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सं. 40] नई दिल्ली, अक्टूबर 12—अक्टूबर 18, 2025, शनिवार/आश्विन 20—आश्विन 26, 1947
No. 40] NEW DELHI, OCTOBER 12—OCTOBER 18, 2025, SATURDAY/ASVINA 20—ASVINA 26, 1947

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

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

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

विदेश मंत्रालय
(प्रवासी रोजगार एवं उत्प्रवासी महासंरक्षक प्रभाग)
नई दिल्ली, 13 अक्टूबर, 2025

का.आ. 1783.—सूचना प्रौद्योगिकी (मध्यस्थों और डिजिटल मीडिया आचार संहिता के लिए दिशानिर्देश) नियमावली, 2021 के नियम 3 के उप-नियम (1) के खंड (घ) के साथ पठित सूचना प्रौद्योगिकी अधिनियम, 2000 (2000 का 21) की धारा 79 की उप-धारा (3) के खंड (ख) के अनुसरण में, केंद्र सरकार एतद्वारा विदेश मंत्रालय के प्रवासी रोजगार एवं उत्प्रवासी महासंरक्षक प्रभाग में अवर सचिव (नीति) को प्रवासी रोजगार से संबंधित मामलों पर गैरकानूनी जानकारी के संबंध में मध्यस्थों को नोटिस जारी करने के लिए नोडल अधिकारी के रूप में नामित करती है।

[फा. सं. जेड-385/05/2025-एलपीएंडजी]

सुरिंदर भगत, संयुक्त सचिव एवं उत्प्रवासी महासंरक्षक

MINISTRY OF EXTERNAL AFFAIRS**(Overseas Employment and Protector General of Emigrants Division)**

New Delhi, the 13th October, 2025

S.O. 1783.—In pursuance of clause (b) of sub section (3) of section 79 of the Information Technology Act, 2000 (21 of 2000) read with clause (d) of sub-rule (1) of rule 3 of the Information Technology (Guidelines for Intermediaries and Digital Media Ethics Code) Rules, 2021, the Central Government hereby designates Under Secretary (Policy) in the Overseas Employment & Protector General of Emigrants Division, Ministry of External Affairs as the nodal officer for issuing take down notices to the intermediaries in respect to unlawful information on matters pertaining to overseas employment.

[F. No. Z-385/05/2025-LP&G]

SURINDER BHAGAT, Jt. Secy. & Protector General of Emigrants

(सी.पी.वी. प्रभाग)

नई दिल्ली, 15 अक्टूबर, 2025

का.आ. 1784.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, केंद्र सरकार, अक्टूबर 15, 2025 से कांसुलर सेवाएं के निर्वहन करने के लिए विदेश में भारतीय मिशन/पोस्टों में सहायक कांसुलर अधिकारियों के रूप में इस मंत्रालय के नीचे उल्लिखित अधिकारियों की नियुक्ति करता है:

क्रम सं.	अधिकारी का नाम और पद	मिशन / पोस्ट जिसमें सहायक कांसुलर अधिकारी के रूप में नियुक्त किया गया है
1	श्री राधे किशुन, सहायक अनुभाग अधिकारी	भारत के प्रधान कौंसलावास, दुबई
2	श्री शाह हर्ष गोविंदभाई, सहायक अनुभाग अधिकारी	भारतीय दूतावास, कुवैत
3	श्रीमती कोमल मीना, सहायक अनुभाग अधिकारी	
4	श्री अश्विनी, कनिष्ठ सचिवालय सहायक	
5	श्री मितन सूत्रधर, सहायक अनुभाग अधिकारी	भारतीय दूतावास, असुनसियन
6	श्री दिवाकर शर्मा, सहायक अनुभाग अधिकारी	भारतीय दूतावास, उलानबातर

[फा. सं. टी. 4330/01/2025(37)]

नबा कुमार पाल, निदेशक (सीपीवी)

(CPV Division)

New Delhi, the 15th October, 2025

S.O. 1784.—Statutory Order in pursuance of clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1048), the Central Government hereby appoints the below mentioned officials of this Ministry, as Assistant Consular Officers in Indian Missions/Posts abroad to perform Consular services with effect from October 15, 2025:

S. No	Name & Rank of the Officer	Mission/Post wherein appointed as Assistant Consular Officer
1	Mr. Radhe Kishun, Assistant Section Officer	Consulate General of India, Dubai
2	Mr. Shah Harsh Govindbhai, Assistant Section Officer	Embassy of India, Kuwait
3	Smt. Komal Meena, Assistant Section Officer	
4	Mr. Ashwani, Junior Secretariat Assistant	
5	Mr. Mitran Sutradhar, Assistant Section Officer	Embassy of India, Asuncion
6	Mr. Diwakar Sharma, Assistant Section Officer	Embassy of India, Ulaanbaatar

[F. No. T.4330/01/2025 (37)]

NABA KUMAR PAL, Director (CPV)

कोयला मंत्रालय

નર્દિ દિલ્લી, 9 અક્તૂબર, 2025

का.आ. 1785.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उपधारा (1) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. 531(अ), तारीख 30 जनवरी, 2025 जो भारत के राजपत्र, असाधारण, भाग 2, खंड 3, उपखंड (ii), तारीख 30 जनवरी, 2025 में प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट 861.701 हेक्टर (लगभग) या 2129.27 एकड़ (लगभग) भूमि और ऐसी भूमि में या उस पर के सभी अधिकारों का अर्जन करने के अपने आशय की सूचना दी थी;

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

और केन्द्रीय सरकार का, पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और छत्तीसगढ़ सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 861.701 हेक्टर (लगभग) या 2129.27 एकड़ (लगभग) माप वाली भूमि में या उस पर के सभी अधिकार अर्जित किए जाने चाहिए;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इससे संलग्न अनुसूची में वर्णित 861.701 हेक्टर (लगभग) या 2129.27 एकड़ (लगभग) माप वाली भूमि में या उस पर के सभी अधिकार अर्जित किए जाते हैं;

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक धारक संख्या एसईसीएल/बीएसपी/जीएम(एल एंड आर)/भूमि/22, तारीख 24 जुलाई 2025 का निरीक्षण कलेक्टर जिला कोरबा (छत्तीसगढ़) के कार्यालय में या कोयला नियंत्रक, कोयला नियंत्रक का संगठन, कोयला मंत्रालय, स्कोप मीनार, 5वीं मंजिल, कोर II, लक्ष्मी नगर, नई दिल्ली 110092 के कार्यालय में या साउथ ईस्टर्न कोलफिल्ड्स लिमिटेड, (राजस्व अनुभाग) सीपत रोड, बिलासपुर 495006, छत्तीसगढ़ के कार्यालय में किया जा सकता है।

અનુસૂચી

भिलाई ब्लॉक तथा भिलाई बाजार एवं सलोरा ब्लॉक

गेवरा क्षेत्र, कोरबा कोलफील्ड्स,

जिला कोरबा, छत्तीसगढ़

रेखांक धारक संख्या एसईसीएल/बीएसपी/जीएम(एल एंड आर)/भूमि/22 तारीख 24 जुलाई 2025]

સમી અધિકાર:

क. राजस्व भूमि:

क्रम सं.	ग्राम/मौजा का नाम	ग्राम संख्या	पटवारी हल्का संख्या/जमाबंदी खाताबही संख्या	तहसील	जिला	कुल भूमि (हेक्टेयर में)	टिप्पणी
1.	रलिया (भाग)	5503250	00051	दीपका	कोरबा	386.766	इस अधिग्रहण में संपूर्ण ग्राम आता है
2.	मुडियानार	5503239	00053	दीपका	कोरबा	87.896	संपूर्ण ग्राम पर विचार किया जा रहा है
3.	भिलाई बाजार (भाग)	5503238	00053	दीपका	कोरबा	364.741	इस अधिग्रहण में संपूर्ण ग्राम आता है
कुल						839.403	

ख राजस्व वन भूमि:

क्रम संख्या	ग्राम/ मौजा का नाम	ग्राम/मौजा संख्या	पटवारी हल्का/जमाबंदी खातावही संख्या	तहसील/पुलिस थाना	जिला	कुल भूमि (हेक्टेयर में)	टिप्पणी
1.	रलिया (भाग)	5503250	00051	दीपका	कोरबा	22.298	इस अधिग्रहण में संपूर्ण ग्राम आता है
कुल						22.298	

कुल योग (क+ख): 861.701 हेक्टर (लगभग) या 2129.27 एकड़ (लगभग)।

1. ग्राम रलिया (भाग) में अर्जित किए जाने वाले प्लॉट संख्या: 14(भाग), 16/1(भाग), 16/6(भाग), 17, 32/1(भाग), 34/1 से 34/11 सभी भाग, 38/1(भाग), 38/2(भाग), 38/7 से 193 सभी भाग, 214 से 219 सभी प्लॉट, 228 से 230 सभी प्लॉट, 231/1(भाग), 231/2, 231/3, 232/1, 232/2, 236 से 1001 सभी प्लॉट।
2. ग्राम मुडियानार में अर्जित किए जाने वाले प्लॉट संख्या: 1 से 326।
3. ग्राम भिलाई बाज़ार(भाग) में अर्जित किए जाने वाले प्लॉट संख्या: 20(भाग), 72 (भाग), 79/4(भाग), 84 (भाग), 85 से 105, 114 (भाग), 116 से 194, 195 (भाग), 204, 205, 223 से 239, 273 से 1511।

आशयित प्रस्ताव रलिया, भिलाईबाजार और मुडियानार ग्रामों के सम्पूर्ण अर्जन के लिए है; इसलिए, यदि यदि क्रम संख्या 1, 2 और 3 के अधीन कोई प्लॉट संख्या अंकित नहीं है तो उसे सभी व्यावहारिक प्रयोजनों के लिए रेखांक धारक संख्या एसईसीएल/बीएसपी/जीएम(एल एंड आर)/भूमि/22 तारीख 24 जुलाई 2025 में दर्शित के अनुसार धारा 9 की उपधारा (1) के अधीन अधिग्रहित माना जाएगा।

सीमा वर्णन:

अ-ब: रेखा बिन्दु 'अ' (ग्राम अमगाँव, रलिया एवं सरईसिंगार का मिलान बिन्दु) से शुरू होकर प्रारंभ में अधिग्रहीत ग्राम रलिया की दक्षिणी सीमा रेखा के अनुदिश चलती है, तदोपरांत ग्राम रलिया और भिलाईबाजार की उभय ग्राम सीमा रेखा पर चलकर बिन्दु 'ब' (ग्राम भिलाईबाजार, मुडियानार एवं पूर्व अधिग्रहित रलिया(भाग) का मिलान बिन्दु) तक पहुंचती है।

ब-स: रेखा बिन्दु 'ब' (ग्राम भिलाईबाजार, मुडियानार एवं पूर्व अधिग्रहित रलिया(भाग) का मिलान बिन्दु) से शुरू होती है। तदोपरांत ग्राम भिलाईबाजार एवं मुडियानार की उभय सीमा पर चलती हुई बिन्दु 'स' (अधिग्रहित ग्राम भिलाईबाजार अनाधिग्रहित भिलाईबाजार एवं मुडियानार के मिलान बिन्दु) तक पहुंचती है।

स-द: रेखा बिन्दु 'स' (अधिग्रहित ग्राम भिलाईबाजार अनाधिग्रहित भिलाईबाजार एवं मुडियानार के मिलान बिन्दु) से शुरू होती है, तदोपरांत ग्राम भिलाईबाजार के दक्षिणी सीमा के अनुदिश चलती हुई ग्राम बाहनपाठ और भिलाईबाजार की उभय सीमा पर चलती है। तदोपरांत पुनः पूर्व अधिग्रहित ग्राम भिलाईबाजार की दक्षिणी सीमा पर चलती हुई ग्राम भठोरा एवं भिलाईबाजार की उभय सीमा में चलकर बिन्दु 'द' (ग्राम भठोरा, बरभांठा एवं भिलाईबाजार के मिलान बिन्दु) तक पहुंचती है।

द-ई: रेखा बिन्दु 'द' (ग्राम भठोरा, बरभांठा एवं भिलाईबाजार के मिलान बिन्दु) से शुरू होकर ग्राम बरभांठा एवं भिलाईबाजार की उभय सीमा पर चलती हुई बिन्दु 'ई' (ग्राम बरभांठा, केसला और भिलाईबाजार के मिलान बिन्दु) तक पहुंचती है।

ई-फ: रेखा बिन्दु 'ई' (ग्राम बरभांठा, केसला और भिलाईबाजार के मिलान बिन्दु) से शुरू होकर ग्राम भिलाईबाजार एवं केसला की उभय ग्राम सीमा पर चलती हुई बिन्दु 'फ' (ग्राम केसला, भिलाईबाजार एवं महुआडीह के मिलान बिन्दु) तक पहुंचती है।

फ-ग: रेखा बिन्दु 'फ' (ग्राम केसला, भिलाईबाजार एवं महुआडीह के मिलान बिन्दु) से शुरू होकर ग्राम महुआडीह और भिलाईबाजार की उभय ग्राम सीमा पर चलती हुई बिन्दु 'ग' (ग्राम भिलाईबाजार, महुआडीह और दर्री के मिलान बिन्दु) तक पहुंचती है।

ग-च: रेखा बिन्दु 'ग' (ग्राम भिलाईबाजार, महुआडीह और दर्री के मिलान बिन्दु) से शुरू होकर ग्राम भिलाईबाजार एवं दर्री की उभय सीमा रेखा पर चलती हुई बिन्दु 'च' (ग्राम भिलाईबाजार(अनाधिग्रहित), दर्री और छिन्दपुर के मिलान बिन्दु) पर पहुंचती है।

च-छ: रेखा बिन्दु 'च' (ग्राम भिलाईबाजार(अनाधिग्रहित), दर्री और छिन्दपुर के मिलान बिन्दु) से शुरू होकर ग्राम छिन्दपुर एवं भिलाईबाजार(अनाधिग्रहित) उभय सीमा रेखा पर चलती हुई बिन्दु 'छ' (ग्राम भिलाईबाजार(अनाधिग्रहित) मुडियानार एवं छिन्दपुर के मिलान बिन्दु) तक पहुंचती है।

छ-ज: रेखा बिन्दु 'छ' (ग्राम भिलाईबाजार(अनाधिग्रहित) मुडियानार एवं छिन्दपुर के मिलान बिन्दु) से शुरू होकर ग्राम छिन्दपुर एवं मुडियानार की उभय सीमा रेखा पर चलती हुई बिन्दु 'ज' (ग्राम रलिया, मुडियानार एवं छिन्दपुर के मिलान बिन्दु) पर पहुंचती है।

ज-क: रेखा बिन्दु 'ज' (ग्राम रलिया, मुडियानार एवं छिन्दपुर के मिलान बिन्दु) से शुरू होकर ग्राम रलिया एवं छिन्दपुर की उभय सीमा रेखा पर चलती हुई बिन्दु 'क' (ग्राम छिन्दपुर, रलिया एवं मुढाली के मिलान बिन्दु)

क-ल: रेखा बिन्दु 'क' (ग्राम छिन्दपुर, रलिया एवं मुढाली के मिलान बिन्दु) से शुरू होकर ग्राम रलिया और मुढाली के उभय सीमा रेखा पर चलती हुई बिन्दु 'ल' (ग्राम रलिया, मुढाली एवं नवापारा के मिलान बिन्दु) तक पहुंचती है।

ल-म: रेखा बिन्दु 'ल' (ग्राम रलिया, मुढाली एवं नवापारा के मिलान बिन्दु) से शुरू होकर ग्राम रलिया और नवापारा के उभय सीमा रेखा पर चलती हुई बिन्दु 'म' (ग्राम रलिया, नवापारा एवं कटकीडबरी के मिलान बिन्दु) तक पहुंचती है।

म-न: रेखा बिन्दु 'म' (ग्राम रलिया, नवापारा एवं कटकीडबरी के मिलान बिन्दु) से शुरू होकर ग्राम रलिया एवं कटकीडबरी की उभय सीमा रेखा पर चलती हुई बिन्दु 'न' (ग्राम रलिया, कटकीडबरी एवं सरईसिंगार के मिलान बिन्दु) तक पहुंचती है।

न-अ: रेखा बिन्दु 'न' (ग्राम रलिया, कटकीडबरी एवं सरईसिंगार के मिलान बिन्दु) से शुरू होकर ग्राम रलिया और सरईसिंगार के उभय सीमा रेखा पर चलती हुई प्रारंभिक बिन्दु 'अ' (ग्राम अमगाँव, रलिया एवं सरईसिंगार का मिलान बिन्दु) तक पहुंचती है।

[फा. सं. 43015/1/2024एलएआईआर]

दर्शन कुमार सोलंकी, निदेशक

MINISTRY OF COAL

New Delhi, the 9th October, 2025

S.O. 1785.—Whereas by the notification of the Government of India in the Ministry of Coal, number S.O. 531 (E) dated the 30th January, 2025, issued under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (ii), dated the 30th January, 2025, the Central Government gave notice of its intention to acquire 861.701 hectares (approximately) or 2129.27 acres (approximately) land and all rights in or over such land specified in the Schedule appended to that notification;

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

And whereas the Central Government, after considering the aforesaid report and after consulting the Government of Chhattisgarh, is satisfied that the land measuring 861.701 hectares (approximately) or 2129.27 acres (approximately) and all rights in or over such land as described in the Schedule appended hereto, should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that the land measuring 861.701 hectares (approximately) or 2129.27 acres (approximately) and all rights in or over such land as described in the said Schedule are hereby acquired.

The Plan bearing No: SECL/BSP/GM(L&R)/Land/22, dated the 24th July, 2025 of the area covered by this notification may be inspected in the Office of the Collector, District Korba (Chhattisgarh) or in the office of the Coal Controller, Coal Controller's Organisation, Ministry of Coal, Scope Minar, 5th floor, Core-II, Laxmi Nagar Delhi 110092 or in the office of the South Eastern Coalfield Limited (Revenue Section) Seepat Road. Bilaspur 495006, Chhattisgarh.

SCHEDULE

Bhilai Block & Bhilai Bazar and Salora block,

Gevra Area, Korba Coalfield,

District Korba, Chhattisgarh

[Plan bearing number SECL/BSP/GM(L&R)/LAND/22, dated the 24th July, 2025]

All Rights:

A. Revenue Land:

Serial Number	Name of Mouja/ village*	Village Number	Patwari halka/Jamabandi Ledger Number*	Tahsil/Police Station	District	Total (in hectares)	Remarks
1.	Ralia (Part)	5503250	00051	Dipka	Korba	386.766	This acquisition covers entire village
2.	Mudiyanar	5503239	00053	Dipka	Korba	87.896	The entire village is being considered
3.	Bhilai Bazar (Part)	5503238	00053	Dipka	Korba	364.741	This acquisition covers entire village
Total						839.403	

B. Revenue Forest Land:

Serial Number	Name of Mouja/ village*	Village Number	Patwari halka/Jamabandi Ledger Number*	Tahsil/Police Station	District	Total (in hectares)	Remarks
1.	Ralia (Part)	5503250	00051	Dipka	Korba	22.298	This acquisition covers entire village
Total						22.298	

Total (A) + (B) = 839.403 + 22.298 = 861.701 hectares (approximately) or 2129.27 acres (approximately).

- Plot numbers to be acquired in village Ralia: - 14P, 16/1P, 16/6P, 17, 32/1P, 34/1 to 34/11 all parts, 38/1P, 38/2P, 38/7 to 193 all parts, 214 to 219 all plots, 228 to 230 all plots, 231/1P, 231/2, 231/3, 232/1, 232/2 and 236 to 1001 all plots.

2. Plot numbers to be acquired in village Mudiyanar: From khasara no. 1 to 326.
3. Plot numbers to be acquired in village Bhilai Bazar: 20 Part, 72 Part, 79/4,84 Part, 85 to 105, 114 Part, 116 to 194, 195 Part, 204, 205, 223 to 239 and 273 to 1511.

The instant proposal is meant for entire acquisition of villages Ralia, Bhilaibazar and Mudianar; therefore, if any plot number is still not mentioned under serial number 1, 2 and 3 than it will be deemed to be acquired under sub-section (1) of section 9 as indicated in Plan No. SECL/BSP/GM(L&R)/Land/22 dated the 24th July 2025 for all practical purposes.

Boundary description:

A-B: Line Starts from point 'A' (Trijunction point of villages Amgaon, Ralia & Saraisingar) and passes over the earlier acquired southern boundary of village Ralia, further runs over the common boundary of villages Ralia & Bhilaibazar and finally reaches up to point 'B' (Trijunction point of villages Bhilaibazar, Mudianar and Ralia acquired part).

B-C: Line Starts from point 'B' (Trijunction point of villages Bhilaibazar, Mudianar & Ralia acquired part) further runs over the common boundary of village Mudianar and Bhilaibazar, and finally reaches upto the point 'C' (Trijunction point of acquired Bhilaibazar, non-acquired Bhilaibazar and Mudianar).

C-D: Line Starts from point 'C' (Trijunction point of acquired Bhilaibazar, non-acquired Bhilaibazar and Mudianar) and further runs over the southern acquired boundary of Bhilaibazar, then common boundary of Bahanpath and Bhilaibazar and further runs over the southern acquired boundary of Bhilaibazar after that runs over the common boundary of Bhathora and Bhilaibazar and finally reaches up to point 'D' (Trijunction point of village Bhathora, Bharbhata, and Bhilaibazar).

D-E: Line Starts from point 'D' (Trijunction point of village Bhathora, Bharbhata, and Bhilaibazar); further runs over the common boundary of villages Bharbhata, and Bhilaibazar and finally reaches up to point 'E' (Trijunction point of villages Bharbhata, Kesla, and Bhilaibazar.).

E-F: Line Starts from point 'E' (Trijunction point of villages Bharbhata, Kesla, and Bhilaibazar); further runs over the common boundary of villages Kesla and Bhilaibazar and finally reaches up to point 'F' (Trijunction point of villages Kesla, Bhilaibazar and Mauhadih).

F-G: Line Starts from point 'F' (Trijunction point of villages Kesla, Bhilaibazar and Mauhadih) further runs over the common boundary of Bhilaibazar and Mauhadih and finally reaches up to point 'G' (Trijunction point of villages Bhilaibazar, Mauhadih and Darri).

G-H: Line Starts from point 'G' (Trijunction point of village Bhilaibazar, Mauhadih and Darri). further runs over the common boundary of villages Bhilaibazar and Darri and finally reaches up to the point 'H' (Trijunction point of village Bhilaibazar, Darri and Chhindpur).

H-I: Line Starts from point 'H' (Trijunction point of village Bhilaibazar, Darri and Chhindpur) and runs over the common boundary of village Chhindpur and Bhilaibazar(Unacquired) and finally reaches upto the point 'I' (Trijunction point of village Bhilaibazar (Unacquired) Mudianar and Chhindpur).

I-J: Line Starts from point 'I' (Trijunction point of village Bhilaibazar(Unacquired) Mudianaar and Chhindpur) and runs over the common boundary of villages Chhindpur and Mudianaar and finally reaches upto the point 'J' (Trijunction point of village Ralia (Unacquired) Mudianar and Chhindpur).

J-K: Line Starts from point 'J' (Trijunction point of village Ralia (Unacquired) Mudianar and Chhindpur) and runs over the common boundary of village Ralia and Chhindpur and finally upto the point 'K' (Trijunction point of village Chhindpur, Ralia and Mudali)

K-L: Line Starts from point 'K' (Trijunction point of village Chhindpur, Ralia and Mudali). and runs over the common boundary of village Ralia and Mudali and finally reaches upto the point 'L' (Trijunction point of village Ralia, Mudali and Nawapara).

L-M: Line Starts from point 'L' (Trijunction point of village Ralia, Mudali and Nawapara) and runs over the common boundary of village Ralia and Nawapara and finally reaches upto the point 'M' (Trijunction point of village Ralia, Nawapara and Katkidabri).

M-N: Line Starts from point 'M' (Trijunction point of village Ralia, Nawapara and Katkidabri) and runs over the common boundary of village Ralia and Katkidabri and finally reaches upto the point 'N' (Trijunction point of village Ralia, Katkidabri and Saraisingar).

N-A: Line Starts from point 'N' (Trijunction point of village Ralia, Katkidabri and Saraisingar) and runs over the common boundary of village Ralia and Saraisingar and finally reaches upto the initial point 'A' (Trijunction point of village Amgaon, Ralia and Saraisingar).

[F. No. 43015/1/2024-LAIR]

DARSHAN KUMAR SOLANKI, Director

नई दिल्ली, 15 अक्टूबर, 2025

का.आ. 1786.—केंद्रीय सरकार, कोयला धारक क्षेत्र (अर्जन एवं विकास) अधिनियम, 1957 (1957 का 20) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के प्रयोजनों के लिए उक्त अनुसूची के स्तम्भ (3) में यथानिर्दिष्ट, मैसर्स. तमिलनाडु पावर जनरेशन कॉर्पोरेशन लिमिटेड, रजिस्ट्रीकृत कार्यालय नदिप्पिसाई पुलावर के.आर. रामासामी मालिगाई, 144, अन्ना सलाई, चेन्नई 600002, तमिलनाडु के अधिकार क्षेत्र के अंतर्गत आने वाले स्तम्भ (5) में निर्दिष्ट कृत्यों के सम्बन्ध में और उसके स्तम्भ (4) में तत्स्थानी प्रविष्टि में उक्त सक्षम प्राधिकारियों के विरुद्ध यथानिर्दिष्ट धाराओं के उपबंधों के लिए सक्षम प्राधिकारी होने के लिए नीचे दी गई अनुसूची के स्तम्भ (2) में विनिर्दिष्ट अधिकारियों को नियुक्त करती है।

अनुसूची

क्रम संख्या	सक्षम प्राधिकारी के रूप में नियुक्त व्यक्ति का पदनाम	आधिकारिक पता	अधिनियम की धारा	सक्षम प्राधिकारी के कृत्य
(1)	(2)	(3)	(4)	(5)
1	1.अध्यक्ष, टीएनपीजीसीएल 2.प्रबंध निदेशक, टीएनपीजीसीएल 3.निदेशक तकनीकी, टीएनपीजीसीएल 4.मुख्य अभियंता यांत्रिकी कोयला 5.अधीक्षण अभियन्ता खदान एवं कोयला गुणवत्ता आश्वासन 6.अधिशासी अभियन्ता खदान 7.अधिशासी अभियन्ता लिंकेज	मैसर्स. तमिलनाडु पावर जनरेशन कॉर्पोरेशन लिमिटेड रजिस्ट्रीकृत कार्यालय: नदिप्पिसाई पुलावर के.आर. रामासामी मल्लिगाई, 144, अन्ना सलाई, चेन्नई 600002, तमिलनाडु पत्राचार के लिए पता: दूसरी मंजिल, नदिप्पिसाई पुलावर के.आर. रामासामी मल्लिगाई, 144, अन्ना सलाई, चेन्नई 600002, तमिलनाडु	धारा 4 की उप-धारा (3) :	क. संभावित कोयले के लिए भूमि का अधिग्रहण और सर्वेक्षण करना : ख. उप-मृदा को खोदना या बोर करना ग. भूमि के अन्दर कोयले की संभावना का पता लगाने के लिए सभी आवश्यक कदम उठाना घ. भूमि की सीमाओं को निर्धारित करना जिसमें पूर्वोक्त कार्य प्रस्तावित है ङ. चिह्न लगाकर ऐसी सीमाओं और रेखाओं को चिह्नित करना और च. जहाँ पर सर्वेक्षण समाप्त नहीं किया जा सकता और सीमाओं एवं रेखाओं को चिह्नित नहीं किया जा सकता, वहाँ पर खड़ी फसल के किसी भाग को काटकर साफ़ करना और जंगल की बाड़ को हटा देना।
2	1.अध्यक्ष, टीएनपीजीसीएल 2.प्रबंध निदेशक, टीएनपीजीसीएल 3.निदेशक तकनीकी, टीएनपीजीसीएल 4.मुख्य अभियंता यांत्रिकी कोयला 5.अधीक्षण अभियन्ता खदान एवं कोयला गुणवत्ता आश्वासन	मैसर्स. तमिलनाडु पावर जनरेशन कॉर्पोरेशन लिमिटेड रजिस्ट्रीकृत कार्यालय: नदिप्पिसाई पुलावर के.आर. रामासामी मल्लिगाई, 144, अन्ना सलाई, चेन्नई 600002, तमिलनाडु	धारा 6:	होने वाली संभावित क्षति के लिए क्षतिपूर्ति का भुगतान और केंद्रीय सरकार के लिए विवाद का सन्दर्भ

	6.अधिशायी अभियन्ता खदान 7.अधिशायी अभियन्ता लिंकेज	पत्राचार के लिए पता: दूसरी मंजिल, नदिप्पिसाई पुलावर के.आर. रामासामी मल्लिगाई, 144, अन्ना सलाई, चेन्नई 600002, तमिलनाडु		
3.	कोयला नियंत्रक	कोयला नियंत्रक का कार्यालय, स्कोप मीनार, 5वीं मंजिल, कोर-2, लक्ष्मी नगर, दिल्ली 110092	धारा 8 की उप-धारा (2)	अधिग्रहण के विरुद्ध आपत्तियों की सुनवाई और केंद्रीय सरकार को इसकी रिपोर्ट प्रस्तुत करना
4.	1.अध्यक्ष, टीएनपीजीसीएल 2.प्रबंध निदेशक, टीएनपीजीसीएल 3.निदेशक तकनीकी, टीएनपीजीसीएल 4.मुख्य अभियन्ता यांत्रिकी कोयला 5.अधीक्षण अभियन्ता खदान एवं कोयला गुणवत्ता आश्वासन 6.अधिशायी अभियन्ता खदान 7.अधिशायी अभियन्ता लिंकेज	मैसर्स तमिलनाडु पॉवर जनरेशन कॉर्पोरेशन लिमिटेड रजिस्ट्रीकृत कार्यालय: नदिप्पिसाई पुलावर के.आर. रामासामी मल्लिगाई, 144, अन्ना सलाई, चेन्नई 600002, तमिलनाडु पत्राचार के लिए पता दूसरी मंजिल, नदिप्पिसाई पुलावर के.आर. रामासामी मल्लिगाई, 144, अन्ना सलाई, चेन्नई 600002, तमिलनाडु	धारा 12 धारा 13 की उप-धारा (5) और (5क) धारा 13 की उप-धारा (6) धारा 14 की उप-धारा (1) धारा 14 की उप-धारा (4) धारा 16 धारा 17 धारा 19 धारा 20 की उप-धारा (3) धारा 21	भूमि पर दखल/ कब्जा को छोड़ देने और उस पर दखल/ कब्जा लेने के लिए सम्बंधित व्यक्तियों को नोटिस देना भूमि की क्षतिपूर्ति, पुनर्वास और पुनर्स्थापन के लाभों का निर्धारण अधिनियम में कहीं भी प्रदान नहीं की गयी क्षतियों के लिए क्षतिपूर्ति का भुगतान अनुबंध द्वारा निर्धारित क्षतिपूर्ति का भुगतान क्षतिपूर्ति से सम्बंधित अधिकरण के समक्ष बयान अधिकरण के निर्णय पर ब्याज का भुगतान क्षतिपूर्ति का भुगतान केंद्रीय सरकार द्वारा प्रदत्त शक्तियों और कर्तव्यों का प्रयोग करना केंद्रीय सरकार द्वारा अपील की सुनवाई के दौरान रिपोर्ट देना और इसके क्रम/ आदेश का पता लगाना जानकारी प्राप्त करने के लिए शक्तियाँ
5	1.अध्यक्ष, टीएनपीजीसीएल 2.प्रबंध निदेशक, टीएनपीजीसीएल 3.निदेशक तकनीकी, टीएनपीजीसीएल 4.मुख्य अभियन्ता यांत्रिकी कोयला 5.अधीक्षण अभियन्ता खदान एवं कोयला गुणवत्ता आश्वासन	मैसर्स तमिलनाडु पॉवर जनरेशन कॉर्पोरेशन लिमिटेड रजिस्ट्रीकृत कार्यालय: नदिप्पिसाई पुलावर के.आर. रामासामी मल्लिगाई, 144, अन्ना सलाई, चेन्नई 600002, तमिलनाडु पत्राचार के लिए पता	धारा 22	किसी भी संपत्ति में प्रवेश और निरीक्षण की शक्ति

6.अधिशायी अभियन्ता खदान 7.अधिशायी अभियन्ता लिंकेज	दूसरी मंजिल, नदिप्पिसाई पुलावर के.आर. रामासामी मल्लिगाई, 144, अन्ना सलाई, चेन्नई 600002 तमिलनाडु		
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[फा. सं. 43015/8/2025-एलएआईआर]

दर्शन कुमार सोलंकी, निदेशक

New Delhi, the 15th October, 2025

S.O. 1786.—In exercise of the powers conferred by section 3 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby appoints the officers specified in column (2) of the Schedule below to be the competent authorities for the purpose of the said Act and for the provisions of sections as specified against the said competent authorities in the corresponding entry in columns (4) in respect of the functions specified in the column (5) falling within the jurisdiction of M/s. Tamil Nadu Power Generation Corporation Limited Registered Office Nadippisai Pulavar K.R. Ramasamy Maaligai, 144, Anna Salai, Chennai 600002, Tamil Nadu as specified in column (3) of the said Schedule.

SCHEDULE

Serial Number	Designation of person appointed as competent authority	Official address	Section of the Act	Functions of the competent authority
(1)	(2)	(3)	(4)	(5)
1	1.Chairman, TNPGL 2.Managing Director, TNPGL 3. Director Technical, TNPGL 4.Chief Engineer Mechanical Coal 5.Superintending Engineer Mines and Coal Quality Assurance 6.Executive Engineer Mines 7.Executive Engineer Linkage	M/s. Tamil Nadu Power Generation Corporation Limited Registered Office: Nadippisai Pulavar K.R. Ramasamy Maaligai, 144, Anna Salai, Chennai 600002 Tamil Nadu Address for correspondences: 2 nd Floor, Nadippisai Pulavar K.R. Ramasamy Maaligai, 144, Anna Salai, Chennai 600002 Tamil Nadu	Sub-section (3) of section 4	to enter upon and survey the land for prospecting coal; to dig or bore into the sub soil; to do all acts necessary to prospect for coal in the land; to set out boundaries of the land in which prospecting is proposed to be done; to mark such boundaries and line by placing marks; and where survey cannot be completed and the boundaries and the line marked, to cut down and clear away any part of standing crop, fence of jungle.
2	1.Chairman, TNPGL 2.Managing Director, TNPGL 3. Director Technical, TNPGL 4.Chief Engineer Mechanical Coal 5.Superintending Engineer Mines and Coal Quality Assurance 6.Executive Engineer Mines	M/s. Tamil Nadu Power Generation Corporation Limited Registered Office: Nadippisai Pulavar K.R. Ramasamy Maaligai,	Section 6	Payment of compensation on amount of damage likely to be caused and referring dispute to the Central Government.

	7.Executive Engineer Linkage	144, Anna Salai, Chennai 600002 Tamil Nadu Address for correspondences: 2 nd Floor, NPKRR Maaligai, 144, Anna Salai, Chennai 600002 Tamil Nadu		
3.	Coal Controller	Office of the Coal Controller, Scope Minar, 5 th Floor, core- 2, Laxmi Nagar, Delhi – 110092.	Sub-section (2) of section 8	Hearing of objections against acquisition and submitting of report to the Central Government.
4.	1.Chairman, TNPGL 2.Managing Director, TNPGL 3. Director Technical, TNPGL 4.Chief Engineer Mechanical Coal 5.Superintending Engineer Mines and Coal Quality Assurance 6.Executive Engineer Mines 7.Executive Engineer Linkage	M/s. Tamil Nadu Power Generation Corporation Limited (TNPGL) Registered Office: Nadippisai Pulavar K.R. Ramasamy Maaligai, 144, Anna Salai, Chennai 600002 Tamil Nadu Address for correspondences: 2 nd Floor, NPKRR Maaligai, 144, Anna Salai, Chennai 600002 Tamil Nadu	Section 12 Sub-section (5) and (5A) of section 13. Sub-section (6) of section 13. Sub-section (1) of section 14. Sub-section (4) of section 14. Section 16 Section 17 Section 19 Sub-section (3) of section 20	Notice to persons to surrender possession of land and take possession thereof. Determination of compensation of land and rehabilitation and resettlement benefits Payment of compensation for damages not provided elsewhere in the Act. Payment of compensation fixed by agreement. Statement before the Tribunal regarding compensation. Payment of interest on award of the Tribunal Payment of compensation. To exercise the powers and duties delegated by the Central Government. Giving the report during hearing of appeal by the Central Government and finding of its order.

			Section 21	Powers to obtain information
5	1.Chairman, TNPGL 2.Managing Director, TNPGL 3. Director Technical, TNPGL 4.Chief Engineer Mechanical Coal 5.Superintending Engineer Mines and Coal Quality Assurance 6.Executive Engineer Mines 7.Executive Engineer Linkage	M/s. Tamil Nadu Power Generation Corporation Limited Registered Office: Nadippisai Pulavar K.R. Ramasamy Maaligai, 144, Anna Salai, Chennai 600002 Tamil Nadu Address for correspondences: 2 nd Floor, Nadippisai Pulavar K.R. Ramasamy Maaligai, 144, Anna Salai, Chennai 600002, Tamil Nadu	Section 22	Power to enter and inspect any property

[F. No. 43015/8/2025-LAIR]

DARSHAN KUMAR SOLANKI, Director.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(खाद्य और सार्वजनिक वितरण विभाग)

नई दिल्ली, 6 अक्टूबर, 2025

का.आ. 1787.—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, क्षेत्रीय कार्यालय, गुवाहाटी
2.	भारतीय खाद्य निगम, मंडल कार्यालय, बोंगाईगांव
3.	भारतीय खाद्य निगम, मंडल कार्यालय, जोरहाट
4.	भारतीय खाद्य निगम, मंडल कार्यालय, इम्फाल

[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 6th October, 2025

S.O. 1787.—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, Regional Office, Guwahati
2.	Food Corporation of India, Divisional Office, Bongaigaon
3.	Food Corporation of India, Divisional Office, Jorhat
4.	Food Corporation of India, Divisional Office, Imphal

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

RAJENDER KUMAR, Jt. Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 23 जून, 2025

का.आ. 1788.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पूर्वोत्तर रेलवे के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (09/2004) प्रकाशित करती है।

[सं. एल – 41012/204/2003- आई आर (बी-1)]

सलोनी ,उप निदेशक

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 23rd June, 2025

S.O. 1788.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 09/2004) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow* as shown in the Annexure, in the industrial dispute between the management of Purvottar Railway and their workmen.

[No. L-41012/204/2003- IR (B-I)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE PRESIDING OFFICER

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT, LUCKNOW

I.D. No.09 of 2004

Reference No.L-41012/204/2003-IR (B-1) dated 2.1.2004

Waris Ali, S/o Rashid

R/o Gram & Post Bandah

Pandarikripal, District Gonda

..... Workman

Versus

1. Pravar Mandal Vidyut Abhiyanta
Purvottar Railway, DRM Office,
Ashok Marg, Hazratganj, Lucknow;
2. Mandal Karmik Adhikari,
Purvottar Railway, DRM Office,
Ashok Marg, Hazratganj, Lucknow

.....Respondents

Judgment

By means of Reference no. L-41012/204/2003-IR (B-1) dated 2.1.2004, the Central Government considered it desirable to refer the dispute for adjudication to the following effect:-

“क्या प्रबन्धन पूर्वोत्तर रेलवे, लखनऊ द्वारा कर्मकार श्री वारिस अली, खलासी पुत्र श्री राशिद, निवासी ग्राम व पोस्ट भंडहा पंडरीकृपाल, जिला गोण्डा को दिनांक 01.3.1999 से वरीयता अनुसार हेल्पर खलासी के पदोन्नति लाभ से वंचित रखा जाना तथा उससे कनिष्ठ कर्मकारों को उक्त सुविधा लाभ/पदोन्नति लाभ अनुमन्य कराया जाना न्यायोचित एवं वैधानिक है यदि नहीं ताक सम्बन्धित कर्मकार क्या हित लाभ पाने का अधिकारी है?

Initially in the present matter from the material on record it transpires that the Central Government, Ministry of Labour, vide its notification no.L-41012/101/09/IR(JU) dated 13.12.1989, referred the following dispute for adjudication to the Tribunal:-

“Whether Sr. Divisional Electrical Engineer NE Rly, Lucknow was justified in terminating the services of Shri Waris Ali, S/o Rashid Casual Labour w.e.f. 1.1.1986? If not what relief the workman concerned is entitled to?”

Accordingly an I.D. Case No.310 of 1999 (The General Secretary, NER, Shramik Sangh, Lucknow Versus The Sr. Electrical Divisional Engineer NER, Lucknow) was registered before Central Government Industrial Tribunal cum Labour Court, Kanpur.

In the said matter an award was passed on 29.2.1991, the concluding portion of which is reproduced below:-

“15. Here I would like to refer to the period of service alleged to have been rendered by the workman before 10.12.1983. In his cross examination, the management witness has deposed that he does not know whether the workman had worked prior to 10.12.1983. Accordingly to him the original casual labour card is with the workman. The chart of working days given by him in para-2 of his affidavit has been prepared by him from the copy of casual labour card available in his office. He admits that the copy of casual labour card contains entry from 16.9.82 to 25.12.82. He has, however, not admitted that authenticity of the entries. He admits that department made no attempt to verify those entries. According to him it was not possible to do so. To a further question he had said that the seal of the Station where he had worked is clear. No attempt has made to ascertain the name of the station and the authority with which the workman had worked from the workman.

16. If it were so how the management say that no approval was obtained while engaging him as casual labour on 16.9.82. In view of the above findings the action of the Sr. EDE, NER, Lucknow in terminating the services of Sri Waris Ali workman is held as unjustified. Consequently the workman is held entitled to reinstatement with full back wages.”

Theaerafter, Senior Divisional Electrical Engineer challenged the said award by filing an Original Application No.1169 of 1992 (Senior Divisional Electrical Engineer NER Lucknow Versus The General Secretary, N.E. Railway, Shramik Sangh, Lucknow & others) before Central Administrative Tribunal, Allahabad Bench, Allahabad. By means of order dated 15.9.1995, the Central Administrative Tribunal, Allahabad Bench, Allahabad dismissed the O.A. No.1169 of 1992. Operative portion reads as under:-

“7.The scope of judicial view of the orders passed by the Labour Courts in a dispute referred for adjudication to the Labour Tribunals is very limited. The Tribunal or Courts do not interfere with the order passed by the Industrial Tribunal cum Labour Court unless it is established that the same is perverse and not supported by material on the record. We have perused the impugned award and we find that the same is based on the evidence adduced on behalf of the parties and that no irregularity has been committed by the Tribunal in adjudicating the dispute referred to it.

8. In view of the discussions made above, we find no case for interfering with the award passed by the Industrial Tribunal cum Labour Court. This application is dismissed as devoid of merits. There will be no order as to costs.”

In view of the said factual background workman/applicant Sri Waris Ali raised the present an Industrial Dispute as per reference no. L-41012/204/2003-IR (B-1) dated 2.1.2004, as quoted above, for adjudication before this Tribunal.

Accordingly, as per reference the present I.D. Case No.09 of 2004 registered before this Tribunal.

On 14.7.2004 the claimant/workman filed the statement of claim stating, in brief, the same is as under:-

- The applicant had been engaged w.e.f. 16.9.1982 on the basis of work which he had performed prior to 1980. He continued worked till 1.1.1986. His services were retrenched w.e.f. 2.1.1986 against which the applicant raised industrial dispute in which an order was passed to the effect that he is entitled for reinstatement with full back wages.

- The above said order was challenged by the Employer before the Central Administrative Tribunal and the Central Administrative Tribunal maintained the order passed by the Industrial Tribunal. In pursuance thereto the applicant was reinstated in service on 24.5.1996 with effect from the date of termination i.e. 2.1.1986.
- Thereafter vide order dated 17.9.1997 the applicant was granted temporary status w.e.f. 30.8.1984 on the basis of his continuous service of 120 days in the four months from 2.5.1984 to 30.8.1984 and he was also paid the difference of salary in between the casual labour and temporary status.
- The applicant had been debarred for providing him the benefit of promotion on the basis of his temporary status w.e.f. 30.8.1984 in the panel of the year 1990-91 providing him seniority over his juniors.
- The persons junior to the applicant had already been provided the benefit of Khalasi and even by ignoring the seniority of applicant, the persons junior to him were also promoted as Helper Khalasi whereas the applicant have been denied even he is senior. The said action is discriminatory in nature.
- The applicant has been promoted as Khalasi w.e.f. 31.12.1997 whereas the persons junior to him i.e. Sri Madan Pratap Singh was given benefit w.e.f. 9.9.1997 and Sarvshri Bhanu Pratap Singh, Sanjay Kumar, Ramesh Chandra & Sudhir Kumar were given benefit w.e.f. 13.12.1997. Further Sarvshri Rashid Ali, Munna Lal Tiwari, Mahesh Prasad, Jainulabbin were promoted as Khalasi in the Electrical department w.e.f. 11.5.1999 and Sri Shivpal & Preetpal w.e.f. 18.2.1994, Sri Keshenath w.e.f. 12.10.1990. All these persons are junior to the applicant. The said action on the part of respondent is discriminatory in nature.
- The persons junior to the applicant i.e. Sanjay Bhattacharya, A.K. Upadhyay, B.B.Tiwari, Shiv Shanker, Ranvir Singh Azad, Mukhtarul Hasan have been promoted as Helper Khalasi vide order dated 30.9.1997 on the basis of examination.
- A seniority list has been issued mentioning the name of applicant at Serial no.4 finding the applicant as eligible for screening vide order dated 30.12.1997 in which the name of Sri Bhanu Pratap Singh is mentioned at Serial No.22 who is junior to the applicant whereas he has already been promoted.

On the basis of above said averments, the claimant/workman prayed that he may be given the promotional benefit on the post of Helper Khalasi w.e.f. 1.3.1999 as per priority and all other consequential benefits may kindly be paid to him.

Written statement had been filed on behalf of respondent stating, in brief, the plea as taken therein as under:-

- The applicant had worked as casual labour for 121 consecutive days from 2.5.1984 to 30.8.1984 as per the casual labour card and hence he was granted time scale w.e.f. 30.8.1984.
- The applicant was screened in pursuance to the letter of railway administrative dated 30.12.1997 at Serial No.4 and accordingly he was established at Sitapur vide order dated 26.1.1998. The seniority of the applicant had already been modified vide letter dated 1.11.2001.
- None of the persons junior to the applicant have been given promotion, hence, the applicant has also not been given the promotion.
- All the persons whose names have been disclosed by the applicant, are senior to the applicant and the person whose names are mentioned have different cadres on one hand and on the other the cadre of the applicant is different than those who were promoted.

Accordingly, the respondent prayed that in view of above said facts, the claim of the applicant is liable to be dismissed.

In spite of notice none appeared on behalf of parties.

I have carefully scrutinized the pleadings exchange between the parties and material documents available on record.

As per undisputed fact the workman Sri Waris Ali who was engaged as daily wage employee with the respondent on 16.9.1982. His services were retrenched on 1.1.1986, and as per reference dated 13.12.1989 (quoted hereinabove) the matter was referred for adjudication before the Central Government Industrial Tribunal cum Labour Court, Kanpur. On the said basis an I.D. Case No.310 of 1989 was registered.

On 29.2.1991 an award was passed by the CGIT, Kanpur holding that the workman was entitled for reinstatement with full back wages.

Award dated 29.2.1991 was challenged by the respondent by way of filing an O.A. No.1169 of 1992 before the Central Administrative Tribunal, Allahabad Bench, Allahabad and vide judgment and order dated 15.9.1995 the Central Administrative Tribunal upheld the award dated 29.2.1991.

Thus in view of the above said background the workman was engaged as daily wage with the respondent and he was given the benefits as per his entitlement under law by the respondents; he received the same without raising any objection, as raised in the present case.

Further, in the present case, the claimant has raised the grievance at a belated stage on the basis of present adjudication case i.e. reference dated 02.01.2014, keeping in view the above said facts, as such, he is not entitled for any relief as per the law as laid down by the Hon'ble Rajasthan High Court, Jaipur Bench, in the case of **M.D./Chief Manager, Jaipur Agar, Rajasthan State Road Transport Corp., Jaipur v. General Secretary, Rajasthan Transport Workers Organisation, Jaipur, 2024 (182) FLR 892**, in which it has been held as under:

"6. In the case at hand, the respondent-workman was appointed on the post of Driver vide order dated 17.12.1986. Accordingly, the benefit of first selection scale became due after nine years, sometime in 2004-2005. The same was not done and neither was the non-grant of the benefit at the time was challenged by the respondent-workman. The benefit of first selection scale was only granted vide order dated 06.04.2004. This deferment was also not challenged immediately and was only challenged for the first time in 2013. The first issue that is to be decided by this Court is what effect, if any, would this delay have on the merits of the case.

7. To decide the first issue, recourse may be taken to Hon'ble Supreme Court judgment of Mohan Lal (supra), the relevant portion of which is reproduced as under:

"19. We are clearly of the view that though the Limitation Act, 1963 is not applicable to the reference made under the ID Act but delay in raising industrial dispute is definitely an important circumstance which the Labour Court must keep in view at the time of exercise of discretion irrespective of whether or not such objection has been raised by the other side. The legal position laid down by this Court in *Gitam Singh [Asstt. Eng., Rajasthan Development Corpn. v. Gitam Singh]*, that before exercising its judicial discretion, the Labour Court has to keep in view all relevant factors including the mode and manner of appointment, nature of employment, length of service, of service, the ground on which termination has been set aside and the delay in raising industrial dispute before grant of relief in an industrial dispute, must be invariably followed.

20. Now, if the facts of the present case are seen, the position that emerges is this: the workman worked as a work-charged employee for a period from 1.11.1984 to 17.2.1986 (in all he worked for 286 days during his employment). The services of the workman were terminated with effect from 18.2.1986. The workman raised the industrial dispute in 1992 i.e. after 6 years of termination. The Labour Court did not keep in view admitted delay of 6 years in raising the industrial dispute by the workman. The judicial discretion exercised by the Labour Court is, thus, flawed and unsustainable. The Division Bench of the High Court was clearly in error in restoring the award of the Labour Court whereby reinstatement was granted to the workman. Though, the compensation awarded by the Single Judge was too low and needed to be enhanced by the Division Bench but surely reinstatement of the workman in the facts and circumstances is not the appropriate relief."

Further, the Hon'ble Supreme Court in *Sadhu Singh (supra)*, held as under:

"6. We shall at the outset deal with the issue of limitation. The respondent was retired compulsorily from service on 4.1.2003. Original Civil Suit No. 41 of 2010 was instituted in 2010. The trial Judge as well as the first appellate court were of the view that the suit was not barred by limitation since the representation of the respondent for the grant of the three selection grades was rejected on 18.1.2010. The first appellate court, while concurring with the trial Judge also noted that the "final request" made by the respondent-plaintiff on 18.1.2010 was rejected and hence the suit was within limitation.

