/2008-Hindi (321924)]

RAJENDER KUMAR, Jt. Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 8 सितम्बर, 2025

का.आ. 1623.—केंद्र सरकार, भारतीय पेट्रोलियम और उर्जा संस्थान अधिनियम, 2017 की धारा 5(1) (क) के अंतर्गत प्रदत्त शक्तियों का प्रयोग करते हुए तथा भारतीय पेट्रोलियम और उर्जा संस्थान, 2018 के प्रथम संविधि के खंड 12 के अनुसरण में प्रो. (डॉ.) परितोश कांसा बनिक को 18 अक्तूबर 2024 से तीन वर्ष की अवधि अथवा अगले आदेश तक जो भी पहले हो, के लिए भारतीय पेट्रोलियम और उर्जा संस्थान (आईआईपीई) के गवर्नर बोर्ड (बीओजी) के अध्यक्ष के रूप में एतद्वारा नियुक्त करती है।

[फा. सं. सीए-31037/11/2022-सीए/एफपी-पीएनजी भाग (1) (ई-45361)]

राजीव कुमार, उप सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 8th September, 2025

S.O. 1623.—In exercise of the powers conferred by Section 5(1)(a) of the Indian Institute of Petroleum and Energy Act, 2017 and in pursuance of Clause 12 of the First Statutes of Indian Institute of Petroleum and Energy, 2018, the Central Government hereby appoints Prof. (Dr.) Paritosh Kansa Banik as the President, Board of Governors (BoG), Indian Institute of Petroleum and Energy (IIPE), Visakhapatnam for a period of three years with effect from 18th October 2024 or until further orders, whichever is earlier.

[F. No. CA-31037/11/2022-CA/FP-PNG Part (1) (E-45361)]

RAJEEV KUMAR, Dy. Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 8 सितम्बर, 2025

का.आ. 1624.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एलआईसी ऑफ़ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और कुमारी आशा एल के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बंगलोर, पंचाट (रिफरेन्स नं.-18/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.09.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आई आर (एम)-106]

सलोनी, उप निदेशक

MINISTRY OF LABOUR & EMPLOYMENT

New Delhi, the 8th September, 2025

S.O. 1624.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 18/2018**) 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. Asha L** which was received along with soft copy of the award by the Central Government on 08.09.2025.

[No. Z-16025/04/2025-IR(M)-106]

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

ID No. 18/2018

I Party

Kum. Asha L,
D/o Lakshman Naik,
Post : Hoasabelvanur,
Tal & Dist : DAVANGERE 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 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. 18.07.2013 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 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 18.07.2013 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 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-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 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 18.07.2013 at its Davanagere II 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 wagger. She was given wages for the period she served in the II Party. Ex W-1 series are a voucher dated 18.12.2017 and its corresponding receipt produced by the I Party to prove the payment received by her from the II Party LIC. The voucher reflects the wage received by the I Party and similarly placed other workers. 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 Four 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 wagger 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.

. 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 monetary 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, 8 सितम्बर, 2025

का.आ. 1625.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार श्री ओम सिंह राजावत पुत्र श्री कल्याण सिंह, माइंस ऑनर के प्रबंधन के संबद्ध नियोजकों और श्री कैलाश, हिन्द मज़दूर सभा के बीच अनुबंध में निर्दिष्ट औद्योगिक अधिकरण एवं श्रम न्यायालय, कोटा, पंचाट (रिफरेन्स नं.-**(केन्द्रीय) 07/2011 (सीआईएस-97/2014)**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.09.2025 को प्राप्त हुआ था।

[सं. एल-29012/31/2005- आई आर (एम)]

सलोनी, उप निदेशक

New Delhi, the 8th September, 2025

S.O. 1625.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. (Central) 07/2011 (CIS-97/2014)**) of the **Industrial Tribunal cum Labour Court, Kota** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Shri Om Singh Rajawat son of Shri Kalyan Singh, Mine Owner** and **Shri Kailash, Hind Mazdoor Sabha** which was received along with soft copy of the award by the Central Government on 08.09.2025.

[No. L-29012/31/2005-IR(M)]

SALONI, Dy. Director

अनुलग्नकन्यायाधीश, औद्योगिक न्यायाधिकरण(केन्द्रीय)कोटा,(राज.)

पीठासीन अधिकारी— संदीप कुमार शर्मा, आर.एच.जे.एस. (जिला जज संवर्ग)

निर्देश प्रकरण क्रमांक:औ.न्या.(केन्द्रीय)—07/2011(सीआईएस—97/2014)

(सीएनआर—आरजेकेटी060001312011)

दिनांक स्थापित:03.05.2011

प्रसंग: भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश क्र.

एल—29012/31/2005 (आईआर(एम)) दि.: 25.04.2011

निर्देश/विवाद अन्तर्गत धारा 10(1)(घ) एवं उपधारा 2(क)औद्योगिक विवाद अधिनियम,1947मध्य

कैलाश पुत्र श्री माना, द्वारा महामंत्री, हिन्द मजदूर सभा, बंगाली कॉलोनी, छावनी, कोटा

—प्रार्थी श्रमिक

एवं

ओमसिंह राजावत पुत्र श्री कल्याण सिंह, माईन्स ऑनर सकतपुरा, कोटा

—अप्रार्थी नियोजक

उपस्थित

प्रार्थी श्रमिक की ओर से प्रतिनिधि:—

श्री पुरुषोत्तम दाधीच

अप्रार्थी नियोजक की ओर से प्रतिनिधि:—

श्री एम.एस. शक्तावत

::अधिनिर्णय::

दि.:30.04.2025

भारत सरकार, श्रम मंत्रालय, नई दिल्ली के प्रासांगिक आदेश दिनांक 25.04.2011 के जरिये निर्देश विवाद, औद्योगिक विवाद अधिनियम, 1947 (जिसे आगे "अधिनियम" से सम्बोधित किया जावेगा) की धारा 10(1)(घ) एवं उपधारा 2(क) के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ प्राप्त हुआ है:—

"Whether the claim of Shri Kailash S/o Shri Mana for Rs. 44000/- from Shri om Singh Rajawat S/o Shri Kalayan Singh Mines contractor, Sakatpuri, Distt. Kota, Mines situated at Village Rajapur, in lieu of his duty from 25-03-2000 to 05-07-2001 is legal and just? If yes, to what relief Sh. Kailash S/o Shri Mana is entitled?"

2—उक्त विवाद, न्यायाधिकरण में रेफर होने पर पंजीबद्ध कर पक्षकारों को उपस्थिति बाबत नोटिस जारी किए गए। नोटिस की पालना में प्रार्थी श्रमिक द्वारा उपस्थित होकर स्टेटमेंट ऑफ क्लेम न्यायाधिकरण के समक्ष प्रस्तुत कर संक्षिप्ततः यह कथन किया गया है कि उसे अप्रार्थी ओम सिंह राजावत माईन्स लीज होल्डर राजपुरा, जिलाबूंदी, निवासी सकतपुरा, कोटा ने दि. 25.03.2000 से राजपुरा माईन्स पर स्टोन कटर का कार्य करने हेतु सेवा में नियोजित किया। श्रमिक जितना काम रोजाना करता था, नियोजक का मुंशी रोजाना उसकी पर्चीया लिखकर देता था उनमें से अधिकांश पर्चीया श्रमिक के पास मौजूद है, इसके अतिरिक्त नियोजक ने श्रमिक को 3750/—रु. मासिक वेतन देना तय किया हुआ था। श्रमिक महिने के अंत में वेतन की मांग करता था परन्तु श्रमिक को नियोजक यह कहता था कि हिसाब बाद में कर लेंगे, गुजारे के लिए पैसे लेते रहो, श्रमिक को 1000/—रु. प्रति महिने गुजारे खर्च का दिया जाता था। श्रमिक व उसके भाई ने जब वेतन का हिसाब करने की मांग की तो नियोजक स्वयं ने व इसके द्वारा पाले हुए असामाजिक तत्व रघुनाथ मुंशी व अन्य दो व्यक्तियों ने श्रमिक व श्रमिक के भाई के साथ मारपीट की ओर काम से भगा दिया। श्रमिक व उसका भाई दिनांक 16.10.2004 को पुलिस अधीक्षक बूंदी को पुलिस अधीक्षक बूंदी को नियोजक व उसके द्वारा पाले हुए असामाजिक तत्वों के विरुद्ध कार्यवाही की, जिसकी जांच हेतु पुलिस स्टेशन डाबी, जिला बूंदी में प्रार्थना पत्र भेजा गया तो नियोजक ने पुलिस में गलत बयानी कर दी कि श्रमिक व उसका भाई गत 4 माह से फरार है, जबकि श्रमिक व उसका भाई राजपुरा माईन्स से 5 किलोमीटर राज्या का तालाब में निवास कर रहे हैं, क्योंकि नियोजक व उसके पाले हुए असामाजिक तत्व आए दिन उनसे मारपीट करते हैं, इस कारण राजपुरा माईन्स व इसके आस-पास श्रमिक व उसके भाई का कार्य करना मुश्किल हो गया तथा नियोजक श्रमिक व उसके भाई को किसी दूसरी जगह भी काम नहीं करना देता है। श्रमिक ने दि. 18.11.2004 को पुनः पुलिस अधीक्षक बूंदी को शिकायत की है जिसकी जांच विचाराधीन है। दि. 25.03.2000 से 05.07.2001 तक का वेतन रुपये 3750/— प्रतिमाह से 50000/—रु. बनता है जिसमें से नियोजक ने श्रमिक को 1000/—रु. प्रतिमाह के हिसाब से 16000/—रु. खर्चा चलाने के लिए दिए हैं 44000/—रु. की राशि वेतन लेना शेष है, जिसे नियोजक ने बावजूद तकाजों के नहीं दिया है और मारपीट करने पर आमादा है। श्रमिक का वेतन 3750/—रु. प्रतिमाह होने के कारण श्रमिक का क्लेम वेतन भुगतान अधिनियम 1936 के अन्तर्गत नहीं किया जा सकता है क्योंकि अधिनियम के अन्तर्गत 1600/—रु. प्रतिमाह वेतन प्राप्त करने वाला कर्मचारी ही क्लेम कर सकता है, इससे अधिक वेतन प्राप्त करने वालों के लिए इस न्यायालय को श्रवणाधिकार प्राप्त नहीं है। अधिनियम की धारा 33 सी(2) के अन्तर्गत भी श्रम न्यायालय अथवा औद्योगिक न्यायाधिकरण वेतन संबंध क्लेम को

जब तक नहीं लेते हैं जब तक कि इस संबंध में किसी न्यायालय से अवार्ड पारित नहीं हो जाता क्योंकि श्रमिक का वेतन नियोजक के यहां विवादग्रस्त हो गया है और विवाद का निपटारा अधिनियम के अन्तर्गत श्रम न्यायालय अथवा ट्रिब्यूनल को रेफरेंस के माध्यम से पारित करके ही किया जा सकता है। ऐसी स्थिति में अधिनियम की धारा 33 सी (2) के अन्तर्गत श्रमिक के वेतन का क्लेम सुनने का अधिकार श्रम न्यायालय अथवा औद्योगिक न्यायाधिकरण को नहीं है, इस संबंध में माननीय सर्वोच्च न्यायालय का निर्णय म्यूनिसिपल कॉर्पोरेशन बनाम गणेश, रजाक व अन्य 1995(1) एल.एल.जे. 395 है और प्रार्थना की है कि प्रार्थी को नियोजक से दि. 25.03.2000 से 05.07.2001 तक का शेष वेतन 44000/-रु. मय खर्चा मुकदमा दिलवाया जावे।

3-अप्रार्थी नियोजक की ओर से उक्त क्लेम का जवाब प्रस्तुत कर यह प्रतिवाद किया गया है कि प्रतिपक्षी की माईन्स में प्रार्थी द्वारा नियमित तौर पर कोई कार्य नहीं किया है बतौर मजदूरी कार्य के लिए प्रतिपक्षी के मुंशी के पास जिस दिन भी वह कार्य करता है, उसकी समुचित राशि प्रतिपक्षी के मुंशी द्वारा उसी दिन सांयकालीन भुगतान कर दी जाती है, प्रार्थी की किसी प्रकार से कोई भी राशि प्रतिपक्षी पर देय नहीं बनती है और न ही प्रतिपक्षी द्वारा प्रार्थी को माईन्स पर कार्य करने हेतु नियोजित किया गया, न ही दि. 25.03.2000 से 05.07.2001 तक प्रार्थी द्वारा कार्य किया है, इसलिए प्रतिपक्षी से प्रार्थी किसी भी प्रकार से कोई भी राशि को प्राप्त करने का अधिकारी नहीं है और प्रार्थना की है कि प्रार्थी का क्लेम प्रार्थना पत्र सव्यय खारिज किया जावे।

4-साक्ष्य में प्रार्थी की ओर से स्वयं व अप्रार्थी की ओर से ओम सिंह के शपथ-पत्र प्रस्तुत हुए जिनसे परस्पर जिरह की गयी। प्रार्थी की ओर से दस्तावेजी साक्ष्य भी प्रस्तुत की गयी जिसका यथासमय उल्लेख किया जावेगा।

5-उभयपक्ष की बहस अंतिम सुनी गई जो की उनके द्वारा प्रस्तुत न्यायिक दृष्टांतों के अनुरूप ही रही है।

6-हस्तगत प्रकरण में न्यायालय को यह देखना है कि क्या प्रार्थी श्रमिक को अप्रार्थी दिनांक 25.03.2000 से 05.07.2001 तक की कार्य अवधि के शेष वेतन 44000/-रु. का भुगतान नहीं किया जाना उचित एवं वैध है अथवा नहीं?

7-इस प्रकार उपरोक्त साक्ष्य के विवेचन से यह प्रकट हो रहा है कि प्रार्थी द्वारा 25.03.2000 से 05.07.2001 तक निरंतर अप्रार्थी के नियोजन में कार्य करने एवं अप्रार्थी द्वारा उक्त अवधि के बकाया वेतन 44000/-रु. का भुगतान नहीं करने का कथन किया गया है। इसके विपरीत अप्रार्थी की ओर से प्रार्थी के उक्त कथनों का खण्डन किया गया है और यह स्पष्ट किया गया है कि प्रार्थी उनके यहां नियमित तौर पर कोई कार्य नहीं करता था बल्कि बतौर मजदूरी कार्य के लिए प्रतिपक्षी के मुंशी के पास जिस दिन भी कार्य करता, उसकी समुचित राशि प्रतिपक्षी के मुंशी द्वारा उसी दिन दे दी जाती थी एवं प्रार्थी ने उनके यहां दिनांक 25.03.2000 से 05.07.2001 तक कार्य नहीं किया है। हस्तगत प्रकरण में प्रार्थी द्वारा जो साक्ष्य पेश की गई है उसमें प्रदर्श डब्ल्यू 1 एवं डब्ल्यू 2 प्रार्थी को अप्रार्थी द्वारा भुगतान करने का रिकॉर्ड, प्रदर्श डब्ल्यू 3 प्रार्थी का सहायक श्रम आयुक्त के समक्ष पेश प्रार्थना पत्र दि. 10.01.2005, प्रदर्श डब्ल्यू 4 अप्रार्थी का जवाब प्रार्थना पत्र, प्रदर्श डब्ल्यू 5 प्रार्थी का प्रत्युत्तर, प्रदर्श डब्ल्यू 6 असफल वार्ता प्रतिवेदन है।

प्रार्थी ने दि. 25.03.2000 से 05.07.2001 तक अप्रार्थी के यहां कार्य करने संबंध में अपने स्टेटमेंट ऑफ क्लेम में कथन किया है कि “श्रमिक जितना रोजाना काम करता था, नियोजक का मुंशी रोजाना उसकी पर्चियां लिखकर उसे देता था उनमें से अधिकांश पर्चियां श्रमिक के पास मौजूद हैं” किन्तु प्रार्थी द्वारा पत्रावली पर जो दस्तावेजी साक्ष्य पेश की गई है उसमें प्रदर्श डब्ल्यू 1 लगायत डब्ल्यू 6 में प्रार्थी द्वारा अप्रार्थी के नियोजन में कार्य करने संबंध कोई पर्ची नहीं है एवं प्रार्थी द्वारा पेश प्रदर्श डब्ल्यू 1 एवं डब्ल्यू 2 अप्रार्थी द्वारा प्रार्थी को भुगतान करने का रिकॉर्ड है जिसके संबंध में अप्रार्थी द्वारा दौरान जिरह स्वीकार किया है कि प्रदर्श डब्ल्यू 1 व डब्ल्यू 2 पर उसके ही हस्ताक्षर हैं एवं प्रार्थी द्वारा दौरान जिरह अपने स्टेटमेंट ऑफ क्लेम में किए गए कथन कि कार्य की पर्चियां श्रमिक के पास हैं, के विपरीत कथन किया गया है कि “जो हमने काम किया था उसकी पर्ची उसके पास न होकर मुंशी के पास है।” इस प्रकार प्रार्थी श्रमिक द्वारा स्वयं ही कार्य के रिकॉर्ड के संबंध में विरोधाभासी कथन किए गए हैं। इसके अतिरिक्त प्रार्थी द्वारा प्रस्तुत प्रदर्श डब्ल्यू 4 जो कि अप्रार्थी द्वारा सहायक श्रम आयुक्त के समक्ष प्रस्तुत जवाब प्रार्थना पत्र की प्रति है उसमें अप्रार्थी ने ए से बी भाग में यह स्वीकार किया है “प्रार्थी 24.03.2000 से प्रतिपक्षी के नियोजन में था” किन्तु ई से एफ भाग में यह कथन किया है कि “जितने दिनों के हिसाब से फर्सी फाड़ने कार्य किया, उसका बनने वाला वेतन प्रार्थी को, प्रतिपक्षी द्वारा अदा कर दिया है”। प्रदर्श डब्ल्यू 4 में अप्रार्थी के द्वारा किए गए कथनों से भी यह स्पष्ट नहीं होता है कि प्रार्थी ने अप्रार्थी के नियोजन में दि. 25.03.2000 से 05.07.2001 तक कितने दिन कार्य किया गया है एवं प्रार्थी द्वारा अप्रार्थी के नियोजन में 3750/-रु. मासिक वेतन होने के संबंध में कोई साक्ष्य पेश नहीं किए गए हैं जिससे प्रार्थी का वेतन 3750/-रु. होना भी विवादग्रस्त हो जाता है। वांछित अनुतोष प्राप्त करने के लिए प्रार्थी श्रमिक को अपनी साक्ष्य से यह सिद्ध करना आवश्यक है कि प्रार्थी ने उसके द्वारा वर्णित कार्य अवधि दि. 25.03.2000 से 05.07.2001 तक अप्रार्थी के नियोजन में कार्य किया हो एवं उसका मासिक वेतन 3750/-रु. हो, किन्तु प्रार्थी द्वारा प्रस्तुत उपरोक्त साक्ष्य से यह सिद्ध नहीं होता है कि प्रार्थी ने दि. 25.03.2000 से 05.07.2001 तक अप्रार्थी के नियोजन में कब से कब तक कार्य किया है। प्रकरण में प्रार्थी की ओर से हाजरी रजिस्टर, मस्टरोल, पे-स्लिप/वेतन पर्ची इत्यादि दस्तावेज भी प्रस्तुत नहीं किए गए हैं। प्रार्थी श्रमिक पर काम करने के तथ्य को साबित करने का जो भार है, उसमें प्रार्थी पक्ष द्वारा केवल मात्र अपने शपथ-पत्र में यह लिख देना कि प्रार्थी श्रमिक ने दि. 25.03.2000 से 05.07.2001 तक लगातार काम किया एवं उसका वेतन अप्रार्थी के नियोजन में 3750/-रु. मासिक हो, पर्याप्त नहीं होगा, अपितु उन्हें किसी ठोस मौखिक एवं प्रलेखीय/दस्तावेजी साक्ष्य से इस तथ्य को साबित करना होगा जिससे कि यह तथ्य सम्पुष्ट हो सके। परन्तु हस्तगत प्रकरण में पत्रावली पर उपलब्ध साक्ष्य से प्रार्थी श्रमिक यह तथ्य साबित करने में पूर्णतया असफल रहा है कि उसके द्वारा बताई गई कार्य अवधि दि. 25.03.2000 से 05.07.2001 तक कब से कब तक कितने कार्य किया है एवं उसका वेतन 3750/-रु. प्रतिमाह के हिसाब से 44,000/-रु. वेतन बकाया हो। इसके विपरीत पत्रावली उपलब्ध साक्ष्य प्रदर्श डब्ल्यू 1 व डब्ल्यू 2 एवं प्रार्थी के जिरह के दौरान किए गए कथनों से अप्रार्थी पक्ष के कथन अधिक विश्वसनीय प्रतीत होते हैं कि प्रार्थी ने जितने दिन अप्रार्थी के यहां कार्य किया है उसका भुगतान अप्रार्थी द्वारा उसी समय प्रार्थी को कर दिया गया है। ऐसे में प्रार्थी श्रमिक, अप्रार्थी से कोई अनुतोष प्राप्त करने का अधिकारी घोषित होने योग्य नहीं है एवं रेफरेंस भी इसी अनुरूप उत्तरित किया जाता है।

8-परिणामतः श्रम मंत्रालय, भारत सरकार द्वारा अपनी प्रासांगिक अधिसूचना दि. 25.04.2011 के जरिये सम्प्रेषित निर्देश/विवाद को इसी अनुरूप उत्तरित किया जाता है कि प्रार्थी श्रमिक कैलाश यह सिद्ध कर पाने में असफल रहा है कि प्रार्थी, अप्रार्थी ओमसिंह राजावत पुत्र श्री

कल्याण सिंह, माईन्स ऑनर सकतपुरा, कोटा के नियोजन में दि. 25.03.2000 से 05.07.2001 तक निरंतर अथवा कब से कब तक कार्यरत रहा है एवं कार्य करने के उपरांत प्रार्थी का अप्रार्थी के यहां 44,000/—रु. वेतन शेष हो, इसलिए प्रार्थी श्रमिक, अप्रार्थी से किसी प्रकार का अनुतोष प्राप्त करने का अधिकारी नहीं है।

(संदीप कुमार शर्मा)

न्यायाधीश

औद्योगिक न्यायाधिकरण(केन्द्रीय),कोटा(राज.)

अधिनिर्णय आज दिनांक 30.04.2025 को खुले न्यायाधिकरण में सुनाया जाकर हस्ताक्षरित किया गया जिसे नियमानुसार समुचित सरकार को प्रकाशनार्थ भिजवाया जावे।

(संदीप कुमार शर्मा)

न्यायाधीश

औद्योगिक न्यायाधिकरण(केन्द्रीय),कोटा(राज.)

नई दिल्ली, 8 सितम्बर, 2025

का.आ. 1626.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स सुकेत लाइम स्टोन के प्रबंधतंत्र के संबद्ध नियोजकों और श्री गोरधन लाल, पत्थर खान कामगार यूनियन के बीच अनुबंध में निर्दिष्ट औद्योगिक अधिकरण एवं श्रम न्यायालय, कोटा, पंचाट (रिफरेन्स नं.-(केन्द्रीय) 11/2007 (सीआईएस-68/2014)) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.09.2025 को प्राप्त हुआ था।

[सं. एल-29011/9/2007-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th September, 2025

S.O. 1626.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. (Central) 11/2007 (CIS-68/2014)**) of the **Industrial Tribunal cum Labour Court, Kota** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Suket Limestone** and **Shri Gordhan Lal, Stone Mines Workers Union** which was received along with soft copy of the award by the Central Government on 08.09.2025.

[No. L-29011/9/2007-IR(M)]

SALONI, Dy. Director

अनुलग्नक

न्यायाधीश, औद्योगिक न्यायाधिकरण (केन्द्रीय) कोटा (राज.)

पीठासीन अधिकारी: संदीप कुमार शर्मा, आर.एच.जे.एस. (जिला जज संवर्ग)

निर्देश प्रकरण क्रमांक: औ.न्या.-11/2007(सीआईएस-68/2014)

(सीएनआर-आरजेकेटी0600001982007)

दिनांक स्थापित: 17.09.2007

प्रसंग: भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश क्र. एल-29011/9/2007

आईआर(एम) दिनांक 16.07.2007

निर्देश/विवाद अन्तर्गत धारा 10(1)(घ) एवं उपधारा 2(क) औद्योगिक विवाद अधिनियम, 1947

मध्य

गोरधन लाल पुत्र श्री औंकार लाल, द्वारा महामंत्री, पत्थर खान कामगार यूनियन, बंगाली कॉलोनी, छावनी, कोटा (राज.)
.....प्रार्थी श्रमिक

एवं

प्रबंधक, मैसर्स अतिकुरहमान पुत्र श्री हाजी अब्दुल गफूर, सुकेत लाईम स्टोन पीपाखेड़ी, तहसील रामगंजमण्डी, जिला कोटा
.....अप्रार्थी नियोजक

उपस्थित

प्रार्थी श्रमिक की ओर से प्रतिनिधि:-

श्री पुरुषोत्तम दाधीच

अप्रार्थी नियोजक की ओर से प्रतिनिधि:-

श्री ललित नागर

:अधिनिर्णय:

दि: 04.06.2025

भारत सरकार, श्रम मंत्रालय, नई दिल्ली के प्रासांगिक आदेश दिनांक 16.07.2007 के जरिये निर्देश विवाद, औद्योगिक विवाद अधिनियम, 1947 (जिसे आगे "अधिनियम" से सम्बोधित किया जावेगा) की धारा 10(1)(घ) के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ सम्प्रेषित किया गया है:-

"Whether the action of the management of Sh. Attiquer Rehman S/o. Sh. Hazi Abdul Gafur, Lime Store Mines, Owner Pipakhedi, Ramganjmandi distt. Kota in terminating the service of Sh. Gordhan Lal ex Munshi, w.e.f. 01-02-2006 and denying the payment of wage from June, 2005 to 31-01-2006 is legal and just ? If not what relief the concerned workman, shri Gordhan Lal is entitled to ?"

2-उक्त विवाद के न्यायालय में रेफर होने पर पंजीबद्ध कर पक्षकारों को उपस्थिति बाबत नोटिस जारी किए गए। नोटिस की पालना में प्रार्थी श्रमिक द्वारा उपस्थित होकर अपना संशोधित स्टेटमेंट ऑफ क्लेम न्यायालय के समक्ष प्रस्तुत कर संक्षिप्ततः यह कथन किया गया है कि उसे प्रतिपक्षी नियोजक ने अपने यहां मुंशी के रिक्त पद पर दि. 01.12.1984 सेवा में नियोजित किया था। नियोजक ने श्रमिक को जून 2005 से वेतन का भुगतान नहीं किया गया, वेतन की मांग करता था तो उसे बाद में भुगतान करने की बात कहीं जाती रही। जनवरी 2006 में श्रमिक ने चढ़े हुए वेतन का भुगतान करने बाबत तकाजा किया और निवेदन किया कि उसको उसके परिवार का पालन पोषण करने में बहुत कठिनाइयां आ रही हैं साथ ही श्रमिक को दिनांक 01.02.2006 से ड्यूटी पर लेने से इन्कार कर दिया। श्रमिक दिनांक 01.02.2006 से नियोजक के यहां निरन्तर ड्यूटी हेतु प्रयास कर रहा है तथा वेतन भुगतान का तकाजा कर रहा है परंतु न तो चढ़े हुए वेतन का भुगतान किया और न श्रमिक को ड्यूटी पर लिया, इस बाबत श्रमिक ने दिनांक 22.05.2006 को रजिस्टर्ड डाक से पत्र प्रेषित किया जिसका कोई जवाब नहीं दिया गया ना ही ड्यूटी पर लिया ना ही भुगतान किया। नियोजक ने श्रमिक को दिनांक 01.02.2006 से अवैध प्रकार से नौकरी से हटा दिया है, जो कि छंटनी की परिभाषा में आता है, नौकरी से निकाले जाने से पूर्व ना तो एक माह का नोटिस दिया ना ही नोटिस वेतन दिया ना ऑफर किया और इस प्रकार अधिनियम की धारा 25 एफ का उल्लंघन किया गया है। श्रमिक ने नियोजक के यहां पर दिनांक 01.12.1984 से 31.01.2006 तक निरन्तर कार्य करके 240 दिन से अधिक समय तक कार्य किया है। अंत में प्रार्थना की गई कि श्रमिक को नियोजक से संपूर्ण पिछले वेतन सहित सेवा में बहाल किये जाने तथा जून 2005 से 31.01.2006 तक के चढ़े हुए वेतन का भुगतान मय ब्याज से कराया जावे।

3-अप्रार्थी नियोजक की ओर से स्टेटमेंट ऑफ क्लेम का जवाब प्रस्तुत कर यह प्रतिवाद किया गया है कि दिनांक 01.02.2006 से प्रार्थी ने स्वयं ही बगैर किसी प्रकार की सूचना दिये तथा कारण बताये ड्यूटी पर आना बंद कर दिया तब अप्रार्थी द्वारा दिनांक 19.05.2006 को एक नोटिस अपने अधिवक्ता के माध्यम से प्रार्थी को प्रेषित किया जो उसे प्राप्त हो गया इस नोटिस के द्वारा ही अप्रार्थी द्वारा प्रार्थी की सेवाएं समाप्त की गई थी इससे पूर्व सेवा समाप्ति के संबंध में कोई कार्यवाही नहीं की गई जो कार्यवाही सेवा समाप्ति की करी गई उसकी प्रार्थी को पूर्ण जानकारी है तथा उक्त नोटिस के माध्यम से ही उसकी बकाया वेतन को प्राप्त कर लेने के संबंध में सूचना प्रेषित की गयी थी परंतु श्रमिक कार्यालय में उपस्थित नहीं हुआ जबकि अप्रार्थी सदैव ही प्रार्थी की बकाया राशि अदा करने के लिए तैयार व तत्पर रहा है जबकि प्रार्थी अपने बकाया वेतन का भुगतान प्राप्त करने को तैयार नहीं है। प्रार्थी द्वारा स्वयं ही अप्रार्थी के यहां कार्य पर आना बंद कर दिया था जिस कारण से प्रार्थी की सेवाएं नोटिस के माध्यम से समाप्त की गई है क्योंकि प्रार्थी द्वारा ड्यूटी पर ना आने के संबंध में अप्रार्थी के यहां कोई सूचना नहीं दी गई थी ना ही इसके संबंध में कोई कारण बतलाया गया था। अंत में प्रार्थी का स्टेटमेंट ऑफ क्लेम सव्यय खारिज किये जाने का निवेदन किया।

4-साक्ष्य में प्रार्थी की ओर से स्वयं का शपथ पत्र प्रस्तुत किया गया जिससे अप्रार्थी अधिवक्ता ने जिरह की गई, अप्रार्थी की ओर से बावजूद अवसर साक्ष्य प्रस्तुत करना नहीं चाहा जिस पर अप्रार्थी साक्ष्य बंद की गयी। प्रार्थी की ओर से दस्तावेजी साक्ष्य भी प्रस्तुत की गई है जिसका यथासमय उल्लेख किया जावेगा।

5-उभयपक्ष की बहस सुनी गई जो उनकी ओर से प्रस्तुत अपने-अपने अभ्यावेदनों के अनुरूप ही रही है प्रार्थी प्रतिनिधि का मुख्य रूप से यही तर्क रहा है कि अप्रार्थी द्वारा उसे दिनांक 01.02.2006 से ड्यूटी पर लेने से इन्कार कर दिया और प्रार्थी द्वारा अप्रार्थी नियोजक के यहां दिनांक 01.12.1984 से उसकी सेवा समाप्ति से पूर्व 240 दिवस से अधिक अवधि तक कार्य किया है और अप्रार्थी की ओर से प्रार्थी को दिनांक 19.05.2006 को कोई नोटिस ड्यूटी पर आने के लिए तथा बकाया वेतन के लिए नोटिस प्रेषित नहीं किया गया है।

प्रार्थी के तर्कों के खण्डन में अप्रार्थी की ओर से कथन रहा है कि प्रार्थी द्वारा दिनांक 01.06.2006 से ड्यूटी पर नहीं आने पर दिनांक 19.05.2006 को नोटिस प्रेषित किया गया जो कि उसे प्राप्त हो गया फिर भी प्रार्थी न तो ड्यूटी पर आया ना ही उसके द्वारा उसका बकाया वेतन प्राप्त किया गया। इसके अतिरिक्त जो दस्तोवजी साक्ष्य प्रदर्श डब्ल्यू 1 पर अप्रार्थी के हस्ताक्षर नहीं हैं तथा प्रदर्श डब्ल्यू 3 जो प्रदर्शित करवाये गये हैं उस पर अप्रार्थी के हस्ताक्षर नहीं हैं साथ ही अप्रार्थी की ओर से जो जवाब प्रस्तुत किया जाना बताया गया है वह अप्रार्थी की जानकारी में नहीं है ना ही उस पर अप्रार्थी के हस्ताक्षर हैं क्योंकि अप्रार्थी की ओर से जो वकालतनामा प्रस्तुत किया गया है उसमें और प्रस्तुत जवाब में हस्ताक्षरों में भिन्नता है। ऐसे में प्रार्थी कोई अनुतोष प्राप्त करने का अधिकारी नहीं है।

6-हस्तगत प्रकरण में न्यायालय को यह देखना है कि अप्रार्थी द्वारा प्रार्थी को दिनांक 01.02.2006 से सेवा से पृथक करना उचित एवं वैध है

अथवा नहीं?

इस संदर्भ में प्रार्थी की ओर से साक्ष्य में स्वयं का शपथपत्र प्रस्तुत किया है जिनमें उसने स्टेटमेंट ऑफ क्लेम में वर्णित तथ्यों की पुनरावृत्ति की है तथा जिरह में यह कथन किया है कि वह नौकरी से छूटने के बाद कुछ नहीं करता है। सन् 2006 में उसकी उम्र 50 वर्ष के लगभग थी। यह सही है कि उसने सन् 2006 के बाद कही पर भी दूसरी जगह काम करने की कोशिश नहीं की थी और ना ही उसने किसी अन्य संस्थान में काम करने के लिए आवेदन किया। उसने नौकरी के लिए आवेदन इसलिए नहीं किया कि 50 साल की उम्र में नौकरी पर कौन लगायेगा। उसको अन्य संस्थान में कार्य करने के लिए 50 साल उम्र हो जाने के कारण मना नहीं किया गया क्योंकि वह कार्य के लिए किसी अन्य संस्थान में गया ही नहीं। उसे 8 महीने की सैलरी नहीं दी गई है उसके पूर्व का वेतन उसे प्राप्त हो चुका है। यह कहना गलत है कि अप्रार्थी ने उसे काम पर आने के लिए नोटिस दिया हो। वह मुंशी का काम करता था। यह सही है कि मुंशी के पद पर काम करता था ऐसा दस्तावेज पत्रावली में पेश किया है जो फोटो प्रति है। प्रदर्श डब्ल्यू 1 पर अप्रार्थी के हस्ताक्षर नहीं हैं परन्तु केवल उसके हस्ताक्षर हैं। उसने कोई प्रार्थना पत्र दिनांक 01.02.2006 को ड्यूटी पर लेने के सम्बन्ध में कोई पेश नहीं किया था। अजखुद कहा कि अप्रार्थी ने मौखिक रूप से मना कर दिया था। मौखिक रूप से ड्यूटी पर लेने के लिए उसे दिनांक 31.01.2006 को मना कर दिया था, इसके बाद उसने काम पर लेने के लिए कोई प्रार्थना पत्र नहीं दिया था और ना ही बकाया वेतन के लिए कोई पत्र नहीं दिया था। उसकी उपस्थिति ली जाती थी। यह सही है कि उपस्थिति का कोई दस्तावेज या रजिस्टर पत्रावली में पेश नहीं किया है। यह सही है कि 1 वर्ष में 240 दिन अप्रार्थी के यहा काम करने के सम्बन्ध में दस्तावेज पेश नहीं किया है। उसके पास दस्तावेज उपलब्ध नहीं है। यह सही है कि उसने उक्त दस्तावेज अप्रार्थी से मांगे भी नहीं है। यह सही है कि उसको हटाने के बाद उससे कनिष्ठ कर्मचारियों को ड्यूटी पर रखा लिया हो एवं ऐसी कोई सूची उसने पेश नहीं की है और ना ही उसे ऐसे कनिष्ठ कर्मचारियों के नाम याद नहीं है।

7—हस्तगत प्रकरण में सर्वप्रथम अप्रार्थी की इस आपत्ति का निस्तारण किया जाना अत्यंत आवश्यक है कि प्रार्थी द्वारा जो क्लेम का जवाब प्रस्तुत किया गया है, जो अधिकार पत्र पूर्व में दिया गया है तथा एडी प्रदर्श 3 पर जो हस्ताक्षर हैं वह उसके नहीं हैं ना ही वह उसके ज्ञान में हैं और उक्त सभी दस्तावेजों पर अंकित हस्ताक्षर उसके वकालतनामा जिसमें उसके द्वारा ललित नागर को प्रतिनिधि नियुक्त किया है, में अंकित हस्ताक्षर मेल नहीं खाने का कथन किया है, इसके अतिरिक्त समझौता अधिकारी के समक्ष जो जवाब प्रस्तुत किया गया है, उसपर उसके हस्ताक्षर नहीं होने का कथन किया है, ऐसे में उक्त समस्त दस्तावेजात में अंकित तथ्यों को रिकार्ड पर नहीं रखा जावे और उसे अप्रार्थी की ओर से किये गये अभिवचनों के रूप में नहीं माना जावे, जबकि इस संबंध में आज दिनांक तक कोई आपत्ति लिखित रूप में अप्रार्थी की ओर से प्रस्तुत नहीं की गयी है कि उसकी ओर से उक्त उक्त समस्त दस्तावेजात जिसमें जवाब स्टेटमेंट ऑफ क्लेम, रजिस्टर्ड ए.डी. पर उसके हस्ताक्षर नहीं हैं। अप्रार्थी द्वारा श्री दीपक कलवार को दिनांक 17.03.2008 को अधिकार पत्र दिया जाकर हस्तगत प्रकरण में पैरवी करने हेतु अधिकृत किया गया है जिस पर स्वयं के हस्ताक्षर अंकित किये हैं, जिसके अनुक्रम में दिनांक 31.08.2012 को स्टेटमेंट ऑफ क्लेम का जवाब प्रस्तुत किया गया है। इससे पूर्व समझौता अधिकारी के यहां भी उसकी ओर से जवाब प्रस्तुत किया गया है। यदि अप्रार्थी की इस तरह की आपत्ति रही है कि उसके जवाब स्टेटमेंट ऑफ क्लेम में अंकित हस्ताक्षर, एडी प्रदर्श 3 पर अंकित हस्ताक्षर वकालतनामा पर अंकित हस्ताक्षर से मेल नहीं खाते हैं तथा वह हस्ताक्षर उसके हैं ही नहीं तो इस संबंध में अप्रार्थी के द्वारा समय रहते आपत्ति की जानी चाहिए थी या उन हस्ताक्षरों को मिलान करवाये जाने हेतु या हस्तलिपि विशेषज्ञ से मिलान करवाये जाने हेतु प्रार्थना पत्र न्यायालय में प्रस्तुत किया जाना चाहिए था परंतु ऐसी कोई प्रार्थना प्रार्थी की ओर से नहीं की गयी है। इसके अतिरिक्त यदि अप्रार्थी का यही कथन रहा है कि उक्त दस्तावेज पर उसके हस्ताक्षर नहीं हैं और श्री दीपक कलवार द्वारा बिना उसकी जानकारी के मिलीभगत कर उसकी ओर से न्यायाधिकरण में जवाब प्रस्तुत कर दिया गया तो संबंधित प्रतिनिधि श्री दीपक कलवार के विरुद्ध सम्यक कार्यवाही किये जाने हेतु प्रार्थना पत्र उपयुक्त अर्थोर्ति को प्रस्तुत किया जाना चाहिए था परंतु ऐसा भी कोई कदम अप्रार्थी की ओर से नहीं उठाया गया और प्रकरण की अन्तिम स्टेज पर इस तरह की आपत्ति जाहिर की है कि उसकी ओर से प्रस्तुत जवाब व एडी पर अंकित हस्ताक्षर उसके नहीं हैं, ऐसे में यदि हर कोई प्रतिपक्षी अपने द्वारा प्रस्तुत जवाब एवं अन्य दस्तावेज पर अंकित हस्ताक्षर से मुकर जाए तो किसी भी प्रकरण का निस्तारण सम्यक रूप से किया जाना संभव नहीं हो पायेगा। इसके अतिरिक्त अप्रार्थी की ओर से जो नवीन वकालतनामा दिनांक 04.03.2025 को श्री ललित नागर को प्रतिनिधि नियुक्त किये जाने हेतु प्रस्तुत किया गया है उस पर अप्रार्थी द्वारा किस रूप में पूर्व हस्ताक्षरों जो कि वर्ष 2012 तथा उससे पूर्व के हैं, से किस रूप में भिन्नता लाते हुए हस्ताक्षर किये हैं ताकि वह आगे चलकर इस तरह की आपत्ति न्यायाधिकरण के समक्ष रख सकें, इस संभावना से भी इन्कार नहीं किया जा सकता। इसके अतिरिक्त अप्रार्थी द्वारा प्रार्थी से की गयी जिरह में भी अपने जवाब स्टेटमेंट ऑफ क्लेम तथा रजिस्टर्ड एडी पर किये गये हस्ताक्षरों के संबंध में किसी प्रकार की आपत्ति दर्ज करते हुए जिरह नहीं की गयी है अपितु 240 दिवस के संबंध में तथा अन्य साथी कर्मचारियों के नाम इत्यादि के संबंध में ही जिरह की गयी है जबकि अप्रार्थी द्वारा प्रार्थी से जिरह किये जाने का समय वह उत्तम समय था जब वह इस तरह की आपत्ति के संबंध में जिरह कर इस तथ्य के संबंध में स्पष्टता न्यायाधिकरण के समक्ष ला सकता था। ऐसे में स्टेटमेंट ऑफ क्लेम का जवाब अप्रार्थी की ओर से प्रस्तुत नहीं किया गया हो और उस पर उसके हस्ताक्षर न हो तथा रजिस्टर्ड एडी प्रदर्श डब्ल्यू. 3 पर उसके हस्ताक्षर न हो तथा समझौता अधिकारी के समक्ष उसके द्वारा कोई जवाब प्रस्तुत नहीं किया गया हो अथवा उक्त के संबंध में अप्रार्थी को कोई ज्ञान न हो, माने जाने योग्य कथन नहीं है।

पत्रावली पर आयी साक्ष्य के अनुक्रम में प्रार्थी द्वारा अपनी दस्तावेजी साक्ष्य में प्रदर्श डब्ल्यू. 1 प्रस्तुत हुआ है जिसमें मालिक का नाम मैसर्स अतिकुर्रहमान पुत्र हाजी अ.गफूर सुकेत लाइम स्टोन पीपाखेड़ी अंकित है जो कि स्वयं अप्रार्थी है, जिसमें प्रार्थी बतौर कर्मचारी के रूप में अंकित है जो कि मुंशी के रूप में कार्यरत है तथा स्थाई कर्मचारी है तथा दिनांक 01.12.1984 से अप्रार्थी के नियोजन में कार्यरत होना अंकित है। उक्त दस्तावेज से प्रमाणित है कि प्रार्थी अप्रार्थी के नियोजन में दिनांक 01.12.1984 से मुंशी के पद पर कार्यरत रहा है। इसके अतिरिक्त प्रदर्श डब्ल्यू. 2 पत्र दिनांक 22.05.2006 जो कि प्रार्थी द्वारा अप्रार्थी को प्रेषित रजिस्टर्ड पत्र है जिसमें दिनांक 01.02.2006 से ड्यूटी पर लेने से मना करने तथा जून 2005 से जनवरी 2006 तक का वेतन भुगतान करने बाबत अंकन है और ड्यूटी पर लिये जाने व बकाया वेतन दिये जाने का निवेदन किया गया है जो कि प्रदर्श डब्ल्यू. 3 के तहत अप्रार्थी को प्राप्त होने का प्रमाण है। जहां तक अप्रार्थी का यह कथन कि प्रार्थी के उक्त प्रदर्श 1 व 3 पर अप्रार्थी के हस्ताक्षर नहीं हैं, माने जाने योग्य नहीं है क्योंकि प्रदर्श 1 खान विभाग के प्रारूप के अनुसार जारी विवरणी है जिसमें अप्रार्थी फर्म का नाम अंकित है और वे समस्त विवरण अंकित है जो प्रार्थी द्वारा अपने क्लेम में अंकित किये हैं तथा अप्रार्थी द्वारा जिनका खण्डन नहीं किया है। जहां तक प्रदर्श 3 पर अप्रार्थी के हस्ताक्षर नहीं होने का अंकन है तो उक्त डाक रजिस्टर्ड डाक है जो कि पोस्ट ऑफिस के विभाग द्वारा नियत स्थान व पते पर पहुंचाई जाती है और एडी पावति स्वरूप प्रेषक को भिजवायी जाती है जिस पर किसी प्रकार का संदेह किया जाना उचित प्रतीत नहीं होता है।

प्रार्थी द्वारा अपने स्टेटमेंट ऑफ क्लेम के पेरा संख्या 1 में अप्रार्थी नियोजक के यहां दिनांक 01.12.1984 से मुंशी क्लर्क के रूप में

नियोजित होने का कथन किया है, जिसके संबंध में जवाब क्लेम में अप्रार्थी द्वारा उक्त कथनों को स्वीकार करते हुए अप्रार्थी के नियोजन में प्रार्थी की सेवा दिनांक 01.12.1984 से प्रारम्भ होना स्वीकार की गयी है। इसके अतिरिक्त प्रार्थी की ओर से स्टेटमेंट ऑफ क्लेम के पेरा संख्या 2 में जून 2005 से जनवरी 2006 तक का वेतन नहीं दिया जाना तथा अप्रार्थी द्वारा दिनांक 01.02.2006 से ड्यूटी पर लेने से मना करने का अंकन है जिसके जवाब में अप्रार्थी द्वारा यह दिया गया है कि 1 जनवरी 2006 को प्रार्थी स्वयं नौकरी छोड़कर गया है और जिसके संबंध में 19.05.2006 को एक नोटिस अधिवक्ता के माध्यम से प्रेषित करवाया गया है। हालांकि प्रार्थी द्वारा अपनी जिरह में अप्रार्थी के नियोजन में सेवा पृथकता दिनांक से पूर्व 240 दिवस तक कार्य करने का कोई दस्तावेज प्रस्तुत नहीं करने का कथन किया है परंतु उक्त जवाब से यह स्पष्ट है कि प्रार्थी ने अप्रार्थी के नियोजन में बतौर क्लर्क दिनांक 01.12.1984 से कार्य करना आरम्भ किया जो कि दिनांक 01.02.2006 को बंद किया, जिससे यह तथ्य प्रमाणित रहता है कि प्रार्थी ने उसकी सेवा पृथकता दिनांक 01.02.2006 से पूर्व अप्रार्थी के नियोजन में 12 कैलेंडर माहों में 240 दिवस से अधिक अवधि तक कार्य किया है और उक्त तथ्य अप्रार्थी के स्वयं के द्वारा दिये गये जवाब के अभिवचनों से साबित हो रहा है, जिसके प्रमाणन के लिये पृथक से किसी प्रकार की दस्तोवजी साक्ष्य की आवश्यकता नहीं रहती है। ऐसे में प्रार्थी की ओर से प्रस्तुत दस्तावेजी व मौखिक साक्ष्य से प्रार्थी का उसकी सेवा पृथकता दिनांक 01.02.2006 से पूर्व दिनांक 01.02.2005 से 31.01.2006 तक की अवधि में 12 कैलेंडर माहों में अप्रार्थी के नियोजन में 240 दिन तक लगातार कार्य करना प्रमाणित होता है, लिहाजा अप्रार्थी द्वारा अधिनियम के आज्ञापक प्रावधानों की अवहेलना कर प्रार्थी को हटाया जाना छंटनी की परिभाषा में आता है जो अनुचित व अवैध होने से प्रार्थी का स्टेटमेंट ऑफ क्लेम स्वीकार करने योग्य पाया जाता है।

इसके अतिरिक्त प्रार्थी द्वारा दिनांक 02.06.2006 को समझौता अधिकारी के समक्ष प्रतिवेदन प्रस्तुत किया गया जिसका प्रतिउत्तर अप्रार्थी द्वारा अपने क्लेम के जवाब अनुरूप प्रस्तुत कर कथन किया गया कि उसने जरिये अधिवक्ता दिनांक 19.05.2006 के प्रार्थी को नोटिस प्रेषित किया गया और ड्यूटी पर वापस आने तथा अपना हिसाब करने का अंकन किया गया। जब हम पत्रावली का समग्र रूप से अवलोकन करते हैं तो ऐसा कोई पत्र जो दिनांक 19.05.2006 को जारी किया गया हो और प्रार्थी को प्राप्त हुआ हो उपलब्ध नहीं पाया जाता है, इसके अतिरिक्त जब प्रार्थी द्वारा उक्त दिनांक 19.05.2006 को जारी पत्र अप्रार्थी से तलब करवाये जाने का प्रार्थना पत्र पेश किया तो अप्रार्थी द्वारा उक्त प्रार्थना पत्र के जवाब में स्पष्ट रूप से उक्त दिनांक 19.05.2006 का नोटिस जो जरिये अधिवक्ता उसके द्वारा प्रार्थी को प्रेषित किया गया है, उसके पावर एण्ड पजेशन में नहीं होने का कथन किया गया है, ऐसे में यह प्रमाणित नहीं रहता है कि प्रार्थी द्वारा दिनांक 19.05.2006 को ऐसा कोई पत्र प्रार्थी को ड्यूटी पर वापस आने तथा अपना हिसाब का पैसा लेने बाबत प्रेषित किया गया हो जबकि दूसरी तरह प्रार्थी की ओर से ड्यूटी पर लिये जाने तथा उसका बकाया वेतन भुगतान करने बाबत पत्र जरिये रजिस्टर्ड डाक से अप्रार्थी को प्रेषित किये जाने का कथन किया है जिसके संबंध में दस्तावेजी साक्ष्य के रूप में प्रदर्श 2 लगायत 3 प्रस्तुत कर प्रदर्शित भी करवाये हैं जो उसके क्लेम व शपथ पत्र में अंकि तथ्यों की पूर्णरूपेण ताईद करते हैं। ऐसे में अप्रार्थी द्वारा प्रार्थी को दिनांक 01.02.2006 को नौकरी से हटाये जाने का कृत्य अनफेयर लेबर प्रैक्टिस की परिभाषा में आता है क्योंकि अप्रार्थी द्वारा मूल रूप से यही कथन किया गया है कि प्रार्थी स्वयं नौकरी का परित्याग करके गया है और जिसको बुलाने का पत्र प्रार्थी को अप्रार्थी द्वारा प्रेषित किया गया है, परंतु ऐसा कोई पत्र अप्रार्थी साक्ष्य में प्रस्तुत नहीं कर सका है, जो कि उपरोक्त विवेचन से प्रमाणित नहीं रहता है।

8—अब जहाँ तक प्रार्थी के अनुतोष का प्रश्न है, न्यायालय ने अप्रार्थी नियोजक द्वारा अधिनियम के आज्ञापक प्रावधानों का उल्लंघन करके प्रार्थी के सेवा पृथककरण को अवैध मान लिया गया है। अब चूंकि हस्तगत प्रकरण में प्रार्थी ने अपने दिनांक 27.05.2025 को लेखबद्ध बयानों में अपनी उम्र 70 वर्ष बताई है जोकि निश्चित रूप से अप्रार्थी के नियमानुसार अधिवाषिकी आयु को प्राप्त कर चुका है एवं प्रार्थी को सेवा पृथकता से लगभग 19 वर्ष हो चुके हैं किन्तु इसके साथ ही न्यायालय के ध्यानान्तर्गत यह तथ्य भी महत्वपूर्ण है कि प्रार्थी ने अपने प्रकरण सम्बन्धी एक लम्बी कानूनी लड़ाई लड़ी है इस दौरान उसको आर्थिक व मानसिक वेदना भी झेलनी पड़ी है। अतः प्रकरण के समस्त तथ्य, परिस्थितियों व **Nagar Parishad, Kota at present Nagar Nigam, Kota through its Commissioner Vs. Sita Ram Son of Shri Kalu Lal through Secretary, Raj. Trade Union & Legal Advisor, Nagar Parishad Employees Union, Kota & Ors.-S.B. Civil Writ Petition No.7064/2008 Date of Order 01/04/2022** न्यायिक दृष्टांत में प्रकट किये गये अभिमत को दृष्टिगत रखते हुए प्रार्थी को समस्त आनुषंगिक लाभों के अनुतोष के स्थान पर क्षतिपूर्ति स्वरूप एक मुश्त 2,50,000/—रु. (अक्षरे दो लाख पचास रुपये) की राशि अप्रार्थी से दिलवाया जाना न्यायोचित प्रतीत होता है साथ ही अप्रार्थी द्वारा समझौता अधिकारी के समक्ष प्रस्तुत जवाब में भी प्रार्थी को जून 2005 से 31.01.2006 तक के वेतन भुगतान को अदा करने हेतु नोटिस दिनांक 19.05.2006 प्रेषित कर तैयार व तत्पर होना अभिकथित किया है और यह कथन किया है कि प्रार्थी ही उसे प्राप्त करने अप्रार्थी के पास नहीं आया है जबकि उक्त दिनांक 19.05.2006 को नोटिस जारी नहीं किया जाना उपरोक्त विवेचन से प्रमाणित रहता है, ऐसे में प्रार्थी जून 2005 से 31.01.2006 तक का वेतन भी अप्रार्थी से प्राप्त करने का अधिकारी है और प्राप्त रेफ्रेन्स भी इसी अनुरूप उत्तरित होने योग्य है।

परिणामतः भारत सरकार, श्रम विभाग द्वारा अपनी प्रासांगिक अधिसूचना दि. 16.07.2007 के जरिये सम्प्रेषित निर्देश/विवाद को इसी अनुरूप उत्तरित किया जाता है कि प्रार्थी श्रमिक गोरधन लाल को अप्रार्थी नियोजक अतिकुर्रहमान पुत्र श्री हाजी अब्दुल गफूर, लाईम स्टोन माईन्स मालिक, पीपाखेड़ी, रामगंजमण्डी, जिला कोटा द्वारा दिनांक 01.02.2006 से सेवा से पृथक करना उचित एवं वैध नहीं है। अतः प्रार्थी श्रमिक समस्त आनुषंगिक लाभों के अनुतोष के स्थान पर क्षतिपूर्ति स्वरूप एक मुश्त रुपये 2,50,000/—(अक्षरे दो लाख पचास रुपये) की राशि अप्रार्थी नियोजक से प्राप्त करने का अधिकारी है। इसके अतिरिक्त प्रार्थी जून 2005 से 31.01.2006 तक का वेतन भी अप्रार्थी से प्राप्त करने का अधिकारी है। उक्त क्षतिपूर्ति राशि 2,50,000/—(अक्षरे दो लाख पचास रुपये) अप्रार्थी द्वारा आज से दो माह में प्रार्थी श्रमिक को अदा की जाएगी, दो माह में राशि अदा नहीं किए जाने पर अधिनिर्णय/आदेश की दिनांक से इस राशि पर 7 प्रतिशत प्रतिवर्ष की दर से अदायगी तक ब्याज भी प्रार्थी, अप्रार्थी नियोजक से प्राप्त करने के अधिकारी भी होगा।

(संदीप कुमार शर्मा)

न्यायाधीश

औद्योगिक न्यायाधिकरण (केन्द्रीय), कोटा

अधिनिर्णय आज दि. 04.06.2025 को खुले न्यायालय में सुनाया जाकर हस्ताक्षरित किया गया जिसे नियमानुसार समुचित सरकार को प्रकाशनार्थ भिजवाया जावे।

(संदीप कुमार शर्मा)

न्यायाधीश

औद्योगिक न्यायाधिकरण (केन्द्रीय), कोटा

नई दिल्ली, 8 सितम्बर, 2025

का.आ. 1627.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बोकारो स्टील प्लांट सेल और अन्य के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, धनबाद, पंचाट (रिफरेन्स नं.-08/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.09.2025 को प्राप्त हुआ था।

[सं. एल-26011/31/2018-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th September, 2025

S.O. 1627.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 08/2019**) of the **Central Government Industrial Tribunal cum Labour Court-1, Dhanbad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Bokaro Steel Plant of SAIL and others** and **Their workman** which was received along with soft copy of the award by the Central Government on 08.09.2025.

[No. L-26011/31/2018-IR(M)]

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. 08/2019

Employer in relation to the management of Bokaro Steel Plant of SAIL and others.

AND.

Their workman.

Present: **Shri Sachindra Kumar Pandey**

Presiding Officer

Appearances:

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

For the workman. :- Sri D.C. Gohain, Representative

For Manoj Enterprises:- Sri Manoj Upadhyay, In person

State : Jharkhand.

Industry:-Steel Plant

Dated 21/07/2025

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-26011/31/2018-IR(M) dated 07/01/2019 has been pleased to refer the following dispute between the employer i.e. management of M/s Bokaro Steel Plant of SAIL and other and their workman through General Secretary, Jharkhand Krantikari Mazdoor Union, B.S. City, Bokaro for adjudication by this Tribunal:

SCHEDULE

“Whether the action of the management of M/s Manoj Enterprises for retrenchment of 45 contract workers (Annexure-A) engaged in the Stores Department of Bokaro Steel Plant of SAIL, Bokaro without notice/payment of notice pay and retrenchment compensation and denial to reinstate contract workers, is proper and justified? If not, to what relief the concerned workers are entitled to?”

LIST OF WORKMEN

Sl. No.	Name	Father's Name	Permanent Address
1.	Manoj Kumar Gorain	Sri Prasad Ram Gorain	Vill-Kalapathar, P.O-Chiksita, PS, Chas, Distt- Bokaro
2.	Mahto Anath	Late. Hakim Mahto	Vill-Kalapathar, P.O-Chiksita, PS, Chas, Distt- Bokaro
3.	Devi Lal Mahto	Late Malku Mahto	Vill-Kalapathar, P.O-Chiksita, PS, Chas, Distt- Bokaro
4.	Rup Lal Gorain	Sri. Banshi Gorain	Vill-Kalapathar, P.O-Chiksita, PS, Chas, Distt- Bokaro
5.	Mukund Gope	Late Bhadari Gope	Vill-Kalapathar, P.O-Chiksita, PS, Chas, Distt- Bokaro
6.	Raj Kishore Rai	Late Dashrath Rai	Vill-Purasakura, P.O-Chainpur, PS-Gariakoti, Distt- Siwal
7.	Abhi Singh	Sri. Pran Singh	Vill-Tiro, P.O-Pathuria, PS-Jaridih, Distt-Bokaro
8.	Budhan Singh	Late Bhadru Singh	Vill-Tiro, P.O-Pathuria, PS-Jaridih, Distt-Bokaro
9.	Faku Kramkar	Late Haradhan Kramkar	Vill-Tiro, P.O-Pathuria, PS-Jaridih, Distt-Bokaro
10.	Dubraj Singh	Late Fagu Singh	Vill-Tiro, P.O-Pathuria, PS-Jaridih, Distt-Bokaro
11.	Azadi Kumar	Late Moti Singh	Vill-Amyua, P.O-Kajlsari, PS+Distt-Jahanabad, Bihar
12.	Yamuna Singh	Late Roshan Singh	Vill-Tiro, P.O-Pathuria, PS-Jaridih, Distt-Bokaro
13.	Shibu Singh	Sri Aghanu	Vill-Dharampura, P.O-Radhanaga, PS-Balidih, Distt- Bokaro
14.	Kishun Singh	Late Banshi Singh	Vill-Bhandargora, P.O-Jainamore, PS-Jaridih, Distt- Bokaro
15.	Josaph Lakara	Late Bishram Lakara	Vill-Jamgai, P.O-Jamgai, PS-Bandara, Distt-Bokaro
16.	Amrit Singh	Sri Sarju Singh	Vill-Bhandargora, P.O-Jainamore, PS-Jaridih, Distt- Bokaro

17.	Ravi Singh	Newa Singh	Vill-Dharampura, P.O-Radhanaga, PS-Balidih, Distt- Bokaro
18.	Bishu Singh	Late Jagu Singh	Vill-Dharampura, P.O-Radhanaga, PS-Balidih, Distt- Bokaro
19.	Pedku	Late Lalu Singh	Vill-Dharampura, P.O-Radhanaga, PS-Balidih, Distt- Bokaro
20.	Ajay Kumar Ghatwar	Dhrub Singh	Vill-Tiro, P.O-Pathuria, PS-Jaridih, Distt- Bokaro
21.	Sampat Singh	Late Darshan Singh	Vill-Dharampura, P.O-Radhanaga, PS-Balidih, Distt- Bokaro
22.	Dileshwar Singh	Late Panu Singh	Vill-Dharampura, P.O-Radhanaga, PS-Balidih, Distt- Bokaro
23.	Bigan Singh	Late Panu Singh	Vill-Dharampura, P.O-Radhanaga, PS-Balidih, Distt- Bokaro
24.	Arjun Manjhi	Hari Manjhi	Vill-Khutari Rangachutu, PS-Jaridih, Distt- Bokaro
25.	Kartik	Late Bhakur Singh	Vill-Dharampura, P.O-Radhanaga, PS-Balidih, Distt- Bokaro
26.	Bhrigu Nath Verma	Sri Ramprit Verma	Vill-Baijnath Chhapra, P.O-Raniganj, PS-Bairiya, Distt- Balua
27.	Jyotilal Singh	Late Khudu Singh	Vill-Dharampura, P.O-Radhanaga, PS-Balidih, Distt- Bokaro
28.	Basudeo Hasda	Late Ganesh Manjhi	Vill-Partand, P.O-Bandhdih, PS-Jaridih, Bokaro
29.	Kanhai Singh	Late Bholu Singh	Vill-Bhandargora, P.O-Jainamore, PS-Jaridih, Distt- Bokaro
30.	Mothan Manjhi		Vill-Khadari, Rangughutu, PS-Jaridih, Bokaro
31.	Mahabir Manjhi	Adhnu Manjhi	Vill-Banddih Kochagora, P.O-Bandhdih, PS-Jaridih, Distt-Bokaro, Jharkhand

32.	Raj Kumar Singh	Sri Kailash Singh	Vill-Dharampura, P.O-Radhanaga, PS-Balidih, Distt- Bokaro
33.	Shaileshtine Guria	Late Niral Guria	Vill-Bhendra, P.O-Barda, Distt- Khuti
34.	Santoshi Lakra	Josaph Lakra	Kurmidih Kabin Toli, P.O- Railway Colony, P.S-Balidih, Distt-Bokaro
35.	Kapra Devi	Shrigunath Verma	Gaiman Colony Fabrication Road, Bangali Hotel, P.S.- Marafari, Distt-Bokaro
36.	Dulari Devi	Late Ganesh Manjhi	Vill-Partand, P.O-Bandhdih, PS-Jaridih, Distt- Bokaro
37.	Nirmala Devi		Vill-Birsadam, P.O-Gangiari, PS-Jaridih, Distt- Bokaro
38.	Shaktipad Gorain	Sri Nivaran Gorain	Vill-Harila Goda, P.O-Dudhigajar, PS-Chas(M), Distt- Bokaro
39.	Sahdeo Hasda	Sri Ratan Manjhi	Vill-Baradih, P.O-Bandhdih, P.S.-Jaridih, Distt-Bokaro
40.	Sukhdeo Pal	Naayan Pal	Vill-Dubara, P.O-Dubara, PS-Para, Distt- Purulia
41.	Dilip Singh	Sri Jagat Singh	Vill-Tiro, P.O-Pathuria, PS-Jaridih, Distt- Bokaro
42.	Dhiran Kumar Singh	Late Kapil Singh	Vill+P.O-Karharia, P.S-Balidih, Distt-Bokaro
43.	Shambhu Singh	Sri Panchu Singh	Vill-Bhandargora, P.O-Jainamore, PS-Jaridih, Distt- Bokaro
44.	Bhola Singh	Late Ledu Singh	Vill-Bhandargora, P.O-Jainamore, PS-Jaridih, Distt- Bokaro
45.	Ajit Marandi	Late Amin Marandi	Vill-Asansol, Simultand, P.O- Jagidih, P.S-Chandankiyari, Distt-Bokaro

2. The case of the workman is that the union raised an Industrial Dispute vide its statement of demand dated 29.11.2016 for which the issues pertaining to the unlawful retrenchment of 45 contract workers working in Stores Department of SAIL, Bokaro Steel Plant were raised before the Asstt. Labour Commissioner(Central) & Conciliation Officer, Dhanbad and on receipt of the same the Conciliation Officer took up the issue with the General Manager (P&A) SAIL, Bokaro Steel Plant vide letter dated 26.12.2016 whereby the management was asked to furnish their comments in respect of letter dated 29.11.2016 and at the same time some information was sought from the union as well for holding conciliation proceedings on the date fixed but even after several sittings the settlement could not be arrived accordingly the Conciliation Officer sent a Conciliation failure report u/s 12(4) of the I.D. Act to the Ministry of Labour & Employment, Govt. of India on 31.10.2018 and thereafter the Appropriate Govt. vide

No. L-26011/31/2018-IR(M) dated 07.01.2019 referred the dispute to Central Govt. Industrial Tribunal cum Labour Court No.1, Dhanbad for adjudication with the following schedule:-

“Whether the action of the management of M/s Manoj Enterprises for retrenchment of 45 contract workers (Annexure-A) engaged in the Stores Department of Bokaro Steel Plant of SAIL, Bokaro without notice/payment of notice pay and retrenchment compensation and denial to reinstate contract workers, is proper and justified? If not, to what relief the concerned workers are entitled to?”

It is further case of the workman that all the 45 said contract workers continued to work under the contractor M/s. Manoj Enterprises from the year 2004 to 2010 and thereafter they were deployed with M/s. Anil Kumar, a contractor from the period April 2010 to 2013 carrying out the same job on the same place of work. The contract workers got engaged again with M/s. Manoj Enterprises from the year 2013 till their services were dispensed with the contractor while the validity of work order was till 17.08.2016. The services of the listed workmen were terminated even when their Gate Passes were valid and before termination no notice was served to them by the contractor violating Section 25(N) & 25(F) of the Industrial Dispute Act, 1947 which otherwise led to illegal retrenchment. In addition to the above, M/s Manoj Enterprises was also to comply the provisions contained under section 25(N)(1) (a), (b), (c) and 25(F) of the Industrial Disputes Act 1947.

3. On the other hand the management filed W/S cum rejoinder on 27.11.2019 submitting that the present reference is not maintainable and the management of Bokaro Steel Plant never appointed the workmen concerned, hence question of termination of their services by Bokaro Steel Plant does not arise. There is no employer-employee relationship exists between the parties. The job contracts are awarded to contractors for carrying out jobs of non-core nature at various departments of BSL, Bokaro through tendering process and the contractor who has been awarded contract used to deploy their workmen according to the requirement for execution of the job awarded to them and the workmen employed by them used to work under direct supervision of the contractor and therefore the contractors concerned are liable to payment of wages to their workmen.

4. On perusal of the record it further transpires that a reply dated 27.11.19 has also been filed on behalf of Manoj Enterprises submitting therein that M/s. Manoj Enterprises is a registered contractor of SAIL, Bokaro Steel Plant, and they are associated with Stores Deptt. of SAIL, Bokaro Steel Plant through various loading and unloading of materials from one point to another as per the requirement of department and they engaged the contract workers under the purview of The Contract Labour (regulation & Abolition) Act, 1970 and they are bound to pay the statutory dues as per the provisions under said Act and the Factories Act, 1948. These contract workers are governed by the Contract Labour (regulation & Abolition) Act 1970 and they do not fall within the purview of Section 25F of Industrial Dispute Act, 1947. The workers who have left the organization without information and kept the Gate Passes of the SAIL, Bokaro Steel Plant with them only, Manoj Enterprises is not in a position to pay the notice pay or retrenchment benefit as they had left as per their choice and willingness and they also did not inform either in writing or in verbal. Those workers have already been paid their earned leave wages and bonus in their individual account. As per the FOC report M/s. Manoj Enterprises has no objection to pay the notice pay as per the norms and practice in the industry to only 16 persons whose names are notified in the notice dated 11.02.2016 but they cannot pay anything to the workers who left the organization without information other than earned leave and bonus that they already paid. It has further been submitted that in the period of 2010 to 2014, M/s. Manoj Enterprises did not work continuously as the work order issued was for different period and after completion of the work order the entire salary and other statutory dues as per the applicability has already been paid to the concerned workers. From April 2010 to 2013, the workers were engaged with some M/s. Anil Kumar, for which they have no idea or knowledge. As on date M/s. Manoj Enterprises has no objection to pay the 16 workers as per notice dated 11.02.2016 and any of the work order the cost of retrenchment of notice period is not included as the work order is being issued for the fixed term and the employed person is aware of their job as per validity of the Gate Passes. The work order is issued on the JOB CONTRACT basis or tonnage basis directly linked with plant production.

5. It further transpires that a settlement was arrived at between the parties that was prepared in black and white and has been submitted before this Tribunal in FORM-H which has been placed on record on 23.02.2022 and hearing was made on the same on 10.07.2025 in the presence of the parties concerned. The recital of the settlement is as under:-

(A) The contractor Manoj Enterprises agreed to pay the notice period for 15 contract workers out of listed 45 whose names are mentioned below at the rate of wages as per skill applicable in 2016.

(B) Regarding re-employment of left over 30 contract workers, M/s. Manoj Enterprises agreed to provide employment as and when required as per skills activity in work order received from SAIL, BSL only in future if any. If the employment is available in future the requirement will be fresh request to fulfillment of all pre-employment conditions as per norms of the Principal employer.

The other party, General Secretary of, JMKU, Bokaro consented in writing for No Objection. It further transpires that both the parties put their respective signatures below the written settlement and two witnesses have also signed the same.

6. Now, as the issues have been settled between the parties and written settlement under Section 2(p) of the Industrial Dispute Act, 1947 is available on record, this case is hereby allowed in terms of settlement between the parties and the written settlement shall form part of the award. The case is disposed of. Consign the record in the record room. 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 सितम्बर, 2025

का.आ. 1628.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स बोकारो स्टील प्लांट, सेल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, धनबाद, पंचाट (रिफरेन्स नं.-38/2012) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.09.2025 को प्राप्त हुआ था।

[सं. एल-29012/11/2012-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th September, 2025

S.O. 1628.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 38/2012**) of the **Central Government Industrial Tribunal cum Labour Court-1, Dhanbad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Bokaro Steel Plant, SAIL** and **Their workman** which was received along with soft copy of the award by the Central Government on 08.09.2025.

[No. L-29012/11/2012-IR(M)]

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. 38/2012

Employer in relation to the management of M/s. Bokaro Steel Plant, SAIL, Bokaro.

AND.

Their workman.

Present: **Shri Sachindra Kumar Pandey**

Presiding Officer

Appearances:

For the Employer :- Sri D.K. Verma, Ld. Advocate.

For the workman. :- Sri C.P. Agrawal (in person)

State : Jharkhand.

Industry:-Steel Plant

Dated 28/07/2025

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-29012/11/2012-(IR(M)) dated 04/06/2012, has been pleased to refer the following dispute between the employer i.e. management of M/s Bokaro Steel Plant of SAIL and their workman through General Secretary, Bokaro Karmachari Panchayat, B.S. City, Bokaro for adjudication by this Tribunal:

SCHEDULE

“Whether the action of the management of Bokaro Steel Plant, SAIL in deducting penal rent for occupation of Qr. No. VIIIA-2255 w.e.f. Dec. 1986 to October 1990 from the wages of

Shri C.P. Agarwal, Staff No. 075855 is proper and justified? And whether the action of the management of Bokaro Steel Plan, SAIL in allegedly wrong fixing the scales of the said workman from 21/6/1979 till the date of VRS is proper and justified? What relief the workman is entitled to?"

2. The case of the applicant/workman in short as per his WS is that he was appointed on 24.11.1970 and one residential Qr. No. VIII-A 2255 D type was allotted to him and he occupied the same and started residing therein along with his family members but the management illegally started making deduction of penal rent from the wages of workman @ Rs. 477/- per month w.e.f. June 1986 without consent of workman or without any reason. The workman protested against the same but even thereafter the deduction continued and then he filed a case under Section 15(2) and (3) of the payment of wages Act before the State Labour Court, B.S. City which was awarded in favour of workman and the management was directed to refund the amount deducted from the wages of the workman. But inspite of that the management continued to deduct penal rent per month till Oct.1990 total Rs.21996/-His appeal against the said order was also dismissed. He also filed another case under Section 33A of the I.D. Act, 1947 before the State Labour Court, Bokaro raising allegations of change of service conditions by way of denial of promotion, supersession by juniors etc. which was numbered as Misc. Case No. 10/1986 and the Labour Court, Bokaro passed award in favour of the workman granting promotion to construction supervisor Gr-1 from 6.06.77, additional divisional engineer from 21.06.79, divisional engineer from 17.02.83 and zonal engineer from 30.06.87 with all consequential benefits. The management filed a writ petition against that order being CWJC No. 1485 of 1991 before the Hon'ble Patna High Court, Ranchi Bench and prayed to stay the operation of the award but he was refused and thereafter the management implemented the award and he was given promotion but illegally reduced the basic wages from Rs.881/- to Rs.850/-per month causing the workman heavy loss. As per the award, the basic wages should be Rs.950/-per month in E-1 as on 21.06.79. The workman concerned retired on VRS on 31.03.2004 and the management paid him less compensation under the VRS. He is entitled to receive total Rs. 2,28,524.82/-as well as refund of Rs.21969/-with interest from the management.

3. On the other hand the case of the management as per the written statement dated 18.01.2013 is that the present reference is not maintainable. The concerned workman is not a 'workman' under Section 2(s) of the I.D. Act, 1947. The concerned workman is holding the post of Executive and performing managerial job, as such, the present dispute is not maintainable. He is not covered under the provision of I.D. Act, 1947. The applicant C.P Agarwal also submitted V.R.S as per the Scheme of the management which was accepted and he had received all the benefits under the V.R.S Scheme as such no dispute can be raised by the concerned workman after the acceptance of the benefits. The workman was originally appointed as Construction Supervisor w.e.f. 24.11.1970. During the tenure of his service Sri C.P. Agarwal filed an application u/s 33A of the I.D. Act claiming promotion on different grades. Under Section 33A of the I.D. Act workman can file an application if his service is changed during the pendency of the reference case in which he is involved/connected and the Labour Court or Tribunal has no power to pass order/award for promotion of a workman. Surprisingly enough the Labour Court Bokaro passed an order in Misc.case No. 10/86 filed under Section 33A of the I.D. Act by Sri C.P. Agarwal wherein and whereby directed the management to promote the applicant C.P. Agarwal to the post of Construction Supervisor Grade-I w.e.f. 06.06.1977, Addl. Divisional Engineer w.e.f. 21.6.1979, Divisional Engineer w.e.f. 17.02.1983 and Zonal Engineer w.e.f. 30.06.1987. The illegal order of the Labour Court Bokaro was challenged before the Hon'ble High Court by the management in CWJC No. 1485/91. During the pendency of the writ petition the management implemented the award fully and Sri C.P. Agarwal was given all the benefits as per award including promotion and difference of wages. The Hon'ble High Court ultimately quashed the award/order of the Labour Court and then C.P. Agarwal filed SLP before the Hon'ble Supreme Court against that order but the Hon'ble Supreme Court dismissed the appeal of the applicant C.P Agarwal but taking into consideration of promoting the concerned workman during the pendency of the writ petition, the management was directed not to revert him to the lower post. The workman also received his wages and other benefits more than he was entitled but still he has filed the present case being emboldened by previous facts mentioned above. The workman is a litigant officer. He also filed M.J. Case No. 05/89 for refund of penal rent deducted by the management from December, 1986 to April, 1989 but the Labour court dismissed the same and then C.P. Agarwal preferred a writ petition being W.P.(L) No. 281/2003 which was dismissed by the Hon'ble High Court by order dated 06.11.2007. The same issue of deducting penal rent is again being raised. Sri C.P. Agarwal has accepted V.R.S. Scheme and he now retired from service and received all his benefits and therefore no claim can be preferred by him after receiving the same and the action of the management of deducting penal rent for occupying the quarter illegally is legal, proper and justified. The wages of the workman was never wrongly fixed from 21.06.1979 till the date of his V.R.S. The award of the Labour Court was quashed by the Hon'ble High Court and at last it was prayed to dismiss the reference case of the applicant.

A rejoinder dated 18/01/2013 was also filed to the w/s of the management in which the workman has denied all the claims and statement of the management submitting that the deduction of penal rent was illegal and his pay was wrongly fixed after his promotion.

4. In support of his case the workman namely Chandrika Prasad Agarwal has examined himself as WW-1.

The workman has also got Exhibited the following documents in favour of his case:-

Exhibit W-1- Xerox copy of order of P.W. Case No. 22 of 1986 of Labour Court, Bokaro Steel City dated 21.12.1988.

Exhibit W-2- Xerox copy of Judgment of Misc. Appeal No. 65 of 1989 of the 1st Addl. District Judge, Bokaro dated 13.04.2000.

Exhibit W-3- Xerox copy of Award of Misc. Case No. 10 of 1986 of the Labour Court, Bokaro Steel City dated 17.01.1991.

Exhibit W-4- Xerox copy of order of the High Court of Judicature at Patna, Ranchi Bench, Ranchi in CWJC No. 1485 of 1991(R) dated 23.09.1991.

Exhibit W-5- Xerox copy of office order dated 17/18.02.1992 issued by Bokaro Steel Plant, Personnel Department Organisation Development Section regarding pay fixation of Sri C.P Agarwal after promotion.

Exhibit W-6- Xerox copy of Allotment Order dated 23.03.1979 of Quarter No. VIII-A/2255 to C.P. Agarwal.

Exhibit W-7- Xerox copy of Circular dated 16.07.1982 of Bokaro Steel Plant, Personnel Department (Recruitment Section) for filling up the post of Assistant Divisional Engineer.

5. On the other hand the management in support of his case, has examined Ranodip Banerjee as MW-1.

The Management has also got Exhibited the following documents in favour of his case.

Exhibit M-1- Allotment Order dated 23.3.79.

Exhibit M-2- Order passed in M.J. Case No. 5/89 by the Learned Labour Court, Bokaro.

Exhibit M-3- Acceptance of VRS of the concerned workman, C.P. Agarwal.

Exhibit M-4- Office Order dated 17/18.02.1992.

Exhibit M-5- Hon'ble High Court's Order dated 5.11.2007 passed in W.P. (L) No. 2881/2003.

Exhibit M-6 –Photo copy of Office Order of Delegation of Powers of Bokaro Steel Plant

6. Heard both sides and perused the evidences on record.

7. The workman Sri C.P. Agarwal has submitted that he was appointed on 24.11.1970 and since then he was working sincerely. He was allotted a residential quarter by the management in which he started residing alongwith his family members but the management started illegally deducting penal rent from his wages @ Rs. 477/- per month w.e.f. June 1986 and thereafter he filed a case u/s 15(2) and (3) of the Payment of Wages Act for refund of the same that was allowed by the Labour Court, Bokaro Steel City but even thereafter the management continued to deduct the same. The management also filed an appeal against the said order but the same was dismissed by the Ld. A.D.J., Bokaro. The workman also filed a case u/s 33 A of the I.D. Act, 1947 before the Labour Court, Bokaro Steel City that was allowed in his favour and the management was directed for his promotion with all consequential benefits and full back wages. That order was challenged before the Hon'ble High Court but in the meantime he was promoted and Award was implemented by the management but the management illegally reduced the basic wages of the workman from Rs. 881/- to Rs. 850/- per month w.e.f. 21.06.1979 and due to which he suffered heavy financial loss. As per the award his basic wages should be Rs. 950/- per month in Grade E-I as on 21.06.1979. He is entitled to receive total Rs. 2,28,524.82/- as well as refund of Rs.21969/- with interest from the management.

8. On the other hand the Ld. Counsel of the management submitted that the present reference is not maintainable because the applicant C.P. Agarwal is not a 'workman' u/s 2(s) of the I.D. Act, 1947. He was appointed as a Construction Supervisor and he was working at Managerial Post. He further submitted that the applicant's pay has been legally fixed and penal rent was deducted because he had illegally occupied the quarter. After his taking VRS, he has been paid entire dues amount and nothing is outstanding to the management and prayed to dismiss the reference case.

9. It is important to mention that this case was decided by this Tribunal vide Award dated 27.01.2017 in favour of the workman but when the award was challenged by the management before the Hon'ble Jharkhand High Court the award was set aside vide his Lordship's order dated 06.05.2024 in W.P. (L) No. 2771 of 2017 and the case was remitted to this Tribunal again for passing fresh award and in Paragraph-16 of the Order, the Hon'ble Court has very clearly stated that whether the workman was a workman or not within the meaning of section 2(s) of the Industrial Dispute Act, 1947 was a jurisdictional issue which requires to be decided on the basis of materials available on record. Accordingly this case was remitted back before this Tribunal for passing fresh award.

10. On hearing both sides and perusing the entire materials on record this Tribunal finds that there are three issues to be decided by this Tribunal which are as follows:-

(i) Whether the applicant C.P. Agarwal is a workman u/s 2(s) of the Industrial Dispute Act, 1947?

(ii) Whether the action of the management of Bokaro Steel Plant, SAIL in deducting penal rent for occupation of Qr. No. VIIIA-2255 w.e.f. Dec. 1986 to October, 1990 from his wages is proper and justified?

(iii) Whether the management of Bokaro Steel Plant, SAIL has wrongly fixed the scales of C.P. Agarwal from 21.06.1979 till the date of VRS and if not what relief the workman is entitled to?

11. As regards the first issue, as to whether the applicant C.P. Agarwal is a workman u/s 2(s) of the I.D. Act, 1947 or not, this is a jurisdictional issue and most important to be decided first.

On this point the applicant has stated in his written statement that he was appointed on 24.11.1970 and since then he was working sincerely, honestly, efficiently without any blemish or spot all through out his service career till his retirement under VRS but he has stated nothing in the entire W/S regarding the nature of his work i.e. what work he was doing during his service period.

As regards the oral evidence, Sri C.P. Agarwal has examined himself as WW-1 and in his testimony he has deposed that he was appointed in the services of SAIL, Bokaro Steel Plant, Bokaro Steel City w.e.f. 24.11.1970 as Construction Supervisor Grade-III and the post of Construction Supervisor is a technical post for which the minimum qualification required was 3 years full time diploma in any branch of engineering which he possessed on the date of his entry in service and he was allocated the job of Technical/Engineering Work by the management and the channel of promotion was also on technical job line as per company's seniority & Promotion Rules. He was doing the Technical Job on shifts in the plant and he was neither given any power to appoint/dismiss any workman of the plant nor he was given any power to demote any workman, sanction leave as also to take any disciplinary action against any workman or the junior staff till the date of his retirement. The power of delegation as has been filed by the management in this case is only a myth having no authoritative force and was not in existence and was never acted upon during the entire period of his service. He has further deposed that he was given promotion to the post of Construction Supervisor Grade-II/Grade-I and thereafter to the Grade E-1, E-2, E-3, E-4 on technical line and when he was not given promotion in accordance with seniority, he filed a case bearing no. 10/86 before the Ld. Labour Court, Bokaro Steel City u/s 33A of the I.D. Act, 1947 and he was allowed promotion namely Construction Supervisor Grade-I w.e.f. 6.6.1977, Additional Divisional Engineer w.e.f. 21.06.1979, Divisional Engineer w.e.f. 17.02.1982 and Zonal Engineer w.e.f. 30.06.1987. He has denied that at the time of his retirement he had full power to sanction advance for purchase of conveyance, to approve TA/LTC/LLTC/Medical Bills to sanction advance for construction/purchase of lands etc, sanction payment of gratuity, reimbursement of bills, to issue show cause notice/warning imposing minor punishment for non-executives working in the department under the management company. He further stated that he worked on technical job on shifts and it was neither managerial nor administrative or supervisory.

In the cross-examination he has admitted that though he was appointed as Construction Supervisor, he was supervising and also working in construction works.

12. On perusal of the pleadings and oral evidence of the applicant Sri C.P. Agarwal it is evident that he has admitted in his testimony that he was appointed as Construction Supervisor on 24.11.1970 and later on by the order of the Court he was promoted at the post of Construction Supervisor Grade-I w.e.f. 6.6.1977, Additional Divisional Engineer w.e.f. 21.6.1979, Divisional Engineer w.e.f. 17.2.1982 and Zonal Engineer w.e.f. 30.6.1987. As regards the documentary evidence, the applicant has not adduced any documentary evidence showing his actual work done by him.

Thus the applicant has nowhere disclosed in his pleading or evidence as to what was the nature of his work and what work he was doing during his service period. Though he has submitted that he started his job on the post of Construction Supervisor and he was promoted to Zonal Engineer at the time of his VRS.

13. On the other hand the management in his W/S has stated that C.P. Agarwal is not a workman u/s 2(s) of the I.D. Act 1947 as he was holding the post of executive and was performing managerial job. He was originally appointed as Construction Supervisor w.e.f. 24.11.1970. He has also admitted that by the order of the Labour court, CP Agarwal was promoted lastly up to the post of Zonal Engineer.

The witness of the management that is MW-1, Ranodip Banerjee has stated in his testimony that Sri C.P. Agarwal was appointed as Construction Supervisor w.e.f. 24.11.1970 and he also admitted that the Labour Court, Bokaro Steel City in Misc. Case No. 10/86 gave direction to the management for promotion of C.P. Agarwal to the post of Constructor Supervisor Grade-I w.e.f. 6.6.1977, Additional Divisional Engineer w.e.f. 21.6.1979, Divisional Engineer w.e.f. 17.02.1982 and Zonal Engineer w.e.f. 30.6.1987. He has further deposed that at the time of retirement under VRS Sri C.P. Agarwal was holding the managerial and supervisory post and he was holding E-5 Grade at the time of his retirement and as such he had full power for all non-executive employees working under him in the matter of approve/confirmation of probationary period, to sanction advance for purchase of conveyance, to approve TA/LTC/LLTC/Medical Bills, to sanction advance for construction/purchase of land etc, sanction payment of gratuity, reimbursement of bills, issue show cause notice/warning imposing minor punishment. He has further stated that Sri C.P. Agarwal was not a workman.

In the cross-examination he has stated that the workman was Technical Personnel for which the candidates must have 3 years minimum experience after completing diploma, in any engineering stream. There is a line of promotion to that post and he was given power to take disciplinary action against certain staff, as per delegation. He has further deposed that the concerned workman joined in B.S. L as Construction Supervisor in the year 1970 the minimum qualification of the said post is Diploma Engineer. It is a technical post and in that line promotion is given. Post of Zonal Engineer is also a technical post.

The management has filed the separation order of Sri C.P. Agarwal which has been marked as Exhibit M-3 and on its perusal it is evident that the designation of Sri C.P. Agarwal is Sr. Manager (M/M), GU and it transpires that he was released w.e.f. 31.03.2004 from service under VRS. On perusal of the back page of this document further it transpires that the designation of C.P. Agarwal is Senior Manager, his department is GU(M/M)(505), his date of joining is 24.11.1970, his date of release is 31.03.2004 and his pay scale/grade is 18500-23900-E5 and his basic pay is Rs. 21650/-. On perusal of Exhibit M-6 which is document related to Delegation of Powers, Bokaro Steel Plant, it is evident that the employee with Senior Manager designation/equivalent (E-5) has full power for all non-executive employees regarding approval or confirmation to make arrangements for employees working under them against leave/tour, to approve reimbursement bills of photographs, uniform, stitching charges etc, to sanction advance of pay including Festival Advance, TA/LTC/LLTC etc, grant of sanction advance for construction/purchase of land/house/flat, Show cause notice/warning.