7. The respondent waited for seven long years after his retirement to pursue a claim for the grant of selection grade. This was clearly beyond the residuary period of limitation of three years provided in Article 137 of the Schedule to the Limitation Act, 1963. That apart, in the decision of this Court in *State of Rajasthan v. Shankar Lal Parmar*, the Court has considered the ambit of the scheme for selection grade. This Court has held thus:

"6. Another important and relevant clause in the said order for our perusal is Clause 7, which is also reproduced hereinbelow:

7. Selection grades in terms of this order shall be granted only to those employees whose record of service is satisfactory. The record of service which makes one eligible for promotion on the basis of seniority shall be considered to be satisfactory for the purpose of grant of the selection grade."

7. Clause 7 makes it clear that only those employees would be entitled for grant of selection grades, whose service record has been satisfactory and are otherwise eligible for promotion on the basis of seniority but have not been able to get the same as there might not be any channel of promotion or for want of sanctioned posts in the cadre."

8. The Court held that in terms of Clause 7, only those employees whose service record has been satisfactory could be entitled to be granted selection grade. In this context, the Court held:

"17. Clause 7 further makes it clear that only those/such employees would be entitled to be granted selection grade whose service record has been satisfactory. This implicitly shows that the person who has an untainted, unblemished, clean and unpolluted record in service would be treated on a higher pedestal than those who have either tainted, blemished, unclean or polluted record. This obviously appears to be a reasonable classification and is under the ambit and touchstone of Article 14 of the Constitution. There is neither any ambiguity nor any doubt in the same."

9. On the touchstone of the above principles, it is evident that the respondent had been subjected to several disciplinary proceedings and as many as 19 charge- sheets were issued against him which resulted in penalties of a varying nature. The service record of the respondent cannot be regarded as untainted or clean.

10. Ms Nidhi, learned counsel for the respondent submitted that some of the penalties which were imposed on the respondent were without cumulative effect. The consequence of the withholding of increments without cumulative effect is that after the period prescribed, the respondent would be entitled to restoration of the original pay scale or the original pay. However, this does not obviate the position that the imposition of the penalty itself indicates that the service record of the employee was not satisfactory. Another submission which has been urged is that the penalties were of a minor nature. Assuming that to be so, it is evident that for the grant of selection grade, the respondent did not fulfil the requirements of a clean record of service. The grant of the selection grade is not a matter of right and was subject to the terms and conditions which were stipulated. The respondent failed to fulfil these terms and conditions.

11. For the above reasons, we are of the view that both on the question of limitation as well as on merits, the respondent was not entitled to the relief which was sought. The suit instituted by the respondent resp seven years after he had demitted office was barred by limitation. That apart, the respondent failed to meet the basic requirements for the selection grade." (Emphasis supplied)

Further, the Hon'ble Supreme Court, in Bichitrananda Behera (supra), after considering the erstwhile judgments of Union of India v. Tarsem Singh, Union of India v. N. Murugesan, and Chairman, State Bank of India v. M.J. James, concluded that delay and laches are vital in service matters, and can be seen as acquiescence."

Award

For the foregoing reasons the workman is not entitled for any relief as per the Reference No. L-41012/204/2003-IR (B-1) dated 02.01.2004; and the same is answered accordingly.

Dated: 28th May, 2025.

Lucknow.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 29 जुलाई, 2025

का.आ. 1789.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **इंडियन ओवरसीज बैंक** के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (13/2016) प्रकाशित करती है।

[सं. एल – 39025/01/2025- आई आर (बी-II)-21]

सलोनी, उप निदेशक

New Delhi, the 29th July, 2025

S.O. 1789.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 13/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management **Indian Overseas Bank** and their workmen.

[No. L- 39025/01/2025- IR(B-II)-21]

SALONI, Dy. Director

ANNEXURE
IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT
HYDERABAD

Present: - **Sri Irfan Qamar**

Presiding Officer

Dated the 8th day of July, 2025

INDUSTRIAL DISPUTE L.C.No. 13/2016

Between:

Sri Andra Nageshwara Rao,
A.V.N. Residency, Flat No.G2,
Opp. Gayatri Mandir,
Mangamur Road,
Ongole – 523001.

.....Petitioner

AND

The General Manager,
Indian Overseas Bank,
Pedda Alavalapadu Branch,
Code: 1038, P.C.Palli Mandal,
Prakasam District-523111.

Region : Vijayawada.

....Respondent

Appearances:

For the Petitioner : Sri M. Kiran Kumar, Advocate

For the Respondent: M/s. Alluri Krishnam Raju, P. Deepthi & Tilak.B, Advocates

AWARD

Sri A. Nageswara Rao who worked as Special Assistant (who will be referred to as the workman) has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents Indian Overseas Bank seeking for declaring the proceeding dated 30.4.2015 issued by Respondent as illegal, arbitrary and to set aside the same consequently directing the Respondents to reinstate the Petitioner into service duly granting all the consequential benefits such as continuity of service, back wages and all other attendant benefits etc., and such other reliefs as this court may deems fit.

2. The averments made in the petition in brief are as follows:

It is submitted that the Petitioner joined with the Respondent as Clerk on 7-7-1983 and got promoted as Special Assistant having unblemished record of service. It is further submitted that Respondent placed the Petitioner under suspension vide order dated 22.08.2013 and the Respondent issued a charge sheet dated 06.03.2014 to the Petitioner framing certain charges which are false. On receipt of the said memorandum of charges, the Petitioner submitted a letter to the Deputy Manager, Disciplinary Authority, Indian Overseas Bank requesting 30 days time for submitting reply. Accordingly, the Petitioner submitted his explanation dated 09.04.2014 to the memorandum of charge, denying the charges leveled against him. The Respondent did not pay suspension allowance to the Petitioner as per the service regulations of the bank and therefore, the enquiry shall be liable to be vitiated on this ground alone. It is further submitted that thereafter the Respondent ordered for an enquiry on the ground that the explanation submitted by the Petitioner is not satisfactory. The Respondent did not mention as to how the explanation submitted by the Petitioner is not satisfactory to them and mechanically ordered for an enquiry. The Respondent had appointed one Shri S.N. Sritharan, Chief Manager, (Retd.,) as Enquiry Officer and Sri G. Ravi Chandran, Senior Manager, Conduct & Disciplinary Action Cell, Central Office as Presenting Officer. It is further submitted that the enquiry officer conducted the proceedings on various dates starting from 28.07.2014. On 22.08.2014, the enquiry officer who is not supposed to pose any questions to the Petitioner and even then without following the basic procedure laid down under the Evidence Act, started asking questions to the Petitioner and the Petitioner answered the same. Thus, the enquiry officer did not follow the basic procedure laid down under the Evidence Act. Thus, the enquiry conducted by the Enquiry Officer is in violation of principles of natural justice and liable to be vitiated. It is further submitted that the Presenting Officer examined Mr. U.R.K. Sharma, Senior Manager as MW1 and the enquiry officer did not permit the Petitioner to cross examine MW1 properly and many of the questions were not recorded by the enquiry officer. Thus,

the enquiry officer denied reasonable opportunity to the Petitioner to disprove the allegations levelled against him and to prove his innocence. It is further submitted that the enquiry officer did not permit the Petitioner to lead his evidence and under the pressure the Petitioner has reported no evidence and no documents. However, he has categorically stated that he is neither colluded with the Manager nor accepted any bribe as alleged in the charge sheet. Thus, the whole enquiry conducted by the enquiry officer is in gross violation of principles of natural justice and violation of the rules of the bank and also in violation of the basic principles of the Evidence Act. Thus, the entire enquiry conducted by the Enquiry Officer shall be liable to be vitiated. It is further submitted that the enquiry officer submitted his report dt. 08.01.2015 holding the Petitioner guilty of the charges levelled against him. The said findings of the enquiry officer are not based on the evidence available on record including oral and documentary and thus the said findings are perverse. The enquiry officer did not consider many admissions of MW1 Mr. U.R.K. Sharma, Senior Manager attached to Inspector at Hyderabad. MW1 during cross examination categorically admitted that on perusal of ME4 and ME5 that the instrument is in order and the transaction was entered by some other staff with user ID 40479 and MW1 said yes and he further admitted that during investigation he along with Branch Manager Mrs. Pilli Bala Kashamma but they could not meet the borrower. But unfortunately the Enquiry Officer did not consider the same in his findings. It is further submitted that the Respondent and the Enquiry Officer did not appreciate the contention of the Petitioner that he has not colluded with any outsider or with the branch manager and he has just followed the instructions of the Branch manager. He has not forced any borrower and he has not credited the account as per the borrowers request with regard to transactions from S.B. 7138 to S.B. 5943 as referred in the Charge Sheet. The Petitioner further contended that with regard to transfer of Rs.50,000/- to his account from Mrs. Valluri Vasantha Lakshmi, S.B.A/c No.7150 that she has taken the said amount from the Petitioner and she has handed over a withdrawal slip to the said effect on 7.6.2012 and as such the Petitioner has not committed any misconduct nor there is any loss to the Respondent bank. Even then the Respondent initiated the present disciplinary action and dismissed the Petitioner by imposing the capital punishment of dismissal from service which is shockingly disproportionate to the alleged misconduct. The Petitioner further stated in his explanation that with regard to transaction with CC A/c No.1327 at Ongole that he has given some amount from out of his savings only and some amounts related to festival advance of the Petitioner and other miscellaneous staff loans which were sanctioned by the Regional officer/Central Office. Those contentions were not considered either by the Disciplinary Authority or by the Enquiry Officer. It is further submitted that the finding of the Enquiry Officer that the Petitioner had willfully damaged or attempted to cause damage to the property of the bank or to its any of the customers, the Petitioner had acted prejudicial to the interest of the bank or gross negligence involving or likely to involve the bank in serious loss, the Petitioner had taken a bribe or illegal gratification from a customer or an employee of the bank and the Petitioner had abated and instigated the acts of omissions and the said findings are contrary to the record, material available with him including evidence, as such the said findings are perverse. The enquiry officer failed to see that the account was opened by the Senior Manager Mr. Y. Mohan Kumar had opened the a/c 7138 in the name of Mrs Pilli Balakasamma who is not in service area. The Enquiry Officer failed to appreciate that the complaint was given almost one year i.e. on 25.5.2013. The enquiry officer failed to see that as per the allegation of charge no.-2 the Account holder has not given any complaint against the Petitioner and Mrs Valluri Vasantha Lakshmi has given a letter stating that she had not given any amount as bribe and a letter is enclosed. It is further submitted that the enquiry officer held that the charge No.3 is proved. The finding of the enquiry officer that DR had not made separate arguments for Articles of Charge. In the statement of allegations no. 3, it is held that during the tenure, the Petitioner had demanded and accepted bribe, in collusion with Mr. Dasari Sukhendra Rao, the middle man appointed by the Branch and Mr. Y. Mohan Kumar, Senior Manager of the Branch and remitted the amount so accepted into his account cash remittances at Ongole Branch and the cash remittances were disproportionate to his known source of income. The enquiry officer being an internal retired enquiry officer just to satisfy the bank officials i.e., his superiors, gave findings holding charge No.1 to 3 are proved. Thus the findings of the enquiry officer on charge No.1 to 3 are perverse and biased. It is submitted that the Respondent did not call for objections over the findings of the Enquiry Officer by duly furnishing the copy of the enquiry report. Thus, the Respondent denied opportunity to the Petitioner, therefore, the enquiry shall be liable to be dismissed and the punishment of dismissal vide order dt.30.4.2015 is liable to be set aside. It is further submitted that the Respondent did not even issue final show cause notice intimating the Petitioner about the proposed punishment of dismissal from service calling the Petitioner to submit his explanation on the same and thus the Respondent did not follow the post enquiry formalities as per the principles of natural justice and also as per the Service Regulations of the Bank. Therefore, the said action of the Respondent is in violation of the principle held by the Hon'ble High Court and also Apex Court apart from violation of the Service Rules of the Bank. Thus, the punishment of dismissal vide order dt.30.4.2015 is liable to be set aside. It is further submitted that Petitioner had submitted a letter dated 04.02.2015 to the Respondent stating that other than bank transaction documents he has not received any other letters from the Enquiry Officer or the Presenting Officer at the time of enquiry till 22.8.2014 and in annexure serial No. 12 it was mentioned that 11 complaints were received against him. But the copies of the said 11 Complaints were not furnished to the Petitioner to enable him to disprove the same and moreover the presenting officer did not examine any of the above said complainants and it is the basic principle of the Evidence Act that the document should be marked through the author of the document. Despite receiving the said letter dt.4.2.2015, the Respondent did not furnish the information as sought by the Petitioner. Thus the entire action of the disciplinary authority and as well as the Enquiry Officer is in gross violation of principles of natural justice, the enquiry shall be

vitiated and the dismissal order shall be liable to be set aside. It is further submitted that the Respondent did not consider the explanation submitted by the Petitioner in proper perspective and also his contentions during the enquiry. The Respondent imposed the capital punishment of dismissal from service on the Petitioner with a malafide intention to harass him which caused mental agony to the Petitioner. The Respondent did not even consider 20 years of unblemished record of Petitioner's service while proposing the punishment of dismissal from service. The punishment of dismissal from service imposed by the Respondent is shockingly disproportionate to the alleged misconduct and therefore, the dismissal order dt. 30.4.2015 shall be liable to be set aside. It is further submitted that after receipt of the dismissal order, dated 30.4.2015, the Petitioner preferred an appeal dated 12.06.2015 submitted on 17.6.2015 to the Appellate Authority/Executive Director, Indian Overseas Bank, Central Office, 763 Annasalai, Chennai 600002 and prayed the appellate authority to interfere with the punishment and set aside the same. But unfortunately the appellate authority passed an order dated 11.08.2015 by dismissing the appeal preferred by the Petitioner without even considering the contention of the Petitioner. It is further submitted that the Petitioner hails from a respectable family and despite best of his efforts he did not secure any employment and facing severe financial problem apart from mental agony. The Petitioner is having three dependent children and dependent wife. The Petitioner reached the age of superannuation by 31.5.2015. Therefore, the Petitioner is entitled for all benefits as if he was in service till he reaching the age of superannuation i.e. 31.5.2015 by setting aside the dismissal order dt.30.4.2015. The Respondent did not even pay retiral benefits to the Petitioner and to direct the Respondent to pay his salary and other benefits for which the Petitioner is entitled as if he was in service including retiral benefits.

3. The Respondents filed counter denying the averments made in the petition, with the averments in brief which runs as follows:-

The contentions raised by the Petitioner that the Departmental Enquiry was not conducted as per the rules applicable to him in the Bank and there is a violation of principles of natural justice and the opportunity was not provided to him to lead oral and documentary evidence and the Enquiry Officer had no authority to put questions to him and the findings of the Enquiry Officer are not based on the oral and documentary evidence available on record and he was not given an opportunity to submit his objections to the findings of the Enquiry Officer and he was not issued with second show cause notice as provided under the rules and the punishment imposed by the Disciplinary Authority is shockingly disproportionate are all incorrect and the same are hereby denied. These allegations of the Petitioner are baseless and contrary to the record and they are vague. The Disciplinary Authority issued a Charge Sheet dt.6.3.2014 as per the procedure applicable for disciplinary action against Award Staff in Banking Industry under Memorandum of Settlement dt. 10.4.2002. The copies of the documents relied by the management was served on the Petitioner and the management examined MW1 in his presence and he was cross examined by his Defense Representative. Basing on the oral and documentary evidence, the Inquiring Authority submitted a report dt.8.1.2015 to the Disciplinary Authority holding that the charges are proved against him. The Disciplinary Authority having concurred with the findings as recorded in Enquiry Report dt.8.1.2015 provided a copy of the report to the Petitioner vide Letter dt.8.1.2015 giving an opportunity to the Petitioner to submit his objections if any and the Petitioner vide Letter dt.4.2.2015 submitted his objections. The Disciplinary Authority issued a second show cause notice dt. 13.3.2015 to the Petitioner and conducted the personal hearing on 31.3.2015. After considering the entire record including the submissions made during the personal hearing, the Disciplinary Authority vide Proceedings dt.30.4.2015 imposed the punishment of "dismissal without notice". The Petitioner preferred an appeal dt. 12.6.2015 and the Appellate Authority gave a personal hearing on 6.8.2015 and the Petitioner appeared before the Appellate Authority and made his written submissions on that day. The Appellate Authority considered the contentions raised by the Petitioner and submissions made in writing and dismissed the appeal and confirmed the order passed by the Disciplinary Authority vide Proceedings dt. 11.8.2015. The misconduct proved relates to financial irregularities committed by the Petitioner and thereby the Respondent Bank Management lost confidence on honesty and integrity of the Petitioner. The Respondent Bank is a commercial bank and handles the deposits of the public and it cannot afford to retain person like the Petitioner in the employment. Therefore, the punishment imposed is not disproportionate to the misconduct committed by the Petitioner which was proved during the Departmental Enquiry. The contentions that punishment of dismissal from service is shockingly disproportionate and the charges were not proved during the enquiry and the punishment imposed to him are not correct and the same are hereby denied. Therefore, the petition be dismissed as devoid of merits.

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

- I. Whether the departmental enquiry held against the Workman is legal and valid?
- II. Whether the action of the Respondent management in terminating the services of the Workman vide order dated 30.4.2015 is legal and justified?
- III. To what relief if any, the Petitioner is entitled for?

Findings:-

5. **Issue No.I:-** The departmental enquiry held against the workman has been held legal and valid vide order dated 10.8.2023.

Thus, Issue No.I is answered accordingly.

6. **Issue No.II:-**The Petitioner Workman alleged that the Respondent issued a charge sheet on 06.03.2014 framing certain charges which were false, and an enquiry was conducted against the Workman. Further, it is alleged that the said enquiry conducted by the Enquiry Officer is in violation of the principles of natural justice and liable to be vitiated. The findings of the Enquiry Officer are not based on evidence, including oral and documentary, and thus the said findings are perverse and liable to be vitiated.

7. Further, it is alleged that the Enquiry Officer has not appreciated the contention of the Petitioner that he has not colluded with any outsider or with the Branch Managers, but he has merely followed the instructions of the Branch Manager. He has not forced any borrower, and he has credited the amount as per the borrower's request with regard to the transaction from SB Account No. 7138 to SB Account No. 5943, as referred to in the charge sheet. Further, it is submitted that with regard to the transfer of ₹50,000/- to his account from Smt. Valluri Vasantha Lakshmi, SB Account No. 7150, that she had taken the said amount from the Petitioner and on her request only, he gave the amount to her and as such the Petitioner has not committed any misconduct, nor is there any loss to the Respondent Bank. Further, the Petitioner alleges that the Respondent initiated disciplinary action against the Petitioner and dismissed him illegally by imposing the capital punishment for the alleged misconduct. Further, it is submitted that in his explanation with regard to the transaction in his Account No. 1327 at Ongole, that he has given some amounts out of his savings, and some amounts are related to festival advance and other miscellaneous staff loans which were sanctioned by the Regional Office/Central Office, and the same was not considered either by the Disciplinary Authority or by the Enquiry Officer. Therefore, the findings are biased and perverse.

8. Further, it is contended that the Enquiry Officer completely ignored the statement of the Petitioner and without referring to the same, concluded that Charge No. 2 was proved. The finding of the Enquiry Officer that the Petitioner has committed acts of wilful damage to the property/interest of the Bank and thereby committed gross misconduct, and also committed acts prejudicial to the interests of the Bank, or gross negligence or negligence involving or likely to involve the Bank in serious loss, that the Petitioner has taken a bribe or illegal gratification from a customer or an employee of the Bank, and that the Petitioner has indulged in abetment or instigation of any of the acts or omissions, is perverse and biased. The Enquiry Officer, without following the basic procedure in the enquiry, gave findings based on assumptions and presumptions without relying on the record, including the depositions. Thus, the Petitioner prayed to set aside the dismissal order passed by the Respondent against him.

9. **Per contra**, the Respondent has contended that the allegations made by the Petitioner Workman in support of the relief sought in the claim petition are not true and correct and the same are hereby denied. Further, it is submitted that the contention of the Petitioner that the Disciplinary Authority, the Appellate Authority, and the Enquiry Officer did not appreciate the stand of the Petitioner and also the oral and documentary evidence on record is absolutely incorrect, and such allegation has been made with the intention of escaping from the consequences of the misconduct, which was duly proved during the departmental enquiry. Further, it is contended that the Respondent Bank initiated disciplinary action and dismissed the Petitioner by imposing the capital punishment of dismissal from service, and the said punishment is not shockingly disproportionate to the misconduct alleged against him. Further, it is contended that as regards the allegation of the Petitioner with respect to the transaction in CC Account No. 1327, that he had given amounts out of his savings and from miscellaneous staff loans which were sanctioned to him by the Bank authorities, the same was not proved by him during the enquiry. He failed to prove or to produce any oral and documentary evidence in this respect, and as such, there is no documentary evidence to prove his contention. His contention was not proved either before the Enquiry Officer or before the Disciplinary Authority. The contention of the Petitioner that the finding arrived at by the Enquiry Officer is biased and perverse, is absolutely incorrect. Further, it is contended that the departmental enquiry was conducted by following the principles of natural justice. Further, the Respondent contended that the contents of the letter of the Petitioner dated 04.02.2015 are impertinent, and admittedly, he has received the documents relied upon during the departmental enquiry. Further, after he received the documents on 22.08.2014, he did not indicate what prejudice was caused to him due to the alleged delay. The contention of the Petitioner that the management did not examine any of the complainants, and that it is a basic principle of the Evidence Act that such documents could be marked only through the authors of the documents, is baseless. The provisions of the Evidence Act are not applicable to departmental enquiries. The complainant need not be examined in order to mark documents in relation to departmental enquiry.

10. Further, it is contended that the charges levelled against the Petitioner were proved during the enquiry. The Petitioner being an employee of a commercial bank, the charges levelled against him during the departmental enquiry were proved based on the oral and documentary evidence produced by the management, and the Respondent has lost confidence in the honesty and integrity of the Petitioner. Therefore, the punishment of dismissal from service imposed for the misconduct committed by him is proportionate.

11. In view of the submissions made by both parties, perused the record of the departmental enquiry. The record of the departmental enquiry reveals that the charge sheet was served upon the Petitioner and he was given a fair opportunity of hearing, which he availed. Further, Petitioner CSE never raised any objection alleging prejudice of any nature before the Enquiry Officer. However, record of the enquiry proceedings reveals that Petitioner/Charge-

Sheeted Employee had received all relevant documents produced before enquiry that were produced by the management in support of the charge sheet. CSE filed a reply to the charge sheet and cross-examined the witnesses. He attended the proceedings at every stage and participated in the departmental enquiry throughout. Thus, it can be inferred that during enquiry a fair opportunity of hearing was accorded to CSE. On conclusion of enquiry proceeding Enquiry Officer on appreciation of all the evidence recorded in enquiry, submitted his enquiry report, holding the CSE Petitioner guilty of the charges levelled against him. Thus, the departmental enquiry against CSE has been held by following the principles of natural justice.

12. Further, as regard allegation of Petitioner that there is no sufficient evidence on record in support of the charges levelled against him and dismissal order passed by the Disciplinary Authority is illegal and perverse. The perusal of the record of enquiry proceedings goes to reveal that the Petitioner Workman was charge-sheeted for committing gross misconduct within the meaning of Clause 5 of the Memorandum of Settlement dated 10.04.2002 between the Bank and its workmen.

The relevant provision of gross misconduct as contained under the said clause are extracted as here under:-

Clause:-

5(d): willful damage or attempt to cause damage to the property of the bank or any of its customers;

5(j): doing any act prejudicial to the interests of the bank, or gross negligence or negligence involving or likely to involve the bank in serious loss.

5(k): Giving or taking a bribe or illegal gratification from a customer or an employee of the bank.

5(l): abetment or instigation of any of the acts or omissions as above."

The contents of the allegation against the CSE in the charge sheet dated 6.3.2014 reads out as here under:-

"1. You had colluded with Mr. Dasari Sukhendra Rao, the middle man appointed by the branch and Mr.Y, Mohan Kumar, Senior Manager of the Branch and you had collected a withdrawal slip for Rs. 6.00 lacs from Mrs. Balakasamma Pilli (Agri Green Credit Loan No. 901200045 for Rs. 20.00 lacs) to the debit of her SB a/c 7138 on 07.06:2012 and you had credited the amount to SB a/c No. 5943 of Mr. Dasari Sukhendra Rao, the middle man employed by you. The borrower's husband had given his written statement dated 25.05.2013 to this effect wherein he had stated that you had forced his wife (borrower) to sign withdrawal slip for Rs. 6.00 lacs.

2. You had colluded with Mr. Y. Mohan Kumar, Senior Manager of the Branch and you had unauthorisedly transferred the amount of Rs. 50000/- from the SB a/c No. 7150 in the name of Mrs. Valluri Vasantha Lakshmi (Agri Green Credit No.901200056 for Rs. 20.00 lacs) out of her loan proceeds and you had fraudulently credited to your SB a/c 9999 maintained with the Branch.

3. You had remitted Cash to the tune of Rs. 16,68,400/- as per Annexure I during the period from 01.01.2011 to 21.08.2013 from Pedda Alavalapadu Branch to SB a/c No. 1327 maintained by you in your name at our Ongole branch. During the tenure, you had demanded and accepted bribe, in collusion with Mr. Dasari Sukhendra Rao, the middle man appointed by the Branch and Mr. Y. Mohan Kumar, Senior Manager of the Branch, as it is evidenced from the cash deposits made by you from Pedda Alavalapadu Branch to the credit of your SB a/c 1327 at Ongole Branch and the cash remittances were disproportionate to your known source of income."

13. Further, the record of enquiry proceeding goes to show that in support of the charges, Respondent Management has examined witness MW1, who has proved the documents in his testimony that has been filed in support of the charges levied against CSE. Further, Defence Representative has cross examined Management witness but no material contradiction has been elicited in cross-examination of the witness to discredit the testimony of the witness or to make testimony of witness unbelievable. Further, record reveals that Charged Sheeted Employee has been accorded fair opportunity to adduce evidence in his defence, but CSE has submitted before enquiry that he had no witness or document to produce. However, CSE has given oral submission before enquiry which has been recorded by the Enquiry Officer and same is reproduced in verbatim hereunder:-

"Sir, I neither colluded with the manager nor accepted any bribe as alleged in the charge sheet. Unnecessarily I was dragged into these issues. I always obeyed the instruction of my superiors. I was only discharging my duties as SCA and did not have any power to grant loans. I have joined the bank on 7.7. 1983 and have 30 years of unblemished service. I have 2 sons and one daughter and they have not settled in their life and taking care of my children. I am the only breadwinner of my family. I request EO to consider my submission and take up with DA for my exoneration."

The Enquiry Officer on appreciation of the oral and documentary evidence adduced during the enquiry, has submitted his reasoned report holding that Articles of Charge Nos. 1, 2 and 3 stand proved against CSE. Enquiry Officer in his report has concluded that the Charged School Employee (CSE) has committed acts of commission and omission falling under Clause 5 (d), (j), (k), and (l) of the Memorandum of Settlement dated 10.04.2002.

14. Thereafter, a copy of the enquiry report along with the relevant documents was furnished to the CSE for submission of his explanation and considering the explanation offered by the CSE and taking into account the gravity of the charges proved, coupled with the lack of moral turpitude, the Disciplinary Authority, has awarded to the CSE punishment of dismissal from service. Petitioner by his proved misconduct has caused damage to the interests of the Bank, and it is gross misconduct within the meaning of Clause 5 (d), (j), (k), and (l) of the Memorandum of Settlement. Therefore, the imposition of punishment of dismissal of the Petitioner from service can not be said as shocking to one's conscience, rather it is commensurate with the charges levelled against CSE.

15. Therefore, in view of fore gone discussion, I am of the considered opinion that there is no illegality, impropriety, or perversity in the order 30.4.2025 of dismissal of petitioner passed by the Disciplinary Authority and also order dated 12.06.2015 of Appellate Authority.

16. However, as regard of jurisdiction of Tribunal interference in the order of dismissal of workman passed by Disciplinary Authority, the reference of decisions of Hon'ble Supreme Court are relevant as discussed hereunder:-

In the case of **Om Kumar vs. Union Of India 2001 (SCC) 2 386** have held:-

"The question of quantum of punishment in disciplinary matters is primarily for the disciplinary authority to order and the jurisdiction of the High courts under Article 226 of the Constitution or of the Administrative Tribunals is limited and is confined to the applicability of one or other of the well known principles known as "Wednesbury principles". Further, it is held in the Wednesbury case, (1948)1 KB 223 it was said when a statute gave discretion to an administrator to take a decision, the scope of judicial review would remain limited. Lord Greene further said that interference was not permissible unless one or the other of the following conditions was satisfied namely, 1) the order was contrary law, or 2) relevant factors were not considered, or 3) irrelevant factors were considered, or 4) the decision was one which no reasonable person could have taken."

Further, in the case of **General Secretary, South Indian Cashew Factory Workers Union vs Kerala State Cashew Development, 2006 LLR page 657** Hon'ble Supreme Court have held that if the enquiry held against CSE is fair and proper and in the absence of any allegation of victimization, the Labour Court had no jurisdiction to interfere in the order of punishment.

Further, reference of the case of the **United Bank of India vs. Bachan Prasad Lal Civil Appeal No. 2949 of 2011 date of decision 11.2.2022**, is relevant in this context. The facts of the case are that workman CSE was the bank employee and he fraudulently prepared 9 credit transfer vouchers on various dates on the pretext of payment of interest towards fixed deposits and crediting the whole amount to one saving account opened in the name of one Smt.Asha Devi (admittedly the fake account prepared by Respondent employee). In order to adjust the said amount he manipulated the other book records of the bank using forged signatures. After such nature of allegations stood proved, the disciplinary authority after taking into consideration the record of inquiry and the post held by the Respondent employee, imposed the punishment to employee with the penalty of dismissal from service. In that case Hon'ble Supreme Court have held:-

"11. In our considered view, looking into seriousness of the nature of allegations levelled against the Respondent employee, the punishment of dismissal inflicted upon him in no manner could be said to be shockingly disproportionate which would have required to be interfered with by the Tribunal in exercise of its power under [Section 11A](#) of the Act 1947. At the same time, merely because the employee stood superannuated in the meanwhile, will not absolve him from the misconduct which he had committed in discharge of his duties and looking into the nature of misconduct which he had committed, he was not entitled for any indulgence. The Bank employee always holds the position of trust where honesty and integrity are the sine qua non but it would never be advisable to deal with such matters leniently.

12. Consequently, the appeal succeeds and is allowed. The interference made by the Tribunal and the High Court in the impugned judgment is hereby set aside. No costs."

Further, the reference of the **SBI vs Hemant Kumar 2011 (11) SCC 355**, is relevant the facts of this case are that the workmen worked in the appellant bank as cashier cum clerk and it was discovered that the Respondent had been indulging in misappropriation of money by making fictitious entries and manipulations in the bank's ledgers. The departmental enquiry was conducted against the Workman and Enquiry Officer submitted his report holding the Respondent guilty of all the charges. The appeal was also dismissed. CSE workman preferred appeal against the order of Disciplinary Authority and during the pendency of the appeal CSE workman submitted a letter admitting his guilt in writing, presumably hoping that a lenient view would be taken in the appeal but the appeal was also dismissed. The matter was referred for adjudication to the Tribunal and Tribunal set aside the dismissal order of the bank employee and ordered for reinstatement with full back wages. In that case Supreme Court have held:-

"11. The second reason assigned by the Tribunal that the Enquiry Officer should have allowed the Respondent the opportunity to lead evidence in rebuttal is also without substance in the overall facts of the case. The Respondent had already tendered two admissions of guilt in writing and one orally before PW.1 and there was

hardly anything that could be said on his behalf to repel the charges.

12. *We are, therefore, satisfied that the Tribunal's findings are wholly unreasonable and perverse and fit to be set aside. The High Court, unfortunately, did not consider the matter as it should have, in light of the discussions made above. The High Court's order is equally unsustainable. We, accordingly, set aside the order passed by the High Court and the award made by the Tribunal. The appeal is allowed but with no order as to costs."*

Further, in the case of **Damoh Panna Sagar Rural Reg. Bank & Anr. Vs. Munna Lal Jain**, dt.16.12.2004, in Civil Appeal No.8258 of 2004, the Hon'ble Supreme Court have held:-

"In B.C. Chaturvedi v. Union of India and Ors. (1995 [6] SCC 749) it was observed:

"A review of the above legal position would establish that the disciplinary authority, and on appeal the appellate authority, being fact-finding authorities have exclusive power to consider the evidence with a view to maintain discipline. They are invested with the discretion to impose appropriate punishment keeping in view the magnitude or gravity of the misconduct. The High Court/Tribunal, while exercising the power of judicial review, cannot normally substitute its own conclusion on penalty and impose some other penalty. If the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the High Court/Tribunal, it would appropriately mould the relief, either directing the disciplinary/appellate authority to reconsider the penalty imposed, or to shorten the litigation, it may itself, in exceptional and rare cases, impose appropriate punishment with cogent reasons in support thereof."

.....

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

To put differently unless the punishment imposed by the Disciplinary Authority or the Appellate Authority shocks the conscience of the Court/Tribunal, there is no scope for interference. Further to shorten litigations it may, in exceptional and rare cases, impose appropriate punishment by recording cogent reasons in support thereof. In a normal course if the punishment imposed is shockingly disproportionate it would be appropriate to direct the Disciplinary Authority or the Appellate Authority to reconsider the penalty imposed.

A Bank officer is required to exercise higher standards of honesty and integrity. He deals with money of the depositors and the customers. Every officer/employee of the Bank is required to take all possible steps to protect the interests of the Bank and to discharge his duties with utmost integrity, honesty, devotion and diligence and to do nothing which is unbecoming of a Bank officer. Good conduct and discipline are inseparable from the functioning of every officer/employee of the Bank. As was observed by this Court in Disciplinary Authority-cum-Regional Manager v. Nikunja Bihari Patnaik (1996 (9) SCC 69), it is no defence available to say that there was no loss or profit resulted in case, when the officer/employee acted without authority. The very discipline of an organization more particularly a Bank is dependent upon each of its officers and officers acting and operating within their allotted sphere. Acting beyond one's authority is by itself a breach of discipline and is a misconduct. The charges against the employee were not casual in nature and were serious. These aspects do not appear to have been kept in view by the High Court."

17. Further, in the case of **Rajasthan State Tpt Corpn. & Anr vs Bajrang Lal** in Civil Appeal No.4104 of 2007 dated 14.3.2014, the Hon'ble Supreme Court have opined that, cases involving corruption, there cannot be any other punishment than dismissal. Further, it has been held that any sympathy shown in such cases is totally uncalled for and opposed to public interest. The amount misappropriated may be small or large; it is the act of misappropriation that is relevant. In the said case the Respondent employee was awarded punishment of removal from service.

18. Similarly, in the matter at hand the petitioner was found indulged in the corrupt practices and misappropriation of the fund for which he was served with the chargesheet and charges levelled against the petitioner found proved during the enquiry. Thus, petitioner has committed gross misconduct and it not only caused damage to the property of the bank but also acted prejudicial to the interest of the bank and he has been rightly held guilty of committing misconduct under clause 5 (d),(j),(k),(l) of the Memorandum Of Settlement, 2002. All the charges against the workman were held proved in the domestic enquiry and one cannot possibly argue that the charges were simple in nature. In other words, all the charges were of serious nature. Therefore, the order of dismissal passed against the Petitioner Workman cannot be faulted with nor it can be said in anyway disproportionate to the gravity of the charges. As regards plea of the petitioner that the Respondent management has not examined the complainant during the enquiry and did not permit to lead the evidence in defence, in this context it is settled law.

19. Further, in the case of State of Haryana vs Rattan Singh Hon'ble Apex Court have held, "it is well settled that in a domestic enquiry the strict and sophisticated rule of evidence under the Indian Evidence Act may not apply. All materials which are logically probative for a prudent mind are permissible. There is no allergy to hearsay evidence provided it has reasonable nexus and credibility".

20. Further in the case of **Chairman and Managing Director, United Commercial Bank vs. PC Kakkar AIR 2003 SC 3571** Hon'ble Supreme Court have held,

"bank officer is required to exercise higher standard of honesty and integrity. Defence there is no loss of profit resulting in not available when delinquent employee acted without authority. Hon'ble High Court setting aside as shockingly disproportionate without indicating reasons. Amounts denial of justice. Fact that Co delinquent is given lesser punishment can also be no ground for interference".

21. Thus, in the present case in hand, CSE Workman has stated that he always obeyed the instruction of his superiors. He has nowhere denied that he had collected a withdrawal slip for Rs.6,00,000/- from Mrs. Bala Kashama Pilli and credited the amount to SB account No.5943 of Mr. Dasari Sukendra Rao, employed by him. Further, he did not deny that he has unauthorizedly transferred the amount of Rs.50,000/- from SB account No.7150 in the name of Mrs Valluri Vasantha Lakshmi out of her loan proceeds and fraudulently credited to his own account No.9999 maintained with the branch. Further, he failed to produce any evidence to deny the charges of remittance of cash to the tune of Rs.16,68,400/- during the period from 1.1.2011 to 21.8.2013 from Peda Alavalapadu branch to SB account No.1327 maintained by delinquent. There is ample oral and documentary evidence to prove the charge against delinquent employee which has logically probating value to prove the allegation against the CSE Workman.

22. Thus, in view of the foregoing discussion and the law laid down by the Hon'ble Apex Court as referred to above, there is sufficient evidence on record in support of charges levelled against CSE to establish his guilt of gross misconduct as committed by the Petitioner Workman. The punishment of dismissal of Petitioner imposed by the Disciplinary Authority do not suffer from any illegality, infirmity or perversity and same is liable to be confirmed. Therefore, the orders of dismissal of Petitioner passed by the Respondent Disciplinary Authority and the Appellate Authority is legal and justified and liable to be upheld.

Thus, this Issue is decided against the workman and in favour of the Respondent.

23. **Issue No.III:-** In view of the fore gone discussion and finding given at Issue Nos. I & II, the Petitioner is not entitled for any relief and his petition sans merit, liable to be dismissed.

Thus, Issue No. III is answered accordingly.

AWARD

In view of the fore gone discussion and finding given at Issues No. I & II, the action of the Respondent in terminating the services of the Petitioner Sri Andra Nageshwara Rao, Special Assistant is held legal and justified. Hence, the Petitioner is not entitled to any relief as prayed for. Therefore, the petition is dismissed.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 8th day of July, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Petitioner

NIL

Witnesses examined for the

Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 9 अक्टूबर, 2025

का.आ. 1790.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार युको बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (111/2015) प्रकाशित करती है।

[सं. एल – 12011/66/2015- आई आर (बी- II)

सलोनी ,उप निदेशक

New Delhi, the 9th October, 2025

S.O. 1790.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 111/2015) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpu* as shown in the Annexure, in the industrial dispute between the management of UCO Bank and their workmen.

[No. L-12011/66/2015- IR (B-II)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR
NO. CGIT/LC/R/111/2015

Present: P.K.Srivastava

H.J.S.(Retd.)

General Secretary

Dainik Vetan Bhogi Bank Karmachari Sangathan

Central Office F-1, Karmbhoomi, Tripti Vihar,

Opp. Engineering College, Ujjain (M.P.)

Workman

Versus

The Deputy General Manager

UCO Bank,

Regional Office – 380, Saket Nagar

Indore (M.P.)

Management

AWARD

(Passed on this 12th day of August-2025.)

As per letter dated **03/11/2015** 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** (in short the 'Act') as per reference number **L-12011/66/2015/IR(B-II) dt. 03/11/2015**. The dispute under reference related to :-

“क्या महासचिव, दैनिक वेतन भोगी कर्मचारी संगठन द्वारा श्री रविन्द्र रैशवाल (भृत्य) को दिनांक 23.06.2011 से 18.11.2014 तक दैनिक वेतन भोगी के रूप में काम करना बताने पर श्री रविन्द्र रैशवाल पुनरीक्षित वेतनमान पाने के हकदार है? यदि हां, तो श्री रविन्द्र रैशवाल वेतन में अंतर की कितनी राशि के हकदार हैं ?”

After registering the case on the basis of the reference received, notices were sent to the parties and were duly served on them. They appeared and filed their respective statements of claim and defense.

In short, the case of the workman side is that he was engaged in the Branch by the Branch Manager on 23.06.2011 as daily wager and worked till 18.11.2014, continuously. His services were terminated by Bank under an oral order without any notice or compensation, which is against Section 25-F & 25-G of the Act, hence against law. He has not been paid the scale wages payable to the subordinate staff inspite of the fact that the workman and the permanent peon discharged same duties. He has requested that holding the action of management against law, he be held entitled to the difference between the amount he was paid and the amount in scale wages payable to subordinate staff.

According to management, the workman was a daily wager who did not work continuously for 240 days in the year preceding the date of his termination. He was a casual labour, engaged as and when required and was paid on daily wages. He is not entitled to parity in wages with permanent staff, hence not entitled to scale wages as claimed by him. Management has requested that the reference be answered against the workman.

No evidence was filed by any of the parties.

I have heard argument of learned Counsel Mr. Arun Patel for workman union and None was present for management.

I have gone through the record in the light of the arguments.

The reference itself is the issue for determination.

Management has referred to Judgment of Hon'ble the Supreme Court in the case of **State of Rajasthan Vs. Daya Lal and Others, (2011) 2 SCC 429**, relevant paragraphs are being reproduced as follows :-

This extract is taken from **State of Rajasthan v. Daya Lal, (2011) 2 SCC 429: (2011) 1 SCC (L&S) 340 : 2011 SCC OnLine SC 172 at page 435**

“12. We may at the outset refer to the following well-settled principles relating to regularisation and parity in pay, relevant in the context of these appeals:

(i) The High Courts, in exercising power under Article 226 of the Constitution will not issue directions for regularisation, absorption or permanent continuance, unless the employees claiming regularisation had been appointed in pursuance of a regular recruitment in accordance with relevant rules in an open competitive process, against sanctioned vacant posts. The equality clause contained in Articles 14 and 16 should be scrupulously followed and Courts should not issue a direction for regularisation of services of an employee which would be violative of the constitutional scheme. While something that is irregular for want of compliance with one of the elements in the process of selection which does not go to the root of the process, can be regularised, back door entries, appointments contrary to the constitutional scheme and/or appointment of ineligible candidates cannot be regularised.

(ii) Mere continuation of service by a temporary or ad hoc or daily-wage employee, under cover of some interim orders of the court, would not confer upon him any right to be absorbed into service, as such service would be “litigious employment”. Even temporary, ad hoc or daily-wage service for a long number of years, let alone service for one or two years, will not entitle such employee to claim regularisation, if he is not working against a sanctioned post. Sympathy and sentiment cannot be grounds for passing any order of regularisation in the absence of a legal right.

(iii) Even where a scheme is formulated for regularisation with a cut-off date (that is a scheme providing that persons who had put in a specified number of years of service and continuing in employment as on the cut-off date), it is not possible to others who were appointed subsequent to the cut-off date, to claim or contend that the scheme should be applied to them by extending the cut-off date or seek a direction for framing of fresh schemes providing for successive cut-off dates.

(iv) Part-time employees are not entitled to seek regularisation as they are not working against any sanctioned posts. There cannot be a direction for absorption, regularisation or permanent continuance of part-time temporary employees.

(v) Part-time temporary employees in government-run institutions cannot claim parity in salary with regular employees of the Government on the principle of equal pay for equal work. Nor can employees in private employment, even if serving full time, seek parity in salary with government employees. The right to claim a particular salary against the State must arise under a contract or under a statute.

See *State of Karnataka v. Umadevi* (3) [(2006) 4 SCC 1 : 2006 SCC (L&S) 753], *M. Raja v. CEERI Educational Society* [(2006) 12 SCC 636 : (2007) 2 SCC (L&S) 334], *S.C. Chandra v. State of Jharkhand* [(2007) 8 SCC 279 : (2007) 2 SCC (L&S) 897], *Kurukshetra Central Coop. Bank Ltd. v. Mehar Chand* [(2007) 15 SCC 680 : (2010) 1 SCC (L&S) 742] and *Official Liquidator v. Dayanand* [(2008) 10 SCC 1 : (2009) 1 SCC (L&S) 943].”

Another case **State of Haryana & Others Vs. Tilak Raj and Others, AIR 2007 SC 2658**, referred to from the side of management, in which the same principle has been reiterated.

More over, the Bipartite Settlements protect and apply only with respect to the regular staff with respect to their pay and salary.

Hence, holding the case of the workman union not justified in law, the reference deserves to be answered against the workman and is answered accordingly.

No order as to cost.

DATE: 12/08/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 9 अक्तूबर, 2025

का.आ. 1791.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दक्षिण पूर्व मध्य रेलवे के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (40/2024) प्रकाशित करती है।

[सं. एल – 12025/01/2025- आई आर (बी-1)-110]

सलोनी, उप निदेशक

New Delhi, the 9th October, 2025

S.O. 1791.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 40/2024) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of South East Central Railway their workmen.

[No. L-12025/01/2025- IR(B.I)-110]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/40/2024

Present: P.K.Srivastava

H.J.S.(Retd.)

Rail Shrmik Union

H 57, Street 1 Anand Nagar Bhilai

Durg, Chhattisgarh - 490020

Workman

Versus

Sr. DPO & Sr. DME (CO),

South East Central Railway

DRM Complex, Fafadih, Raipur

Chhattisgarh - 492001

Management

AWARD

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

As per letter dated 10/04/2024 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-8(3-1)/2024-ES.III (ID) dt. 10/04/2024. The dispute under reference related to :-

“Whether the demand of the union is justified in claiming overtime allowance as compensation for extra hours of service rendered by the workmen, instead of Casual Rest (arrived by clubbing extra hours of service rendered across various days) ?”

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 union side never appeared.

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

DATE: 07/08/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 9 अक्टूबर, 2025

का.आ. 1792.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (76/2017) प्रकाशित करती है।

[सं. एल - 12012/16/2017- आई आर (बी-1)]

सलोनी ,उप निदेशक

New Delhi, the 9th October, 2025

S.O. 1792.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 76/2017) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*

Jabalpur as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/16/2017- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/76/2017

Present: P.K.Srivastava

H.J.S.(Retd.)

Shri Dilip Kumar Chauhan,
S/o Mishrilal,
R/o H.No. 10, Gali No. 5, Ibrahimganj,
Bhopal (M.P.) - 462001

Workman

Vs

The Dy. General Manager,
State Bank of India, Zonal Office,
Bhopal, Local Head Office, Hoshangabad Road,
Bhopal (M.P.)

Management

(JUDGMENT)

(Passed on this 08th day of AUGUST - 2025)

As per letter dated 26/05/2017 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-12012/16/2017 (IR(B-I))** dt. 26/05/2017. The dispute under reference relates to:

“Whether the action of the Management of the State bank of India, Bhopal in awarding/ imposing punishment of “Compulsory Retirement” w.e.f. 10.12.2013 on Shri Dilip Kumar Chauhan, Guard, Bhopal is justified and legal? If not, is he entitle for reinstatement into the services w.e.f. 10.12.2013 with back wages and what relief the workman is entitled?

Notices were issued to the parties, they appeared and filed their respective statement of defense and claims.

Case of the workman is that he was an ex-serviceman, and was appointed after retirement form Army in 1998 as Security Guard with the Bank. He was first posted at Pandhurna Branch of the Bank. He was issued a charge-sheet on 28.02.2013 with certain allegations of misconduct. Prior to issuing charge-sheet, he had informed the Branch Manager on 30.1.2012 that while on routine checking on 22.01.2012, which was Sunday, he saw one of the drawer in the Branch open and there were some packets of money lying un-safe. He took the packet and kept in the Guard Room on 22.01.2012. Next day was Monday on which he was on weekly off, thereafter he was in the night shift hence he could not inform the Manager about the cash which he had got and kept in the Guard Room. He thereafter, handed over the cash to the Branch Manager, but the Branch Manager refused to accept it and got a letter of admission signed by him under threat. The charge-sheet was issued on the basis of this incident. The enquiry was conducted which was not fair and proper. The findings of the enquiry officer were perverse in holding the charges proved. He was awarded punishment of compulsory retirement which is unjust, illegal, arbitrary and disproportionate to the charge. He has alleged that the action of Management is unjust, illegal and arbitrary and has requested his reinstatement with all back-wages and benefits.

In its written statement of defense the Management has defended its action with the case that he had kept the cash with him which was lying in a drawer of a table in the Branch, this fact came into light after enquiry. He admitted his misconduct; he was issued a charge sheet. After filing his reply on charge sheet, enquiry was conducted as per rules. The Enquiry Officer filed his enquiry report rightly holding the charge proved after finding his reply and show cause, not sufficient, the disciplinary authority issued punishment order retiring him compulsorily keeping in view the fact that he has been an ex-army man.

Following preliminary issue was framed on the basis of pleadings.

Whether the enquiry conducted against the Workman is just and proper?

On the basis of evidence in record and perusal of enquiry papers, this preliminary issue was decided after hearing vide order dated 10.03.2025 the enquiry was held legal and proper. This order is part of this judgment

Following additional issues were framed:-

- 1. *Whether the finding of the enquiry officer that the charges are proved is correct?***
- 2. *Whether the punishment is proportionate to the charge?***
- 3. *Whether the workman is entitled to any relief?***

Parties were given opportunity of filing evidence on these issues. No evidence was filed.

I have heard argument of Learned Counsel for the Workman Mr. Arun Patel, Learned Counsel for Management was not available at the time of argument due to his illness. I have gone through the record.

Issue No. 1 –

The settled principle of the law with respect to the proof of charges in a Departmental proceedings is that, the charges should be proved only to the level of probability and not beyond the reasonable doubt.

Coming to the case in hand, there is on record an admission of the Workman in writing which he could not proved to be executed under threat. The enquiry witnesses have stated that, the Workman did not deposit the amount for a week. He was found taking away the money in the CCTV, which was produced during the enquiry.

Case of the Workman is that, he had kept the amount with him to be given to the Bank, but could not give it as he was on weekly off and night duty. This is not a sufficient explanation, at least he could have informed the Management on the same day or the next day or telephonically. **Secondly**, the amount has been deducted from his saving bank account. **Hence, the finding of the Enquiry Officer that the charges are proved could not be held to be perverse and is affirmed.**

Issue No. 1 is answered accordingly.

Issue No. 2 –

The charge proved is a misconduct for which punishment up to dismissal from service is provided in the rules. The workman has been awarded punishment of compulsory retirement. The charge proved is an act of moral turpitude showing of lack of honesty and integrity on the part of the Workman. This Tribunal is shall not required to act as a Appellate Court, by the Disciplinary/ Appellate **Authority hence the punishment can not be held disproportionate to the charge.**

Issue No. 2 is answered accordingly.

Issue No. 3 –

On the basis of above discussion and findings, the Workman is held entitled to no relief.

Issue No. 3 is answered accordingly.

Thus, the reference stands answered as follows.

AWARD

Holding the of the Management of the State bank of India, Bhopal in awarding/ imposing punishment of “Compulsory Retirement” w.e.f. 10.12.2013 to the workman justified and correct in law, he is held entitled to no relief.

No order as to cost.

DATE:- 08/08/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 9 अक्टूबर, 2025

का.आ. 1793.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **स्टेट बैंक ऑफ हैदराबाद** के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **जबलपुर** के पंचाट (18/2018) प्रकाशित करती है।

[सं. एल – 12025/01/2025- आई आर (बी-1)-112]

सलोनी ,उप निदेशक

New Delhi, the 9th October, 2025

S.O. 1793.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 18/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of Hyderabad and their workmen.

[No. L-12025/01/2025- IR(B-I)-112]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPURNO. CGIT/LC/RC/18/2018Present: P.K.SrivastavaH.J.S.(Retd.)

Anil Raikwar,
S/o Kunjilal Raikwar,
R/o H. No. 24, Gali No. 2,
Old MLB College, Bhoipura,
Bhopal (MP)

Petitioner/Workman

Versus

Manager/Branch Manager,
State Bank of Hyderabad,
Near Narmada Bridge, Budni Branch, Budni,
District Hoshangabad (MP)

Respondents/Management

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

The workman has filed this petition *u/s 2-A (2&3)* of the *Industrial Disputes Act, 1947* as amended by *Amendment Act of 2010* (in short '*The Act*') with a case that he was first appointed by the State Bank of Hyderabad w.e.f., 30.03.2014 as daily rated employee and worked continuously till 30.03.2017 when he was disengaged by management without any notice of compensation, which is in violation of section 25-F of the Act. He had worked more than 240 days in every year including the year preceding the date of his disengagement and it thus acquired permanent status. The Management Bank is an 'Industry' defined under the Act and he is a workman as defined under the Act. According to the applicant, this action of management in disengaging him without notice or compensation is unjust, illegal and arbitrary. He has requested that he be reinstated with back wages and benefits.

The Management Bank, State Bank of India has taken a case that State Bank of Hyderabad has merged with State Bank of India under sanction accorded by the Central Government in exercise of its powers under section 35(2) of the *State Bank of India Act* from the date of notification i.e., 22.07.2017 and all the assets and liabilities of State Bank of Hyderabad have been transferred and vested in State Bank of India from the date of notification.

It has further been pleaded that the workman was never appointed by State Bank of India even if he was working as daily wager with State Bank of Hyderabad, he was not appointed against sanctioned vacancy following the recruitment process, he never completed 240 days in any year, hence his disengagement is perfectly legal.

In evidence, the workman has filed and proved letter of the Branch Manager of State Bank of Hyderabad dated 18.06.2016, experience certificate which are Ex-W/1 and Ex-W/2. The workman has filed his affidavit as his Examination-in-chief, he has been cross-examined by Learned Counsel for State Bank of India. The management bank has filed an affidavit of its witnesses as its Examination-in-chief, he has been cross-examined by applicant's side.

The workman had also filed an application dated 24.11.2021 seeking production of documents mentioned in the application, which was allowed, after hearing management was directed to produce the documents or file an affidavit of someone authorized if the documents are not available. The management has filed an affidavit that these documents are not available with them.

I have heard argument of Learned Counsel for Management Bank, Praveen Yadav, none present for workman. I have gone through the records as well.

None of the parties have filed any written arguments.

On perusal of record, in the light of rival arguments, following issues arise for determination:-

1. ***Whether, the workman has successfully proved his continuous employment for 240 days in the year preceding his disengagement?***
2. ***Whether, the disengagement of the workman is in violation of section 25-F of the Act?***
3. ***Relief to which the workman is entitled?***

Issue No. 1.

Section 25-B of the Act, which defines ‘continuous service’, is being reproduced as follows:-

“25B. Definition of continuous service.—For the purposes of this Chapter,—

- (1) ***a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman; (2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer—***
 - (a) ***for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—***
 - (i) ***one hundred and ninety days in the case of a workman employed below ground in a mine; and***
 - (ii) ***two hundred and forty days, in any other case;***
 - (b) ***for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—***
 - (i) ***ninety-five days, in the case of a workman employed below ground in a mine; and***
 - (ii) ***one hundred and twenty days, in any other case.”***

Pleadings of the parties have already been detailed earlier, the applicant has corroborated his case with respect to continuous service in his affidavit as his Examination-in-chief, he has been cross-examined by management, and there is nothing in his cross-examination on this point to discredit him. His this statement is corroborated by Ex-W/1 in which the then Branch Manager has recommended his absorption in the bank stating that he has been continuously working since 30.03.2014 and Ex-W/2, the certificate.

On the other hand, the management witness states in his cross-examination that he never worked in the Branch of State Bank of Hyderabad in which the workman claims to have worked. There were no documents available in the office on his information, statement is on the basis of information received.

In these circumstances, the version of the applicant/workman appears and is held more reliable on this issue and he is held to have successfully proved his continuous service as defined under section 25-B of the Act.

Issue No.-1 is answered accordingly.

Issue No.-2 :-

It is undisputed that no notice or compensation has been paid to the workman, hence his disengagement is held in violation of section 25-F of the Act.

Issue no.-2 is answered accordingly.

Issue No.-3:-

The State Bank of Hyderabad has merged with State Bank of India, learned counsel for management has submitted that the workman cannot claim any right or relief against State Bank of India but I am not inclined to accept this argument in the light of clauses 3, 4 and 5 of the merger notification which states that the transferee bank shall be liable to comply with all the liabilities of the transferor bank imposed under any judgment or decree.

No doubt the workman was not appointed against any sanctioned vacancy following recruitment process, learned counsel for workman has referred to a decision of ***Hon'ble Supreme Court in case of Devendar Singh v/s Municipal Corporation (2011) VI SCC 584 para 13*** and thereafter, in which it has been held that source of employment, method of recruitment or terms and conditions of employment full-time or part-time appointment will

not make any difference and are not relevant in deciding whether the person is workman as defined under section 2(s) of the Act. In another judgment of *Hon'ble High Court of Madhya Pradesh in Miscellaneous Petition No. 910/2021 in the case of Ram Bhuvan Patel v/s Krishi Upaj Mandi*, referred to from the side of workman in which the daily wagger who worked from 2005-12 was ordered to be reinstated with back wages and benefits.

In the case in hand, the workman was engaged only for 3 years, the bank in which he was engaged has also merged in another bank in these circumstances his reinstatement will not be a just and proper remedy. In light of the facts a lump sum compensation of Rs. 1,00,000/- (One Lac) in lieu of all his rights, will meet the ends of justice in my considered view to which the workman is held entitled, the management shall pay this amount within 90 days from the date of publication of award, failing which interest @ 6% from the date of judgment till payment.

Issue No.-3 is answered accordingly.

In the light of above discussion and findings, the petition is decided as follows:-

AWARD

Holding the action of management in disengaging the workman without notice or compensation in violation of the Act, he is held entitled to a lump sum compensation of Rs. 1,00,000/- (One Lac) in lieu of his claims to be paid to him by the State Bank of India within 90 days from the date of judgment failing which interest @ 6% per annum from the date of judgment till payment.

Petition stands disposed off accordingly.

No order as to cost.

DATE: 07/08/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 9 अक्टूबर, 2025

का.आ. 1794.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **रेल डाक सेवा विभाग, आईडीमण्डल", इंदौर** के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (43/2020) प्रकाशित करती है।

[सं. एल-12025/01/2025- आई आर (बी-I)-113]

सलोनी, उप निदेशक

New Delhi, the 9th October, 2025

S.O. 1794.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.43/2020) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Rail Dak Seva I.D. Mandal Indore and their workmen.

[No. L-12025/01/2025- IR(B-I)-113]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/43/2020

Present: P.K.Srivastava

H.J.S.(Retd.)

Shrimati Puja Raghuvanshi,

D/o Shri Sudarshan Raghuvanshi,

46, Som Nagar, Village : Khajarana

Kanadia Road,

Opposite Essar Petrol Pump,

Distt. Indore (M.P.)

Workman

Vs

The Supdt.,

Office of the Supdt.

Rail Dak Seva, I.D. Mandal,

Indore (M.P.) - 452001

Management

(JUDGMENT)(Passed on this 25th day of July-2025)

As per letter dated 29/06/2020 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. J-1(1-33)/2020-IR dt. 29/06/2020. The dispute under reference relates to:

"1. क्या, प्रबंधक संस्थान / नियोजक" अधीक्षक, "रेलडाकसेवाविभाग, आईडीमण्डल", इंदौर द्वारा आवेदिका श्रीमती पूजा रघुवंशी को मौखिक आदेश के द्वारा दिनांक: 16/12/2016 से सेवा से पृथक किया जाना उचित है? यदि नहीं, तो क्या उक्त कामगार अपने पूर्व के कार्य पर पुनः पदस्थ किये जाने तथा संबंधित अनुतोष पाने के अधिकारी हैं?"

2- "क्या उक्त नियोजक द्वारा प्रार्थिनी के सेवा से पृथक कर एवं अन्य कार्यो द्वारा य अनुसूची 5 में वर्णित अनुचित श्रम अभ्यास कर औद्योगिक विवाद अधिनियम, 1947 की धारा 25(1) का उल्लंघन किया है?"

The case of the Workman is mainly that, she was first appointed as a Daily Wager with the Railway Mail Services, at Indore, as Sorting Assistance on 06 December 2012. She was paid on monthly basis. She worked continuously till 16.12.2016 when she was disengaged by the department without any notice or compensation, which is in violation of Section 25F and 25G of the Act. This is also her case that, the Department released a vacancy notification for recruitment of Gramin Daak Sevak on 15.02.2016, she also applied along with other candidates, but she was not given weightage of her work as daily wager/ casual labour which was against the recruitment notification itself. The recruitment notification itself mentioned that Casual Labour/ part time workers who completed all the eligibility criteria of recruitment, shall be preferred and thereafter, recruitment shall be made through open market. Thus this action of the department is unjust, arbitrary and discriminatory. This is unfair labour practice under the Act. The workman has prayed that holding the action of Management in disengaging her without notice or compensation and not selecting her in the recruitment process by giving weightage to her being casual labour/ part time employee working with the department against law, unjust and arbitrary, she be held entitled to be reinstated with all back wages and benefits.

The management has taken a case in their written statement of defense that, there is no provision to engage anybody on muster roll as casual labour. Outsiders are engaged by the Department as per the need required to discharge petty nature of work on daily rate basis. The Workman was also engaged as outsider on daily rate basis imminently whenever her services were required and she was paid at daily rate basis.

Advertisement for post of Gramin Daak Sevak was issued by Management on 15.02.2016, the applicant has also applied. According to the **GDS (Conduct And Employment Rules, 2011)** and the instructions in this respect issued by Government of India, the selection of GDS are made on the basis of merit of marks obtained in Secondary School Examination certificate, conducted by the recognized board. The Workman had obtained only 42.40% in Secondary School Examination, hence she could not come in the merit list of selected candidates in General Category and was not appointed. It is further the case of the Management that, the Workman never worked continuously for 240 days in a year or in a year preceding her disengagement, hence her disengagement is not in violation of the Act, she was not appointed in any vacant post, hence she cannot be reinstated. Management has thus requested that, the reference be answered against the Workman.

In evidence, the Workman has filed her affidavit as her examination in chief. She has been cross-examined from the side of Management. She has also filed photocopy documents, recruitment notification dated 15.02.2016, merit list, reply of Management in RTI, Reply of Management on her complain, RTI reply again, some RTI documents which have been marked exhibits.

The Management has filed affidavit of its witness as his examination in chief. He has been cross-examined by the Workman side.

I have heard argument of Learned Counsel Mr. Arun Patel, the advocate from the Panel of SLSA and Mr. S.K. Mishra Learned Counsel for Management. I have gone through the record as well.

On perusal of record in the light of rival arguments, following issues come up for determination.

1. *Whether the disengagement of the workman by the department since 16.12.2016 is just in law?*
2. *“Whether, this Tribunal is within its powers to look into the recruitment process and non inclusion of the Applicant workman in the list of Selected Candidates of General Category of Gramin Daak Sevak prepared with reference to recruitment notification dated 15.02.2016, on the ground that Gramin Daak Sevak is not a Workman as defined under the Act?”*
3. *Whether, the Workman had right to be preferred for the selection against the vacancy of Gramin Daak Sevak on the basis of her engagement as casual / muster roll worker and whether, the department has acted unjustly in not giving preference in selection of Gramin Daak Sevak with reference to recruitment notification dated 15.06.2016?”*
4. *Relief, if any the workman is entitled to?*

Issue No. 1 –

The pleadings of the parties with respect to this issue have been detailed earlier. The workman has corroborated her allegations with respect to her continuous engagement for 240 days in every year, including the year of preceding the date of her disengagement. She has been cross-examined from the side of Department. There is nothing in here cross-examination to discredit her.

On the other hand, the Management witness has stated that she did not worked for 240 days or more in a year.

According to the Management witness, she worked only 75 days in the quarter year 2015 which was the year preceding her disengagement. Keeping in view the fact that, the Management disengaged on 16.12.2016 the year preceding her disengagement will be from 15.12.2015 to 15.12.2016, thus the statement of this witness in his affidavit as her examination in chief that she worked only for 75 days in calendar year 2015 (January to December) is of no reliance. Further, the management witness has stated in his cross-examination that, he does not know whether she was paid on daily or monthly basis, he had not seen any record with respect to her attendance in the office. He had only seen a report from the Indore office. This report or the document on the basis of which this report was prepared have not been produced by the Department, hence, the statement of Management witness on this point cannot be relied upon.

Furthermore, an application was filed by the Workman side on 11.01.2024 seeking direction to the department to produce the attendance register of the Workman from 2012 to 16.12.2016, payment register with respect to the Workman for the period December, 2012 to 16.12.2016 and money paid receipt from 2012 to 16.12.2016. After hearing both the sides, Management was directed to produce these documents vide order of this Tribunal dated 16.02.2024 or file an affidavit of someone authorized on this behalf if these documents were not available. In that case, the Workman was given liberty to prove these documents by way of secondary evidence. Management did not produce the documents nor did they file affidavit that these documents were not available. Hence, naturally an adverse inference will be drawn against them that had they filed these documents, they would have gone against them. The engagement of the Workman as a daily wager is not disputed what is disputed is the dates of her engagement. The Workman is not expected to have documents in this respect, Management has not filed documents with regard to attendance of the Workman and its payment inspite of direction by this Tribunal nor has filed any affidavit that these documents are not available, the Management witness has simply stated that the Workman did not work for 240 days, but his this information as detailed above, cannot be held reliable. On the other hand, the statement of the Workman is more reliable on this point. Hence, the case of the Workman that she worked for 240 days in a year including the year preceding the date of her termination is more reliable and is accordingly held proved.

Since, admittedly no notice or compensation was given to the Workman on her disengagement, this action of Management in discharging her without any notice or compensation is held in violation of Section 25F and 25G of the Act.

Section 25F and 25G is being reproduced as follows :

25F. Conditions precedent to retrenchment of workmen.

No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

(a) the workman has been given one month 's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days 'average pay for every completed year of continuous service or any part thereof in excess of six months; and

(c) Notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette.

25G. Procedure for retrenchment.

- Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.

Issue No. 1 is answered accordingly.

Issue No. 2 & 3 –

Since, these two issues are interconnected, they are being taken together.

Learned Counsel for the Workman, submits that Gramin Daak Sevak is not ‘workman’ as defined under the Act. Hence, any dispute with respect to recruitment of the Applicant Workman on the post of Gramin Daak Sevak cannot be looked into by this Tribunal.

Learned Counsel for the workman submits on this point that the non-inclusion of the Applicant Workman in the list of selected candidates of General Category of Gramin Daak Sevak was in violation of the recruitment notification dated 15.02.2016 relied by both the parties. As the notification itself provides that, the casual labour/ temporary workers working in the department shall be given preference and thereafter, candidates on the open market will be taken.

From the record, particularly from the list of selected candidates of Gramin Daak Sevak in general category as well reply of the department in RTI which is on record as Exhibit W-6 goes to show that the candidates were selected on the basis of marks obtained by them in the Secondary School (Class 10th) and not on the basis of experience. This is in violation of recruitment notification which it provides the following-

“केजयुअल लेबर/अंशकालीन पार्ट टाईम व्यक्ति जो नियोजन सम्बन्धी सभी अर्हताएँ पूर्ण करेगा उन्हें प्राथमिकता दी जाएगी तत्पश्चात ओपन मार्केट से नियोजन किया जाएगा”.

It is not disputed that the workman did possess the required qualifications for the post. Hence, her non-selection for the post of Gramin Daak Sevak by way of not giving her priority in the light of the recruitment notification is held in violation of the notification.

As regards the arguments from the side of the department that the Applicant is not a workman as defined under the Act.

Section 2(S) of the Act is being referred 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 prison, or**
- (iii) **who is employed mainly in a managerial or administrative capacity, or**
- (iv) **who, being employed in a supervisory capacity, draws wages exceeding ten thousand rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.**

Learned Counsel for Management has referred to judgment of Hon’ble Supreme Court in **the case of Sub-Divisional Inspector of Post Vaikam and Others V.s. Theyyam Joseph and Others reported in AIR 1996 SC 1271** wherein it has been held that the Postal Department is not an Industry as defined in the Industrial Dispute Act, and the extra departmental agents are not workman under the Industrial Dispute Act, Hence, this Tribunal has no jurisdiction to entertain the claim.

Learned Counsel for workman has referred to another full **Court Judgment of Hon’ble Supreme Court in the case of General Manager Telecom V.s. A. Srinivasa Rao Reported in 1997 (Vol. 8) SCC** in which three Judge Bench of Hon’ble Supreme Court overruled its judgment in Telecom Case (supra) and held that the Postal Department is also a Industry as defined in the Industrial Dispute Act. Learned Senior Counsel has submitted that in the light of the Judgment in **Srinivasa Rao case (supra)** this Tribunal is within its power to entertain the reference. This argument has been countered by Learned Counsel for Management with a argument that the observation of Hon’ble Supreme Court in the **case of Theyyam (supra)** that since there are specific rules with respect to recruitment etc. of extra

departmental agents, they are not Workman as defined under Section 2(s) of the ID Act, 1947 has not been overruled, the applicant is still not a Workman under the Act. The argument from the side of Management appears to be convincing and is accepted because the finding in the previous judgement in the **case of Theyyam (supra)** that the extra departmental agents are not Workman have not been overruled by the full Bench in **the A. Srinivasa case (supra)**.

In my view the whole argument of Management on this point has referred to above is misconceived because the Workman was a daily wage worker with the post office. The post of Extra Departmental Agent may not be a workman as defined under the Act in the light of the aforesaid judgment but her status is to be determined on the basis of her engagement from where she was disengaged and on the basis of which, she had right to be considered on priority basis in the recruitment notification and process as mentioned above.

Hence, holding that the workman is a 'workman' as defined under Section 2(s) of the Act, **this Tribunal is within its powers to look into the recruitment process and noninclusion of the Applicant workman in the list of Selected Candidates of General Category of Gramin Daak Sevak prepared with reference to recruitment notification dated 15.02.2016 and the action of Management/ Department in not giving preference to the Workman in the selection against the vacancy of Gramin Daak Sevak on the basis of her engagement as casual / muster roll worker and the department is held to have acted unjustly in not giving preference in selection of Gramin Daak Sevak with reference to recruitment notification dated 15.06.2016. The Department is held to have adopted unfair labour practice as defined under Section 2(r) of the Act.**

Issue No. 2 & 3 are answered accordingly.

Issue No. 4 –

In the light of findings recorded above it has been submitted by the Workman side that her reinstatement with back wages will meet the ends of justice. Much time has lapsed and recruitments have already been made, her inclusion in the list of selected candidates for the post of Gramin Daak Sevak at this stage will further complicate the things. **In view of the facts mentioned above a lump sum compensation of Rs. 10,00,000/- (Rupees Ten Lakhs) payable to the Workman by the Department within 60 days from the date of publication of Award in the Gazette. Failing which interest @ 6% per annum from the date of Award till payment in lieu of all her claims seems to be just and proper to which the Workman is held entitled.**

Issue No. 4 is answered accordingly.

On the basis of above discussion and findings, the reference is answered as follows.

AWARD

The action of Management/ Department in disengaging the Workman without notice or compensation and non inclusion of the Applicant workman in the list of Selected Candidates of General Category of Gramin Daak Sevak prepared with reference to recruitment notification dated 15.02.2016, by Management/ Department in not giving preference to the Workman in the selection against the vacancy of Gramin Daak Sevak on the basis of her engagement as casual / muster roll worker, the department is held to have acted unjustly in law. By not giving preference in selection of Gramin Daak Sevak with reference to recruitment notification dated 15.06.2016, the department is held to have adopted unfair labour practice as defined under Section 2(r) of the Act. The Department is directed to pay her a lump sum compensation of Rs. 10,00,000/- (Rupees Ten Lakhs) in lieu of all her claims, within 60 days from the date of publication of Award in the Gazette, failing which interest @ 6% per annum from the date of Award till payment.

DATE:- 25/07/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 9 अक्टूबर, 2025

का.आ. 1795.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (76/2019) प्रकाशित करती है।

[सं. एल – 39025/01/2025- आई आर (बी- II)-28]

सलोनी, उप निदेशक

New Delhi, the 9th October, 2025

S.O. 1795.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 76/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and their workmen.

[No. L-39025/01/2025- IR(B- II)-28]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/76/2019

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

Shri Vijay Narvaria

S/o Late Gangaram Narvaria,

R/o H.No. 17, JRM, Jai Bajrang Nagar,

Chhoti Bhamori,

Indore (MP)

Workman

Vs

The Dy. General Manager,

Punjab National Bank,

Zonal Office, Arera Hills,

Jail Road, Bhopal (M.P.)

Management

(JUDGMENT)(Passed on this 18th day of September- 2025)

As per letter dated 14/11/2019 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. J-1(1-1)/2019-IR dt. 14/11/2019. The dispute under reference relates to:

"Whether the action of the management of Dy. General Manager, Punjab National Bank, Bhopal in dismissing the services of workman Shri Vijay Narvaria w.e.f. 15.10.2014 is legal, just and proper? If not, to what relief the concerned workman Shri Vijay Narvaria is entitled to?"

Case of the applicant/Workman, is mainly that he was appointed on 19.04.1999 as a Clerk with the Bank on compassionate ground and worked to the satisfaction of his superiors. He was served a Suspension Letter dated 25.03.2014 while he was posted as a Single Window Operator (Assistant Cashier) at Indira Complex Branch of the Bank, in Indore followed by a charge-sheet of the Disciplinary Authority vide letter dated 10.04.2014. Charge leveled against him was that, while serving as Single Window Operator in the Indira Complex Branch of the Bank at Indore, he delivered stamped challans to Customers after receiving from them money for deposit, on three days i.e., 23/11/2013, 1/10/2013 and 9/11/2013 but did not enter it in the Log Book or Cash Register of the Bank nor did he deposit the money received, thus misappropriated the money received which was total Rs. 1,00,050/-, hence committed misconduct. He was asked to submit his explanation on the Charge-sheet within 7 days, he did submit his explanation vide letter dated 17/04/2014 and Management decided to conduct regular Departmental Enquiry against him. It is further the case of the Workman that an Enquiry was conducted contrary to procedure laid down in the Bipartite Settlement without affording him any opportunity to defend himself. The Enquiry Officer, without adopting any procedure of Departmental Enquiry, adopted 'un procedural' way by examining the Charge-sheeted Employee (Workman) first, before examining the Bank Witness acted in violation of principles of Natural Justice. The documents submitted by management during the Enquiry were Marked Exhibits without examining any witness. The Disciplinary Authority wrongly accepted the findings of Enquiry Officer ignoring the illegality committed by the Enquiry Officer in conducting the enquiry and issued a show-cause notice on the Enquiry Report, charges were wrongly held proved and the punishment awarded is disproportionate to the charges.

Case of the Management, is mainly that while working as a Single Window Operator, in the branch, the Workman received different amounts on different dates mentioned in the charge-sheet total Rs. 1,00,050/- from different depositors and issued deposits slips stamped by him as a token of receipt of money but never deposited the money so received with the Bank nor did he make any entry in the Bank registers in this respect, thus committed misconduct. Complaints were received by Management from the depositors and a Workman was suspended pending Enquiry. He was issued a charge-sheet on the 10/04/2014. After finding his reply on charge-sheet not satisfactory, Management decided to conduct a regular Departmental Enquiry regarding the allegations vide order dated 23.04.2014. The Workman was given opportunity to be represented by his representative in the Enquiry. During Enquiry, Management produced documents which were admitted by Workman, hence marked exhibits. The Workman also submitted discriminatory evidence, admitted by Management and they were also marked exhibits none of the parties laid any oral evidence. The Enquiry Officer submitted Enquiry Report dated 25.07.2014 holding the charges proved. A copy of the Enquiry Report was sent to the Workman with a show-cause notice dated 11/09/2014. After finding reply of the Workman on the Show-cause notice, Management passed the punishment order of dismissal

of workman. According to Management, there is no illegality or material irregularity with record to substance of procedure committed during enquiry. The charges were rightly held proved, punishment is not disproportionate to the charge.

Following preliminary issue was framed on the basis of pleadings vide order dated 29.07.2022.

Whether the departmental enquiry conducted against the workman is just, proper and legal?

On the basis of evidence on record, preliminary issue was decided vide order dated 31.12.2024. Preliminary enquiry was held just, legal and proper. This order is part of this judgement

Following Additional Issues were framed:-

- 1. Whether finding of the enquiry officer that the charges are proved are perverse?***
- 2. Whether the punishment is proportionate to the charges?***

Parties were given opportunity to lead evidence on additional issues, they did not file any evidence.

I have heard argument of Learned Counsel for the workman Mr. Amandeep Gupta, none was present for the Bank. At the time of argument, workman side has filed written arguments also which have been taken on record. I have gone through the record as well.

Additional Issue No. 2-

The settled proposition of law, with respect to prove of charges in a departmental proceeding, crystallized through various pronouncements is that the charges in departmental proceedings are not required to be proved beyond reasonable doubt. As it is required in the criminal trial following judgments have been reproduced in this respect:-

Scope of disciplinary proceedings and scope of criminal proceedings are quite distinct, exclusive and independent of each other. Standards of proof in the two proceedings are also different. Ref. T.N.C.S. Corpn. Ltd. vs. K. Meerabai, (2006) 2 SCC 255

*Standard of proof in a departmental enquiry which is quasicriminal/quasi-judicial in nature: Disciplinary proceedings, however, being quasi-criminal in nature, **there should be some evidence to prove the charge(emphasis supplied)**. Although the charges in a departmental proceedings are not required to be proved like a criminal trial i.e. beyond all reasonable doubts, we cannot lose sight of the fact that the enquiry officer performs a quasi judicial function, who upon analyzing the documents must arrive at a conclusion that there had been a preponderance of probability to prove the charges on the basis of materials on record. While doing so, he cannot take into consideration any irrelevant fact. He cannot refuse to consider the relevant facts. He cannot shift the burden of proof. He cannot reject the relevant testimony of the witnesses only on the basis of surmises and conjectures. Ref: (i) **Nirmala J. Jhala Vs. State of Gujarat & Another**, AIR 2013 SC 1513 (paras 10, 11, 12 & 13). (ii) **M.V. Bijlani Vs. Union of India**, (2006) 5 SCC 88 (Para 25)*

*In the cases of (i) **NOIDA Entrepreneurs Association Vs NOIDA & others**, AIR 2007 SC 1161 (i4i) **State Bank of India Vs. R.B. Sharma**, (2004) 7 SCC 27 (iii) **Kendriya Vidyalaya Sangathan Vs. T. Srinivas**, (2004) 7 SCC 442 (iv) **Depot Manager, APSRTC Vs. Mohd. Yousuf Miya**, (1997) 2 SCC 699 (v) **Captain M. Paul Anthony Vs. Bharat Gold Mines Limited** (1999) 3 SCC 679 and (vi) **State of Rajasthan Vs. B.K. Meena**, (1996) 6 SCC 417 (vi) **Pratap Singh Vs. State of Punjab**, AIR 1964 SC 72 (vii) **Jang Bahadur Singh Vs. Baij Nath**, AIR 1969 SC 30, it has been laid down by the Hon'ble Supreme Court that "the purpose of departmental enquiry and of prosecution are two different and distinct aspects. Departmental Enquiry is to maintain discipline in the service and efficiency of public service. Crime is an act of commission in violation of law or of omission of public duty. The enquiry in a departmental proceeding relates to the conduct or breach of duty by the delinquent officer to punish him for his misconduct defined under the relevant statutory rules or law. It is the settled legal position that the strict standard of proof or applicability of the Evidence Act stands excluded in a departmental proceeding. Criminal Proceedings and the departmental proceeding under enquiry can go on simultaneously."*

*In the case of **T.N.C.S. Corporation Ltd. Vs. K. Meerabai**, (2006) 2 SCC 255, it has been held by the Hon'ble Supreme Court that the scopes of the disciplinary proceedings and of criminal proceedings are quite distinct, exclusive and independent of each other. Standards of proof in the two proceedings are also different.*

*In the cases of **Mohd. Saleem Siddiqui Vs. State of UP & others**, (2011) 2 UPLBEC 1575 (Allahabad High Court) and **Ajeet Kumar Naag Vs. General Manager Indian Oil Corporation Ltd. Haldia**, JT 2005 (8) SC 425, the distinction between departmental enquiry and criminal proceedings has been drawn as under: "The two proceedings i.e. criminal and departmental are entirely different. They operate in different fields and have different objectives. The object of criminal proceedings is to inflict appropriate punishment on offender and the purpose of enquiry proceedings is to deal with the delinquent departmentally and to impose penalty in accordance service rules the rule relating to appreciation of evidence in the two proceedings is also not similar. In criminal law burden of proof is on the prosecution and unless the prosecution is able to prove the guilt of accused beyond reasonable doubts, he cannot be convicted by a court of law. In departmental enquiry, on the other hand, penalty can be imposed on the delinquent*

officer on a finding recorded on the basis of preponderance of probability. Procedure with respect to standard of proof in criminal case and departmental enquiry are different. In the case of departmental enquiry the technical rules of evidence have no application and the doctrine of "proof beyond doubt" has also no application in the departmental enquiry. Criminal prosecution is launched for an offence for violation of a duty the offender owes to the society or for breach of which law has provided that the offender shall make satisfaction to the public. So crime is an act of commission in violation of law or of omission of public duty. The departmental enquiry is to maintain discipline in the service and efficiency of public service. There would be no bar to proceed simultaneously with departmental enquiry and trial of criminal case. "

According to enquiry report the workman undisputedly was posted on the dates of the alleged incidents as a Cashier in the Bank. The Challan slips contains the seal and signature of the workman which shows that the amounts mentioned in the Challan was infact, received by the workman and in Ex-M/6, produced during enquiry the workman has himself stated that he had received the amount but could not deposit amount by mistake.

The case of the workman during enquiry was that infact, there were some discrepancies in the Challans/Deposit Slips, which were noticed after the workman had put his signature and seal of the Bank on these slips, the amount was not taken and was returned to the depositors, the workman forgot to take back the Challan slips from the depositors. The burden to prove, his this defense was on the workman. There is nothing on record, to indicate about probability of the defense taken, rather the depositors had complained that in fact, they had deposited the money and the Challan slips were issued by the workman under his seal and signature after receiving the amount but was not deposited. They came to know about this fact, after they were declared defaulter. Keeping these facts and evidence in view, finding of the enquiry officer and concurrence by the disciplinary authority as well appellate authority regarding prove of charges be held to be perverse in the light of the settled proposition of law, as referred to above.

Additional Issue No. 2 is answered accordingly.

Additional Issue No. 3.

Learned Counsel for workman has submitted that the punishment is disproportionate to the charges because otherwise, the service record of the workman has been spotless, the disciplinary authority and appellate authority did not consider this fact. He has referred to the judgment of *Hon'ble Supreme Court reported in AIR (1964) 364*, in which, it has been held that only suspension will not amount to proof. This judgment has been followed by *Hon'ble High Court of M.P. in the case reported in 2003 (1) MPLJ 487*.

Learned Counsel has further referred to another judgment of *Hon'ble Supreme Court in the case of Union of India v/s J. Ahmad, AIR (1979) SC 1022*, which defines misconduct and lays down that innocent mistakes do not constitute misconduct. Learned counsel has referred to another judgment of *The Hon'ble Supreme Court in the case of Inspector Premchand v/s Government of NCT Delhi (2007) 4 SCC 566*, in which the same law has been approved.

The settled proposition of law is that the punishment can be interfered by this Tribunal only when it is so disproportionate to the charge that it shocks the conscience of this Tribunal. Following judgments are being referred to in this respect.

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

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

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

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

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

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

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

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

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

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

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

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

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

This extract is taken from *State Bank of Bikaner & Jaipur v. Nemi Chand Nalwaya*, (2011) 4 SCC 584 : (2011) 1 SCC (L&S) 721 : 2011 SCC OnLine SC 416 at page 587

7. It is now well settled that the courts will not act as an appellate court and reassess the evidence led in the domestic enquiry, nor interfere on the ground that another view is possible on the material on record. If the enquiry has been fairly and properly held and the findings are based on evidence, the question of adequacy of the evidence or the reliable nature of the evidence will not be grounds for interfering with the findings in departmental enquiries. Therefore, courts will not interfere with findings of fact recorded in departmental enquiries, except where such findings are based on no evidence or where they are clearly perverse. The test to find out perversity is to see whether a tribunal acting reasonably could have arrived at such conclusion or finding, on the material on record. The courts will however interfere with the findings in disciplinary matters, if principles of natural justice or statutory regulations have been violated or if the order is found to be arbitrary, capricious, mala fide or based on extraneous considerations. (Vide B.C. Chaturvedi v. Union of India [(1995) 6 SCC 749 : 1996 SCC (L&S) 80 : (1996) 32 ATC 44] , Union of India v. G. Ganayutham [(1997) 7 SCC 463 : 1997 SCC (L&S) 1806] , Bank of India v. Degala Suryanarayana [(1999) 5 SCC 762 : 1999 SCC (L&S) 1036] and High Court of Judicature at Bombay v. Shashikant S. Patil [(2000) 1 SCC 416 : 2000 SCC (L&S) 144] .)

In *Air India Corporation Bombay vs. V.A. Ravellow* 1972 (25) FLR 319 (SC) it has been observed that:

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

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

“Loss of confidence cannot be subjective, based upon the mind of the management. Objective facts which would lead to a definite inference of apprehension in the mind of the management, regarding trust worthiness or reliability of the employee, must be alleged and proved.”

The misconducts proved are three in number relates to different dates, had it been an honest mistake, it would have been bonafide on the part of workman to correct it on the very next day and deposit the amount, this amount was deposited after lapse of more than a month that too, after a complaint was made by the students, hence, acts cannot be held to be a bonafide mistake or act of simple negligence. Rather, the proved misconduct acted on moral turpitude which lacks integrity and honesty on the part of workman, no employee could afford to have a servant whose integrity and honesty is not beyond doubt.

On the basis of above discussion, punishment awarded in the case in hand, cannot be held to be excessive to the misconduct Rules.

Additional Issue No. 3 is answered accordingly.

On the basis of above discussion and findings, the reference deserves to be answered as follows:-

AWARD

Holding the action of the management of Dy. General Manager, Punjab National Bank, Bhopal in dismissing the services of workman Shri Vijay Narvaria is legal and justified, the workman is held entitled to no relief.”

No order as to cost.

DATE:- 18/09/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 9 अक्टूबर, 2025

का.आ. 1796.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिकविवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (72/2015) प्रकाशित करती है।

[सं. एल – 12012/43/2015- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 9th October, 2025

S.O. 1796.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 72/2015) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur as shown in the Annexure, in the industrial dispute between the management of Union Bank of India and their workmen.

[No. L-12012/43/2015- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/72/2015

Present: P.K.Srivastava

H.J.S..(Retd)

Shri Arun Kumar,

Resident of Shahpur,

District - Singrauli (M.P.)

Workman

Vs

1. The Chairman,

Union Bank of India,

- Union Bank Bhavan, 239,
Vidhan Bhavan Marg,
Nariman Point Mumbai – 400021**
2. **Regional General Manager,
Regional Office,
Union Bank Bhawan,
2nd Floor 1513/1/1,
Arera Hills, Bhopal -462011**
3. **General Manager,
Union Bank of India,
Regional Office,
Sirmour Chowk,
Allahabad Road, Rewa (M.P.)**
4. **Branch Manager,
Union Bank Of India,
Vindhyanagar Post - Vindhyanagar,
District Singrauli (MP)**

Management**(JUDGMENT)****(Passed on this 19th day of September - 2025)**

As per letter dated 25/31.08.2015 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-12012/43/2015-(IR(B-II)) dt. 25/31.08.2015. The dispute under reference relates to:

“क्या आवेदक को अनावेदक/बैंक प्रबंधन द्वारा नियोक्ता एवं कर्मकार के संबंध होने के बावजूद बिना नोटिस दिये कार्य से कार्य मुक्त करना उचित है? यदि नहीं तो कर्मकार क्या अनुतोष पाने का पात्र है?”

Notices were issued to the parties. They appeared and filed their respective statement of claim and defense.

Case of the Workman is that, he worked in the Vindhyanagar Branch of the Bank since 1998 on wages @ Rs. 50 per day till 2002 December, from June, 2003 to 2005 he was paid his wages through cash vouchers. Thereafter, he was paid his wages till 26 March, 2006 without any receipt signed by him and thereafter, he was disengaged by Management under oral order without notice or compensation. He raised a dispute before the Assistant Labour Commissioner, who refused to refer his case holding that there was no employer and employee relation between Workman and the Bank. Thereafter, the Workman filed a Writ Petition No. 14096/2016 and it was under order of Hon'ble High Court in the said petition, reference was made by the Central Government.

According to the Workman, he is a 'workman' as defined in the Act, the dispute at hand is 'Industrial Dispute' as defined under Section 2(k) of the Act and his disengagement without notices or compensation is in violation of Section 25F of the Act. He has prayed that holding his disengagement unjust and illegal, he be held entitled to be reinstated with back wages and benefits.

Case of the Management is mainly that, firstly the name of the Workman is not mention in the reference order. Hence, it is not maintainable. Secondly, there is no relation of employer and employee between the Management Bank and the Workman because he was not appointed by Bank against any sanctioned vacancy following recruitment process. Thirdly, he was engaged by the Bank on temporary basis for cleaning of the Bank premises and worked only for 30 to 40 minutes that too on as and when required basis. Management has denied that case of the Workman, that he worked with them at any time as a permanent peon. According to Management, their action in disengaging Workman is just, legal and proper. Management has prayed that reference be answered against the Workman.

In his rejoinder, the Workman has mainly retreated his case. In evidence, the Workman has filed his affidavit, affidavit of Rampati Chamrakar a Bank employee as their examination in chief. The Workman and his witness both have been cross-examined by the Management.

The Workman filed copy of letter of Ministry to the Bank, to the Workman, Photocopy of reference, photocopy of another letter of Ministry to the Tribunal one document counter signed and photocopy of reply of the Management Bank before the Assistant Labour Commissioner in conciliation proceedings. They have filed and proved marked Exhibits W-1 to W-5.

Management has filed affidavit of its witness Amit Kumar Soni as his examination-in-chief. This witness did not appear for cross-examination.

I have heard argument of Learned Counsel during Shri Sharad Punj for Workman and Mr. Shailendra Pandey Learned Counsel for Management Bank. Both the sides have filed written submissions also which are part of the record. I have gone through the written submissions as well the record.

The Workman has corroborated his allegations in the statement of claim with respect to continuous engagement as defined under Section 25B of the Act in his affidavit as his examination-in-chief. In his cross-examination he admits that there was no vacancy notification released, no recruitment test was taken, his name was not sponsored by Employment Exchange. There is nothing more in his cross-examination. Thus, his this statement that he worked for the whole day that to be for 240 days in every year as a Peon is uncross-examined, hence deemed to be admitted by the Management Bank.

The Workman witness Rampati has corroborated the case of the Workman by stating his affidavit as his examination-in-chief that he was posted in the branch in 2001, the Workman was working as a Peon in the Branch where he used to clean the Bank premises, offer water when required by the customers and the staff, scan the documents and all other jobs attracted by the witness as well the employees and officers posted at that time to be done by the Workman.

In his cross-examination this witness has stated that, he is not seen the appointment letter of the Workman. This witness has also not been cross-examined by Management at the point of statement of the witness as to referred above. On the other hand, the Management witness has filed his affidavit as his examination-in-chief but never turned up for cross-examination. Hence, this affidavit cannot be read in evidence.

In the light of these facts and circumstances the case of the workman that, he worked continuously in every year as defined under Section 25B of the Act is held proved.

The Workman is defined under Section 2(s) of the Act. It is clear from the perusal of this definition that mode of appointment is not a material to decide the status whether the person is a Workman or not and **Section 2(s) is being reproduced as follows –**

Section 2(s) -

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

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

The Workman was a party in the conciliation proceedings, he raised the dispute. Copy of the reference was sent to him. Hence, simply because his name is not mentioned in the reference, it cannot be held that the present dispute is not cognizable by this Tribunal. It is undisputed that, the Workman was discharged without any notice or compensation, hence his disengagement is in violation of Section 25F of the Act.

As regard to the relief admissible by the Bank Learned Counsel for Workman has prayed that justice requires that he be reinstated with back wages. Learned Counsel has referred to following judgment in this respect.

1. **Raj Kumar Dixit vs Messrs Vijay Kumar Gauri Shankar Civil Appeal no. 4370/2015 Order Dated 12/05/2015 (Supreme Court).**
2. **Vijanand Naaran Kesur vs Rajkot Irrigation Department SCA Nos 18627 to 18635/2013 order**

dated 29/08/2016 Gujarat High Court.

3. *Devanand Balubhai Manek vs Manager United Shippers Limited SCA no 646/2015 order dated 8/02/2018 Gujarat High Court.*
4. *Sandeo Hari vs Prasar Bharati Broadcasting Corporation LPA no. 431/2011 order dated 14/09/2017 Patna High Court.*
5. *Majid Khan vs Municipal Council Gohad WP no. 5896/2016 order dated 09/05/2017 MP High Court.*
6. *Raju Barman VS State of MP WP No. 6807/2017 order dated 6/9/2017 MP High Court.*

Learned Counsel for Management has submitted that, the Workman was not appointed against any sanctioned vacancy by following recruitment process hence, his appointment is illegal. He is not entitled to be reinstated.

In the light of the facts that, the Workman was not appointed under a vacancy following recruitment process as well as the period of his engagement, is of the considered view that, reinstatement of the workman will not be in the interest of the justice. The referred decisions are distinguishable on facts. In the light of these facts and circumstances a lump sum compensation of Rs. 1,50,000/- in lieu of all his claims payable to him within 30 days from the date of publication of Award in the Gazette, failing which interest @6% from the date of Award till payment.

AWARD

Holding the action of Respondent Bank/ Management in relieving the applicant from his duties without notice despite the existence of an employer-worker relationship is held illegal and arbitrary. The Workman/applicant Arun Kumar is held liable to a lump sum compensation of Rs. 1,50,000/- from the Management Bank in lieu of all his claims payable to him within 30 days from the date of publication of Award in the Gazette, failing which interest @6% from the date of Award till payment

No order as to cost.

DATE:- 19/09/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 9 अक्टूबर, 2025

का.आ. 1797.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (58/2014) प्रकाशित करती है।

[सं. एल - 12012/37/2014- आई आर (बी- II)]

सलोनी, उप निदेशक

New Delhi, the 9th October, 2025

S.O. 1797.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 58/2014) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen.

[No. L-12012/37/2014- IR(B- II)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/58/2014

Present: P.K.Srivastava

H.J.S.(Retd.)

Sri Brijlal Pal, S/o Sh. Hiralal Pal,

Ward No. 5, Madiyaghat Mohalla,

Tendukher Distt. Damoh

Workman

Versues

1. **The Regional Manager,**
Central Bank of India,

Regional Office,
Civil Lines, University Road,
Sagar (M.P.)

2. The Branch Manager,
Central Bank of India,
Tendukhera Branch,
Distt. Damoh (M.P.)

Management

(JUDGMENT)

(Passed on this 19th day of September - 2025)

As per letter dated 01/07/2014 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-12012/37/2014-(IR(B-II)) dt. 01/07/2014. The dispute under reference relates to:

“Whether the action of the management of Central Bank of India, Tendukhera Branch, Distt. Damoh (MP) in terminating the services of Shri Brijlal Pal, Ex-casual Labour w.e.f. 20/03/2013 without complying with the provisions of Industrial Disputes Act, 1947 is just reasonable and valid? What relief he is entitled to and from which date?”

Notices were issued to both the parties. They appeared and filed their respective statement of claim and defense.

Case of the Workman is mainly that, he worked with the Bank in its Tendukhera Branch from 21.12.2011 to 19.03.2013 as a daily wager engaged in cleaning and engaged as a Peon continuously till 19.03.2013, he worked for 240 in every year. His services were terminated by the Bank without any notice or compensation which is in violation of Section 25F and 25G of the Industrial Disputes Act 1947 (in short the 'Act'). It is further his case that, during this tenure, vacancies for cleaning and Peon were notified by the Bank in newspaper. He was also called for interview on 10.01.2013; he did appear in the interview but could not be selected. Two other persons were selected after the selection process and joined the Branch and are working. The Workman has prayed that setting aside his disengagement he be reinstated with back wages and benefits.

The case of Management Bank is that, the Workman was engaged by the Bank only for two or three hours for the purposes of cleaning, he never worked for 240 days in any year. Bank has furnished a chart in its written statement of defense regarding payment to the Workman for the period May, 2012, September and October, 2012 and February, 2013. It is further the case of the Management that since the Workman was a casual labour engaged on as and when required basis that too for two or three hours in a day for which he was paid, he is not an employee of the Bank appointed against any sanctioned vacancy following recruitment process. After joining of candidates, who were appointed through recruitment process, his services were no more required. Management has prayed that the reference be answered against the Workman.

In evidence, the Workman has filed his affidavit. He did not appear for cross-examination. Management filed affidavit of its witness as his examination-in-chief. No one appeared for cross-examination of Management witness from the side of the Workman. The Workman has also filed photocopy Communication Letter dated 06.09.2012, Interview Letter dated 21.12.2012, Legal Notices dated 12.04.2013 and 10.05.2013 which were admitted by Management, hence marked exhibits.

Management has filed photocopy cheques and vouchers filed in number admitted by Workman as marked exhibits.

At the stage of argument none appeared for Workman. I have heard argument of Learned Counsel Mr. Rahul Dubey for Management Bank and have gone through the record. On perusal of record in the light of arguments, the reference itself is the issue for determination.

The burden to prove its case is on the Workman, he is required to discharge the burden that he worked for 240 days in any year or more. He has filed his affidavit but did not turn up for cross-examination. Hence, his affidavit cannot be read in evidence to corroborate his case. On the other hand, Management witness filed his affidavit as his examination-in-chief, wherein he has rebutted the statement of the Workman filed in his affidavit as his examination-in-chief. This affidavit is uncontroverted as no cross-examination was done.

Hence, holding the claim of the Workman that he worked continuously for 240 days in any year not proved, the action of Management in disengaging him is held to be just and legal. Consequently, the Workman is held entitled to no benefit/relief. Reference stands answered accordingly.

No order as to cost.

DATE:- 19/09/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 9 अक्टूबर, 2025

का.आ. 1798.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (51/2023) प्रकाशित करती है।

[सं. एल – 12025/01/2025- आई आर (बी- II)-29]

सलोनी, उप निदेशक

New Delhi, the 9th October, 2025

S.O. 1798.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 51/2023) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Indian Overseas Bank and their workmen.

[No. L-12025/01/2025- IR(B-II)-29]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/51/2023Present: P.K.SrivastavaH.J.S..(Retd)

The National Convener,

Union Forum of We Bankers,

New MIG-53, Hemant Vihar,

Barra-2, Kanpur (U.P.)- 208227

Workman

Vs

The Regional Manger,

Indian Overseas Bank, Regional Office,

Investment Building, Phase-II,

Jeevan Bima Marg, Pandri,

Raipur (C.G.), 492004

Management

(JUDGMENT)(Passed on this 9th day of September- 2025)

As per letter dated 20/07/2023 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. 24(25)/2023-IR** dt. 20/07/2023. The dispute under reference relates to:

“Whether the action of the management in non-exonerating Miss Aarti Verma from the charges levelled against her on the basis of complaints made by certain customers and colleagues of the Bank, without following the due procedure to conduct such enquiry and even after the withdrawal of show- cause notice dated 06.10.2020 and original order dated 01.02.2021 in respect of the charge-sheet is legal & justified. If not, what relief the workman is entitled to?”

Case of the workman union is mainly that, the workman Ms Arti Verma first joined the service of Bank in 2014 as Clerk and is posted in the Bhilai Durg Branch Bank. Her service record has been spotless, she has always been committed and sincere towards her duties. She is a union activist and works for the interest of Bank employees, her this act has earned displeasure and annoyance of the management and they have been harassing her by way of adopting unfair labour practices.

She was issued first show cause notice on 30.05.2020 without being provided sufficient details and supporting documents which she replied on 04.06.2020, denying the allegations in the notice. She was suspended by management on 04.06.2020 after she submitted her reply. She filed an appeal against her Suspension Order before the Appellate Authority which was kept pending for a period more than which is required for disposal of such type of appeals in para 14 of the Bipartite Settlement dated 10.04.2020 and thereafter dismissed it by non-speaking and unreasoned order. Thereafter, she raised a dispute. During the pendency of dispute, her suspension was revoked by management, she was issued a letter on 27.07.2020 captioned as Charge Sheet and was asked to show cause within 10 days why disciplinary action, not be taken against her. She submitted her written submission to this letter/charge sheet also on 05.08.2020.

The management again issued a show cause notice dated 06.10.2020 communicating that her case was being considered under Clause 12(e) of the Bipartite Settlement dated 10.04.2002, dispensing with the enquiry and Stoppage of One Increment for a period of six months was proposed in the show cause notice dated 06.10.2020. She did reply this notice also, denying the charges. The management, ignoring the reply dated 12.10.2020 filed by her with response to the aforesaid notice dated 06.10.2020, passed an order dated 01.02.2021 confirming the punishment proposed which was Stoppage of One Increment for a period six months. She raised a dispute again against this action of management. During pendency of the dispute, the imposed punishment was withdrawn by management vide its letter dated 29.06.2021. Management, thereafter, proposed to proceed for regular departmental enquiry with respect to the charges which is unjust, illegal, arbitrary, malafide and in violation of Bipartite Settlement. The Management has denied her the benefits which she may be entitled or may be entitled to be considered for, under the pretext of the aforesaid Charge Sheet since last five years which is unfair labour practice resulting into her harassment. She has further alleged that under the settlement, the Regional Head is the Disciplinary Authority for her whereas the decision for departmental enquiry has been taken by Chief Manager who is not a Disciplinary Authority.

It is also her case that once the Disciplinary Authority decided to withdraw punishment which was imposed on her dispensing enquiry, the Chief Manager who was not a Disciplinary Authority, did not have power to initiate regular departmental enquiry on the basis of same chargesheet. She has therefore prayed that holding the order of management conducting regular departmental enquiry with respect to same charges as mentioned above unjust, illegal and arbitrary, she be held entitled to all benefits with respect to salary, seniority, increment, etc., which has suffered on the basis of aforesaid charge sheet.