14. The applicant C.P. Agarwal, in claim of his being a workman, has also cited the judgment of the case of **S.K. Sharma Vs. Mahesh Chandra and Another** in which the **Hon'ble Apex Court** has been pleased to hold that the designation or name of the post is not decisive and the nature of work is also to be considered while deciding the workman.

In the present case the applicant C.P. Agarwal has claimed/deposed that he is a workman and he was initially appointed as Construction Supervisor and was last promoted to the post of Zonal Engineer which is also a technical post and he was not holding any supervisory or managerial post but in his entire evidence/pleading he has nowhere stated as to what work he was doing and what was the nature of his work.

In recent case of **Lenin Kumar Ray Vs. Express Publication (Madurai) Ltd.** reported in **2024 SCC Online SC 2987**, the Hon'ble Supreme Court has been pleased to hold that the law is well settled that the determinative factor for workman covered under section 2(s) of the I D Act is the principal duties and functions performed by an employee in the establishment and not merely the designation of his post and the onus of proving the nature of employment rests on the person claiming to be a workman within the definition of Section 2(s) of the I.D. Act.

Here in the instant case admittedly the employee C.P. Agarwal was appointed as Construction Supervisor and was promoted upto the post of Zonal Engineer which is purely a Managerial Post but the employee has nowhere disclosed as to what duty he was performing he has only stated generally that he was doing technical work which cannot be believed.

Section 2(s) of the I.D. Act 1947 defines workman which reads as follows:-

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

- (i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or
- (ii) who is employed in the police service or as an officer or other employee of a person, or
- (iii) who is employed mainly in a managerial or administrative capacity, or
- (iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.

15. Evidently, the employee was appointed as Construction Supervisor-III, and he was promoted to the post of Construction Supervisor Grade-I, Additional Divisional Engineer, Divisional Engineer and Zonal Engineer at the time of his Voluntary Retirement. As per Exhibit M-3 which is Separation Order (Release Order) of the employee C.P. Agarwal, he was working at the designation of Senior Manager at the time of VRS and his basic pay was Rs. 21650/- and he was enjoying Grade E-5 which is a Managerial Category Job as per Exhibit M-3 & Ext. M-6 and in the present case there is no specific document adduced by the applicant relating to the actual work and function performed by him and in the absence of any concrete material to demonstrate the nature of duties discharged by the applicant, this

Tribunal is bound to take into consideration Exhibit M-3 and Exhibit M-6 adduced from the side of the employer and as per the same, the applicant was holding the designation of Senior Manager in Grade E at the time of his retirement under VRS which is a managerial and Administrative post and secondly, even otherwise, the applicant was admittedly employed in supervisory capacity and as per Ext W-5, Ext.M-3 and Ext.M-4 it is evident that he was drawing wages more than Rs. 1600 per month at the time of his retirement under VRS.

16. On the basis of above appreciation of materials on record it is held that the applicant is not a workman as defined u/s 2(s) of the I.D. Act 1947 and so the provisions of I.D. Act, 1947 are not applicable to him.

17. Now as regards the other two issues, as this Tribunal has held that the employee is not a workman u/s 2(s) of the I.D. Act, 1947, the tribunal has no jurisdiction to decide the other two issues.

18. Considering above facts, circumstances and appreciation of evidence on record this Tribunal comes to the conclusion that the reference of the applicant C.P. Agarwal is not maintainable before this tribunal and is accordingly hereby dismissed on contest. 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 सितम्बर, 2025

का.आ. 1629.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स मंगलम सीमेंट लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और श्री भैरु के बीच अनुबंध में निर्दिष्ट औद्योगिक अधिकरण एवं श्रम न्यायालय, कोटा, पंचाट (रिफरेन्स नं.-(केन्द्रीय) 03/2012 (सीआईएस-72/2014)) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.09.2025 को प्राप्त हुआ था।

[सं. एल-29012/16/2011-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th September, 2025

S.O. 1629.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. (Central) 03/2012 (CIS-72/2014)**) of the **Industrial Tribunal cum Labour Court, Kota** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Mangalam Cement Limited** and **Shri Bhairu** which was received along with soft copy of the award by the Central Government on 08.09.2025.

[No. L-29012/16/2011-IR(M)]

SALONI, Dy. Director

अनुलग्नक

न्यायाधीश, औद्योगिक न्यायाधिकरण(केन्द्रीय)कोटा,(राज.)

पीठासीन अधिकारी— संदीप कुमार शर्मा, आर.एच.जे.एस. (जिला जज संवर्ग)

निर्देश प्रकरण क्रमांक:औ.न्या.(केन्द्रीय)—03/2012(सीआईएस—72/2014)

(सीएनआर—आरजेकेटी060000962012)

दिनांक स्थापित: 17.04.2012

प्रसंग: भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश क.

एल—29012/16/2011(आईआर(एम)) दि.23.02.2012

निर्देश/विवाद अन्तर्गत धारा 10(1)(घ) एवं उपधारा 2(क)

औद्योगिक विवाद अधिनियम,1947

मध्य

भैरु पुत्र श्री पुरीलाल मेघवाल, ग्राम मोडक, रामगंजमण्डी, कोटा

—प्रार्थी श्रमिक

एवं

फैक्ट्री मैनेजर, मै. मंगलम सीमेंट लि., मोडक, कोटा

—अप्रार्थी नियोजक

उपस्थित

प्रार्थी श्रमिक की ओर से प्रतिनिधि:—

श्री पुरुषोत्तम दाधीच

अप्रार्थी नियोजक की ओर से प्रतिनिधि:—

श्री सुरेश माथुर

::अधिनिर्णय::

दिनांक:25.03.2025

भारत सरकार, श्रम मंत्रालय, नई दिल्ली के प्रासांगिक आदेश दिनांक 23.02.2012 के जरिये निर्देश विवाद, औद्योगिक विवाद अधिनियम, 1947 (जिसे आगे "अधिनियम" से सम्बोधित किया जावेगा) की धारा 10(1)(घ) एवं उपधारा 2(क) के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ निम्नानुसार प्राप्त हुआ।

"Whether the action of the management of M/s Manglam Cement Limited, Morak, Kota in terminating the services of Shri Bheru S/o Puri Lal w.e.f.6/1/2005 is legal and justified? What relief the workman is entitled to?"

2—उक्त विवाद, न्यायाधिकरण में रेफर होने पर पंजीबद्ध कर पक्षकारों को उपस्थिति बाबत नोटिस जारी किए गए। नोटिस की पालना में प्रार्थी श्रमिक द्वारा उपस्थित होकर स्टेटमेंट ऑफ क्लेम न्यायाधिकरण के समक्ष प्रस्तुत कर संक्षिप्ततः यह कथन किया गया है कि उसे अप्रार्थी ने जून, 1983 में स्थायी रूप से नौकरी पर नियुक्त किया। प्रार्थी श्रमिक उस समय से ही प्रबंधक मंगलम सीमेंट लि., रामगंजमण्डी के यहां भली प्रकार एवं सुचारु रूप से कर्तव्यनिष्ठा से अपनी ड्यूटी कर रहा था। श्रमिक आरंभ से ही अनुशासन में रहकर तथा अपनी ड्यूटी के प्रति एवं प्रबंधक वर्ग के हित को ध्यान में रखते हुए कार्य कर रहा था। प्रबंधक वर्ग द्वारा दि. 14.12.2004 को प्रार्थी श्रमिक को आरोप पत्र दिया गया तथा प्रबंधक वर्ग द्वारा बिना विधिवत जांच किए झूठी कार्यवाही की झूठी रिपोर्ट तैयार करके प्रार्थी श्रमिक को दि. 06.01.2005 को सेवा से पृथक् कर दिया। प्रबंधक वर्ग द्वारा जांच अधिकारी नियुक्ति किया गया, जिसके द्वारा जांच की कार्यवाही की गई है वह प्रबंधक वर्ग के दबाव में रहकर निष्पक्ष कार्यवाही नहीं करके श्रमिक के विरुद्ध कार्यवाही की गई है। निष्पक्ष जांच करने के लिए प्रबंधक वर्ग द्वारा स्वतंत्र अधिकारी द्वारा जांच करवाई जानी चाहिए थी जो प्रबंधक वर्ग द्वारा नहीं की गई है अतः श्रमिक के विरुद्ध जो जांच की गई है वह निष्पक्ष नहीं है। प्रबंधक वर्ग द्वारा श्रमिक को दि. 14.12.2004 के द्वारा जो आरोप पत्र दिए गए हैं वह आरोप पत्र झूठ पर आधारित हैं। आरोप पत्र में सब तथ्य मनगढ़ंत और गलत हैं। प्रार्थी श्रमिक को इन आरोपों की कतई जानकारी नहीं दी गई तथा प्रार्थी श्रमिक को दि. 14.12.2004 को जो नोटिस दिया गया है वह नोटिस फर्जी है उस पर प्रार्थी श्रमिक के हस्ताक्षर नहीं हैं तथा प्रार्थी श्रमिक ने किसी भी नोटिस पर हस्ताक्षर नहीं किए हैं। प्रबंधक वर्ग द्वारा किसी अन्य व्यक्ति के हस्ताक्षर प्रार्थी श्रमिक के नाम से करवाए गए हैं। प्रार्थी श्रमिक के हस्ताक्षर जो नोटिस पर किए गए हैं उन हस्ताक्षरों का मिलान हस्ताक्षर विशेषज्ञ से कराए जाए। प्रार्थी श्रमिक जो खर्चा हो होगा वह अदा करने को तैयार है। प्रबंधक वर्ग द्वारा प्रार्थी के अनुशासनात्मक कार्यवाही करने लिए जो विवरण दि. 04.09.1983 से 15.12.2004 तक प्रार्थी श्रमिक के विरुद्ध प्रस्तुत किया है वह कतई गलत है तथा गलत तथ्यों पर आधारित है। उसमें सही विवरण प्रस्तुत नहीं किया गया है। यह सारी कार्यवाही प्रबंधक वर्ग के अधीन रहकर तैयार कर प्रस्तुत की गई है। उक्त कार्यवाही के प्रार्थी श्रमिक के हस्ताक्षर नहीं कराए हैं जबकी प्रत्येक गैर हाजरी पर श्रमिक के हस्ताक्षर होना अत्यंत आवश्यक है। दिनांक 01.12.2004 से 15.12.2004 तक प्रार्थी श्रमिक की पत्नी की तबीयत बहुत ज्यादा खराब होने के कारण प्रार्थी श्रमिक दि. 01.12.2004 से 15.12.2004 तक अवकाश पर रहा था। उक्त अवकाश की जांच कार्यवाही के लिए दि. 15.12.2004 को ही जांच अधिकारी की नियुक्ति प्रबंधक वर्ग द्वारा दी गई तथा जांच करते समय प्रबंधक वर्ग द्वारा कोई निष्पक्ष एवं स्वतंत्र गवाह नहीं रखा गया। जांच करते समय जांच अधिकारी कम्पनी के ही कर्मचारी थे जबकि जांच अधिकारी कम्पनी के बाहर के होने चाहिए थे। जांच करते समय सुनील कुमार टाइम कीपर एवं पीएस दाधीच विभाग इंचार्ज मौजूद थे। जांच कार्यवाही में प्रार्थी श्रमिक की अनुपस्थिति के बारे में चेतावनी दी गई तथा निलंबित किया। यह दोनों पत्र प्रबंधक वर्ग द्वारा प्रस्तुत नहीं किए हैं तथा दि. 14.12.2004 को जांच करने के लिए जो ओदश प्रबंधक द्वारा दिया गया है उस आदेश दि. 15.12.2004 की प्रति प्रबंधक वर्ग द्वारा प्रस्तुत नहीं की गई है। जिसके द्वारा जांच अधिकारी की नियुक्ति की गई है। इसके अलावा सुनील कुमार टाइम कीपर तथा पीएस दाधीच विभाग इंचार्ज के बयान लिए गए हैं इन बयानों पर प्रार्थी श्रमिक के हस्ताक्षर नहीं हैं। प्रार्थी श्रमिक के जाली हस्ताक्षर कराए गए हैं। प्रार्थी श्रमिक के इन हस्ताक्षरों की भी हस्ताक्षर विशेषज्ञ से जांच कराना चाहिए जिसमें यह स्पष्ट हो सके कि हस्ताक्षर वास्तव में प्रार्थी श्रमिक के हैं। प्रार्थी श्रमिक के समक्ष कोई कार्यवाही नहीं की गई है सारी कार्यवाही गलत है। प्रार्थी श्रमिक के स्वर्गीय पिता श्री पूरीलाल की 20 बीघा काश्त की कृषि योग्य भूमि मंगलम सीमेंट फैक्ट्री द्वारा लेने के एवज में यह समझौता पूर्व विधायक श्री हरिश शर्मा एवं अन्य गणमान्य लोगों के बीच हुआ था उस समझौते के फलस्वरूप प्रार्थी श्रमिक को प्रबंधक, मंगलम सीमेंट लि. द्वारा प्रार्थी को स्थाई पद पर नौकरी लगाया गया था। यदि किसी कारण वश प्रबंधक वर्ग द्वारा प्रार्थी श्रमिक को सेवा में लेने को तैयार नहीं होते हैं तो प्रार्थी श्रमिक को वर्ष 2005 से प्रार्थी की आयु सेवानिवृत्ति की आयु 58 वर्ष तक का वेतन एवं अवकाश का लाभ भी सेवा नियमों के अंतर्गत देय हो, वह भी लाभ मिलाकर सभी लाभों की राशि तादादी 40 लाख रूपयों का भुगतान करने की तिथि तक 12 प्रतिशत ब्याज की दर से दिलाए जाने का अनुतोष प्रदान किया जावे।

3—अप्रार्थी ने जवाब स्टेटमेंट ऑफ क्लेम प्रस्तुत कर प्रार्थी के कथनों का प्रतिवाद किया है कि प्रार्थी को दि. 18.12.83 को मजदूर ई ग्रेम ऑपरेटिव कटेगरी में नियुक्ति दी गई थी। प्रार्थी हमेशा अपनी ड्यूटी से गैर हाजिर रहा था तथा अपनी ड्यूटी के प्रति लापरवाह था। इस कारण से प्रबंधक वर्ग द्वारा प्रार्थी को दि. 14.12.2004 को एक आरोप पत्र दिया गया। प्रबंधक वर्ग द्वारा कार्मिक को दि. 14.12.2004 का जो आरोप पत्र दिया गया था व आरोप लगाए गए थे उनकी विधिवत जांच प्राकृतिक न्याय के सिद्धांत को ध्यान में रखते हुए विभागीय जांच कराई गई थी जिसे प्रार्थी श्रमिक को सुनवाई का पूरा मौका दिया गया था। जांच अधिकारी ने श्रमिक पर लगाए गए आरोपों को सही पाया तथा जांच अधिकारी की रिपोर्ट के आधार पर श्रमिक की सेवाएं समाप्त की गई है। जांच अधिकारी ने जांच प्राकृतिक न्याय के प्रावधानों को ध्यान में रखते हुए की गई है। अगर न्यायालय इस निष्कर्ष पर पहुंचे कि विभागीय जांच में श्रमिक को सुनवाई का पूरा मौका नहीं दिया गया है तो अप्रार्थी विभागीय जांच न्यायालय में करवाने को तैयार

है। श्रमिक बिना छुट्टी का प्रार्थना पत्र दिए, बिना कोई सूचना दिए बिना छुट्टी मंजूर कराए अपने कार्यस्थल से अनुपस्थित रहने की आदत सी बन गई है जिससे प्रबंधक को अपने संस्थान को चलाने में व प्रबंधन करने में काफी दिक्कत आती है। श्रमिक को इस बाबत काफी समझाया गया लेकिन श्रमिक अपनी आदत से बाज नहीं आता है। इस कारण से प्रबंधक को मजबूर हो कर श्रमिक के विरुद्ध उक्त विभागीय कार्यवाही करनी पड़ी जिसके लिए श्रमिक स्वयं जिम्मेदार है। श्रमिक ने दि. 01.12.2004 से 14.12.2004 तक की अनुपस्थिति का कारण अपनी पत्नी की तबीयत खराब होना बताया है लेकिन अपनी पत्नी की तबीयत खराब होने बाबत श्रमिक ने कोई डॉक्टर का प्रमाण पत्र कोई दस्तावेजी साक्ष्य आदि प्रस्तुत नहीं किए हैं। श्रमिक के विरुद्ध जो कार्यवाही की गई थी वो 2004 में की गई थी श्रमिक ने जो विवाद उठाया है वो 2010 में उठाया है। इतने समय के पश्चात विवाद उठाने का कोई कारण श्रमिक ने नहीं बताया है ऐसी स्थिति में श्रमिक का विवाद चलने योग्य नहीं है। श्रमिक के विरुद्ध जो विभागीय जांच की गई है वो प्राकृतिक न्याय के सिद्धांतों को ध्यान में रखते हुए की गई है। श्रमिक को सुनवाई का पूरा मौका दिया गया है उसके पश्चात ही जांच अधिकारी ने अपनी विभागीय जांच में श्रमिक पर लगाए गए आरोपों को सही पाया गया है। श्रमिक ने विभागीय कार्य में जांच अधिकारी के समक्ष जो बयान दिए हैं उसमें श्रमिक ने उस पर लगाए गए आरोपों को स्वीकार किया है। विभागीय जांच के आधार पर ही श्रमिक की सेवाएं समाप्त की गई हैं और प्रार्थना की है कि उक्त आधार पर प्रार्थी का क्लेम प्रार्थना पत्र सव्यय खारिज किया जावे।

5—यहाँ यह उल्लेखित किया जाना समीचीन होगा कि न्यायालय द्वारा दि.13.04.2022 को प्रार्थी श्रमिक के विरुद्ध की गयी घरेलु जाँच को नैसर्गिक न्याय के सिद्धांतों के अनुसार विधिसम्मत उचित होना माना गया है, ऐसे में अब उसमें दिये गये निष्कर्षों की पुनरावृत्ति की आवश्यकता नहीं है।

6—उभयपक्ष की बहस सुनी गई जो उनकी ओर से प्रस्तुत अपने अपने अभ्यावेदनों के अनुरूप ही रही है। इसके अतिरिक्त अप्रार्थी पक्ष की ओर से निम्न न्यायिक दृष्टांत प्रस्तुत किए गए हैं—

1. M/s L&T Komutsu Ltd. Bangalore Vs. N.Udaya Kumar-2008(116) FLR 1139(SC),
2. North Eastern Karnataka R.T.Corp. Vs. Ashappa & anr-2006(110) FLR 80 (SC),
3. Larsen and Toubro Grahak Sahakar Sanstha Maryadeet, Bombay Vs. Tanaji Kashinath Vishwe & Ors.- 2006(2006)108 FLR 367 (Bombay HC),
4. Rasik Govind Mankar Vs. Oberoi Towers-2006(110) FLR 965 (Bombay HC),
5. Mahesh Kumar Narottambhai Kantharia Vs. Administrative Officer, Nakar Prathmik Shikshan samiti, Surat & anr- 2002 (92) FLR 215) Gujrat HC),

7—हस्तगत प्रकरण में न्यायालय को यह देखना है कि क्या प्रार्थी श्रमिक के विरुद्ध दिया गया दण्डादेश दि. 06.01.2005 उचित एवं वैध है अथवा नहीं और यदि उचित है तो क्या दिया गया दण्ड उसके कृत्य की तुलना में समान (Proportionate) है अथवा नहीं?

इस प्रकरण में प्रार्थी को आरोप पत्र दिनांक 14.12.2004 प्रार्थी के “दिनांक 01.12.2004 से आज दिनांक तक बिना पूर्व सूचना एवं बिना अवकाश स्वीकृत कराए अपने कार्य से अनाधिकृत रूप से अनुपस्थित” रहने बाबत दिया गया था। उक्त दोषारोपण का जवाब प्रस्तुत कर अनुपस्थित का कारण प्रार्थी ने बताया कि दि. 01.12.2004 से 15.12.2004 तक छुट्टी पर रहने का कारण उसकी पत्नी की तबीयत खराब होना था एवं वह विभाग में टाईम पर सूचना न करके छुट्टी पर चला गया। उक्त दोषारोपण का जवाब संतोषजनक नहीं पाए जाने के कारण अप्रार्थी द्वारा आरोप पत्र दि. 14.12.2004 की जांच के लिए नियोजक द्वारा एल.के.शर्मा, सीनियर ऑफिसर को जांच अधिकारी नियुक्ति किया गया है।

दौराने विभागीय जांच नियोजक पक्ष की ओर से सुनिल कुमार तथा के.एस.दाधीच के बयान लेखबद्ध करवाए गए हैं और प्रार्थी ने भी अपनी प्रतिरक्षा में स्वयं के बयान लेखबद्ध करवाए हैं। पक्षकारान की ओर से प्रस्तुत साक्ष्य के आधार पर जांच अधिकारी ने आरोपी प्रार्थी के विरुद्ध लगे आरोप को प्रमाणित पाया है। उक्त आरोप के संबंध में नियोजक पक्ष की ओर से जांच में प्रस्तुत गवाहों सुनिल कुमार एवं के.एस.दाधीच ने अपनी गवाही में यह तथ्य बताया है कि वर्ष 2004 का मैं भैरूलाल की 12 एसएल व 6½ सी.एल. तथा 113½ अनुपस्थित रहा तथा 4 दिन एल.डब्ल्यू.पी. रहा है एवं बिना सूचना के दि. 01.12.2004 से अनुपस्थित था।

प्रार्थी की ओर से दौराने विभागीय जांच स्वयं के बयान लेखबद्ध करवाए गए हैं एवं अपनी अनुपस्थिति की सूचना नहीं भेजने के तथ्य को स्वीकार किया है।

8—यहां इस तथ्य को दृष्टिगत रखा जाना उचित होगा कि साक्ष्य दौराने अप्रार्थी के गवाहों के बयान मुख्य बिन्दुओं पर अखण्डित रहे हैं और प्रार्थी ने दौराने विभागीय जांच में हुए अपने बयान एवं आरोप पत्र के जवाब में यह स्वीकार किया है कि वह बिना सूचना के दि. 01.12.2004 से दि. 15.12.2004 तक अनुपस्थित है एवं अप्रार्थी द्वारा प्रस्तुत की गई प्रार्थी की वर्ष 2004 की प्रफोर्मेस रिपोर्ट से स्पष्ट है कि प्रार्थी वर्ष 2004 में 38 दिन सस्पेंड रहा है एवं अप्रार्थी द्वारा प्रार्थी का विभागीय कार्यवाही का विवरण प्रस्तुत किया गया है जिसमें वह वर्ष 2000 से लेकर 2004 तक 20 बार बिना पूर्व सूचना के अनुपस्थित रहा है जिसमें उसे निलंबित किए जाने के दण्ड से दण्डित किया जा चुका है। इस प्रकार जांच अधिकारी ने पत्रावली पर उपलब्ध साक्ष्य के आधार पर प्रार्थी के विरुद्ध लगाए गए आरोपों को प्रमाणित पाया। इस प्रकार उपरोक्त विवेचन व विश्लेषण से यह प्रकट हो रहा है कि इस प्रकरण में आरोपी प्रार्थी के विरुद्ध लगाए गए आरोप के संबंध में नियोजक पक्ष द्वारा अनुशासनात्मक कार्यवाही की गई और जांच अधिकारी द्वारा उक्त अनुशासनात्मक कार्यवाही में प्रार्थी आरोपी के विरुद्ध आरोप प्रमाणित पाया गया है एवं उक्त साक्ष्य के आधार पर प्रार्थी को आरोपीत आरोपों में दोषी पाए जाने का निष्कर्ष दिया गया है। जांच अधिकारी द्वारा प्रार्थी आरोपी के विरुद्ध लगाए गए आरोपों की विधि अनुसार जांच की गई, गवाहों के बयान लेखबद्ध कर प्रस्तुत साक्ष्य के आधार पर प्रार्थी आरोपी के विरुद्ध लगाए गए आरोप को प्रमाणित पाया है जांच अधिकारी द्वारा उक्त आरोप के संबंध में जो निष्कर्ष दिया गया है वह युक्तियुक्त एवं उचित है, क्योंकि प्रार्थी द्वारा उसकी पत्नी के दिनांक ०१.१२.२००४ से दि १४.१२.२००४ के बीमार होने का रिकॉर्ड ना तो जांच

अधिकारी के समक्ष पेश किया गया है और ना ही इस न्यायालय में, जिससे कि प्रार्थी के कथनों पर विश्वास किया जा सके एवं प्रार्थी के वर्ष २००० से २००४ तक २० अनुपस्थित रहने के रिकॉर्ड से स्पष्ट है कि प्रार्थी आदतन बिना पूर्व सूचना दिए अनुपस्थित रहने का आदि है, अतः जांच के निष्कर्ष से यह न्यायालय भी सहमत है। जांच अधिकारी द्वारा आरोप प्रमाणित पाए जाने पर अपनी रिपोर्ट अग्रिम कार्यवाही हेतु फैक्ट्री मैनेजर को प्रेषित की गई है जिनके द्वारा उक्त जांच रिपोर्ट के आधार पर दण्डादेश पारित किया गया है।

9-जहां तक दण्डादेश का प्रश्न है जांच अधिकारी द्वारा आरोप प्रमाणित पाए जाने पर अपनी रिपोर्ट फैक्ट्री मैनेजर को प्रस्तुत की गई है तदुपरान्त फैक्ट्री मैनेजर द्वारा आरोपी प्रार्थी के बिना पूर्व सूचना के अनुपस्थिति के दुराचरण की परिस्थितियों पर विचार करने के पश्चात् प्रार्थी आरोपी को दिनांक ०६.०१.२००५ से उसकी सेवाओं से बर्खास्त (Dismiss) किया गया है प्रकरण की परिस्थितियों को दृष्टिगत रखते हुए उक्त आदेश किसी भी प्रकार से अननुपातिक (Disproportionate) अनुचित व अवैध नहीं है बल्कि पूर्णतया उचित एवं वैध है और उसमें न्यायालय की राय में किसी भी प्रकार से हस्तक्षेप किया जाना न्यायोचित नहीं है और प्रार्थी किसी अनुतोष का अधिकारी पाये जाने योग्य नहीं है एवं सम्प्रेषित निर्देश/रेफ्रेन्स इसी अनुरूप उत्तरित होने योग्य है।

परिणामस्वरूप भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा प्रासांगिक आदेश दिनांक 23.02.2012 के जरिये सम्प्रेषित निर्देश/विवाद को इसी अनुरूप उत्तरित किया जाता है कि प्रार्थी श्रमिक भैरु पुत्र पुरीलाल को अप्रार्थी नियोजक फैक्ट्री मैनेजर, मंगलम सीमेंट लि. द्वारा दिनांक 06.01. 2005 द्वारा दिया गया सेवाओं से बर्खास्त (Dismiss) का दण्ड उचित एवं वैध है जिसमें किसी प्रकार से हस्तक्षेप या परिवर्तन की आवश्यकता नहीं है, फलस्वरूप प्रार्थी, अप्रार्थी से कोई अनुतोष प्राप्त करने का अधिकारी नहीं हैं।

(संदीप कुमार शर्मा)

न्यायाधीश

औद्योगिक न्यायाधिकरण(केन्द्रीय),कोटा(राज.)

अधिनिर्णय आज दिनांक 25.03.2025 को खुले न्यायाधिकरण में सुनाया जाकर हस्ताक्षरित किया गया जिसे नियमानुसार समुचित सरकार को प्रकाशनार्थ भिजवाया जावे।

(संदीप कुमार शर्मा)

न्यायाधीश

औद्योगिक न्यायाधिकरण(केन्द्रीय),कोटा(राज.)

नई दिल्ली, 8 सितम्बर, 2025

का.आ. 1630.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स गुरदीप स्टोन वर्क्स के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, धनबाद, पंचाट (रिफरेन्स नं.-86/2004) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.09.2025 को प्राप्त हुआ था।

[सं. एल-29011/58/2004-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th September, 2025

S.O. 1630.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 86/2004**) of the **Central Government Industrial Tribunal cum Labour Court-1, Dhanbad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Gurdeep Stone Works and Their workman** which was received along with soft copy of the award by the Central Government on 08.09.2025.

[No. L-29011/58/2004-IR(M)]

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. 86/2004

Employer in relation to the management of M/s Gurdeep Stone Works, Pakur.

AND.

Their workman.

Present: **Shri Sachindra Kumar Pandey**

Presiding Officer

Appearances:

For the Employers :- None.

For the workman. :- None.

State : Jharkhand.

Industry:-Stone Works

Dated 01/08/2025

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-29011/58/2004-(IR(M)) dated 16/08/2004 has been pleased to refer the following dispute between the employer i.e. management of M/s Gurdeep Stone Works, Pakur and their workman through the Talbaria Branch Secretary, Bihar Mines Quarry Workers Union, Pakur for adjudication by this Tribunal:

SCHEDULE

“Whether the action of the management of M/s Gurdeep Stone Works, Pakur in terminating the services of Sh. Dulal Ghosh without complying Section 25-F of ID Act w.e.f. 01/04/03 is legal and or justified? If not, to what relief Sh. Ghosh is entitled?”

2. On receiving order no. L-29011/58/2004-(IR(M)) dated 16/08/2004 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 86 of 2004 was registered on 30.08.2004 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 service of notice, both parties appeared previously and filed their authorities, W/S and subsequently rejoinder. It further appears that after 2006 this case was put up after a long gap on 20.12.2021 and registered notices were issued to both the parties but neither the workman nor management appeared before this Tribunal. The registered notice sent to the both the parties returned with endorsement “Insufficient Address kindly provide Receiver Name” and “अधूरा पता रहने के कारण वापस किया गया”. It transpires from the case record that both the parties did not appear since the year 2021 which shows that they have lost their interest in this case and therefore, this Tribunal is of the opinion that the case deserves to be dismissed due to non prosecution.

4. Hence,

ORDERED

that this case is hereby dismissed for non prosecution 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 सितम्बर, 2025

का.आ. 1631.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स बलदा ब्लॉक आयरन माइंस मेसर्स सेराजुद्दीन एंड कंपनी के प्रबंधन के संबद्ध नियोजकों और श्री खेतराबासी परिदा के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स नं.-05/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.09.2025 को प्राप्त हुआ था।

[सं. एल-26012/2/2018-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th September, 2025

S.O. 1631.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 05/2019) of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in

relation to **M/s Balda Block Iron Mines M/s Serajuddin & Co. and Shri Khetrabasi Parida** which was received along with soft copy of the award by the Central Government on 08.09.2025.

[No. L-26012/2/2018-IR(M)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 05/2019

Date of Passing Order – 21st July, 2025

Between :-

The Mines Manager,
M/s. Balda Block Iron Mines,
M/s. Serajuddin & Co.
At./Po. Balda, District – Keonjhar, (Odisha)
... 1st Party-Managements.
(And)

Shri Khetrabasi Parida,
At. Dullavapur, Post. Akul,
District – Keonjhar, Odisha.
... 2nd Party-Workman.

Appearances:

Sri Somanath Mishra, ... For the 1st Party-
Advocate. Management.

None. ... For the 2nd party-
Workmen.

AWARD

In the present case, a reference was received from the Under Secretary to the Government of India, Ministry of Labour & Employment, New Delhi vide order No. L-26012/2/2018 – IR(M), dated 07.01.2019 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

“Whether the demand of Shri Khetrabasi Parida, Ex-Challan Clerk that his services have been terminated illegally w.e.f. 30.11.2011 by the management of Balda Balock Iron Mines of M/s. Serajuddin & Co. is legal & justified? If yes, what relief the workman is entitled to?”

2. In the reference order, the Under Secretary to Government of India, Ministry of Labour & Employment, New Delhi 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 each one of the opposite parties involved in the dispute.

3. The case of the 2nd Party-Workman as per his statement of claim is as follows:-

That, he was initially appointed on 01.01.2005 as Challan Clerk with prescribed pay scale and posted at Balda Block Iron Ore Mines of the Management which is an industrial establishment functioning as per the Memorandum and Articles of Association of the company. However, all of a sudden on 30.11.2011 he was retrenched by the

Management from service without any written order and without any domestic enquiry conducted against him by the establishment. He had made representation before the Management for his reinstatement, and when no action was taken by the Management on his representation, he raised a dispute before the Regional Labour Commissioner (Central), Rourkela, and on failure of conciliation proceeding before the labour machinery, the present reference has been made.

The 2nd party-workman prays that a direction be given to the Management for his reinstatement in service with full back wages, compensation, cost and consequential service benefits.

4. The 1st Party-Management has appeared and filed its written statement. The case of the 1st party-Management as per its written statement is as follows:-

That the dispute raised by the 2nd party-workman after eight years of cause of action is not maintainable. The Management had floated Voluntary Retirement Scheme and the 2nd party-workman had opted for Voluntary Retirement Scheme with acceptance of all dues under the Scheme, as such, the present reference is also not maintainable. In order to down-size the establishment the Management had floated a V.R. Scheme for all the employees including regular and daily wage employees and in pursuance to the same the 2nd party-workman submitted application on 12.11.2011 to avail V.R. Scheme. The application of the applicant was considered and a total V.R. amount of Rs. 4,29,858/- was deposited on 28.08.2012 in his Bank Account and also an amount of Rs. 13,138/- was paid towards Bonus to the workman in his Bank Account. In view of acceptance of V.R. Scheme by the 2nd party-workman his allegation of illegal termination by the Management on 30.11.2011 is false and consequently the reference is not maintainable.

The 1st Party-Management has prayed that the statement of claim of the 2nd party-workman may be dismissed as not maintainable.

5. When the case was fixed for filing of rejoinder by the 2nd Party-workman and for framing of issues, the 2nd party-workman remained absent and did not participate in the proceedings. It is also revealed from the order-sheet that the 2nd Party-workman has not appeared and remained absent in all the dates after filing of written statement by the Management. However, despite providing a number of opportunities, 2nd Party-workman has not turned up to file rejoinder and to prove his case. As the 2nd party-workman has not turned up for proving his case, an order of exparte was passed against the 2nd party-workman on dated 02.01.2024.

6. The 1st Party-Management has examined one witness namely Sri Anjan Kumar Sahoo as M.W.-1 and he has proved certain documents which are as follows:-

Ext.-1 is the copy of an Office Order dated 14.05.2011 for availing of VR Scheme floated by the Management.

Ext.-2 is the copy of an application of the concerned workman for availing of V.R. Scheme.

Ext.-3 is the copy of the Bank Statement showing payment of V.R.S. amount Rs. 4,29,858/- and Bonus Rs. 13,138/-.

Ext.-4 is the copy of the reply filed by the Management before the R.L.C© Rourkela.

7. The Management Witness No. 1 Sri Anjan Kumar Sahoo has deposed that the management had floated a Voluntary Retirement Scheme and the workman had submitted an application for availing V.R. Scheme which was accepted by the Management. He has also deposed that the concerned workman was paid Rs. 4,29,858/- towards V.R.S amount and Bonus Rs. 13,138/-, so all the dues had been paid to the 2nd party-workman under V.R.S. Scheme and the case is not maintainable. In the cross examination of M.W.-1 by Court he has stated that the 2nd party-workman was working since 2006 under the Management and there was no minimum period prescribed for taking VRS.

8. It appears from the record that the 2nd party workman was given ample opportunity to appear before this Tribunal but he failed to do so.

9. After analysing all the oral and documentary evidence of the 1st Party-Management the Tribunal finds that the 2nd party-workman had availed voluntary retirement scheme and had subsequently received the amount of Rs. 4,29,858/- under V.R. Scheme and Bonus Rs. 13,138/- by the 1st Party-Management so the 2nd party-workman was not pursuing this case.

10. In view of the such the Tribunal comes to conclusion that the services of the 2nd party-workman has not been illegally terminated by the management rather he had accepted voluntary retirement under V.R. Scheme floated by the Management. Hence he is not entitled for any relief.

11. Order is passed accordingly.

12. A copy of this Order is sent to the appropriate government for notification as required under section 17 of the I.D. Act, 1947. File is consigned to record room.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 8 सितम्बर, 2025

का.आ. 1632.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स बलदा ब्लॉक आयरन माइंस मेसर्स सेराजुद्दीन एंड कंपनी के प्रबंधन के संबद्ध नियोजकों और श्री रजत कुमार सेठी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स नं.-09/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.09.2025 को प्राप्त हुआ था।

[सं. एल-26012/5/2018-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th September, 2025

S.O. 1632.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 09/2019**) of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Balda Block Iron Mines M/s Serajuddin & Co.** and **Shri Rajat Kumar Sethy** which was received along with soft copy of the award by the Central Government on 08.09.2025.

[No. L-26012/5/2018-IR(M)]

SALONI, Dy. Director

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
BHUBANESWAR**

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 09/2019

Date of Passing Order – 21st July, 2025

Between :-

The Mines Manager,
M/s. Balda Block Iron Mines,
M/s. Serajuddin & Co.
At./Po. Balda, District – Keonjhar, (Odisha)
... 1st Party-Managements.
(And)

Shri Rajat Kumar Sethy,
At./Post - Sarei,
District – Keonjhar, Odisha.

... 2nd Party-Workman.

Appearances:

Sri Somanath Mishra, Advocate.	...	For the 1 st Party- Management.
None.	...	For the 2 nd party- Workmen.

AWARD

In the present case, a reference was received from the Under Secretary to the Government of India, Ministry of Labour & Employment, New Delhi vide order No. L-26012/5/2018 – IR(M), dated 24.01.2019 under clause (d) of

sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

“Whether the termination of Shri Rajat Kumar Sethy, Ex-Security Guard w.e.f. 30.11.2011 by the management of Balda Block Iron mines of M/s. Serajuddin & Co. is proper and legally justified? If no, what relief Shri Rajat Kumar Sethy is entitled to? What directions, if any, are necessary in the matter?”

2. In the reference order, the Under Secretary to Government of India, Ministry of Labour & Employment, New Delhi 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 each one of the opposite parties involved in the dispute.

3. The case of the 2nd Party-Workman as per his statement of claim is as follows:-

That, he was initially appointed on 01.03.2004 as Security Guard (Gunman) with prescribed pay scale and posted at Balda Block Iron Ore Mines of the Management which is an industrial establishment functioning as per the Memorandum and Articles of Association of the company. However, all of a sudden on 30.11.2011 he was retrenched by the Management from service without any written order and without any domestic enquiry conducted against him by the establishment. He had made representation before the Management for his reinstatement, and when no action was taken by the Management on his representation, he raised a dispute before the Regional Labour Commissioner (Central), Rourkela, and on failure of conciliation proceeding before the labour machinery, the present reference has been made.

The 2nd party-workman prays that a direction be given to the Management for his reinstatement in service with full back wages, compensation, cost and consequential service benefits.

4. The 1st Party-Management has appeared and filed its written statement. The case of the 1st party-Management as per its written statement is as follows:-

That the dispute raised by the 2nd party-workman after eight years of cause of action is not maintainable. The Management had floated Voluntary Retirement Scheme and the 2nd party-workman had opted for Voluntary Retirement Scheme with acceptance of all dues under the Scheme, as such, the present reference is also not maintainable. In order to down-size the establishment the Management had floated a V.R. Scheme for all the employees including regular and daily wage employees and in pursuance to the same the 2nd party-workman submitted application on 26.08.2011 to avail V.R. Scheme. The application of the applicant was considered and a total V.R. amount of Rs. 4,08,212/- was deposited on 31.10.2011 in his Bank Account and also an amount of Rs. 8,954/- was paid towards Bonus to the workman in his Bank Account. In view of acceptance of V.R. Scheme by the 2nd party-workman his allegation of illegal termination by the Management on 30.11.2011 is false and consequently the reference is not maintainable.

The 1st Party-Management has prayed that the statement of claim of the 2nd party-workman may be dismissed as not maintainable.

5. When the case was fixed for filing of rejoinder by the 2nd Party-workman and for framing of issues, the 2nd party-workman remained absent and did not participate in the proceedings. It is also revealed from the order-sheet that the 2nd Party-workman has not appeared and remained absent in all the dates after filing of written statement by the Management. However, despite providing a number of opportunities,

2nd Party-workman has not turned up to file rejoinder and to prove his case. As the 2nd party-workman has not turned up for proving his case, an order of exparte was passed against the 2nd party-workman on dated 02.01.2024.

6. The 1st Party-Management has examined one witness namely Sri Anjan Kumar Sahoo as M.W.-1 and he has proved certain documents which are as follows:-

Ext.-1 is the copy of an Office Order dated 14.05.2011 for availing of VR Scheme floated by the Management.

Ext.-2 is the copy of an application of the concerned workman for availing of V.R. Scheme.

Ext.-3 is the copy of the Bank Statement showing payment of V.R.S. amount Rs. 4,08,212/- and Bonus Rs. 8,954/-.

Ext.-4 is the copy of the reply filed by the Management before the R.L.C© Rourkela.

7. The Management Witness No. 1 Sri Anjan Kumar Sahoo has deposed that the management had floated a Voluntary Retirement Scheme and the workman had submitted an application for availing V.R. Scheme which was accepted by the Management. He has also deposed that the concerned workman was paid Rs. 4,08,212/- towards V.R.S amount and Bonus Rs. 8,954/-, so all the dues had been paid to the 2nd party-workman under V.R.S. Scheme and the case is not maintainable. In the cross examination of M.W.-1 by Court he has stated that the 2nd party-workman was working since 2006 under the Management and there was no minimum period prescribed for taking VRS.

8. It appears from the record that the 2nd party workman was given ample opportunity to appear before this Tribunal but he failed to do so.

9. After analysing all the oral and documentary evidence of the 1st Party-Management the Tribunal finds that the 2nd party-workman had availed voluntary retirement scheme and had subsequently received the amount of Rs. 4,08,212/- under V.R. Scheme and Bonus Rs. 8,954/- by the 1st Party-Management so the 2nd party-workman was not pursuing this case.

10. In view of the such the Tribunal comes to conclusion that the services of the 2nd party-workman has not been illegally terminated by the management rather he had accepted voluntary retirement under V.R. Scheme floated by the Management. Hence he is not entitled for any relief.

11. Award is passed accordingly.

12. A copy of this Award is sent to the appropriate government for notification as required under section 17 of the I.D. Act, 1947. File is consigned to record room.

Dictated & Corrected by me.

DINESH KUMAR SINGH Presiding Officer

नई दिल्ली, 8 सितम्बर, 2025

का.आ. 1633.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स बलदा ब्लॉक आयरन माइंस मेसर्स सेराजुद्दीन एंड कंपनी के प्रबंधन के संबद्ध नियोजकों और मोहम्मद सौकत अल्लाम के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेंस न.-10/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.09.2025 को प्राप्त हुआ था।

[सं. एल-26012/4/2018-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th September, 2025

S.O. 1633.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 10/2019) of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Balda Block Iron Mines M/s Serajuddin & Co.** and **Md. Saukat Allam** which was received along with soft copy of the award by the Central Government on 08.09.2025.

[No. L-26012/4/2018-IR(M)]

SALONI, Dy. Director

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
BHUBANESWAR**

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 10/2019

Date of Passing Order – 21st July, 2025

Between :-

The Mines Manager,
M/s. Balda Block Iron Mines,
M/s. Serajuddin & Co.
At./Po. Balda, District – Keonjhar, (Odisha)

... 1st Party-Management.
(And)

Md. Saukat Allam,
At./Post. - Balda,
District – Keonjhar, Odisha.

... 2nd Party-Workman.

Appearances:

Sri Somanath Mishra,

... For the 1st Party-

Advocate.

Management.

None.

...

For the 2nd party-
Workmen.**AWARD**

In the present case, a reference was received from the Under Secretary to the Government of India, Ministry of Labour & Employment, New Delhi vide order No. L-26012/4/2018 – IR(M), dated 24.01.2019 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

“Whether the termination of the services of Md. Saukat Allam, Ex-Driver w.e.f. 30.11.2011 by the management of Balda Block Iron mines of M/s. Serajuddin & Co. is proper and legally justified? If no, what relief Md. Saukat Allam is entitled to? What directions, if any, are necessary in the matter?”

2. In the reference order, the Under Secretary to Government of India, Ministry of Labour & Employment, New Delhi 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 each one of the opposite parties involved in the dispute.

3. The case of the 2nd Party-Workman as per his statement of claim is as follows:-

That, he was initially appointed on 01.01.2004 as Driver with prescribed pay scale and posted at Balda Block Iron Ore Mines of the Management which is an industrial establishment functioning as per the Memorandum and Articles of Association of the company. However, all of a sudden on 30.11.2011 he was retrenched by the Management from service without any written order and without any domestic enquiry conducted against him by the establishment. He had made representation before the Management for his reinstatement, and when no action was taken by the Management on his representation, he raised a dispute before the Regional Labour Commissioner (Central), Rourkela, and on failure of conciliation proceeding before the labour machinery, the present reference has been made.

The 2nd party-workman prays that a direction be given to the Management for his reinstatement in service with full back wages, compensation, cost and consequential service benefits.

4. The 1st Party-Management has appeared and filed its written statement. The case of the 1st party-Management as per its written statement is as follows:-

That the dispute raised by the 2nd party-workman after eight years of cause of action is not maintainable. The Management had floated Voluntary Retirement Scheme and the 2nd party-workman had opted for Voluntary Retirement Scheme with acceptance of all dues under the Scheme, as such, the present reference is also not maintainable. In order to down-size the establishment the Management had floated a V.R. Scheme for all the employees including regular and daily wage employees and in pursuance to the same the 2nd party-workman submitted application to avail V.R. Scheme. The application of the applicant was considered and a total V.R. amount of Rs. 4,64,994/- was deposited on 28.08.2012 in his Bank Account and also an amount of Rs. 13,138/- was paid towards Bonus to the workman in his Bank Account. In view of acceptance of V.R. Scheme by the 2nd party-workman his allegation of illegal termination by the Management on 30.11.2011 is false and consequently the reference is not maintainable.

The 1st Party-Management has prayed that the statement of claim of the 2nd party-workman may be dismissed as not maintainable.

5. When the case was fixed for filing of rejoinder by the 2nd Party-workman and for framing of issues, the 2nd party-workman remained absent and did not participate in the proceedings. It is also revealed from the order-sheet that the 2nd Party-workman has not appeared and remained absent in all the dates after filing of written statement by the Management. However, despite providing a number of opportunities, 2nd Party-workman has not turned up to file rejoinder and to prove his case. As the 2nd party-workman has not turned up for proving his case, an order of exparte was passed against the 2nd party-workman on dated 02.01.2024.

6. The 1st Party-Management has examined one witness namely Sri Anjan Kumar Sahoo as M.W.-1 and he has proved certain documents which are as follows:-

Ext.-1 is the copy of an Office Order dated 14.05.2011 for availing of VR Scheme floated by the Management.

Ext.-2 is the copy of an application of the concerned workman for availing of V.R. Scheme.

Ext.-3 is the copy of the Bank Statement showing payment of V.R.S. amount Rs. 4,64,994/- and Bonus Rs. 13,138/-.

Ext.-4 is the copy of the reply filed by the Management before the R.L.C© Rourkela.

7. The Management Witness No. 1 Sri Anjan Kumar Sahoo has deposed that the management had floated a Voluntary Retirement Scheme and the workman had submitted an application for availing V.R. Scheme which was accepted by the Management. He has also deposed that the concerned workman was paid Rs. 4,64,994/- towards V.R.S amount and Bonus Rs. 13,138/-, so all the dues had been paid to the 2nd party-workman under V.R.S. Scheme

and the case is not maintainable. In the cross examination of M.W.-1 by Court he has stated that the 2nd party-workman was working since 2006 under the Management and there was no minimum period prescribed for taking VRS.

8. It appears from the record that the 2nd party workman was given ample opportunity to appear before this Tribunal but he failed to do so.

9. After analysing all the oral and documentary evidence of the 1st Party-Management the Tribunal finds that the 2nd party-workman had availed voluntary retirement scheme and had subsequently received

the amount of Rs. 4,64,994/- under V.R. Scheme and Bonus Rs. 13,138/- by the 1st Party-Management so the 2nd party-workman was not pursuing this case.

10. In view of the such the Tribunal comes to conclusion that the services of the 2nd party-workman has not been illegally terminated by the management rather he had accepted voluntary retirement under V.R. Scheme floated by the Management. Hence he is not entitled for any relief.

11. Award is passed accordingly.

12. A copy of this Award is sent to the appropriate government for notification as required under section 17 of the I.D. Act, 1947. File is consigned to record room.

Dictated & Corrected by me.

Presiding Officer, CGIT-cum-Labour Court, BBSR.

नई दिल्ली, 8 सितम्बर, 2025

का.आ. 1634.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स बलदा ब्लॉक आयरन माइंस मेसर्स सेराजुद्दीन एंड कंपनी के प्रबंधन के संबंध में नियोजकों और श्री सिबा चरण परिदा के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स नं.- 11/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.09.2025 को प्राप्त हुआ था।

[सं. एल-26012/1/2018-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th September, 2025

S.O. 1634.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 11/2019) of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Balda Block Iron Mines M/s Serajuddin & Co. and Shri Siba Charan Parida** which was received along with soft copy of the award by the Central Government on 08.09.2025.

[No. L-26012/1/2018-IR(M)]

SALONI, Dy. Director

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
BHUBANESWAR**

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 11/2019

Date of Passing Order – 21st July, 2025

Between :-

The Mines Manager,
M/s. Balda Block Iron Mines,
M/s. Serajuddin & Co.
At./Po. Balda, District – Keonjhar, (Odisha)

... 1st Party-Management.

(And)

Shri Siba Charan Parida,
At. – Dullavapur, Post – Akuli,
District – Keonjhar, Odisha.

... 2nd Party-Workman.

Appearances:

Sri Somanath Mishra,
Advocate.

... For the 1st Party-
Management.

None.

... For the 2nd party-
Workman.

AWARD

In the present case, a reference was received from the Under Secretary to the Government of India, Ministry of Labour & Employment, New Delhi vide order No. L-26012/1/2018 – IR(M), dated 24.01.2019 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

“Whether the termination of Shri Siba Charan Parida, Ex-L.M.V. Operator w.e.f. 30.11.2011 by the management of Balda Block Iron mines of M/s. Serajuddin & Co. is proper and legally justified? If no, what relief Shri Siba Charan Parida is entitled to? What directions, if any, are necessary in the matter?”

2. In the reference order, the Under Secretary to Government of India, Ministry of Labour & Employment, New Delhi 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 each one of the opposite parties involved in the dispute.

3. The case of the 2nd Party-Workman as per his statement of claim is as follows:-

That, he was initially appointed on 01.01.2000 as L.M.V. Operator with prescribed pay scale and posted at Balda Block Iron Ore Mines of the Management which is an industrial establishment functioning as per the Memorandum and Articles of Association of the company. However, all of a sudden on 30.11.2011 he was retrenched by the Management from service without any written order and without any domestic enquiry conducted against him by the establishment. He had made representation before the Management for his reinstatement, and when no action was taken by the Management on his representation, he raised a dispute before the Regional Labour Commissioner (Central), Rourkela, and on failure of conciliation proceeding before the labour machinery, the present reference has been made.

The 2nd party-workman prays that a direction be given to the Management for his reinstatement in service with full back wages, compensation, cost and consequential service benefits.

4. The 1st Party-Management has appeared and filed its written statement. The case of the 1st party-Management as per its written statement is as follows:-

That the dispute raised by the 2nd party-workman after eight years of cause of action is not maintainable. The Management had floated Voluntary Retirement Scheme and the 2nd party-workman had opted for Voluntary Retirement Scheme with acceptance of all dues under the Scheme, as such, the present reference is also not maintainable. In order to down-size the establishment the Management had floated a V.R. Scheme for all the employees including regular and daily wage employees and in pursuance to the same the 2nd party-workman submitted application on 12.11.2011 to avail V.R. Scheme. The application of the applicant was considered and a total V.R. amount of Rs. 4,56,426/- was deposited on 28.08.2012 in his Bank Account and also an amount of Rs. 13,138/- was paid towards Bonus to the workman on 09.10.2013 in his Bank Account. In view of acceptance of V.R. Scheme by the 2nd party-workman his allegation of illegal termination by the Management on 30.11.2011 is false and consequently the reference is not maintainable.

The 1st Party-Management has prayed that the statement of claim of the 2nd party-workman may be dismissed as not maintainable.

5. When the case was fixed for filing of rejoinder by the 2nd Party-workman and for framing of issues, the 2nd party-workman remained absent and did not participate in the proceedings. It is also revealed from the order-sheet that the 2nd Party-workman has not appeared and remained absent in all the dates after filing of written statement by the

Management. However, despite providing a number of opportunities, 2nd Party-workman has not turned up to file rejoinder and to prove his case. As the 2nd party-workman has not turned up for proving his case,

an order of exparte was passed against the 2nd party-workman on dated 02.01.2024.

6. The 1st Party-Management has examined one witness namely Sri Anjan Kumar Sahoo as M.W.-1 and he has proved certain documents which are as follows:-

Ext.-1 is the copy of an Office Order dated 14.05.2011 for availing of VR Scheme floated by the Management.

Ext.-2 is the copy of an application of the concerned workman for availing of V.R. Scheme.

Ext.-3 is the copy of the Bank Statement showing payment of V.R.S. amount Rs. 4,56,426/- and Bonus Rs. 13,138/-.

Ext.-4 is the copy of the reply filed by the Management before the R.L.C© Rourkela.

7. The Management Witness No. 1 Sri Anjan Kumar Sahoo has deposed that the management had floated a Voluntary Retirement Scheme and the workman had submitted an application for availing V.R. Scheme which was accepted by the Management. He has also deposed that the concerned workman was paid Rs. 4,56,426/- towards V.R.S amount and Bonus Rs. 13,138/-, so all the dues had been paid to the 2nd party-workman under V.R.S. Scheme and the case is not maintainable. In the cross examination of M.W.-1 by Court he has stated that the 2nd party-workman was working since 2006 under the Management and there was no minimum period prescribed for taking VRS.

8. It appears from the record that the 2nd party workman was given ample opportunity to appear before this Tribunal but he failed to do so.

9. After analysing all the oral and documentary evidence of the 1st Party-Management the Tribunal finds that the 2nd party-workman had availed voluntary retirement scheme and had subsequently received

the amount of Rs. 4,56,426/- under V.R. Scheme and Bonus Rs. 13,138/- by the 1st Party-Management so the 2nd party-workman was not pursuing this case.

10. In view of the such the Tribunal comes to conclusion that the services of the 2nd party-workman has not been illegally terminated by the management rather he had accepted voluntary retirement under V.R. Scheme floated by the Management. Hence he is not entitled for any relief.

11. Order is passed accordingly.

12. A copy of this Order is sent to the appropriate government for notification as required under section 17 of the I.D. Act, 1947. File is consigned to record room.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 8 सितम्बर, 2025

का.आ. 1635.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स बलदा ब्लॉक आयरन माइंस मेसर्स सेराजुद्दीन एंड कंपनी के प्रबंधन के संबंध में नियोजकों और श्री संतोष साहू के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स नं.-12/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.09.2025 को प्राप्त हुआ था।

[सं. एल-26012/3/2018-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th September, 2025

S.O. 1635.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 12/2019**) of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Balda Block Iron Mines M/s Serajuddin & Co.** and **Shri Santosh Sahu** which was received along with soft copy of the award by the Central Government on 08.09.2025.

[No. L-26012/3/2018-IR(M)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 12/2019

Date of Passing Order – 21st July, 2025

Between :-

The Mines Manager,
M/s. Balda Block Iron Mines,
M/s. Serajuddin & Co.
At./Po. Balda, District – Keonjhar, (Odisha)

... 1st Party-Management.
(And)

Shri Santosh Sahu,
At. – Dullavapur, Post – Akul,
District – Keonjhar, Odisha.

... 2nd Party-Workman.

Appearances:

Sri Somanath Mishra,
Advocate.
None.

... For the 1st Party-
Management.
For the 2nd party-
Workman.

AWARD

In the present case, a reference was received from the Under Secretary to the Government of India, Ministry of Labour & Employment, New Delhi vide order No. L-26012/3/2018 – IR(M), dated 22.01.2019 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

“Whether the termination of the services of Shri Santosh Sahu, Ex-Crusher Operator w.e.f. 30.11.2011 by the management of Balda Block Iron mines of M/s. Serajuddin & Co. is proper and legally justified? If no, what relief Shri Santosh Sahu is entitled to? What directions, if any, are necessary in the matter?”

2. In the reference order, the Under Secretary to Government of India, Ministry of Labour & Employment, New Delhi 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 each one of the opposite parties involved in the dispute.

3. The case of the 2nd Party-Workman as per his statement of claim is as follows:-

That, he was initially appointed on 01.01.2006 as Crusher Operator with prescribed pay scale and posted at Balda Block Iron Ore Mines of the Management which is an industrial establishment functioning as per the Memorandum and Articles of Association of the company. However, all of a sudden on 30.11.2011 he was retrenched by the Management from service without any written order and without any domestic enquiry conducted against him by the establishment. He had made representation before the Management for his reinstatement, and when no action was taken by the Management on his representation, he raised a dispute before the Regional Labour Commissioner (Central), Rourkela, and on failure of conciliation proceeding before the labour machinery, the present reference has been made.

The 2nd party-workman prays that a direction be given to the Management for his reinstatement in service with full back wages, compensation, cost and consequential service benefits.

4. The 1st Party-Management has appeared and filed its written statement. The case of the 1st party-Management as per its written statement is as follows:-

That the dispute raised by the 2nd party-workman after eight years of cause of action is not maintainable. The Management had floated Voluntary Retirement Scheme and the 2nd party-workman had opted for Voluntary Retirement Scheme with acceptance of all dues under the Scheme, as such, the present reference is also not maintainable. In order to down-size the establishment the Management had floated a V.R. Scheme for all the employees including regular and daily wage employees and in pursuance to the same the 2nd party-workman submitted application on 15.07.2011 to avail V.R. Scheme. The application of the applicant was considered and a total V.R. amount of Rs. 3,89,308/- was deposited on 31.10.2011 in his Bank Account and also an amount of Rs. 9,248/- was paid towards Bonus to the workman on 19.10.2012 in his Bank Account. In view of acceptance of V.R. Scheme by the 2nd party-workman his allegation of illegal termination by the Management on 30.11.2011 is false and consequently the reference is not maintainable.

The 1st Party-Management has prayed that the statement of claim of the 2nd party-workman may be dismissed as not maintainable.

5. When the case was fixed for filing of rejoinder by the 2nd Party-workman and for framing of issues, the 2nd party-workman remained absent and did not participate in the proceedings. It is also revealed from the order-sheet that the 2nd Party-workman has not appeared and remained absent in all the dates after filing of written statement by the Management. However, despite providing a number of opportunities, 2nd Party-workman has not turned up to file rejoinder and to prove his case. As the 2nd party-workman has not turned up for proving his case, an order of exparte was passed against the 2nd party-workman on dated 02.01.2024.

6. The 1st Party-Management has examined one witness namely Sri Anjan Kumar Sahoo as M.W.-1 and he has proved certain documents which are as follows:-

Ext.-1 is the copy of an Office Order dated 14.05.2011 for availing of VR Scheme floated by the Management.

Ext.-2 is the copy of an application of the concerned workman for availing of V.R. Scheme.

Ext.-3 is the copy of the Bank Statement showing payment of V.R.S. amount Rs. 3,89,308/- and Bonus Rs. 9,248/-.

Ext.-4 is the copy of the reply filed by the Management before the R.L.C© Rourkela.

7. The Management Witness No. 1 Sri Anjan Kumar Sahoo has deposed that the management had floated a Voluntary Retirement Scheme and the workman had submitted an application for availing V.R. Scheme which was accepted by the Management. He has also deposed that the concerned workman was paid Rs. 3,89,308/- towards V.R.S amount and Bonus Rs. 9,248/-, so all the dues had been paid to the 2nd party-workman under V.R.S. Scheme and the case is not maintainable. In the cross examination of M.W.-1 by Court he has stated that the 2nd party-workman was working since 2006 under the Management and there was no minimum period prescribed for taking VRS.

8. It appears from the record that the 2nd party workman was given ample opportunity to appear before this Tribunal but he failed to do so.

9. After analysing all the oral and documentary evidence of the 1st Party-Management the Tribunal finds that the 2nd party-workman had availed voluntary retirement scheme and had subsequently received the amount of Rs. 3,89,308/- under V.R. Scheme and Bonus Rs. 9,248/- by the 1st Party-Management so the 2nd party-workman was not pursuing this case.

10. In view of the such the Tribunal comes to conclusion that the services of the 2nd party-workman has not been illegally terminated by the management rather he had accepted voluntary retirement under V.R. Scheme floated by the Management. Hence he is not entitled for any relief.

11. Order is passed accordingly.

12. A copy of this Order is sent to the appropriate government for notification as required under section 17 of the I.D. Act, 1947. File is consigned to record room.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 8 सितम्बर, 2025

का.आ. 1636.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ईएसआई; मेसर्स हाइब्रिड फ्लीट मैनेजमेंट प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और सुश्री रश्मि पांडे के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स नं.-42/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.09.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-130]

सलोनी, उप निदेशक

New Delhi, the 8th September, 2025

S.O. 1636.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 42/2023**) 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 ESI; M/s Hybrid Fleet Management Private Limited and Ms. Rashmi Pandey which was received along with soft copy of the award by the Central Government on 08.09.2025.

[No. Z-16025/04/2025- IR(M)-130]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/42/2023

Present: P.K.Srivastava

H.J.S.(Retd.)

Ms. Rashmi Pandey,

D/o Rakesh Pandey,

1396/1, University Road, Pachpedi,

Jabalpur (M.P.)- 482001

Workman

Vs

1. The Regional Director,

ESI, Indore (MP), Panchdeep Bhavan, Nanadanagar,

Indore, Madhya Pradesh-452011

2. The Managing Director,

M/s Hybrid Fleet Management Private Limited,

AC-7, 1st Floor, Tagore Garden,

New Delhi- 110027

Management

(JUDGMENT)**(Passed on this 23rd day of July- 2025)**

As per letter dated 22/06/2023 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. 24(16)2023-IR dt. 22/06/2023. The dispute under reference relates to:

“Whether the action of management of ESI Indore to terminate the services of Ms. Rashmi Pandey, Workman through M/s Hybrid Fleet Management Ltd., a sham contractor, without complying the statutory Provision of the Industrial Disputes Act 1947, is illegal and unjustified in the eye of law or not? If yes, what other relief workman is entitled to?”

Case of the Workman is mainly that, the Employees State Insurance Corporation (ESIC) had invited application for appointment of I.T. Assistant on contract basis. She applied for it and after interview, was selected. She was appointed as I.T. Assistant vide order dated 10.06.2016 w.e.f., 09.06.2016 on contract basis for a period of one year and was posted in the ESCI, Model Hospital, Nanda Nagar, Indore. Her contract was extended for another one year vide order dated 08.06.2017 on the same condition and salary she was transferred to Gwalior office in the year 2020-21. The management of ESIC had engaged the outsourcing company which is respondent No. 2. Accordingly, from the year 2020-21 onwards, she worked with the ESIC in same capacity but as an outsourcing employee supplied by the outsourcing company (respondent No. 2). Her contract was extended up to 2022-23 on yearly basis. She was informed by the respondent No. 2 vide communication dated 31.01.2023 that her job contract had expired on 31.12.2022 and another person has been taken on job in her place.

According to the applicant/workman she had been working on a vacant post under the management of ESIC. This was a permanent post and of perennial nature, the management adopted unfair labour practice in engaging her on contract basis as outsourced employee on year to year basis, thus action of management is in violation of section 25(F), 25(G) and 25(H) of the Act.

It is further the case of the applicant/workman that, she is the 'workman' as defined under section 2(s) of the Act, the managements are industry' as defined under section 2(j) of the Act and her disengagement is 'retrenchment' as defined under section 2(oo) of the Act. She has sought a relief of her reinstatement with full back wages and benefits holding the action of the managements in terminating her service against law.

In its written statement of defense, the management of ESIC has taken the case that she was appointed by them on contract basis for a period of one year w.e.f., 09.06.2016, this was later extended on same terms and conditions on a mutual agreement for one year i.e., till 08.06.2018 which was further extended on same terms and conditions on mutual agreement till 30.11.2018. Thereafter the policy of engaging I.T. Manager and I.T. Assistants was changed by the ESIC, Head Quarter vide its letter I-20/14/01/2016-ICT in (IT Man Power) dated 10.08.2018 and it was decided to hire man power through NICS I empanelled agencies. It is in pursuance of this policy change, M/s Silvertouch Technologies Ltd. was authorized by NICS I to provide man power in M.P. Region of ESIC. The applicant/workman was selected by the outsourcing agency i.e., M/s Silvertouch Technologies Ltd. and was appointed by them she was posted with the ESIC as an outsourced employee of the outsourcing company M/s Silvertouch Technologies Ltd.

It is further the case of the management that the policy of hiring man power is again changed vide letter I-20/14/01/2016-ICT in (IT Man Power) dated 03.08.2020 and it was directed to take service of I.T. man power through GeM and empanelled agencies as per qualification and experience approved earlier.

It is in pursuance of this policy the change, M/s Hybrid Fleet Management Private Limited was hired through GeM Portal to provide the man power to ESIC. They hired services of the applicant/workman and she was posted as outsourced employee with the ESIC at Gwalior thus after the policy change in 2018, she was never the employee of ESIC rather she was outsourced employee of the outsourcing agency posted with ESIC. Hence, there is no occasion of her disengagement by management of ESIC because there is no relation of employer or employee between the applicant/workman and ESIC. Also it has been pleaded that she is not a 'workman' as defined under the Act. Thus, according to management of ESIC, their action is not questionable they have requested that the reference be answered against the workman.

The outsourcing agency which is **M/s Hybrid Fleet Management Private Ltd.** has pleaded in their written statement of defense that they had appointed her purely on contract basis on year to year basis and provided her services to ESIC as outsourced employee under the contract of man power supply awarded to them by ESIC. Her contract was for a fixed term which expired and was not renewed by them.

According to them, her non renewal of service contract is not a case of retrenchment as defined under section 2 (oo) of the Act. They have also prayed that the reference be answered against the workman.

In evidence, the Workman has filed her affidavit, as her Examination-in-chief. She has also filed her letter of termination of her appointment on expiry of her tenure issued on 31.01.2023, letter of appointment

dated 30.12.2021 issued by M/s Hybrid Fleet Management, admitted by management of M/s Hybrid Fleet Management man power.

Management has not filed any documentary evidence.

I have heard argument of Learned Counsel for the applicant/workman Mr. Aditya Ahiwasi, Mr. Sanjeev Tuli for ESIC and Mr. Ravindra Gupta for M/s Hybrid Fleet Management Private Limited and I have gone through the record.

The main argument of Learned Counsel for the workman is that, there is vacancy of I.T. Assistant with the management of ESIC, this vacancy is of permanent and perennial nature, the management has been adopting unfair labour practice by engaging contract labour for a job of permanent nature. The workman was first appointed on contract by the management of ESIC for a fixed term extended on year to year basis and thereafter her services were transferred to outsourcing companies and she worked with ESIC as outsourcing employee, she is qualified for the post and the work is still being taken by other outsourcing employee by ESIC. Thus, the action of management in continuing her as out sourced employee by way of extending her service contract year by year is bad in law and she is entitled to be reinstated as employee of ESIC.

On the other hand, **Learned Counsel for ESIC has submitted** that they had appointed the workman for a fixed term of one year in 2016 which was extended for another one year up to 2018 (details mentioned earlier) and thereafter they had no relation with her as an employer and employee because her service contract was not extended further and it expired due to completion of tenure in the service agreement, thereafter she worked with them as outsourced employee through outsourcing agency. Hence, they have nothing to do with her termination and cannot be held liable for it.

It has been **submitted on behalf of the outsourcing agency** that her service agreement was for a fixed term which was not renewed after expiry of the term, this is not retrenchment, hence there is no illegality.

The Learned Counsel for workman has relied on judgment of Hon'ble Supreme Court in the case of **Sudarshan Rajpoot v/s U.P. State Road Transport Corporation (2015) II, SCC 317.**

On perusal of record in the light of rival arguments, the reference itself appears to be the issue for determination.

Before entering into any discussion some relevant provision are required to be reproduced which are as follows:-

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

2(k) “industrial dispute” means any dispute or difference between employers and employees, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person;

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

(a) voluntary retirement of the workman; or

(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

(bb) termination of the service of the workman as a result of the non-renewal of 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;

11A. Powers of Labour Courts, Tribunals and National Tribunals to give appropriate relief in case of discharge or dismissal of workmen.—Where an industrial dispute relating to the discharge or dismissal of a workman has been referred to a Labour Court, Tribunal or National Tribunal for adjudication and, in the course of the adjudication proceedings, the Labour Court, Tribunal or National Tribunal, as the case may be, is satisfied that the order of discharge or dismissal was not justified, it may, by its award, set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions, if any, as it thinks fit, or give such other relief to the workman including the award of any lesser punishment in lieu of discharge or dismissal as the circumstances of the case may require: Provided that in any proceeding under this section the Labour Court, Tribunal or National Tribunal, as the case may be, shall rely only on the materials on record and shall not take any fresh evidence in relation to the matter.

2(ra) “unfair labour practice” means any of the practices specified in the Fifth Schedule;

THE FIFTH SCHEDULE See section 2(ra) UNFAIR LABOUR PRACTICES I.—On the part of employers and trade unions of employers

1. To interfere with, restrain from, or coerce, workmen in the exercise of their right to organise, form, join or assist a trade union or to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection, that is to say:— (a) threatening workmen with discharge or dismissal, if they join a trade union;

(b) threatening a lock-out or closure, if a trade union is organised;

(c) granting wage increase to workmen at crucial periods of trade union organisation, with a view to undermining the efforts of the trade union organisation.

2. To dominate, interfere with or contribute support, financial or otherwise, to any trade union, that is to say:—

(a) an employer taking an active interest in organising a trade union of his workmen; and

(b) an employer showing partiality or granting favour to one of several trade unions attempting to organise his workmen or to its members, where such a trade union is not a recognised trade union. 3. To establish employer sponsored trade unions of workmen.

4. To encourage or discourage membership in any trade union by discriminating against any workman, that is to say:—

(a) discharging or punishing a workman, because he urged other workmen to join or organise a trade union;

(b) discharging or dismissing a workman for taking part in any strike (not being as trike which is deemed to be an illegal strike under this Act);

(c) changing seniority rating of workmen because of trade union activities;

(d) refusing to promote workmen to higher posts on account of their trade union activities;

(e) giving unmerited promotions to certain workmen with a view to creating discord amongst other workmen, or to undermine the strength of their trade union;

(f) discharging office-bearers or active members of the trade union on account of their trade union activities.

5. To discharge or dismiss workmen—

(a) by way of victimisation;

(b) not in good faith, but in the colourable exercise of the employer's rights;

(c) by falsely implicating a workman in a criminal case on false evidence or on concocted evidence;

(d) for patently false reasons;

(e) on untrue or trumped up allegation of absence without leave;

(f) in utter disregard of the principles of natural justice in the conduct of domestic enquiry or with undue haste; for misconduct of a minor or technical character, without having any regard to the nature of the particular misconduct or the past record or service of the workman, thereby leading to a disproportionate punishment.

6. To abolish the work of a regular nature being done by workmen, and to give such work to contractors as a measure of breaking a strike.

7. To transfer a workman mala fide from one place to another, under the guise of following management policy.

8. To insist upon individual workmen, who are on a legal strike to sign a good conduct bond, as a pre-condition to allowing them to resume work.

9. To show favouritism or partiality to one set of workers regardless of merit.

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.

11. To discharge or discriminate against any workman for filing charges or testifying against an employer in any enquiry or proceeding relating to any industrial dispute.

12. To recruit workmen during a strike which is not an illegal strike.

13. Failure to implement award, settlement or agreement.

14. To indulge in acts of force or violence.

15. To refuse to bargain collectively, in good faith with the recognised trade unions.

16. Proposing or continuing a lock-out deemed to be illegal under this Act.

25T. Prohibition of unfair labour practice.—No employer or workman or a trade union, whether registered under the Trader Unions Act, 1926 (18 of 1926), or not, shall commit any unfair labour practice.

25U. 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.

As regards to the issue that whether the applicant is a workman as defined under the Act or not, Hon'ble High Court of Bombay in the case of *Union Carbide (India) Ltd. V.s. Ramesh Kumbla and Others* reported in MANU/MH/0073/1999 and another judgment of the same High Court in the case of *Union Carbide (India) Ltd. V.s. D. Samuel and Others* reported in MANU/MH/1713/1998, may be referred in this respect. In these two cases, after analyzing the judgment of various High Courts and Hon'ble Supreme Court, the Single Bench of Hon'ble Bombay High Court has summarized the principles on the basis of which it is to be decided whether the Applicant is in supervisory capacity or not. These tests mentioned in **Para 34 and 35** of the Judgment are being reproduced as follows:

Para-34. In so far as the Apex Court is concerned, some of the tests laid down are:

- (1) Designation is not material but what is important is the nature of work.
- (2) Find out the dominant purpose of employment and not any additional duties the employee may be performing.
- (3) Can he bind the Company/employer to some kind of decisions on behalf of the Company/employer.
- (4) Has the employee power to direct or oversee the work of his subordinates.
- (5) Has the power to sanction leave or recommend it; and
- (6) Has he the power to appoint, terminate or take disciplinary action against workmen.

Para-35. From the judgment of this Court and the other High Courts some of the tests apart from what the Apex Court has stated are:

- (a) Whether the employee can examine the quality of work and whether such work is performed in satisfactory manner or not;
- (b) Does the employee have powers of assigning duties and distribution of work;
- (c) Can he indent material and distribute the same amongst the workmen;
- (d) Even though he has no authority to grant leave does he have power to recommend leave;
- (e) Are there persons working under him;
- (f) Has he the power to supervise the work of men and not merely machines;
- (g) Does he mark the attendance of other employees;
- (h) Does he write the confidential reports of his subordinates.

The judgment of Hon'ble Supreme Court in the case of *S.K. Maini vs. M/s. Carona Sahu Company*, (1994) 3 SCC 510. Para 9, 10 & 11 of this judgment are being reproduced as follows :-

"9. After giving our careful consideration to the facts and circumstances of the case and the submissions made by the learned counsel for the parties, it appears to us that whether or not an employee is a workman under Section 2(s) of the Industrial Disputes Act is required to be determined with reference to his principal nature of duties and functions. Such question is required to be determined with reference to the facts and circumstances of the case and materials on record and it is not possible to lay down any strait-jacket formula which can decide the dispute as to the real nature of duties and functions being performed by an employee in all cases. When an employee is employed to do the types of work enumerated in the definition of workman under Section 2(s), there is hardly any difficulty in treating him as a workman under the appropriate classification but in the complexity of industrial or commercial organisations quite a large number of employees are often required to do more than one kind of work. In such cases, it becomes necessary to determine under which classification the employee will fall for the purpose of deciding whether he comes within the definition of workman or goes out of it. In this connection, reference may be made to the decision of this Court in *Burmah Shell Oil Storage and Distribution Co. of India Ltd. v. Burmah Shell Management*

Staff Assn. [(1970) 3 SCC 378 : (1971) 2 SCR 758 : (1970) 2 LLJ 590] In All India Reserve Bank Employees' Assn. v. Reserve Bank of India [(1965) 2 LLJ 175 : AIR 1966 SC 305 : (1966) 1 SCR 25] it has been held by this Court that the word 'supervise' and its derivatives are not words of precise import and must often be construed in the light of context, for unless controlled, they cover an easily simple oversight and direction as manual work coupled with the power of inspection and superintendence of the manual work of others. It has been rightly contended by both the learned counsel that the designation of an employee is not of much importance and what is important is the nature of duties being performed by the employee. The determinative factor is the main duties of the employee concerned and not some works incidentally done. In other words, what is, in substance, the work which employee does or what in substance he is employed to do. Viewed from this angle, if the employee is mainly doing supervisory work but incidentally or for a fraction of time also does some manual or clerical work, the employee should be held to be doing supervisory works. Conversely, if the main work is of manual, clerical or of technical nature, the mere fact that some supervisory or other work is also done by the employee incidentally or only a small fraction of working time is devoted to some supervisory works, the employee will come within the purview of 'workman' as defined in Section 2(s) of the Industrial Disputes Act.

10. In *McLeod and Co. v. Sixth Industrial Tribunal, W.B.* [AIR 1958 Cal 273] P.B. Mukharji, J. of the Calcutta High Court as the learned Chief Justice then was, observed that whether a person was a workman within the definition of the Industrial Disputes Act would be the very foundation of the jurisdiction of the Industrial Tribunal. The court further observed that in order to determine the categories of service indicated by the use of different words like 'supervisory', 'managerial' and 'administrative', it was not necessary to import the notions of one into the interpretation of the other. The words such as 'supervisory', 'managerial' and 'administrative' are advisedly loose expressions with no rigid frontiers and too much subtlety should not be used in trying to precisely define where supervision ends and management begins or administration starts. For that would be theoretical and not practical. It has to be broadly interpreted from a common sense point of view where tests will be simple both in theory and in their application. The learned Judge further observed that a supervisor need not be a manager or an administrator and a supervisor can be a workman so long as he did not exceed the monetary limitation indicated in the section and a supervisor irrespective of his salary is not a workman who has to discharge function mainly of managerial nature by reasons of the duties attached to his office or of the powers vested in him. The aforesaid decision of the Calcutta High Court was noted with approval by this Court in *National Engineering Industries Ltd. v. Shri Kishan Bhageria* [1988 Supp SCC 82 : 1988 SCC (L&S) 428 : AIR 1988 SC 329].

11. It may be noted in this connection that in view of the amendment of Section 2(s) enlarging the ambit of the classification of various types of workmen except managerial force, entire labour force has been included within the definition of workman under Section 2(s) as has been indicated by this Court in *S.K. Verma v. Mahesh Chandra* [(1983) 4 SCC 214 : 1983 SCC (L&S) 510 : (1983) 3 SCR 799]. But if the principal function is of supervisory nature, the employee concerned will not be workman only if he draws a particular quantum of salary at the relevant time as indicated in Section 2(s). In the instant case, it, however, appears to us that Shri Maini as Manager/In-charge of the shop was made responsible and liable to make good such amount of credit whether such sale on credit had been made by him or by any other member of the staff in employment under him with or without his knowledge. Under the terms and conditions of service, he was asked to take charge of the shop to which his service was transferred. Mr Maini, under the terms and conditions of service, was required to be held responsible and liable for any loss suffered by the Company due to deterioration of the quality of the stock or any part thereof and loss of any of the other articles lying in the shop caused by reason of any act of negligence and/or omission to take any precaution by the employees. Mr Maini was also required to notify the Company by trunk call and/or telegram not later than three hours after the discovery in the said shop of any fire, theft, burglary, loot or arson. He was required to investigate into the matter immediately and get the cause and amount of loss established by local authorities. Mr Maini as in-charge of the shop was required to keep and maintain proper accounts as approved by the Company indicating the exact amount to be paid from the receipts from the respective staff. Under Clause XIII of the terms and conditions of the service, Mr Maini would remain fully responsible to the Company for damages or loss caused by acts or commission of the loss of the employees of the shop. Under Clause XV of the terms and conditions of service, the shop in-charge was required to keep himself fully conversant with all the regulations in force which may come into force from time to time with regard to Octroi, Sales Tax and Shops and Commercial Establishments Act and/or any other local regulation applicable to the shop. Clause XXI indicates that non-compliance with any of the local or State Acts or Central Acts would be viewed seriously and Manager would be held responsible for any fine/penalty imposed and/or prosecution launched against the Company. It also appears that in the event of a salesman being absent, the shop in-charge is empowered to appoint temporary helper for the said period to work as acting salesman. Similarly, in the event of helper being absent, the shop manager is also empowered to appoint part-time sweeper and to entrust the work of a helper to a sweeper. Such functions, in our view, appear to be administrative and managerial. By virtue of his being in-charge of the shop, he was the principal officer-in-charge of the management of the shop. We

therefore find justification in the finding of the High Court that the principal function of the appellant was of administrative and managerial nature. It is true that he himself was also required to do some works of clerical nature but it appears to us that by and large Shri Maini being in-charge of the management of the shop had been principally discharging the administrative and managerial work. A manager or an administrative officer is generally invested with the power of supervision in contradistinction to the stereotype work of a clerk. This Court in Lloyds Bank Ltd. v. Panna Lal Gupta [(1961) 1 LLJ 18 : AIR 1967 SC 428] has indicated that a manager or administrator generally occupies a position of command or decision and is authorised to act in certain matters within the limits of his authority without the sanction of his superior. In the instant case within the authority indicated in the terms and conditions of his service, Shri Maini was authorised to take decisions in the matter of temporary appointments and in taking all reasonable steps incidental to the proper running of the shop. Precisely for the said reason, Shri Maini had signed the statutory forms as an employer. It should be borne in mind that an employee discharging managerial duties and functions may not, as a matter of course, be invested with the power of appointment and discharge of other employees. It is not unlikely that in a big set-up such power is not invested to a local manager but such power is given to some superior officers also in the management cadre at divisional or regional level. The unit in a local shop may not be large but management of such small unit may fulfil the requirements and incidences of managerial functions. On a close scrutiny of the nature of duties and functions of the Shop Manager with reference to the admitted terms and conditions of service of Shri Maini, it appears to us that the High Court was justified in holding that the appellant was not a workman under Section 2(s) of the Industrial Disputes Act. In the aforesaid facts, it is not necessary to go into the question as to whether or not domestic enquiry had been properly conducted or the Enquiring Officer had acted with bias. It is also not necessary to decide for the purpose of the disposal of the appeal as to whether or not the Company was entitled to lead fresh evidence in support of the domestic enquiry before the Labour Court. The appeal is, therefore, dismissed without, however, any order as to cost."

In another case of *Vandana Joshi vs. Standard Charter Bank MANU/MH/1391/2010*, decided by Hon'ble High Court of Bombay it has been laid down *that the question as to whether the employee is a applicant or not must be decided with reference to the dominant nature of the duties and responsibilities performed by employee.*

In the case of *Arkal Govind Rao vs. Ciba Geigy of India, reported in (1985) 3 SCC 371*, it was held that *the person concerned would not cease to be a applicant if he performs some supervisory duty but he must be a person engaged in supervisory duty and the test to be employed is what was the primary, basic or dominant nature of duties for which the person whose status is under inquiry was employed.*

Now analyzing the evidence in the case in hand on the basis of tests laid down in the aforesaid Judgments, it comes out that the role and duties of the Applicant/Petitioner have not been defined in his letter of service contract. There is nothing on record to show that the workman was working in any managerial or supervisory capacity. Hence the applicant is held to be a workman as defined under section 2(s) of the Act.

It is undisputed that when the service of the workman was terminated, she was working on contract basis which was for one year, expired on 30.12.2022. The termination letter filed by the workman shows that it was issued by the outsourcing agency and ground of termination was expiry of her tenure. Since the termination of her service was on the ground of expiry of tenure and a fixed term service contract, it does not qualify to be a retrenchment as defined under section 7 (oo) of the Act.

Since the termination of service of the workman is held not retrenchment, she is held not entitled to the benefit of section 25(F), 25(G) and 25(H) of the Act because they are applied in case of retrenchment only.

The second argument of learned counsel for the workman is that the outsourcing agreement itself is bad in law and is sham agreement because it is a prohibited agreement under **Contract Labour (Regulation & Abolition) Act, 1970**, he has referred to section 10 of the Act which is being reproduced as follows:-

"10. Prohibition of employment of contract labour. -

(1) Notwithstanding anything contained in this Act, the appropriate Government may, after consultation with the Central Board or, as the case may be, a State Board, prohibit, by notification in the Official Gazette, employment of contract labour in any process, operation or other work in any establishment.

(2) Before issuing any notification under sub-section (1) in relation to an establishment, the appropriate Government shall have regard to the conditions of work and benefits provided for the contract labour that establishment and other relevant factors, such as-

(a) whether the process, operation or other work is incidental to, or necessary for the industry, trade, business, manufacture or occupation that is carried on in the establishment ;

(b) whether it is of perennial nature, that is to say, it is so of sufficient duration having regard to the nature of industry, trade, business, manufacture or occupation carried on in that establishment;

(c) whether it is done ordinarily through regular workmen in that establishment or an establishment similar thereto;

(d) whether it is sufficient to employ considerable number of whole-time workmen.
Explanation.- If a question arises whether any process or operation or other work is of perennial nature, the decision of the appropriate Government thereon shall be final.”

The learned counsel further submits that it is established that there is a vacancy of permanent nature with the ESIC, hence, contract labour could not be engaged for it, **secondly**, there is nothing to show that ESIC are registered as a principal employer, hence, not authorized to engage contract manpower on outsourcing basis through outsourcing agency, also that she has been working firstly as contract employee of ESIC for two years and thereafter as outsourcing employee through outsourcing agency on the same post for another five years.

Learned counsel also submits that engaging Badli, Casual or Temporaries employees on permanent post is unfair labour practice as defined in the Act and is prohibited in the Act, hence, outsourcing agreements are sham contracts and contractors are sham contractors engaged just to flout law in this respect infact, outsourcing agreements itself are sham agreement. Learned counsel also submits that it has to be kept in mind that she has been working at the site of ESIC and under direction as well control of ESIC officers.

Learned counsel as further referred to following paragraphs of the judgment referred **Sudarshan Rajpoot v/s U.P. State Road Transport Corporation (2015) II, SCC 317** which are being reproduced as follows:-

11. It has been contended by the learned counsel for the appellant workman that the High Court has erred in placing reliance upon the decision of this Court in *Umadevi (3) case* [State of Karnataka v. Umadevi (3), (2006) 4 SCC 1 : 2006 SCC (L&S) 753], which was distinguished inasmuch as the said case is not applicable to the case on hand for the reason that the appellant workman is a “workman” as defined under Section 2(z) of the UPID Act and the respondent is the statutory corporation which is an undertaking of the State Government and therefore, as it is an instrumentality of the State Government, it will come within the definition of “industry” as defined under Section 2(k) of the UPID Act. Therefore, the said provisions of the UPID Act are applicable to the appellant workman as he is a “workman” as defined under Section 2(z) of the UPID Act and Section 2(s) of the ID Act, 1947.

12. Further, it is contended that the High Court has failed to consider the “unfair labour practice” as defined under Section 2(ra) of the ID Act, 1947 read with Sections 25-T and 25-U and Schedule V of the ID Act. Item 10 of Schedule V of the ID Act prohibits the employer to employ workmen as badlis, casuals or temporaries and to continue them as such for years in the Corporation, with the object of depriving them of the status and privileges of permanent workmen is prohibited. It is further contended that the respondent Corporation is liable for penal action under the provisions of Section 25-U of the ID Act. In support of the above contention, reliance was placed on the three-Judge Bench decision of this Court in *Chief Conservator of Forests v. Jagannath Maruti Kondhare* [Chief Conservator of Forests v. Jagannath Maruti Kondhare, (1996) 2 SCC 293 : 1996 SCC (L&S) 500].

13. On the other hand, the learned counsel appearing on behalf of the respondent Corporation sought to justify the correctness of the finding and reasons recorded by the High Court in the impugned judgment [U.P. SRTC v. Sudarshan Rajpoot, Writ-C No. 21553 of 2005, order dated 5-3-2008 (All)]. Alternatively, it is contended that even if the order of termination is bad in law, the workman who is working on the contract basis is not entitled for reinstatement with full back wages as per the view taken by this Court in several decisions. Therefore, the learned counsel for the respondent Corporation submits that the impugned judgment [U.P. SRTC v. Sudarshan Rajpoot, Writ-C No. 21553 of 2005, order dated 5-3-2008 (All)] and order need not be interfered with by this Court in exercise of its appellate jurisdiction.

14. With reference to the abovesaid rival legal contentions the following substantial questions would arise for our consideration:

14.1. (i) Whether the High Court is justified in passing the impugned judgment [U.P. SRTC v. Sudarshan Rajpoot, Writ-C No. 21553 of 2005, order dated 5-3-2008 (All)], order and reversing the award passed by the Labour Court?