Case of the management, as taken by them in their written submission of defense is mainly that many complaints were received about the workman with respect to her work, she was issued a show cause notice dated 30.05.2020, she submitted a reply to the notice on 04.06.2020, she was placed under suspension vide order dated 04.06.2020. She was issued a charge sheet dated 27.07.2020 alleging acts of misconduct against her. The Senior Regional Manager, did not follow any opinion in the show cause notice dated 06.10.2020, the workman was granted sufficient time to reply, she accepted her misconduct in her reply dated 12.10.2020 and only raised objection with regard to quantum of punishment, she was awarded punishment which was withdrawn and the department decided to conduct regular enquiry with respect to the charges which is perfectly legal and management is within its right to conduct such enquiry as per circular of Bank dated 01.02.2021, the Senior Regional Manager and Chief Manager both are Disciplinary Authorities for the workman.

Management has prayed that the reference be answered against the workman.

Both the sides have filed their respective affidavits and documents, which are mainly Show Cause Notices, Charge Sheet, Replies, Punishment Order, Order Regarding Special Punishment and Suspension, to be referred to as and when required.

I have heard argument of the workman who appeared in person and Learned Counsel for the Bank Mr. Sahil Bahadur Singh. Both the sides have filed written submissions which are part of record. I have gone through the record as well.

From perusal of the record the settled facts are that a show cause notice was issued against the workman with regards to some alleged misconducts committed by her, she replied to the show cause. She was suspended by management with respect to the show cause notice, which was revoked later on when she raised a dispute in this respect. Thereafter management issued a charge sheet with allegations of misconducts mentioned in the charge sheet and issued a show cause notice as to why she not be punished dispensing with the enquiry on charge sheet. She did file a reply to the show cause notice, the management awarded punishment to her dispensing with the formal departmental enquiry on the charge sheet, this punishment order was also withdrawn and management has decided to conduct a regular departmental enquiry with respect to the charge sheet.

The case of the workman is that the charge sheet has been issued by a person who is not Disciplinary Authority and is not competent to issue it and secondly, the management is using the charge sheet as a tool of harassment to deny her benefits she is entitled to on the pretext of charge sheet and show cause notice which is unfair labour practice.

The management has submitted that they are within their power to withdraw punishment which was awarded to her dispensing with formal departmental enquiry and also that the charge sheet has been issued by competent authority who is the Disciplinary Authority. There is no legal infirmity in the charge sheet.

Now the only issue arises for determination is whether the management is within its right to conduct a regular departmental enquiry on the charge sheet in the circumstance as detailed above.

There are allegations of misconducts against the workman in the charge sheet issued by management. These misconducts are minor and major misconducts for which there is punishment provided in the Bipartite Settlement. The workman side could not cite any Rule or provisions or judgment holding that when a punishment awarded dispensing with formal enquiry has been revoked, the management is not empowered to conduct a regular formal enquiry into the charge sheet. **Hence, management in this case is held fully within its right to conduct a formal departmental enquiry with respect to charge sheet issued by them with allegations of misconduct mentioned in the charge sheet.**

As regards the arguments from the side of workman that charge sheet has not been issued by a Competent Authority, she is always at liberty to take this plea during the departmental enquiry which shall be addressed and decided by Enquiry Officer as well the Disciplinary and Appellate Authority by a reasoned order.

It is further submitted that on the pretext of show cause notice, suspension and charge sheet the workman has been denied her claims which she is entitled to, keeping in view the fact that the matter is lingering since 2020 till date and the conduct of management as mentioned above many times, **it is held that the management will grant the workman all her legally admissible claims with respect to wages, increment, career progression and other related claims which she is eligible and entitled to, till date the management appoints Enquiry Officer and Presenting Officer with respect to the departmental enquiry.**

The reference stands answered in the light of observations and findings made above.

No order as to cost.

DATE:- 09/09/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 9 अक्टूबर, 2025

का.आ. 1799.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस ई सी एल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय, जबलपुर केपचाट(एलसी/आर-42/2016) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24/09/2025 को प्राप्त हुआ था।

[सं. एल – 22012/15/2016- आई आर (सी.एम-II)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 9th October, 2025

S.O. 1799.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference. LC/R/42/2016**) of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of SECL and their workmen, received by the Central Government on **24/09/2025**.

[No. L-22012/15/2016 – IR (CM-II)]

SALONI, Dy. Director/Link Officer

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/42/2016

Present: P.K.Srivastava

H.J.S..(Retd)

Shri Arun Kumar,
B-184, Urja Nagar, Gevra Project,
Distt. Korba (Chattisgarh),
Korba (Chattisgarh)- 495455

Workman

Vs

The General Manger,
Sohagpur Area of SECL,

PO: Dhanpuri,
Distt. Shahdol (MP), 484114

Management

(JUDGMENT)

(Passed on this 11th day of September- 2025)

As per letter dated 26/04/2016 by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-22012/15/2016(IR(CM-II)) dt. 26/04/2016. The dispute under reference relates to:

“Whether the action on part of management SECL, Gevra and Sohagpur Area in not transferring Shri Arun Kumar to the proper place and subsequently removing him from service on absenteeism ground with effect from 22.03.1995 after exparte enquiry even though he had in his account 18 years of service left till September, 2013 is appropriate and justified? If not, what relief Shri Arun Kumar, Ex-Senior Dumper Operator is entitled to? Whether the action of the management of SECL is justified in not re-instating in service even after several request and not giving relief towards payment of salary/wages for the period January, 1993 to September, 2013 is appropriate and justified?”

During pendency of the proceedings the workman, who had filed a writ petition against his termination as mentioned in the reference before the Hon'ble High Court of Chhatisgarh in WP(S) No. 2237/2023 was decided by Single Bench of Hon'ble High Court. His termination was held bad in law and he was directed to be reinstated in service without back wages but his pay to be fixed notionally with entitlement to gratuity and all other service benefits permissible under rules of the Company as he has attained the age of superannuation. This order of Hon'ble High Court dated 03.01.2024 has been upheld by a Division Bench in W.A. No. 81/2024 vide its order dated 01.03.2024, filed by management in SLP No. 966/2024 against the order in the writ appeal has also been dismissed vide order dated 27.01.2025. Management has itself filed photocopy of these orders which have been taken on record.

In light of the aforesaid judgments, the list in the reference stands decided by Hon'ble High Court and Hon'ble Supreme Court consequently the reference has become infructuous and is answered accordingly.

No order as to cost.

DATE:- 11/09/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 9 अक्टूबर, 2025

का.आ. 1800.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस ई सी एल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, जबलपुर के पंचाट(एलसी/आर-47/2016) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24/09/2025 को प्राप्त हुआ था।

[सं. एल - 22012/20/2016- आई आर (सी.एम-II)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 9th October, 2025

S.O. 1800.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference.LC/R/47/2016**) of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of SECL and their workmen, received by the Central Government on **24/09/2025**.

[No. L-22012/20/2016 – IR (CM-II)]

SALONI, Dy. Director/Link Officer

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/47/2016

Present: P.K.Srivastava

H.J.S.(Retd.)

1. **Shri Gend Lal S/o Sh. Chakru,**
Ex-General Mazdoor, Cat. I,
Dhakka Dafai Railway Siding, Chirmiri,
PO: Chirmiri, Distt. Korea (CG)
Korea (Chhatisgarh)- 497773
2. **Deputy General Secretary,**
Bhartiya Khadan Mazdoor Sangh,

**PO: Haldibadi, Chirmiri,
Distt. Korea (CG)-497451
Korea (Chhatisgarh)**

Workman

Vs

**1. The General Manger,
Chirimirei Area of SECL,
PO: West Chirmiri, Distt. Korea (CG)
Korea (Chhatisgarh)- 497773**

Management

(JUDGMENT)

(Passed on this 9th day of September- 2025)

As per letter dated 02/05/2016 by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-22012/20/2016(IR(CM-II)) dt. 02/05/2016. The dispute under reference relates to:

“Whether the action on the part of management of SECL, Chirmiri for dismissing Sh. Gend Lal, Ex-General Mazdoor, Category ‘A’ from service w.e.f. 08.05.1987 on absenteeism ground without conducting proper enquiry and following Principles of Natural Justice is appropriate and justified, if not, what relief Sh. Gend Lal espoused through the Dy. General Secretary, Bhartiya Khadan Mazdoor Sanh, Chirmiri area is entitled to?”

Case of the Workman is that, he was issued a charge sheet on 04.09.1986 by Management containing allegations of misconduct committed by him by way of unauthorizedly absenting himself from workplace without intimation to the Management and their permission & without sufficient cause for the period of more than 10 days. He submitted a reply to the Charge sheet which was not considered and Departmental enquiry was ordered. Notice for appearance in the enquiry proceedings was sent on the wrong address of the Workman which was never received by him and enquiry was conducted during his absence. Copy of certain documents Exhibits were also not supplied to me. The Enquiry was conducted in gross violation of principles of natural justice without giving a sufficient opportunity to the Workman to defend himself. The Inquiry Officer wrongly held him guilty of charges and the punishment is excessive.

Management has pleaded that, the Workman had absented himself unauthorizedly from duty w.e.f. 07.05.1984, hence he was issued a charge sheet dated 19.09.1984 which was sent to him by registered post. He did receive it but did not file any reply, hence, after waiting for his reply for 2 years, the revised charge sheet dated 04.09.1986 for the same charge was issued against him and was served on him. He did file reply to the charge sheet making an incorrect statement that he had filed for leave with medical certificate. Management decided to conduct enquiry and ordered a Departmental Enquiry vide its order dated 04.12.1986. The Workman appeared during the enquiry, services of a co-worker as his defense assistance were also granted to him. He participated during the enquiry. The Enquiry Officer submitted his report holding the charges against the workman proved, the workman was terminated by Competent Authority vide order dated 08.05.1987. He never agitated against this order, rather approached the Labour Commissioner for the first time in 2009 i.e. after lapse of 22 years. It is further the case of management that the charges have been rightly held proved and punishment is also not excessive.

Following issues were framed on the basis of pleadings vide his order dated 29.03.2019.

- 1. *Whether the domestic enquiry conducted by management against workman was conducted properly and legally?***
- 2. *Whether the charges were proved on the basis of evidence collected during the enquiry?***
- 3. *Whether the punishment given was appropriate in relation to the charge proved?***

Issue No. 1, was taken a preliminary issue and was decided after evidence of parties vide order dated 30.06.2025 holding the departmental enquiry just legal and proper. This order is part of this judgment and award.

Parties were given opportunity to lead evidence on their issues, no evidence was proposed.

I have heard argument of Learned Counsel for the workman Mr. Uttam Maheshwari and Mr. Neeraj Kewat for management, perused the record.

Issue No. 2-

The charge against the workman of unauthorized and wilful absence from duty since 07.05.1984 till 04.09.1986 i.e., date of issuing of charge sheet. Learned Counsel for the workman has submitted that the absence was not wilful because the workman was sick during this period, hence was not able to perform his duties.

The settled proposition of law with respect to proving of a charge in departmental proceedings is that the charge is not required to be proved beyond reasonable doubt as it is mentioned in criminal trials.

From perusal of the enquiry records reveals that during the enquiry, the workman examined himself, he stated that he had gone to place of his relative on 07.05.1984. He fell ill there and was under treatment till 16.09.1984. He offered himself for resuming duty but he was not taken on duty. Later on, he came to know that his services have been terminated on the charge of unauthorized and wilful absence from duty. In his cross-examination during the enquiry, he stated that he sent the information regarding his sudden illness by way of a certificate on posting which is in contradiction to his application dated 13.09.1986, where he stated that he sent information by registry.

It also comes out that he could not file any certificate issued by a qualified Doctor advising him rest for the period of his absence, hence the finding of the enquiry officer that his absence was wilful and unauthorized cannot be held to be perverse, hence affirming finding of the enquiry officer that the charge of misconduct by way of wilful and unauthorizedly absenting himself from duty, this issue is answered against the workman.

Issue No. 3-

It has been submitted by Learned Counsel for workman that he was awarded maximum punishment of termination of his service ignoring the fact that his service record was otherwise spotless.

The settled proposition of law crystallized through various judgments is that until and unless the punishment shocks conscious.

Conduct of the workman is also relevant in case in hand, his services were terminated from 08.05.1987. He raised a dispute in 2016, ground for delay taken as that he has been agitating against his termination by way of filing applications before the authorities. Some applications have been filed on record which is not consistent. Hence, keeping in view of these facts, the punishment awarded cannot be held to be one which shocks the conscience. Hence, holding the punishment awarded not excessive, Issue No. 3 answered accordingly.

On the basis of above discussions and finding, the reference is answered as follows.

AWARD

Holding the action of the management of SECL, Chirmiri for dismissing Sh. Gend Lal, Ex-General Mazdoor, Category 'A' from service w.e.f. 08.05.1987 on absenteeism ground without conducting proper enquiry and following Principles of Natural Justice is held to be legal and justified, he is entitled to no relief.

No order as to cost.

DATE:- 09/09/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 9 अक्टूबर, 2025

का.आ. 1801.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस ई सी एल के प्रबंधन के संबद्ध नियोजको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, जबलपुर के पंचाट(एलसी/आर-13/2019) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24/09/2025 को प्राप्त हुआ था।

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

सलोनी , उप निदेशक/लिंक अधिकारी

New Delhi, the 9th October, 2025

S.O. 1801.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference.LC/R/13/2019**) of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of SECL and their workmen, received by the Central Government on **24/09/2025**.

[No. L-22013/01/2025 – IR (CM-II)]

SALONI, Dy. Director/Link Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/RC/13/2019Present: P.K.SrivastavaH.J.S..(Retd)

Chintamani @ Raghuvar

S/o Prem Choudhari (Chamar)

Posted as Trammer in SECL Hasdev Opencast Mine

Hasdev Rajnagar Area R/o Vill. Patan P.S. Jaithari

Ditt. Anuppur at present Indra Nagar Q.No. 70 Post

Ramnagar Distt. Anuppur (M.P.)

Workman

Versus

1. The S.E.C.L. Hasdev Rajnagar Area
Through its General Manager Rajnagar
Open Cast Mines Hasdeo Area P.O. Dola
Distt. Anuppur (M.P.)
2. The Senior Manager (Excavation)
SECL, OCM Sub Area Rajnagar,
Distt. Anuppur (M.P.)
3. The Deputy Manager (Personnel)
SECL, OCM Sub Area Rajnagar
Distt. Anuppur (M.P.)

Management

AWARD(Passed on this 12th day of September-2025)

The Workman has filed petition under Section 2A (2&3) of Industrial Dispute Act, 1947 as amended by Amendment Act of 2010, (in short the 'Act') challenging termination of his services by Management vide order dated 03.01.2018 with the case that, he was appointed as Cleanser under open recruitment process. His date of birth 03.03.1960 was recorded in the service register maintained by the Management. A criminal case was filed against him with an allegation that he was working in the name of his younger brother and his actual name is Raghuveer. He is not Chintamani Choudhary. This case was initiated in 2008 and was settled in Lok Adalat resulted in the acquittal. The Management initiated a departmental enquiry in this respect by way of issuing a charge of misconduct alleged to have been committed by him by furnishing wrong information with respect to his identity with Management and thus obtaining employment from Management. Enquiry was conducted and the workman was wrongly held guilty of the misconduct and was wrongly dismissed by Management. He has prayed that holding the termination of his services by Management unjust and illegal. He be reinstated with back wages and benefits.

Case of Management is that, during his employment, a Criminal Case was filed against him with an allegation that he was infact Raghuveer Choudhary impersonating himself to be Chintamani Chaudhary, which was really his brother and was working with the Management by way of impersonating himself to be Chintamani Chaudhary. Case was settled in Lok Adalat. Thereafter, the management issued a charge sheet of misconduct on 18.02.1999 under Clause 26.01, 26.09, and 26.30 of Certified Standing Orders. His reply to the charge sheet was found not satisfactory and a departmental enquiry was initiated. He participated during the enquiry. The Enquiry Officer submitted his report dated 08.11.2017. He was issued a show cause notice on the basis of enquiry report and after finding his reply to the show cause not sufficient he was dismissed from service by Management. Hence, there is no illegality or arbitrariness committed by Management. Management has prayed that, the petition be answered against the Workman.

On the basis of pleadings, following preliminary issue was framed.

1. Whether the departmental enquiry conducted is legal and proper?

On the basis of evidence, on record this issue was decided vide order dated 08.04.2025. A Departmental Enquiry was held just, legal and proper.

Following additional issues were framed thereafter –

1. Whether the finding of the Enquiry Officer and the charges are proved is perverse?

2. Whether the punishment order is disproportionate to the charges?

Parties were given opportunity to lead evidence on additional issues. No evidence was filed by any of the parties. The Workman did not appeared at the time of final arguments, hence argument of Learned Counsel for Management Mr. Neeraj Kewat have been heard. I have perused the record as well.

Additional Issue No. 1:

From perusal of enquiry papers it comes out that, witness have have corroborated the charges which is also supported by documents filed.

The settled preposition of law with respect to prove of charges in Departmental Enquiry is different from that in Criminal Trials where the charges are required to be proved beyond doubt.

Keeping in view this settled preposition of law, the finding of Enquiry Officer that the charges are proved is passed on evidence during the enquiry and it cannot be held to be perverse. Hence affirming the finding of enquiry officer, additional Issue No. 1 is answered accordingly.

Additional Issue No. 2 –

The charge proved is a grave misconduct for which dismissal from service is one of the punishments, it is an act of moral turpitude as well. Hence, the punishment cannot be held to be disproportionate to the charge. Hence, holding the punishment not disproportionate to the charge proved, additional Issue No. 2 is answered accordingly.

No other point was pressed.

On the basis of above discussion and findings the petition is held sans merit and is liable to be dismissed.

ORDER

Petition dismissed.

No order as to cost.

DATE: 12/09/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 9 अक्टूबर, 2025

का.आ. 1802.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस ई सी एल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय, जबलपुर के पंचाट(एलसी/आर-137/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24/09/2025 को प्राप्त हुआ था।

[सं. एल – 22012/174/2012- आई आर (सी.एम-II)]

सलोनी , उप निदेशक/लिंक अधिकारी

New Delhi, the 9th October, 2025

S.O. 1802.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference. LC/R/137/2012**) of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of SECL and their workmen, received by the Central Government on **24/09/2025**

[No. L-22012/174/2012 – IR (CM-II)]

SALONI, Dy. Director/Link Officer

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/137/2012Present: P.K.SrivastavaH.J.S.(Retd.)

The President,

(Shri Jyoti Kuar Akela),

Koyla Mazdoor Sabha (HMS),

Qtr. No. M/61, Dharam Colony,

Post Chandra Sekharpur, Aedu,

District Raigarh (C.G.)

Workman

Vs

The General Manager,

SECL, Raigarh Area, behind Collectorate,

Chhote Atarmunda, Post Box No. 27,

Distt. Raigarh (C.G.)

Management

(JUDGMENT)(Passed on this 19th day of September- 2025)

As per letter dated 20/11/2012 by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-22012/174/2012-(IR(CM-II)) dt. 20/11/2012. The dispute under reference relates to:

“Whether the action of the management of General Manager, SECL, Raigarh Area, behind Collectorate, Chhote Atarmunda, Post Box No. 27, Distt. Raigarh (C.G.) pertaining to Shri Mohanlal Srivas:- (i) In not considered for promotion from CDS Operator Grade-D to CDS Operator Grade-C in the year, 2003 or (ii) In not regularized in Computer Assistant or equivalent post after completion one year training as per approval of Director (P) of SECL Hq. In the year, 2003 or (iii) In not given national seniority at par alongwith his other colleagues from the year, 2003 was legal, proper & justified. What relief the said workman is entitled to and from what date?”

Case of the Workman is that he was first appointed as General Mazdoor on 23.03.1996 in Dharam Incline of Raigarh area of SECL and was promoted to CDS Operator, T & S Grade-D w.e.f., 08/09-03-1999. Office order in this respect, issued by management, on 11.03.1999. In year 2001, there was acute shortage of Clerks/Data Entry Operators in the area and the management invited applications from employees having requisite qualification for changing their cadre and join as Clerk/ Data Entry Operator. The workman and another worker Shri Pulak Chatterjee, both appointed and after internal communication, between the management, office order dated 27.12.2002, was issued by Deputy Chief Personnel Manager of Raigarh area deploying the workman as Computer Assistant (trainee) for year one in the existing grade. It was also mentioned that on successful completion of one year training, he would be regularized in the Computer System Cadre in appropriate Grade. The workman successfully completed one year training as Computer Assistant and hence, became entitled to be regularized a Junior Data Entry Operator on 27.12.2003 but the management did not regularized him though, he had qualification for this which was, 'Any permanent employee having matriculate or equivalent certificate with three years service in the company'.

It is further the case of the workman that in the year 2003, a Departmental Promotion Committee constituted by management for promotion from CDS Operator Grade-D to Grade-C, rejected his claim on the ground that he had opted for Computer Assistant Jobs and was deputed for Computer Assistant jobs. Therefore, he could not be considered for promotion to CDS Operator Grade-C. According to the workman, the management did not make him permanent after one year of training as Data Entry Operator, rather, they framed a Departmental Selection Committee in the year 2008 and granted him permanent status as a Data Entry Operator in the year 2008, vide thus, the action of management in not granting him permanent status of a Data Entry Operator and not appointing him on this post after he successfully completed his training of one year, as well not granting him benefits admissible to the

post of Data Entry Operator for five years after completion of his training successfully and also not granting promotion in his original cadre that too on the ground that his cadre has been changed is unjust, illegal and arbitrary on the part of management.

The workman has requested that holding this action of management, unjust, arbitrary and illegal, he be granted notional seniority deeming him to be appointed as permanent Data Entry Operator right from 2003 and also be held all consequential benefits in this respect.

The case of the management is mainly that, Cadre of General Mazdoor and Data Entry Operator are two different cadres, the workman has misinterpreted the note sheets approved by the then Director (Personnel) infact, those note sheets make it clear that, a proposal of engaging the workman as Computer Assistant (trainee) for one year and thereafter, his regularization in Computer System Cadre is infact could not be done by way of passing the Cadre Scheme.

It is further the case of the management that in the year 2008, the workman appeared in the examination conducted, for selection to the post of Data Entry Operators and he was selected. He was appointed as Data Entry Operator vide office order dated 21.06.2008 and has been granted all benefits thereafter, infact, the workman was not regularized after training of Computer Operator because no post was available at that time in the Cadre Scheme. The management has thus prayed the reference to be answered against the workman.

In evidence, the workman side has filed photocopy of his Application filed by him before the Assistant Labour Commissioner on 17.01.2011, Reply of Management dated 02.03.2011, Letter of Conciliation Officer to Ministry, Office Order of Management dated 11.03.1999 promoting the workman in CDS Operator Category, Office Order dated 27.12.2002 deploying the workman and co-worker Shri Pulak Chatterjee as Computer Assistant (trainee) for one year with a condition that on successful completion of training, they will be regularized in Computer System Cadre in appropriate Cadre as per Cadre Scheme and availability of vacancy as per manpower budget, Ex-W/6, DPC Report rejecting the work promotion of the workman in CDS Category 'C' from CDS Category 'D' on the ground that he has been promoted to Data Entry Cadre, internal communication of management dated 13.10.2004, Ex-W/7. The original appointment letter of the workman in 1998, his appointment letter, Ex-8 to Ex-24 different documents in this respect, to be referred to as and when required. The workman has filed his affidavit as his Examination-in-chief, he has been cross-examined by management.

Management has filed affidavits of its witnesses Shri Shivcharan Jangde and Shri. J.C. Patnayak, as his Examination-in-Chief. He has been cross-examined by workman side, management has also filed and proved the promotion channel for Data Entry Operator, office order dated 20.06.2008, appointing the workman as Data Entry Operator (Trainee), the office order dated 02.09.2009 and letter dated 17.09.2009.

Learned Counsel for the workman was not available at the time of argument, hence, I have heard argument of Mr. Neeraj Kewat Learned Counsel for Management. Management has filed the written argument also which is part of record. I have gone through the written argument as well the record.

From perusal of record in light of rival arguments, it comes out that the facts in this case are not disputed. This is not disputed that there was a requirement of Junior Data Entry Operators with the management, the workman was eligible for the post. He applied for the post and he was deployed by management as trainee with a condition that after successful training of one year, he would be regularized as Junior Data Entry Operator subject to manpower budget and vacancy.

The case of the management is that there was no vacancy of Junior Data Entry Operator till 2008 and it is only when there was vacancy accumulated, the recruitment process was started and the workman was recruited for the post of Junior Data Entry Operator Training in the year 2008. It is significant to mention here that, after completion of successful one year training in the year 2003, the workman continued working in the cadre as Junior Data Entry Operator and he was paid for that. Moreover, his promotion in his original cadre was rejected and was not considered by the Department Promotion Committee on the basis that, he had been deployed in the Junior Data Entry Operator Cadre and could not be considered for promotion in his original cadre due to this. On one hand, management takes a case that there was no vacancy for five years after successful completion of training and on the other hand, does not revert the employee back to his original cadre and refuses to promote him in his original cadre on the ground that he has been deployed in different cadre of Junior Data Entry Operator. Management cannot be permitted to blow hot and blow cold at a time. Had there not been, no vacancy of Junior Data Entry Operator in the cadre at the time on initial deployment of the workman and after his successful training for one year there was no occasion for management to continue him in the cadre for five years right from 2003-2008. It was incumbent on management to revert him back to his original cadre where he would have been considered for promotion.

Hence, this action of Management in not appointing the workman as Junior Data Entry Operator after his successful training in 2003 and also not reverting him back to his original cadre when according to management, there was no vacancy in the Junior Data Entry Operator Cadre, is nothing but unjust, illegal, arbitrary and malafide, which requires to be interfered with and corrected.

Accordingly, the workman is held entitled to be appointed as Junior Data Entry Operator after his successful

training in 2003, from the date of completion of his training i.e., 27.10.2003 and is held entitled to all consequential benefits admissible to a person appointed as a Junior Data Entry Operator with respect to wages, permanent status and regularization deeming himself to be appointed as Junior Data Entry Operator from 27.12.2003. The management is held under obligation to complete the exercise within three months from the date of publication of award and pay the dues to the workman accordingly, failing which interest @ 6% per annum from the date of award till payment.

On the basis of above discussion and findings, the reference deserves to be answered as follows:-

AWARD

Holding the action of the management of General Manager, SECL, Raigarh Area, behind Collectorate, Chhote Atarmunda, Post Box No. 27, Distt. Raigarh (C.G) pertaining to Shri Mohanlal Srivas:- (i) In not considering for promotion from CDS Operator Grade-D to CDS Operator Grade-C in the year, 2003 or (ii) In not regularizing in Computer Assistant or equivalent post after completion one year training as per approval of Director (P) of SECL Hq. In the year, 2003 or (iii) In not giving national seniority at par alongwith his other colleagues from the year, 2003 against law and arbitrary, the workman is held entitled to be appointed as Junior Data Entry Operator after his successful training in 2003 with all consequential benefits admissible to a person appointed as a Junior Data Entry Operator with respect to wages, permanent status and regularization from 27.12.2003 and pay the dues, payable to him by management within 90 days from the date of publication of award, failing which interest @ 6% p.a. from the date of award till payment.

No order as to cost.

DATE:- 19/09/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 9 अक्तूबर, 2025

का.आ. 1803.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू सी एल के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, जबलपुर केपंचाट(एलसी/आर-04/2016) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24/09/2025 को प्राप्त हुआ था।

[सं. एल - 22012/02/2015- आई आर (सी.एम-II)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 9th October, 2025

S.O. 1803.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference. LC/R/04/2016**) of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of **WCL** and their workmen, received by the Central Government on **24/09/2025**,

[No. L-22012/02/2015 – IR (CM-II)]

SALONI, Dy. Director/Link Officer

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/04/2016

Present: P.K.Srivastava

H.J.S..(Retd)

Shri Shiv Shankar S/o Sh. Swaminath,

Ex-Driver, R/o Badmohi No. 4,

PO : Chandametta,

Teh. Parasia,

Distt. Chhindwara (MP)

Chhindwara - 480447

Workman

Vs

1. **The General Manager,**
Western Coalfield Limited,
Pench Area PO & Teh. Parasia,
Distt. Chhindwara (MP) – 480441
2. **Chief Medical Officer,**
Central Hospital, Badkuhi, Pench Area,
WCL, PO : Chandametta, Teh. Parasia,
Distt. Chhindwara (MP) - 480447

Management

(JUDGMENT)**(Passed on this 22nd day of August - 2025)**

As per letter dated 14/12/2015 by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-22012/02/2015 (IR(CM-II)) dt. 14/12/2015. The dispute under reference relates to:

“क्या महाप्रबंधक वैस्टर्न कोल फील्ड्स लिमिटेडपेंच क्षेत्र परासिया जिला छिंदवाडाद्वारा श्री शिवशंकर पिता स्वामीनाथ पूर्व डायवर केंद्रीय अस्पताल, बड़कुही पेंच क्षेत्र परासिया, जिला छिंदवाडा की जन्म तारीख में विवाद की स्थिति में NCWA के प्रावधानों के अनुसार आयु निर्धारण समिति के समक्ष प्रस्तुत न कर आवेदक की जन्म तारीख 08.06.1956 के स्थान पर 01.07.1950 मानते हुए आवेदक को दिनांक 28.02.2013 को सेवानिवृत्त करना उचित है? यदि नहीं तो आवेदक क्या अनुतोष पाने का अधिकारी है?”

After registering the cases on the basis of reference,

Notices were issued to the parties, the Workman never appeared inspite of notices. Both the parties have filed their written statement.

Case of the Workman is that, his date of birth is in fact 08.06.1956, his actual date of birth as recorded in School Certificate produced by him at the time of his first appointment. The Management wrongly recorded his date of birth as 01.07.1950 which was not corrected by them in spite of order of Hon'ble High Court of MP passed in WP No. 537/2013, by which the Management was directed to discharge his representation in this respect. According to the Workman, this action of Management is unjust and illegal. He has requested that holding his superannuation on the basis of his date of birth 01.07.1950 recorded by Management unjust and illegal, he be held to be reinstated and deemed in service till the date of his superannuation on the basis of his date of birth as 21.05.1957.

Case of the Management is that, he was appointed with the Management as a Driver on 15.02.1973 it declared its date of birth 01.07.1950, it was registered in his Form B. He was transferred from Chandametta Colliery to other Unit and was issued last pay certificates. His date of birth was recorded as 01.07.1950 in the last pay certificate, he become member of CMPF and submitted Form A declaration in this respect in CMPF Office also his date of birth was same i.e. 01.07.1950. The Management issued a letter on 06.12.2012 requesting the Regional Commissioner CMPF to furnish particulars of Form A declaration submitted by the workman mentioned in the letter. The name of the Applicant Workman was in the said letter with respect to whom particulars of Form A declaration was sought by Management. It is the case of the Workman that in the Unit where he was transferred from Chandametta, his date of birth was wrongly recorded 21.05.1957 in Form B ignoring his date of birth recorded earlier at the time of first appointment and any connected documents mentioned by him as above. He had filed Writ WP No. 537/2010 against Management before Hon'ble High Court of MP which was decided vide order dated 16.01.2013 directing the Management to take a decision on the representation preferred by the Workman on 31.12.2012 within a period of 30 days from the date of communication of the order. The Management decided the representation confirming his date of birth as 01.07.1950. According to Management, he was superannuated after attaining 60 years of age on the basis of his date of birth 01.07.1950.

Management has filed affidavit of its witness in support.

None was present for the Workman at the time of argument. I have heard argument of Learned Counsel for Management. I have gone through the record.

The initial burden to prove his case is on Workman. He has not care to file any evidence. Hence, has not discharged his burden. Hence, holding the claim of the Workman not proved, he is held entitled to no relief.

The reference stands answered accordingly.

No order as to cost.

DATE:- 22/08/2025

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 9 अक्टूबर, 2025

का.आ. 1804.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय पटना के पंचाट (07 C of 2017) प्रकाशित करती है।

[सं. एल – 12012/60/2017- आई आर (बी -II)]

सलोनी, उप निदेशक

New Delhi, the 9th October, 2025

S.O. 1804.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 07 C of 2017) of the Indus.Tribunal-cum-Labour Court Patna as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen.

[No. L-12012/60/2017- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

Before The Presiding Officer,

Industrial Tribunal, Patna.

Reference Case No.:- 07 (C) of 2017

Between the management of Zonal Manager, Central Bank of India, Balua Tal Motihari And their workman Sri Sanjay Kumar, S/O- Late Hari Narayan Prasad, Vill.-Kesheria Purani Bazar, PO-Kesheria, Distt.- East Champaran-845424 (Bihar).

For the management:-Sri Kumar Dilip Singh, Advocate.

Sri Shashi Kumar, Advocate .

For the workman:-

Sri Ashok Kumar Sinha, Advocate.

Sri Kumar Aditya Karan, Advocate.

Present:- **Manoj Kumar Sinha**

**Presiding Officer,
Industrial Tribunal, Patna.**

AWARD

Patna, dt- 8th September, 2025.

By the adjudication order no.- L-12012/60/2017-IR(B-II) New Delhi, dated- 16.11.2017 the Govt. of India / Ministry of Labour, New Delhi has referred under clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Dispute Act, 1947, (hereinafter to be referred to as “ the Act”) the following dispute between the management of Zonal Manager, Central Bank of India, Balua Tal, Motihari And their workman Sri Sanjay Kumar, S/O- Late Hari Narayan Prasad, Vill.- Kesheria Purani Bazar, PO- Kesheria, Distt.- East Champaran-845424 (Bihar) for adjudication to this tribunal.

Reference Case No.:- 07 (C) of 2017

SCHEDULE

“ Whether the action of the management of Central Bank of India, Motihari to terminate the service of Sri Sanjay Kumar w.e.f 28.07.2016, claimed to have worked from 01.11.2012 is justified? If not, to what relief the workman concerned is entitled to?”

2. Registered notice issued to the workman and the management vide order dt0 28.11.2017 and both parties appeared the statement of claim has been filed on behalf of the workman on 04.09.2018. The written statement of the management has been filed on 19.12.2018

3. The short facts of the case of workman namely Sri Sanjay Kumar (hereinafter referred as workman) is that he was appointed as Business Facilitator in Keshariya Branch of Central Bank of India on 07.11.2012 but actually he had been workman there since 01.11.2012 and was getting payment of his salary, the workman has been discharging his duties as a Business Facilitator to the satisfaction of all concerned and the Branch Manager has forwarded his name for issuance of formal appointment letter on three dates (mentioned in para-5 of the statement of claim). The further case of the workman is that he was instrumental in opening new accounts, deposit of savings, recovery of loan, fixed deposits and helping customers of the bank in various activities and a sum of Rs. 50/- per day through voucher was paid to him. In the year 2014 his wages was increase to Rs. 75/- per day. It has also been asserted that the Branch Manager of Keshariya branch by his letter dt- 18.06.2014 has requested the Regional Manager to issue a formal appointment letter to the workman as he has been discharging the duties of business facilitator since November, 2012 and has specially stated that the duties of workman was satisfactory and the bank has benefitted from his work but the service has neither been regularised nor appointment letter has been issued and all of sudden the workman was terminated w.e.f 28.02.2016. The workman, after his termination, has raised an Industrial Dispute before the Regional Labour Commissioner (C) where the representative of management bank appeared and filed their reply with denial of the appointment of workman as business facilitator. Further case of the workman is that he has worked for more than 240 days in a year continuously for four (04) years and his termination amounts to violation of provisions of Industrial Dispute Act, 1947. Accordingly it has been prayed to answer the reference in favour of the workman and hold that the termination order is illegal and abinitio void.

4. The management of Central Bank of India (hereinafter referred as management) has submitted his written statement on 19.12.2018 wherein entire contention of the workman has been denied except para- 1, 2 & 3 of the statement of claim dt- 04.09.2018. It has specifically been contended that the workman was neither appointed as business facilitator nor worked as business facilitator at Keshariya branch any time, the workman did not produce any documents to show that he was appointed as business facilitator by the management. Accordingly it has been prayed that the dispute under instant reference may be closed without granting any relief to the workman.

5. To substantiate his claim the workman has produced only one witness who is the workman himself and has been examined as W.W-1, on 18.10.2022. Three documents i.e letter dt- 19.01.2013, letter dt- 11.03.2014 and letter dt- 18.06.2014 all issued by Branch Manager of Keshariya Branch to Regional Manager Central Bank of India, Motihari region, has been marked as Ext.- W, W/1, and W/2 respectively. The management has not produce any witness or any documents during the proceeding.

6. Learned lawyer appearing on behalf of the workman has assailed the dismissal of the workman and has submitted that the workman has worked in the branch for about four years and was getting wages through vouchers but his services was terminated on 27.06.2016 without any show cause and this amounts to violation of section-25 (F) of the Industrial Dispute Act, 1947. Accordingly, he has prayed that the workman is entitled to reinstatement with full back wages and other consequential benefits of his service.

Per contra, learned lawyer appearing on behalf of the management has submitted that the workman has never been appointed as business facilitator and as such he is not entitled for any relief in this case. Learned lawyer has referred the judgement of Hon'ble Patna High Court reported in 2010 (3) PLJR 604 , 2017 (2) PLJR 160 and the judgement passed in C.W.J.C No.- 22961 of 2012 dt- 20.08.2013 and judgement passed in C.W.J.C No.- 14622 of 2012 dt- 30.11.2016 during course of his argument.

7. On perusal of the pleadings as well as the evidence of W.W-1 (Workman) it is evident that it is admitted case of the workman that he was working as Business Facilitator in Keshariya Branch of Central Bank of India and was getting Rs. 50/- per day which raised to Rs. 75/- per day. It is fair to note here that section-2(S) of the I.D.Act defines workman and on bare perusal of the same it is evident that workman means any person employed to do manual, unskilled, skilled, technical, operational, clerical or supervisory work for payment, including apprentice. This definition covers wide range of activities and key is to look at the actual duties performed by person concerned as workman.

The definition of Industrial Dispute has defined in 2(K) is reproduced here :- **“ 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 condition of labour, of any person;**

8. Now let us examine the materials brought on record to substantiate the claim of the workman. On perusal of Ext.-W, W/1 & W/2 it is evident that the branch manager of Keshariya Branch of Central Bank of India has written letter to Regional Manager of the bank with regard to appointment of business facilitator wherein he has recommended the name of Sri Sanjay Kumar (workman) for his appointment, meaning there by the name of the workman was recommended for his appointment as business facilitator. The sole witness i.e W.W-1 during his

presence in the witness box has disclosed that he was appointed as business facilitator at Keshariya Branch on 07.11.2012 and had worked upto 28.07.2016 and for his work a payment of Rs. 50/- per day through voucher was made to him in 2012 and subsequently he was getting Rs. 75/- per day. He has also disclosed that on 27.07.2016 the branch manager has forbidden him from working and since he is unemployed. It is fair to note here that at no point of time, during his presence in the witness box, the W.W-1 has specified his actual duties which was performed by him in the said branch though he has stated about his appointment as business facilitator, meaning thereby workman had worked as business facilitator in the branch. It would not be out of place to mentioned here that the business facilitator acts as an intermediary for bank, primarily focused on financial literacy and mobilising new customers. Thus extend the presence of bank in those areas were establishing a full branch might not be feasible. The business facilitator worked in field, are self driven and operate independently and the bank does not have the same degree of control over their activities and working hour as it would over a traditional employee / workman of the bank. They shall act as an independent service period and are not a part of the bank core work force. I find my this view fortified with the law laid down by our own Hon'ble Court in the case of Banking Business Facilitators Association, Bihar & others Vs. The Chairman, State Bank of India & Others reported in 2017 (2) PLJR 160.

9. Now taking into consideration the above discussions, it is obvious that the basic element of Industrial Dispute as well as to that of workman is missing with regard to the claim of the workman and as such he is not at all entitled to get the relief claim by him. The reference is answered accordingly. Award accordingly.

This award shall be effected after date of publication in gazette.

Dictated & Corrected by me.

MANOJ KUMAR SINHA, Presiding Officer

नई दिल्ली, 9 अक्टूबर, 2025

का.आ. 1805.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय पटना के पंचाट (02 C of 2019) प्रकाशित करती है।

[सं. एल – 12012/05/2019- आई आर (बी -II)]

सलोनी, उप निदेशक

New Delhi, the 9th October, 2025

S.O. 1805.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 02 C of 2019) of the *Indus. Tribunal-cum-Labour Court Patna* as shown in the Annexure, in the industrial dispute between the management of Allahabad Bank and their workmen.

[No. L-12012/05/2019- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

Before the Presiding Officer

Industrial Tribunal, Patna.

Reference Case No.: -02 (C) of 2019

Between the management of Assistant General Manager, Allahabad Bank, Zonal Office, Devdoot Complex, 1st Floor, 15, Radha Rani Sinha Road, Bhagalpur (Bihar)-812001 And their workman Shri Ashwani Kumar, represented through President, Bank Employees Federation, Bihar, Saboo Republic 2nd Floor, Behind Republic Hotel, Patna (Bihar)-800001

For the management:- Mr. Ajit Kumar Sinha, Advocate.

Mr. Pravin Kumar, Advocate.

For the workman: Mr. B. Prasad, President, Bank Employees

Federation, Bihar.

Present:- Manoj Kumar Sinha

Presiding Officer,
Industrial Tribunal, Patna.

AWARD

Patna, dated- 12th September, 2025

By the adjudication order no.- L-12012/05/2019-IR(B-II) New Delhi, dated- 26.02.2019 and corrigendum dt- 10.07.2019 the Govt. of India Ministry of Labour New Delhi has referred under clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Dispute Act, 1947, (hereinafter to be referred to as “ the Act”) the following dispute between the management of the Assistant General Manager, Allahabad Bank, Zonal Office, Devdoot Complex, 1st Floor, 15, Radha Rani Sinha Road, Bhagalpur (Bihar)-812001 And their workman Shri Ashwani Kumar, represented through President, Bank Employees Federation, Bihar, Saboo Republic 2nd Floor, Behind Republic Hotel, Patna (Bihar)-800001 for adjudication to this tribunal.

SCHEDULE

“Whether the action of the management of Allahabad Bank, Zonal Office, Bhagalpur, in imposing punishment of dismissal of Shri Ashwani Kumar, Ex-Head Cashier w.e.f 14.07.2017 without following the due process of law, is justified. If not, to what relief the workman concerned is entitled to?”

2. The record is put up for award on the point of quantum of punishment in this proceeding.

3. I have already heard learned counsel for the management and representative of the workman, who have made their rival submissions, at one end learned representative appearing for the workman has submitted that the workman is young and this is his first mistake and as such he may be given a chance to correct himself. Accordingly, he has prayed to pass lesser punishment.

4. On the other hand learned advocate appearing for the management has submitted that the workman is guilty of gross misconduct and has been punished accordingly and as such no interference is required with regard to the punishment of dismissal without notice.

5. I have carefully perused the records and on perusal of the same, it is evident that this reference has been received and after registration, notices were issued to both the parties and accordingly they appeared. The statement of claim of the workman has been filed, the management has also filed his written statement. After completion of the pleading of both the parties, they lead their evidence in support of their contention. Two witnesses, namely Deepak Kumar, S/O-Ranjeet Kumar Singh and A.A. Farooqui, S/O Late Altaf Ahmad, were examined as M.W-1 & M.W-2 respectively on behalf of the management. Beside the oral evidence, ten documents were brought on record on behalf of the management and the same are marked as Ext.-M to M/9 whereas one witness namely Ashwani Kumar has been examined as W.W-1 (workman himself). Five documents were also brought on record on behalf of the workman and the same are marked as Ext.-W to W/4.

6. It is fair to note here that after conclusive analysis of the facts and materials produced on behalf of both the parties and upon hearing of learned lawyer for the management and representative of the workman, this tribunal has found no procedural infraction and has held that the departmental enquiry conducted by the enquiry officer against the charge sheeted employee, workman Ashwani Kumar, is fair and proper following the principles of natural justice vide order dt-19.09.2023 passed in this proceeding wherein, case of both the parties as well as their evidences were described and discussed characteristically in detail the said order shall be a part of this award.

7. It is reasonable as well as fair to note here that the Industrial Dispute Act, 1947 is the beneficial piece of social legislation and section-11A of the Act empowers this tribunal to give appropriate relief in the case of dismissal of a workman, even in the position where the tribunal agrees with the management that the misconduct is proved.

8. In this case at hand the amount of Rs. 4.00 Lakhs (Four Lakhs) were credited in the account of Miss Mariam within ten days from the date of its debit / transfer from the said account. It would not be out of place of mention here that the workman has unequivocally admitted his guilt at the very threshold of enquiry in respect of the charges framed against him in the departmental proceeding and he remain firm and clear in his categorical admission of his guilt through out and has tendered his apology. The record reveals that the workman was aged about 32 years on the day when he was examined as witness during the proceeding.

9. Now taking into account the above facts along with the circumstances on record it seems expedient in the interest of justice to award a lesser punishment to the workman. Accordingly, it is ordered that the workman Ashwani Kumar be discharged from the service with superannuation benefits as would be due otherwise under the rules or regulations prevailing at the relevant time and without disqualification from future employment.

Award accordingly.

Dictated & Corrected by me.

Sd/- 12.09.2025

MANOJ KUMAR SINHA, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 2025

का.आ. 1806.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचाट (22/2001) प्रकाशित करती है।

[सं. एल – 12012/325/2000- आई आर (बी -I)]

सलोनी, उप निदेशक

New Delhi, the 10th October, 2025

S.O. 1806.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 22/2001) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of State Bank of India their workmen.

[No. L-12012/325/2000- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT
HYDERABAD**

Present: **Sri IRFAN QAMAR**

Presiding Officer

Dated the 24th day of July, 2025

INDUSTRIAL DISPUTE No. 22/2001

Between:

Sri K. Devender,

S/o Basappu,

(V) Jukal, (P) P. Lingapur,

(M) Narayanakhed, Medak Distt..

... Petitioner

And

The Assistant General Manager,

State Bank of India,

(Personnel & HRD Department)

Local Head Office,

Bank Street, Koti,

Hyderabad – 500 095.

.....Respondent

Appearances:

For the Petitioner : Sri M. Rangaiah, Advocate

For the Respondent: Sri Y. Ranjeeth Reddy, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/325/2000-IR(B.I) dated 19.4.2001 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 requiring this forum to decide the question:

SCHEDULE

“Whether the action of the management of State Bank of India, Local Head Office, Hyderabad in terminating the services of Sri K. Devender, Temporary/Non-Messenger, by way of oral orders with effect from 31.3.1997 is justified? If not, what relief the applicant is entitled?”

After receipt of the reference, it was numbered as ID No. 22/2001 and notices were issued to both the Workman and the management.

1. Before unfolding the factual matrix of the instant industrial dispute it would be apposite to have a bird eye view of a chequered history of the instant industrial dispute. Earlier instant industrial dispute along with the batch cases was decided by this Tribunal vide common award dated 17.5.2005 and the reference was answered in favour of the Respondent and against the Workman. That said common award dated 17.5.2005 was challenged by the aggrieved Workmen in various Writ petition No.6470/2014 along with batch of writ petitions before the Hon'ble High Court of Andhra Pradesh and Hon'ble High Court vide its' judgement dated 23.6.2014 allowed all batch of writ petitions and set aside the common award dated 17.5.2005 passed in ID No.222 of 2001 and other batch of ID cases by Central Government Industrial Tribunal cum Labour Court, Hyderabad and the Respondent management of State Bank of India was directed to reengage the Writ Petitioners in position, which they have been occupying prior to their termination and further directed to consider their cases for regularization as and when the substantive vacancy arises. This judgement dated 23.6.2014 of Hon'ble High Court of AP, passed in WP No.6470/2014 and batch petitions was challenged by Respondent management before the Hon'ble High Court in Writ Appeal No. 1268 of 2014. The aforesaid Writ Appeals No.1268/2014 and other Writ Appeals were decided by Division Bench of High Court of Andhra Pradesh by a common judgement dated 20.3.2019. Hon'ble High Court in aforesaid Writ Appeal was pleased to pass the order which is extracted as below:-

“ 7. Hearing the learned senior counsel for the SBI and the learned senior counsel for the contesting unofficial Respondents, we see that while the learned single Judge was justified in setting aside the award of the Tribunal, the proper course to be adopted was to remit all the cases to the Tribunal. This we say for reasons more than one. Firstly, in such matters, claims have to be decided on individual basis, as different persons have different claims as to the length of officiation or discharge of duties and functions; quality of engagement, drawings, accounting of the post for each one of them, who have worked etc. All these issues will not be the same in all the cases. Therefore, each case ought to have been directed to be decided by the Tribunal afresh on individual basis. The second and most important aspect is the learned single Judge has in one go ordered re-employment of all the workmen. This is not a relief that could have been granted without answering the individual issues; each issue relating to each case could not have been decided by the writ Court within the format of its adjudication procedures and scope. The adjudicating body, which has to do that activity, is the Industrial Tribunal. Therefore, we are of the view that while we would sustain the order of the learned single Judge insofar as it interfered and sets aside the award of the Tribunal, the further findings and directions, issued through the impugned order have to go and the individual cases have to be sent back for consideration of the Tribunal. Such further procedure before the Tribunal will have to be carried forward with the materials already on record and also by affording an opportunity to the persons, who have claims as well as the management to place their rival contentions and further material before the Tribunal. The learned counsel appearing for the workmen are justified in pointing out that enormous delay has already happened and further action by the Tribunal in this line may be expedited.

9. In the result, these writ appeals are ordered;

(1) affirming the impugned common order of the learned single Judge to the extent it sets aside the common award dated 17.05.2005 of the Industrial Tribunal;

(2) the further findings and directions issued through the impugned common order are vacated:

(3) all the matters shall be remitted to the Industrial Tribunal with a direction to dispose of them within an outer limit of five (5) months from the date of receipt of a copy of this order; and,

(4) the parties to make appearance before the Tribunal on the given date.”

Thus, in view of the above direction of Hon'ble High Court of Andhra Pradesh in W.A.No.1268 of 2014 and batch cases. This Tribunal has taken up the matter of industrial dispute for hearing and deciding it afresh in view of the aforesaid guidelines laid down by the Hon'ble High Court in Writ Appeal No.1268/2014 vide judgement dated 20.3.2019.

2. The factual matrix of instant industrial dispute as narrated by the Workman in his claim statement is that the Petitioner herein was engaged by the Respondent Bank—State Bank of India—as a Non-Messenger (temporary employee). The Petitioner have joined the service of the Respondent Bank at Kalher Branch, Medak District on 13.8.1987 and worked for 85 days, as a Sweeper till November, 1987. He worked as a Messenger during January, 1989 to April, 1989, at Narayankhed ADB Branch for 85 days. Thereafter, worked at Kalher branch once again during May/June, 1989 for 10 days. Later, he worked at Kalher branch during January to April, 1990 for 65 days. Thereafter, Petitioner had worked at Devnur branch during October, 1991 to April, 1992 for 196 days. It is submitted that Petitioner worked for about 3 months period as a waterboy during April, 1993 to June, 1993 at Narayankhed ADP branch. Further, it is submitted that again Petitioner worked at Zaheerabad branch for about 199 days as a Sweeper-cum-water boy during September, 1993 to March, 1994 and worked as a Messenger at Charminar Branch for 184 days (in the 1st spell) during April, 1995 to Nov, 1995 and for 180 days during March, 1996 to October, 1996 in the 2nd

spell. Later, he has joined the service of the Respondent Bank at Industrial Finance Branch, Hyderabad for 131 days during November, 1996 to March 1997. His last drawn salary was Rs.2084/24 paise. It is submitted that Respondent has terminated the services of Petitioner on 31.3.1997 without assigning any valid reasons. But the Respondent has retained Petitioner's juniors in service. The Respondent has failed to take the prior permission from the government for his retrenchment. It is further submitted that Petitioner is suffering a lot because of poverty and unemployment, having old aged parents, 3 sons, and 2 daughters and his wife is looking after household work. It is submitted that he could not secure any alternative employment till date inspite of his best efforts. It is submitted that there is sufficient work with the Respondent and extending the opportunities to others denying the Petitioner is unjust and contrary to law. Hence, the action of the Respondent is not justified. Therefore, it is prayed to grant the relief of reinstatement with full back wages and all attendant benefits.