14.2. (ii) Whether the order of termination passed against the appellant workman amounts to retrenchment as defined under Section 2(s) of the UPID Act, 1947?

14.3. (iii) Whether non-compliance with the statutory provisions under Sections 6-N and 6-Q of the UPID Act which are analogous with Sections 25-F and 25-H, respectively, of the ID Act, 1947 renders the order of termination void ab initio in law?

14.4. (iv) What relief is the appellant workman entitled to?

15. To answer the above substantial questions of law it is necessary for this Court to extract the order of termination passed by the Assistant Regional Manager of the Corporation, which reads thus:

“OFFICE OF ASSISTANT REGIONAL MANAGER,

U.P. TRANSPORT CORPORATION, AZAD NAGAR DEPOT

Letter No. ARM/A. Ngr/Bus Accident 0582/2000/3591 dated 29-7-2000

OFFICE ORDER

On 7-6-1999 vehicle bearing No. 8582 which had met with an accident which was being driven on 7-6-1999 by Shri Sudarshan Rajpoot, contractual driver and conductor Shri Kamta Prasad on Deoria to Kanpur route and accident occurred on the way at 1.30 a.m. in the night at Village Palhari, Barabanki near Police Station Safdarganj and due to negligent driving of the driver, department suffered heavy loss.

Hence, in order to meet departmental loss, forfeiting security of driver Shri Sudarshan Rajpoot, I pass the order to strike off his name from the contract roll with an immediate effect. His name be struck off from contract roll.

sd/-

(Illegible)

(Sad Sayed)

Assistant Regional Manager,

Azad Nagar, Depot"

(emphasis supplied)

In the aforesaid order of termination it is specially mentioned that the appellant workman was appointed as a driver on contractual basis. It has been further stated that the accident occurred on 7-6-1999 due to the negligent driving of the appellant workman resulting in heavy loss to the Department of the respondent Corporation. In order to meet the departmental loss, security amount of driver was forfeited and Assistant Regional Manager had struck off the name of the appellant workman from the contract employees roll with immediate effect.

16. The respondent Corporation has neither produced documentary evidence nor showed before the Labour Court that the appellant workman was appointed on contract basis. The fact that he deposited Rs 2000 towards security amount with the respondent Corporation indicates that he was working as a driver on a permanent basis. In view of Schedule V, Item 10 of the ID Act, 1947 the respondent Corporation is prohibited from engaging the appellant workman as a badli, casual or temporary workman to work on permanent basis. The fact that he had been continuously working for more than 3 years and he had rendered more than 240 days of service as the driver in a calendar year until his termination order and yet he is being engaged on a contractual basis in the respondent Corporation is statutorily prohibited. The same amounts to an unfair labour practice as defined under Section 2(ra) read with Section 25-T, which action of the Corporation is punishable under Section 25-U of the ID Act. This legal position is settled by this Court in Chief Conservator of Forests case [Chief Conservator of Forests v. Jagannath Maruti Kondhare, (1996) 2 SCC 293 : 1996 SCC (L&S) 500] wherein it was held as under : (SCC pp. 302-03, para 22)

"22. ... In our opinion, it would be permissible on facts of a particular case to draw the inference mentioned in the second part of the item, if badlis, casuals or temporaries are continued as such for years. We further state that the present was such a case inasmuch as from the materials on record we are satisfied that the 25 workmen who went to the Industrial Court of Pune (and 15 to the Industrial Court, Ahmednagar) had been kept as casuals for long years with the primary object of depriving them of the status of permanent employees inasmuch as giving of this status would have required the employer to pay the workmen at a rate higher than the one fixed under the Minimum Wages Act. We can think of no other possible object as, it may be remembered, that the Pachgaon Parwati Scheme was intended to cater to the recreational and educational aspirations also of the populace, which are not ephemeral objects, but par excellence permanent. We would say the same about environment-pollution-care work of Ahmednagar, whose need is on the increase because of increase in pollution. Permanency is thus writ large on the face of both the types of work. If, even in such projects, persons are kept in jobs on casual basis for years the object manifests itself; no scrutiny is required. We, therefore, answer the second question also against the appellants."

25. This Court in the later judgment in Hari Nandan Prasad v. Food Corporation of India [Hari Nandan Prasad v. Food Corporation of India, (2014) 7 SCC 190 : (2014) 2 SCC (L&S) 408] , after advertng to the law laid down in U.P. Power Corpn. Ltd. v. Bijli Mazdoor Sangh [(2007) 5 SCC 755 : (2007) 2 SCC (L&S) 258] and Maharashtra SRTC [Maharashtra SRTC v. Casteribe Rajya Parivahan Karmchari Sanghatana, (2009) 8 SCC 556 : (2009) 2 SCC (L&S) 513] wherein Umadevi (3) case [State of Karnataka v. Umadevi (3), (2006) 4 SCC 1 : 2006 SCC (L&S) 753] is adverted to in both the cases, held that on a harmonious reading of the two judgments, even when there are posts available, in the absence of any unfair labour practice the Labour Court cannot give direction for regularisation only because a worker has continued as daily-wage worker/ad hoc/temporary worker for number of years. Further, such a direction cannot be given when the worker concerned does not meet the eligibility requirement of the post in question as per the recruitment rules:

25.1. It was held at para 32 in *Hari Nandan Prasad case* [*Hari Nandan Prasad v. Food Corporation of India*, (2014) 7 SCC 190 : (2014) 2 SCC (L&S) 408] as under : (SCC p. 211)

“32. However, the Court in *Maharashtra SRTC case* [*Maharashtra SRTC v. Casteribe Rajya Parivahan Karmchari Sanghatana*, (2009) 8 SCC 556 : (2009) 2 SCC (L&S) 513] found that the factual position was different in the case before it. Here the post of cleaners in the establishment were in existence. Further, there was a finding of fact recorded that the Corporation had indulged in unfair labour practice by engaging these workers on temporary/casual/daily-wage basis and paying them paltry amount even when they were discharging duties of eight hours a day and performing the same duties as that of regular employees.”

25.2. Further, *Hari Nandan Prasad* [*Hari Nandan Prasad v. Food Corporation of India*, (2014) 7 SCC 190 : (2014) 2 SCC (L&S) 408] referred at para 36, *LIC v. D.J. Bahadur* [(1981) 1 SCC 315 : 1981 SCC (L&S) 111 : (1981) 1 SCR 1083] in which the relevant para 22 of *LIC case* [(1981) 1 SCC 315 : 1981 SCC (L&S) 111 : (1981) 1 SCR 1083] is extracted as under : (*Hari Nandan Prasad case* [*Hari Nandan Prasad v. Food Corporation of India*, (2014) 7 SCC 190 : (2014) 2 SCC (L&S) 408] , SCC p. 213)

“36. ... ‘22. The Industrial Disputes Act is a benign measure which seeks to pre-empt industrial tensions, provide the mechanics of dispute resolutions and set up the necessary infrastructure, so that the energies of the partners in production may not be dissipated in counterproductive battles and the assurance of industrial justice may create a climate of goodwill.’ (*D.J. Bahadur case* [(1981) 1 SCC 315 : 1981 SCC (L&S) 111 : (1981) 1 SCR 1083] , SCC p. 334, per Krishna Iyer, J.)

In order to achieve the aforesaid objectives, the Labour Courts/Industrial Tribunals are given wide powers not only to enforce the rights but even to create new rights, with the underlying objective to achieve social justice. Way back in the year 1950 i.e. immediately after the enactment of the Industrial Disputes Act, in one of its first and celebrated judgment in *Bharat Bank Ltd. v. Employees* [1950 SCC 470 : AIR 1950 SC 188 : 1950 LLJ 921 at p. 948] this aspect was highlighted by the Court observing as under : (AIR p. 209, para 61)

‘61. ... In settling the disputes between the employers and the workmen, the function of the Tribunal is not confined to administration of justice in accordance with law. It can confer rights and privileges on either party which it considers reasonable and proper, though they may not be within the terms of any existing agreement. It has not merely to interpret or give effect to the contractual rights and obligations of the parties. It can create new rights and obligations between them which it considers essential for keeping industrial peace.’”

25.3. And again at para 37, observing that the aforesaid sweeping power conferred upon the Tribunal is not unbridled and is circumscribed by this Court in *New Maneck Chowk Spg. & Wvg. Co. Ltd. v. Textile Labour Assn.* [AIR 1961 SC 867] , the relevant para 6 of which is extracted as under : (*Hari Nandan Prasad case* [*Hari Nandan Prasad v. Food Corporation of India*, (2014) 7 SCC 190 : (2014) 2 SCC (L&S) 408] , SCC p. 213, paras 37-38)

“37. ... ‘6. ... This, however, does not mean that an Industrial Court can do anything and everything when dealing with an industrial dispute. This power is conditioned by the subject-matter with which it is dealing and also by the existing industrial law and it would not be open to it while dealing with a particular matter before it to overlook the industrial law relating to that matter as laid down by the legislature or by this Court.’ (*Textile Labour Assn. case* [AIR 1961 SC 867] , AIR p. 870)

38. It is, thus, this fine balancing which is required to be achieved while adjudicating a particular dispute, keeping in mind that the industrial disputes are settled by industrial adjudication on principle of fair play and justice.”

26. In view of the aforesaid statement of law laid down by this Court after adverting to the powers of the Industrial Tribunal and the Labour Court as interpreted by this Court in the earlier decisions referred to supra, the said principle is aptly applicable to the fact situation of the case on hand, for the reason that the Labour Court recorded a finding of fact in favour of the workman that the termination of services of the appellant herein is not legal and valid and further reaffirmed the said finding and also clearly held that the plea taken in the order of termination that he was appointed on contract basis as a driver is not proved by producing cogent evidence. Further, we hold that even if the plea of the employer is accepted, extracting work though of permanent nature continuously for more than three years, the alleged employment on contract basis is wholly impermissible. Therefore, we have held that it amounts to an unfair labour practice as defined under Section 2(ra) of the ID Act, 1947 read with Section 25-T which is prohibited under Section 25-U, Chapter V-C of the ID Act, 1947. We have to hold that the judgment of the High Court in reversing the award is not legal and the same is set aside by us.

21. In the order of termination, it is alleged that on account of negligent driving of the bus by the appellant workman the accident of the vehicle happened, the said allegation was neither proved in the inquiry required to be conducted nor producing evidence before the Labour Court by the respondent Corporation. Therefore, the High Court has failed to examine the above vital aspects of the case on hand and erroneously interfered with the award

passed by the Labour Court in exercise of its extraordinary and supervisory jurisdiction under Articles 226 and 227 of the Constitution of India. This exercise of power is contrary to the law laid down by this Court in *Harjinder Singh v. Punjab State Warehousing Corpn.* [(2010) 3 SCC 192 : (2010) 1 SCC (L&S) 1146], wherein this Court held thus : (SCC p. 205, para 21)

“21. Before concluding, we consider it necessary to observe that while exercising jurisdiction under Articles 226 and/or 227 of the Constitution in matters like the present one, the High Courts are duty-bound to keep in mind that the Industrial Disputes Act and other similar legislative instruments are social welfare legislations and the same are required to be interpreted keeping in view the goals set out in the Preamble of the Constitution and the provisions contained in Part IV thereof in general and Articles 38, 39(a) to (e), 43 and 43-A in particular, which mandate that the State should secure a social order for the promotion of welfare of the people, ensure equality between men and women and equitable distribution of material resources of the community to subserve the common good and also ensure that the workers get their dues. More than 41 years ago, Gajendragadkar, J. opined that:

‘10. ... the concept of social and economic justice is a living concept of revolutionary import; it gives sustenance to the rule of law and meaning and significance to the ideal of welfare State.’

(*State of Mysore v. Workers of Gold Mines* [AIR 1958 SC 923], AIR p. 928, para 10.)”

24. We are of the opinion that the view taken in *Maharashtra SRTC* [*Maharashtra SRTC v. Casteribe Rajya Parivahan Karmchhari Sanghatana*, (2009) 8 SCC 556 : (2009) 2 SCC (L&S) 513] at para 36 after distinguishing *Umadevi (3)* case [*State of Karnataka v. Umadevi (3)*, (2006) 4 SCC 1 : 2006 SCC (L&S) 753] is the plausible view. Therefore, we have to hold that the finding of the High Court in setting aside the finding of fact recorded by the Labour Court in its award by applying *Umadevi (3)* case [*State of Karnataka v. Umadevi (3)*, (2006) 4 SCC 1 : 2006 SCC (L&S) 753] is wholly untenable in law. Therefore, the same is set aside by this Court.

23. Further, the reliance placed upon the decision of this Court on *Umadevi (3)* case [*State of Karnataka v. Umadevi (3)*, (2006) 4 SCC 1 : 2006 SCC (L&S) 753] by the High Court to reverse the finding of fact recorded in the award in favour of the workman in answering the points of dispute in the negative, is not tenable in law in view of the judgment of this Court in *Maharashtra SRTC v. Casteribe Rajya Parivahan Karmchhari Sanghatana* [*Maharashtra SRTC v. Casteribe Rajya Parivahan Karmchhari Sanghatana*, (2009) 8 SCC 556 : (2009) 2 SCC (L&S) 513], wherein, this Court after advertng to *Umadevi (3)* case [*State of Karnataka v. Umadevi (3)*, (2006) 4 SCC 1 : 2006 SCC (L&S) 753] at para 36, has held that the said case

“does not denude the Industrial and Labour Courts of their statutory power under Section 30 read with Section 32 of the MRTU and PULP Act to order permanency of the workers who have been victims of unfair labour practice on the part of the employer under Item 6 of Schedule IV where the posts on which they have been working exist”. (SCC p. 574)

Further, this Court held that : (SCC p. 574, para 36)

“36. ... *Umadevi (3)* case [*State of Karnataka v. Umadevi (3)*, (2006) 4 SCC 1 : 2006 SCC (L&S) 753] cannot be held to have overridden the powers of the Industrial and Labour Courts in passing appropriate order under Section 30 of the MRTU and PULP Act, once unfair labour practice on the part of the employer under Item 6 of Schedule IV is established.”

The referred case can be distinguished from the facts in hand that the workman was held not contractual employee rather was found the regular employee of the management but the principles laid down by Hon’ble Court are of much significance.

It is a established from evidence that the applicant workman was first appointed by ESIC on contract basis extended on year to year basis and thereafter, her services were taken by ESIC as an outsourced employee supplied by the outsourcing agencies who had employed the workman on contract extended on yearly basis.

By not employing a person on permanent regular basis against the permanent vacancy and engaging contract labours for a work of permanent perennial nature either directly or by outsourcing agencies, the management ESIC is held adopting unfair labour practice which is prohibited under the Act.

Reference may be taken of judgment of Hon’ble Supreme Court in the case of **Jaggo v/s Union of India reported in (2024) SCC Online SC 3826**, the relevant paragraphs of this judgment are 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 thereof 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."

In the light of above discussion and findings the reference is answered as follows:-

AWARD

Holding that the management of ESIC has adopted unfair labour practice with respect to the applicant workman by taking work from her for years as a contract employee and outsourced employee on contract when the vacancy is of permanent nature and is still available, the management of ESIC is directed to initiate a fair and transparent process for recruitment for the position on which, the applicant workman has been working, within six months from the date of publication of award in the Gazette Appellant Workman shall be granted age relaxation for the period she has worked on contract basis with ESIC or as outsourced employee. The management of ESIC shall expedite all necessary administrative processes to ensure that such longtime employees are not indefinitely retained on contractual assignments or through outsourcing, contrary to statutory and equitable norms.

Copy of this judgment be sent to the Ministry as per rules for publication in official Gazette.

DATE:- 23/07/2025

P.K.SRIVASTAVA, Presiding Officer

नई दिल्ली, 8 सितम्बर, 2025

का.आ. 1637.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ईएसआई; मेसर्स हाइब्रिड फ्लीट मैनेजमेंट प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री शैलेन्द्र सिंह गुजर के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेंस नं.-41/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.09.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-131]

सलोनी, उप निदेशक

New Delhi, the 8th September, 2025

S.O. 1637.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 41/2023**) 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 ESI; **M/s Hybrid Fleet Management Private Limited** and **Shri Shailendra Singh Gujar** which was received along with soft copy of the award by the Central Government on 08.09.2025.

[No. Z-16025/04/2025-IR(M)-131]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/41/2023

Present: P.K.Srivastava

H.J.S..(Retd)

1. **Shailendra Singh Gujar,**
101 near Sharma Hospital, Mahal Gaon,
City Centre,
Gwalior (M.P.)- 474004

Workman

Vs

1. **The Regional Director,**
ESI, Indore (MP), Panchdeep Bhavan, Nanadanagar,
Indore, Madhya Pradesh-452011
2. **The Managing Director,**
M/s Hybrid Fleet Management Private Limited,
AC-7. 1st Floor, Tagore Garden,
New Delhi- 110027

Management

(JUDGMENT)

(Passed on this 23rd day of July- 2025)

As per letter dated 22/06/2023 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. 24(17)2023-IR** dt. 22/06/2023. The dispute under reference relates to:

“Whether the action of management of ESI Indore to terminate the services of Sh. Shailendra Singh Gujar, Workman through M/s Hybrid Fleet Management Ltd., a sham contractor, without complying the statutory Provision of the Industrial Disputes Act 1947, is illegal and unjustified in the eye of law or not? If yes, what other relief workman is entitled to?”

Case of the Workman is mainly that, the Employees State Insurance Corporation (ESIC) had invited application for appointment of I.T. Assistant on contract basis. He applied for it and after interview, was selected. He was appointed as I.T. Assistant vide order dated 08.10.2018 w.e.f., 09.06.2016 on contract basis for a period of one year and was posted in the ESCI, at Gwalior. His contract was extended for another one year on the same condition and salary. The management of ESIC had engaged the outsourcing company which is respondent No. 2. Accordingly, from the year 2020-21 onwards, he worked with the ESIC in same capacity but as an outsourcing employee supplied by the outsourcing company (respondent No. 2). His contract was extended up to 2022-23 on yearly basis. He was informed by the respondent No. 2 vide communication dated 03.02.2023 that his job contract had expired on 31.12.2022 and another person has been taken on job in his place.

According to the applicant/workman he had been working on a vacant post under the management of ESIC. This was a permanent post and of perennial nature, the management adopted unfair labour practice in engaging his on contract basis as outsourced employee on year to year basis, thus action of management is in violation of section 25(F), 25(G) and 25(H) of the Act.

It is further the case of the applicant/workman that, he is the 'workman' as defined under section 2(s) of the Act, the managements are industry' as defined under section 2(j) of the Act and his disengagement is 'retrenchment' as defined under section 2(oo) of the Act. He has sought a relief of his reinstatement with full back wages and benefits holding the action of the managements in terminating his service against law.

In its written statement of defense, the management of ESIC has taken the case that he was never appointed by them on contract basis for any period, thereafter the policy of engaging I.T. Manager and I.T. Assistants was changed by the ESIC, Head Quarter vide its letter *I-20/14/01/2016-ICT* in (IT Man Power) dated 10.08.2018 and it was decided to hire man power through NICS I empanelled agencies. It is in pursuance of this policy change, M/s Silvertouch Technologies Ltd. was authorized by NICS I to provide man power in M.P. Region of ESIC. The applicant/workman was selected by the outsourcing agency i.e., M/s Silvertouch Technologies Ltd. and was appointed by them he was posted with the ESIC as an outsourced employee of the outsourcing company M/s Silvertouch Technologies Ltd.

It is further the case of the management that the policy of hiring man power is again changed vide letter *I-20/14/01/2016-ICT* in (IT Man Power) dated 03.08.2020 and it was directed to take service of I.T. man power through GeM and empanelled agencies as per qualification and experience approved earlier.

It is in pursuance of this policy the change, M/s Hybrid Fleet Management Private Limited was hired through GeM Portal to provide the man power to ESIC. They hired services of the applicant/workman and he was posted as outsourced employee with the ESIC at Gwalior thus after the policy change in 2018, he was never the employee of ESIC rather he was outsourced employee of the outsourcing agency posted with ESIC. Hence, there is no occasion of his disengagement by management of ESIC because there is no relation of employer or employee between the applicant/workman and ESIC. Also it has been pleaded that he is not a 'workman' as defined under the Act. Thus, according to management of ESIC, their action is not questionable they have requested that the reference be answered against the workman.

The outsourcing agency which is **M/s Hybrid Fleet Management Private Ltd.** has pleaded in their written statement of defense that they had appointed his purely on contract basis on year to year basis and provided his services to ESIC as outsourced employee under the contract of man power supply awarded to them by ESIC. His contract was for a fixed term which expired and was not renewed by them.

According to them, his non renewal of service contract is not a case of retrenchment as defined under section 2 (oo) of the Act. They have also prayed that the reference be answered against the workman.

In evidence, the Workman has filed his affidavit, as his Examination-in-chief. He has also filed his letter of termination of his appointment on expiry of his tenure issued on 03.02.2023, letter of appointment dated 30.12.201 issued by M/s Hybrid Fleet Management, admitted by management of M/s Hybrid Fleet Management man power.

Management has not filed any documentary evidence.

I have heard argument of Learned Counsel for the applicant/workman Mr. Aditya Ahiwasi, Mr. Sanjeev Tuli for ESIC and Mr. Ravindra Gupta for M/s Hybrid Fleet Management Private Limited and I have gone through the record.

The main argument of Learned Counsel for the workman is that, there is vacancy of I.T. Assistant with the management of ESIC, this vacancy is of permanent and perennial nature, the management has been adopting unfair labour practice by engaging contract labour for a job of permanent nature. The workman was first appointed on contract by the management of ESIC for a fixed term extended on year to year basis and thereafter his services were transferred to outsourcing companies and he worked with ESIC as outsourcing employee, he is qualified for the post and the work is still being taken by other outsourcing employee by ESIC. Thus, the action of management in continuing his as out sourced employee by way of extending his service contract year by year is bad in law and he is entitled to be reinstated as employee of ESIC.

On the other hand, **Learned Counsel for ESIC has submitted** that they had appointed the workman for a fixed term of one year in 2016 which was extended for another one year up to 2018 (details mentioned earlier) and thereafter, they had no relation with his as an employer and employee because his service contract was not extended further and it expired due to completion of tenure in the service agreement, thereafter he worked with them as outsourced employee through outsourcing agency. Hence, they have nothing to do with his termination and cannot be held liable for it.

It has been **submitted on behalf of the outsourcing agency** that his service agreement was for a fixed term which was not renewed after expiry of the term, this is not retrenchment, hence there is no illegality.

The Learned Counsel for workman has relied on judgment of Hon'ble Supreme Court in the case of **Sudarshan Rajpoot v/s U.P. State Road Transport Corporation (2015) II, SCC 317.**

On perusal of record in the light of rival arguments, the reference itself appears to be the issue for determination.

Before entering into any discussion some relevant provision are required to be reproduced which are as follows:-

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

2(k) “industrial dispute” means any dispute or difference between employers and employees, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person;

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

(a) voluntary retirement of the workman; or

(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

(bb) termination of the service of the workman as a result of the non-renewal of 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;

11A. Powers of Labour Courts, Tribunals and National Tribunals to give appropriate relief in case of discharge or dismissal of workmen.—Where an industrial dispute relating to the discharge or dismissal of a workman has been referred to a Labour Court, Tribunal or National Tribunal for adjudication and, in the course of the adjudication proceedings, the Labour Court, Tribunal or National Tribunal, as the case may be, is satisfied that the order of discharge or dismissal was not justified, it may, by its award, set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions, if any, as it thinks fit, or give such other relief to the workman including the award of any lesser punishment in lieu of discharge or dismissal as the circumstances of the case may require: Provided that in any proceeding under this section the Labour Court, Tribunal or National Tribunal, as the case may be, shall rely only on the materials on record and shall not take any fresh evidence in relation to the matter.

2(ra) “unfair labour practice” means any of the practices specified in the Fifth Schedule;

THE FIFTH SCHEDULE See section 2(ra) UNFAIR LABOUR PRACTICES I.—On the part of employers and trade unions of employers

1. To interfere with, restrain from, or coerce, workmen in the exercise of their right to organise, form, join or assist a trade union or to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection, that is to say:— (a) threatening workmen with discharge or dismissal, if they join a trade union;

(b) threatening a lock-out or closure, if a trade union is organised;

(c) granting wage increase to workmen at crucial periods of trade union organisation, with a view to undermining the efforts of the trade union organisation.

2. To dominate, interfere with or contribute support, financial or otherwise, to any trade union, that is to say:—

(a) an employer taking an active interest in organising a trade union of his workmen; and

(b) an employer showing partiality or granting favour to one of several trade unions attempting to organise his workmen or to its members, whether such a trade union is not a recognised trade union. 3. To establish employer sponsored trade unions of workmen.

4. To encourage or discourage membership in any trade union by discriminating against any workman, that is to say:—

(a) discharging or punishing a workman, because he urged other workmen to join or organise a trade union;

(b) discharging or dismissing a workman for taking part in any strike (not being as strike which is deemed to be an illegal strike under this Act);

(c) changing seniority rating of workmen because of trade union activities;

(d) refusing to promote workmen to higher posts on account of their trade union activities;

(e) giving unmerited promotions to certain workmen with a view to creating discord amongst other workmen, or to undermine the strength of their trade union;

(f) discharging office-bearers or active members of the trade union on account of their trade union activities.

5. To discharge or dismiss workmen—

(a) by way of victimisation;

(b) not in good faith, but in the colourable exercise of the employer's rights;

(c) by falsely implicating a workman in a criminal case on false evidence or on concocted evidence;

(d) for patently false reasons;

(e) on untrue or trumped up allegation of absence without leave;

(f) in utter disregard of the principles of natural justice in the conduct of domestic enquiry or with undue haste; for misconduct of a minor or technical character, without having any regard to the nature of the particular misconduct or the past record or service of the workman, thereby leading to a disproportionate punishment.

6. To abolish the work of a regular nature being done by workmen, and to give such work to contractors as a measure of breaking a strike.

7. To transfer a workman mala fide from one place to another, under the guise of following management policy.

8. To insist upon individual workmen, who are on a legal strike to sign a good conduct bond, as a pre-condition to allowing them to resume work.

9. To show favouritism or partiality to one set of workers regardless of merit.

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.

11. To discharge or discriminate against any workman for filing charges or testifying against an employer in any enquiry or proceeding relating to any industrial dispute.

12. To recruit workmen during a strike which is not an illegal strike.

13. Failure to implement award, settlement or agreement.

14. To indulge in acts of force or violence.

15. To refuse to bargain collectively, in good faith with the recognised trade unions.

16. Proposing or continuing a lock-out deemed to be illegal under this Act.

25T. 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.

25U. 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.

As regards to the issue that whether the applicant is a workman as defined under the Act or not, *Hon'ble High Court of Bombay in the case of Union Carbide (India) Ltd. V.s. Ramesh Kumbha and Others reported in MANU/MH/0073/1999 and another judgment of the same High Court in the case of Union Carbide (India) Ltd. V.s. D. Samuel and Others reported in MANU/MH/1713/1998*, may be referred in this respect. In these two cases, after analyzing the judgment of various High Courts and Hon'ble Supreme Court, the Single Bench of Hon'ble Bombay High Court has summarized the principles on the basis of which it is to be decided whether the Applicant is in supervisory capacity or not. These tests mentioned in **Para 34 and 35** of the Judgment are being reproduced as follows:

Para-34. In so far as the Apex Court is concerned, some of the tests laid down are:

(1) **Designation is not material but what is important is the nature of work.**

(2) **Find out the dominant purpose of employment and not any additional duties the employee may be performing.**

(3) **Can he bind the Company/employer to some kind of decisions on behalf of the Company/employer.**

(4) **Has the employee power to direct or oversee the work of his subordinates.**

(5) **Has the power to sanction leave or recommend it; and**

(6) *Has he the power to appoint, terminate or take disciplinary action against workmen.*

Para-35. From the judgment of this Court and the other High Courts some of the tests apart from what the Apex Court has stated are:

- (a) *whether the employee can examine the quality of work and whether such work is performed in satisfactory manner or not;*
- (b) *Does the employee have powers of assigning duties and distribution of work;*
- (c) *Can he indent material and distribute the same amongst the workmen;*
- (d) *Even though he has no authority to grant leave does he have power to recommend leave;*
- (e) *Are these persons working under him;*
- (f) *Has he the power to supervise the work of men and not merely machines;*
- (g) *Dos he mark the attendance of other employees;*
- (h) *Does he write the confidential reports of his subordinates.*

The judgment of Hon'ble Supreme Court in the case of *S.K. Maini vs. M/s. Carona Sahu Company*, (1994) 3 SCC 510. Para 9, 10 & 11 of this judgment are being reproduced as follows :-

*"9. After giving our careful consideration to the facts and circumstances of the case and the submissions made by the learned counsel for the parties, it appears to us that whether or not an employee is a workman under Section 2(s) of the Industrial Disputes Act is required to be determined with reference to his principal nature of duties and functions. Such question is required to be determined with reference to the facts and circumstances of the case and materials on record and it is not possible to lay down any strait-jacket formula which can decide the dispute as to the real nature of duties and functions being performed by an employee in all cases. When an employee is employed to do the types of work enumerated in the definition of workman under Section 2(s), there is hardly any difficulty in treating him as a workman under the appropriate classification but in the complexity of industrial or commercial organisations quite a large number of employees are often required to do more than one kind of work. In such cases, it becomes necessary to determine under which classification the employee will fall for the purpose of deciding whether he comes within the definition of workman or goes out of it. In this connection, reference may be made to the decision of this Court in *Burmah Shell Oil Storage and Distribution Co. of India Ltd. v. Burmah Shell Management Staff Assn.* [(1970) 3 SCC 378 : (1971) 2 SCR 758 : (1970) 2 LLJ 590] In *All India Reserve Bank Employees' Assn. v. Reserve Bank of India* [(1965) 2 LLJ 175 : AIR 1966 SC 305 : (1966) 1 SCR 25] it has been held by this Court that the word 'supervise' and its derivatives are not words of precise import and must often be construed in the light of context, for unless controlled, they cover an easily simple oversight and direction as manual work coupled with the power of inspection and superintendence of the manual work of others. It has been rightly contended by both the learned counsel that the designation of an employee is not of much importance and what is important is the nature of duties being performed by the employee. The determinative factor is the main duties of the employee concerned and not some works incidentally done. In other words, what is, in substance, the work which employee does or what in substance he is employed to do. Viewed from this angle, if the employee is mainly doing supervisory work but incidentally or for a fraction of time also does some manual or clerical work, the employee should be held to be doing supervisory works. Conversely, if the main work is of manual, clerical or of technical nature, the mere fact that some supervisory or other work is also done by the employee incidentally or only a small fraction of working time is devoted to some supervisory works, the employee will come within the purview of 'workman' as defined in Section 2(s) of the Industrial Disputes Act.*

*10. In *Mcleod and Co. v. Sixth Industrial Tribunal*, W.B. [AIR 1958 Cal 273] P.B. Mukharji, J. of the Calcutta High Court as the learned Chief Justice then was, observed that whether a person was a workman within the definition of the Industrial Disputes Act would be the very foundation of the jurisdiction of the Industrial Tribunal. The court further observed that in order to determine the categories of service indicated by the use of different words like 'supervisory', 'managerial' and 'administrative', it was not necessary to import the notions of one into the interpretation of the other. The words such as 'supervisory', 'managerial' and 'administrative' are advisedly loose expressions with no rigid frontiers and too much subtlety should not be used in trying to precisely define whether supervision ends and management begins or administration starts. For that would be theoretical and not practical. It has to be broadly interpreted from a common sense point of view whose tests will be simple both in theory and in their application. The learned Judge further observed that a supervisor need not be a manager or an administrator and a supervisor can be a workman so long as he did not exceed the monetary limitation indicated in the section and a supervisor irrespective of his salary is not a workman who has to discharge function mainly of managerial nature by reasons of the duties attached to his office or of the powers vested in him. The aforesaid decision of the Calcutta High Court was noted with*

approval by this Court in *National Engineering Industries Ltd. v. Shri Kishan Bhageria* [1988 Supp SCC 82 : 1988 SCC (L&S) 428 : AIR 1988 SC 329].

11. It may be noted in this connection that in view of the amendment of Section 2(s) enlarging the ambit of the classification of various types of workmen except managerial force, entire labour force has been included within the definition of workman under Section 2(s) as has been indicated by this Court in *S.K. Verma v. Mahesh Chandra* [(1983) 4 SCC 214 : 1983 SCC (L&S) 510 : (1983) 3 SCR 799]. But if the principal function is of supervisory nature, the employee concerned will not be workman only if he draws a particular quantum of salary at the relevant time as indicated in Section 2(s). In the instant case, it, however, appears to us that Shri Maini as Manager/In-charge of the shop was made responsible and liable to make good such amount of credit whether such sale on credit had been made by him or by any other member of the staff in employment under him with or without his knowledge. Under the terms and conditions of service, he was asked to take charge of the shop to which his service was transferred. Mr Maini, under the terms and conditions of service, was required to be held responsible and liable for any loss suffered by the Company due to deterioration of the quality of the stock or any part thereof and loss of any of the other articles lying in the shop caused by reason of any act of negligence and/or omission to take any precaution by the employees. Mr Maini was also required to notify the Company by trunk call and/or telegram not later than three hours after the discovery in the said shop of any fire, theft, burglary, loot or arson. He was required to investigate into the matter immediately and get the cause and amount of loss established by local authorities. Mr Maini as in-charge of the shop was required to keep and maintain proper accounts as approved by the Company indicating the exact amount to be paid from the receipts from the respective staff. Under Clause XIII of the terms and conditions of the service, Mr Maini would remain fully responsible to the Company for damages or loss caused by acts or commission of the loss of the employees of the shop. Under Clause XV of the terms and conditions of service, the shop in-charge was required to keep himself fully conversant with all the regulations in force which may come into force from time to time with regard to Octroi, Sales Tax and Shops and Commercial Establishments Act and/or any other local regulation applicable to the shop. Clause XXI indicates that non-compliance with any of the local or State Acts or Central Acts would be viewed seriously and Manager would be held responsible for any fine/penalty imposed and/or prosecution launched against the Company. It also appears that in the event of a salesman being absent, the shop in-charge is empowered to appoint temporary helper for the said period to work as acting salesman. Similarly, in the event of helper being absent, the shop manager is also empowered to appoint part-time sweeper and to entrust the work of a helper to a sweeper. Such functions, in our view, appear to be administrative and managerial. By virtue of his being in-charge of the shop, he was the principal officer-in-charge of the management of the shop. We therefore find justification in the finding of the High Court that the principal function of the appellant was of administrative and managerial nature. It is true that he himself was also required to do some works of clerical nature but it appears to us that by and large Shri Maini being in-charge of the management of the shop had been principally discharging the administrative and managerial work. A manager or an administrative officer is generally invested with the power of supervision in contradistinction to the stereotype work of a clerk. This Court in *Lloyds Bank Ltd. v. Panna Lal Gupta* [(1961) 1 LLJ 18 : AIR 1967 SC 428] has indicated that a manager or administrator generally occupies a position of command or decision and is authorised to act in certain matters within the limits of his authority without the sanction of his superior. In the instant case within the authority indicated in the terms and conditions of his service, Shri Maini was authorised to take decisions in the matter of temporary appointments and in taking all reasonable steps incidental to the proper running of the shop. Precisely for the said reason, Shri Maini had signed the statutory forms as an employer. It should be borne in mind that an employee discharging managerial duties and functions may not, as a matter of course, be invested with the power of appointment and discharge of other employees. It is not unlikely that in a big set-up such power is not invested to a local manager but such power is given to some superior officers also in the management cadre at divisional or regional level. The unit in a local shop may not be large but management of such small unit may fulfil the requirements and incidences of managerial functions. On a close scrutiny of the nature of duties and functions of the Shop Manager with reference to the admitted terms and conditions of service of Shri Maini, it appears to us that the High Court was justified in holding that the appellant was not a workman under Section 2(s) of the Industrial Disputes Act. In the aforesaid facts, it is not necessary to go into the question as to whether or not domestic enquiry had been properly conducted or the Enquiring Officer had acted with bias. It is also not necessary to decide for the purpose of the disposal of the appeal as to whether or not the Company was entitled to lead fresh evidence in support of the domestic enquiry before the Labour Court. The appeal is, therefore, dismissed without, however, any order as to cost.”

In another case of *Vandana Joshi vs. Standard Charter Bank* MANU/MH/1391/2010, decided by Hon’ble High Court of Bombay it has been laid down that the question as to whether the employee is a applicant or not must be decided with reference to the dominant nature of the duties and responsibilities performed by employee.

In the case of *Arkal Govind Rao vs. Ciba Geigy of India*, reported in (1985) 3 SCC 371, it was held that the person concerned would not cease to be a applicant if he performs some supervisory duty but he must be a person

engaged in supervisory duty and the test to be employed is what was the primary, basic or dominant nature of duties for which the person whose status is under inquiry was employed.

Now analyzing the evidence in the case in hand on the basis of tests laid down in the aforesaid Judgments, it comes out that the role and duties of the Applicant/Petitioner have not been defined in his letter of service contract. There is nothing on record to show that the workman was working in any managerial or supervisory capacity. Hence the applicant is held to be a workman as defined under section 2(s) of the Act.

It is undisputed that when the service of the workman was terminated, he was working on contract basis which was for one year, expired on 30.12.2022. The termination letter filed by the workman shows that it was issued by the outsourcing agency and ground of termination was expiry of his tenure. Since the termination of his service was on the ground of expiry of tenure and a fixed term service contract, it does not qualify to be a retrenchment as defined under section 7 (oo) of the Act.

Since the termination of service of the workman is held not retrenchment, he is held not entitled to the benefit of section 25(F), 25(G) and 25(H) of the Act because they are applied in case of retrenchment only.

The second argument of learned counsel for the workman is that the outsourcing agreement itself is bad in law and is sham agreement because it is a prohibited agreement under Contract Labour (Regulation & Abolition) Act, 1970, he has referred to section 10 of the Act which is being reproduced as follows:-

“10. Prohibition of employment of contract labour.-

(1) Notwithstanding anything contained in this Act, the appropriate Government may, after consultation with the Central Board or, as the case may be, a State Board, prohibit, by notification in the Official Gazette, employment of contract labour in any process, operation or other work in any establishment.

(2) Before issuing any notification under sub-section (1) in relation to an establishment, the appropriate Government shall have regard to the conditions of work and benefits provided for the contract labour that establishment and other relevant factors, such as-

(a) whether the process, operation or other work is incidental to, or necessary for the industry, trade, business, manufacture or occupation that is carried on in the establishment ;

(b) whether it is of perennial nature, that is to say, it is so of sufficient duration having regard to the nature of industry, trade, business, manufacture or occupation carried on in that establishment;

(c) whether it is done ordinarily through regular workmen in that establishment or an establishment similar thereto;

(d) whether it is sufficient to employ considerable number of whole-time workmen. Explanation.- If a question arises whether any process or operation or other work is of perennial nature, the decision of the appropriate Government thereon shall be final.”

The learned counsel further submits that it is established that there is a vacancy of permanent nature with the ESIC, hence, contract labour could not be engaged for it, **secondly**, there is nothing to show that ESIC are registered as a principal employer, hence, not authorized to engage contract manpower on outsourcing basis through outsourcing agency, also that he has been working firstly as contract employee of ESIC for two years and thereafter as outsourcing employee through outsourcing agency on the same post for another five years.

Learned counsel also submits that engaging Badli, Casual or Temporaries employees on permanent post is unfair labour practice as defined in the Act and is prohibited in the Act, hence, outsourcing agreements are sham contracts and contractors are sham contractors engaged just to flout law in this respect in fact, outsourcing agreements itself are sham agreement. Learned counsel also submits that it has to be kept in mind that he has been working at the site of ESIC and under direction as well control of ESIC officers.

Learned counsel as further referred to following paragraphs of the judgment referred which are being reproduced as follows:-

11. It has been contended by the learned counsel for the appellant workman that the High Court has erred in placing reliance upon the decision of this Court in *Umadevi (3) case [State of Karnataka v. Umadevi (3), (2006) 4 SCC 1 : 2006 SCC (L&S) 753]* , which was distinguished inasmuch as the said case is not applicable to the case on hand for the reason that the appellant workman is a “workman” as defined under Section 2(z) of the UPID Act and the respondent is the statutory corporation which is an undertaking of the State Government and therefore, as it is an instrumentality of the State Government, it will come within the definition of “industry” as defined under Section 2(k) of the UPID Act. Therefore, the said provisions of the UPID Act are applicable to the appellant workman as he is a “workman” as defined under Section 2(z) of the UPID Act and Section 2(s) of the ID Act, 1947.

12. Further, it is contended that the High Court has failed to consider the “unfair labour practice” as defined under Section 2(ra) of the ID Act, 1947 read with Sections 25-T and 25-U and Schedule V of the ID Act. Item 10

of Schedule V of the ID Act prohibits the employer to employ workmen as badlis, casuals or temporaries and to continue them as such for years in the Corporation, with the object of depriving them of the status and privileges of permanent workmen is prohibited. It is further contended that the respondent Corporation is liable for penal action under the provisions of Section 25-U of the ID Act. In support of the above contention, reliance was placed on the three-Judge Bench decision of this Court in *Chief Conservator of Forests v. Jagannath Maruti Kondhare* [Chief Conservator of Forests v. Jagannath Maruti Kondhare, (1996) 2 SCC 293 : 1996 SCC (L&S) 500] .

13. On the other hand, the learned counsel appearing on behalf of the respondent Corporation sought to justify the correctness of the finding and reasons recorded by the High Court in the impugned judgment [U.P. SRTC v. Sudarshan Rajpoot, Writ-C No. 21553 of 2005, order dated 5-3-2008 (All)] . Alternatively, it is contended that even if the order of termination is bad in law, the workman who is working on the contract basis is not entitled for reinstatement with full back wages as per the view taken by this Court in several decisions. Therefore, the learned counsel for the respondent Corporation submits that the impugned judgment [U.P. SRTC v. Sudarshan Rajpoot, Writ-C No. 21553 of 2005, order dated 5-3-2008 (All)] and order need not be interfered with by this Court in exercise of its appellate jurisdiction.

14. With reference to the abovesaid rival legal contentions the following substantial questions would arise for our consideration:

14.1. (i) Whether the High Court is justified in passing the impugned judgment [U.P. SRTC v. Sudarshan Rajpoot, Writ-C No. 21553 of 2005, order dated 5-3-2008 (All)] , order and reversing the award passed by the Labour Court?

14.2. (ii) Whether the order of termination passed against the appellant workman amounts to retrenchment as defined under Section 2(s) of the UPID Act, 1947?

14.3. (iii) Whether non-compliance with the statutory provisions under Sections 6-N and 6-Q of the UPID Act which are analogous with Sections 25-F and 25-H, respectively, of the ID Act, 1947 renders the order of termination void ab initio in law?

14.4. (iv) What relief is the appellant workman entitled to?

15. To answer the above substantial questions of law it is necessary for this Court to extract the order of termination passed by the Assistant Regional Manager of the Corporation, which reads thus:

“OFFICE OF ASSISTANT REGIONAL MANAGER,

U.P. TRANSPORT CORPORATION, AZAD NAGAR DEPOT

Letter No. ARM/A. Ngr/Bus Accident 0582/2000/3591 dated 29-7-2000

OFFICE ORDER

On 7-6-1999 vehicle bearing No. 8582 which had met with an accident which was being driven on 7-6-1999 by Shri Sudarshan Rajpoot, contractual driver and conductor Shri Kamta Prasad on Deoria to Kanpur route and accident occurred on the way at 1.30 a.m. in the night at Village Palhari, Barabanki near Police Station Safdarganj and due to negligent driving of the driver, department suffered heavy loss.

Hence, in order to meet departmental loss, forfeiting security of driver Shri Sudarshan Rajpoot, I pass the order to strike off his name from the contract roll with an immediate effect. His name be struck off from contract roll.

sd/-

(Illegible)

(Sad Sayed)

Assistant Regional Manager,

Azad Nagar, Depot”

(emphasis supplied)

In the aforesaid order of termination it is specially mentioned that the appellant workman was appointed as a driver on contractual basis. It has been further stated that the accident occurred on 7-6-1999 due to the negligent driving of the appellant workman resulting in heavy loss to the Department of the respondent Corporation. In order to meet the departmental loss, security amount of driver was forfeited and Assistant Regional Manager had struck off the name of the appellant workman from the contract employees roll with immediate effect.

16. The respondent Corporation has neither produced documentary evidence nor showed before the Labour Court that the appellant workman was appointed on contract basis. The fact that he deposited Rs 2000 towards security amount with the respondent Corporation indicates that he was working as a driver on a permanent basis. In view of Schedule V, Item 10 of the ID Act, 1947 the respondent Corporation is prohibited from engaging the appellant

workman as a badli, casual or temporary workman to work on permanent basis. The fact that he had been continuously working for more than 3 years and he had rendered more than 240 days of service as the driver in a calendar year until his termination order and yet he is being engaged on a contractual basis in the respondent Corporation is statutorily prohibited. The same amounts to an unfair labour practice as defined under Section 2(ra) read with Section 25-T, which action of the Corporation is punishable under Section 25-U of the ID Act. This legal position is settled by this Court in Chief Conservator of Forests case [*Chief Conservator of Forests v. Jagannath Maruti Kondhare*, (1996) 2 SCC 293 : 1996 SCC (L&S) 500] wherein it was held as under : (SCC pp. 302-03, para 22)

“22. ... In our opinion, it would be permissible on facts of a particular case to draw the inference mentioned in the second part of the item, if badlis, casuals or temporaries are continued as such for years. We further state that the present was such a case inasmuch as from the materials on record we are satisfied that the 25 workmen who went to the Industrial Court of Pune (and 15 to the Industrial Court, Ahmednagar) had been kept as casuals for long years with the primary object of depriving them of the status of permanent employees inasmuch as giving of this status would have required the employer to pay the workmen at a rate higher than the one fixed under the Minimum Wages Act. We can think of no other possible object as, it may be remembered, that the Pachgaon Parwati Scheme was intended to cater to the recreational and educational aspirations also of the populace, which are not ephemeral objects, but par excellence permanent. We would say the same about environment-pollution-care work of Ahmednagar, whose need is on the increase because of increase in pollution. Permanency is thus writ large on the face of both the types of work. If, even in such projects, persons are kept in jobs on casual basis for years the object manifests itself; no scrutiny is required. We, therefore, answer the second question also against the appellants.”

25. This Court in the later judgment in *Hari Nandan Prasad v. Food Corporation of India* [*Hari Nandan Prasad v. Food Corporation of India*, (2014) 7 SCC 190 : (2014) 2 SCC (L&S) 408], after adverting to the law laid down in *U.P. Power Corpn. Ltd. v. Bijli Mazdoor Sangh* [(2007) 5 SCC 755 : (2007) 2 SCC (L&S) 258] and *Maharashtra SRTC* [*Maharashtra SRTC v. Casteribe Rajya Parivahan Karmchhari Sanghatana*, (2009) 8 SCC 556 : (2009) 2 SCC (L&S) 513] wherein *Umadevi* (3) case [*State of Karnataka v. Umadevi* (3), (2006) 4 SCC 1 : 2006 SCC (L&S) 753] is adverted to in both the cases, held that on a harmonious reading of the two judgments, even when there are posts available, in the absence of any unfair labour practice the Labour Court cannot give direction for regularisation only because a worker has continued as daily-wage worker/ad hoc/temporary worker for number of years. Further, such a direction cannot be given when the worker concerned does not meet the eligibility requirement of the post in question as per the recruitment rules:

25.1. It was held at para 32 in *Hari Nandan Prasad case* [*Hari Nandan Prasad v. Food Corporation of India*, (2014) 7 SCC 190 : (2014) 2 SCC (L&S) 408] as under : (SCC p. 211)

“32. However, the Court in *Maharashtra SRTC case* [*Maharashtra SRTC v. Casteribe Rajya Parivahan Karmchhari Sanghatana*, (2009) 8 SCC 556: (2009) 2 SCC (L&S) 513] found that the factual position was different in the case before it. Here the post of cleaners in the establishment was in existence. Further, there was a finding of fact recorded that the Corporation had indulged in unfair labour practice by engaging these workers on temporary/casual/daily-wage basis and paying them paltry amount even when they were discharging duties of eight hours a day and performing the same duties as that of regular employees.”

25.2. Further, *Hari Nandan Prasad* [*Hari Nandan Prasad v. Food Corporation of India*, (2014) 7 SCC 190 : (2014) 2 SCC (L&S) 408] referred at para 36, *LIC v. D.J. Bahadur* [(1981) 1 SCC 315 : 1981 SCC (L&S) 111 : (1981) 1 SCR 1083] in which the relevant para 22 of *LIC case* [(1981) 1 SCC 315 : 1981 SCC (L&S) 111 : (1981) 1 SCR 1083] is extracted as under : (*Hari Nandan Prasad case* [*Hari Nandan Prasad v. Food Corporation of India*, (2014) 7 SCC 190 : (2014) 2 SCC (L&S) 408], SCC p. 213)

“36. ... ‘22. The Industrial Disputes Act is a benign measure which seeks to pre-empt industrial tensions, provide the mechanics of dispute resolutions and set up the necessary infrastructure, so that the energies of the partners in production may not be dissipated in counterproductive battles and the assurance of industrial justice may create a climate of goodwill.’ (*D.J. Bahadur case* [(1981) 1 SCC 315 : 1981 SCC (L&S) 111 : (1981) 1 SCR 1083], SCC p. 334, per Krishna Iyer, J.)

In order to achieve the aforesaid objectives, the Labour Courts/Industrial Tribunals are given wide powers not only to enforce the rights but even to create new rights, with the underlying objective to achieve social justice. Way back in the year 1950 i.e. immediately after the enactment of the Industrial Disputes Act, in one of its first and celebrated judgment in *Bharat Bank Ltd. v. Employees* [1950 SCC 470 : AIR 1950 SC 188 : 1950 LLJ 921 at p. 948] this aspect was highlighted by the Court observing as under : (AIR p. 209, para 61)

‘61. ... In settling the disputes between the employers and the workmen, the function of the Tribunal is not confined to administration of justice in accordance with law. It can confer rights and privileges on either party which it considers reasonable and proper, though they may not be within the terms of any existing agreement. It has not merely to interpret or give effect to the contractual rights and obligations of the parties.

It can create new rights and obligations between them which it considers essential for keeping industrial peace.”

25.3. And again at para 37, observing that the aforesaid sweeping power conferred upon the Tribunal is not unbridled and is circumscribed by this Court in *New Maneck Chowk Spg. & Wvg. Co. Ltd. v. Textile Labour Assn.* [AIR 1961 SC 867], the relevant para 6 of which is extracted as under : (*Hari Nandan Prasad case* [*Hari Nandan Prasad v. Food Corporation of India*, (2014) 7 SCC 190 : (2014) 2 SCC (L&S) 408], SCC p. 213, paras 37-38)

“37. ... ‘6. ... This, however, does not mean that an Industrial Court can do anything and everything when dealing with an industrial dispute. This power is conditioned by the subject-matter with which it is dealing and also by the existing industrial law and it would not be open to it while dealing with a particular matter before it to overlook the industrial law relating to that matter as laid down by the legislature or by this Court.’ (*Textile Labour Assn. case* [AIR 1961 SC 867], AIR p. 870)

38. It is, thus, this fine balancing which is required to be achieved while adjudicating a particular dispute, keeping in mind that the industrial disputes are settled by industrial adjudication on principle of fair play and justice.”

26. In view of the aforesaid statement of law laid down by this Court after advertent to the powers of the Industrial Tribunal and the Labour Court as interpreted by this Court in the earlier decisions referred to supra, the said principle is aptly applicable to the fact situation of the case on hand, for the reason that the Labour Court recorded a finding of fact in favour of the workman that the termination of services of the appellant herein is not legal and valid and further reaffirmed the said finding and also clearly held that the plea taken in the order of termination that he was appointed on contract basis as a driver is not proved by producing cogent evidence. Further, we hold that even if the plea of the employer is accepted, extracting work though of permanent nature continuously for more than three years, the alleged employment on contract basis is wholly impermissible. Therefore, we have held that it amounts to an unfair labour practice as defined under Section 2(ra) of the ID Act, 1947 read with Section 25-T which is prohibited under Section 25-U, Chapter V-C of the ID Act, 1947. We have to hold that the judgment of the High Court in reversing the award is not legal and the same is set aside by us.

21. In the order of termination, it is alleged that on account of negligent driving of the bus by the appellant workman the accident of the vehicle happened, the said allegation was neither proved in the inquiry required to be conducted nor producing evidence before the Labour Court by the respondent Corporation. Therefore, the High Court has failed to examine the above vital aspects of the case on hand and erroneously interfered with the award passed by the Labour Court in exercise of its extraordinary and supervisory jurisdiction under Articles 226 and 227 of the Constitution of India. This exercise of power is contrary to the law laid down by this Court in *Harjinder Singh v. Punjab State Warehousing Corpn.* [(2010) 3 SCC 192 : (2010) 1 SCC (L&S) 1146], wherein this Court held thus : (SCC p. 205, para 21)

“21. Before concluding, we consider it necessary to observe that while exercising jurisdiction under Articles 226 and/or 227 of the Constitution in matters like the present one, the High Courts are duty-bound to keep in mind that the Industrial Disputes Act and other similar legislative instruments are social welfare legislations and the same are required to be interpreted keeping in view the goals set out in the Preamble of the Constitution and the provisions contained in Part IV thereof in general and Articles 38, 39(a) to (e), 43 and 43-A in particular, which mandate that the State should secure a social order for the promotion of welfare of the people, ensure equality between men and women and equitable distribution of material resources of the community to subserve the common good and also ensure that the workers get their dues. More than 41 years ago, Gajendragadkar, J. opined that:

‘10. ... the concept of social and economic justice is a living concept of revolutionary import; it gives sustenance to the rule of law and meaning and significance to the ideal of welfare State.’

(*State of Mysore v. Workers of Gold Mines* [AIR 1958 SC 923], AIR p. 928, para 10.)”

24. We are of the opinion that the view taken in *Maharashtra SRTC* [*Maharashtra SRTC v. Casteribe Rajya Parivahan Karmchari Sanghatana*, (2009) 8 SCC 556 : (2009) 2 SCC (L&S) 513] at para 36 after distinguishing *Umadevi (3) case* [*State of Karnataka v. Umadevi (3)*, (2006) 4 SCC 1 : 2006 SCC (L&S) 753] is the plausible view. Therefore, we have to hold that the finding of the High Court in setting aside the finding of fact recorded by the Labour Court in its award by applying *Umadevi (3) case* [*State of Karnataka v. Umadevi (3)*, (2006) 4 SCC 1 : 2006 SCC (L&S) 753] is wholly untenable in law. Therefore, the same is set aside by this Court.

23. Further, the reliance placed upon the decision of this Court on *Umadevi (3) case* [*State of Karnataka v. Umadevi (3)*, (2006) 4 SCC 1 : 2006 SCC (L&S) 753] by the High Court to reverse the finding of fact recorded in the award in favour of the workman in answering the points of dispute in the negative, is not tenable in law in view of the judgment of this Court in *Maharashtra SRTC v. Casteribe Rajya Parivahan Karmchari Sanghatana* [*Maharashtra SRTC v. Casteribe Rajya Parivahan Karmchari Sanghatana*, (2009) 8 SCC 556 : (2009) 2

SCC (L&S) 513] , wherein, this Court after adverting to *Umadevi (3) case* [*State of Karnataka v. Umadevi (3)*, (2006) 4 SCC 1 : 2006 SCC (L&S) 753] at para 36, has held that the said case

“does not denude the Industrial and Labour Courts of their statutory power under Section 30 read with Section 32 of the MRTU and PULP Act to order permanency of the workers who have been victims of unfair labour practice on the part of the employer under Item 6 of Schedule IV where the posts on which they have been working exist”. (SCC p. 574)

Further, this Court held that : (SCC p. 574, para 36)

“36. ... *Umadevi (3) case* [*State of Karnataka v. Umadevi (3)*, (2006) 4 SCC 1 : 2006 SCC (L&S) 753] cannot be held to have overridden the powers of the Industrial and Labour Courts in passing appropriate order under Section 30 of the MRTU and PULP Act, once unfair labour practice on the part of the employer under Item 6 of Schedule IV is established.”

The referred case can be distinguished from the facts in hand that the workman was held not contractual employee rather was found the regular employee of the management but the principles laid down by Hon'ble Court are of much significance.

It is established from evidence that the applicant workman was first appointed by ESIC on contract basis extended on year to year basis and thereafter, his services were taken by ESIC as an outsourced employee supplied by the outsourcing agencies who had employed the workman on contract extended on yearly basis.

By not employing a person on permanent regular basis against the permanent vacancy and engaging contract labours for a work of permanent perennial nature either directly or by outsourcing agencies, the management ESIC is held adopting unfair labour practice which is prohibited under the Act.

Reference may be taken of judgment of Hon'ble Supreme Court in the case of *Jaggo v/s Union of India reported in (2024) SCC Online SC 3826* , the relevant paragraphs of this judgment are 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 Jago (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 judgment 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 thereof 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."

In the light of above discussion and findings the reference is answered as follows:-

AWARD

Holding that the management of ESIC has adopted unfair labour practice with respect to the applicant workman by taking work from his for years as a contract employee and outsourced employee on contract when the vacancy is of permanent nature and is still available, the management of ESIC is directed to initiate a fair and transparent process for recruitment for the position on which, the applicant workman has been working, within six months from the date of publication of award in the Gazette Appellant Workman shall be granted age relaxation for the period he has worked on contract basis with ESIC or as outsourced employee. The management of ESIC shall expedite all necessary administrative processes to ensure that such longtime employees are not indefinitely retained on contractual assignments or through outsourcing, contrary to statutory and equitable norms.

Copy of this judgment be sent to the Ministry as per rules for publication in official Gazette.

DATE:- 23/07/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 8 सितम्बर, 2025

का.आ. 1638.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एआई एयरपोर्ट सर्विस लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री अनुरूप पाण्डेय के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स नं.-59/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.09.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-132]

सलोनी, उप निदेशक

New Delhi, the 8th September, 2025

S.O. 1638.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 59/2023**) 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 **AI Airport Service Limited** and **Shri Anurup Pandey** which was received along with soft copy of the award by the Central Government on 08.09.2025.

[No. Z-16025/04/2025-IR(M)-132]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/59/2023

Present: P.K.Srivastava

H.J.S..(Retd)

Shri Anuroop Pandey,

House No. 39, Casa Villa Talawali Canda,

Indore (M.P.) 451010

Workman

Vs

The Chief Executive Officer,

AI Airport Service Limited,

2nd Floor, GSD Building Air India Complex Terminal-2,
IGI Airport,
(New Delhi) – 110037

Management

(JUDGMENT)

(Passed on this 18th day of July- 2025)

As per letter dated 25/07/2023 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. 24(23)2023-IR dt. 25/07/2023. The dispute under reference relates to:

“Whether the action of management in AI Airport Service Limited to terminate the services of its workman Shri Anuroop Pandey without conducting proper disciplinary proceeding on the grounds that workman was a Fixed term employee, is correct? If not what other relief workman is entitled to”

Case of the Workman is mainly that, he was appointed as Senior Customer Agent on contractual basis in 2011 for one year. His tenure was extended from time to time and was last extended for one year on 01.06.2023 to 31.05.2023, clause 13 of the contract of service provided that in case the employee wished to leave company at any time then he will have to give one month notice in writing. According to applicant/workman, he submitted his resignation vide letter dated 25.02.2023 and stated in the resignation that the notice period of one month be taken from the date of receipt of the letter by the management. He also sent a copy of this letter on email to the management on 16.03.2023. He had also sent a reminder on 27.03.2023 in this respect. He was informed by management vide communication dated 28.03.2023 that his resignation was not accepted and he was required to serve the notice period as per changed management policy. The management had issued an order on 14.02.2023 whereby they arbitrarily amended the rule with regard to resignation according to which spot resignation would not be accepted and an employee would have to serve three months notice period.

The case of the applicant/workman further is that, he was never informed of the amended rules nor was sent any copy of these rules. He came to know about these amended rules for the first time on 28.03.2023 when management sent their communication dated 28.03.2023 by email. The workman was issued a charge sheet alleging misconduct and was asked to show cause. He denied the charges but the management arbitrarily terminated his services just before five days of completion of his service contract without conducting any enquiry and without giving any opportunity to the applicant/workman to defend himself which is unjust, illegal and arbitrary on the part of the management.

It is *further* the case of the applicant/workman that, **firstly**, the management unilaterally and arbitrarily extended the notice period from one month to three months and also dispensed with spot resignation, made these rules applicable retrospectively which is unjust and illegal as well arbitrary and malafide on the part of the management. The applicant/workman was neither informed about it nor was any fresh service agreement entered into between the applicant/workman and management containing these amended provisions with respect to the notice in case of resignation; hence they cannot bind the applicant/workman. **Secondly**, according to workman, termination of his service contract on the basis of charge is stigmatic for which no enquiry has been conducted.

The workman has requested for holding the action of management in terminating the service conduct of the workman on the basis of charge without conducting a proper disciplinary proceeding is unjust, illegal and arbitrary, he be held to be entitled to be deemed in service and entitled to all the in-service benefits.

Case of the Management as taken by them in their written statement of defense is that the applicant/workman was given a chance to explain and justify his involvement with respect to the charge which was levelling false allegations on the officers and officials of the management without any justification and termination of his employee contract was done after due enquiry and investigation in the matter. The management also contested the allegation of the workman that the office order dated 14.02.2023 extending the notice period was not made to the applicant/workman. According to the management this order was widely circulated among the employees including the workman. Moreover, as mentioned in clause 5.2 of the service contract, the workman was required to keep himself informed about the changed rules with respect to salary and otherwise and management had right to change rules with respect to salary and otherwise which will be acceptable by the applicant/workman.

Management has further stated that, the applicant did not perform his duties with sincerity and honesty and used to make derogatory remarks against his superior officials. He has sent emails on 22.04.2023 and 26.04.2023 to management making such derogatory remarks which caused inconvenience to the management. Thus according to management their action in terminating the employment contract is just and legal, the management has requested that the reference be answered against the workman.

In evidence, the Workman filed documents, admitted by management and marked Ex-W/1 to W/11. The management filed documents, admitted by workman, marked Ex-M/1 to M/5 both the sides have filed affidavits.

I have heard argument of Learned Counsel for the applicant/workman Mr. Siddharth Shrivastava and Learned Counsel Mr. Somesh Shukla for the Management; both the sides have filed written submission also which are part of record. I have gone through the written arguments also.

On perusal of record in the light of rival arguments, the reference itself appears to be the issue for determination.

Both the sides have relied upon the appointment contract of the workman signed between him and the management, the first appointment contract is of 01.08.2011 by which the workman was appointed for one year, the last service contract is of 01.04.2022 commencing from 01.06.2022 to 31.05.2023. Thus this agreement was to expire on 31.05.2023. The Learned Counsel for workman has referred to clause 13.1 of the service agreement which is being reproduced as follows:-

“13.1:- In case you wish to leave your fixed term contractual engagement with the Company at any time, you shall be required to give one month’s notice period in writing or one month’s gross emolument/compensation in lieu of such notice period”.

The case of workman is that he sent his resignation vide letter dated 25.02.2023 stating that the notice period of one month be calculated from the day of receipt of this letter and sent a copy of this letter by email on March 16, 2023. It is further his case that he sent a reminder email on March 27, 2023 with copy of his resignation letter dated 25.02.2023.

Management has taken the case in their pleadings that the resignation letter dated 25.02.2023 is fabricated, it was never served on management. For the first time, the workman served his resignation on 16.03.2023. The photocopy of this letter dated 25.02.2023 has been filed by workman as **Annexure-A/3** to the statement of claim, he has stated about this letter and about sending this letter to management in his affidavit filed before this Tribunal in Para 3 of the affidavit, there is no denial of this fact in the affidavit of the management witness Abdul Gaffar only a denial in pleading is not sufficient, hence the case of the applicant/workman that he did sent his resignation letter dated 25.02.2023 on the date 25.02.2023 is held proved. Furthermore, the Rule 3 as amended by management on 20.02.2023, had it been brought to the notice of the workman till 25.02.2023, there was no occasion for him mentioning one month notice in his resignation. The case of the management is that it was incumbent on the workman to keep himself abreast with all rules and regulations of the management. Learned Counsel for the management has referred to Clause 5.2 of the service agreement in this respect which is being reproduced as follows:-

“5.2:- Further the Company may at any time modify or change or add such terms and conditions, policies, procedures, regulations or rules whether related to your salary or otherwise, and such changes will apply to your job responsibilities and be binding on you after the effective date of the change. It shall be your responsibility to familiarize with any and all such changes and modifications”.

The Learned Counsel for management has further submitted that the rules regarding resignation and notice period were changed by management on 14.02.2023. This office order was applicable to all the categories including the workman also and was duly circulated by Junior Officer vide email communication dated 20.02.2023 to all the Regional Managers/Airport In-charge of management to circulate information in the Office Order to all concerned within their jurisdiction and the Regional Managers/Airport In-charge of the management placed it on the notice board accordingly at the Indore Office where the applicant was working. The applicant has mentioned in his affidavit that these rules were amended from a back date the order amending rules was backdated and was never circulated or communicated at any level.

The management witness Abdul Gaffar states in his affidavit on this point in Para 5 of the affidavit that upon receipt of the said office order, the concerned Regional Managers/Airport In-Charge of the respondent No. 1 had placed it on the notice board for information of all the employees working within their jurisdiction. The petitioner at that time was working at Indore Office and became aware of the Office Order. The verification clause of the affidavit states that all the facts in the affidavit are true and correct to his knowledge. This fact could not be in the personal knowledge of the witness because it was not he who had pasted the notice on the notice board. Certainly he would have come to know this fact of circulation by the person who has put this notice on the notice board. The management who have filed the affidavit of the person who had the personal note of affixing the notice on the notice board at Indore office which was the best evidence available with management in absence of this, adverse inference may be drawn against management at this point, hence on the basis of above discussion the case of the management for the said Circular/Office Order dated 14.02.2023 was circulated by way of pasting it on notice board at Indore office is also not free from suspicion.

Even if it be taken that provisions regarding notice with respect to resignation by workman in the service contract work change, a fresh service agreement was required to be entered into between the applicant/workman and the management as the terms of contract in the first agreement had substantially changed

The termination order dated 03.05.2023, filed by the workman is on record as Ex-W\6, this is being reproduced as follows:-

“This has reference to our letter Ref.No.AIASL/IR/Sr.CSE/2504, dated 1 May, 2023, thereby calling upon you to show cause as to why your contractual engagement should not be terminated in terms of the relevant clauses of the contract, executed by you with the Company, viz., Clause Nos. 4.3, 5.5, 5.5(xiv), 5.5(xv), 12.1(e), 12.1(g), 12.1(k) & 15(1), for the serious acts of misconduct, committed you, including your prolonged unauthorized absence from duties without permission of the competent authority, as detailed in the said Show Cause notice.

We are in receipt of your reply vide your e-mail dated 1 May, 2023, in response to the above-referred Show Cause notice. Your reply has been duly examined by us, but the same has not, at all, been found satisfactory and hence not acceptable to the management.

As the misconducts, committed by you, are very serious in nature indulging into abusing the superior dignitaries as well as tarnishing the entire image of the Company by e-mail communications throughout the network, it has been decided to terminate your contract, executed with the Company, with immediate effect, as per above-referred clauses of the terms & conditions of the Contract.

You are required to surrender the Company properties such as Identity Card, Uniform and other belongings, in your possession, immediately to the office. Your accounts will be settled after checking your commitments, if any.”

The main submission on behalf of the applicant/workman is that this termination order shows that it is stigmatic because this caused stigma, resulting into evil consequences, on the applicant/workman when it levels alleged serious misconduct on his part.

The Learned Counsel has further submitted that the service contract was terminated levelling stigma without a proper departmental enquiry, hence, such termination of service agreement is vitiated in law. The Learned Counsel has submitted that the workman was not issued any charge sheet nor was he asked to appear before the enquiry officer, he was not given any opportunity to defend himself or cross-examine witness, he was not even granted name sake hearing. The respondents unilaterally declared in the impugned termination order the reply of the show cause notice as unsatisfactory without recording any reasons or objective evaluation. Thus, prejudice in the case of the applicant/workman also it has been submitted that this termination order is vitiated by procedural impropriety, non application of mind and legally informed.

The Learned Counsel has referred to a judgment of Hon’ble Madhya Pradesh High Court in the case of **Malkhan Singh Malviya v/s State of M.P., [2018] SCC Online MP 1774; ILR 2018 MP 660** in which it has been laid down that, *“Even an employee not borne out of regular appointment is entitled to be afforded reasonable opportunity of being heard before the stigmatic order can be passed terminating his service and with mere issue of a show cause notice calling reply will not be sufficient in this respect.”*

On the other hand, it has been submitted that from the side of management that the workman was issued a show cause notice, he replied and after his reply was found unsatisfactory his service contract was terminated prematurely. Hence, there is no illegality in adopting the procedure.

The Learned Counsel has referred to judgment of Hon’ble Supreme Court in the case of **State of Uttar Pradesh v/s Smt. Sushmita reported in [2021] Volume III SCC online 108, Para 14** and submitted that where no departmental enquiry is conducted, the employer retains the right to justify this itself before the court by leading evidence and that the absence of departmental enquiry does not itself vitiate the termination.

Considering the arguments on this point submitted by parties as above, in light of record on this point, it comes out that the settled fact is that **firstly**, there was an exit clause in the service agreement providing one month notice or one month salary if any employee wishes to resign his service. This was unilaterally altered that the consent of the concerned employee who had executed the earlier service agreement and probably without duly informing him under the clause in service agreement providing sweeping powers to the management to alter the service conditions in the service agreement with respect to salary and otherwise.

Even if the legality of the unilateral change in the service conditions is kept aside, it is established that before premature termination of service contract the workman was issued a notice by management levelling allegations and serious misconduct in form of intentionally insulting and use improper things for superior officer of the management by the applicant/workman. The show cause notice on record goes to show that he never admitted the charges, he simply stated, **firstly**, that according to service agreement executed between him and the management, his tenure is over, where is evidence with respect to the allegations and **secondly**, denying the allegations. The order of management regarding premature termination of service agreement has been referred earlier which goes to show that the service agreement was terminated because the workman was found to have committed serious act of misconduct.

In the case of **Purushottam Lal Dhingra v/s Union of India**, reported in **1958 AIR 36**, it has been laid down that a termination is stigmatic when it has evil consequences, the relevant paragraphs in this respect are being reproduced as follows:-

“Art. 310 of the Constitution, which makes no distinction between persons holding permanent or temporary posts in the matter of their tenure being dependent on the pleasure of the President or the

Governor, Art. 311 which is in the nature of a proviso to Art.310, also makes no distinction between permanent and temporary posts and extends its protection equally to all Government servants holding permanent or temporary posts or officiating in any of them.

But the protection of Art.311 can be available only where dismissal, removal or reduction in rank is sought to be inflicted by way of punishment and not otherwise. These were the major punishments evolved by the Service Rules and Rules of the Railway Code, and well-understood as such, against which protection was sought to be provided by the Rules. These protections were in due course incorporated in s. 240 of the Government of India Act, 1935, and reproduced in Art.311 of the Constitution, thus qualifying the principle embodied in Art. 310(1).

One test for determining whether the termination of service was by way of punishment or otherwise is to ascertain whether under the Service Rules, but for such termination, the servant has the right to hold the post. In the three cases of (1) substantive appointment to a permanent post, (2) temporary appointment for a fixed term and (3) a temporary appointment which has ripened into a quasi-permanent status under the Temporary Service Rules, where such a right exists, the servant will be entitled to the protection of Art. 311. Conversely, where no such right can exist, as in the case of a probationary or officiating appointment to a permanent or temporary post or where the service has not ripened into a quasi-permanent status, and under the general law the service can be terminated on reasonable notice, the termination of service cannot amount to a punishment and attract the Article. Broadly speaking, Art. 311(2) can apply to those cases where the Government servant, if in private employment, could maintain an action for wrongful dismissal, removal or reduction in rank. So where the Government has, by contract, express or implied, or under the Rules, the right to terminate the service at any time, such termination, in the manner provided in the contract or under the Rules, cannot attract the provisions of Art. 311. That does not, however, mean that the termination of service of a servant who has no right to the post can never be a dismissal or removal by way of punishment. Although in such a termination the actual motive of the Government must be wholly irrelevant, where it expressly chooses to penalise the servant for misconduct, negligence, inefficiency or the like by inflicting on him the punishment of dismissal, removal or reduction, the requirements of Art. 311 must be complied with.

A reduction in rank must, similarly, be a punishment if it carries penal consequences with it and the two tests to be applied are (1) whether the servant has a right to the post or the rank or (2) whether evil consequences such as forfeiture of pay or allowances, loss of seniority in his substantive rank, stoppage or postponement of future chances of promotion, follow as a result of the order. Where either of these tests applies, the reduction in rank must be one within the meaning of Art. 311 (2) of the Constitution and attract its protection."

This judgment has been constantly followed by the Hon'ble Supreme Court and the Hon'ble High Courts, some case decisions are being referred to as follows:-

1-Swati Priyadarshini Vs State of M.P. 2024 INSC 620 Held-

"30. A bird's eye views reveals thus. The appellant topped the revised Merit List, leading to her appointment as an APC. While serving as such, complaint(s) against her, in brief, were that she was not performing her duties, primarily on two counts – (i) not punctual in attending to her duties, and; (ii) not correctly reported with regard to the events in the hostel. As against these, the appellant's response, via her replies to the SCNs, is that she, inter alia, frankly admits to being late on occasion, but to compensate for her late-coming, she used to sit till late evening in the office for completion of work. On this count, the Respondents cannot be faulted. It is no justification for the appellant to contend that she was late, but worked late/overtime such that the work did not suffer. However, as borne out from the record, with regard to the hostel, charge was given to her for only 5/6 days. As such, in our view, it cannot be said that within such a short period, the appellant, without fully understanding the attendant issues, could have 16 straightaway given any opinion/report on the hostel.

Be that as it may, this case turns on our findings infra. 31. Clause 4 of the RGPSM's General Service Conditions under the heading "Resignation/Termination" provides as below:

"Persons working on contract can be terminated with one month notice if found inefficient. In case of persons found indulged in undesirable activities amounting to degradation of dignity of Mission, Mission Director shall reserve right to terminate him/her with immediate effect." (emphasis supplied)

32. Perusal of Clause 4 makes it clear that ordinarily, for inefficiency, one month's notice is sufficient. The Clause also makes it clear that if someone is found to have indulged in "undesirable activities", the Mission

Director was competent to terminate such person's services "with immediate effect". We are afraid that the Respondents have placed themselves in a Catch-224 situation. If the order dated 30.03.2013 falls within the former part of Clause 4, as contended by the respondent, on the 4 colloquially, when one is placed in a dilemma due to two contradictory conditions. The phrase was popularized by Joseph Heller's novel of the same name, first published in 1961.¹⁷ premise that it is a case of termination simpliciter and non-stigmatic, then one month's notice was required to be issued to the appellant, which admittedly was not done in the instant matter.

Arguendo, were the order dated 30.03.2013 to be seen as falling under the latter part of Clause 4, it would be stigmatic, as made clear by the use of the words "indulged in undesirable activities amounting to degradation of dignity of Mission".

33. In either of the above-noted eventualities, the Impugned Judgment would have to necessarily be set aside. Nevertheless, let us examine the reasoning of the Division Bench, which opined that the order is non-stigmatic and simpliciter non-renewal of contract. The order dated 30.03.2013 was, quite obviously, the culmination of the process set into motion by the two SCNs, which has been overlooked by the Division Bench. The mere non-mention of the background situation or the SCNs in the order dated 30.03.2013 cannot, by itself, be determinative of the nature of the order. As held by this Court in *Samsher Singh v State of Punjab*, (1974) 2 SCC 8315 and *Anoop Jaiswal v Government of India*, (1984) 2 SCC 6, the form of an order is not its final determinant and the Court can find out the real reason and true character behind terminating/removing an employee. Moreover, the Impugned Judgment also does not deal with Clause

34. It is profitable to refer to what five learned Judges of this Court laid down in *Parshotam Lal Dhingra v Union of India*, 1957 SCC OnLine SC 5:

*"28. The position may, therefore, be summed up as follows: Any and every termination of service is not a dismissal, removal or reduction in rank. A termination of service brought about by the exercise of a contractual right is not per se dismissal or removal, as has been held by this Court in *Satish Chander Anand v. Union of India* [(1953) 1 SCC 420: (1953) SCR 655]. Likewise the termination of service by compulsory retirement in terms of a specific rule regulating the conditions of service is not tantamount to the infliction of a in the facts and circumstances of the case establish that an enquiry into allegations of serious and grave character of misconduct involving stigma has been made in infraction of the provision of Article 311 ..."*

*"12. It is, therefore, now well settled that where the form of the order is merely a camouflage for an order of dismissal for misconduct it is always open to the court before which the order is challenged to go behind the form and ascertain the true character of the order. If the court holds that the order though in the form is merely a determination of employment is in reality a cloak for an order of punishment, the court would not be debarred, merely because of the form of the order, in giving effect to the rights conferred by law upon the employee." punishment and does not attract Article 311(2), as has also been held by this Court in *Shyam Lal v. State of Uttar Pradesh* [(1955) 1 SCR 26]. In either of the two abovementioned cases the termination of the service did not carry with it the penal consequences of loss of pay, or allowances under Rule 52 of the Fundamental Rules. It is true that the misconduct, negligence, inefficiency or other disqualification may be the motive or the inducing factor which influences the Government to take action under the terms of the contract of employment or the specific service rule, nevertheless, if a right exists, under the contract or the rules, to terminate the service the motive operating on the mind of the Government is, as Chagla, C.J., has said in *Shrinivas Ganesh v. Union of India* [LR 58 Bom 673 : AIR (1956) Bom 455] wholly irrelevant. In short, if the termination of service is founded on the right flowing from contract or the service rules then, prima facie, the termination is not a punishment and carries with it no evil consequences and so Article 311 is not attracted. But even if the Government has, by contract or under the rules, the right to terminate the employment without going through the procedure prescribed for inflicting the punishment of dismissal or removal or reduction in rank, the Government may, nevertheless, choose to punish the servant and if the termination of service is sought to be founded on misconduct, negligence, inefficiency or other disqualification, then it is a punishment and the requirements of Article 311 must be complied with. As already stated if the servant has got a right to continue in the post, then, unless the contract of employment or the rules provide to the contrary, his services cannot be terminated otherwise than for misconduct, negligence, inefficiency or other good and sufficient cause. A termination of the service of such a servant on such grounds must be a punishment and, therefore, a dismissal or removal within Article 311, for it operates as a forfeiture of his right and he is visited with the evil consequences of loss of pay and allowances. It puts an indelible stigma on the officer affecting his future career. A reduction in rank likewise may be by way of punishment or it may be an innocuous thing. If the government servant has a right to a particular rank, then the very reduction from that rank will operate as a penalty, for he will then lose the emoluments and privileges of that rank. If, however, he has no right to the particular rank, his reduction from an officiating higher rank to his substantive lower rank will not ordinarily be a punishment. But the mere fact that the servant has no title to the post or the rank and the Government has, by contract, express or implied, or under*

the rules, the right to reduce him to a lower post does not mean that an order of reduction of a servant to a lower post or rank cannot in any circumstances be a punishment. The real test for determining whether the reduction in such cases is or is not by way of punishment is to find out if the order for the reduction also visits the servant with any penal consequences. Thus if the order entails or provides for the forfeiture of his pay or allowances or the loss of his seniority in his substantive rank or the stoppage or postponement of his future chances of promotion, then that circumstance may indicate that although in form the Government had purported to exercise its right to terminate the employment or to reduce the servant to a lower rank under the terms of the contract of employment or under the rules, in truth and reality the Government has terminated the employment as and by way of penalty. The use of the expression "terminate" or "discharge" is not conclusive. In spite of the use of such innocuous expressions, the court has to apply the two tests mentioned above, namely, (1) whether the servant had a right to the post or the rank, or (2) whether he has been visited with evil consequences of the kind hereinbefore referred to? If the case satisfies either of the two tests then it must be held that the servant has been punished and the termination of his service must be taken as a dismissal or removal from service or the reversion to his substantive rank must be regarded as a reduction in rank and if the requirements of the rules and Article 311, which give protection to government servant have not been complied with, the termination of the service or the reduction in rank must be held to be wrongful and in violation of the constitutional right of the servant." (emphasis supplied)

35. We would only be adding to verbosity by multiplying authorities. In view of the above dictum, it is clear that the Respondents did not comply with Clause 4 – either the first part or the second part thereof. The order dated 30.03.2013 does visit the appellant with evil consequences and would create hurdles for her further employment."

Hence on the basis of the said preposition of law as referred to above action of management in prematurely terminating the service agreement of the applicant/workman on the charges of misconduct without conducting a departmental enquiry is held vitiated in law.

As regards argument from the side of management that they should be given an opportunity to prove the charge before this Tribunal, this argument cannot be accepted because it is a fixed term contract, the time limit of which is expired and secondly, the management has nowhere pleaded that if the enquiry is held vitiated, they be given opportunity to prove the charges before this Tribunal. Accordingly, the judgment of *State of Uttar Pradesh v/s Smt. Sushmita reported in [2021] Volume III SCC online 108, Para 14* referred to by management does not help them.

As regards the relief to which the applicant/workman may be entitled, following facts are relevant in this respect which is being referred as follows:-

- (i) *The service contract of the applicant/workman was unilaterally changed by management to the prejudice of the workman by taking away his right to spot resignation the legality of which is suspect.*
- (ii) *The premature termination of service contract order was issued against the workman just less than a week before the completion of service tenure mentioned in his service agreement.*
- (iii) *The applicant had to approach Hon'ble High Court by way of filing W.P. No. 22050/2023 and he could get relieving order only after Hon'ble High Court directed the management to issue it vide its order dated 02.09.2023.*
- (iv) *During the proceedings of this case before this Tribunal, it came out that the applicant/workman was ready to withdraw his case if the management changed the terminology used by it in the termination order by way of deleting portion of the termination order which is stigmatic against him, but the management did not consent to it.*

The applicant/workman has been out of job due to his stigmatic termination without enquiry till date and his future prospects are ruined.

Since it was a fixed term appointment the tenure of which has already expired, it will not be in the interest of justice to order the reinstatement of the applicant/workman. It is also noteworthy that the applicant/workman himself has resigned prematurely in this case on this ground also his reinstatement will not be a just relief.

Keeping in view the fact that he has lost job opportunity due to his this termination order and has suffered harassment for more than two years, lump sum compensation in lieu of all his losses and claims seems to be a just relief for him. Keeping in view all the facts and circumstances of the case in hand, a lump sum compensation of Rs. 15,00,000/- (Fifteen Lacs) in lieu of all his losses will meet the ends of justice which he is held entitled to receive from the management within 60 days from the date of publication award in Gazette failing which interest @ 10% p.a. from the date of award till payment.

In the light of above discussion and findings the reference is answered as follows:-

AWARD

"Holding the action of management of AI Airport Service Limited in terminating the service of its workman Anuroop Pandey without conducting proper disciplinary proceedings on the ground that the workman

was a fixed term employee unjust, illegal and arbitrary, the workman is held entitled to lump sum compensation of Rs. 15,00,000/- (Fifteen Lacs), payable to him by management within 60 days from the date of publication award in Gazette failing which interest @ 10% p.a. from the date of award till payment."

Copy of this judgment be sent to the Ministry as per rules for publication in official Gazette.

DATE:- 18/07/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 8 सितम्बर, 2025

का.आ. 1639.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भिलाई स्टील प्लांट के प्रबंधन के संबद्ध नियोजकों और श्रीमती जयंती के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.-92/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.09.2025 को प्राप्त हुआ था।

[सं. एल-29012/24/2014-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th September, 2025

S.O. 1639.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 92/2014**) 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 **Bhilai Steel Plant** and **Smt. Jayanti** which was received along with soft copy of the award by the Central Government on 08.09.2025.

[No. L-29012/24/2014-IR(M)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/92/2014

Present: P.K.Srivastava

H.J.S.(Retd.)

Smt. Jayanti,

W/o Late N. Subramanayam

Qtr. No. 06, Sector – 8,

Bhilai Nagar,

Durg (CG)

Workman

Vs

The Managing Director,

Bhilai Steel Plant,

PO – Bhilai, Distt. Durg (CG)

Management

(JUDGMENT)

(Passed on this 24th day of July - 2025)

As per letter dated 05/12/2014 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-29012/24/2014-IR(M)** dt. 05/12/2014. The dispute under reference relates to:

“Whether the action of the Management of Bhilai, in terminating the services of Smt. Jayanti W/o Late N. Subramanyam, w.e.f. 07-07-2012 is legal and justified? If not, what relief the Workman is entitled to?”

Case of the workman is that, she was working as Staff Attendant Grade-6 in the General Establishment Department of the Management. She was removed from service by the Management vide order dated 07.07.2012, she came to know about this order when she obtained information from Management under right to information Act vide letter of Management dated 07.10.2013. It is further her case that, she became ill and was ousted by her son from house, she became mentally disturbed and started living with her daughter at the residence of her daughter which is House No.6 A Road No. 37B Sector -7 Bhilai, Distt. Durg (CG). She had furnished written as well oral information to the Management with respect to her new address. She further alleges that none of the letters said to be sent to her by the Management namely. She received no information about the charge sheet regarding enquiry, regarding show cause notice said to be issued by the Disciplinary Authority that enquiry report nor did she receive any punishment order. The Management removed her from service on the ground of her absence at Workplace from 10.05.2010 to 13.08.2010 without any intimation and without any enquiry giving her opportunity to defend herself which is unjust, illegal and arbitrary. She raised a dispute before the concerned Labour Commissioner after failure of conciliation, the reference was made to this Tribunal. The Workman has prayed that, holding the order of Management dated 07.07.2013 removing her from service, she be held entitled to be reinstated with back wages and benefits.

The case of the Management is mainly that, she was first appointed by Management w.e.f. 25.10.1986 on compassionate ground as Kitchen Attendant. She was designated as staff attendant, was irregular in presence at Workplace. She was in the habit of remaining absent from duty unauthorizedly and without any leave permission or sanctioned leave, she was allotted quarter No. 3C Street No. 6 Sector 8 Bhilai by Management by virtue of her employment, she did not vacant the residence allotted dispute termination of services. She was required under Clause 17 of Certified Standing Orders to inform the Management about the change of her residential address which she never did. She was issued a charge-sheet dated 10.09.2010 and 27.05.2011 for unauthorized and willfully absence of 71 and 207 days and after enquiry was punished with reduction in increments. Her unauthorized absence from January 2009 to June 2012 was about 1049 days. She was present only for 114 days during this period on workplace. She was issued a charge sheet dated 22.12.2011 for unauthorized and willful absence, for a period of 207 days. Management decided to conduct an enquiry vide order dated 19.10.2012, the moments with respect to enquiry was sent on her residential address, she did not appear in the enquiry on any of the days, the notice with respect to the enquiry was sent by way of registered post as well by way of fixing the notice on the General Notice Board. The Enquiry Officer conducted enquiry and submitted his enquiry report holding the charge of the misconduct against her, by way of unauthorizedly and willfully absentsing herself proved. The punishment order was passed by the disciplinary authority after giving her opportunity to show cause.

The Workman has filed a rejoinder wherein she has mainly re-treated her case.

On the basis of pleadings, following issues were frame vide order dated 29.03.2017.

1. ***Whether enquiry conducted against the workman is proper and legal?***
2. ***Whether the charges alleged against workman are proved from evidence adduced in enquiry proceeding?***
3. ***Whether the punishment of dismissal imposed against the Workman is legal?***
4. ***If so, to what relief the workman is entitled?***

Issue No. 1 -

Issue No. 1 was taken as a preliminary issue and was decided on the basis of evidence on record vide order dated 09.09.2024 holding the Departmental enquiry just legal and proper. This order is part of this judgment.