3. The Respondent Bank contends that the reference made is untenable under the Industrial Disputes Act, 1947 as the Bank temporarily engaged subordinate staff—messengers, sweepers, etc.—strictly on a need-based, ad hoc basis to ensure uninterrupted operations to address staff shortages due to leave vacancies and constraints imposed by the Government of India and RBI on hiring.

4. It is submitted that the All India State Bank of India Staff Federation which represents majority of the employees in the State Bank of India comprising about 98% of the work force as its' members espoused the cause of temporary employees who have put in less than 240 days of temporary service in 12 calendar months in the bank and who were ineligible for any protection under Industrial Disputes Act, 1947 to give a chance for being considered for absorption and permanent appointments. Various discussions were held to resolve the said issue, resulting in five settlement agreements between the Bank and the Workmen.

5. The first settlement dated 17.11.1987 (under Sec. 2(p) r/w Sec. 18(1) of the ID Act) categorized temporary employees and provided for consideration of permanent absorption against vacancies between 1987–1991. The second settlement dated 16.07.1988 extended this period to 1987–1992. The third settlement dated 27.10.1988 reaffirmed consideration of vacancies arising from 1988–1992. Following these, the Government of India issued recruitment guidelines on 16.08.1990, recommending settlement-based absorption for temporary employees with more than 240 days of service in a 12-month block. For those with fewer days, the guidelines allowed for discretion-based conciliation.

6. Despite this, the Bank, in a liberal approach, considered even those with less than 90 days' service and those employed since 1975. However, para 6(k) of the approach paper clarified that this would be a one-time exercise resolving all past claims. Subsequently, the fourth settlement dated 09.01.1991 extended panel validity to 1994, with daily wagers considered for 1995–1996 vacancies. It is submitted that Zone-wise panels (1989 for temporary employees and 1992 for daily wagers) were also created, listing candidates in descending order of service from 01.07.1975 to 31.07.1988.

7. The Federation also sought implementation through the Regional Labour Commissioner (Central), resulting in a conciliation agreement on 09.02.1995. This led to the fifth settlement dated 30.07.1996. Finally, on 27.02.1997, a Memorandum of Understanding recorded that 403 messengerial vacancies were identified and would be filled from the 1989 panel. Both panels were agreed to lapse on 31.03.1997. Thus, the Workman, who served less than 240 days in any 12-month block during the reference period, has no legal claim outside these settlements.

8. It is further argued that the Workman's case has already been considered under the five settlements. The settlements were time-bound and binding on both parties, hence, the Bank was not obligated to absorb all empanelled candidates. Sustaining panels beyond 31.03.1997 would contradict the settlements and constitutional principles (Articles 14 & 16), amounting to backdoor regularization.

9. The Hon'ble High Court in WP No.12964/94 has affirmed that such settlements are binding and temporary service does not create a right to regularization unless the Workman can show violation of a specific settlement term, which is not the case here. The Hon'ble High Court in WP No.12964/94, held as follows,

"It is needless to state that the settlement arrived at between the All India State Bank of India Staff Federation which, is the majority union and the bank Management is binding on the Workmen also. It is not at all the case of the Workman that any of the terms of the settlement has been violated by the bank's Management. If the Workman had worked in the bank on part-time basis before 31.5.94, that itself would not vest in him a right to claim that his services should be regularized on permanent basis against a full time cadre post. The claim put forth by the Workman in the present petition is therefore misconceived and not tenable. However, it is open to the Workman to claim any right which flows from the settlement between the union and the bank Management. As already pointed out that it is not the grievance of the Workman that some right which has flown from the settlement in favour of the Workman has been denied by the bank Management. Therefore, I do not find any ground, let alone substantial ground, to grant the kind of relief sought for by the Workman. Writ Petition fails and is accordingly dismissed. No costs."

10. Hence, the Workman's claim was held misconceived. Furthermore, if the panels were not allowed to lapse, it

would undermine open recruitment processes, violating constitutional rights of other eligible candidates under Articles 14 and 16 of the Constitution as well as contrary to the settlements.

11. Similarly placed ex-temporary employees approached the High Court via WP No. 9206/1995. Though allowed by the Single Judge, the Division Bench reversed the decision in WA No. 86/1998. The Supreme Court subsequently dismissed SLP Nos. 11886-11888/1998, making the original judgment irrelevant.

12. The Workman (WW1) filed and relied on documents Ex.W1 to W34, including appointment letters, interview letters, and service certificates showing employment across various periods. The Respondent examined MW1, Sri Alluru Rama Rao, and produced 12 documents (Ex.M1–M12), including all five settlements, panel details, and judgments of the Hon'ble High Court and Supreme Court, conclusively supporting the Bank's position.

13. The Workman also cited various judicial precedents which shall be addressed in the relevant portion of this Award.

14. Heard the argument of Learned Counsel for Workman as well as for Respondent.

15. On the basis of pleadings and submissions made by the Learned Counsel for both the parties, following points arise for determination in the industrial dispute :-

- I. Whether the action of State Bank of India, Local Head Office, Hyderabad in terminating the services of Workman Sri K. Devender, a Temporary/Non-Messenger with effect from 31.3.1997 is justified?
- II. To what relief if any the Workman is entitled for?

Findings:-

16. **Issue No.I:-** The Workman alleged that Respondent has terminated his services by oral order on 31.3.1997 without issuing any notice or paying any salary or compensation in lieu thereof illegally. Further, he alleges that he has been terminated from service in violation of provision contained under Section 25 F of I.D. Act, 1947 and same is liable to be set aside.

17. On the other hand, Respondent counsel contended that Workman has not worked continuously for 240 days in any preceding calendar year and reference of the industrial dispute is not maintainable. Before examining the claim of the Workman on merit it would be apposite to have a glance on the relevant provision pertaining to retrenchment of workman under I.D. Act, 1947.

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;"

In view of the definition of retrenchment, perused the record. The Workman claims that he had been terminated from the service of the Respondent in contravention of the provision of ID Act. The case of the Workman does not fall in any exclusive clause of section 2(oo). Therefore, he is included in the category of retrenchment as defined under section 2(oo) of the I.D.Act, 1947.

Section 25F provides:-

Conditions precedent to retrenchment of workmen.- No Workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

(a) the Workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the Workman has been paid in lieu of such notice, wages for the period of the notice;

(b) the Workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette].

Compensation to workmen in case of transfer of undertakings.

Section 25B defines the term continuous service which provides

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 authorized leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the Workman;

(2) where a Workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer--

(a) for a period of one year, if the Workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than--

(i) one hundred and ninety days in the case of a Workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case;

Thus, in view of the above provision, Workman has to prove that he had worked with Respondent continuously for 240 days uninterruptedly in 12 months of a calendar year just preceding from date of his termination i.e., 31.3.1997. It is settled law that the initial burden of proof to prove the fact of 240 days of service in the 12 months of a calendar year just preceding from the date of termination, lies upon the Workman and he is duty bound to prove this factum by adducing oral as well as documentary evidence in support of his claim.

As regard burden of proof and calculation of 240 continuous working days, following decisions of Hon'ble Supreme Court are relevant as discussed here under:-

In Rajasthan State Ganganagar S. Mills Ltd. v. State of Rajasthan and Anr. (2004) Apex Court held:

"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 worked for 240 days in the year preceding the date of his termination. He has filed an affidavit. It is statement which is in his favor 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 held that the Workman had worked for 240 days as claimed."

In Municipal Corporation, Faridabad v. Siri Niwas (2004 (8) SCC 195), held "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 paragraph 11 as follows: "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 .."

In the case of Manager, RBI, Bangalore vs. S Mani (2005) SCC Page 100, the 3 Judges Bench of the Apex Court held that "the initial burden of proof was on the Workman to show that he had completed 240 days of service."

Hon'ble Apex Court in the case of Mohan Lal vs Management BEL 1981 SCC page 225 has laid down the principle that how to count 240 days of service within one year it is held: "Clause (2)(a) provides for a fiction to treat a Workman in continuous service for a period of one year despite the fact that he has not rendered uninterrupted service for a period of one year but he has rendered period of 240 days during the period of 12 calendar service for months counting backwards and just preceding the relevant date being the date of retrenchment. In other words, in order to invoke the fiction enacted in clause (2)(a) it is necessary to determine first the relevant date, i.e. the date of termination of service which is complained of as retrenchment. After that date is ascertained, move backward to a period of 12 months just preceding the date of retrenchment and then ascertain whether within the period of 12 months, the Workman has rendered service for a period of 240 days. If these three facts are affirmatively answered in favor of the Workman pursuant to the deeming fiction enacted in clause (2)(a) it will have to be assumed that the Workman is in continuous service for a period of one year and he will satisfy the eligibility qualification enacted in Section 25-F"

"14. We have already extracted section 25B since its amendment and the change in language is the legislative exposition of which note must be taken. In fact, we need not further dilate upon this aspect because in Surendra Kumar Verma and Ors. v. Central Government Industrial-cum-Labour Court, New Delhi and Anr., Chinnappa Reddy. J., after noticing the amendment and referring to the decision in Sur Enamel and Stamping Works (P) Ltd case, held as under:

"These changes brought about by Act 36 of 1964 appear to be clearly designed to provide that a Workman who has actually worked under the employer for not less than 240 days during a period of twelve months shall be deemed to have been in continuous service for a period of one year whether or not he has in fact been in such continuous service for a period of one year. It is enough that he has worked for 240 days in a period of 12 months, it is not necessary that he should have been in the service of the employer for one whole year."

In a concurring judgment Pathak J. agreed with this interpretation of section 25B(2). Therefore, both on principle and on precedent it must be held that section 25B(2) comprehends a situation where a Workman is not in employment for a period of 12 calendar months, but has rendered service for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date, i.e. the date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of section 25B and Chapter VA.”

18. Thus, in view of the law laid down by Hon'ble Apex Court as discussed above in respect of calculating the 240 days continuous service by workman as per provision under Section 25-F read with Section 25-B of the I.D. Act, 1947, we have to examine whether Workman herein has discharged his initial burden of proof in respect of his claim of 240 days continuous service in a calendar year just preceding from the date of his termination i.e., 31.3.1997 by his evidence.

19. In order to corroborate the averments made in claim statement, Petitioner has examined himself as WW1 and in his oral testimony WW1 has stated that he joined the service of Respondent at Kalher Branch, Hyderabad on 13.8.1987 as a Messenger and worked continuously in various branches depending upon the availability of work and also as per the orders of bank officers till 31.3.1997. Further WW1 states that his last drawn salary was Rs.2900/- per month. WW1 states that the Respondent has not given any advance notice to him before his termination and has not obtained prior permission from central government for his retrenchment and Respondent has not given him any order of termination. Further, WW1 states that he had worked at Kalher branch of the Respondent and Ex.W5 is the certificate. Further, WW1 states that he worked at Kalher branch, Zaheerabad branch, Narayanakhed ADB branch, Charminar branch, Industrial Finance branch, Somajiguda branch, Hyderabad and service certificates are Ex.W5, W6, W13, W30, W31 and W32. Witness testifies that Ex. W7, W8, W9, W10, W11, W12, W14, W15, W16, W17, W18, W22, W23, W25, W26, W27, W28 and W29 are the appointment orders to show that Petitioner worked at different branches of the Respondent Bank. Ex.W21 is the panel list showing his name in the panel for adsorption. The service certificates are the proof that Petitioner had worked in the branches of Respondent management in different spells.

20. Further WW1 states that he worked for more than 240 days continuously in three separate spells in one year period of time and he worked for 184 days continuously during the period from April, 1995 to November, 1995, Ex.W30 is the certificate in this regard. He worked for 180 days continuously in another spell from March, 1996 to October, 1996 at Charminar branch and Ex.W31 is the concerned certificate. Lastly he had worked for 131 days from November, 1996 to March, 1997. Further, WW1 states that there were no complaints against him from any customers or officers of the Respondent throughout the period of his service. This Witness was cross examined by the Respondent counsel and in his cross examination the WW1 states that he was given appointment as a sweeper cum water boy on temporary basis on 13.8.87 for a period of 85 days. Further, witness states that he was not sponsored by any employment exchange. Further, witness states that he did not work continuously and he used to work depending upon availability of work in the bank. Further, in reply to the question put by the Respondent counsel in cross examination, WW1 states that it is true that he did not work for 240 days in any year in his service and he has not filed originals of Ex.W5, W6, W13, W30, W31 and W32. Further, witness states that it is not true to say that he never worked for 240 days in any year in his service as stated by him.

21. The documents filed by the Petitioner in support of his claim i.e., Ex.W5, W6, W13, W30, W31 and W32 are the service certificates issued by the Respondent branch bank to the Petitioner with regard to certify the working days of the Petitioner as temporary messenger in different branches of the Respondent bank for the period from August, 1987 upto 31.3.1997. The genuineness of these documents has not been challenged by the Respondent in his counter. Further, Ex.W20 is the letter dated 7.10.1991 intimation letter issued by the Respondent regarding the selection of suitable candidates on the permanent basis and name of the Petitioner Sri K. Devender has been mentioned and EX.W21 is the list wherein name of the Petitioner included along with other candidates. Thus, these documents goes to show that after interview conducted by the Respondent Petitioner's name was empanelled for the appointment to permanent post subject to availability of vacancy in the bank.

22. Ex. W4 is the appointment letter dated 24.8.87 which goes to show that Petitioner was appointed as a temporary messenger at the office of the Respondent for a period of 85 days commencing from 13.8.87 on the 1/3rd salary and allowances subject to the terms as mentioned in the letter. As per the terms in the appointment letter the appointment of the Petitioner was purely temporary one for the period specified therein and he may be terminated at the discretion of the bank without assigning any reason and unless the employment is extended by written order, will come to an end on the expiry of the said term. Further, as per the terms and conditions of the said letter temporary appointment of the Petitioner has been made on account of sudden exigencies and that will not confer any right to Petitioner to claim for absorption in the bank's establishment in any category. Further, Ex.W6 is the letter dated 16.1.1989 issued by Respondent for appointment of Petitioner as a temporary messenger from 16.1.1989 to 31.1.1989 and similar conditions were mentioned therein. Further, Ex.W7 is the letter dated 1.2.1989 issued by Respondent for

appointment of Petitioner as a temporary messenger from 1.2.1989 to 28.2.1989 and similar conditions were mentioned therein. Further, Ex.W8 is the letter dated 1.3.1989 issued by Respondent for appointment of Petitioner as a temporary messenger from 1.3.1989 to 31.3.1989 and similar conditions were mentioned therein. Further, Ex.W9 is the letter dated 31.3.1989 issued by Respondent for appointment of Petitioner as a temporary messenger from 1.4.1989 to 5.4.1989 and similar conditions were mentioned therein. Further, Ex.W10 is the appointment letter dated 29.5.1989 for appointment in the Respondent branch as sweeper cum water boy for the period from 29.5.1989 to 7.6.1989 for salary of Rs.430/-per month, with the same terms and conditions. Similarly Ex.W11 is a service certificate issued by the Respondent to Petitioner who worked as a temporary messenger for a period of 75 days i.e., from 16.1.89 to 31.1.89 (16 days), 1.2.89 to 28.2.89 (28 days), and from 1.3.89 to 31.3.89 (31 days). Ex.W12 is the interview call letter dated 5.7.89. Ex.W13 is again a service certificate issued by Respondent bank to WW1 dated 9.1.89 for the period from 13.8.87 to 5.11.87 (85 days). Further, Ex.W14 is the letter dated 15.1.90 issued by Respondent for appointment of Petitioner as a temporary messenger from 1.4.1989 to 5.4.1989 and similar conditions were mentioned therein. Ex.W15 is the letter dated 1.2.90 issued by Respondent for appointment of Petitioner as a temporary P/T sweeper from 1.2.90 to 24.2.90 and similar conditions were mentioned therein. Further, Ex.W16 is the letter dated 1.3.90 issued by Respondent for appointment of Petitioner as a temporary messenger from 1.3.90 to 7.3.90 and similar conditions were mentioned therein. Ex.W17 is the letter dated 15.3.90 issued by Respondent for appointment of Petitioner as a temporary messenger from 15.3.90 to 29.3.90 and similar conditions were mentioned therein. Ex.W18 is the letter dated 9.4.90 issued by Respondent for appointment of Petitioner as a temporary messenger from 9.4.90 to 12.4.90 and similar conditions were mentioned therein. Ex.W19 is the letter regarding absorption of temporary employees in the bank dated 6.5.91. Ex.W20 is the intimation received by WW1 regarding his selection and empanelment dated 7.10.91. Further, Ex.W21 is the panel list. Ex.W22 is the letter dated 10.10.91 issued by Respondent for appointment of Petitioner as a temporary part-time employee from 10.10.91 to 17.1.92 and conditions were mentioned therein. Ex.W23 is the letter dated 21.1.92 issued by Respondent for appointment of Petitioner as a temporary part-time employee from 21.1.92 to 25.4.92 and conditions were mentioned therein. Ex.W24 is the letter dated 30.3.92 issued to all branches by Respondent bank regarding subordinates temporary appointments. Further, Ex.W25 is the letter dated 5.4.93 issued by Respondent for appointment of Petitioner as a temporary part-time employee from 5.4.93 to 30.6.93 and conditions were mentioned therein. Ex.W26 is the termination letter dated 17.6.93. Ex.W27 is the letter dated 1.9.93 issued by Respondent for appointment of Petitioner as a temporary part-time employee from 1.9.93 to 30.11.93 and conditions were mentioned therein. Ex.W28 is the letter dated 1.12.93 issued by Respondent for appointment of Petitioner as a temporary part-time employee from 1.12.93 to 28.2.94 and conditions were mentioned therein. Ex.W29 is the service extension letter dated 1.3.94 for the period from 1.3.94 to 18.3.94. Ex.W30 is the service certificate dated 3.1.96 for the period from 24.4.95 to 18.11.95, for 184 days issued by Charminar branch of Respondent bank. Ex.W31 is another service certificate dated 4.4.97 for the period from 26.3.96 to 11.10.96 for 180 days, issued by Charminar branch of Respondent bank. Ex.W32 is also a service certificate dated 4.4.97 for the period from 18.11.96 to 31.3.97 for 131 days, issued by Industrial Finance branch of Respondent bank. Ex.W33 is a circular dated 27.3.97 issued directing to stop any further temporary appointments in all branches of Respondent bank. Ex.W34 is the failure report of conciliation proceedings dated 4.8.2000 issued by ALC(C), Hyderabad. The documents filed by the Petitioner pertaining to his appointment as a temporary messenger as well as his working days certificate as a temporary messenger in the Respondent branch, issued by Respondent goes to reveal that, Petitioner since his appointment as a temporary messenger had worked with Respondent bank from 1987 to March 1997 in different spells and last working days certificate Ex.W32 has been issued for 131 days. Thus, on the basis of the service certificates i.e., Ex.W31 and W32 filed by Petitioner in evidence, it can be gathered that Petitioner had worked for more than 240 days just preceding from the date of his termination i.e., 31.3.1997 in a calendar year. The working days of the Petitioner in the Respondent bank has been shown in chart given below on the basis of documents filed by him.

Month	Working days
April, 1996	30
May, 1996	30{12+18}
June, 1996	27{9+18}
July, 1996	29{7+22}
August, 1996	17{4+1+1+7+5}
September, 1996	29 (16+13)
October, 1996	11
November, 1996	13
December, 1996	31

January, 1997	31
February, 1997	28
March, 1997	28 (23+5)

Thus, sum of working days as shown in the above table is 304 days which is more than 240 working days as required under the provision of section 25F of the ID Act for continuous service.

23. However, Learned Counsel for Respondent bank has contended that the Petitioner has not worked continuously for 240 days in a calendar year with the Respondent and protection from termination is not available to Petitioner as per provision under section 25 F of I.D. Act, 1947. On going oral and documentary evidence available on record it manifest that Respondent had engaged the Petitioner as a temporary messenger in different spells as mentioned in his appointment letter during the total period of about 10 years. We may conclude from the documents filed in evidence on record, that the Respondent has created artificial breaks in the working days of the Petitioner in order to deprive him from completing 240 days of continuous service and in order to defeat social security provision under the I.D. Act, 1947. Moreover, Petitioner has been regularly engaged during the long period of 10 years by the Respondent as a temporary messenger and has created artificial breaks of few days or more in his engagement as employee. The conduct of Respondent in creating artificial breaks in engagement of workers is nothing but unfair labour practice adopted by Respondent in order to deprive the Petitioner from entitlement of any benefits of social security under the provision of I.D. Act, 1947. Thus, it can safely be concluded that Respondent with malafide intention has deliberately created artificial break in the employment of the Petitioner as a temporary messenger.

24. Thus, in view of the fore gone discussion and on going documentary and oral evidence on record I am of the view that the Workman had worked for 240 days continuously in 12 months of calendar year just preceding from the date of his termination i.e., 31.3.1997. Undisputedly, Respondent has not filed any document pertaining to the fact that 3 months notice was issued to the Petitioner as per provision contained under section 25N of the ID Act before termination of Petitioner for service by oral order w.e.f.1.4.1997. Further, there is no evidence on record to the fact that Respondent has paid any amount toward compensation. Therefore, oral termination order of the Petitioner from employment issued by Respondent with effect from 1.4.1997 is in contravention of provision contained under section 25N of the I.D. Act, 1947 and hence not sustainable in the eye of law.

In the case of **Shankar Bhimrao Kadam and others Vs. Tata Mototrs Limited, Bombay High Court** in its decision dated 28.2.2022 in Writ Petition No.5588 of 2017 have held:-

"52. I have independently assessed the entire oral and documentary evidence adduced before the Labour Court in these cases and upon analysis of the same, I have come to a firm conclusion that in hundreds of cases, the present Respondent has created a farcical picture by posing that the work allotted to the temporaries was limited only to the maximum extent of 7 months. As discussed above, the dedicated department for engagement of temporary workers, apparently kept a close watch on the duration of employment of these Petitioners and in a case like Balu Bapuji Shelke, who had put in 232 days in his first round and 238 days in his third round, his service was abruptly intercepted and he was disengaged. He had almost reached the figure of 240 days and was thrown out, after completing 238 days. This indicates that the Respondent-management has created an eye-wash and paper-work with the intention of creating evidence that no worker had completed 240 days. Even in Sunil Pralhad Khomane (supra), the learned judge of this court, after analyzing the entire evidence before him, concluded that the company has apparently misused Section 2(oo)(bb). For the reasons assigned by me and my esteemed brother in Sunil (supra), I find that the said conclusion was justified and in all these cases in hands, Section 2(oo)(bb) will not be applicable. To hold otherwise, would create a mockery of Section 2(oo)(bb).

58. It cannot be ignored from the various rounds of temporary employments of these temporaries that after one disengagement, they used to look forward for the next appointment order. As expected, they used to receive such appointment orders. They used to perform their duties not only till the tenure mentioned in the appointment order was completed, but even upto reaching any duration between 225 days to 238 days in one single stint of temporary employment. None of the temporaries in such cases, ever received an appointment order that a particular temporary would work for 238 days or 236 days, etc. The maximum tenure was an appointment for 7 months. This was not the pattern followed in Mahindra & Mahindra Ltd., Nagpur (supra), inasmuch, as it was noticed by this court in the said case that the workers used to work in other factories during their disengagement and had actually approached the Industrial Court after about 9 to 23 years."

Similarly, in the present case Respondent has issued number of appointment letters to engage the Workman for the work in different spells for his employment in its branches. The practice of Respondent management of issuance of the appointment letters in different spells for this engagement of the Petitioner Workman during the whole period for more than ten years clearly manifest that Respondent management has adopted unfair labour practice in order to deprive the Workman from availing social security benefits accruing to him under the provision of Industrial Disputes Act, 1947.

25. Further, the Petitioner in support of his claim has also examined Sri K. Ramanjaneyulu as witness WW2 and the witness in his chief statement has stated that the Petitioner was terminated from the service by oral order of the Respondent on 31.3.1997. Witness further states that though work was available the Respondent employed new persons and terminated the services of the Petitioner. Thus, this witness WW2 has also corroborated the averments made by the Petitioner. This WW2 was cross examined but nothing is elicited to discredit the testimony of this witness or to make the witness unbelievable. Thus, the averments of the Petitioner also corroborated by the Statement of WW2.

26. On the other hand, Respondent in evidence has examined MW1 witness Sri Aluru Rama Rao who has reiterated the contention made in the counter regarding engagement of working days of the Workman. He has stated that there is a procedure for appointment of messengers/non-messengers in the bank on regular basis. Petitioner was not sponsored by any employment exchange. He did not undergo the regular process of selection required for appointment as a regular messenger. The Petitioner has not worked for 240 days in any year in his entire temporary service in the bank. The Petitioner and other temporary employees were not terminated from service by the bank. The vacancies were filled up on regular basis with the temporary employees from the panels and these panels were expired in terms of the settlements so reached and there were no vacancies to absorb such employees. Further, this witness was cross examined by the Petitioner Counsel and in his cross examination witness MW1 states that he do not know the Petitioner individually and he did not give any appointment order either temporarily casually or whatever it is in the capacity of Personnel Officer Zonal office, Hyderabad module. Further, witness states in cross examination that since they are casual and temporary Workers they were not appointed after 31.3.1997 as all available vacancies were filled in by that time with the available panels. As there were no available vacancies and the panels were lapsed hence, the bank could not absorb any of these people in a regular basis. The Learned Counsel for Respondent has further contended that the Petitioner witness WW1 in his statement has admitted that he has not completed 240 days in any year therefore his termination from employment is not in contravention of the provision of section 25 F.

27. Perused the record. Petitioner witness WW1 in his statement in chief has categorically stated that he had worked for more than 240 days continuously in 3 separate spells in a period of one year. He had worked continuously for 184 days and 180 days respectively during the period from 24.4.95 to 18.11.95 and from 26.3.96 to 11.10.96 in Charminar branch. Lastly, he worked for 131 days continuously during the period from 18.11.96 to 31.3.97 in Industrial Finance branch. Whereas in the cross examination witness WW1 stood firm in respect of his statement given in chief examination. However, at one place in cross examination in reply to the question he had given the statement that it is true that he did not work for 240 days in any year. But in the suggestions given by Respondent counsel witness has stated that it is not true to say that he had never worked for 240 days in any year as stated by him. It is settled law that the statement of any witness cannot be read in isolation and the whole statement has to be taken into consideration while appreciating the evidence in the case. Whereas the claim of the Petitioner that he had worked for more than 240 days in a calendar year with the Respondent is fully corroborated by oral and documentary evidence produced by the Petitioner. Therefore, the contention of the Respondent in view of the above is not tenable. Further, documents filed by the Petitioner in evidence goes to reveal that during the period from 1987 upto the date of his termination i.e., 31.3.1997 workman had been engaged by Respondent for the work on number of times with the breaks, that goes to manifest that there was the work available in the Respondent bank and also need of engagement of the Workman. Therefore, the Workman was engaged by Respondent management on number of times during the long period of more than 10 years and artificial breaks in the employment of Petitioner has been created by the Respondent intentionally and deliberately in order to deprive the workman from the social security benefit provided under the ID Act. Therefore, in view of the above, the contention of the Respondent is not tenable.

Respondent has cited number of decisions of Hon'ble Apex Court and Hon'ble High Courts which are being discussed as hereunder:-

In the case of **Bholaram vs. PO, Labour Court Ambala & ors CWP No.4784/2010** dated 2.6.2011, of Hon'ble High Court of Punjab & Haryana, wherein Hon'ble High Court have held that Petitioner is directed to be reinstated in the service with 50% of back wages.

Further, in the case of **Kuldeep Singh vs. G.M., Instrument Design D & F., DOD, dated 3.12.2010**, the facts of the case are that the Petitioner Kuldeep, the workman was appointed as a Data Entry Operator on daily wages on 8.10.1990 and he worked as such till 28.11.1991 and thereafter on adhoc basis and worked upto 26.5.1992 without any break when his services were terminated by the employer. The Respondent management, according to Petitioner, no notice or compensation in lieu thereof, was given for terminating his services though he had worked for 240 days in the preceding 12 months. In that case Hon'ble Supreme Court have held that the management has terminated the services of the Petitioner workman without complying the provision of Sec.25F of the I.D.Act, 1947 and the said order is illegal, null and void deserves to be set aside, and ordered reinstatement of the Appellant workman with consequential service benefits without back wages within a period of eight weeks.

Further, in the case of **State of Karnataka vs. Uma Devi Civil Appeal No.3595-3612 of 1990 dated 10.4.2006**, therein Constitutional Bench of Hon'ble Supreme Court have held,

“15. We have already indicated the constitutional scheme of public employment in this country, and the executive, or for that matter the Court, in appropriate cases, would have only the right to regularize an appointment made after following the due procedure, even though a non-fundamental element of that process or procedure has not been followed. This right of the executive and that of the court, would not extend to the executive or the court being in a position to direct that an appointment made in clear violation of the constitutional scheme, and the statutory rules made in that behalf, can be treated as permanent or can be directed to be treated as permanent.

44. One aspect needs to be clarified. There may be cases where irregular appointments (not illegal appointments) as explained in S.V.NARAYANAPPA (supra), R.N. NANJUNDAPPA (supra), and B.N. NAGARAJAN (supra), and referred to in paragraph 15 above, of duly qualified persons in duly sanctioned vacant posts might have been made and the employees have continued to work for ten years or more but without the intervention of orders of courts or of tribunals. The question of regularization of the services of such employees may have to be considered on merits in the light of the principles settled by this Court in the cases above referred to and in the light of this judgment. In that context, the Union of India, the State Governments and their instrumentalities should take steps to regularize as a one time measure, the services of such irregularly appointed, who have worked for ten years or more in duly sanctioned posts but not under cover of orders of courts or of tribunals and should further ensure that regular recruitments are undertaken to fill those vacant sanctioned posts that require to be filled up, in cases where temporary employees or daily wagers are being now employed. The process must be set in motion within six months from this date. We also clarify that regularization, if any already made, but not subjudice, need not be reopened based on this judgment, but there should be no further by-passing of the constitutional requirement and regularizing or making permanent, those not duly appointed as per the constitutional scheme.”

Thus, in the above cited decision Hon'ble Apex Court has laid down guidelines for deciding the question of regularization of the services of the employees. Further, as regard other decisions of Hon'ble Court filed by the Petitioner in support of his argument, therein, the Hon'ble Supreme Court has laid down the principle that the termination of the employee in contravention of the provision of Sec.25F of I.D. Act, 1947 is illegal and null and void and liable to be set aside.

Moreover, Hon'ble Supreme Court in the case of **Anoop Sharma vs. Exec. Engineer Public Health Division dated 9.4.2010, Civil Appeal No.3478 of 2010** have held:-

“15. In State Bank of India v. N. Sundara Money (supra), the Court emphasised that the workman cannot be retrenched without payment, at the time of retrenchment, compensation computed in terms of Section 25-F(b).

16. The legal position has been beautifully summed up in Pramod Jha v. State of Bihar (supra) in the following words:

“The underlying object of Section 25-F is twofold. Firstly, a retrenched employee must have one month's time available at his disposal to search for alternate employment, and so, either he should be given one month's notice of the proposed termination or he should be paid wages for the notice period. Secondly, the workman must be paid retrenchment compensation at the time of retrenchment, or before, so that once having been retrenched there should be no need for him to go to his employer demanding retrenchment compensation and the compensation so paid is not only a reward earned for his previous services rendered to the employer but is also a sustenance to the worker for the period which may be spent in searching for another employment. Section 25-F nowhere speaks of the retrenchment compensation being paid or tendered to the worker along with one month's notice; on the contrary, clause (b) expressly provides for the payment of compensation being made at the time of retrenchment and by implication it would be permissible to pay the same before retrenchment. Payment or tender of compensation after the time when the retrenchment has taken effect would vitiate the retrenchment and non-compliance with the mandatory provision which has a beneficial purpose and a public policy behind it would result in nullifying the retrenchment.

17. If the workman is retrenched by an oral order or communication or he is simply asked not to come for duty, the employer will be required to lead tangible and substantive evidence to prove compliance of Clauses (a) and (b) of Section 25-F of the Act.”

Thus, in view of the fore gone discussion and principle laid down by the Hon'ble Apex Court as discussed above, we arrive at conclusion that services of workman has been terminated by the Respondent in violation of provision of I.D. Act, 1947 and hence not sustainable in the eye of law.

Therefore, Issue No.I is answered in favour of the Workman and against the Respondent.

28. Issue No.II:- In view of the discussion and finding given at Issue No. I, it is established that the Workman had worked for more than 240 days in a calendar year just preceding from the date of termination. Respondent has not issued any notice under Sec.25 N of I.D.Act, 1947 before termination of workman and has not paid any

compensation as per provision contained under Sec.25 F of the I.D.Act, 1947. Therefore, the termination of Petitioner from service vide oral order dated 31.3.1997 by the Respondent is in contravention of the provision contained under Section 25-F of the I.D. Act, 1947 and is illegal and not justified and liable to be set aside.

29. Now, let us see whether workman is entitled for reinstatement in the service or for any other relief.

In this context the reference of decision of Hon'ble Supreme Court is relevant. In **Ashok Kumar Sharma Vs. Oberoi flight Services AIR 2010 SCC page 502** Hon'ble Supreme Court have held:-

8. In the case of *Sita Ram V. Moti Lal Nehru Farmers Training Institute*² this Court considered the matter thus:

"21. The question, which, however, falls for our consideration is as to whether the Labour Court was justified in awarding reinstatement of the appellants in service.

22. Keeping in view the period during which the services were rendered by the Respondent (sic appellants); the fact that the Respondent had stopped its operation of bee farming, and the services of the appellants were terminated in December 1996, we are of the opinion that it is not a fit case where the appellants could have been directed to be reinstated in service.

23. Indisputably, the Industrial Court, exercises a discretionary jurisdiction, but such discretion is required to be exercised judiciously. Relevant factors therefor were required to be taken into consideration; the nature of appointment, the period of appointment, the availability of the job, etc. should weigh with the court for determination of such an issue.

24. This Court in a large number of decisions opined that payment of adequate amount of compensation in place of a direction to be reinstated in service in cases of this nature would subserve the ends of justice. (See *Jaipur Development Authority v. Ramsahai* [(2006) 11 SCC 684], *M.P. Admn. v. Tribhuban* [(2007) 9 SCC 748] and *Uttaranchal Forest Development Corpn. v. M.C. Joshi* [(2007) 9 SCC 353])

25. Having regard to the facts and circumstances of this case, we are of the opinion that payment of a sum of Rs. 1,00,000 to each of the appellants, would meet the ends of justice. This appeal is allowed to the aforementioned extent. In the facts and circumstances of this case, there shall be no order as to costs."

9. The afore-referred two decisions of this Court and few more decisions were considered by us in the case of *Jagbir JT 2008 (3)SC622 Singh V. Haryana State Agriculture Marketing Board*³ albeit in the context of retrenchment of a daily wager in violation of section 25F of Industrial Disputes Act who had worked for more than 240 days in a year and we observed thus:

"7. It is true that earlier view of this Court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back wages would ordinarily follow. However, in recent past, there has been a shift in the legal position and in long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention to the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice."

Further, in the case of **State of Himachal Pradesh vs. Suresh Kumar Verma & anr. 1996 AIR 1565, three Judge Bench of Hon'ble Apex Court** have held:-

"It is settled law that having made rules of recruitment to various services under the State or to a class of posts under the State, the State is bound to follow the same and to have the selection of the candidates made as per recruitment rules and appointments shall be made accordingly. From the date of discharging the duties attached to the post the incumbent becomes a member of the services. Appointment on daily wage basis is not an appointment to a post according to the Rules.

It is seen that the project in which the Respondents were engaged had come to an end and that, therefore, they have necessarily been terminated for want of work. The Court cannot give any directions to re-engage them in any other work or appoint them against existing vacancies. Otherwise, the judicial process would become other mode of recruitment de hors the rules.

Mr. Mahabir Singh, learned counsel for the Respondents contended that there was an admission in the counter affidavit filed in the High Court that there were vacancies and that, therefore, the Respondents are entitled to be continued in service. We do not agree with the contention. The vacancies require to be filled up in accordance with the rules and all the candidates who would otherwise eligible are entitled to apply for when recruitment is made and seek consideration of their claims on merit according to the Rules for direct recruitment along with all the eligible candidates. The appointment on daily wages cannot be a conduct pipe for regular appointments which would be a back-door entry, detrimental to the efficiency of service and would breed seeds of nepotism

and corruption. It is equally settled law that even for Class IV employees recruitment according to rules is a pre-condition. Only work-charged employees who perform the duties of transitory nature are appointed not to a post but are required to perform the work of transitory and urgent nature so long as the work exists. One temporary employee cannot be replaced by another temporary employee."

Thus, in view of the law laid down by the Hon'ble Apex Court as discussed above in the matter at hand, the Workman has been terminated long back in the year 1997 from the service by the Respondent in contravention of the provision contained under Section 25-F. He was working as a temporary messenger and had not worked against a regular permanent or sanctioned post. Moreover, a period of 25 years has already been elapsed since termination of Petitioner from Respondent service. As per record, Petitioner had worked as temporary workman for a period of 10 years i.e., from 1987 to 1997 in the Respondent employment in different spells. Therefore, keeping in view the nature of appointment and period of his employment and in the facts and circumstances of the case the award of compensation instead of direction for reinstatement in the service would be appropriate relief and that will subserve the end of justice. Thus, in view of the above the Workman in this case is entitled for compensation instead of direction for reinstatement into service.

30. Now question arises how much compensation would meet ends of justice. In view of the circumstances of the case, Workman has served in the service of the Respondent management from 1987 to 1997 in different spells and has also gone under physical and mental agony during long period of litigation for more than 24 years at different levels. In the opinion of the court payment of a sum of Rs.2,00,000/- as lumpsum compensation to the Workman would meet the ends of justice. Therefore, the claim statement is partly allowed.

31. However, the learned counsel for Petitioner has also argued that the Petitioner Workman is entitled for regularization in the employment of the Respondent management on the basis of his empanelment in the waiting list for regularization. Therefore the Petitioner is entitled for regularization in the service of the management.

32. Perused the record. Petitioner has filed the claim statement with the averment that Petitioner had worked in the Respondent bank in different spells from 13th August 1987 till 31st March 1997. But the Respondent has terminated his services without assigning any valid reason. Further it is alleged that Respondent has retained his juniors in his services and Respondent has failed to take prior permission from government for any retrenchment. In the claim statement there is no iota of the pleading regarding regularization of Petitioner in the service of the Respondent management. Further, in the relief clause of claim statement Petitioner has not mentioned prayer for the regularization in the Respondent employment. The relief clause of the claim statement reads out as hereunder:-

"I, therefore pray that this Hon'ble Court may be pleased to pass an award granting me the relief of reinstatement with full back wages, continuity of service, and all other attendant benefits including damages, compensation and costs of the case etc., in the circumstances of the case."

Thus, in the absence of any pleading and evidence in support of Petitioner's claim of regularization in the employment of Respondent the plea in respect of regularization is not maintainable.

In this context I would like to make reference of the decision of Supreme Court in the case of **Ram Sarup Gupta(dead) by LRs v. Bishun Narain Inter College and others 1987 AIR 1242**. In this case Hon'ble Supreme Court have held:-

"It is well settled that in the absence of pleading, evidence, if any, produced by the parties cannot be considered. It is also equally settled that no party should be permitted to travel beyond its pleading and that all necessary and material facts should be pleaded by the party in support of the case setup by it. The object and purpose of pleading is to enable the advisory party to know the case it has to meet. In order to have a fair trial it is imperative that the party should state the essential material facts so that other party may not be taken by surprise."

Hon'ble Supreme Court in several decisions have reiterated that evidence not supported by the pleadings is not generally admissible. Therefore, in view of law laid down by Hon'ble Apex Court the evidence presented by WW1 in respect of the claim of regularization in the employment is not admissible as there is no pleading in the claim statement of the Petitioner to this effect. Therefore, in view of the above, the plea regarding regularization is not tenable.

This issue is answered accordingly.

AWARD

The action of the management of State Bank of India, Local Head Office, Hyderabad in terminating the services of Sri K. Devneder, Temporary Messenger, with effect from 31.3.1997 is held not justified. Therefore, termination order dated 31.3.1997 is hereby set aside. Respondent is directed to pay compensation of Rs.2,00,000/- to the workman within two months from the date of receipt of this award. Reference is answered accordingly.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 24th day of July, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

WW1: Sri K. Devender

WW2: Sri K. Ramanjaneyulu

Witnesses examined for the
Respondent

MW1: Sri Aluru Rama Rao

Documents marked for the Petitioner

- Ex.W1: Photocopy of transfer certificate
Ex.W2: Photocopy of residential certificate
Ex.W3: Photocopy of caste certificate
Ex.W4: Photocopy of appointment lr. of Petitioner as temporary messenger dt.24.8.87
Ex.W5: Photocopy of service certificate dt. 3.5.89
Ex.W6: Photocopy of Service certificate dt.16.1.89
Ex.W7: Photocopy of appointment lr. of Petitioner as temporary messenger dt.1.2.89
Ex.W8: Photocopy of appointment lr. of Petitioner as temporary messenger dt. 1.3.89
Ex.W9: Photocopy of appointment lr. of Petitioner as temporary messenger dt.31.3.89
Ex.W10: Photocopy of appointment lr. of Petitioner as temporary messenger dt.29.5.89
Ex.W11: Photocopy of appointment lr. of Petitioner as temporary messenger dt.4.5.89
Ex.W12: Photocopy of interview call letter
Ex.W13: Photocopy of Service certificate dt.9.1.89
Ex.W14: Photocopy of appointment lr. of Petitioner as temporary messenger dt.15.1.90
Ex.W15: Photocopy of appointment lr. of Petitioner as temporary messenger dt.1.2.90
Ex.W16: Photocopy of appointment lr. of Petitioner as temporary messenger dt. 1.3.90
Ex.W17: Photocopy of appointment lr. of Petitioner as temporary messenger dt. 15.3.90
Ex.W18: Photocopy of appointment lr. of Petitioner as temporary messenger dt.9.4.90
Ex.W19: Photocopy of selection information letter
Ex.W20: Photocopy of information reg. empanelment of Petitioner
Ex.W21: Photocopy of panel list
Ex.W22: Photocopy of appointment lr. of Petitioner as temporary messenger dt.10.10.91
Ex.W23: Photocopy of appointment lr. of Petitioner as temporary messenger dt.21.1.92
Ex.W24: Photocopy of lr. reg. panel workers
Ex.W25: Photocopy of appointment lr. of Petitioner as temporary messenger dt. 5.4.93
Ex.W26: Photocopy of appointment lr. of Petitioner as temporary messenger dt.17.6.93
Ex.W27: Photocopy of appointment lr. of Petitioner as temporary messenger dt.1.9.93
Ex.W28: Photocopy of appointment lr. of Petitioner as temporary messenger dt.1.12.93
Ex.W29: Photocopy of appointment lr. of Petitioner as temporary messenger dt.1.3.94
Ex.W30: Photocopy of Service certificate dt.3.1.96
Ex.W31: Photocopy of Service certificate dt.4.4.97
Ex.W32: Photocopy of Service certificate dt.4.4.97

- Ex.W33: Photocopy of circular dt.27.3.97
 Ex.W34: Photocopy of failure report of ALC(C) to GOI

Documents marked for the Respondent

- Ex.M1: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.17.11.87
 Ex.M2: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.16.7.88
 Ex.M3: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.27.10.1988
 Ex.M4: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.9.1.1991
 Ex.M5: Photocopy of conciliation proceedings before the Regional Labour Commissioner(C) dt.9.6.1995
 Ex.M6: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.30.7.1996
 Ex.M7: Photocopy of Memorandum of understanding dt. 27.1.1997
 Ex.M8: Photocopy of statements giving the particulars of 1989 messenger panel.
 Ex.M9: Photocopy of statement of 1989 Non-messenger panel
 Ex.M10: Photocopy of statement of 1992 panel
 Ex.M11: Photocopy of order of Hon'ble High Court in WA No.86/98 dt. 1.5.98
 Ex.M12: Photocopy of order in SLP No.11886-11888 of 1998 dated 10.8.98

नई दिल्ली, 10 अक्टूबर, 2025

का.आ. 1807.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचाट (210/2001) प्रकाशित करती है।

[सं. एल – 12012/82/2001- आई आर (बी -I)]

सलोनी, उप निदेशक

New Delhi, the 10th October, 2025

S.O. 1807.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 210/2001) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of State Bank of India their workmen.

[No. L-12012/82/2001- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT
HYDERABAD**

Present: **Sri IRFAN QAMAR**

Presiding Officer

Dated the 21st day of July, 2025

INDUSTRIAL DISPUTE No. 210/2001

Between:

Sri B. Anantha Reddy,

D.No.8-2-561/A/4, Doodhkhana Basti,

Rd.No.7, Banzara Hills,

Hyderabad.

... Petitioner

And

The Assistant General Manager,

State Bank of India,

(Personnel & HRD Department)

Local Head Office,

Bank Street, Koti,

Hyderabad – 500 095.

.....Respondent

Appearances:

For the Petitioner : Sri M. Rangaiah, Advocate

For the Respondent: Sri Y. Ranjeeth Reddy, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/82/2001-IR(B.I) dated 7.9.2001 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 requiring this forum to decide the question:

SCHEDULE

“Whether the action of the management of State Bank of India, Local Head Office, Hyderabad in terminating the services of Sri B. Anatha Reddy, Temporary/Non-Messenger, SBI with effect from 31.3.1997 is justified or not? If not, what relief the applicant is entitled?”

After receipt of the reference, it was numbered as ID No. 210/2001 and notices were issued to both the Workman and the management.

1. Before unfolding the factual matrix of the instant industrial dispute it would be apposite to have a bird eye view of a chequered history of the instant industrial dispute. Earlier instant industrial dispute along with the batch cases was decided by this Tribunal vide common award dated 17.5.2005 and the reference was answered in favour of the Respondent and against the Workman. That said common award dated 17.5.2005 was challenged by the aggrieved Workmen in various Writ petition No.6470/2014 along with batch of writ petitions before the Hon’ble High Court of Andhra Pradesh and Hon’ble High Court vide its’ judgement dated 23.6.2014 allowed all batch of writ petitions and set aside the common award dated 17.5.2005 passed in ID No.222 of 2001 and other batch of ID cases by Central Government Industrial Tribunal cum Labour Court, Hyderabad and the Respondent management of State Bank of India was directed to reengage the Writ Petitioners in position, which they have been occupying prior to their termination and further directed to consider their cases for regularization as and when the substantive vacancy arises. This judgement dated 23.6.2014 of Hon’ble High Court of AP, passed in WP No.6470/2014 and batch petitions was challenged by Respondent management before the Hon’ble High Court in Writ Appeal No. 1268 of 2014. The aforesaid Writ Appeals No.1268/2014 and other Writ Appeals were decided by Division Bench of High Court of Andhra Pradesh by a common judgement dated 20.3.2019. Hon’ble High Court in aforesaid Writ Appeal was pleased to pass the order which is extracted as below:-

“ 7. Hearing the learned senior counsel for the SBI and the learned senior counsel for the contesting unofficial Respondents, we see that while the learned single Judge was justified in setting aside the award of the Tribunal, the proper course to be adopted was to remit all the cases to the Tribunal. This we say for reasons more than one. Firstly, in such matters, claims have to be decided on individual basis, as different persons have different claims as to the length of officiation or discharge of duties and functions; quality of engagement, drawings, accounting of the post for each one of them, who have worked etc. All these issues will not be the same in all the cases. Therefore, each case ought to have been directed to be decided by the Tribunal afresh on individual basis. The second and most important aspect is the learned single Judge has in one go ordered re-employment of all the workmen. This is not a relief that could have been granted without answering the individual issues; each issue relating to each case could not have been decided by the writ Court within the format of its adjudication procedures and scope. The adjudicating body, which has to do that activity, is the Industrial Tribunal. Therefore, we are of the view that while we would sustain the order of the learned single Judge insofar

as it interfered and sets aside the award of the Tribunal, the further findings and directions, issued through the impugned order have to go and the individual cases have to be sent back for consideration of the Tribunal. Such further procedure before the Tribunal will have to be carried forward with the materials already on record and also by affording an opportunity to the persons, who have claims as well as the management to place their rival contentions and further material before the Tribunal. The learned counsel appearing for the workmen are justified in pointing out that enormous delay has already happened and further action by the Tribunal in this line may be expedited.

9. In the result, these writ appeals are ordered;

(1) affirming the impugned common order of the learned single Judge to the extent it sets aside the common award dated 17.05.2005 of the Industrial Tribunal;

(2) the further findings and directions issued through the impugned common order are vacated:

(3) all the matters shall be remitted to the Industrial Tribunal with a direction to dispose of them within an outer limit of five (5) months from the date of receipt of a copy of this order; and,

(4) the parties to make appearance before the Tribunal on the given date."

Thus, in view of the above direction of Hon'ble High Court of Andhra Pradesh in W.A.No.1268 of 2014 and batch cases. This Tribunal has taken up the matter of industrial dispute for hearing and deciding it afresh in view of the aforesaid guidelines laid down by the Hon'ble High Court in Writ Appeal No.1268/2014 vide judgement dated 20.3.2019.

2. The factual matrix of instant industrial dispute as narrated by the Workman in his claim statement is that the Petitioner herein was engaged by the Respondent Bank—State Bank of India—as a Non-Messenger (temporary employee) and continuously discharged his duties in that capacity from 2.12.1985 up to 1.4.1997, thereby rendering uninterrupted service for a period of approximately 11 (eleven) years. It is submitted that the Petitioner is hailing from a very poor family and he studied upto 10th class only and he discontinued the education due to poverty and financial problems. He joined the service of the Respondent bank at Hyderabad Public School branch on 2.12.1985 as a Messenger. He worked there upto 24.6.1986 for 86 days. It is submitted that the Respondent has called him for an interview during July, 1989 for absorption into the permanent employment. It is submitted that he was told that he was selected and that his name was included in the panel of workers. It is submitted that thereafter the Petitioner was provided with work at old M.L.A. quarters branch, Hyderabad during October, 1990 to March, 1991 for 180 days. Similarly he was provided with work for 6 days during April, 1991 at Amberpet branch, for 12 days during May, 1991 at New Mallepally branch and for 15 days at Service branch during June, 1991 and for 190 days at Industrial Finance branch, Raj Bhavan Road, Hyderabad during June, 1991 to December, 1991. It is submitted that thereafter he was provided with work at State Bank Institute of Rural Development, Lingampally, Hyderabad for 105 days during January, 1992 to May, 1992. Similarly he was provided with work at Industrial Finance branch during May, 1992 to November, 1992 for 139 days in the second spell. He was also provided with work during November, 1992 to June, 1993 for 189 days in the second spell at Hyderabad Public School branch. Thereafter, he was provided with work at Prasanthi Nagar branch during June, 1993 to October, 1993 for 123 days. It is submitted that thereafter the Petitioner was provided with work at Hyderabad Public School branch in the third spell during December, 1993 to June, 1994 for 193 days. Thereafter, the Petitioner was provided with work at New Mallepally branch in the second spell during July, 1994 to January, 1995 for 192 days. He was provided with work for 178 days at Bazarghat branch for 178 days during March, 1995 to August, 1995. Thereafter he was provided with work in the third spell at Industrial Finance branch, Hyderabad for 130 days during September, 1995 to Feb, 1996. Similarly, he was provided with work for 159 days during April, 1996 to September, 1996 at Jeedimetla branch. It is submitted that the Petitioner was provided with work in the fourth spell at Industrial Finance branch Hyderabad during September, 1996 to March, 1997 for 178 days. Thereafter the Petitioner was provided with work at C&I Division, Hyderabad main branch for 11 days during the period from 21.3.97 to 31.3.1997 as a Messenger. It is submitted that the services of the Petitioner were terminated suddenly on 31.3.1997 without assigning any valid reasons. No complaints against the Petitioner regarding his work during the period of his service either from the customers or from the Officers. The action of the Respondent in terminating the Services of the Petitioner with verbal order dt. 31.3.1997 is illegal, and unjust. It is submitted that there was plenty of work with the Respondent. The work which was done by the Petitioner was continuous and permanent in nature. The officers have created artificial breaks in his service in order to deprive the Petitioner protection under the Labour Laws. The action of the Respondent is nothing but victimization and unfair labour practice. It is submitted that the Respondent has not obtained prior permission from the Government for his retrenchment. The Respondent also failed to issue three months prior notice in advance to the Petitioner proposing the retrenchment of his services. The Respondent has not paid the retrenchment compensation and the notice pay of one month while terminating his services suddenly on 31.3.1997. The Juniors to the Petitioner were retained in service. The Respondent has not published the seniority list of the category of the Petitioner. The Respondent has not called for the objections of the Petitioner on the said seniority list. The Respondent has recruited some new workers into the employment in the category of Petitioner without giving any priority to the Petitioner as per law. It is submitted that the Petitioner is hale and healthy. He has not committed any misconduct while on duty,

his past conduct and length of service of several years was not taken into account while terminating his services, the action of the Respondent is arbitrary and one sided. It is submitted that the last drawn salary of the Petitioner was Rs. 3,000/- per month approx.. It is submitted that the Petitioner is a married person having one daughter, one son, old age parents and wife as his dependents. The Petitioner herein could not secure any alternative employment till this date inspite of his best efforts. It is submitted that the Petitioner has filed a case of at Hon'ble High Court AP., seeking justice. He was asked to go to the authorities under the Labour Laws stating that an alternative and effective remedy is available to him. Then he filed a petition before the Asst. Labour Commissioner-I (Central), Vidyanagar, Hyderabad raising the Industrial dispute against the management of the Respondent Bank, and the said conciliation meetings between both the parties ended in failure, hence, this present reference from Govt. of India. Hence, prayed to direct Respondent to reinstate the Petitioner into service with all other attendant benefits.

2. The Respondent Bank contends that the reference made is untenable under the Industrial Disputes Act, 1947 as the Bank temporarily engaged subordinate staff—messengers, sweepers, etc.—strictly on a need-based, ad hoc basis to ensure uninterrupted operations to address staff shortages due to leave vacancies and constraints imposed by the Government of India and RBI on hiring.

3. It is submitted that the All India State Bank of India Staff Federation which represents majority of the employees in the State Bank of India comprising about 98% of the work force as its' members espoused the cause of temporary employees who have put in less than 240 days of temporary service in 12 calendar months in the bank and who were ineligible for any protection under Industrial Disputes Act, 1947 to give a chance for being considered for absorption and permanent appointments. Various discussions were held to resolve the said issue, resulting in five settlement agreements between the Bank and the Workmen.

4. The first settlement dated 17.11.1987 (under Sec. 2(p) r/w Sec. 18(1) of the ID Act) categorized temporary employees and provided for consideration of permanent absorption against vacancies between 1987–1991. The second settlement dated 16.07.1988 extended this period to 1987–1992. The third settlement dated 27.10.1988 reaffirmed consideration of vacancies arising from 1988–1992. Following these, the Government of India issued recruitment guidelines on 16.08.1990, recommending settlement-based absorption for temporary employees with more than 240 days of service in a 12-month block. For those with fewer days, the guidelines allowed for discretion-based conciliation.

5. Despite this, the Bank, in a liberal approach, considered even those with less than 90 days' service and those employed since 1975. However, para 6(k) of the approach paper clarified that this would be a one-time exercise resolving all past claims. Subsequently, the fourth settlement dated 09.01.1991 extended panel validity to 1994, with daily wagers considered for 1995–1996 vacancies. It is submitted that Zone-wise panels (1989 for temporary employees and 1992 for daily wagers) were also created, listing candidates in descending order of service from 01.07.1975 to 31.07.1988.

6. The Federation also sought implementation through the Regional Labour Commissioner (Central), resulting in a conciliation agreement on 09.02.1995. This led to the fifth settlement dated 30.07.1996. Finally, on 27.02.1997, a Memorandum of Understanding recorded that 403 messengerial vacancies were identified and would be filled from the 1989 panel. Both panels were agreed to lapse on 31.03.1997. Thus, the Workman, who served less than 240 days in any 12-month block during the reference period, has no legal claim outside these settlements.

7. It is further argued that the Workman's case has already been considered under the five settlements. The settlements were time-bound and binding on both parties, hence, the Bank was not obligated to absorb all empanelled candidates. Sustaining panels beyond 31.03.1997 would contradict the settlements and constitutional principles (Articles 14 & 16), amounting to backdoor regularization.

8. The Hon'ble High Court in WP No.12964/94 has affirmed that such settlements are binding and temporary service does not create a right to regularization unless the Workman can show violation of a specific settlement term, which is not the case here. The Hon'ble High Court in WP No.12964/94, held as follows,

"It is needless to state that the settlement arrived at between the All India State Bank of India Staff Federation which, is the majority union and the bank Management is binding on the Workmen also. It is not at all the case of the Workman that any of the terms of the settlement has been violated by the bank's Management. If the Workman had worked in the bank on part-time basis before 31.5.94, that itself would not vest in him a right to claim that his services should be regularized on permanent basis against a full time cadre post. The claim put forth by the Workman in the present petition is therefore misconceived and not tenable. However, it is open to the Workman to claim any right which flows from the settlement between the union and the bank Management. As already pointed out that it is not the grievance of the Workman that some right which has flown from the settlement in favour of the Workman has been denied by the bank Management. Therefore, I do not find any ground, let alone substantial ground, to grant the kind of relief sought for by the Workman. Writ Petition fails and is accordingly dismissed. No costs."

9. Hence, the Workman's claim was held misconceived. Furthermore, if the panels were not allowed to lapse, it would undermine open recruitment processes, violating constitutional rights of other eligible candidates under Articles 14 and 16 of the Constitution as well as contrary to the settlements.

10. Similarly placed ex-temporary employees approached the High Court via WP No. 9206/1995. Though allowed by the Single Judge, the Division Bench reversed the decision in WA No. 86/1998. The Supreme Court subsequently dismissed SLP Nos. 11886-11888/1998, making the original judgment irrelevant.

11. The Workman (WW1) filed and relied on documents Ex.W1 to W22, including advertisements, interview letters, and service certificates showing employment spanning 1,428 days across various periods. The Respondent examined MW1, Sri Alluru Rama Rao, and produced 12 documents (Ex.M1–M12), including all five settlements, panel details, and judgments of the Hon'ble High Court and Supreme Court, conclusively supporting the Bank's position.

12. The Workman also cited various judicial precedents which shall be addressed in the relevant portion of this Award.

13. Heard the argument of Learned Counsel for Workman as well as for Respondent.

14. On the basis of pleadings and submissions made by the Learned Counsel for both the parties, following points arise for determination in the industrial dispute :-

- I. Whether the 1st settlement dated 17.11.1987, 2nd settlement dated 16.7.1988, 3rd settlement dated 27.10.1988, 4th settlement dated 9.1.1991 and 5th settlement dated 30.7.1996 entered into between State Bank of India and All India State Bank of India Staff Federation and also Memorandum of Understanding are binding upon both the parties?
- II. Whether the action of State Bank of India, Local Head Office, Hyderabad in terminating the services of Workman Sri B. Anatha Reddy, a Temporary/Non-Messenger with effect from 31.3.1997 is justified?
- III. Whether the Workman is entitled for absorption on permanent post in the Branch of Respondent management as per averments made by him in the claim statement?
- IV. To what relief if any the Workman is entitled for?

Findings:-

15. **Issue No.I:-** Undisputedly settlements dated 17.11.1987, 16.7.1988, 27.10.1988, 9.1.1991 and 30.7.1996, minutes of conciliation proceedings and memorandum of understanding dated 27.2.1997 were executed between the State Bank of India and All India State Bank of India Staff Federation under section 2(p) and 18 (1) of I.D. Act, 1947 read with Rule 58 of Industrial Disputes (Central Rules), 1957.

Section 2(p) of the Industrial Disputes Act, 1947 as follows:-

(p) "settlement" means a settlement arrived at in the course of conciliation proceeding and includes a written agreement between the employer and workmen arrived at otherwise than in the course of conciliation proceeding where such agreement has been signed by the parties thereto in such manner as may be prescribed and a copy thereof has been sent to an officer authorised in this behalf by the appropriate Government and the conciliation officer;

Section 18(1) provides as follows:-

18. *Persons on whom settlements and awards are binding.*

- [(1) A settlement arrived at by agreement between the employer and Workman otherwise than in the course of conciliation proceeding shall be binding on the parties to the agreement.

Therefore, in view of the provision contained u/s.18 (1) I.D. Act, 1947, terms and conditions enumerated in the aforesaid settlements are binding on the parties to the agreement. The Learned Counsel for Workman has argued that the Workman after going through the selection procedure has successfully been listed in the panel for appointment on the permanent basis in the Respondent management and the empanelled list has to be valid till last person in the empanelled list is appointed on permanent basis. But the impugned order dated 25.3.97, 27.3.97 and 31.3.97, has been issued by Respondent management thereby the services of the Workman has been terminated and the said order is not in consonance of the terms of the agreement entered into between the parties. Further, Workman submits that the Respondent in the 5th settlement has mentioned the date i.e., 31.3.1997 for lapse of empanel list which is illegal and that is not binding upon the Workman. The condition of lapse of empanelment list on 31.3.97 incorporated in the aforesaid 5th settlement, is arbitrary and illegal.

16. The perusal of the impugned order dated 25.3.1997 goes to reveal that the Chief/Branch Manager, SBI Zonal Office had issued the letter to all the branches with regard to the subject not to make any temporary appointments in the Branch in messengerial category from 1.4.1997. The extract of the said letter is given below:-

“We have been advised by the Deputy General Manager, Zonal Office, Hyderabad that as both the panels of temporary employees of 1989 and daily wagers/casual labours of 1992 will lapse by 31.3.1997, it has been decided by Central Office not to make any temporary appointments in messengerial category from 1.4.1997.”

Thus, from the contents of the aforesaid letter, it manifest that Head Office of State Bank of India vide letter dated 25.3.1997 has issued direction to all its branches not to make any temporary appointments in messengerial category from 1.4.1997 due to reason of lapse of both panels i.e., 1989 & 1992 on 31.3.1997 as per terms of settlements entered into by both parties. Further the contents of the subsequent letter dated 27.3.1997 issued by Respondent Management is also direction to Branch Manager, State Bank of India not to make any temporary messengerial category appointment with effect from 1.4.1997 and it has also been communicated to all concerned that the panels of temporary employees and daily wagers maintained by Zonal offices stand lapsed from 31.1.1997. Further, office order dated 31.3.1997 has been issued by Respondent management that goes to reveal that the said office order has been issued to this effect that, “Consequent on absorption of temporary employees in permanent cadre, it has been decided by the competent authority that no one onwards, no further daily labour or temporary employees/appointments should be resorted to/engaged/employed.” Therefore, it reflects from the contents of the aforesaid orders that the temporary appointment in messengerial category and daily labour has been stopped by the Respondent management with effect from 1.4.1997 because of the lapsed of panel of temporary workers and daily wagers by 31.3.1997. Therefore, Workman can not challenge the terms and conditions contained in settlement dated 30.7.1996 regarding lapse of panel on 31.3.1997 as agreed between State Bank of India and State Bank of India Staff Federation. As per provision contained u/s.18(1) of I.D. Act, 1947 the said Agreement dated 30.7.1996 is binding on both the parties.

In the case of **Allied Sales Corporation Secunderabad vs. The Authority Under Andhra Pradesh..... 1990 II LLJ 510 AP para 414, Hon'ble Court have held:-**

“4. There was a settlement between the Management and the workmen under Section 18(1) of the Industrial Disputes Act on 25th April 1983 under which the age of superannuation of the workmen was fixed at 55 years. The settlement was to be in force upto 30th June 1986 and the next settlement, incorporating practically the same terms, was again entered into on 4th February 1987 under Section 18(1) of the Industrial Disputes Act. There is no dispute that these settlements are under Section 18(1).

14. Now the Authority constituted under Section 41(1) of the Act is an authority with very limited jurisdiction. It can only decide in the first appeal whether a termination by the management is valid or not and is within the parameters of Section 40 of the Act. The said Authority, in our view, has absolutely no jurisdiction to decide whether a settlement entered into under Section 18(1) of the Industrial Disputes Act between the representatives of the Workmen and of the Management, is vitiated by undue influence or misrepresentation or coercion on the part of the Management. The Authority, namely, the Assistant Commissioner of Labour, was never intended by the A.P. Legislature to have jurisdiction to go into the question of the validity of a settlement arrived at under Section 18 of the Industrial Disputes Act by an Industrial Court. That Parliament has, in fact, constituted Industrial Courts under the Industrial Disputes Act, with extensive powers cannot be disputed. What we mean to say is that the Authority under Section 41(1) of the A.P. Act has no jurisdiction what-so-ever either to question or to decide about the validity of any such settlements. If parties to a settlement have a grievance about the validity of a settlement, it is for them to agitate the matter before the appropriate forum and they cannot ask an Authority constituted under Section 41(1) of the A.P. Shops and Establishments Act, 1966 with limited jurisdiction, to go into any such question and, that too, incidentally while deciding whether retirement as per the contract of employment, is legal or not.”

It is not the case of Workman that aforesaid settlements are vitiated by undue influence or misrepresentation or coercion on the part of the management. If the Workman feeling aggrieved by any terms of settlement/ agreement on the aforementioned grounds then he can challenge of settlement before a competent authority under the Act, 1947. However, Workman is barred to raise any objection in respect of fixing the date of lapse of both panels on 31.3.1997 as agreed between both the parties through the present petition and Workman can not challenge any terms of said Agreement.

Further in the case of **Herbertsons Limited Vs. Workmen of Herbertsons Limited and Ors, 1977 AIR 322, Hon'ble Supreme Court have held:-**

The Tribunal thought that the question of the quantum of membership of the 2nd Respondent did not call for a finding at all in view of this Court's order. As observed above that was not a correct assumption. On the other hand, we feel that this view of the Tribunal has led it to approach the matter in an entirely erroneous manner. The Tribunal is, rightly enough, conscious that under section 18 (1) of the Industrial Disputes Act the settlement was binding on the company and the members of the 3rd Respondent union. Even so, the Tribunal devoted nearly half of its order in scanning the evidence given by the company and Respondent No. 3 to find out whether the terms of the settlement had been explained by the President of the union to the workmen or not and whether the workers voluntarily accepted the settlement knowing all the "consequences". This to our mind is again an entirely wrong approach.

“When a recognised union negotiates with an employer the workers as individuals do not come into the picture. It is not necessary that each individual worker should know the implications of the settlement since a recognised union, which is expected to protect the legitimate interests of labour, enters into a settlement in the best interests of labour. This would be the normal rule. We cannot altogether rule out exceptional cases where there may be allegations of mala fides, fraud or even corruption or other inducements. Nothing of that kind has been suggested against the President of the 3rd Respondent in this case. That being the position, prima facie, this is a settlement in the course of collective bargaining and, therefore, is entitled to due weight and consideration. It is not possible to scan the settlement in bits and pieces and hold some parts good and acceptable and others bad. Unless it can be demonstrated that the objectionable portion is such that it completely outweighs all the other advantages gained the Court will be slow to hold a settlement as unfair and unjust. The settlement has to be accepted or rejected as a whole and we are unable to reject it as a whole as unfair or unjust. Even before this Court the 3rd Respondent representing admittedly the large majority of the workmen has stood by this settlement and that is a strong factor which it is difficult to ignore. As stated elsewhere in the judgment, we cannot also be oblivious of the fact that all workmen of the company have accepted the settlement. Besides, the period of settlement has since expired and we are informed that the employer and the 3rd Respondent are negotiating another settlement with further improvements. These factors, apart from what has been stated above, and the need for industrial peace and harmony when a union backed by a large majority of workmen has accepted a settlement in the course of collective bargaining have impelled us not to interfere with this settlement. That being the position, we uphold the settlement as fair and just and order that the award of the Tribunal shall be substituted by the settlement dated October 18, 1973. The said settlement shall be the substituted award. The appeal is disposed of accordingly. There will be no order as to costs.”

Therefore, in view of the law laid down by the Hon'ble Apex Court as discussed above, the contention of the Workman that the date fixed for lapse of empanelled list on 31.3.1997 for appointment to the permanent post vide 5th Settlement dated 30.7.1996 is arbitrary and illegal, is not untenable. The recognized union of Workmen has negotiated with the Respondent Bank Management representing large number of Workmen and the Workman as individual do not come into picture. Workman in the instant case has worked as temporary Workmen in the Respondent Branch and in response of Notification he had applied for inclusion of his name in the panel and he was selected for inclusion of his name in the panel list to be utilized for absorption of such Workman to permanent post in order of their seniority in the list. The Settlement dated 30.7.1996 between State Bank of India and All India State Bank of India Staff Federation under Sec.2(p) and Sec.18(1) of I.D. Act, 1947 has clearly provided as regard non-messengerial position and it is agreed that all such posts sanctioned fallen vacant upto 31.3.1997 shall be filled before empanel list is allowed to lapse. Thus, in view of law laid down by the Hon'ble Apex Court, in the instant case, Agreement dated 30.7.1996 was entered into between both the parties in respect of lapsing of the both the panels on 31.3.1997 and absorption of the Workmen from panel list was subject to availability of vacancy of post likely to arise upto 31.3.1997, have a binding force on Workman as well as management of State Bank of India in view of provision contained under section 18 (1) of I.D. Act, 1947.

Thus, Issue No.I is answered against the Workman and in favour of the Respondent.

17. Issue No.II:- The Workman alleged that Respondent has terminated his services by oral order on 31.3.1997 without issuing any notice or paying any salary or compensation in lieu thereof illegally. Further, he alleges that he has been terminated from service in violation of provision contained Under Section 25 F of I.D. Act, 1947 and same is liable to be set aside.

18. On the other hand, Respondent counsel contended that Workman has not worked continuously for 240 days in any preceding calendar year and reference of the industrial dispute is not maintainable. Before examining the claim of the Workman on merit it would be apposite to have a glance on the relevant provision pertaining to retrenchment of workman under I.D. Act, 1947.

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;”

In view of the definition of retrenchment, perused the record. The Workman claims that he had been terminated from the service of the Respondent in contravention of the provision of ID Act. The case of the Workman does not fall in any exclusive clause of section 2(oo). Therefore, he is included in the category of retrenchment as defined under section 2(oo) of the I.D. Act, 1947.

Section 25F provides:-

Conditions precedent to retrenchment of workmen.- No Workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

(a) the Workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the Workman has been paid in lieu of such notice, wages for the period of the notice;

(b) the Workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette].

Compensation to workmen in case of transfer of undertakings.

Section 25B defines the term continuous service which provides

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 authorized leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the Workman;

(2) where a Workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer--

(a) for a period of one year, if the Workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than--

(i) one hundred and ninety days in the case of a Workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case;

19. Thus, in view of the above provision, Workman has to prove that he had worked with Respondent continuously for 240 days uninterruptedly in 12 months of a calendar year just preceding from data of his termination i.e., 31.3.1997. It is settled law that the initial burden of proof to prove the fact of 240 days of service in the 12 months of a calendar year just preceding from the date of termination, lies upon the Workman and he is duty bound to prove this factum by adducing oral as well as documentary evidence in support of his claim.

As regard burden of proof and calculation of 240 continuous working days, following decisions of Hon'ble Supreme Court are relevant as discussed here under:-

In Rajasthan State Ganganagar S. Mills Ltd. v. State of Rajasthan and Anr. (2004) Apex Court held:

"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 worked for 240 days in the year preceding the date of his termination. He has filed an affidavit. It is statement which is in his favor 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 held that the Workman had worked for 240 days as claimed."

In Municipal Corporation, Faridabad v. Siri Niwas (2004 (8) SCC 195), held "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 paragraph 11 as follows: "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 .."

In the case of Manager, RBI, Bangalore vs. S Mani (2005) SCC Page 100, the 3 Judges Bench of the Apex Court held that "the initial burden of proof was on the Workman to show that he had completed 240 days of service."

Hon'ble Apex Court in the case of Mohan Lal vs Management BEL 1981 SCC page 225 has laid down the principle that how to count 240 days of service within one year it is held: "Clause (2)(a) provides for a fiction to treat a Workman in continuous service for a period of one year despite the fact that he has not rendered

uninterrupted service for a period of one year but he has rendered period of 240 days during the period of 12 calendar service for months counting backwards and just preceding the relevant date being the date of retrenchment. In other words, in order to invoke the fiction enacted in clause (2)(a) it is necessary to determine first the relevant date, i.e. the date of termination of service which is complained of as retrenchment. After that date is ascertained, move backward to a period of 12 months just preceding the date of retrenchment and then ascertain whether within the period of 12 months, the Workman has rendered service for a period of 240 days. If these three facts are affirmatively answered in favor of the Workman pursuant to the deeming fiction enacted in clause (2)(a) it will have to be assumed that the Workman is in continuous service for a period of one year and he will satisfy the eligibility qualification enacted in Section 25-F"

"14. We have already extracted section 25B since its amendment and the change in language is the legislative exposition of which note must be taken. In fact, we need not further dilate upon this aspect because in Surendra Kumar Verma and Ors. v. Central Government Industrial-cum-Labour Court, New Delhi and Anr., Chinnappa Reddy. J., after noticing the amendment and referring to the decision in Sur Enamel and Stamping Works (P) Ltd case, held as under:

"These changes brought about by Act 36 of 1964 appear to be clearly designed to provide that a Workman who has actually worked under the employer for not less than 240 days during a period of twelve months shall be deemed to have been in continuous service for a period of one year whether or not he has in fact been in such continuous service for a period of one year. It is enough that he has worked for 240 days in a period of 12 months, it is not necessary that he should have been in the service of the employer for one whole year."

In a concurring judgment Pathak J. agreed with this interpretation of section 25B(2). Therefore, both on principle and on precedent it must be held that section 25B(2) comprehends a situation where a Workman is not in employment for a period of 12 calendar months, but has rendered service for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date, i.e. the date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of section 25B and Chapter VA."

20. Thus, in view of the law laid down by Hon'ble Apex Court as discussed above in respect of calculating the 240 days continuous service by workman as per provision under Section 25-F read with Section 25-B of the I.D. Act, 1947, we have to examine whether Workman herein has discharged his initial burden of proof in respect of his claim of 240 days continuous service in a calendar year just preceding from the date of his termination i.e., 31.3.1997 by his evidence.

21. In order to corroborate the averments made in claim statement, Petitioner has examined himself as WW1 and in his oral testimony WW1 has stated that he joined the service of Respondent at Staff Training College Branch, Hyderabad on 2nd December 1985 as a Messenger and worked continuously in various branches depending upon the availability of work and also as per the orders of bank officers till 31.3.1997. Further WW1 states that his last drawn salary was Ra.3000/- per month. WW1 states that the Respondent has not given any advance notice to him before his termination and has not obtained prior permission from central government for his retrenchment and Respondent has not given him any order of termination. Further, WW1 states that he had worked at old MLA quarters branch of the Respondent and Ex.W3 is the certificate. Further, WW1 states that he worked at Malleshpally branch, Service branch, Bazar Ghat, Hyderabad, Industrial Finance branch, Somajiguda, Hyderabad and service certificates are Ex.W3, W4, W5, and W6. Further, WW1 states that the Respondent had instructed officers of the bank not to employ him for more than 200 days in a period of 12 months as per exhibit W7 and Ex.W8 is the appointment order. Witness testifies that Ex. W8 and W 11 are the appointment orders to show that Petitioner worked at State Bank Institute of Rural Development, Lingampally, Hyderabad. Ex.W12 is the letter from Industrial Finance branch showing his name in the panel of waiting list for adsorption. As per Ex.W13 he had worked in the Industrial Finance branch for another spell and Ex.W14 is the service certificate. Further, WW1 states that Ex.W15, W16, W17, W18, W19, W20, W21 and W22 are the service certificates. These are the proof that Petitioner had worked in the branches of Respondent management in different spells. Further witness states that he had worked at Amberpet branch from 22.4.1991 to 27.4.1991 for about 6 days but the said branch officers have not issued any certificate inspite of his specific requests. Further WW1 states that he worked for more than 240 days continuously in three separate spells in one year period of time and he worked for 378 days continuously during the period from 14.5.92 to 5.6.93 in Hyderabad Public School and Industrial Finance branch put together. He worked for 358 days continuously for the period from 5.3.95 to 29.2.96 in Industrial Finance branch and Bazar Ghat branch put together and lastly he had worked for 337 days in the Industrial Area branch, and Industrial Finance branch, Somajiguda put together from 3.4.96 to 6.3.97. Further, WW1 states that there were no complaints against him from any customers or officers of the Respondent throughout the period of his service. This Witness was cross examined by the Respondent counsel and in his cross examination the WW1 states that he was given appointment as a messenger on temporary basis on 2.12.1995 for a period of 86 days. Further witness states that he was not sponsored by any employment exchange and he did not undergo any regular process of selection before his engagement as temporary messenger in the bank. Further witness state that he did not work continuously and he used to work depending upon availability of work in the bank. Further, in reply to the question put by the Respondent counsel in cross examination, WW1 states that it is

true that he did not work for 240 days in any year in his service and he has not filed originals of Ex.W13, W14, W17 to W20. Further, witness states that it is not true to say that he never worked for 240 days in any year in his service as stated by him.

22. The documents filed by the Petitioner in support of his claim i.e., Ex.W1, W3, W4, W5, W6, W13, W14, W15, W16, W17, W18, W19, W20, W21 and W22 are the service certificates issued by the Respondent branch bank to the Petitioner with regard to certify the working days of the Petitioner as temporary messenger in different branches of the Respondent bank for the period from April 1986 upto 31.3.1997. The genuineness of these documents has not been challenged by the Respondent in his counter. Further, Ex.W7 is the letter dated 3.9.1991 intimation letter issued by the Respondent regarding the selection of suitable candidates on the permanent basis and name of the Petitioner Sri B. Anantha Reddy has been mentioned along with other three candidates. Thus, this document goes to show that after interview conducted by the Respondent Petitioner's name was empanelled for the appointment to permanent post subject to availability of vacancy in the bank. Ex. W8 is the appointment letter dated 16.1.1992 which goes to show that Petitioner was appointed as a temporary messenger at the office of the Respondent for a period of one month commencing from 16.1.1992 on the salary of Rs.815/-(basic) and allowances subject to the terms as mentioned in the letter. As per the terms in the appointment letter the appointment of the Petitioner was purely temporary one for the period specified therein and he may be terminated at the discretion of the bank without assigning any reason and unless the employment is extended by written order, will come to an end on the expiry of the said term. Further, as per the terms and conditions of the said letter temporary appointment of the Petitioner has been made on account sudden exigencies and that will not confer any right to Petitioner to claim for absorption in the bank's establishment in any category. Further, Ex.W9 is the letter dated 16.2.1992 issued by Respondent for extension of the appointment of Petitioner as a temporary messenger from 16.1.1992 to 28.2.1992 and similar conditions were mentioned therein. Further, Ex.W10 is the appointment letter dated 13.3.1992 for appointment in the Respondent branch for a period of one month from 9.3.1992 to 8.4.1992 for salary of Rs.815/-per month, with the same terms and conditions. Similarly Ex.W11 is a fresh appointment letter issued by the Respondent for appointment of Petitioner as a temporary messenger for a period of one month from 9.4.1992 to 8.5.1992. The documents filed by the Petitioner pertaining to his appointment as a temporary messenger as well as his working days certificate as a temporary messenger in the Respondent branch issued by Respondent goes to reveal that Petitioner since his appointment as a temporary messenger had worked with Respondent bank from 1986 to March 1997 in different spells and last working days certificate Ex.W22 has been issued for 11 days work from 21.3.1997 to 31.3.1997. Further, document Ex.W21 goes to show that Petitioner Sri B Ananta Reddy had worked as a temporary messenger at Respondent branch for 178 days during the period from 10.9.1996 to 6.3.1997 and as per Ex.W20 certificate Petitioner had worked as a temporary messenger for a period of 159 days from April, 1996 to September 1996. Thus, on the basis of the service certificate i.e., Ex.W20 to W22 filed by Petitioner in evidence. It can be gathered that Petitioner had worked for more than 240 days just preceding from the date of his termination i.e., 31.3.1997 in a calendar year. The working days of the Petitioner in the Respondent bank has been shown in chart given below on the basis of documents filed by him.

Month	Working days
April, 1996	28
May, 1996	31
June, 1996	30
July, 1996	31
August, 1996	30
September, 1996	30 (9 + 21)
October, 1996	31
November, 1996	30
December, 1996	31
January, 1997	31
February, 1997	28
March, 1997	17 (6 + 11)

Thus, sum of working days as shown in the above table is 348 days which is more than 240 working days as required under the provision of section 25F of the ID Act for continuous service.

23. However, Learned Counsel for Respondent bank has contended that the Petitioner has not worked continuously for 240 days in a calendar year with the Respondent and protection from termination is not available to Petitioner as per provision under section 25 F of I.D. Act, 1947. On going oral and documentary evidence available on record it manifest that Respondent had engaged the Petitioner as a temporary messenger in different spells as mentioned in his appointment letter during the total period of 10 years. We may conclude from the documents filed in evidence on record, that the Respondent has created artificial breaks in the working days of the Petitioner in order to deprive him from completing 240 days of continuous service and in order to defeat social security provision under the I.D. Act, 1947. Moreover, Petitioner has been regularly engaged during the long period of 10 years by the Respondent as a temporary messenger and has created artificial breaks of few days or more in his engagement as employee. The conduct of Respondent in creating artificial breaks in engagement of workers is nothing but unfair labour practice adopted by Respondent in order to deprive the Petitioner from entitlement of any benefits of social security under the provision of I.D. Act, 1947. Thus, it can safely be concluded that Respondent with malafide intention has deliberately created artificial break in the employment of the Petitioner as a temporary messenger and it can also be pilfered from document Ex.W7 therein at point No.4, that is reproduced as hereunder:-

“4. The services of the above named temporary employees may be utilised on a very restricted basis against temporary vacancies for not more than 200 days in any continuous block of 12 months (including the past service) subject to the instructions contained in Local Head Office circular PER/IR/68/85 of the 26th January 1986. Under any circumstances, temporary appointments of fresh candidates should not be resorted to. In this connection, Please note that all temporary appointments should be made in conformity with the extant instructions and with specific prior approval of your controlling authorities. This is very important.”

Thus, it is manifest from aforementioned instruction of Respondent that the Respondent by Ex.W7 has deliberately created artificial break in the employment of the Petitioner so as to give a break in continuous service of 240 days and to deprive workman protection of social security legislation under section 25 F and 25N of the I.D. Act, in case of their retrenchment. Thus, in view of the fore gone discussion and on going documentary and oral evidence on record I am of the view that the Workman had worked for 240 days continuously in a 12 months of calendar year just preceding from the date of his termination i.e., 31.3.1997. Undisputedly, Respondent has not filed any document that he had issued 3 months notice to the Petitioner as per provision contained under section 25N of the ID Act before his termination by oral order w.e.f.1.4.1997 and has not paid any amount toward his due compensation. Therefore, oral termination order of the Petitioner from employment issued Respondent with effect from 1.4.1997 is in contravention of provision contained under section 25N of the I.D. Act, 1947 and hence not sustainable in the eye of law.

In the case of **Shankar Bhimrao Kadam and others Vs. Tata Mototrs Limited, Bombay High Court** in its decision dated 28.2.2022 in Writ Petition No.5588 of 2017 have held:-

"52. I have independently assessed the entire oral and documentary evidence adduced before the Labour Court in these cases and upon analysis of the same, I have come to a firm conclusion that in hundreds of cases, the present Respondent has created a farcical picture by posing that the work allotted to the temporaries was limited only to the maximum extent of 7 months. As discussed above, the dedicated department for engagement of temporary workers, apparently kept a close watch on the duration of employment of these Petitioners and in a case like Balu Bapuji Shelke, who had put in 232 days in his first round and 238 days in his third round, his service was abruptly intercepted and he was disengaged. He had almost reached the figure of 240 days and was thrown out, after completing 238 days. This indicates that the Respondent-management has created an eye-wash and paper-work with the intention of creating evidence that no worker had completed 240 days. Even in Sunil Pralhad Khomane (supra), the learned judge of this court, after analyzing the entire evidence before him, concluded that the company has apparently misused Section 2(oo)(bb). For the reasons assigned by me and my esteemed brother in Sunil (supra), I find that the said conclusion was justified and in all these cases in hands, Section 2(oo)(bb) will not be applicable. To hold otherwise, would create a mockery of Section 2(oo)(bb).

58. It cannot be ignored from the various rounds of temporary employments of these temporaries that after one disengagement, they used to look forward for the next appointment order. As expected, they used to receive such appointment orders. They used to perform their duties not only till the tenure mentioned in the appointment order was completed, but even upto reaching any duration between 225 days to 238 days in one single stint of temporary employment. None of the temporaries in such cases, ever received an appointment order that a particular temporary would work for 238 days or 236 days, etc. The maximum tenure was an appointment for 7 months. This was not the pattern followed in Mahindra & Mahindra Ltd., Nagpur (supra), inasmuch, as it was noticed by this court in the said case that the workers used to work in other factories during their disengagement and had actually approached the Industrial Court after about 9 to 23 years."

Similarly, in the present case Respondent has issued number of appointment letters to engage the Workman for the work in different spells during his employment under the Respondent management. Moreover, the Respondent vide Ex.W7 had issued the direction to its all Branch Managers that the services of the temporary employees may be

utilised on a very restricted basis against temporary vacancies for not more than 200 days in any continuous block of 12 months. This direction of the Respondent management and issuance of the appointment letters in different spells for the engagement of the Workman clearly manifest that Respondent management has adopted unfair labour practice in order to deprive the Workman from the benefits arising under Industrial Disputes Act, 1947.

24. On the other hand, Respondent in evidence has examined MW1 witness Sri Aluru Rama Rao who has reiterated the contention made in the counter regarding engagement of working days of the Workman. He has stated that there is a procedure for appointment of messengers/non-messengers in the bank on regular basis. Petitioner was not sponsored by any employment exchange. He did not undergo the regular process of selection required for appointment as a regular messenger. The Petitioner has not worked for 240 days in any year in his entire temporary service in the bank. The Petitioner and other temporary employees were not terminated from service by the bank. The vacancies were filled up on regular basis with the temporary employees from the panels and these panels were expired in terms of the settlements so reached and there were no vacancies to absorb such employees. Further, this witness was cross examined by the Petitioner Counsel and in his cross examination witness MW1 states that he do not know the Petitioner individually and he did not give any appointment order either temporarily casually or whatever it is in the capacity of Personnel Officer Zonal office, Hyderabad module. Further, witness states in cross examination that since the Petitioner was casual and temporary Workman hence he was not appointed after 31.3.1997 as all available vacancies were filled in by that time with the available panels. As there were no available vacancies and the panels were lapsed hence, the bank could not absorb any of these people in a regular basis. The Learned Counsel for Respondent has further contended that the Petitioner witness WW1 in his statement has admitted that he has not completed 240 days in any year therefore his termination from employment is not in contravention of the provision of section 25 F.

25. Perused the record. Petitioner witness WW1 in his statement in chief has categorically stated that he had worked for more than 240 days continuously in 3 separate spells in a period of one year. He had worked continuously for 378 days during the period 14.5.1992 to 5.6.1993 in Hyderabad Public School and Industrial Finance branches put together. Further, he stated that he worked for 358 days continuously during the period from 5.3.1995 to 29.2.1996 in Industrial Finance branch and Bazarghat branches put together. Lastly, he worked for 337 days at Jeedimetla Industrial Area branch and Industrial Finance branch at Somajiguda put together during the period from 3.4.1996 to 6.3.1997. Whereas in the cross examination witness WW1 stood firm in respect of his statement given in chief examination. However, at one place in cross examination in reply to the question he had given the statement that it is true that he did not work for 240 days in any year. But when the suggestions were given to the witness he has stated that it is not true to say that he had never worked for 240 days in any year as stated by him. It is settled law that the statement of any witness cannot be read in isolation and the whole statement has to be taken into consideration while appreciating the evidence in the case. Whereas the claim of the Petitioner that he had worked for more than 240 days in a calendar year with the Respondent is very much corroborated by oral and documentary evidence filed by the Petitioner. Therefore, the contention of the Respondent in view of the above is not tenable. Further, documents in evidence filed by the Petitioner goes to reveal that during the period from 1986 upto the date of his termination i.e., 31.3.1997 workman had been engaged by Respondent for the work on number of times with the breaks and it goes to indicate that there was work available in the Respondent bank and also need of engagement of the Workman. Therefore, the Workman was engaged by Respondent management on number of times during the long period of more than 10 years and artificial breaks in the employment of Petitioner has been created by the Respondent intentionally in order to deprive the workman from the social security scheme provided under the ID Act. Therefore, in view of the above, the contention of the Respondent is not tenable.

Respondent has cited number of decisions of Hon'ble Apex Court and Hon'ble High Courts which are being discussed as hereunder:-

In the case of **Bholaram vs. PO, Labour Court Ambala & ors CWP No.4784/2010** dated 2.6.2011, of Hon'ble High Court of Punjab & Haryana, wherein Hon'ble High Court have held that Petitioner is directed to be reinstated in the service with 50% of back wages.

Further, in the case of **Kuldeep Singh vs. G.M., Instrument Design D & F., DOD, dated 3.12.2010**, the facts of the case are that the Petitioner Kuldeep, the workman was appointed as a Data Entry Operator on daily wages on 8.10.1990 and he worked as such till 28.11.1991 and thereafter on adhoc basis and worked upto 26.5.1992 without any break when his services were terminated by the employer. The Respondent management, according to Petitioner, no notice or compensation in lieu thereof, was given for terminating his services though he had worked for 240 days in the preceding 12 months. In that case Hon'ble Supreme Court have held that the management has terminated the services of the Petitioner workman without complying the provision of Sec.25F of the I.D.Act, 1947 and the said order is illegal, null and void deserves to be set aside, and ordered reinstatement of the Appellant workman with consequential service benefits without back wages within a period of eight weeks.

Further, in the case of **State of Karnataka vs. Uma Devi Civil Appeal No.3595-3612 of 1990 dated 10.4.2006**, therein Constitutional Bench of Hon'ble Supreme Court have held,

“15. We have already indicated the constitutional scheme of public employment in this country, and the executive, or for that matter the Court, in appropriate cases, would have only the right to regularize an appointment made after following the due procedure, even though a non-fundamental element of that process or procedure has not been followed. This right of the executive and that of the court, would not extend to the executive or the court being in a position to direct that an appointment made in clear violation of the constitutional scheme, and the statutory rules made in that behalf, can be treated as permanent or can be directed to be treated as permanent.

.....

44. One aspect needs to be clarified. There may be cases where irregular appointments (not illegal appointments) as explained in *S.V. NARAYANAPPA* (supra), *R.N. NANJUNDAPPA* (supra), and *B.N. NAGARAJAN* (supra), and referred to in paragraph 15 above, of duly qualified persons in duly sanctioned vacant posts might have been made and the employees have continued to work for ten years or more but without the intervention of orders of courts or of tribunals. The question of regularization of the services of such employees may have to be considered on merits in the light of the principles settled by this Court in the cases above referred to and in the light of this judgment. In that context, the Union of India, the State Governments and their instrumentalities should take steps to regularize as a one time measure, the services of such irregularly appointed, who have worked for ten years or more in duly sanctioned posts but not under cover of orders of courts or of tribunals and should further ensure that regular recruitments are undertaken to fill those vacant sanctioned posts that require to be filled up, in cases where temporary employees or daily wagers are being now employed. The process must be set in motion within six months from this date. We also clarify that regularization, if any already made, but not subjudice, need not be reopened based on this judgment, but there should be no further by-passing of the constitutional requirement and regularizing or making permanent, those not duly appointed as per the constitutional scheme.”

Thus, the Hon'ble Apex Court has laid down guidelines for deciding the question of regularization of the services of the employees. Further, other decisions of Hon'ble Court has been filed by the Petitioner in support of his argument, therein, the Hon'ble Supreme Court has laid down the principle that the termination of the employee in contravention of the provision of Sec.25F of I.D. Act, 1947 is illegal and null and void and liable to be set aside.

Moreover, Hon'ble Supreme Court in the case of **Anoop Sharma vs. Exec. Engineer Public Health Division dated 9.4.2010, Civil Appeal No.3478 of 2010** have held:-

“15. In *State Bank of India v. N. Sundara Money* (supra), the Court emphasised that the workman cannot be retrenched without payment, at the time of retrenchment, compensation computed in terms of [Section 25-F\(b\)](#).

16. The legal position has been beautifully summed up in *Pramod Jha v. State of Bihar* (supra) in the following words:

"The underlying object of [Section 25-F](#) is twofold. Firstly, a retrenched employee must have one month's time available at his disposal to search for alternate employment, and so, either he should be given one month's notice of the proposed termination or he should be paid wages for the notice period. Secondly, the workman must be paid retrenchment compensation at the time of retrenchment, or before, so that once having been retrenched there should be no need for him to go to his employer demanding retrenchment compensation and the compensation so paid is not only a reward earned for his previous services rendered to the employer but is also a sustenance to the worker for the period which may be spent in searching for another employment. [Section 25-F](#) nowhere speaks of the retrenchment compensation being paid or tendered to the worker along with one month's notice; on the contrary, clause (b) expressly provides for the payment of compensation being made at the time of retrenchment and by implication it would be permissible to pay the same before retrenchment. Payment or tender of compensation after the time when the retrenchment has taken effect would vitiate the retrenchment and non-compliance with the mandatory provision which has a beneficial purpose and a public policy behind it would result in nullifying the retrenchment.

17. If the workman is retrenched by an oral order or communication or he is simply asked not to come for duty, the employer will be required to lead tangible and substantive evidence to prove compliance of Clauses (a) and (b) of [Section 25-F](#) of the Act.”

Thus, in view of the fore gone discussion and principle laid down by the Hon'ble Apex Court as discussed above, we arrive at conclusion that services of workman has been terminated by the Respondent in violation of provision of I.D. Act, 1947 and hence not sustainable in the eye of law.

Therefore, Issue No.II is answered in favour of the Workman and against the Respondent.

26. Issue No.III:- In this context, the Workman has contended that the management failed to implement the selected panels during its valid tenure. In 1997, the management has followed the procedure of calling candidates through employment exchange instead of giving chance to the empanelled candidates like the Workman herein contrary to the procedure issued by Central Government vide instructions dated 16.8.1990.

27. On the other hand, Respondent has contended that the Federation approached Regional Labour Commissioner (Central) for implementation of bipartite settlement in respect of the absorption of temporary employees. The Regional Labour Commissioner (Central) conducted conciliation proceedings and agreement was arrived at between the Federation and the Management bank. Wherein it was agreed between the Federation and the Management that both the panels of temporary employees and daily wagers /casual labour would be kept alive upto March, 1997 whereafter the said panels would lapse and the vacancies as agreed to under the afore set out settlements will be filled from both the lists concurrently. The said agreement was signed between the Federation and the Management bank on 30.7.1996 under Section 2(p) read with Section 18(1) of the Industrial Disputes (Central) Rules 1957 and same is binding on the parties. It was further agreed that within the framework of subject of five settlements, the modalities about drawing names from either the panel of temporary employees or the panel of daily wagers and casual labour would be decided administratively on circle to circle basis depending upon the local requirements in consultation with the Federation's affiliate by the Circle management. It was further agreed that all messenger real vacancies/positions in the subordinate cadre including part-time attendants specifically provided as leave reserve will be filled by the end of 31.3.1997. Further, Respondent contended that on 27.2.1997 a memorandum of understanding was also signed between the Federation's affiliate and the bank management regarding exercise of identifying the messengerial vacancies as on 31.12.1994 that has since been completed by central office and thereby 403 messengerial vacancies were sanctioned to the circle of the Management bank and it was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached upon. Further, it was agreed between the Federations affiliate and the management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers /casual employees would lapse on 31.3.1997.

28. On the other hand, it is contended on behalf of Workman that the empanelled list prepared by the Respondent management for appointment of temporary and daily wage Workers to the permanent post cannot lapse unless until it is exhausted by appointing all the empanelled persons and it should continue even after 31.3.1997, i.e., the date fixed for the lapse of panel.

29. It is settled law that and once the life of panel list lapses on the date as agreed between the parties it cannot be extended beyond that date. In the instant case the panel list of the workmen was valid upto 31.3.1997 in view of the terms and conditions enumerated in the 5th Settlement entered into between the parties. As the lapse of panel date i.e., 31.3.1997 has been agreed by both the parties i.e., State Bank of India and State Bank of India Staff Federation through 5th Settlement, now Workman can not challenge lapse of panel list on 31.3.1997.

In this context reference of the decision of the apex court in the case of **Syndicate Bank and Ors vs. Shankar Paul and Ors**, AIR 1997 SC 3091, therein the Hon'ble Apex Court is relevant wherein Hon'ble Apex Court have held:-

"Till 1982, the branches of the appellant Bank in Calcutta region were recruiting persons locally to work as temporary attenders in leave vacancies. In view of the revised procedure prescribed by the Government of India in respect of such temporary appointments, the Calcutta regional office of the appellant Bank issued a circular to all of its branches on 14.8.1982, instructing all the branches under it to discontinue the old practice from 1.6.1982 and appoint only empanelled candidates. The regional office was to prepare a panel of eligible candidates, after calling names from the local/district employment exchange, and split it up branch-wise. Following that new procedure yearly panels were prepared thereafter. Names of the Respondents were for the first time included in the panel prepared for the period 7.2.1987 to 6.2.1988. By its letter dated 7.2.1987 the Bank had informed the Respondents that the panel was valid for one year only and that inclusion of their names in the panel was not to confer on them any right to seek permanent appointment in the service of the bank. Considering the object with which the panel was prepared and the fact that it was an yearly panel expiring on 6.2.1988, we are of the opinion that the Respondents did not get any right, because of inclusion of their names in the said panel, for permanent absorption in the service of the Bank. Whatever conditional right they had came to an end with the expiry of the panel. The claim of the Respondents, as contained in the writ petition was thus misconceived and therefore the learned single Judge and the Division Bench, when it first decided the appeal, were right in dismissing the writ petition and the appeal respectively."

Thus, in view of principle laid down by the Hon'ble Apex Court as discussed above and in view of the terms and conditions of the 5th Settlement, the contention of the Workman that empanelled list should continue even after 31.3.1997 till the last Workman in the panel is absorbed is not tenable. The contention of the Workman is baseless in this context in view of recital in the settlement.

30. Therefore, in view of the fore gone discussion and finding given at Point No. I regarding binding nature of Settlements and terms and conditions enumerated therein and in view of the provision contained u/s.18(1) of the I.D. Act, 1947, I am of the considered view that life of panels lapsed on 31.3.1997 in view of terms of settlement dated 30.7.1996 and plea of Workman that the panel shall continue even after 31.3.1997 till last man absorbed has no legal force and same is untenable.

31. Undisputedly, under the settlement agreement dated 30.7.1996 executed between the State Bank of India and State Bank of India Staff Federation it was agreed that both the panels of temporary employees and daily wagers/casual employees were to be given a chance for permanent appointment in the bank against vacancies arising up to December 1994. Further, the daily wagers/casual employees were to be considered against the vacancies arise from January 1995 to December 1996, whereby the said panel would lapse, and it was agreed that the vacancies falls upto 31.3.1997 shall be filled before the empanelled list is allowed to lapse. Thus, the claim of the Workman to the post of permanent non-messenger in the Respondent management was subject to the availability of the sanctioned post and vacancies arising upto 31.3.1997. The workmen appointed to the permanent post were seniors in number of working days in panel list and Workman herein was junior to those workmen. Therefore, Workman could not be absorbed to permanent post being junior to other workmen in the panel list.

32. Workman witness WW1 in his cross examination states:-

"I applied in response to an advertisement issued by the bank as per settlement entered between the bank and the union.

Further, witness states, the panels were prepared basing on the number of days of service put in by the temporary employees. Some of the employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel.

Further witness states, I am not having any documents to show that any person who had worked for less number of days than me was given appointment in the bank."

Thus, from the above statement of WW1 it is clear that the panel was prepared in terms of various settlements entered into between Staff Federation of State Bank of India and State Bank of India and it was prepared on the basis of number of days of work put in by the temporary employees. Further, the Workman himself has admitted that some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel and he has not produced any document to show that any person who worked for less number of days than the Workman herein was given appointment in the bank. Therefore, the allegation of the Workman that the regular appointment has been made by the bank from the panel list in breach of the terms of the settlement and violation of seniority of panel list is not proved by this evidence of WW1. However, there is no evidence on record to this effect that bank had given the appointment to the temporary employees as well as daily wagers from the panel list 1989 and 1992 in breach of seniority of the temporary employees from the list. There is no evidence of jumbling in the panel list to make appointment of any permanent Workman in breach of the seniority. Therefore, I am constrained to hold that the Respondent Management has appointed the workmen from panel list in order of seniority and there is no jumbling of name of workmen in the panel list and panel list got lapsed on 31.3.1997 as per term of settlements which is binding on workman.

33. However, Workman has taken the plea that the panels of Workmen for absorption in the employment of the Respondent banks (panels of temporary employees and daily wagers) has been caused to lapse on 31.3.1997 in contravention of terms of settlement as the object of preparing the entire empanelment of temporary and daily wagers was to provide them permanent employment and till both the panel lists exhausted. The workman further submits that the panel list cannot be lapsed on 31.3.1997 and such date of lapsing of the panel has been fixed by the Respondent arbitrarily without any authority.