None of the parties filed any other evidence on remaining issues.

At the time of arguments, none appeared for the Workman. Argument of Learned Counsel for Management Mr. R.C. Shrivastava were heard by me. Later on, Mr. Ram Raj Chouhan Learned Counsel for Workman submitted his arguments on 14.05.2025. He written arguments also, which are part of the record. I have gone through the written arguments as well the record.

Issue No. 1 is answered accordingly.

Issue No. 2 -

The settled proposition of law with respect to proof of the charge in a Departmental Enquiry is that, the charge not be proved beyond doubt.

Perusal of enquiry papers filed and proved by Management, it comes out that, during enquiry, witness have

supported on oath that documents the absence of the Workman are according to them was unauthorized because, she absented herself without informing the Management, and without getting any leave sanctioned. The reasons behind her absence were to be proved by the Workman, in which she has failed. Hence, the findings of the enquiry officer and congruence of the Disciplinary Authority with respect to proof of charge is held to have recorded on the basis of evidence and is affirmed.

Issue No. 2 is answered accordingly.

Issue No. 3 -

There is evidence on record that, on two occasions earlier the same charge was proved against the workman and she was awarded punishment. It goes to show that, she is a habitual in committing this type of misconduct in the light of these facts, the punishment of her removal from service by Management is held proportionate to the charge proved.

Issue No. 3 is answered accordingly.

Issue No. 4 -

In the light of above discussion and findings, the Workman is held entitled to no relief.

Issue No. 4 is answered accordingly.

On the light of above discussion, the reference is answered as follows:

AWARD

Holding the action of Management of Bhilai Steel Plant, in terminating services of the Workman Smt. Jayanti wife of Late N. Subaramanyam w.e.f. from 07.07.2012 legal and justified, she is held entitled to no relief.

No order as to cost.

DATE:- 24/07/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 8 सितम्बर, 2025

का.आ. 1640.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भिलाई इस्पात प्लांट; मेसर्स रोज़ी एंटरप्राइजेज प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री शेख इकबाल के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स नं.-42/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.09.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-133]

सलोनी, उप निदेशक

New Delhi, the 8th September, 2025

S.O. 1640.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 42/2024**) 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 **Bhilai Steel Plant; M/s. Rosy Enterprises Pvt. Ltd. and Shri Sheikh Iqbal** which was received along with soft copy of the award by the Central Government on 08.09.2025.

[No. Z-16025/04/2025-IR(M)-133]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/42/2024

Present: P.K.SrivastavaH.J.S.(Retd.)

Shri Sheikh Iqbal

Qtr – 7e, Street 28, Sector-5, Bhilai

Durg, Chhattisgarh - 490006

Workman

Versus

1. M/s. Rosy Enterprises Pvt. Ltd.,

C-652, Koel Nagar, Rourkela

Odisha - 769014

2. The Director

Bhilai Steel Plant, Bhilai

Durg, Chhattisgarh - 490006

Management

AWARD(Passed on this 07th day of August - 2025.)

As per letter dated 27/05/2024 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 RP-7(-3-04)/2024-ES-III dt. 27/05/2024. The dispute under reference related to :-

“Whether the termination of employment of the workman Shri Sheikh Iqbal By M/s. Rosy Enterprises Private Limited a Contractor of Bhilai Steel Plant is legal and justified ? If not, to what relief of Shri Sheikh Iqbal is entitled to ?”

After registering a case on the basis of the reference, notices were sent to the parties and served. None of the parties filed any pleadings or evidence. The workman side never appeared.

Since, the initial burden to prove its case is on the workman side in which he fails. Hence, holding the claim of the workman not proved, the reference stands answered against him.

DATE: 07/08/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 8 सितम्बर, 2025

का.आ. 1641.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भिलाई इस्पात प्लांट; मेसर्स रोज़ी एंटरप्राइजेज प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और छत्तीसगढ़ प्लेसमेंट कर्मचारी संघ के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.-43/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.09.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-134]

सलोनी, उप निदेशक

New Delhi, the 8th September, 2025

S.O. 1641.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 43/2024**) 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 **Bhilai Steel Plant; M/s. Rosy Enterprises Pvt. Ltd. and Chhattisgarh Placement Karmchari Sangh** which was received along with soft copy of the award by the Central Government on 08.09.2025.

[No. Z-16025/04/2025-IR(M)-134]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/43/2024

Present: P.K.Srivastava

H.J.S.(Retd.)

Chhattisgarh Placement Karmchari Sangh

Qtr. 7e, Street 28, Sector 5, Durg

Chhattisgarh - 490006

Workman

Versus

1. M/s. Rosy Enterprises Pvt. Ltd.,

C-652, Koel Nagar, Rourkela

Odisha - 769014

2. The Director

Bhilai Steel Plant, Bhilai

District Durg - 490001

Management

AWARD

(Passed on this 07th day of August - 2025.)

As per letter dated 27/05/2024 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 RP-7(3-5)/2024-ES-III dt. 27/05/2024. The dispute under reference related to :-

“Whether the termination of employment of the workman Shri Dhal Singh Sahu By M/s. Rosy enterprises Private Limited a Contractor of Bhilai Steel Plant is legal and justified ? If not, to what relief of Shri Dhal Singh Sahu is entitled to ?”

After registering a case on the basis of the reference, notices were sent to the parties and served. None of the parties filed any pleadings or evidence. The workman side never appeared.

Since, the initial burden to prove its case is on the workman side in which he fails. Hence, holding the claim of the workman not proved, the reference stands answered against him.

DATE: 07/08/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 8 सितम्बर, 2025

का.आ. 1642.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भिलाई इस्पात प्लांट; मेसर्स रोज़ी एंटरप्राइजेज प्राइवेट लिमिटेड के प्रबंधन के संबंध में नियोजकों और छत्तीसगढ़

प्लेसमेंट कर्मचारी संघ के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.-44/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.09.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-135]

सलोनी, उप निदेशक

New Delhi, the 8th September, 2025

S.O. 1642.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 44/2024**) 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 **Bhilai Steel Plant; M/s. Rosy Enterprises Pvt. Ltd.** and **Chhattisgarh Placement Karmchari Sangh** which was received along with soft copy of the award by the Central Government on 08.09.2025.

[No. Z-16025/04/2025-IR(M)-135]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/44/2024

Present: P.K.Srivastava

H.J.S.(Retd.)

Chhattisgarh Placement Karmchari Sangh

Qtr-7e, Street-28, Sector-5, Durg

Chhattisgarh - 490006

Workman

Versus

1. M/s. Rosy Enterprises Pvt. Ltd.,

C-652, Koel Nagar, Rourkela

Odisha - 769014

2. The Director

Bhilai Steel Plant, Bhilai

Durg, (C.G.) - 490001

Management

AWARD

(Passed on this 07th day of August - 2025.)

As per letter dated 27/05/2024 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 RP-7(3-3)/2024-ES-III dt. 27/05/2024. The dispute under reference related to :-

“Whether the termination of employment of the workman Shri Gopal Chakradhari By M/s. Rosy Enterprises Private Limited a Contractor of Bhilai Steel Plant is legal and justified ? If not, to what relief of Shri Gopal Chakradhari is entitled to ?”

After registering a case on the basis of the reference, notices were sent to the parties and served. None of the parties filed any pleadings or evidence. The workman side never appeared.

Since, the initial burden to prove its case is on the workman side in which he fails. Hence, holding the claim of the workman not proved, the reference stands answered against him.

DATE: 07/08/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 8 सितम्बर, 2025

का.आ. 1643.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भिलाई इस्पात प्लांट; शिक्षा विभाग; बी.एस.पी. हाई स्कूल के प्रबंधन के संबद्ध नियोजकों और श्रीमती अहिल्या बाई पत्नी तेलुचंद्र, बी.एस.पी. उच्चतर माध्यमिक विद्यालय के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.-15/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.09.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-136]

सलोनी, उप निदेशक

New Delhi, the 8th September, 2025

S.O. 1643.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 15/2022**) 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 **Bhilai Steel Plant; Education Department; B.S.P. High School** and **Smt. Ahilya Bai W/o Teluchandra, B.S.P. Higher Secondary School** which was received along with soft copy of the award by the Central Government on 08.09.2025.

[No. Z-16025/04/2025-IR(M)-136]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/RC/15/2022

Present: P.K.Srivastava

H.J.S.(Retd.)

1. **Smt. Ahilya Bai W/o Teluchandra,**
B.S.P. Higher Secondary School,
Sector-8, Tahsil-Bhilai,
District – Durg C.G.

Workman

Versus

1. **The Chief Executive Officer,**
Bhilai Steel Plant, Durg [CG]
2. **Education Department,**
Russian Complex,
Sector-07, Bhilai,Durg [CG]
3. **Principal, B.S.P. High School,**
Sector-8, Bhilai, Durg [CG],
Present School- Bhilai School Sector-02,
Bhilai Durg [CG]

Management

AWARD

(Passed on this 05th day of August-2025.)

The workman has filed petition u/s. 2A (2&3) of the Industrial Disputes Act 1947, as amended by Amendment Act, 2010 (in short the 'Act').

The case of the workman is that she is an employee of B.S.P. High School which is run by Management of Bhilai Steel Plant and is under their control as well supervision. She was first engaged as sweeper on 01.01.1999 and was paid wages till 02.11.2020 @ Rs. 650/- per month. She was disengaged from services, she filed a petition before the Labour Court. The Labour Court passed an order on 29.01.2005 directing the reinstatement with 50% backwages. This judgment and award of the Labour Court was challenged by the management before Hon'ble High Court of Chhatisgarh at Bilaspur. Hon'ble High Court remanded the matter back to the Lower Court to decide the matter afresh in light of directions mentioned in the judgment. According to the workman, the Labour Court passed this judgment and award on 05.12.2011 which was not complied with by the management. The workman had to file a contempt petition before the Hon'ble High Court of Chhatisgarh which directed execution of the said award through the Labour Commissioner and payment be made to the workman on minimum wages since 01.12.2015. Since then, she has been working but management issued a letter dated 02.07.2020 stating that since the school will not function in the academic calendar 2020-21, hence her services were not required. They paid her one month salary and compensation through bank cheque. According to workman, this action of management is arbitrary because other staff were transferred to different schools run by the same management and she was retrenched, the workman as prayed that management of the school be directed to reinstate her with all back wages and benefits.

Management of the Bhilai Steel Plant has taken a case that there is no employer-employee relation between the parties. The school is not under the management supervision or control of Bhilai Steel Plant and this Tribunal does not have the jurisdiction to entertain the dispute.

The workman filed photocopy of certificates issued by Labour Commissioner, Judgment of Labour Court, Durg, and Judgment of Hon'ble High Court of Chhatisgarh in contempt proceedings.

The workman absented thereafter hence the case proceeded Ex-parte against her.

None of the parties filed any evidence or affidavit in evidence.

I have heard argument of learned Counsel for management Mr. R. C. Shrivastava. None appeared for the workman. I have gone through the record as well.

The initial burden to prove its case is on the petitioner/workman she has to prove that the school was under controlled supervision of management of Bhilai Steel Plant and she was engaged by Bhilai Steel Plant, in absence of evidence on these facts, holding the claim of the workman not proved, the petition deserves to be dismissed.

ORDER

Petition dismissed.

DATE: 05/08/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 8 सितम्बर, 2025

का.आ. 1644.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स सेंट्रल सिल्वर प्लांट; मेसर्स ब्लैक हाउंड सिक्योरिटी सर्विसेज प्राइवेट लिमिटेड; मेसर्स मार्स नेटवर्क सिक्योरिटी सर्विसेज के प्रबंधन के संबद्ध नियोजकों और श्री संदीप कुमार सिंह के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ, पंचाट (रिफरेन्स नं.-24/2011) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.09.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-84]

सलोनी, उप निदेशक

New Delhi, the 8th September, 2025

S.O. 1644.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 24/2011**) of the **Central Government Industrial Tribunal cum Labour Court, Lucknow** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Central Silver Plant; M/s Black Hound Security Services Pvt. Ltd.; M/s Mars Network Security Services** and **Shri Sandeep Kumar Singh** which was received along with soft copy of the award by the Central Government on 08.09.2025.

[No. Z-16025/04/2025-IR(M)-84]

SALONI, Dy. Director

ANNEXURE
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-cum-Labour Court, LUCKNOW

PRESENT
JUSTICE ANIL KUMAR
PRESIDING OFFICER

I.D. No. 24 of 2011

Sandeep Kumar Singh S/o Sri Ram Kumar Singh
R/o Village - Tikarwaal, PO - Jitwa (Tappy bighvan)a
District-Maharajganj

.....Applicant/Workman

Versus

1. M/s. Central Sliver Plant,
Khadi Village & Industries Commission,
Amawan Road, Rae-bareli,
Through its Project Manager;
2. Project Manager
M/s. Central Sliver Plant,
Khadi Village & Industries Commission,
Amawan Road, Rae-bareli;
3. M/s. Black Hound Security Services (P) Ltd.
261, Sadar Bazar District Jhansi
through its Managing Director;
4. M/s. Mars Network Security Services,
Head Office at 435, Lakhanpur, Vikas Nagar,
District Kanpur through its Manager

....Employers/Opp.Parties

Judgment

Heard Sri R.K. Verma learned counsel for the workman and Sri Adarsh Jagdhari, learned counsel for the respondent no. 1 & 2.

Case of the workman:

Sri R.K. Verma learned counsel for the workman on the basis of pleading in the application u/s 2A of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act) submits and under:

- “1. The workman was initially engaged on 01.01.2007 by the employer ie. Project Manager, M/S. Central Sliver Plant, Khadi Village & Industries Commission, Amawan Road, Raibareli and since then the workman had been continuously working till his oral termination on 16.03.2010 in the department of carding, Daffer and blowroom.
2. The workman has rendered his services more than 240 days in each and every calendar year from his date of engagement without any break even no holidays has been given to the workman and has worked on the Machines of the principal employer ie. Central Sliver Plant, KVIC, Raibareli.
3. That the monthly salary was being paid to the tune of Rs. 2900/- after deduction of contribution of provident Fund as well as E.S.I..
4. The work, conduct, performance and behaviour of the workman has always been found as excellent and no complaint, show cause notice or any such charge sheet has been served to the workman during his whole service period by the employers.
5. The services of the workman has wrongly been terminated/retrenched orally on 16.03.2010 without any thyme and reason and prior To termination/retrenchment neither any notice nor notice pay in lieu thereof has making such been given to the workman by the aforesaid employers, as such the employers have contravened and violated Section 25-F of the Industrial Disputes Act, 1947 (hereinafter referred to as L.D. Act).
6. The work for which the workman was engaged is perennial in nature and is still available and in place of the workman some new workmen have been newly engaged through the contractor.

7. About 21 workmen were engaged as on daily wager basis and all workmen have completed about 10 to 6 years continuous service were become eligible for regularization but in lieu of making regularization, their services have been terminated/retrrenched orally from the month of February 2010 to March 2010 without following due process of law violating certain provisions under Section 25-F of the I.D.Act, 1947, which is mandatory.

8. The workmen are working under the supervision and control of the aforesaid employer on the various machines of the establishment for the work of Comber fitter, Simplex, Carding, Blowroom, Daffer etc. which relates the perennial in nature of work.

9. The concerned workmen are being shown the employee of the Contractor by the principal employer and the detail of the said contractor had never been furnished and the said contractor was not having such license under certain provisions of the Contract Labour (Regulation & Abolition) Act, 1970 to supply the labour.

10. For proving the case of the workmen to the effect that the workmen are working under the supervision and control of the project Manager, the relevant paper namely known as DAILY ATTENDANCE SHEET as well as the UTPADAN LOG SHEET are liable to be summoned from the principal employer for last several years.

11. The concerned workmen moved an I.R.C.P. CASE No. 02/2010 before the Deputy Labour Commissioner/Conciliation Officer making request to reconcile/adjudicate the matter in respect of the grievance, which belongs to unfair labour practice, the prayer of the workmen was following herein as under :-

(i) The services of the workmen be regularized.

(ii) The services of the workmen may not be terminated during pendency of the conciliation proceedings.

(iii) The Minimum wages till regularization shall be paid.

(iv) The benefits at par with the regular employees shall be given to the workmen like Bonus, Leave encashment, Holidays, Medical Leave and other facilities which are being provided to the regular employees of the establishment.”

Accordingly, Sri R.K. Verma learned counsel for the workman submits that as the conciliation proceedings have failed so applicant has filed the present industrial dispute u/s 2A of the Act.

In view of the said factual background on the basis of pleadings, taken by applicant in his claim petition, challenged the oral order of termination/retranchment of workman dated 16.03.2010 on the following grounds:

“(i) Because the services of the workman has been terminated/retrrenched in contravention of section 25-F of the LD.Act, 1947.

(ii) Because the workman has completed more than 240 days in each and every calendar year since his initial date of engagement December 2004.

(iii) Because the alleged contractors i.e. opposite party No. 3 and 4 are not having license under certain provisions of the Contractor Labour (Regulation & Abolition) Act, 1970.

(iv) Because the work, conduct, performance and behaviour of the workman has always been found excellent by his superiors and no complaint, no show cause notice or charge sheet has been served to the workman in his whole service period.

(v) Because the new persons have been engaged in place of the workman, as such, such act of the employer is violative to Section 25-G and Section 25-H of the I.D.Act, 1947.

(vi) Because the entire act of the employers amounts to unfair Labour practice under L.D.Act, 1947.

(vii) Because the workman is entitled to get reinstatement with continuity of service along with all the resultant and consequential benefits.

(viii) Because the workman is entitled for regularization for want of his length of continuous service.”

Accordingly, applicant has made following prayer:

“(a) to set aside the oral termination of the workman w.e.f. 16.03.2010 directing the principal employer to reinstate the workman in his service with continuity of service with full back wages along with all the resultant and consequential benefits for the same and

(b) to regularize the services of the workman and be paid salary at par with the similarly situated regular employees.”

Accordingly, it is submitted by Sri R.K. Verma, learned counsel for workman that oral order of termination be set aside and workman be reinstated in service with continuity of service and full back wages.

Submissions on behalf of Central Silver Plant, KVIC, Rae-bareli:

Sri Adarsh Jagdhari learned counsel on behalf of opposite party no.1 submits as under:-

The Central Silver Plant, KVIC situated at Rae-bareli is governed and controlled by the Government of India and as such, it has its own settled principles of rules of recruitment. The applicant was never appointed by Central Silver Plant, KVIC, Rae-bareli but in fact he was deployed to the Central Silver Plant, KVIC by a contractor namely M/s. Black Hound Security Services (P) Ltd., Jhansi which too as per the exigency of work after an agreement entered into with M/s. Black Hound Security Services (P) Ltd. The period of contract with M/s. Black Hound Security Services came to an end and thereafter a fresh agreement was entered into between the establishment and respondent no.4 i.e. M/s. Mars Network Security Services, Vikas Nagar, Kanpur and the workman was sent to the establishment by the said contractor to work the applicant as contract labour. Accordingly it was submitted by the learned counsel for the respondent that the workman is a contract labour supplied through agency to the establishment as per the exigency of work. So there was no master or servant relationship between the establishment and the workman rather they are the workers of labour contractors, hence, it is well settled principal of law as has been laid down by the Hon’ble Apex Court in a catena of decisions that a contract labour can in no circumstances become the employee of the establishment, creating a direct relationship of master and servant with the establishment. The Contract Labour (Regulation and Abolition) Act 1970 neither contemplates creation of direct relationship of Master and servant between the Principal Employer and the Contract Labour nor can such a relationship be implied from the provisions of Act.

Sri Adarsh Jagdhari, Learned counsel for the respondents no.1 & 2 on the basis of above said facts as stated in the written statement has argued that the workman is not an employee of the establishment rather he was supplied by the agency and thus the services were retrenched by the contractor who had supplied the workman. Accordingly it was also submitted that as the workman had been engaged as per exigency of work and was not working against regular and sanctioned post so he was not entitled for any relief and the present I.D. case filed under Section 2-A of the Act by the workman is liable to be dismissed keeping in view the law as laid down by the Hon’ble Apex Court in the case of Kilsokar Brothers Ltd. Versus Ramcharan & others reported in 2023 LLR 1.

Further in spite of notices issued to the respondent no.3 they did not file the written statement nor bring any material on record in support of their case. The opposite party no.4 filed their written statement. On behalf of applicant the rebuttal to the written statement was also filed and thereafter the parties had filed evidences and pleadings in support of their case.

Accordingly, Sri Adarsh Jagdhari, Learned counsel for the respondents no.1 & 2 submitted that claim petition, filed by workman, lacks merit, liable to be dismissed.

Finding & Conclusion:

I have heard the Learned Counsel for the parties and gone through the records.

The workman was initially engaged as casual labour on 01.01.2007 and in the said capacity he worked and discharged his duties till 16.03.2010 when his services were terminated/retrenched. Now the first point which is to be considered is to the effect that if the workman had been engaged through contractor i.e. opposite parties no.3 & 4 and he had been working and discharging his duties with M/s Central Silver Plant, KVIC, Rae-bareli then in that circumstances whether the respondent no.1 falls within the ambit and scope of definition of ‘Principal Employer’ or not?

In the case of ***Kirloskar Brothers Limited Versus Ram charan & others reported in 2023 LLR 1*** the Hon’ble Supreme Court held as under:-

“3.2 It is submitted that neither Section 10 of the CLRA Act, nor any other provision in the Act, whether expressly or by necessary implication, provides for absorption of contract labour in the absence of a notification by an appropriate Government, namely, in the present case, the State Government, under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment. It is submitted that in the present case, admittedly, no notification under Section 10 of the CLRA Act has been issued. It is submitted that therefore, in the absence of a notification under Section 10 of the CLRA Act, which can only be passed by the appropriate Government, the Industrial Court could have given relief to the workmen only if they had claimed and proved by leading cogent evidence that the contract with the contractor was a sham. It is further submitted that in the present case, there was no such allegation or pleading or finding arrived at by any Court that the contract between the parties was a sham and not genuine. Heavy reliance is placed upon the decisions of this Court in the case of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors., (2001) 7 SCC 1

(paras 65, 108, 109, 120 and 125) and International Airport Authority of India Vs. International Air Cargo Workers' Union and Anr. (2009) 13 SCC 374 (paras 36, 37 to 40, 53.13, 56).

4.1 On going through the entire material on record, no documentary evidence was produced, by which it can be said that the contesting respondents were the employees of the appellant. There is no provision under [Section 10](#) of the CLRA Act that the workers/employees employed by the contractor automatically become the employees of the appellant and/or the employees of the contractor shall be entitled for automatic absorption and/or they become the employees of the principal employer. It is to be noted that even the direct control and supervision of the contesting respondents was always with the contractor. There is no evidence on record that any of the respondents were given any benefits, uniform or punching cards by the appellant.

4.2 Under the contract and even under the provisions of the CLRA, a duty was cast upon the appellant to pay all statutory dues, including salary of the workmen, payment of PF contribution, and in case of non-payment of the same by the contractor, after making such payment, the same can be deducted from the contractor's bill. Therefore, merely because sometimes the payment of salary was made and/or PF contribution was paid by the appellant, which was due to non-payment of the same by the contractor, the contesting respondents shall not automatically become the employees of the principal employer – appellant herein.

4.3 Even otherwise, as observed hereinabove, in the absence of a notification under [Section 10](#) of the CLRA Act unless there are allegations or findings with regard to a contract being sham, private respondents herein, who are as such the workmen/employee of the contractor, cannot be held to be employees of the appellant and not of the contractor. At this stage, the decision of this Court in the case of [Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors.](#) (supra) is required to be referred to. Following two questions fell for consideration before this Court:-

A. whether the concept of automatic absorption of contract labour in the establishment of the principal employer on issuance of the abolition notification, is implied in [Section 10](#) of the CLRA Act; and

B. whether on a contractor engaging contract labour in connection with the work entrusted to him by a principal employer, the relationship of master and servant between him (the principal employer) and the contract labour, emerges.

4.4 After considering various decisions of this Court on the point, in paragraph 125, it was concluded as under:-

“125. The upshot of the above discussion is outlined thus:

(1)(a) Before 28-1-1986, the determination of the question whether the Central Government or the State Government is the appropriate Government in relation to an establishment, will depend, in view of the definition of the expression “appropriate Government” as stood in the [CLRA Act](#), on the answer to a further question, is the industry under consideration carried on by or under the authority of the Central Government or does it pertain to any specified controlled industry, or the establishment of any railway, cantonment board, major port, mine or oilfield or the establishment of banking or insurance company? If the answer is in the affirmative, the Central Government will be the appropriate Government; otherwise in relation to any other establishment the Government of the State in which the establishment was situated, would be the appropriate Government;

(b) After the said date in view of the new definition of that expression, the answer to the question [referred to above](#), has to be found in clause (a) of [Section 2](#) of the Industrial Disputes Act; if (i) the Central Government company/undertaking concerned or any undertaking concerned is included therein eo nomine, or (ii) any industry is carried on (a) by or under the authority of the Central Government, or (b) by a railway company; or (c) by a specified controlled industry, then the Central Government will be the appropriate Government; otherwise in relation to any other establishment, the Government of the State in which that other establishment is situated, will be the appropriate Government.

(2)(a) A notification under [Section 10\(1\)](#) of the CLRA Act prohibiting employment of contract labour in any process, operation or other work in any establishment has to be issued by the appropriate Government:

(1) after consulting with the Central Advisory Board or the State Advisory Board, as the case may be, and

(2) having regard to

(i) conditions of work and benefits provided for the contract labour in the establishment in question, and

(ii) other relevant factors including those mentioned in sub-section (2) of [Section 10](#);

(b) Inasmuch as the impugned notification issued by the Central Government on 9-12-1976 does not satisfy the aforesaid requirements of [Section 10](#), it is quashed but we do so prospectively i.e. from the date of this judgment and subject to the clarification that on the basis of this judgment no order passed or no action taken giving effect to the said notification on or before the date of this judgment, shall be called in question in any tribunal or court including a High Court if it has otherwise attained finality and/or it has been implemented.

(3) Neither [Section 10](#) of the CLRA Act nor any other provision in the Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by the appropriate Government under sub-section (1) of [Section 10](#), prohibiting employment of contract labour, in any process, operation or other work in any establishment. Consequently the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned.

(4) We overrule the judgment of this Court in [Air India](#) case [(1997) 9 SCC 377] prospectively and declare that any direction issued by any industrial adjudicator/any court including the High Court, for absorption of contract labour following the judgment in [Air India](#) case [(1997) 9 SCC 377] shall hold good and that the same shall not be set aside, altered or modified on the basis of this judgment in cases where such a direction has been given effect to and it has become final.

(5) On issuance of prohibition notification under [Section 10\(1\)](#) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularise the services of the contract labour in the establishment concerned subject to the conditions as may be specified by it for that purpose in the light of para 6 hereunder.

(6) If the contract is found to be genuine and prohibition notification under [Section 10\(1\)](#) of the CLRA Act in respect of the establishment concerned has been issued by the appropriate Government, prohibiting employment of contract labour in any process, operation or other work of any establishment and where in such process, operation or other work of the establishment the principal employer intends to employ regular workmen, he shall give preference to the erstwhile contract labour, if otherwise found suitable and, if necessary, by relaxing the condition as to maximum age appropriately, taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications.”

4.5 Thus, as observed and held by this Court, neither [Section 10](#) of the CLRA Act nor any other provision in the Act, expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by the appropriate Government under sub-section (1) of [Section 10](#), prohibiting employment of contract labour, in any process, operation or any other work in any establishment and consequently, the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned. It has further been observed and held by this Court in the aforesaid decision that on issuance of prohibition notification under [Section 10\(1\)](#) of the CLRA Act, prohibiting employment of contract labour or otherwise, in case of an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefits thereunder.

4.6 In the present case, neither any notification under [Section 10\(1\)](#) of the CLRA Act has been issued prohibiting the contract labour, nor there are allegations and/or even findings that the contract is sham and bogus and/or camouflage.

4.7 In the case of [International Airport Authority of India Vs. International Air Cargo Workers' Union and Anr.](#) (supra), after considering the decision of this Court in the case of [Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors.](#) (supra), it has been observed and held by this Court that

where there is no abolition of contract labour under [Section 10](#) of the CLRA Act, but the contract labour contends that the contract between the principal employer and the contractor is sham and nominal, the remedy is purely under the [ID Act](#). It is further observed that the industrial adjudicator can grant the relief sought if it finds that the contract between the principal employer and the contractor is sham, nominal and merely a camouflage to deny employment benefits to the employee and that there is in fact a direct employment, by applying tests like: who pays the salary; who has the power to remove/dismiss from service or initiate disciplinary action; who can tell the employee the way in which the work should be done, in short, who has direct control over the employee. It is further observed that where there is no notification under [Section 10](#) of the CLRA Act and where it is not proved in the industrial adjudication that the contract was a sham/nominal and camouflage, then the question of directing the principal employer to absorb or regularise the services of the contract labour does not arise. It has further been observed in paragraphs 38 and 39 as under :-

“38. The tests that are applied to find out whether a person is an employee or an independent contractor may not automatically apply in finding out whether the contract labour agreement is a sham, nominal and is a mere camouflage. For example, if the contract is for supply of labour, necessarily, the labour supplied by the contractor will work under the directions, supervision and control of the principal employer but that would not make the worker a direct employee of the principal employer, if the salary is paid by a contractor, if the right to regulate the employment is with the contractor, and the ultimate supervision and control lies with the contractor.

39. The principal employer only controls and directs the work to be done by a contract labour, when such labour is assigned/allotted/sent to him. But it is the contractor as employer, who chooses whether the worker is to be assigned/allotted to the principal employer or used otherwise. In short, worker being the employee of the contractor, the ultimate supervision and control lies with the contractor as he decides where the employee will work and how long he will work and subject to what conditions. Only when the contractor assigns/sends the worker to work under the principal employer, the worker works under the supervision and control of the principal employer but that is secondary control. The primary control is with the contractor.”

Reverting to the facts of the present case and from the material exchanged by the parties and documents available on record, the position which emerges out that on behalf of workman a document namely I.D. Card was filed which was issued by Employee State Insurance Corporation in which the name of the workman employer code and address of the employer was mentioned. In the written statement the said document was not categorically denied by the respondent no.1. Further on behalf of the workman as per Rule 78(1)(a)(2) of Minimum Wages Act, extract of register of wages was filed of one worker and from the perusal of said extract it establishes that the name and address has been as KVIC, Rae-bareli.

In rebuttal to the said document no material document on behalf of respondent no.1 was filed to establish its case that the respondent no.1 is an Employer. Workman in his evidence filed on affidavit (examination in chief) has stated that he was engaged in the establishment KVIC, Rae-bareli and services were retrenched on 16.03.2010 by the authority of respondent no.1. in his chief examination he has also submitted that his ESI/EPF had been deducted from the wages which is paid to him each and every month by the respondent no.1/authority of the respondent no.1 i.e. Factory Incharge Sri Balwant Singh.

Thus keeping in view the said facts and law as laid down by the Hon'ble Apex Court in the case of Kisloskar Brothers Limited Versus Ramcharan & others in the absence of any notification under Section 10 of Contract Labour (Regulation & Abolition) Act 1970 on the basis of material documents and facts which are stated hereinabove it clearly established that the respondent no.1 M/s. Central Silver Plant, KVIC, Rae-bareli was the principal employer of workman/applicant.

Thus, the next point to be considered is whether the services of workman has been terminated in violation of provisions of section 25 F of the act or not? Once he had worked for more than 240 days continuously in last 12 months preceding the date of alleged termination.

In order to decide the same it will be appropriate to have a glance to the provisions of section 25 F of the Act, which reads as under:

"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 months' 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]."

A perusal of [Section 25-F](#) of the Act reveals that in order to claim the benefit of [Section 25-F](#), the workman needs to prove that she has been in continuous service for not less than one year from the date of his retrenchment. [Section 25B](#) of the Act stipulates that a person who has worked for a period of 240 days in the preceding year is deemed to be in continuous service for a period of one year. The relevant extract from Section 25B is produced below for reference:

"25B. Definition of continuous service.

For the purposes of this Chapter:

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer--

(3) or a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than--

(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case;"

Taking into consideration the above said facts, next point to be considered that whether the worker has worked for more than 240 days in last preceding twelve months from the date of alleged termination. It is well-settled that the burden to prove that the workman was in continuous employment of 240 days with the management is on the workman herself. This principle was reiterated by the Hon'ble Supreme Court in the landmark judgment of [R.M. Yellatti v. Asstt. Executive Engineer](#), (2006) 1 SCC 106; the relevant paragraph is extracted below:

"17. Analysing the above decisions of this Court, it is clear that the provisions of the [Evidence Act](#) in terms do not apply to the proceedings under [Section 10](#) of the Industrial Disputes Act. However, applying general principles and on reading the aforesaid judgments, we find that this Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily-waged earners, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus in most cases, the workman (the claimant) can only call upon the employer to produce before the court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register, etc. Drawing of adverse inference ultimately would depend thereafter on the facts of each case. The above decisions however make it clear that mere affidavits or self-serving statements made by the claimant workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non-production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the Tribunal to draw an adverse inference against the management. Lastly, the above judgments lay down the basic principle, namely, that the High Court under [Article 226](#) of the Constitution will not interfere with the concurrent findings of fact recorded by the Labour Court unless they are perverse. This exercise will depend upon the facts of each case."

These principles were reiterated by the Hon'ble Supreme Court in [Krishna Bhaqya Jala Niqam Ltd. v. Mohd. Rafi](#), (2009) 11 SCC 522, and the law on this subject was traced as under in paragraphs 8 to 10 which are reproduced as under:-

"8. In [Rajasthan State Ganganagar S. Mills Ltd. v. State of Rajasthan](#) [(2004) 8 SCC 161] the position was again reiterated in para 6 as follows : (SCC p.163)

'6. It was the case of the workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had in fact worked up to 240 days in the year preceding his termination. He has filed an affidavit. It is only his own statement which is in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year. These aspects were highlighted in [Range Forest Officer v.S.T. Hadimani](#) [(2002) 3 SCC 25]. No proof of receipt of salary or wages for 240 days or order or record in that regard was produced. Mere non-production of the muster roll for a particular period was not sufficient for the Labour Court to hold that the workman had worked for 240 days as claimed.'

9. In [Municipal Corpn., Faridabad v. Siri Niwas](#) [(2004) 8 SCC 195] it was held that the burden was on the workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment.

In M.P. Electricity Board v. Hariram [(2004) 8 SCC 246] the position was again reiterated in para 11 as follows : (SCC p. 250)

'11. The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously. At this stage it may be useful to refer to a judgment of this Court in Municipal Corpn., Faridabad v. Siri Niwas [(2004) 8 SCC 195] wherein this Court disagreed with the High Court's view of drawing an adverse inference in regard to the non-production of certain relevant documents. This is what this Court had to say in that regard: (SCC p. 198, para 15)

"15. A court of law even in a case where provisions of the Evidence Act apply, may presume or may not presume that if a party despite possession of the best evidence had not produced the same, it would have gone against his contentions. The matter, however, would be different where despite direction by a court the evidence is withheld. Presumption as to adverse inference for non-production of evidence is always optional and one of the factors which is required to be taken into consideration is the background of facts involved in the lis. The presumption, thus, is not obligatory because notwithstanding the intentional non-production, other circumstances may exist upon which such intentional non-production may be found to be justifiable on some reasonable grounds. In the instant case, the Industrial Tribunal did not draw any adverse inference against the appellant. It was within its jurisdiction to do so particularly having regard to the nature of the evidence adduced by the respondent."

In RBI v. S. Mani [(2005) 5 SCC 100] a three- Judge Bench of this Court again considered the matter and held that the initial burden of proof was on the workman to show that he had completed 240 days of service. The Tribunal's view that the burden was on the employer was held to be erroneous.

In light of the law laid down by the Hon'ble Supreme Court, now the question to be examined is whether the workman/applicant discharged his burden of proving that he was in continuous employment for at least 240 days in the year preceding his date of retrenchment or not?

In this regard on behalf of workman an application was moved for summoning the documents i.e. daily attendance sheets, Utpadan Log Sheet till the date of retrenchment of his services to which the objections were filed. This Tribunal after taking into consideration disposed of the application by an order dated 3.9.2013, the relevant portion of which reads as under:-

"Hon'ble Gujrat High Court in Director, Fisheries Terminal Division Vs. Bhakubhai Meghajibhai Chavda 2010 AIR SCW 542; has observed that for proving 240 days' continuous working, the workman would have difficulty in having access to all official documents, muster rolls etc. in connection with his service, therefore, the burden of proof shifts to the employer to prove that he did not complete 240 days of service in requisite period to constitute continuous service.

Hence, in view of the law laid down by the Hon'ble Gujrat High Court, the management of the Central Silver Plant, KVIC cannot escape from its legitimate responsibility as admittedly the workman worked under the control of the OP No.1 & 2. The issue that who was the supplier of man force is secondary. The workman has submitted that to substantiate his pleadings it is necessary to summon documents for the period December 2007 till his termination, and accordingly he has summoned relevant documents which in possession of the management to prove his working with the opposite party.

Accordingly the management of the Central Silver Plant, KVIC is directed to file the documents detailed in para 1(i) & (ii) of the application W-10 Application for summoning the documents is disposed of accordingly."

In response to the same the respondents no.1 & 2 filed a document titled as 'kendriya pooni sanyantra, khadi aur gramodyog ayog, audyogik khestra, Amawa Road, Rae-bareli'. From the perusal of said documents it clearly established that workman worked and discharged his duties as casual employee for more than 240 days prior to retrenchment of his services in the last preceding calendar year. Workman in Para-2 of the claim statement has categorically stated as under:-

"That it is much relevant to mention here that the workman has rendered his services more than 240 days in each and every calendar year from his date of engagement without any break even no holidays has been given to the workman and has worked on the machines of the principal employer i.e. Central Silver Plant, KVIC, Rae-bareli."

In response to the same on behalf of respondents no.1 & 2 in their written statement it has been stated as under:-

"That the contents of paras-1 to 4 of the claim statement are absolutely false and concocted hence denied. In reply it is stated that the applicant was never employed with Central Silver Plant, KVIC, Rae-bareli, but was in fact a contract labour deployed by a contractor to the Central Silver Plant, KVIC, Rae-bareli M/s. Black Hound Security Services (P) Ltd. 261, Sadar Bazar Jhansi, U.P. that too as per exigencies of work."

Keeping in view the said facts, material evidence and documents available on record the best evidence is with the respondents to prove and establish as per Section 106 of Indian Evidence Act 1872 that workman has not worked and discharged his duties for 240 days prior to his retrenchment. However, the respondents no.1 & 2 failed to discharge their burden that assertion as made by the workman on the point in issue is totally incorrect and wrong.

In addition to the said facts in his evidence on affidavit (examination in chief) the respondents no.1 & 2 categorically stated that he has worked 240 days in the preceding calendar year from the date of his termination/retrenchment. In the cross examination he has also categorically stated in this regard. Moreover on behalf of respondents no.1 & 2 in support of their case an affidavit of one Sri Avdhesh Kumar Dixit who is working on the post of 'Audyogik Sharmik Sherni-2' was filed (examination in chief) and in the said affidavit only in it has been stated the workman is an employee of the contractor as per agreement entered into between the establishment and the contractor and his services were disengaged by the contractor. Even in the cross examination he has not disputed the said facts.

Thus in view of the said facts and evidence it clearly establishes that the applicant/workman has worked and discharged his duties for more than 240 days in the preceding twelve months prior to the date of termination/retrenchment of his services.

Accordingly, question which is to be considered that what relief the workman/applicant is entitled?

Answer to the said question finds place in the judgment of the Hon'ble Madhya Pradesh High Court in its judgment and order dated 4.4.2024 passed in the case of **Chief Medical & Health Officer Versus Umrao Singh reported in 2024 (182) FLR 882** has held as under:-

"4. Considered the submissions made by counsel for parties.

5. The Supreme Court in the case of Bharat Sanchar Nigam Limited Vs. Bhurumal, reported in (2014) 7 SCC 177 has held as under:-

"33. 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 mala fide and/or by way of victimisation, 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 a procedural defect, namely, in violation of [Section 25-F](#) of the Industrial [Disputes Act](#), this Court is consistent in taking the view that 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."

6. The Supreme Court in the case of Jayant Vasantrao Hiwarkar Vs. Anoop Ganpatrao Bobde and others reported in (2017)11 SCC 244 has upheld the grant of compensation in lieu of reinstatement as the respondent had merely worked for a period of one year.

7. The Supreme Court in the case of Hari Nandan Prasad and another Vs. Employer I/R to Management of Food Corporation of India and another, reported in (2014) 7 SCC 190 has held as under:-

"19. The following passages from [the said judgment](#) would reflect the earlier decisions of this Court on the question of reinstatement:(BSNL case, SCC pp. 187-88, paras 29-30)

"29. The learned counsel for the appellant referred to two judgments wherein this Court granted compensation instead of reinstatement. In BSNL v. Man Singh, this Court has held that when the termination is set aside because of violation of [Section 25-F](#) of the Industrial Disputes Act, it is not necessary that relief of reinstatement be also given as a matter of right. In Incharge Officer v. Shankar Shetty, it was held that those cases where the workman had worked on daily-wage basis, and worked merely for a period of 240 days or 2 to 3 years and where the termination had taken place many years ago, the recent trend was to grant compensation in lieu of reinstatement.

30. In this judgment of Shankar Shetty, this trend was reiterated by referring to various judgments, as is clear from the following discussion: (SCC pp. 127-28, paras 2-4)

'2. Should an order of reinstatement automatically follow in a case where the engagement of a daily-wager has been brought to an end in violation of [Section 25-F](#) of the Industrial Disputes Act, 1947 (for short "the ID Act")? The course of the decisions of this Court in recent years has been uniform on the above question.

3. In Jagbir Singh v. Haryana State Agriculture Mktg. Board, delivering the judgment of this Court, one of us (R.M. Lodha, J.) noticed some of the recent decisions of this Court, namely, U.P. State Brassware Corpn. Ltd. v. Uday Narain Pandey, Uttaranchal Forest Development Corpn. v. M.C. Joshi, State of M.P. v. Lalit Kumar Verma, M.P. Admn. v. Tribhuban, Sita Ram v. Moti Lal Nehru Farmers Training Institute, Jaipur

Development Authority v. Ramsahai, GDA v. Ashok Kumar and Mahboob Deepak v. Nagar Panchayat, Gajraula and stated as follows: (*Jagbir Singh* case, SCC pp. 330 & 335, paras 7 & 14)

"7. It is true that the 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 a 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 of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice.

14. 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, be automatically passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly, daily-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."

21. We make it clear that reference to Umadevi, in the aforesaid discussion is in a situation where the dispute referred pertained to termination alone. Going by the principles carved out above, had it been a case where the issue is limited only to the validity of termination, Appellant 1 would not be entitled to reinstatement....."

8. The Supreme Court in the case of O.P. Bhandari Vs. Indian Tourism Development Corporation Limited and others reported in (1986) 4 SCC 337 has held as under :-

"6. Time is now ripe to turn to the next question as to whether it is obligatory to direct reinstatement when the concerned regulation is found to be void. In the sphere of employer- employee relations in public sector undertakings, to which Article 12 of the Constitution of India is attracted, it cannot be posited that reinstatement must invariably follow as a consequence of holding that an order of termination of service of an employee is void. No doubt in regard to "blue collar" workmen and "white collar" employees other than those belonging to the managerial or similar high level cadre, reinstatement would be a rule, and compensation in lieu thereof a rare exception. Insofar as the high level managerial cadre is concerned, the matter deserves to be viewed from an altogether different perspective -- a larger perspective which must take into account the demands of National Interest and the resultant compulsion to ensure the success of the public sector in its competitive co-existence with the private sector. The public sector can never fulfil its life aim or successfully vie with the private sector if it is not managed by capable and efficient personnel with unimpeachable integrity and the requisite vision, who enjoy the fullest confidence of the "policy-makers" of such undertakings. Then and then only can the public sector undertaking achieve the goals of (1) maximum production for the benefit of the community,

(2) social justice for workers, consumers and the people, and

(3) reasonable return on the public funds invested in the undertaking.