34. In this context, the perusal of Settlement dated 30.7.1996 reveals that the 5th Settlement dated 30.7.1996 was entered into by the competent parties, both parties agreed that both the panels of temporary employees and daily wagers/casual employees will lapse on 31.3.1997. Thus the date of lapse of panel was fixed by both the parties with consensus under the settlement dated 30.7.1996 and same is binding upon the Workman as per provision contained Section 18(1) of I.D. Act, 1947. Moreover, the issue of binding force of the settlement dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 has already been discussed, decided in finding of Point No.I of this award and it has been decided that all the settlements referred herein are binding on both the parties. However, the legality and validity of the aforementioned settlement has not been challenged by the Workman before any competent forum. Thus, claim of Workman that the date of lapse of panel i.e., 31.3.1997 has been fixed arbitrarily by the Respondent bank is untenable. As regard the claim of Workman for his absorption to the permanent post it is settled law that the Workman can not claim his regularization to permanent post merely on the basis of number of working days.

35. In this context the reference of the decision of Hon'ble Supreme Court in the case of **Oil and Natural Gas Corporation vs Krishan Gopal 2020(3) SCALE 272, date of decision 7.2.2020** is relevant therein Hon'ble Supreme Court have has laid down principle regarding regularization of the Workman on permanent posts. Hon'ble Supreme Court have laid down the prepositions of regularization of the workmen to permanent post are discussed hereunder:-

"(i) Wide as they are, the powers of the Labour Court and the Industrial Court cannot extend to a direction to order regularisation, where such a direction would in the context of public employment offend the provisions contained in Article 14 of the Constitution;

(ii) *The statutory power of the Labour Court or Industrial Court to grant relief to workmen including the status of permanency continues to exist in circumstances where the employer has indulged in an unfair labour practice by not filling up permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performing the same work as regular workmen on lower wages;*

(iii) *The power to create permanent or sanctioned posts lies outside the judicial domain and where no posts are available, a direction to grant regularisation would be impermissible merely on the basis of the number of years of service;*

(iv) *Where an employer has regularised similarly situated workmen either in a scheme or otherwise, it would be open to workmen who have been deprived of the same benefit at par with the workmen who have been regularised to make a complaint before the Labour or Industrial Court, since the deprivation of the benefit would amount to a violation of Article 14; and*

(v) *In order to constitute an unfair labour practice under Section 2(ra) read with Item 10 of the Vth Schedule of the ID Act, the employer should be engaging workmen as badlis, temporaries or casuals, and continuing them for years, with the object of depriving them of the benefits payable to permanent workmen.*

Thus, in view of the principles laid down by the Hon'ble Supreme Court as discussed above, in the instant matter the Workman utterly failed to prove his claim by adducing any documentary or oral evidence that the employer has indulged in unfair labour practice by not filling the permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performance was the same work, as regular workmen on lower wages.

36. It is settled law that the power to create permanent or sanctioned post lies outside the judicial domain and where no posts are available, a direction to grant regularization would be impermissible merely on the basis of the number of years of service. Therefore, the claim of the workman on this ground also not acceptable.

37. Further, as per the settlement, panel was prepared for absorption of the workmen on the permanent posts has already been lapsed on 31.3.1997 and the vacancies existing and arising upto 31.12.1994 and upto 31.3.1997 as settlement dated 30.7.1996 has been filled up from the panel by appointing the workmen as per seniority in the panel list. Workman witness WW1 in his cross examination has himself admitted this fact that, some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel. The Workman failed to show that there was any breach of terms of settlement has been committed by the Respondent in appointment to permanent post from aforesaid panel list.

38. As discussed in preceding paragraph of this Award, the life of the panel list can not be extended beyond lapse of date i.e., 31.3.1997. No further settlement was executed by both parties to increase life of panel list in which name of the Workman was included. Therefore, with the lapse of panel list on 31.3.1997, the claim of workman for regularization also lapsed and not maintainable. Further, it is not the case of the Workman that Respondent has regularized similarly situated workmen either in the scheme or otherwise and Workman has been deprived of same benefit at par with those workmen or the vacancies remained unfilled on the date of lapse of panels i.e., 31.3.1997. It is settled law that Industrial Tribunal has no jurisdiction to extend the date of panel beyond 31.3.1997. However, this Tribunal has got no jurisdiction to order for regularization of workman on the permanent post in contravention of the provision of Article 14 of the Constitution of India.

In the case of **Mahboob Deepak vs. Nagar Panchayat Gajraula & Anr, Civil Appeal No.5875/2007 date of judgement 13.12.2007**, Hon'ble Supreme Court have held:-

"8. Respondent is a Local Authority. The terms and conditions of employment of the employees are governed by a statute and statutory rules. No appointment can be made by a Local Authority without following the provisions of the recruitment rules. Any appointment made in violation of the said rules as also the constitutional scheme of equality as contained in Articles 14 and 16 of the Constitution of India would be a nullity.

9. Due to some exigency of work, although recruitment on daily wages or on an ad hoc basis was permissible, but by reason thereof an employee cannot claim any right to be permanently absorbed in service or made permanent in absence of any statute or statutory rules. 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."

Therefore, in view of the law laid down by the Hon'ble Apex Court as discussed above, the claim of the Workman for absorption merely on the basis of number of day of work in the Respondent employment is not maintainable. As regard plea of the Workman that the Workman should have been given employment even after 31.3.1997 as temporary Workman in this context it is settled law that, Respondent can engage Workman depending upon availability of work and this Tribunal can not direct the Respondent to engage the Workman in the absence of any rule/scheme and its violation.

39. In view of fore gone discussion and principle laid down by Hon'ble Apex Court as discussed above, in the instant matter Workman has utterly failed to establish the fact of rendering continuous service for a period of 240 days of service within a period of 12 calendar months commencing and coming backward from relevant date i.e., the date of retrenchment i.e., 31.3.1997. As workman failed to fulfill the condition of valid retrenchment, therefore, provision contained under Sec.25F of retrenchment is not applicable to Workman.

Counsel for Workman has relied upon number of decisions of Hon'ble High Court and Hon'ble Supreme Court and few of them are discussed hereunder:-

In the case of **F.C.I., vs. Kamdhenu Cattle Feed Industries 1993 (1) SCC 71**, therein Hon'ble Supreme Court have held:-

"7. In contractual sphere as in all other State actions, the State and all its instrumentalities have to conform to Article 14 of the Constitution of which non-arbitrariness is a significant facet. There is no unfettered discretion in public law: A public authority possesses powers only to use them for public good. This impose the duty to act fairly and to adopt a procedure which is 'fairplay in action'. Due observance of this obligation as a part of good administration raises a reasonable or legitimate expectation in every citizen to be treated fairly in his interaction with the State and its instrumentalities, with this element forming a necessary component of the decision making process in all State actions. To satisfy this requirement of non- arbitrariness in a State action, it is, therefore, necessary to consider and give due weight to the reasonable or legitimate expectations of the persons likely to be affected by the decision or else that unfairness in the exercise of the power may amount to an abuse or excess of power apart from affecting the bona fides of the decision in a given case. The decision so made would be exposed to challenge on the ground of arbitrariness. Rule of law does not completely eliminate discretion in the exercise of power, as it is unrealistic, but providers for control of its exercise by judicial review."

In the case of **State Bank of India, R.O., Vijayawada vs. Industrial Tribunal, Hyderabad WP No.193/1997**, therein Hon'ble High Court have held,

"Sri Krovvidi Narasimham, the learned counsel for the 2nd Respondent contends, supporting the award that it was a permanent vacancy and even though the 2nd Respondent was appointed on temporary basis, his services were not liable to be terminated and he was to be regularised into service on permanent basis. Shastry award warrants that no temporary appointment can be made to a permanent post. But the matter is now covered by two division bench judgements dated 28.11.1986 in W.A. No.791 of 1986 and 25.8.1987 in W.A. No.270 of 1982. The ratio decided in the two judgements is to the effect that there cannot be any mandate to appoint employees on permanent basis when the requirement was for appointment on temporary basis. But it is held in the said judgements that when a temporary appointee is ousted from service and not for misconduct and, if again temporary appointment is to be made, then, the case of such temporary appointee who was ousted, has got to be considered in accordance with Sec. 25-H of the Act."

In the case of **State of Haryana and others vs. Piara Singh and others. 1992 (4) SCC 118**, therein Hon'ble Supreme Court have held:-

" 49. If for any reason an adhoc or temporary employee is continued for a fairly long spell, the authorities must consider his case for regularization provided he is eligible and qualified according to the rules and his service record is satisfactory and his appointment does not run counter to the reservation policy of the state."

As the facts of the decision as discussed above are distinct, hence do not apply to instant case of Workman.

40. The Learned Counsel for Petitioner in support of his argument has relied upon few decisions of Hon'ble Supreme Court which are discussed as hereunder:-

In the case of **Shripal & anr. Vs. Nagar Nigam, Ghaziabad in Civil Appeal Nos.8158-8179 of 2024**, Hon'ble Supreme Court has directed to Respondent employer 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 and further directed to reinstate the Appellant workmen who are the daily wagers. But in this case the facts are different from the present case as there was a case of violation of provision of Sec.6E and 6N of the I.D. Act, 1947. Therefore, Petitioner's case do not find any support from the decision.

Further, Respondent has relied upon the decision of Hon'ble Supreme Court in the case of **Jaggo vs. Union of India**, date of decision 20.12.2024. In that case, the Petitioner claimed the regularization on the ground of long serving employees engaged against the work of perennial nature. In that case Hon'ble Supreme Court have held that essentiality of the employment of the daily wagers must be considered in the light of integral nature of their work and further held that the daily wagers through out their tenure were perennial which were indispensable with the Central Water Commission. Again the facts of this case are different from the present case, hence, not applicable to the case at hand.

The counsel for Petitioner has cited the decision of Hon'ble Supreme Court in the case of **SBI & ors. vs. Mohammed Badruddin in Civil Appeal No.5605/2019**. This matter pertains to the protection of the employees by the Disciplinary Authority hence, not relevant. The facts of the case are different and not relevant to the present case.

41. On the other hand, Respondent has examined witness MW1 and in chief examination statement, witness has stated that, various Settlements dated 17.11.1987, 16.7.1988, 27.10.1988, 9.1.1991 were entered into between the SBI and SBI Staff Federation for filling up of the vacancies in the bank that arise up to 1994 for those temporary employees who has worked on scale wages. Further, MW1 states that two different panels for messengers and non-messengers as per the eligibility criteria prescribed by the bank. There are four modules in Andhra Pradesh and they are Hyderabad, Tirupathi, Vijayawada and Visakhapatnam. MW1 states that the temporary employees so empanelled were given permanent absorption depending upon the vacancies so arise strictly in terms of the settlement. Further, MW1 states that on 9.6.1995 conciliation proceeding was held before the RLC(C), Hyderabad and in said proceedings it was decided that the panels will be kept live up to 31.3.1997 and vacancies will be filled from both the lists concurrently. A copy of the said minutes of proceedings on record is Ex.M5. Further, MW1 states that on 30.7.1996 another settlement was entered between the SBI and All India SBI Staff Federation providing for filling up of the vacancies arising up to December 1994 in respect of subordinate cadre and daily wage /casual wage employees out of panel so prepared were to be considered against vacancies arising from January 1995 to December 1996, thereafter the said panels lapse. MW1 states that it was also agreed that all the non-messenger positions in subordinate cadre including part time attendants specially provided as leave reserve will be filled before 31.3.1997 and as regards to non-messengerial positions it was agreed that all such posts sanctioned and fallen vacant up to 31.3.1997 shall be filled before the empanelled list is allowed to lapse.

42. MW1 states that, in both the cases empanelled list were lapsed on 1.4.1997. Ex.M6 is the copy of the settlement dated 30.7.1996. Further, MW1 states that on 27.2.1997 a memorandum of understanding was reached between the SBI and SBI Staff Federation providing that both the panels above mentioned will lapse on 31.3.1997. Ex.M7 is the copy of the memorandum of understanding and Ex.M8 is the copy of the statements giving the particulars of 1989 non-messenger panel, Ex.M9 is the copy of the statement of 1989 non-messenger panel, Ex.M10 is the copy of statement of 1992 panel. Further, MW1 states that Petitioner's name was included in the 1989 panel. As the existing vacancies at that time were exhausted and his turn did not come and he could not be given permanent employment in the bank as per the agreements. MW1 states that, all the appointments were made strictly in accordance with the settlements reached from time to time between SBI and SBI staff federation and as per seniority, number of days of temporary service put in by them in the bank in the given period.

43. Further, MW1 states Petitioner was not sponsored by any employment exchange and he did not undergo the regular process of selection required for appointment as a regular non-messenger and the Petitioner has not worked for 240 days in any year in his entire temporary service in the bank. The Petitioner and other temporary employees were terminated from service by the bank. MW1 further states that the vacancies were filled up on regular basis with the temporary employees from the panels and these panels were expired in terms of the settlements so reached and there were no vacancies to absorb such employees. Thus, witness MW1 has proved the documents Ex.M1 to Ex.M12 and also contentions made in the counter.

44. For the purpose of calculation of 240 days of continuous service of workman, the provision contained under Section 25 F read with Section 25 B of the I.D. Act, 1947 is relevant. As per settled law the initial burden of proof lies on the workman to prove the fact of 240 days of continuous service with Respondent. The workman has filed documents Ex.W1, W3, W4, W5, W6, W13, W14, W15, W16, W17, W18, W19, W20, W21 and W22 in support of his claim. The perusal of these documents goes to reveal that the Respondent management had issued certificates (as stated supra at para No.22) which goes to show that the Workman Sri B. Anantha Reddy, had worked with the Respondent management from April, 1996 to March, 1997 for 348 days. Thus, on the basis of aforesaid documents it is clearly established that Workman had worked for continuously for 348 days, which is much beyond 240 days in a calendar year just preceding from the date of his termination i.e., 31.3.1997. Therefore, as per provision contained u/s.25F of the I.D. Act, 1947 he is entitled for one month notice in writing before his retrenchment or payment of wages for the period of notice in lieu of such notice and also entitled for compensation. However, record goes to reveal that the Respondent has not given any notice to the Workman before his retrenchment with effect from 31.3.1997, nor Workman has been paid one month wages in lieu of notice and nor paid compensation as per provision contained under Section 25-F of the I.D. Act, 1947. However, Respondent has not denied that the service certificates i.e., Ex.W1, W3, W4, W5, W6, W13, W14, W15, W16, W17, W18, W19, W20, W21 and W22 are not issued by the Respondent and has not produced any evidence to contradict the statement of WW1 that the workman had not worked for 240 days continuously in the calendar year just preceding from the date of his termination.

45. In support of his claim the Workman has examined himself as WW1 and in his sworn testimony WW1 he was initially appointed for on 2.12.1985 for 86 days. Further, witness WW1 states that bank has taken his services in the capacity of messenger also showing inspite of his being empanelled. Further, WW1 states that it is clear from the exhibits mentioned that he has been empanelled after selection process. Further, WW1 states that Ex.W8 to W11 which is his appointment letters wherein the bank has given clear instructions to the managers not to give appointment more than 200 days. It is still an enigma that inspite of exhausting the procedure of recruitment and selection and having clear vacancies the bank has in its own known wisdom has given the workman breaks. Further, WW1 states

that in the year 1995 to 1996 he worked for 358 days and worked for 337 days from 3.4.96 to 6.3.97 and also upto 31.3.1997 he has worked continuously.

46. Further WW1 states, that on 31.3.1997 Respondent management asked the workman orally not to come to the duty from the next day. When the Workman asked reason for his termination the Manager concerned replied that these were strict instructions from the higher authorities. Further, WW1 states that he had given representation to the management but it was not accepted and he was asked to go out. Further, WW1 states that bank authorities has neither issued any notice nor any pay in lieu thereof. The authority has violated all the statutory norms which are mandatory under the law. Further, WW1 states that he had worked continuously from 1985 to 1997 with unblemished service and with a hope which was imparted upon him by the authorities that he would be made permanent in near future. With this belief Workman worked on regular basis and Respondent extracted his services with less pay which is also violative of his fundamental right to say, 'equal pay for equal work.'

47. From the above statement of WW1 and on the basis of documentary evidence it is clear that the Workman had worked for 240 days continuously in a calendar year just preceding from the date of his termination i.e., 31.3.1997. Further, WW1 was cross examined by the Respondent counsel but nothing has been elicited in his cross examination to discredit the testimony of this witness or to make it unbelievable. Respondent counsel gave the suggestion to the WW1 but the witness replied that it is true to say that he has not worked for 240 days in any calendar year in his entire service in any branch of the bank. It is not true to say that he is giving false deposition to get employment in the bank. Further, Respondent in his counter has not pleaded that before oral termination of the Workman on 31.3.1997 any notice or notice pay or compensation was paid to the Workman in accordance of provision contained u/s.25-F of I.D. Act, 1947 and Respondent failed to produce any evidence to this effect on record. Therefore, it is clearly established that the termination of the Workman from service by the Respondent vide oral order dated 31.3.1997 is in contravention of the provisions contained under section Sec.25F of the I.D. Act, 1947 and action of Respondent in terminating the services of workman vide order dated 31.3.1997 is illegal and not justified.

This issue is decided in favour of the Workman.

48. **Issue No.IV:-** In view of the discussion and finding given at Issue No. III, it is established the Petitioner Workman is not entitled for regularization in the services of the Respondent management. However, in view of the finding given at Issue No.II, it is established that the termination of the Workman from service vide oral order dated 31.3.1997 by the Respondent is in contravention of the provision contained under Section 25-F of the I.D. Act, 1947 and is illegal and not justified and liable to be set aside.

49. Now, let us see whether workman is entitled for reinstatement in the service or for any other relief.

In this context the reference of decision of Hon'ble Supreme Court is relevant. In **Ashok Kumar Sharma Vs. Oberoi flight Services AIR 2010 SCC page 502** Hon'ble Supreme Court have held:-

8. In the case of *Sita Ram V. Moti Lal Nehru Farmers Training Institute*² this Court considered the matter thus:

"21. The question, which, however, falls for our consideration is as to whether the Labour Court was justified in awarding reinstatement of the appellants in service.

22. Keeping in view the period during which the services were rendered by the Respondent (sic appellants); the fact that the Respondent had stopped its operation of bee farming, and the services of the appellants were terminated in December 1996, we are of the opinion that it is not a fit case where the appellants could have been directed to be reinstated in service.

23. Indisputably, the Industrial Court, exercises a discretionary jurisdiction, but such discretion is required to be exercised judiciously. Relevant factors therefor were required to be taken into consideration; the nature of appointment, the period of appointment, the availability of the job, etc. should weigh with the court for determination of such an issue.

24. This Court in a large number of decisions opined that payment of adequate amount of compensation in place of a direction to be reinstated in service in cases of this nature would subserve the ends of justice. (See *Jaipur Development Authority v. Ramsahai* [(2006) 11 SCC 684], *M.P. Admn. v. Tribhuban* [(2007) 9 SCC 748] and *Uttaranchal Forest Development Corpn. v. M.C. Joshi* [(2007) 9 SCC 353])

25. Having regard to the facts and circumstances of this case, we are of the opinion that payment of a sum of Rs. 1,00,000 to each of the appellants, would meet the ends of justice. This appeal is allowed to the aforementioned extent. In the facts and circumstances of this case, there shall be no order as to costs."

9. The afore-referred two decisions of this Court and few more decisions were considered by us in the case of *Jagbir JT 2008 (3)SC622 Singh V. Haryana State Agriculture Marketing Board*³ albeit in the context of retrenchment of a daily wager in violation of section 25F of Industrial Disputes Act who had worked for more than 240 days in a year and we observed thus:

"7. It is true that earlier view of this Court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back wages would ordinarily follow. However, in recent past, there has been a shift in the legal position and in long line of cases,

this Court has consistently taken the view that relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention to the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice."

Further, in the case of **State of Himachal Pradesh vs. Suresh Kumar Verma & anr. 1996 AIR 1565, three Judge Bench of Hon'ble Apex Court** have held:-

"It is settled law that having made rules of recruitment to various services under the State or to a class of posts under the State, the State is bound to follow the same and to have the selection of the candidates made as per recruitment rules and appointments shall be made accordingly. From the date of discharging the duties attached to the post the incumbent becomes a member of the services. Appointment on daily wage basis is not an appointment to a post according to the Rules.

It is seen that the project in which the Respondents were engaged had come to an end and that, therefore, they have necessarily been terminated for want of work. The Court cannot give any directions to re-engage them in any other work or appoint them against existing vacancies. Otherwise, the judicial process would become other mode of recruitment de hors the rules.

Mr. Mahabir Singh, learned counsel for the Respondents contended that there was an admission in the counter affidavit filed in the High Court that there were vacancies and that, therefore, the Respondents are entitled to be continued in service. We do not agree with the contention. The vacancies require to be filled up in accordance with the rules and all the candidates who would otherwise eligible are entitled to apply for when recruitment is made and seek consideration of their claims on merit according to the Rules for direct recruitment along with all the eligible candidates. The appointment on daily wages cannot be a conduct pipe for regular appointments which would be a back-door entry, detrimental to the efficiency of service and would breed seeds of nepotism and corruption. It is equally settled law that even for Class IV employees recruitment according to rules is a pre-condition. Only work-charged employees who perform the duties of transitory nature are appointed not to a post but are required to perform the work of transitory and urgent nature so long as the work exists. One temporary employee cannot be replaced by another temporary employee."

Thus, in view of the law laid down by the Hon'ble Apex Court as discussed above in the matter at hand, the Workman has been terminated long back in the year 1997 from the service by the Respondent in contravention of the provision contained under Section 25-F. He was working as a temporary messenger and had not worked against a regular permanent post. Moreover, period of 25 years has already been elapsed since his termination from Respondent service. As per record, he had worked as temporary workman for a period of 12 years i.e., from 1985 to 1997 in the Respondent employment. Therefore, keeping in view the nature of appointment and period of employment, in the facts and circumstances of the case the award of compensation instead of direction for reinstatement in the service would be appropriate relief and that will subserve the end of justice. Thus, in view of the above the Workman in this case is entitled for compensation instead of direction for reinstatement into service.

50. Now question arises how much compensation would meet ends of justice. In view of the circumstances of the case, Workman has served in the service of the Respondent management from 1985 to 1997 and has also gone under physical and mental agony during long period of litigation for more than 24 years at different levels. In the opinion of the court payment of a sum of Rs.2,00,000/- as lumpsum compensation to the Workman would meet the ends of justice. Therefore, the claim statement is partly allowed.

This Point is answered accordingly.

ORDER

The action of the management of State Bank of India, Local Head Office, Hyderabad in terminating the services of Sri B. Anantha Reddy, Temporary Messenger, with effect from 31.3.1997 is not justified. Therefore, termination order dated 31.3.1997 is hereby set aside and Respondent is directed to pay compensation of Rs.2,00,000/- to the workman within two months from the date of receipt of this award. The claim of workman for the relief of regularization of service is rejected. Reference is answered accordingly.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 21st day of July, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

WW1: Sri B. Anatha Reddy

Witnesses examined for the
Respondent

MW1: Sri Aluru Rama Rao

Documents marked for the Petitioner

Ex.W1:	Photocopy of Service certificate dt.21.8.96
Ex.W2:	Photocopy of Service certificate
Ex.W3:	Photocopy of Service certificate dt.2.4.91
Ex.W4:	Photocopy of service certificate dt.1.7.94
Ex.W5:	Photocopy of service certificate dt. 25.9.97
Ex.W6:	Photocopy of Service certificate dt.4.1.92
Ex.W7:	Photocopy of Ir. Reg. instructions – subordinates absorption of temporary employees dt.3.9.91
Ex.W8:	Photocopy of appointment Ir. of Petitioner as temporary messenger dt.16.1.92
Ex.W9:	Photocopy of appointment Ir. of Petitioner as temporary messenger dt.16.2.92
Ex.W10:	Photocopy of appointment Ir. of Petitioner as temporary messenger dt.13.3.92
Ex.W11:	Photocopy of appointment Ir. of Petitioner as temporary messenger dt.23.4.92
Ex.W12:	Photocopy of Ir. reg. appointment of Petitioner as per panel list dt.13.5.92
Ex.W13:	Photocopy of Service certificate dt.27.11.92
Ex.W14:	Photocopy of Service certificate dt.27.12.93
Ex.W15:	Photocopy of Service certificate dt.22.1.95
Ex.W16:	Photocopy of Service certificate dt. 25.2.95
Ex.W17:	Photocopy of Service certificate dt. 15.2.95
Ex.W18:	Photocopy of Service certificate dt.19.3.96
Ex.W19:	Photocopy of Service certificate dt.19.3.96
Ex.W20:	Photocopy of Service certificate dt.30.9.96
Ex.W21:	Photocopy of Service certificate dt.6.3.97
Ex.W22:	Photocopy of Service certificate dt.23.5.97

Documents marked for the Respondent

Ex.M1:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.17.11.87
Ex.M2:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.16.7.88
Ex.M3:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.27.10.1988
Ex.M4:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.9.1.1991
Ex.M5:	Photocopy of conciliation proceedings before the Regional Labour Commissioner(C) dt.9.6.1995
Ex.M6:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.30.7.1996
Ex.M7:	Photocopy of Memorandum of understanding dt. 27.1.1997
Ex.M8:	Photocopy of statements giving the particulars of 1989 messenger panel.
Ex.M9:	Photocopy of statement of 1989 Non-messenger panel
Ex.M10:	Photocopy of statement of 1992 panel
Ex.M11:	Photocopy of order of Hon'ble High Court in WA No.86/98 dt. 1.5.98
Ex.M12:	Photocopy of order in SLP No.11886-11888 of 1998 dated 10.8.98

नई दिल्ली, 10 अक्टूबर, 2025

का.आ. 1808.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दक्षिण पूर्व मध्य रेलवे के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (04/2019-20) प्रकाशित करती है।

[सं. एल – 12025/01/2025-आई आर (बी -I)-114]

सलोनी, उप निदेशक

New Delhi, the 10th October, 2025

S.O. 1808.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 04/2019-20) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Nagpur* as shown in the Annexure, in the industrial dispute between the management of South East Central Railway their workmen.

[No. L-12025/01/2025- IR(B-I)-114]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/Apln.04/2019-20

Date: 21.08.2025.

Party No.1:

1. The Divisional Personal Officer,
South East Central Railway,
Kingsway, Station Road, Nagpur - 440001
2. The Senior Divisional Commercial Manager,
South East Central Railways,
Kingsway, Station Road, Nagpur- 440001

V/s.

Party No.2:

Shri. Rajendra Kumar Kade
R/o. Moudekar Layout, Old Jaripatka,
WCL Road, In front of House of Kavita Landge,
Plot NO. 4, CMPT Road, Mahatma Fule Nagar,
Nagpur - 440014

AWARD

(Dated: 21st August, 2025)

In exercise of the powers conferred by Section (1) & (2) of Section 2-A of Industrial Disputes (Amendment) Act, 2010 ("the Act" in short), the applicant filed an industrial dispute between the employers, in relation to the management of The Division Personal Officer, South East Central Railways Nagpur Division, Kingsway, Station Road, Nagpur 440001, The Senior Divisional Commercial Manager, South East Central Railways, Kingsway, Station Road, Nagpur- 440001 and the applicant, Shri. Rajendra Kumar Kade for adjudication vide No. N-8(05)/2020-ID/IR dt. 27/02/2020, with the following issues framed: -

"Whether the action of the management of South East Central Railways through its Division Personal Officer and South East Central Railways through its Senior Divisional Commercial Manager in terminating the service of the workman Shri. Rajendra Kumar Kade is fair, just and proper? If not, to what relief the concerned workman Shri. Rajendra Kumar Kade is entitled to?"

2. Case is called out. Shri. A.D. Bhavne learned counsel for the respondent/management is present before the court but none is present on behalf of petitioner. From perusal of record, it is apparent that petitioner is not responding and attending the court since 20/09/2023, although Statement of Claim and Written Statement have been filed by the parties respectively. The petitioner has also filed his affidavit as evidence but petitioner has not come to the court to prove the contents of the Statement of Claim and the contents of the affidavit filed by him. No other evidence has been filed by the petitioner to prove his claim. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

ORDER

"The action of the management of South East Central Railways through its Division Personal Officer and South East Central Railways through its Senior Divisional Commercial Manager in terminating the service of the workman Shri. Rajendra Kumar Kade is fair, just and proper. The workman is not entitled to any relief."

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 2025

का.आ. 1809.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स कॉर्पोरेशन बैंक के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचाट (5/2023) प्रकाशित करती है।

[सं. एल – 12011/17/2023-आई आर (बी -II)]

सलोनी, उप निदेशक

New Delhi, the 10th October, 2025

S.O. 1809.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 5/2023) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of M/s Corporation Bank their workmen.

[No. L-12011/17/2023- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT
HYDERABAD**

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 22nd day of August, 2025

INDUSTRIAL DISPUTE No. 5/2023

Between:

The Vice President,

Corporation Bank Employees Union,

D.No. 24-3-25, flat No. G-6,

Sri Surya enclave,

Vijayawada-520003.

.....Petitioner

AND

1. M/s Corporation Bank Rep By
General manager, Award Staff wing,
(Head Office) Mangaladevi Temple
Road, Mangalore-575001.
2. M/s Corporation Bank Rep. By
Dy. General Manager, Zonal Head,
Sivani Towers, Gudavallivari Street,
Governor pet, Vijayawada-520002.

Appearances:

For the Petitioner : Union by petitioner

For the Respondent: Shri T. Koteswara Rao, Advocate

AWARD

The Government of India, Ministry of Labour by its order No.L-12011/17/2023-IR(B-II) dated 27/01/2023 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Corporation Bank and their workmen. The reference is,

SCHEDULE

“Whether the demand raised by the Corporation Bank Employees Union, Vijayawada vide letter dated 09.09.2019 in respect of Mr. P. Pullaiah, against the action of management of Corporation Bank, Manglore in not considering the temporary service for grant of pension, is proper, legal and justified? If yes, to what relief the workman concerned is entitled to and what directions. If any, are necessary in this respect?

The reference is numbered in this Tribunal as I.D. No. 5/2023 and notices were issued to the parties concerned.

2. After filing claim statement Petitioner remained absent. Despite sufficient opportunity accorded to him, the Petitioner did not adduce any evidence to substantiate his claim. Perused the record. Since the Petitioner has not substantiated his claim by any evidence, therefore, a ‘No-claim’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected by me on this the 22nd day of August, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 13 अक्टूबर, 2025

का.आ. 1810.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार महासागर नीला समुद्री के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (126/2019) प्रकाशित करती है।

[सं. एल – 44011/03/2019-आई आर (बी -II)]

सलोनी, उप निदेशक

New Delhi, the 13th October, 2025

S.O. 1810.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.126/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chennai* as shown in the Annexure, in the industrial dispute between the management of Ocean Blue Marine and their workmen.

[No. L-44011/03/2019- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

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

Date: 18-08-2025

Present: SUSHIL KUMAR-II,

PRESIDING OFFICER

Industrial Dispute No. 126/2019

BETWEEN

The Secretary,

Tuticorin Port Trust Democratic Union (CITU)

Near Harbour Hr.Sec.School,

Harbour Estate, VOC Port Trust

Tuticorin – 628 004.

: 1st Party/Petitioner

AND

1.The General Manager-HR

Ocean Blue Marine

9/3, Muniappa Lane, Gr.floor,

:

II Party/Respondents

Royapuram, Chennai-600 013.

2. The Terminal Manager,

PSA Sical Container Terminal Ltd.

7th Berth, VOC Port Trust,

Tuticorin-628 004.

3. The Chairman,

V.O.Chidambaranar Port Authority,

Tuticorin-628 004.

Appearance:

For the 1st Party/Petitioner : M/s. D.Geetha, Advocates

For the 2nd Party/Respondent No.1 : M/s. V.Sithannan, Advocates

For the 2nd Party/Respondent No.2 : M/s. Bazeer Ahamed, Advocates

For the 2nd Party/Respondent No.3 : M/s. Abdul Saleem, Advocates

The Central Government, Ministry of Labour & Employment vide its Order No. L-44011/03/2019 (IR(B-II)) dated 25.06.2019 referred the following Industrial Dispute to this Tribunal for adjudication.

2. The schedule mentioned in that order is:

“Whether the demand of the Union in regularizing the employment of S/Shri R. Piramanayagam & 27 others (Prime Mover Drivers) and S/Shri C.Navneetha Balakrishnan & 69 others (Lashing Labour) from various dates as per Annexure by the Management of M/s.PSA Sical Container Terminals Limited, Tuticorin in consonance with the clauses of BOT agreement dated 15.07.1998 is legal and justified? If so, to what relief the labourers are entitled to?”

2. On receipt of above reference from Central Government dated 25.06.2019, the dispute on reference was registered as ID No.126/2019 and notices were issued to parties for their appearance the they filed claim statement and counter statements respectively.

3. When the matter was taken up for hearing on 08.08.2025, the a joint Memo was filed on behalf of the Petitioner Union and 2nd Respondent M/s. PSA Sical Terminals Limited, Tuticorin duly signed by them as well the Counsel for the Petitioner Union and that of the Counsel for the 2nd Respondent. In the joint memo, it is that the Industrial Dispute No.126/2019 raised by the Petitioner Union regarding regularization of 28 contract workmen of G.A. Sivani Enterprises of M/s. PSA Sical Container Terminal Ltd. and 70 workmen of M/s. A.M.S. Enterprises, have been entered into amicable settlement between the Management of M/s. PSA Sical Terminals Limited, Tuticorin and 71 individual workmen, who were lastly employed by the contractors during November, 2024. As per the individual settlement dated 17.07.2025, all the 71 workmen concerned in this dispute have agreed to file a memo of no objection to close the present dispute before this Tribunal. Copies of individual settlements in respect of 71 workmen concerned are attached as Annexure ‘A’. Further, the petitioner Union is not pressing the demand raised in the schedule mentioned reference in respect of 27 workmen, whose names are shown in Annexure ‘B’.

4. In view of the above, both the parties pleaded to pass an Award that the present dispute raised by the petitioner union has been amicably settled out of court between these two parties and thus industrial dispute may be closed.

5. Having heard both the parties and perused the records. The joint memorandum dated 8-8-2025 being a part of record is taken into judicial note. On going through the memorandum of settlement, it is found that members of both the parties has agreed to the terms and conditions of the settlement and lend their signatures on 8-8-2025. It appears

that it is a voluntary agreement on the part of the Petitioner Union with the Second Party/Management of M/s. PSA Sical Terminal Limited Tuticorin.

AWARD

6. Taking into consideration the above facts, in my view, there exists no dispute for adjudication, as the Industrial dispute was already resolved between the parties by way of settlement.

There reference is answered accordingly.

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 13 अक्टूबर, 2025

का.आ. 1811.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नैशनल बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं -II दिल्ली के पंचाट (39/2009) प्रकाशित करती है

[सं. एल – 12012/92/2008- आई आर (बी -II)]

सलोनी, उप निदेशक

New Delhi, the 13th October, 2025

S.O. 1811.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 39/2009) 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 Punjab National Bank and their workmen.

[No. L-12012/92/2008- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT No. II, DELHI

Smt. MadhuGohar vs. Punjab National Bank

I.D. No. 39/2009

Smt. MadhuGohar, W/o Sh. ShyamLalGohar,

C-2/417, Janta Flats, Hastals,

New Delhi-110059.

Versus

The Branch Manager,

Punjab National Bank,

I.C.D. Tughlakabad,

New Delhi.

Counsels:

Ms. RituRastogi, Ld. AR for the claimant.

Sh. Niraj Kumar, Ld. AR for the management.

Award

28.08.2025

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour and Employment, vide its Order No. **L-12012/92/2008-IR(B-II)** dated 17.06.2009 has been pleased to refer the following dispute between the employer, that is the Management of Punjab National Bank and their workman for adjudication by this Tribunal, in the following terms:

“Whether the claims of the workman that (i) she has completed 240 days of services in a calendar year (ii) her services were terminated w.e.f. 23/10/2006 without following the procedure of Industrial Disputes Act, 1947 and (iii) she should be reinstated by the management of Punjab National Bank are legal and justified? To what reliefs are the workman concerned entitled to?”

In pursuance to the reference, the claimant had filed the claim statement. She claimed to be appointed as a Sweeper w.e.f. 30.01.2003 with the aforesaid Bank at a basic salary of Rs. 740/- per month, and her last drawn salary was Rs. 1050/- per month. On 23.10.2006, when she went to join her duty, the management refused to permit her to enter the premises and orally informed that her services had been terminated. She asserted that her termination was illegal, without due process, and without any charge-sheet or allegation against her. Hence, she filed the present claim with the prayer for reinstatement with full back wages.

The management filed its written statement raising a preliminary objection that the claimant was never appointed by the Bank through the regular process of employment and no appointment letter was ever issued to her. There was no employer-employee relationship, and the claimant could not be treated as a 'workman' under Section 2(s) of the I.D. Act, 1947. Relying upon the judgment in *State of Karnataka vs. Uma Devi and Ors., Civil Appeal Nos. 3595-3612 of 1999*, the management stated that backdoor entries into public employment are specifically barred, and therefore, the claimant is not entitled to relief. On merits, it admitted that claimant was engaged on an ad-hoc basis in the absence of a regular sweeper. The arrangement came to an end on 23.10.2006 when a regular sweeper joined the branch. She was paid for only the work complete, and no further obligation existed. The management lastly prayed for dismissal of the present claim.

Rejoinder had been filed by the claimant where she denied the averment made by the management in its written statement and affirmed the averments in her claim statement.

This Tribunal treated the terms of reference as issues:

- (i) whether the workman completed 240 days of service in a calendar year?
- (ii) whether her services were terminated w.e.f 23.10.2006 without following the procedure of Industrial Disputes Act, 1947.

In order to buttress her claim, the claimant herself has appeared in the witness box. She reiterated the averments made in the claim statement that she was appointed as a Sweeper w.e.f 30.01.2003 at the basic salary of Rs. 740/- per month and her last drawn salary was Rs. 1050/- per month. Her services were terminated on 23.10.2006.

She has relied upon the following documents:

- (i) Ex. WW1/1 is the copy of the order dated 17.06.2009.
- (ii) Ex. WW1/2 is the reference sent by the Ministry of Labour on 17.06.2009.
- (iii) Ex. WW1/3 is the School Leaving Certificate.
- (iv) Ex. WW1/4 to WW1/10 are the statements of Bank account showing the salary transferred.
- (v) Ex. WW1/11 is the letter dated 30.01.2007.
- (vi) Ex. WW1/12 is the copy of the notice dated 01.06.2007.
- (vii) Ex. WW1/13 is the postal receipts.
- (viii) Ex. WW1/14 is the courier receipt.

The claimant was put to the cross-examination wherein she admitted that she had joined the bank in the year 2003. Her mother in law was an employee of PNB as a Sweeper and she came to know about the vacancy through her. Her husband was also working in the same branch. She also admitted that no terms regarding salary or duty hours were discussed with her directly but were discussed with her husband.

In rebuttal, the management examined Sh. Kripa Narayan Singh, Chief Manager, Punjab National Bank. He deposed that the claimant was never appointed in the Bank as a Sweeper but was engaged on an ad-hoc basis on a leave/stop gap arrangement. He also relied on the *Umadevi* judgment and discussed the procedure of appointment in his affidavit.

The witness was cross-examined where he deposed that:

- He admitted that he was never posted at the Tughlakabad branch of the bank.
- He acknowledged annexing an advertisement issued by the bank's management in 2021 for filling certain posts.
- He was unable to specify when any recruitment advertisement was issued prior to 2021.
- He had no information regarding the number of employees recruited between 1995 and 2021 through the employment exchange or any formal channel.

- He denied the claim that no recruitment took place between 1990 and 2020 via employment exchange, proper channel, or public advertisement.
- He denied that all sub-staff cadre appointments during that period were made on an ad-hoc basis.
- He could not confirm whether Shyama Devi, allegedly the claimant's mother-in-law, was a permanent bank employee currently receiving a pension.
- He could not confirm whether Sh. ShyamLalGohar, the claimant's deceased husband, was a temporary employee of the bank or that an award in ID No. 20/2009 was passed in his favor by the tribunal in March 2022.
- He could not verify whether the document marked 'Mark A' was a communication from the Tughlakabad branch to the regional office, listing the seniority and workdays of temporary workers, including the claimant's name.
- He stated that the bank has guidelines for appointing temporary and casual employees.

The entire case of the claimant revolves around the fact that she worked under the management from 30.01.2003 to 23.10.2006, and her services were terminated without assigning any reason. She asserts that she completed 240 days of service in a calendar year. She also stated that between 2010 and 2020, vacancies in the bank for the class IV posts were filled on an ad-hoc basis. The management's witness produced only an advertisement from 2021 regarding filling of some posts similar to the claimant's duties. She further stated that the management's witness neither denied the document mark-A, nor did he produce it. Although the management was directed in 2018 to bring all the records regarding the claimant's services, it failed to produce the same, and therefore, an adverse inference should be drawn against the bank. It is also her case that the management admitted making payments to her through vouchers. Therefore, all necessary ingredients of her claim stand satisfied.

On the other hand, the management contended that the claimant was only engaged on ad-hoc basis in absence of a regular sweeper. Since, a regular sweeper was appointed w.e.f. 23.10.2006, her services were no longer required, and therefore, she is not entitled to any relief. It relied upon the judgments in **Range Forest Officer vs. S.T. Hadimani AIR 2002 SC 1147**, **Essen Deinki Vs. Rajiv AIR 2003 SC 38**, **Secretary, State of Karnataka vs. Umadevi (2006) 4 SCC 1**, asserting that the onus of proving the 240 working days is on the workman, which has not been discharged in the present case.

I have heard the arguments advanced by both parties, and have perused the records and evidence brought on record. The management's counsel placed reliance upon the judgment of **State of Karnataka vs. Umadevi (2006) 4 SCC 1** on 10.04.2006 wherein backdoor entry into public employment was specifically barred. However, this contention is not tenable because, firstly, the judgment had not been given in the context of Industrial Law. Secondly, in a recent judgment delivered by the Hon'ble Supreme Court of India in the **case Shripal & Anr. v. Nagar Nigam, Ghaziabad (Civil Appeal No. 8157 of 2024)**, the court explicitly held that:

The principle of 'equal pay for equal work' cannot be disregarded when workers have performed perennial duties under the direct supervision of the employer... Uma Devi cannot be used as a shield to justify exploitative employment practices that persist for years without legitimate recruitment processes.

Coming to the issue no.-1 i.e., whether the claimant completed 240 days of service in a calendar year. To bring a case within the scope of Industrial law, the claimant must first prove that she has completed at least one year of continuous service. Otherwise, she is not entitled to any protection under the provisions of the industrial law. The management simply denied the liability by stating that the claimant failed to discharge the onus.

In this regard, it is also important to mention here that in 2017, an application was filed by the claimant under section 11(3) of the Act for production of certain documents, seeking production of the following documents:

- Original/Duplicate copy of the reminder-I no. RMSD/STF/II/ dated 14.02.2004 issued under the signatures of Chief Manager, Punjab National Bank, Regional Office (South Delhi), New Delhi, addressed to the incumbent incharge B.O. Tughlakabad, New Delhi, Reg. Seniority list of Temporary Sweepers, showing the name of ShyamLal and Madhu.
- Salary Register, Attendance Register and personal file of Smt. MadhuGohar for the period from 30.01.2003 to 23.10.2006.
- Record of letter dated 30.11.2006 of Punjab National Bank addressed to Amarjit Singh on the subject of Receipt of Abhyavedan from ShyamLal.

The said application was decided in favor of the claimant, and the management was directed to produce the requisite records. However, the management failed to do so. The claimant cross-examined the management's witness about document Mark-A, which had been sought by the claimant earlier. It was a reminder issued by the then Chief

Manager, to the incumbent in-charge, Tughlakabad, New Delhi regarding seniority list of the temporary sweepers. The name of the claimant appeared in that list, with a total of 304 working days up to 31.12.2003. The original document was never produced by the management, nor did the management's witness deny its existence.

Therefore, on the strength of this document, it can be said that up to 31.12.2003, the claimant performed duties for 304 days. As far as the subsequent years are concerned, this tribunal has no hesitation in holding that the claimant proved that she was in continuous service during the relevant period, because the relevant records were with the management, and it failed to produce them. As the claimant completed 304 working days up to 31.12.2003, and considering the claimant's nature of work as a sweeper being perennial in nature, it is held that she completed 240 days in a calendar year.

Industrial law doesn't recognize part-time sweepers or full-sweepers. It only recognizes whether a workman has worked for 240 days in a calendar year. In the present case, the claimant has already established that she worked for more than 240 days in a calendar year with the respondent.

The argument of the respondent that the claimant was never appointed through regular appointment holds no merit. Even if the appointment was made in violation of the law, it doesn't give any leverage to the management to deny the existence of employee-employer relationship. It is evident on record that she continuously worked for three years, therefore, the employee-employer relationship stands established. Further, the claimant was required to prove that her services were terminated in violation of section 25F of the Industrial Disputes Act, 1947. This requirement has also been fulfilled, as the management denied the existence of the employee-employer relationship, therefore, no question of compliance of section 25F of the arises.

In view of the above, it is clearly established that the claimant was engaged with the management for more than 240 days in a calendar year until her services were terminated in violation of section 25F of the Industrial Disputes Act, 1947. The aforesaid action on the part of the management is in violation of the principles of natural justice.

Now, the question that arises is what relief the claimant is entitled to. As a general rule, when termination is declared illegal, the appropriate relief is **reinstatement with full back wages**. It has been held by the Hon'ble Supreme Court of India in the case titled as **Employers, Management of central P& D Inst. Ltd. vs. Union of India & Another, AIR 2005 Supreme Court 633** that it is not always mandatory to order reinstatement even after the termination is held illegal. Instead, compensation can be granted by the industrial adjudicator. Similar views were expressed by Hon'ble High Court of Delhi in the case titled as **Indian Hydraulic Industries Pvt. Ltd. Vs. Kishan Devi and Bhagwati Devi & Ors., ILR (2007) Delhi 219** wherein it was held by the court that even if the termination is found to be illegal, the relief of reinstatement with full back wages need not be granted automatically, and the relief may be moulded according to the facts and circumstances of each case, and the court can allow compensation to the claimant instead of reinstatement with back wages. The same principle has been reiterated by the Apex Court in **Maharashtra State Road Transport Corporation vs. Mahadeo Krishna Naik 2025 Latest Caselaw 157 SC**, wherein it was observed that upon dismissal being aside by a court of Law, reinstatement with full back wages is not an automatic relief and in certain situations, lump sum compensation is a better relief.

Given these circumstances and the long litigation faced by the claimant, a lump sum compensation of Rs. 7,00,000/- (Rupees Seven Lakhs Only) is considered an appropriate relief in lieu of reinstatement. The management is hereby directed to pay the said amount within two months of notification of this award, failing which the management shall also pay interest @ 8% per annum on the aforesaid amount from the date of award till the date of realization. A copy of this award be sent to the appropriate government for notification under section 17 of the I.D Act. The file is consigned to record room.

ATUL KUMAR GARG, Presiding Officer

Dated 28.08.2025

नई दिल्ली, 13 अक्टूबर, 2025

का.आ. 1812.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में

केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (19/2016) प्रकाशित करती है

[सं. एल – 12012/9/2016- आई आर (बी -II)]

सलोनी, उप निदेशक

New Delhi, the 13th October, 2025

S.O. 1812.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 19/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow* as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen.

[No. L-12012/9/2016- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, LUCKNOW

PRESENT

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I.D. No. 19 of 2016

Reference No. L- 12012/9/2016-IR(B-II) dated: 28.03.2016

BETWEEN

Shri Amarjeet Singh, Mahamantri Central Bank Employee's Association D-75, Sector D, LDA Colony Kanpur Road Lucknow

Versus

1. Deputy General Manager, Central Bank of India, Regional Labour Commissioner, 73 Hazratganj Lucknow-228001
2. Zonal Manager, Central Bank of India, Zonal office, 23 Akash Deep building, V.S. Marg, Hazratganj Lucknow

Judgment

By means of order/reference no. L- 12012/9/2016-IR(B-II) dated: 28.03.2016, the Central Government considered it desirable to refer the dispute for adjudication to the following effect:-

“क्या श्री एस. के. दास गुप्ता को बैंक प्रबंधन द्वारा पीपीए फॉर अवार्ड स्टाफ दिनांक 29/05/2015 के चेप्टर एन II के क्लॉस एन 2.2 में दर्शायी डिबॉरमेंट अवधि की गणना को आरोप पत्र के सर्व होने की तिथि से न मान कर प्रोन्नति के आवेदन को अस्वीकार किया जाना न्यायोचित व वैध है? यदि नहीं तो वादी किस राहत को पाने का हकदार है?”

Sri S.K. Das Gupta, workman who was working and discharging his duties as scale-I officer at Orai branch of Central Bank of India (hereinafter referred to as Bank) served charge sheet and a disciplinary proceeding was initiated. On 19.02.2008 the disciplinary authority passed the punishment order by which he has been dismissed from service.

Aggrieved by dismissal order, Sri S.K. Das Gupta filed a review petition before General Manager/Competent Authority. On 19.07.2010, reviewing authority passed an order, operative portion is quoted hereunder:

“I hereby order that through this review process his dismissal gets set aside and he reinstated in the service of the Bank as a clerk and after reinstatement his basic would be reduced by two stage for a period of two years. Since substantial benefits has been granted to him, now, be taking Shri Das Gupta back in the employment of the Bank that he will not be entitled to any wage arrears or increment, salary or any other service related benefit etc. from the date of dismissal till the date of his joining the duties now.”

Further Sri S.K. Gupta filed a W.P. No. 601 (SB) of 2010 Swapan KUMAR Das Gupta v. Central Bank of India Central Office Chandramukhi Building, which was disposed of by order dated 20.07.2010.

Thereafter, Sri S.K. Das Gupta joined his duties in the Bank and after joining his duty he submitted his representation to the competent authority praying therein that in view of the PPA for award staff, he is entitled for promotion from clerical to officer grade, JMJ Scale-I under seniority channel; however, no heed has been paid; accordingly, Sri S.K. Das Gupta through Secretary/Mahamantri, Central Bank Employees Association, Lucknow raised an industrial dispute and on 28.03.2016 the reference as quoted herein above, was referred to this Tribunal for adjudication.

On 27.05.2016, workman filed a claim statement and has prayed that keeping in view the facts and circumstances of the case, he be promoted with retrospective effect from clerical to officer grade, JMG Scale-I under seniority channel with all consequential benefits.

On behalf of respondent written statement was filed on 17.02.2017, thereafter documents were exchanged between the parties, and on behalf of workman Sri S.K. Das Gupta in order to support his case filed his evidence on affidavit and was cross-examined on 06.03.2023.

During the pendency of the present case, Sri S.K. Das Gupta died on 06.07.2023; accordingly, substitution application was moved by his wife Smt. Shankari Das Gupta on 15.12.2023, supported by an affidavit as well as with the death certificate, allowed by this Tribunal accordingly, in place of deceased she was substituted as his legal heir.