7. It is in public interest that such undertakings or their Boards of Directors are not compelled and obliged to entrust their managements to personnel in whom, on reasonable grounds, they have no trust or faith and with whom they are in a bona fide manner unable to function harmoniously as a team working arm-in-arm with success in the aforesaid three-dimensional sense as their common goal. These factors have to be taken into account by the court at the time of passing the consequential order, for the court has full discretion in the matter of granting relief, and the court can sculpture the relief to suit the needs of the matter at hand. The court, if satisfied that ends of justice so demand, can certainly direct that the employer shall have the option not to reinstate provided the employer pays reasonable compensation as indicated by the court."

9. The Supreme Court in the case of Ghaziabad Development Authority Vs. Ashok Kumar, reported in (2008) 4 SCC 261 has held that statutory authorities are obligated to make recruitments only upon compliance of Articles 14 and 16 of the Constitution of India. Any appointment in violation of the said constitutional scheme as also the statutory recruitment rules, if any, would be void and, under these circumstances, it was held that Workman is entitled for compensation in lieu of reinstatement.

10. The Supreme Court in the case of Mahboob Deepak Vs. Nagar Panchayat, reported in (2008) 1 SCC 575, has held that merely because an employee has completed 240 days of work in a year preceding the date of retrenchment, the same would not mean that his services were liable to be regularized. At the most,

interest of justice will be subserved if payment of sum of Rs.50,000/- by way of damages is made to the Workman.

11. Similar law has been laid down by the Supreme Court in the case of Uttar Pradesh State Electricity Board Vs. Laxmi Kant Gupta, reported in 2009(16) SCC 562, Senior Superintendent Telegraph Vs. Santosh Kumar Seal, reported in 2010(6) SCC 773, Assistant Engineer Rajasthan Development Vs. Gitam Singh, reported in 2013(5) SCC 136.”

Accordingly in view of the facts of the present case as well as law referred hereinabove it is clear that retrenchment/termination of service of workman is in contravention to the provisions of Section 25-F of the Industrial Disputes Act. Thus he is entitled for compensation and not for reinstatement. Further in the present case the workman Ramesh Yadav was engaged as casual employee on 01.01.2007 and his services were terminated/retrenched on 16.03.2010. So, taking into consideration the facts of the case the workman is not entitled for reinstatement in services rather it will be appropriate to award a compensation of sum of Rs. 1.50 Lakhs (Rupees One Lakh Fifth Thousand only) to the workman/applicant against the respondents.

Award

For the foregoing reasons the workman/applicant is only entitled for compensation of sum of Rs. 1.50 Lakhs (Rupees One Lakh Fifth Thousand only) and the same should have be paid to the applicant within a period of three months by the respondents from the date of publication of the award.

And workman is not entitled for reinstatement in services.

LUCKNOW.

06th March, 2025

Justice ANIL KUMAR, Presiding Officer

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

नई दिल्ली, 8 सितम्बर, 2025

का.आ. 1645.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ओरिएण्टल बैंक ऑफ कॉमर्स के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं II दिल्ली के पंचाट (62/2021) प्रकाशित करती है।

[सं. एल-39025/01/2025-आईआर(बी-II)-30]

सलोनी, उप निदेशक

New Delhi, the 8th September, 2025

S.O. 1645.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 62/2021) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No. II Delhi* as shown in the Annexure, in the industrial dispute between the management of Oriental Bank of Commerce and their workmen.

[No. L-39025/01/2025– IR(B-II)-30]

SALONI, Dy. Director

ANNEXURE

BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM – LABOUR COURT NO. II, NEW DELHI

I.D. No.62/2021

Sh. Badri Dutt Joshi vs. Oriental Bank of Commerce

Sh. Badri Dutt Joshi,

R/o House No. 116-117, Ground Floor, Pocket-03,

Sector-25, Rohini, New Delhi-110085.

Versus

1. The Chairman/MD,

Oriental Bank of Commerce,

C.O. Plot No.05, Sector-32, Institutional Area,

Gurgaon, Haryana-122001.

Applicant/Claimant

2. The AGM,
Oriental Bank of Commerce,
E-Block, Connaught Place, New Delhi-110001.
Management/respondent

Counsels:

For workman/ Claimant:

Sh. Vijay Pal, Ld. AR.

For Management/ Respondent:

Sh. Rajat Arora and Sh. Niraj Kumar, Ld. ARs.

AWARD**23.06.2025**

The Ministry of Labour and Employment had referred the following reference to this tribunal for adjudication:

- a. *Whether the enquiry conducted by the management of Oriental Bank of commerce (Now Known as PNB) was vitiated with regard to Sh. Badri Dutt Joshi.***
- b. *If yes, what relief these workers are entitled to?***
- c. *What other relief the said workman is entitled to?***

Pursuant to the reference, notices were issued to both parties. The claimant appeared and filed his claim statement stating that he was temporarily appointed in the management bank as a personal driver and was attached with Mr. S.D. Malhotra (AGM) and Mr. Vikram Kochar (Chief Manager of Bank) from 02.07.1986 to 01.07.1990. Thereafter, as per rules of the Bank, he was regularized as a peon w.e.f. 02.07.1990 and confirmed in the services of the bank since 02.06.1991. He was promoted to clerical cadre vide office letter no. 452/97 dated 04.03.1997.

The claimant stated that he had never submitted any forged and purported documents pertaining to the bank, in regard with availment of loans from the co-operative societies and any other financial institutions, and no dues were outstanding against him. Nevertheless, the management discontinued his services without proving any misconduct. From 13.03.2003, he was reportedly suffering from various diseases and kept sending leave applications along with medical certificates to the management until 25.12.2003, and on 26.12.2003. After recovery, he visited the zonal office of the bank and requested resumption of his duty but was not allowed. He claimed that he remained unemployed since and sought reinstatement with full back wages and other consequential benefits.

The management filed a written statement raising a preliminary objection that present claim raised by the claimant doesn't fall within definition of Industrial Dispute in accordance to sub-section (3) read with subsection (2) and (1) of Section 2A of the Industrial Disputes Act, 1947 (**Hereinafter referred to as 'the Act'**); it was also submitted that the present claim is time-barred having been filed almost 18 years after the conclusion of the disciplinary action against him in 2003. It was further stated that the claimant's pleadings were contradictory and diametrically opposite to those made before the Conciliation Officer. In the present claim, it has been stated that the claimant was not aware of any departmental proceedings against him. It has been stated in Para 2 of the claim statement that his services had been discontinued without any misconduct even without serving any show cause, memos, charge sheet, dismissal or removal letter etc. However, it is evident from the claim statement itself, as well as from the documents filed by the claimant before the Conciliation Officer, the claimant was indeed issued a charge-sheet dated 19.08.2002 by the management of Oriental Bank of Commerce for allegedly forging signatures of various Bank Officers to obtain loans from Cooperative Urban Society.

The claimant filed a rejoinder denying the management's averment in its written statement and reaffirming the averments made in his claim statement.

After completion of the pleadings, following issues had been framed vide order dated 04.07.2022:

- Whether the proceeding is maintainable.
- Whether the claim is barred by limitation.
- Whether the domestic inquiry conducted against the claimant was fair and in principles of natural justice were followed.
- To what relief the claimant is entitled.

It had been observed in order dated 04.07.2022 that issue no. 3 would be treated as a preliminary issue.

The management was called to lead evidence first. However, it failed to do so, citing that a long time had passed since the enquiry, during which, the records related to enquiry had been weeded out. Consequently, the issue of enquiry goes against the management and in favor of the claimant.

Another preliminary issue that had been framed is whether the claim petition is barred by limitation. The claimant had been allegedly terminated in 2003 and filed his claim in 2021 after a significant delay.

The claimant reiterated his initial service details, stating that he was temporarily appointed in the management bank as personal driver of the bank and attached with Mr. S.D. Malhotra, AGM, and Mr. Vikram Kochar, Chief Manager of the Bank w.e.f. 02.07.1996 to 01.07.1990 and thereafter as per rules of the bank, the claimant was regularized in the services of the bank as a peon since 02.07.1990, and he was confirmed in the services of the bank since 02.06.1991. His further succeeded in promotion exam from sub-staff cadre to clerical cadre which was held on 17.11.1996.

His further case is that his colleagues started hatching conspiracy against him without any rhyme or reason when he was in a dire of loan due to acute financial crunch which resulted into issuance of charge-sheet dated 19.08.2002 by Sh. Harish Bhatia, the then AGM, by labeling false charges against him, which was duly replied. However, instead of considering his reply, the AGM decided to hold a departmental enquiry against him, knowing very well that he was suffering from multiple diseases, severe mental depression and financial crisis.

The claimant participated in the enquiry; however, the documents regarding the enquiry were not supplied to him, in spite of repeated requests made by his legal assistant. He submitted that the dismissal order was supplied to him only in the year 2019, mentioning therein his suspension issued by Sh. B.R. Tangri without any signature.

He relied upon the following documents:

- **Ex.WW-1/1:** Copy of appreciation letter dated 05.04.1990 issued by the management to the deponent.
- **Ex.WW-1/2 (Colly):** Copy of letter issued by the management to the deponent (date not specified).
- **Ex.WW-1/3:** Copy of letter dated 20.07.1994.
- **Ex.WW-1/4:** Copy of letter dated 04.07.1996.
- **Ex.WW-1/5:** Copy of letter dated 17.09.1997.
- **Ex.WW-1/6 (Colly):** Copy of letter dated 04.03.1997.
- **Ex.WW-1/7:** Copy of letter dated 12.02.1997.
- **Ex.WW-1/8:** Copy of letter dated 02.06.1999.
- **Ex.WW-1/9 (Colly – 31 Pages):** Copies of letters and medical certificates submitted by the deponent for medical leave.
- **Ex.WW-1/10 (Colly – 2 Pages):** Copy of complaint/charge sheet dated 19.08.2002.
- **Ex.WW-1/11:** Copy of dismissal order dated 22.10.2003.
- **Ex.WW-1/12:** Copy of notice/representation dated 09.10.2019 along with postal receipt dated 17.10.2019.

Surprisingly, the witness stated in his cross-examination that he had not received the dismissal letter in 2003. He claimed that he visited connaught place branch of the management bank in 2019, where he was given the charge sheet and termination letter. He further stated that he hadn't received charge-sheet earlier in 2002.

The management relied upon the judgment of the Hon'ble Supreme Court of India in **The Nedungadi Bank Ltd. vs. K.P. Madhavankutty and Ors., Civil Appeal no. 638 of 2000, (MANU/SC/0049/2000)**, where in Para-6, it was held:

Law does not prescribe any time limit for the appropriate Government to exercise its powers under Section 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and in a rational manner. There appears to us to be no rational basis on which the Central Government has exercised powers in this case after lapse of about seven years of order dismissing the respondent from service. At the time reference was made no industrial dispute existed or could be even said to have been apprehended. A dispute which is stale could not be the subject-matter of reference under Section 10 of the Act. As to when a dispute can be said to be stale would depend on the facts and circumstances of each case. When the matter has become final, it appears to us to be rather incongruous that the reference be made under Section 10 of the Act in the circumstances like the present one. In fact it could be said that there was no dispute pending at the time when the reference in question was made. The only ground advanced by the respondent was that two

other employees who were dismissed from service were reinstated. Under what circumstances they were dismissed and subsequently reinstated is nowhere mentioned. Demand raised by the respondent for raising industrial dispute was ex facie bad and Incompetent.

On the other hand, the claimant relied upon the judgment decided by the Hon'ble Supreme Court of India, in Sapan Kumar Pandit vs. U.P. State Electricity Board & Others, **appeal (civil) 4471 of 2001** AIR 2001 SUPREME COURT 2562, decided on **24 July 2001**, where it was held that delay in filing a case is justified when the dispute has remained alive, though not galvanized on account of other justified reasons.

The gist of the claimant's arguments is that he was not aware of his dismissal order in 2003 and he came to know about it only in 2019, when he visited the Connaught place branch, where he was given the charge-sheet as well as the order of dismissal. During the course of arguments, he was asked to produce the person who allegedly gave him these documents. However, he later expressed his inability to do so.

This tribunal fails to understand how an unknown person could have given the charge-sheet and dismissal order to him, without knowing the identity of the claimant. It is also an admitted fact that in 2002, the claimant himself had admitted that he had participated in the enquiry proceedings therein which had been arisen out of the charge-sheet issued to him, of which he had submitted a reply. How could he now escape the fact that he was not aware of the charge-sheet as well as the dismissal order? A long time has elapsed in between, and due to this delay, the enquiry file has been weeded out. Additionally, the erstwhile Oriental Bank of Commerce has now merged with the Punjab National Bank, which may also have been the reason for untracing of the relevant files.

Nevertheless, it has been proved that there has been excessive delay and laches on the part of the claimant in approaching the appropriate forum. While he alleges that some officials hatched conspiracy against him which resulted into enquiry and charge-sheet against him. However, he failed to provide any specific reason behind the conspiracy against him, nor has he indicated any enmity with his colleagues or something else.

In view of the above facts and evidence on record, it is held that the claim is barred by laches. The claim has been filed almost 18 years after his alleged dismissal. No record has been produced to demonstrate what steps the claimant took to re-join duties, if he was genuinely unaware of his dismissal. It has also not been explained whether any suspension allowance was given to him, or it was stopped. Nothing related to this matter has been brought on record.

In light of the above findings, the reference is answered against the claimants and in favor of the management. Accordingly, the claim of the claimant stands dismissed. The claimant is not entitled to any relief. 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 23.06.2025

नई दिल्ली, 4 सितम्बर, 2025

का.आ. 1646.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रमन्यायालय कोटा के पंचाट (केन्द्रीय)—03/2016(सीआईएस—03/2016)(सीएनआर—आरजेकेटी060001732016) प्रकाशित करती है।

[सं. एल-12012/14/2016-आईआर(बी-II)]

सलोनी, उप निदेशक

New Delhi, the 4th September, 2025

S.O. 1646.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 03/2016(CIS-03/2016) (CNR- RJKT 060001732016) of the *Indus.Tribunal-cum-Labour Court Kota* as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda and their workmen.

[No. L-12012/14/2016- IR(B-II)]

SALONI, Dy. Director

अनुलग्नकन्यायाधीश, औद्योगिक न्यायाधिकरण(केन्द्रीय)कोटा,(राज.)

पीठासीन अधिकारी— संदीप कुमार शर्मा, आर.जे.एस. (जिला जज संवर्ग)

निर्देश प्रकरण क्रमांक:औ.न्या.(केन्द्रीय)—03/2016(सीआईएस—03/2016)

(सीएनआर—आरजेकेटी060001732016)

दिनांक स्थापित: 18.05.2016

प्रसंग: भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश क्र. एल—12012/14/2016

(आईआर(बी—II)) दि.21.04.2016

निर्देश/विवाद अन्तर्गत धारा 10(1)(घ) एवं उपधारा 2(क) औद्योगिक विवाद अधिनियम,1947मध्य

देवलाल गुर्जर पुत्र श्री छोटलाल गुर्जर, निवासी वार्ड नं. 13, ग्राम नमाना, तहसील व जिला बून्दी

.....प्रार्थी श्रमिक

एवं

1. सहायक बैंक ऑफ बड़ौदा, शाखा नमाना, जिला बून्दी
2. सहायक प्रबंधक, बैंक ऑफ बड़ौदा, क्षेत्रीय कार्यालय, कोटा (राज.)
3. महाप्रबंधक, बैंक ऑफ बड़ौदा, जयपुर (राज.)

.....अप्रार्थीगण नियोजक

उपस्थित

प्रार्थी श्रमिक की ओर से प्रतिनिधि:—

श्री पुरुषोत्तम दाधीच

अप्रार्थी नियोजक की ओर से प्रतिनिधि:—

श्री सुरेश माथुर

::अधिनिर्णय::

दि.: 04.06.2025

भारत सरकार, श्रम मंत्रालय, नई दिल्ली के प्रासांगिक आदेश दिनांक 21.04.2016 के जरिये निर्देश विवाद, औद्योगिक विवाद अधिनियम, 1947 (जिसे आगे "अधिनिर्णय" से सम्बोधित किया जावेगा) की धारा 10(1)(घ) के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ सम्प्रेषित किया गया है:—

"क्या कर्मकार श्री देवलाल गुर्जर पुत्र श्री छोटलाल जी गुर्जर को प्रबंधक श्रीमान प्रबंधक, बैंक ऑफ बड़ौदा, शाखा नमाना, जिला बून्दी (राज.) 2. श्रीमान सहायक प्रबंधक, बैंक ऑफ बड़ौदा क्षेत्रीय कार्यालय, कोटा (राज.) व 3. श्रीमान महाप्रबंधक बैंक ऑफ बड़ौदा, जयपुर (राज.) द्वारा मौखिक आदेश दिनांक 31.10.2013 द्वारा नौकरी से निकालने व नियमित कार्य पर नहीं लेने की कार्यवाही विधि एवं न्यायसंगत है ? यदि नहीं तो प्रार्थी किस राहत व कब से पाने का हकदार है ?"

2—उक्त विवाद, न्यायाधिकरण में रेफर होने पर पंजीबद्ध कर पक्षकारों को उपस्थिति बाबत नोटिस जारी किए गए। नोटिस की पालना में प्रार्थी श्रमिक द्वारा उपस्थित होकर स्टेटमेंट ऑफ क्लेम न्यायाधिकरण के समक्ष प्रस्तुत कर संक्षिप्ततः यह कथन किया गया है कि नियोजक द्वारा प्रार्थी श्रमिक को दिनांक 01.01.1994 से चतुर्थ श्रेणी कर्मचारी के पद पर सेवा में नियोजित किया। प्रार्थी का नियोजन अप्रार्थी संख्या 1 द्वारा किये जाने के पश्चात इसकी सूचना अप्रार्थी संख्या 2 व 3 को अनुमोदन हेतु दी जाती थी। नियोजक ने पूर्व सूचना के बिना दिनांक 31.10.2013 को श्रमिक को नौकरी से हटा दिया, जो अवैध है। दिनांक 18.03.2008 को मेनेजमेंट बैंक ऑफ बड़ौदा एवं ऑल इण्डिया बैंक ऑफ बड़ौदा एम्प्लॉईज फेडरेशन के मध्य मांगों के संबंध में एक समझौता सम्पन्न हुआ था। उस समझौते के अन्तर्गत केजुअल पिओन स्पीर्स आदि को बैंक की नियमित सेवा में लेने के संबंध में निर्णय लिये गये थे तथा इस समझौते की शर्त संख्या 2 के फेज II व फेज III के अन्तर्गत प्रार्थी नियमित होने का अधिकारी है। प्रार्थी ने इस संबंध में नियमित करने हेतु निवेदन किया था परंतु इस पर कोई ध्यान नहीं दिया गया। श्रमिक ने नियोजक के यहां दिनांक 01.01.1994 से 30.10.2013 तक निरन्तर कार्य किया है तथा इस अवधि में 240 दिन से अधिक समय से कार्य किया है, जो कि छंटनी की परिभाषा में आता है। श्रमिक को सेवा पृथक करते समय वरिष्ठता सूची का प्रकाशन नहीं किया गया, ना ही श्रमिक को नोटिस, नोटिस वेतन एवं छंटनी मुआवजा अदा किया गया जो कि औद्योगिक विवाद अधिनियम की धाराओं का उल्लंघन है और प्रार्थना की है कि प्रार्थीगण को श्रमिक के पिछले सम्पूर्ण वेतन का लाभ दिलाया जावे।

अप्रार्थी नियोजक की ओर से स्टेटमेंट ऑफ क्लेम का जवाब प्रस्तुत कर अभिकथन किया कि श्रमिक को अप्रार्थी द्वारा कोई नियुक्ति नहीं दी गयी तो ऐसे में उसे हटाने का प्रश्न ही उत्पन्न नहीं होता है। प्रतिपक्षी संस्थान भारत सरकार का उपक्रम है जिसमें नियुक्ति के नियम बन चुके हैं जिसके अनुसार या तो नियुक्ति हेतु अखबार में सूचना प्रकाशित की जाती है नियोजन कार्यालय से नाम मंगवाये जाते हैं उन व्यक्तियों को जो नौकरी पाना चाहते हैं पहले साक्षात्कार होता है, साक्षात्कार में पास होने के पश्चात उन व्यक्तियों को नियुक्ति पत्र दिया जाता है नियुक्ति पत्र देने के उपरान्त नौकरी दी जाती है। इन प्रक्रियाओं के बिना किसी को प्रतिपक्षी संस्थान में नौकरी नहीं दी जा सकती है। प्रार्थी के केस में उक्त कोई प्रक्रिया नहीं

अपनाई गई क्योंकि प्रार्थी को नौकरी पर रखा ही नहीं इस कारण से न तो प्रार्थी को नियुक्ति पत्र दिया गया न ही प्रार्थी उक्त प्रक्रिया से ही गुजरा। इन परिस्थितियों में यह साफ जाहिर है कि प्रार्थी कभी प्रतिपक्षी का नियोजित कर्मचारी नहीं रहा है। शाखा प्रबंधक को स्थायी रूप से नौकरी पर रखने का कोई अधिकार नहीं होता है। अगर शाखा प्रबंधक किसी कर्मचारी से कोई काम कराता है तो उसे संस्थान में स्थायी कर्मचारी के रूप में नहीं माना जा सकता है। अंत में प्रार्थना की है कि प्रार्थी का क्लेम प्रार्थना पत्र सव्यय खारिज किया जावे।

3-साक्ष्य में प्रार्थी की ओर से स्वयं प्रार्थी देवलाल गुर्जर एवं अप्रार्थी की ओर से रामकुमार मीणा के शपथ पत्र प्रस्तुत किये गये हैं जिन पर परस्पर जिरह की गई है। प्रार्थी पक्ष की ओर से दस्तावेजी साक्ष्य भी प्रस्तुत की गई है जिसका यथा समय उल्लेख किया जावेगा।

4-उभयपक्ष की बहस सुनी गई जो कि उनकी ओर से प्रस्तुत अपने-अपने अभ्यावेदनों के अनुरूप ही रही है। प्रार्थीपक्ष की ओर से दौरान बहस यह कथन किया गया है कि श्रमिक को अप्रार्थी नियोजक ने दि. 01.01.1994 को नियोजित किया गया और दि. 31.10.1994 को श्रमिक को अप्रार्थी द्वारा बिना सूचना के व नोटिस वेतन के हटा दिया, उक्त अवधि के दौरान श्रमिक ने प्रत्येक कलेण्डर वर्ष में 240 दिन से अधिक समय तक कार्य किया है।

दौराने बहस अप्रार्थी प्रतिनिधि का केवल यह तर्क रहा है कि प्रार्थी ने उनके यहां किसी भी कलेण्डर वर्ष में 240 दिन कार्य नहीं किया है इसलिए प्रकरण में अधिनियम के प्रावधान लागू नहीं होते हैं। प्रार्थी द्वारा ना तो अपना नियुक्ति पत्र ना ही सेवामुक्ति पत्र साक्ष्य में प्रस्तुत किया है जबकि प्रार्थी स्वयं अपनी साक्ष्य में दिनांक 01.10.1994 को अप्रार्थी के नियोजन में कार्य करना व नियुक्ति पाना कथन करता है परंतु साक्ष्य में कोई दस्तावेज प्रस्तुत नहीं किये गये हैं। अपने कथनों के समर्थन में अप्रार्थी की ओर से निम्नलिखित न्यायिक दृष्टांत प्रस्तुत किये गये जिनका ससम्मान अवलोकन किया गया तथा उनसे मार्गदर्शन प्राप्त किया गया:-

- 1- 2004(103) FLR 187 SC Municipal Corporation Faridabad Vs. Siri Niwas
- 2- 2004(103) FLR SC Rajasthan State Ganganagar Mills Vs. State of Rajasthan
- 3- 2003(96) FLR 492 SC UP and Anr. Vs. Karak and Anr.
- 4- 206(110) FLR 1212 SC Krishna Bhagya Jala Vs. Mohammed Rafi.
- 5- 2006 LAB I.C. 883 SC Rgnl. Manager Vs. Rakesh kumar Tewari
- 6- SC FLR 1997 (76) P 237 Himanshu Kumar Vs. State of Bihar and Other
- 7- 1999 LAB I.,C. 2662 Channey Lal and Vs. Director Malaria Research Centre.
- 8- RLR 1996 (2) Shashi Kant Vs. State of Raj.
- 9- 2003(98) FLR 385 Rajasthan High Court Regional Manager Bank of Baroda Vs. PO Central Govt.
- 10- 2006 (110) FLR 767 SC HUDA and Jagmal singh
- 11- 2008(117) FLR 312 Patna High Court Sanjay Kumar Tiwary Vs. State of Bihar
- 12- 2002 (95) FLR 1137 Kerala High Court President Peroorkada Service Co Operative Bank Ltd. Vs. Smt. S. Sheena and Other
- 13- MAT No. 3764/1998 dated 10-03-1999 High Court of Calcutta Between Calcutta Tramways Co. Vs. Ramesh and 17 Others.

5-हस्तगत प्रकरण में न्यायालय को मुख्य रूप से यह देखना है कि क्या प्रार्थी श्रमिक देवलाल गुर्जर ने उसके द्वारा वर्णित सेवा पृथकता दिनांक 31.10.2013 से ठीक पूर्व के एक कलेण्डर में 240 दिन कार्य किया है अथवा नहीं?

इस संबंध में प्रार्थी की ओर से साक्ष्य में स्वयं का शपथपत्र प्रस्तुत किया गया है जिसमें उसने स्टेटमेंट ऑफ क्लेम में वर्णित तथ्यों की पुनरावृत्ति की है और जिरह में कथन किया है कि उसने बैंक के आदेश दिनांक 01.01.1994 का हवाला शपथ पत्र में दिया है लेकिन उक्त आदेश पत्रावली में पेश नहीं है। दिनांक 01.11.2012 से 31.10.2013 तक उसने जितने दिन काम किया है उसके संबंध में दस्तावेज पत्रावली में पेश किया है। प्रार्थी ने पत्रावली देखकर कहा कि पत्रावली में ऐसा कोई दस्तावेज नहीं है। प्रदर्श 5 ए.डी. एम साहब ने जो सूचना मांगी है उसकी फोटो प्रति है, ए.डी.एम ने जो सूचना मांगी थी वह ये है कि किस कर्मचारी ने कितने दिन काम किया है। प्रदर्श 5 में नहीं लिखा हुआ है कि उसने कब से कब तक काम किया है। उसने किस महीने, किस साल कितने-कितने दिन काम किया है उसके संबंध में प्रदर्श 8 में लिखा हुआ है जो सही लिखा हुआ है। प्रदर्श 4 के अनुसार ये स्टेटमेंट 2009 से 2012 तक का है उसके पहले का स्टेटमेंट लेजर में होता था। यह बात सही है कि प्रदर्श 4 के अलावा पहले के और बाद के स्टेटमेंट उसके पास नहीं थे इसलिए उसने पेश नहीं किये हैं। यह बात सही है कि नौकरी पर रखने व हटाने का कोई पत्र अधिकारी ने नहीं दिया था इसलिए उसने पेश नहीं किया। उसने नौकरी से हटने के बाद बैंक को कोई नोटिस नहीं दिया। उसने दिनांक 01.01.1994 से लेकर 31.10.2013 तक कितने दिन, कितने महीने और कितने साल काम किया उसका रिकॉर्ड उसके पास नहीं है बैंक के पास होगा। उसने बैंक से रिकॉर्ड प्राप्त करने के लिए बैंक को कोई नोटिस नहीं दिया।

साक्ष्य में अप्रार्थी की ओर से रामकुमार मीणा का शपथ पत्र प्रस्तुत किया गया है जिसमें उन्होंने जवाब स्टेटमेंट ऑफ क्लेम में वर्णित तथ्यों की पुनरावृत्ति की है और जिरह में यह कथन किया है कि वह उपलब्ध रिकॉर्ड देखकर आया है। बैंक ऑफ बड़ौदा, शाखा नमाना, जिला बूंदी में उसकी नियुक्ति सितम्बर 2022 से है। दिनांक 01.01.1994 से 30.10.2013 तक उक्त अवधि में उसकी उस शाखा में नियुक्ति नहीं थी। उक्त अवधि में प्रबंधक कौन थे उसके बारे में रिकॉर्ड देखकर बता सकता है। यह बात सही है कि दैनिक वेतन कर्मचारियों को वाउचर से भुगतान किया जाता है। यह बात सही है कि उक्त अवधि में जितने भी कर्मचारियों ने काम किया है उनके बाउचर पत्रावली में पेश नहीं किये हैं। वर्तमान में 10 साल पुराने रिकॉर्ड को बैंक के नियमानुसार शाखा से ले जाते हैं। उक्त रिकॉर्ड को वर्तमान में उपलब्ध नहीं करवा सकते हैं। यह बात सही है कि 10 साल पुराने रिकॉर्ड को हटाने का परिपत्र भी पत्रावली में पेश नहीं किया है। 10 साल पुराना रिकॉर्ड क्षेत्रीय कार्यालय के आदेशानुसार वेन्डर को भिजवा दिया जाता है। उक्त अवधि का कौन-कौन सा रिकॉर्ड भिजवाया है उसका विवरण भी पत्रावली में पेश नहीं किया है। प्रदर्श डब्ल्यू 6 व 7

हमारे बैंक का ही है परन्तु इसमें जो लिखा है उसके बारे में उसे पता नहीं है। प्रदर्श डब्ल्यू 8 की उसे जानकारी नहीं है। प्रदर्श डब्ल्यू 5 में सितम्बर 1994 से काम करना बताया है वह सही है। जिन भी दैनिक वेतन भोगी कर्मचारियों ने 90 दिन काम किया है उनका स्थाईकरण किया हो तो उसे पता नहीं है, 90 दिन में स्थाईकरण करना बैंक के नियम में नहीं है। नियमित कर्मचारियों की सूची हैड ऑफिस में होती है। उसे पता नहीं है कि दिनांक 01.01.1994 के बाद के दैनिक वेतन भोगी कर्मचारियों का नियमितकरण कर दिया हो और श्रमिक का नियमितकरण नहीं किया गया हो। उसे पता नहीं है कि प्रार्थी को 31.10.2013 को निकाल दिया गया हो। प्रदर्श डब्ल्यू 1 की उसे जानकारी नहीं है। प्रदर्श डब्ल्यू 1 की जानकारी जनरल मैनेजर एच0आर0एम0 डीपार्टमेंट दे सकता है। प्रदर्श डब्ल्यू 1 बैंक और यूनियन के बीच का समझौता है। प्रदर्श डब्ल्यू 2 व 3 की उसे जानकारी नहीं है। प्रदर्श डब्ल्यू 4 में श्रमिक द्वारा महीने में जितने दिन काम किया है उसकी मजदूरी की राशि उसके बचत खाते में डाली गई है। प्रदर्श डब्ल्यू 9 लगायत 13 की उसे जानकारी नहीं है परन्तु प्रदर्श 12 का बैंक द्वारा हिन्दी में प्रदर्श 13 जवाब दिया गया है। प्रदर्श डब्ल्यू 14 व 15 की उसे जानकारी नहीं है। उसे पता नहीं है कि प्रार्थी को बिना छंटनी के मुआवजा दिये हटा दिया गया हो। दैनिक वेतन भोगी कर्मचारी की हाजिरी नहीं लगती है। उसे पता नहीं है कि श्रमिक ने उनके यहां 20 साल काम किया हो।

6—पत्रावली के अवलोकन से प्रकट है कि प्रार्थी द्वारा अप्रार्थी के नियोजन में दिनांक 01.01.1994 से 30.10.2013 तक लगातार कार्य करना बताया गया है लेकिन प्रार्थी की ओर से केवल मात्र क्लेम व शपथ-पत्र की साक्ष्य में ही यह कथन किया गया है कि उसने अप्रार्थी के अधीन दिनांक 01.01.1994 से 30.10.2013 तक निरन्तर कार्य करते हुए 240 दिन से भी अधिक समय तक कार्य पूर्ण किया है परन्तु इस संबंध में कोई दस्तावेजी साक्ष्य प्रस्तुत नहीं गयी है और जो दस्तावेजी साक्ष्य प्रदर्श डब्ल्यू 4 प्रस्तुत किया गया है वह दिनांक 19.09.2009 से 24.09.2012 तक की अवधि का है। इसके अतिरिक्त प्रदर्श डब्ल्यू 5 में भी प्रार्थी का नाम अंकित है परन्तु उक्त प्रदर्श डब्ल्यू 5 पर प्रार्थी का नाम किस रूप में अंकित है यह प्रकट नहीं है और उक्त दस्तावेज दिनांक 24.07.2009 को जारी किया जाना प्रकट होता है। इसके अतिरिक्त प्रार्थी की ओर से प्रदर्श डब्ल्यू 8 दस्तावेज प्रस्तुत कर प्रदर्शित कराया गया है जिसमें दैनिक वेतन भोगी कर्मचारियों का विवरण है जिसमें प्रार्थी की सेवा अवधि दिनांक 27.02.1996 से 31.03.2001 तक की अंकित की गयी है। प्रार्थी स्वयं ने जिरह में यह स्पष्ट कथन किया है कि "उसने बैंक के आदेश दिनांक 01.01.1994 का हवाला शपथ पत्र में दिया है लेकिन उक्त आदेश पत्रावली में पेश नहीं है। दिनांक 01.11.2012 से 31.10.2013 तक उसने जितने दिन काम किया है उसके संबंध में दस्तावेज पत्रावली में पेश किया है। प्रार्थी ने पत्रावली देखकर कहा कि पत्रावली में ऐसा कोई दस्तावेज नहीं है। उसने किस महीने, किस साल कितने-कितने दिन काम किया है उसके संबंध में प्रदर्श 8 में लिखा हुआ है जो सही लिखा हुआ है। प्रदर्श 4 के अनुसार ये स्टेटमेंट 2009 से 2012 तक का है उसके पहले का स्टेटमेंट लेजर में होता था। यह बात सही है कि प्रदर्श 4 के अलावा पहले के और बाद के स्टेटमेंट उसके पास नहीं थे इसलिए उसने पेश नहीं किये हैं। उसने नौकरी से हटने के बाद बैंक को कोई नोटिस नहीं दिया।" इस प्रकार प्रदर्श 8 के मुताबिक प्रार्थी द्वारा दिनांक 27.02.1996 से 31.03.2001 तक कार्य किया जाना प्रकट होता है। ऐसे में उक्त समस्त दस्तावेजात के अवलोकन से प्रकट है कि प्रार्थी द्वारा उसकी सेवा पृथक्ता दिनांक 31.10.2013 से ठीक पूर्व एक कलेण्डर वर्ष में 31.10.2012 से 30.10.2013 तक की अवधि में 240 दिवस तक कार्य किया हो। प्रार्थी के कथनों का खण्डन करते हुए अप्रार्थी ने बताया है कि प्रार्थी ने उनके यहां अलग-अलग समयों पर आकस्मिक/अस्थायी आधार पर केवल आकस्मिकता में आवश्यकता के आधार पर नमाना शाखा में कार्य किया है इसके अतिरिक्त प्रार्थी ने उनके यहां कोई कार्य नहीं किया है। प्रार्थी की ओर से ऐसी कोई दस्तावेजी या मौखिक साक्ष्य पत्रावली पर पेश नहीं की गई है जिससे यह प्रमाणित होता हो कि उसने अप्रार्थी के नियोजन में उसके द्वारा वर्णित सेवा समाप्ति दिनांक 31.10.2013 से ठीक एक वर्ष के कलेण्डर में 240 दिन कार्य किया हो। प्रार्थी द्वारा ऐसा कोई प्रार्थना पत्र भी न्यायालय के समक्ष प्रस्तुत नहीं किया है जिसमें यह प्रार्थना की गई हो कि उसके नियोजन व कार्य के संबंध में अप्रार्थी से दस्तावेज तलब किये जावे, इसके अतिरिक्त प्रार्थी की ओर से जो दस्तावेज की मांग सूचना के अधिकार के तहत की गई है उसका प्रार्थना पत्र प्रस्तुत किया गया है परन्तु उसके संबंध में उसे क्या सूचना प्राप्त हुई इसका उल्लेख या कोई दस्तोजी साक्ष्य प्रस्तुत नहीं की गई है। इसके अतिरिक्त जो समझौता प्रदर्श डब्ल्यू 1 प्रार्थी की ओर से प्रस्तुत किया गया है उसमें प्रार्थी पक्षकार होना प्रकट नहीं होता है ऐसे में उक्त समझौता प्रार्थी पर लागू भी नहीं होता है। प्रार्थी द्वारा जो रोजगार कार्यालय का कार्ड प्रदर्श डब्ल्यू 2 व 3 प्रस्तुत किया है उससे भी प्रार्थी को ऐसी सहायता प्राप्त नहीं होती है कि प्रार्थी अप्रार्थी के नियोजन में उसकी सेवा समाप्ति की तिथि से पूर्व 12 कलेण्डर माहों में कार्यरत रहा हो। प्रार्थी को वांछित अनुलोप प्राप्त करने के लिए यह प्रमाणित करना आवश्यक है कि उसके द्वारा बताई गई सेवा समाप्ति दिनांक 31.10.2013 से ठीक पूर्व के 12 कलेण्डर माह में उसके द्वारा अप्रार्थी के अधीन निरन्तर 240 दिन कार्य किया गया था, किन्तु इस सम्बन्ध में प्रार्थी की ओर से जो साक्ष्य प्रस्तुत की गयी है, उससे उसके कथनों की किसी भी प्रकार से पुष्टि नहीं होती है। प्रार्थी श्रमिक पर 240 दिन लगातार काम करने के तथ्य को साबित करने का जो भार है, उसमें प्रार्थी श्रमिक द्वारा केवल मात्र अपने शपथ-पत्र में यह लिख देना कि उसने 240 दिन तक लगातार काम किया, पर्याप्त नहीं होगा, अपितु उसे किसी ठोस मौखिक एवं प्रलेखीय/दस्तावेजी साक्ष्य से इस तथ्य को साबित करना होगा जिससे कि यह तथ्य सम्पुष्ट हो सके, परन्तु हस्तगत प्रकरण में पत्रावली पर उपलब्ध साक्ष्य से प्रार्थी यह तथ्य साबित करने में पूर्णतया असफल रहा है कि उसके द्वारा बताई गई सेवा समाप्ति की दिनांक से ठीक पूर्व के 12 कलेण्डर माह की अवधि में उसने अप्रार्थी के नियोजन में निरन्तर 240 या उससे अधिक कार्य किया है। माननीय सर्वोच्च न्यायालय द्वारा निम्नलिखित न्यायिक दृष्टांतों में इस संबंध में समय-समय पर यही सिद्धांत प्रतिपादित किया है—

Ranip Nagar Palika Vs. Babuji Gabhaji Thakore-IX(2007) SLT 805 SC में माननीय सर्वोच्च न्यायालय द्वारा यह सिद्धांत प्रतिपादित किया है कि LABOUR LAW- 240 days completion of service- Burden of proof lies on workman to show he worked continuously for 240 days for preceding one year - It is for workman to adduce evidence apart from examining himself to prove factum of being in employment of employer.

State of Gujrat vs Pratamsingh Narsinh Parmar, (2001) 9 SCC 713. esa ekuuh; सर्वोच्च न्यायालय द्वारा यह सिद्धांत प्रतिपादित किया है कि In our opinion the Tribunal was not right in placing the onus of the management without first determining on the basis of cogent evidence that the respondent had worked for more than 240 days in the year preceding his termination. It was the case of the claimant that he had so worked but this claim was denied by the appeallant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filling of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any Court or Tribunal to come to the conclusion that a workman had, in fact, worked for 240 days in a year. No Proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for this period was produced by the workman. on this ground alone, the award is liable to be set aside.

Rajasthan State Ganganagar Sugar Mills Ltd. Vs State of Rajasthan and Anr. v(2004) LST 686=2004(8)SCC161, (पैरा 6) में माननीय सर्वोच्च न्यायालय द्वारा यह सिद्धांत प्रतिपादित किया है कि "It was the case of the workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had in fact worked up to 240 days in the year preceding his termination. He has filed an affidavit. It is only his own statement which is in his favour and that cannot be regarded as sufficient evidence for any Court or Tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year. These aspects were highlighted in **Range Forest Officer vs S.T. Hadimani, 2002 (3) SCC 25. No Proof of receipt of salary or wages for 240 days or order or record in that regard was produceci. Mere Non-production of the muster roll for a particular period was not sufficient for the Labour Court to hold that the workman had worked for 240 days as claimed."**

Manager Reserve Bank of India Bangalore Vs S. Mani and Others 2005 (5) SCC page 100 में माननीय सर्वोच्च न्यायालय द्वारा यह सिद्धांत प्रतिपादित किया है कि The Initial burden of proof was on the workman to show that he had completed 240 days of service. Tribunal's view that the burden was on the employer was held to be erroneous.

R.M. Yellatti Vs The Asst. Executive Engineer (2006 (1) SCC 1006) 2005 AIR SCW 6103 में माननीय सर्वोच्च न्यायालय द्वारा यह सिद्धांत प्रतिपादित किया है कि "Analysing the above decisions of this court, it is clear that the provisions of the Evidence Act. in terms do not apply to the proceedings under section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforesaid judgements we find that this court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily waged earner, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus in most cases, the workman (claimant) can only call upon the employer to produce before the court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register etc. Drawing of adverse inference ultimately would depend thereafter on facts of each case. The above decisions however make it clear that mere affidavits or self-serving statements made by the claimant/workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgements further lay down that mere non-production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the tribunal to draw an adverse inference against the management. Lastly, the above judgements lay down the basic principle, namely, that the High Court under Article 226 of the Constitution will not interfere with the concurrent findings of fact recorded by the labour court unless they are perverse. This exercise will depend upon facts of each case."

7—इस प्रकार उपरोक्त विवेचन व विश्लेषण के आधार पर प्रार्थी अपनी साक्ष्य से यह सिद्ध कर पाने में असफल रहा है कि उसने अप्रार्थीगण के यहां उसके द्वारा वर्णित सेवा समाप्ति दिनांक 31.10.2013 से ठीक पूर्व के एक कलैण्डर वर्ष, अर्थात् 12 कलैण्डर माह में निरन्तर 240 दिन कार्य किया है ऐसी स्थिति में प्रार्थी श्रमिक, अप्रार्थीगण नियोजक से किसी प्रकार का कोई अनुतोष प्राप्त करने का अधिकारी होना नहीं पाया जाता है एवं सम्प्रेषित निर्देश/रेफ्रेन्स इसी अनुरूप उत्तरित होने योग्य है।

परिणामतः भारत सरकार, श्रम विभाग द्वारा अपनी प्रासांगिक अधिसूचना दि. 21.04.2016 क जरिये सम्प्रेषित निर्देश/विवाद को इसी अनुरूप उत्तरित किया जाता है कि प्रार्थी श्रमिक देवलाल गुर्जर अपनी साक्ष्य से यह सिद्ध कर पाने में असफल रहा है कि उसने अप्रार्थी प्रबंधक, बैंक ऑफ बड़ौदा, शाखा नमाना, जिला बूंदी के यहां उसके द्वारा वर्णित सेवा समाप्ति दिनांक 31.10.2013 से ठीक पूर्व के एक कलैण्डर वर्ष, अर्थात् 12 कलैण्डर माह में निरन्तर 240 दिन कार्य किया है ऐसी स्थिति में प्रार्थी श्रमिक, अप्रार्थीगण नियोजक से किसी प्रकार का कोई अनुतोष प्राप्त करने के अधिकारी नहीं है।

(संदीप कुमार शर्मा)

न्यायाधीश

औद्योगिक न्यायाधिकरण (केन्द्रीय), कोटा (राज.)

अधिनिर्णय आज दिनांक 04.06.2025 को खुले न्यायाधिकरण में सुनाया जाकर हस्ताक्षरित किया गया जिसे नियमानुसार समुचित सरकार को प्रकाशनार्थ भिजवाया जावे।

(संदीप कुमार शर्मा)

न्यायाधीश

औद्योगिक न्यायाधिकरण (केन्द्रीय), कोटा (राज.)