On behalf of respondent Sri Garurav Gunjan, learned counsel for respondent raised a preliminary objection that relief as claimed by the workman now deceased submitted by legal heir that after he been reinstated in service in pursuance to the order passed by the reviewing authority dated 19.07.2010 all alternative from the date of passing the order by the Hon'ble High Court in WP No. W.P. No. 601 (SB) of 2010 dated 20.07.2010 he be promoted from clerical to officer grade, JMG Scale-I under seniority channel as per PPA for award staff dated 29.05.2000, clause M2.2, Chapter M-II of PPA for Award staff dated 29.05.2000 cannot be granted as the same is beyond the terms of reference; accordingly, request that the present ID case filed by the workman be dismissed.

Sri Vibhakar Kushwaha, legal representative on behalf of workman initially argued at some length that as per the facts of the case Sri S.K. Das Gupta, deceased, now substituted is entitled for the benefit as claimed by him at least from the date of passing of the judgement by the Hon'ble High Court.

Further, he does not rebut the preliminary objection taken by Sri Gaurav Gunjan, learned counsel for respondent in the matter in question but requests that in place of charge sheet it should be read as the date of joining of services after passing of the order passed by the review authority dated 19.07.2010 or in alternative from the date of passing the order by the Hon'ble High Court.

I have heard the learned counsel for parties and going through record.

In the present case, from the perusal of reference which is quoted herein above, in the said reference it is mentioned that whether non counting of period of debar from the date of service of charge sheet in accordance with clause N 2.2 of chapter N-II of PPA for Award Staff dated 29.05.2015 and rejecting his representation is legal?, keeping in view the said facts the relief as prayed by the claimant and the argument as raised by him cannot be granted because the same is beyond the scope of reference.

Accordingly, first and foremost question to be decided in present case, whether the relief as claimed by the claimant in present case, can be granted to him by this Tribunal as per the term of reference or not?

Answer to said question find place in the case of **Hochtef Gammon v. Industrial Tribunal, Bhubaneswar, Orissa and ors. AIR 1964 SC 1746** wherein it has been held as under:

"9. In dealing with this question, it is necessary to bear in mind one essential fact, and that is that the Industrial Tribunal is a Tribunal of limited jurisdiction. Its jurisdiction is to try an industrial dispute referred to it for its adjudication by the appropriate Government by an order of reference passed under s. 10. It is not open to the Tribunal to travel materially beyond the terms of reference, for it is well-settled that the terms of reference determine the scope of its power and jurisdiction from case to case. Section 10 itself had been subsequently amended from time to time. Act 18 of 1952 made substantial amendments in s. 10. One of these amendments was that s. 10(1)(d) now empowers the appropriate Government to refer the dispute or any matter appearing to be connected with, or relevant to, the dispute, whether it relates to any matter specified in the Second Schedule, or the Third Schedule, to a Tribunal for adjudication. In other words, under s. 10(1)(d), the appropriate Government can refer to the Industrial Tribunal not only a specific industrial dispute, but can also refer along with it matters appearing to be connected with, or relevant to, the said dispute. In that sense, the power of the appropriate Government has been enlarged in regard to the reference of industrial disputes to the Tribunal.

10. Section 10(4) which was also added by the same amending Act provides, inter alia, that the jurisdiction of the Industrial Tribunal would be confined to the points of dispute specified by the order of reference, and adds that the said jurisdiction may take within its sweep matters incidental to the said points. In other words, where certain points of dispute have been referred to the Industrial Tribunal for adjudication, it may, while dealing with the said points, deal with matters incidental thereto, and that means that if, while dealing with

such incidental matters, the Tribunal feels that some persons who are not jointed to the reference should be brought before it, it may be able to make an order in that behalf under s. 18(3)(b) as it now stands.

11. Section 10(5) has now conferred power on the appropriate Government to add to the reference other establishments, groups or classes of establishments of a similar nature, if it is satisfied that these establishments are likely to be interested in, or affected by, such dispute. In other words, if industrial dispute is referred to a Tribunal for adjudication, and in the area within the territorial jurisdiction of the appropriate Government there are other establishments which would be affected by, or interested in, such a dispute, the appropriate Government may add them to the said reference either at the time when the reference is initially made, or during the pendency of the said reference proceedings; but in every case, such additions can be made before the award is submitted. Now, if such persons are added to the reference, the industrial Tribunal may in exercise of its powers under s. 18(3)(b) summon them to appear before it."

In the case of **Pottery Mazdoor Panchayat v. Perfect Pottery Co. Ltd. & ors. AIR 1979 SC 1356.**

"5. On July 1, 1967 the respondent purported to close down the business. We say "purported", because whether the business was, truly and in fact, closed or not is a matter on which the parties have joined issue. The case of the appellant is that respondent had closed the place of business and not the business itself. After the closure, or shall we say the 'alleged closure', the Central Government on September 16, 1967, made a reference under Section 10(1)(d) of the Central Act to the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur, on the following question :

Whether the employers in relation to the Poly Pather Clay Mines of Perfect Pottery Co. Ltd., Jabalpur, were justified in closing down the said mine and retrenching the following 81 workers with effect from July 1, 1967. If not, to what relief are the workmen entitled?

16. We are, therefore, of the view that the High Court was right in coming to the conclusion that the two Tribunals had no jurisdiction to go behind the references and inquire into the question whether the closure of business, which was in fact effected, was decided upon for reasons which were proper and justifiable. The propriety of or justification for the closure of a business, in fact and truly effected, cannot raise an industrial dispute as contemplated by the State and Central Acts."

In the case of **Mahendra L. Jain & ors v. Indore Development Authority & ors 2005 (1) SCC 639** held as under"

"34. Furthermore, the Labour Court having derived its jurisdiction from the reference made by the State Government, it was bound to act within the four-corners thereof. It could not enlarge the scope of the reference nor could deviate therefrom. A demand which was not raised at the time of raising the dispute could not have been gone into by the Labour Court being not the subject-matter thereof."

Hon'ble Rajasthan High Court in the case of **the Management, M/s. Rambagh Palace Hotel Ltd. V. Sate of Rajasthan 2000 (86) FLR 134** observed as under:

"It is settled law that the Industrial Tribunal can only adjudicate the reference made to it by the Government and cannot substitute its own reference or terms of reference or even cannot go beyond the terms of the reference. It is the function of the Tribunal to answer the reference as is referred to and once the reference has been made on the demand made by the workers/union, it is incumbent on the Labour Court or Industrial Tribunal to decide the same....."

In **Tarsem Singh vs. Judge, Labour Court & others 2008 (116) FLR 346**, it was held as under:

"8. The Labour Court cannot enlarge the scope of reference nor can it deviate therefrom. It may be observed that the Labour that the Labour Court derives its jurisdiction from the reference made by the appropriate government and, therefore, it is bound to act within the four corners of the reference.

Hon'ble Supreme Court, in the case of **State Bank of Bikaner and Jaipur vs. Om Prakash Sharma 2006 (109) FLR 1203** laid bare the well settled proposition of law and, in the context, categorically held as follows:

"In the instant case, the award of the Labour Court suffers from an illegality, which appears on the face of the record. The jurisdiction of the Labour Court emanated from the order of the reference. It could not have passed an order going beyond the terms of reference. While passing the award, if the Labour Court exceeds its jurisdiction, the award must be held to be suffering from a jurisdictional error. It was capable of being corrected by the High Court in exercise of its power of judicial review. He High Court, therefore, clearly fell in error in refusing to exercise its jurisdiction. The award and the judgment of the High Court, therefore, cannot be sustained"

Hon'ble Apex Court in **Bhogpur cooperative Sugar Mills Ltd. vs. Harmesh Kumar (2008) 2 SCC (L&S) 128** observed as under:

"The Labour Court derived its jurisdiction from the terms in reference. It ought to have exercised its jurisdiction within the four corners thereof."

Hon'ble Apex Court in the case of **Osshiair Prasad & others vs Employers in Relation to Management of Sudamdih Coal Washery of M/s. BCCL, Dhanbad 2015 (144) FLR 830** observed as under:

“25. It is thus clear that the appropriate Government is empowered to make a reference under section 10 of the Act only when “Industrial dispute exists” or “is apprehended between the parties”. Similarly, it is also clear that the Tribunal while answering the reference has to confine its inquiry to the question(s) referred and has no jurisdiction to travel beyond the question(s) or/and the terms of the reference while answering the reference. A fortiori, no inquiry can be made on those questions, which are not specifically referred to the Tribunal while answering the reference.”

Thus, in nut shell the position of law on the point in issue can be summarized as under:

Undoubtedly the Labour Court gets its jurisdiction from the reference and it is not like the Civil Court that any one Court, which entertains every suit. The Labour Court cannot go beyond the terms of reference nor it can travel beyond the pleadings and arrogate the power to raise issues which the parties to the reference are precluded to raise. The terms of reference determine the scope of the power and jurisdiction of the Labour Court, from case to case. Whether certain points of dispute have been referred to the Industrial Tribunal for adjudication it may, while dealing with the said points, deal with matters incidental thereto. However, such power cannot be exercised by the Court/Tribunal so as to enlarge materially the scope of reference itself for the reason that the Court/Tribunal derives its jurisdiction

Award

For the foregoing reasons the workman is not entitled for any relief as per the Reference No. L- 12012/9/2016-IR(B-II) dated: 28.03.2016 and the same is answered accordingly.

Lucknow.

09th April, 2025

Justice ANIL KUMAR, Presiding Officer

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

नई दिल्ली, 13 अक्टूबर, 2025

का.आ. 1813.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **बैंक ऑफ बड़ोदा** के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **लखनऊ** के पंचाट (08/2023) प्रकाशित करती है

[सं. एल – 12011/119/2022- आई आर (बी -II)]

सलोनी, उप निदेशक

New Delhi, the 13th October, 2025

S.O. 1813.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 08/2023) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow* as shown in the Annexure, in the industrial dispute between the management of **Bank of Baroda** and their workmen.

[No. L-12011/119/2022- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, LUCKNOW

PRESENT

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I.D. No. 08/2023

Ref. No. L-12011/119/2022-IR(B-II) dated 09.01.2023

BETWEEN

The General Secretary, All India Ex Servicemen Bank Employees Federation, (UP Unit), State Office, -548C/170, Chandrodya Nagar, Devpur, Rajajipuram, Lucknow-226017

AND

The Managing Director,, Bank of Baroda, Baroda Bhawan, RC Dutt. Road, Alkapuri, Baroda-39007

AWARD

By order No. L-12011/119/2022-IR(B-II) dated 09.01.2023 the present industrial dispute has been referred for adjudication to this Tribunal in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

"Whether the demand raised by All India Ex-Servicemen Bank Employees Federation, Lucknow vide letter dated 16.03.2021 against the management of Bank of Baroda, Baroda over the issue of not sharing information regarding marks obtained by the candidate in written test as well interview also, is proper, legal & justified? If yes, what relief the union concerned is entitled to and what directions, if any, are necessary in this respect?"

Claimant, General Secretary, All India Ex-Servicemen Bank Employees Federation, Lucknow has filed claim statement on 20.03.2023.

In brief, the facts as stated in the claim petition are as under:

Bank of Baroda vide its circular no. HO:BR:112:444 dated 26th Nov 2020 (Encl 1) invited applications from eligible candidates for promotion from subordinate cadre to clerical cadre 2020-21. The circular for promotion violated Govt of India guidelines regarding discontinuation of conducting interviews in group 'C' & 'D' or equivalent cadre vide DOPT letter NO. 39020/01/2013-ESTT (B) dated 29th Dec 2015 (encl 2). Department of financial services (MoF) vide its letter F.No. 2/2/2015-IR dated 22 Dec 2015 (Encl 3) notified to all Public sector banks to discontinue interview in clerical and sub ordinate cadre in promotion. Eligible candidates which include our ex-servicemen candidates applied for the said exam and scored well, despite that their selection was not done due to various unfair practices. The unfair irregularities were put on record vide our letter no ALEXBEF/admin/04 dated 09 Feb 2021 which was never replied by Bank of Baroda, thereafter FOC ministry referred for adjudication. Further we received various complaints from our members regarding unlawful practice of omission and commission in the interview which was conducted illegally, despite good score in written exam; even candidates with above 94% of marks were not selected for promotion. The management of Bank of Baroda favored candidates of their choice and declared promotions result.

Candidates from particular zonal/regional offices were awarded exceptional marks in interview to surpass the candidates, who had scored well in online exam. It clearly vindicated the fact of omission and commission and unfair practices leading to corruption in interview of said cadre.

DISPUTES: We therefore would like to submit the following:

2. VIOLATION OF GOVT ORDER VIDE DOPT NO, 39020/01/2013-ESTT (B) DATED 29TH DECEMBER, 2015, Govt of India (DOPT) vide its circular no 39020/01/2013-Estt (B) dated 29th December, 2015 and letter F.No. 2/2/2015-IR dated 22 Dec 2015 had ordered to discontinue the interview in group 'C' & 'D' or equivalent clerical and sub ordinate cadre to curb corruption and have more objective selection process in transparent manner substantially easing the problems of employees. The prime minister had emphasized that the recruitment should be made on merit basis through transparent, online processes leading to less Government and more Governance, similarly DFS ordered to discontinue the same in clerical and sub ordinate cadre by 31 Dec 2015..

The Circular is applicable in PSU Banks internal promotion of subordinate to clerical cadre also But Bank Of Baroda circular as attached in said promotion violated the above quoted DOPT and DFS circular of Govt of India leading to corruption and nepotism, which impacted the selection of our members. Hence we request for selection of our members retrospectively based on written/online exam marks and further to discontinue the interview in the promotion from clerical and sub ordinate cadre.

3. MANAGEMENT OF BOB COMMITTED THE FOLLOWING OMISSION AND COMMISSION:

(a) UNFAIR PRACTICES: Many candidates scored above 90% marks in online exam were awarded exceptionally less marks in interview to give edge to the desired candidates, who scored far less in written but have been awarded maximum in interview. It clearly vindicates that selected candidates have grossly been favored for promotion leading to corruption. Hence officials responsible for such unfair labor practice be brought to justice and be punished under appropriate provisions.

(b) WEIGHTAGE OF ACADEMIC AND PROFESSIONAL QUALIFICATION:

Unlike other cadre promotion exam, candidates appearing in this exam were not awarded weightage of marks for their higher academic and professional qualification. The candidate having 10th pass degree are

treated at par with MBA/professionally qualified candidates. However, other cadre promotion exams have this criteria leading discrimination between cadres in their circular. So appropriate weightage be awarded to candidates in selection process for academic/professional qualifications.

(c) VIOLATING GOVT GUIDELINE WEIGHTAGE OF TWO YEARS TO EX-SERVICEMEN NOT AWARDED: EX- Servicemen candidates are awarded a weightage of two years for their past services in defence services vide Ministry of Finance letter no. 02/8/78-SCT(B) dated 28th January, 1983 and further F. No. 10/49/84-SCT (B) dated 13th Aug 1986 (Encl-4). But no weightage were given to ex-servicemen candidates. Therefore, Govt order be implemented in letter and spirit and merit may be prepared post awarding weightage of two years to our members.

Accordingly, the claimant association has prayed for following relief:

“(a) Selection of candidates for said promotion may be done on the basis of score in online examination along with weightage of qualification, seniority and two years weightage for ex-servicemen. All our members as candidates be promoted retrospectively as per ibid circular of BOB.

(b) Abolish interview in subordinate and clerical cadre promotional exam.

The result with marks of all part of Exam be made public.

(c) The result with marks of all part of Exam be made public.

(d) Practices of all omission and commissions to be made public to make procedure transparent.

(e) Errant officials be brought to justice for violation of Govt order and unfair labor practice.”

On 03.05.2023 on behalf of respondent, Bank of Baroda following preliminary objections were taken:

“1. That the present reference order is legally not maintainable on the ground that the above dispute was filed by the claimant union before Learned Regional Labour Commissioner, Lucknow against the alleged violation of law in the promotion process, which was already completed prior to the passing of reference order.

Further the promotion process had already took place and therefore seeking the relief of granting promotion to all members of the claimant union would be vague and illegal.

3. That further also the relief made in para 4(a) and para 4(b) are beyond the scope of reference order dated 09.01.2023 and therefore claimant union ought to have delete or not press relief made in para 4(a) and para 4(b) of claim application.

4. That secondly claimant union had failed to provide any list or names of the members who may be entitled for any relief under the purview of present reference order and also to enable the bank to file its categorical and specific reply in respect of the person who are claiming relief through the present union. Thus the reference order and claim application is itself vague and legally not maintainable.

5. That non disclosure of list of affected persons/interested persons in the present claim application and also non-mentioning in the reference order would result into vagueness and ambiguity in the claim application and reference order and in the absence of the name of the affected union members no relief may be granted by this Hon'ble Tribunal.

6. That moreover the claimant union had also failed to mention any name of the candidates who had been allegedly not given he benefit of promotion as per the claim statement filed by the union and such relief is also vague.

7. That further also the present union has no locus to claim the relief of promotion of various alleged candidates and such relief is to be made specifically in persona and such relief are not in rem. Therefore the present reference as well as claim application would be legally not maintainable and liable to be rejected in lime.”

Thereafter, on behalf of claimant rejoinder was filed on 01.02.2024, quoted hereunder:

“That Bank of Baroda despite Industrial dispute pending at Regional Labour commissioner, Lucknow moved on with the process of promotion of Peon to clerk willfully in violation to Govt of India order of discontinuation of conducting interview in group 'C' & 'D' or equivalent cadre vide its DOPT NO. 39020/01/2013-ESTT (B) dated 29th Dec 2015 and department of financial services vide its letter F.No. 2/2/2015-IR dated 22 Dec 2015 (Encl 3) notified notifies to all Public sector banks to discontinue interview in clerical and sub staff cadre in promotion. Eligible candidates which included our ex-servicemen candidates applied for the said exam and scored well, despite that their selection was not done due to various unfair practices of corruption and nepotism.

But as the process has been completed and affected candidates have been promoted we urge upon you not to

review promotion but to discontinue interview in sub staff and clerical staff promotion as per Govt policy to ensure transparency and end unfair labour practice.

2. Bank management failed give weightage of two years seniority to Ex-Servicemen candidates for their past services in defence forces as ordered vide Ministry of Finance letter no. 02/8/78-SCT(B) dated 28th January, 1983 and further F. No. 10/49/84-SCT (B) dated 13th Aug 1986. But no weightage was given to ex-servicemen candidates.

Govt order be implemented in letter and spirit and same be applied in this selection process with award of weightage of two years to ex-servicemen candidates without any deviation from Govt circular which BOB has done with modification by adding illogical and irrelevant term "whether successful or not".

Also weightage of educational qualification be awarded before merit list and same be published to be viewed by candidates in transparent manner.

3. N/A as candidates promoted in next promotion calander.

485. same as para 3.

6 & 7. That conduct of interview in sub staff and clerical cadre promotion was done away be the govt and same was implemented in other PSU banks but BOB illegally continued it for corruption and hence to be discontinued in line to the govt order. Also weightage to ex-servicemen and weightage of educational qualification be awarded to eligible candidates."

After hearing learned counsel for parties and going through records, it is clearly borne out rather admitted by Sri Abhishek Misra, advocate appearing on behalf of claimant that all the members of the Association i.e. All India Ex-servicemen Bank Employees Federation (UP) had appeared in the written test and the were unsuccessful. He further submits that even if the members of the claimant association had appeared in written test then on their behalf the procedure can be asked as per the reference.

On behalf of respondent Sri S.K. Shukla, advocate submits that before conducting the exercise in question, the advertisement was issued which the entire procedure and policy on the basis of which the exercise in question has been done, published and same was within the knowledge of the members of association who has filed present claim petition before this Tribunal in pursuance to the reference dated 09.01.2023; and once they are unsuccessful then in that circumstances, present present reference raised by them is not maintainable, keeping in view the relevant portions of section 10 read with Schedule V of the Industrial Dispute Act, 1947, so, the present statement of claim is liable to be dismissed.

Finding & conclusion:

I have heard learned counsel for parteis and gone through the records.

In order to decide the controversy to quesiton it will appropriate to consider the right of unsucessful candiate who appeared in selection, in brief, the same is as under:

Unsuccessful candidates cannot challenge a selection Once a candidate has participated in a selection process without reserve, he forfeits his right to challenge the ultimate selection. This is so because a candidate cannot be allowed to approbate and reprobate at the same time. Once he takes the advantage of appearing in the selection test he is supposed to have waived any procedural irregularity in such selection and thereby forfeits his right to challenge the legality of holding it. He can, however, challenge the selection process on grounds of mala fide and other patent irregularities committed in the selection process.

The Hon'ble Apex Court in the case of **Om Prakash Sukla v Akhilesh Kumar Sukla AIR 1986 SC 1043; 1986 SCC (L&S) 644** held that respondent did not succeed in the competitive examination, held in 1981. He filed a writ petition on certain pleas that the examination was not conducted in terms of extant rules. The High Court allowed the writ petition of the respondent and quashed the result of selection in respect of the District of Kanpur and because of that the appellant lost his appointment.

The Hon'ble Supreme Court on merits struck down the order of the High Court but also observed that the unsuccessful respondent had no locus standi to challenge the selection:

"Moreover, this is a case where the petitioner in the writ petition should not have been granted any relief. He had appeared at the examination without protest. He filed the petition only after he had perhaps realized that he would not succeed in the examination. The High Court itself has observed that the setting aside of the results of examination held in other districts would cause hardship to the candidates who had appeared there. The same yardstick should have been applied to the candidates in the district of Kanpur also. They were not responsible for the conduct of the examination."

The said position of law has been time and again reiterated by the Hon'ble Supreme Court, the participation in selection process acts as a bar of estoppel to any subsequent challenge to the resultant selection. (see *M. Thaha v*

National Institute of Rural Development 1992(4) SLR 65; Madanlal v State of J&K (1995)3 SCC 486; 1995 SCC (L&S) 712; State of West Bengal v Bandan Bain (1996)1 SCC 627; 1996 SCC (L&S) 349 and University of Cochin v N.S. Kanjoonjamma (1997)4 SCC 426; Dhananjay Malik v State of Uttaranchal (2008)1 SCC (L&S) 1005; Union of India v S. Vinode Kumar (2007)8 SCC 100; (2007)2 SCC (L&S) 792; Vijendra Kumar Verma v Public Service Commission (2011)1 SCC 150; (2011)1 SCC (L&S) 21, Manish Kumar Shahi v State of Bihar (2010)12 SCC 576; (2011)1 SCC (L&S) 2561)

The Hon'ble Supreme Court in the case of **Suneeta Agarwal v State of Haryana (2000)3 SLJ 30; 2000 SCC (L&S) 313** held that the Selection Committee interviewed the candidates and recommended the name of the petitioner though she was placed at Serial No. 2. Vice-chancellor, however, did not approve of the recommendation and directed for fresh advertisement. Following the fresh advertisement the appellant appeared without protest before the Selection Committee and simultaneously filed a writ petition against earlier deprival. By an interim order, the selection was allowed to continue but the result was withheld. However, the interim order was not brought to the notice of the Vice-Chancellor who in ignorance of the said interim order approved the recommendation in favour of one Kamlesh Kumari Bhatia and consequently the selected candidate joined the post. However, on getting the notice of the interim order, the Vice-Chancellor withdrew the appointment of Kamlesh Kumari Bhatia, when she also filed a writ petition. Both these writ petitions were heard together by the High Court and Suneeta Agarwal's petition was dismissed but the petition of Kamlesh Kumari was allowed. Suneeta Agarwal challenged the High Court decision.

On these facts the Supreme Court held as under relevant portion quoted as under:

"The appellant having appeared before the Selection Committee without any protest and having taken a chance, we are of the view that the appellant is estopped by her conduct from challenging the earlier order of the Vice-Chancellor. The High Court was justified in refusing to accord any discretionary relief in favour of the appellant. The writ petition was rightly dismissed."

Further, the Hon'ble Supreme Court in *State of West Bengal v. Bandan Baem (1996) 1 SCC 627* held that "there are other substantive reasons why an unsuccessful candidate shall not be allowed to agitate the selection". The unsuccessful candidate has no stakes to lose. However, any adverse decision about the select panel will jeopardize or delay the enjoyment of rights of successful candidates. It is, therefore, necessary that the interest of the successful candidates shall be protected.

Thus, on the point in question, in brief, the law is that "the principle of law equally applies to a candidate who did not appear at interview (or did not apply), as he would have no occasion to contest the result of the interview (or selection) proceedings". (see *Srikant Prasad Srivastava v. Abdus Samad 1999 SCC (L&S) 1072*)

Reverting to the facts of the present case, it is not in dispute; rather admitted between the parties that the claimants/workmen who are the members of the Association appeared in the promotion exercises as well as interview for the post in question and they were unsuccessful, so, keeping in view the said facts as well as the position of law as stated above, they have got no right for seeking information in regard to the marks obtained by the candidates in written test as well as in the interview.

For the foregoing reasons, the case is dismissed and; and the claimant association is not entitled for any relief.

Award as above.

Lucknow.

18th July, 2025

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 13 अक्टूबर, 2025

का.आ. 1814.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कॉर्पोरेशन बैंक के प्रबंधन, संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं -II दिल्ली के पंचाट (16/2008) प्रकाशित करती है

[सं. एल – 12011/162/2006- आई आर (बी -II)]

सलोनी, उप निदेशक

New Delhi, the 13th October, 2025

S.O. 1814.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 16/2008) 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 Corporation Bank and their workmen.

[No. L-12011/162/2006- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM – LABOUR COURT NO. II, NEW DELHI

I.D. No. 16/2008Smt. Sheela vs. Corporation Bank**Smt. Sheela,**

W/o Shri Nirmal Prasad,

Through Corporation Bank Safai Karmchari Sangh,

6054, Gali Mandir Satya Narayan,

Nabi Karim, Paharganj, New Delhi-110055.

...Applicant/Claimant

Versus

The Senior Manager,

Corporation Bank,

Chandni Chowk Branch,

Delhi-110006.

...Management/respondent

Counsels:

For Applicant/ Claimant:

Ms. Mamta Yadav and Sh. Rajvir Chaudhary, Ld. ARs.

For Management/ Respondent:

*Sh. Rajat Arora, Ld. AR.***AWARD****03.09.2025**

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India, through the Ministry of Labour and Employment, vide its Order No. L-12011/162/2006-IR (B-II) dated 30.04.2008, has been pleased to refer the following dispute between and for adjudication by this Tribunal in the following terms:

“Whether the termination of services of Smt. Sheela, Part-time Sweeper w.e.f. 04.10.2006 by the management of Corporation Bank is legal and justified? If not, to what relief the concerned workman is entitled?”

Pursuant to the reference, the claimant appeared and filed her claim statement stating that she was initially appointed as a part-time Safai Karmchari with Corporation Bank at its Chandni Chowk Branch, Delhi, on 09.04.2003, drawing a wage of Rs. 1,750/- per month. It is averred that she had performed her duties sincerely and diligently throughout her engagement, without giving any reason for complaint.

According to her, on 04.10.2006, the management abruptly refused to allow the workman to resume her routine duties. Upon enquiry, the officials informed her that her services stood terminated on account of her husband's active involvement in union activities, (he was the General Secretary of the Corporation Bank Safai Karmchari Sangh), which the management found objectionable. The claimant asserted that the said action of the management was completely arbitrary, vindictive, and violative of the principles of natural justice. No prior notice of termination, charge sheet, or domestic enquiry was ever conducted by the management and the provisions under Section 25F, G and H of the Industrial Disputes Act, 1947, were not complied with while terminating her services. She submitted that a strike notice dated 14.10.2006 was served upon the management through the union, demanding her reinstatement along with full back wages and consequential benefits. The matter was taken before the Assistant Labour Commissioner, but due to the alleged non-cooperation of the management, conciliation proceedings failed, and a reference was accordingly sent by the appropriate government.

In response, the management filed the written statement denying all the allegations made by the workman and stated that the claim is false, baseless, and deserves to be dismissed. According to them, the workman has tried to mislead the Tribunal by hiding important facts. The management's main stand is that the workman was never formally appointed by them. They claim she was the wife of Shri Nirmal Prasad, a part-time sweeper in the Chandni Chowk branch of the bank and that she occasionally assisted her husband in cleaning work like toilet cleaning, but had never been appointed as an employee, nor was she paid any salary by the bank. They asserted that was no appointment letter ever issued in her favour, and at no point was she treated as an employee of the bank.

The management further stated that Corporation Bank, being a nationalized bank, follows strict rules for recruitment. All vacancies are filled through employment exchange or public advertisement, followed by a proper selection process. Since none of this happened in the workman's case, her claim of being a regular employee is not tenable. They also denied the allegation that the workman was removed from duty on account of her husband's union activities and reiterated that she was never prevented from performing duties because she was never appointed in the first place.

With regard to conciliation, the bank contended that no strike or demand notice was received from the claimant or the said union. They even questioned the legal standing of the union, claiming that it was not recognized and had not authority to raise a dispute on behalf of someone who was not even an employee. They further argued that since the workman was never employed, she did not fall under the definition of a "workman" under the Industrial Disputes Act. As such, she cannot claim any benefits like reinstatement, back wages, or continuity of service.

Rejoinder had also been filed by the claimant where she denied the averments made by the management in its written statement and affirmed the averments in her claim statement.

Though no issue had been framed for adjudication, however, the reference itself is treated as the issue. However, this tribunal has to answer whether termination of the services of the claimant, working as a part-time sweeper, is illegal and unjustified.

In order to prove her claim, the claimant examined herself as WW1. She reiterated the contents of her claim and deposed that she was initially appointed with the management on 09.04.2003. She relied upon the following documents:

- Copy of salary statement given by the bank during the period from 09.04.2003 to 04.10.2006 (Ex. WW1/1).
- Copy of the registration certificate issued by the Registrar of the Corporation Bank Safai Karmchari Sangh (Ex. WW1/2).
- Copy of the constitution of the union (Ex. WW1/3).
- Copy of the strike notice dated 14.10.2006 (Ex. WW1/4).
- Copy of the legal demand notice after filing a statement of claim before the Conciliation Officer (Ex. WW1/5).
- Postal Receipt of the notice (Ex. WW1/6).

During her cross-examination the claimant admitted that:

- No letter of appointment was issued by the bank at the time of her joining on **09.04.2003**.
- She has **no knowledge** whether any advertisement was issued in 2003 for the post of part-time safai karmchari.
- Her interview was conducted by the AGM of the bank before her engagement.
- Two to three other persons had also appeared for the interview, but she cannot recall their names.
- During her engagement, **payment was made to her through vouchers**, not via bank account.
- She admitted that **regular employees received their salaries in their bank accounts**.
- Her **husband, Nirmal Prasad**, was a part-time sweeper at the Chandni Chowk Branch and **received his salary through bank account**.
- She admitted that no termination letter was issued to her at the time of alleged termination.
- She stated that since 2006 till date, she has been unemployed.
- She denied suggestions that she was merely assisting her husband or was a casual worker.

In rebuttal, the management examined Sh. Praveen Kumar Khanna as MW1 who reiterated the averments made in the written statement and produced a copy of the rules and regulation of recruitment in the sub-ordinate

cadre of Corporation Bank (Ex. MW1/A) (Colly). During course of the proceedings, the claimant's right to cross-examine the management's witness was closed due to repeated adjournment requests.

I have heard the arguments advanced by both parties, perused the record and analysed the evidence. Before parting the decision on whether the services of the claimant had been terminated illegally and unjustifiably, section 25F and section 2(s) of the Act is required to be reproduced herein:

25F. Conditions precedent to retrenchment of workmen. - No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

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

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.]

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

(i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or

(ii) who is employed in the police service or as an officer or other employee of a prison; or

(iii) who is employed mainly in a managerial or administrative capacity; or (iv) who, being employed in a supervisory capacity, draws wages exceeding 3 [ten thousand 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.]

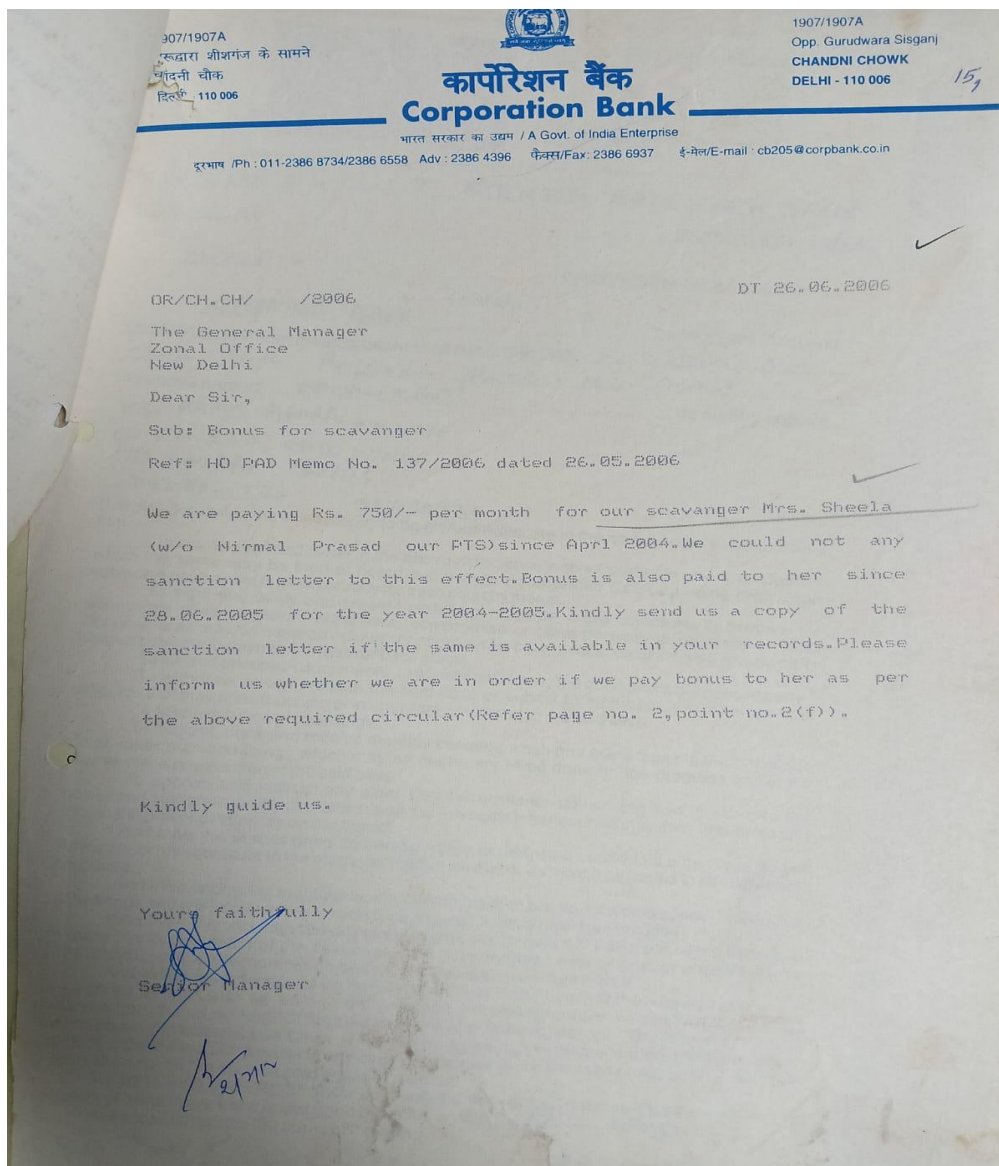
From the above provisions, the claimant has to establish first that she qualifies as a 'workman' within the meaning of section 2(s) of the Act. Only thereafter the question of whether her services were terminated illegally and unjustifiably arises.

The whole defence of the management rests substantially on the premise that she was never officially appointed, nor was she paid any salary by the bank. There was no appointment letter ever issued in her favour, and at no point was she treated as an employee of the bank.

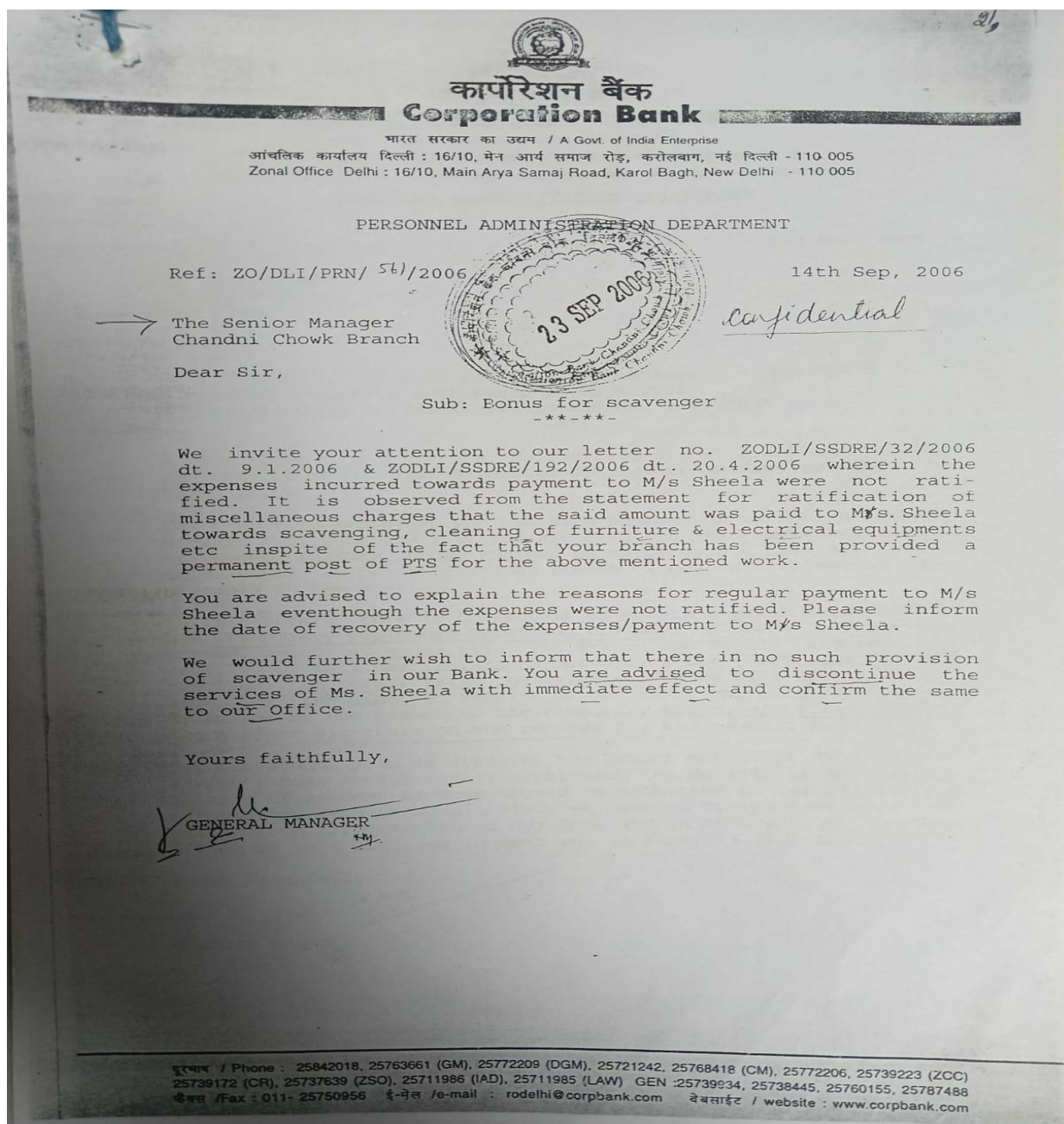
The vital question that requires to be determined whether the claimant was working for the management as an employee, and whether her services were illegally and unjustifiably discontinued w.e.f. 04.10.2006.

The claimant has alleged that she was engaged as a part-time Safai Karamchari by the Chandni Chowk Branch of the Bank and had been working on a regular basis since 09.04.2003 until she was suddenly denied entry and refused to resume her duties. She submitted that she was providing her services in good faith and had never provided any reason for complaint. However, the management has completely denied ever having formally appointed the claimant. It is their position that the claimant is the wife of Shri Nirmal Prasad, who is a part-time sweeper working at the same branch, and that she would sometimes help him in the performing cleaning tasks, especially toilet cleaning. It is their argument that the help was entirely voluntary in nature, and that no formal appointment or regular engagement was ever done in her favour. To affirm this, the management has pointed out that there is no appointment letter, no service record entry, and no salary payment in her name.

However, on close examination of the record, this Tribunal has found a letter dated 26.06.2006 written by the Senior Manager, Chandni Chowk Branch to the General Manager, Zonal Office, in which it was stated that since April 2004, the branch had been paying an amount of Rs. 1750/- every month to Mrs. Sheela for working in the role of scavenger. It further notes that bonus was paid to her for the financial year 2004-2005 as well. In the same letter, the branch sought clarification from the zonal office for clarification on whether such payments were permissible and requested a sanction letter. The said letter is required to be pasted herein:



The letter dated 14.09.2006 issued by the General Manager also holds important evidentiary value. In that letter, it is clearly admitted that the branch had in fact made regular payments to the claimant for scavenging and cleaning of furniture and electrical appliances. It is worth noting that the higher authorities did not dispute such payments, their concern was only that these payments had not been sanctioned under the internal policy of the bank. The letter further instructs the branch to terminate the services of the claimant with immediate effect on the ground that there was no such post of scavenger in the bank. The said letter is required to be pasted herein:



Though, the letter dated 26.06.2006 and 14.09.2006 has not been put in evidence. However, the same has not been denied by the respondent's counsel. Therefore, these letters are admitted in evidence having been written by the bank's officials.

Together, these two letters specifically establish that the claimant was actually providing cleaning services at the Chandni Chowk branch for a long time period and was being paid on a monthly basis, though in the name of miscellaneous charges or vouchers. The fact that she was not formally appointed or given a letter of appointment does not rule out the existence of employer-employee relationship, especially when such relationship is supported by the documentary evidence on record.

It is a settled principle of law that an employment relationship can be established not only from issuance of a formal appointment letter, but also from the nature and continuity of work, the manner of remuneration, and the degree of control exercised by the employer. In the current case, the claimant stated that she had been working regularly since 2003 has gone unchallenged in cross-examination. Additionally, she has stated that no termination notice letter was ever served to her. Notably, the management has failed to provide any material to establish that the payments to the claimant were unauthorized or discontinued before the instruction of the General Manager dated 14.09.2006.

In view of the above, it is clearly established that the claimant was engaged with the management for more than 240 days in a calendar year until her services were terminated in violation of section 25F of the Industrial Disputes Act, 1947. The aforesaid action on the part of the management is in violation of the principles of natural justice.

Now, the question that arises is what relief the claimant is entitled to. As a general rule, when termination is declared illegal, the appropriate relief is **reinstatement with full back wages**. It has been held by the Hon'ble Supreme Court of India in the case titled as **Employers, Management of central P & D Inst. Ltd. vs. Union of India & Another, AIR 2005 Supreme Court 633** that it is not always mandatory to order reinstatement even after the termination is held illegal. Instead, compensation can be granted by the industrial adjudicator. Similar views were expressed by Hon'ble High Court of Delhi in the case titled as **Indian Hydraulic Industries Pvt. Ltd. Vs. Kishan Devi and Bhagwati Devi & Ors., ILR (2007) Delhi 219** wherein it was held by the court that even if the termination is found to be illegal, the relief of reinstatement with full back wages need not be granted automatically, and the relief may be moulded according to the facts and circumstances of each case, and the court can allow compensation to the claimant instead of reinstatement with back wages. The same principle has been reiterated by the Apex Court in **Maharashtra State Road Transport Corporation vs. Mahadeo Krishna Naik 2025 Latest Caselaw 157 SC**, wherein it was observed that upon dismissal being aside by a court of Law, reinstatement with full back wages is not an automatic relief and in certain situations, lump sum compensation is a better relief.

Given these circumstances, a lump sum compensation of Rs. 5,00,000/- (Rupees Five Lakhs Only) is considered an appropriate relief. Hence, the management is hereby directed to pay a compensation of Rs. 5,00,000/- (Rupees Five Lakhs Only) to the claimant within two months of notification of this award, failing which the management shall also pay interest @ 8% per annum on the aforesaid amount from the date of award till the date of realization. A copy of this award be sent to the appropriate government for notification under section 17 of the I.D

Dated 03.09.2025

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 13 अक्टूबर, 2025

का.आ. 1815.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (14/2016) प्रकाशित करती है ।

[सं. एल – 12012/73/2015- आई आर (बी -II)]

सलोनी, उप निदेशक

New Delhi, the 13th October, 2025

S.O. 1815.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 14/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow* as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen.

[No. L-12012/73/2015- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT. LUCKNOW

PRESENT

JUSTICE ANIL KUMAR PRESIDING OFFICER

I. D. No. 14/2016

Ref. No. L-12012/73/2015-IR(B-II) dated: 18.02.2016

BETWEEN

Shri Ram Khelawan, C/o Som Prakash Srivastava C 33 Sector D, LDA Colony, Kanpur Road, Lucknow-226012

AND

Dy. Regional Manager/AGM, Central Bank of India Zonal Office, Akashdeep, 23. Vidhan Sabha Marg, Lucknow-226001

AWARD

By order No. L-12012/73/2015-IR(B-II) dated: 18.02.2016 the present industrial dispute has been referred for adjudication to this CGIT, Lucknow, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

"क्या आंचलिक प्रबंधक, सेंट्रल बैंक ऑफ इंडिया, लखनऊ द्वारा श्री राम खेलावन, सेवानिवृत्त बैंक एम्प्लोई को पेंशन आपशन के तहत पेंशन का लाभ न दिया जाना न्यायोचित एवं बैध है? यदि नहीं तो कामगार किस राहत को पाने का पात्र है?

Accordingly, an industrial dispute No. 14/2016 has been registered.

On 07.03.2016 claimant filed claim statement.

Facts stated in the claim petition are in brief that claimant joined Central Bank of India on 20.11.1974 and retired as Clerk on 31.12.2006; and received retiral benefits including his Provident Fund Contribution and Bank's Provident Fund Contribution; however, he was denied pension in spite of being eligible for pension as per Pension Regulation 1995 of the Central Bank of India.

On behalf of the respondent statement of defense filed on 04.01.2017 denying claim of the workman.

Thereafter, workman filed rejoinder on 17.02.2017.

From the perusal of record, it is clearly established that claimant/workman has not filed evidence on affidavit in support of his case in spite of several opportunities; and it is a case of no evidence from the side of workman/claimant in support of his case.

Thus, in view of the above said facts and the law as laid by the Hon'ble High Court in the case of **V. K. Raj Industries v. Labour Court (1) and others 1981 (29) FLR 194** as under:

"It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service if is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief."

In the case of **M/s Uptron Powertronics Employees' Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164** Hon'ble Allahabad High Court has held as under:

"The law has been settled by the Apex Court in case of Shanker Chakravarti v. Britannia Biscuit Co. Ltd., V.K. Raj Industries v. Labour Court and Ors., Airtech Private Limited v. State of U.P. and Ors. 1984 (49) FLR 38 and Meritech India Ltd. v. State of U.P. and Ors. 1996 FLR that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led."

And by the Hon'ble Allahabad High Court in the case of **District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co-operative Bank Ltd. 2010 (126) FLR 519**; wherein it has been held as under:

"The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed."

As the workman did not file any evidence on affidavit in support of his case, so it is a case of no evidence filed on behalf of workman in support of case, liable to be dismissed.

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.

Award as above.

Lucknow.

20th August, 2025

Justice ANIL KUMAR, Presiding Officer

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

नई दिल्ली, 13 अक्टूबर, 2025

का.आ. 1816.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 मुंबई के पंचाट (54/2007) प्रकाशित करती है

[सं. एल – 12012/40/2007- आई आर (बी -II)]

सलोनी, उप निदेशक

New Delhi, the 13th October, 2025

S.O. 1816.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 54/2007) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No.1, Mumbai* as shown in the Annexure, in the industrial dispute between the management of Union Bank of India and their workmen.

[No. L-12012/40/2007- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1 MUMBAI

Present

JUSTICE ANIL KUMAR

Presiding Officer

REFERENCE NO.CGIT-1/54 of 2007

Parties: Employers in relation to the management of
Union Bank of India
And
Their workmen (Shri N.V.Sawant)

Appearances:

For the first party Management : Absent.
For the second party workmen : Absent.
State : Maharashtra

Mumbai, dated the 11th day of August, 2025.

AWARD

1. The present reference has been made by the Central Government by its order dated 23.08.2007 passed in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Dispute Act 1947. The terms of reference as per the schedule to the said order are as under:

“Whether the action of the management of M/s Union Bank of India in dismissing Shri Narendra V.Sawant, Daftary w.e.f.16.03.2006 is legal and justifie? If not, to what relief the workman is entitled for?”

2. Further, from the perusal of the record, it appears that in spite of notice none appeared on behalf of the second party/workman from the last several dates.

3. Accordingly, in view of this above fact, the present ID case no. CGIT-1/54 of 2007 is dismissed for want of prosecution.

4. Award passed accordingly.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 13 अक्टूबर, 2025

का.आ. 1817.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ बड़ोदा के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 मुंबई के पंचाट (43/2003) प्रकाशित करती है

[सं. एल – 12011/15/2003- आई आर (बी -II)]

सलोनी, उप निदेशक

New Delhi, the 13th October, 2025

S.O. 1817.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 43/2003) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No.1, Mumbai* shown in the Annexure, in the industrial dispute between the management of Bank of Baroda and their workmen.

[No. L-12011/15/2003- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1 MUMBAI

Present

JUSTICE ANIL KUMAR

Presiding Officer

REFERENCE NO.CGIT-1/43 of 2003

Parties: Employers in relation to the management of

Bank of Baroda

And

Their workmen

Appearances:

For the first party Management : Absent.

For the second party workmen : Absent.

State : Maharashtra

Mumbai, dated the 11th day of August, 2025.

AWARD

1. The present reference has been made by the Central Government by its order dated 25.07.2003 passed in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Dispute Act 1947. The terms of reference as per the schedule to the said order are as under:

“Whether the action of the management of Bank of Baroda, Goa in denying additional retirement benefits under Bank’s Additional Retirement Benefit Scheme to Shri Sebastiao Fernandes, Head Cashier of Ambelim Branch, Goa by not considering his temporary period of service is legal and justified? If not, what relief the workman is entitled for?”

Further, from the perusal of the record, it appears that in spite of notice none appeared on behalf of the second party/workman from the last several days.

Accordingly, in view of this above fact, the present ID case no. CGIT-1/43 of 2003 is dismissed for want of prosecution.

Award passed accordingly.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 13 अक्टूबर, 2025

का.आ. 1818.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आन्ध्रा बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (86/2019) प्रकाशित करती है

[सं. एल – 39025/01/2025- आई आर (बी -II)-32]

सलोनी, उप निदेशक

New Delhi, the 13th October, 2025

S.O. 1818.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 86/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow* as shown in the Annexure, in the industrial dispute between the management of Andhra Bank and their workmen.

[No. L-39025/01/2025- IR(B-II)-32]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW.

I.D. No. 86/2019

Jai Ram Yadav S/o Shri Harkh Narain Yadav,

Village- Kushmauli Post- Mukarimpur,

P.S.-Belghat, Distt.- Gorakhpur.

.....Appellant

Versus

Branch Manager, Andhra Bank,

Near Railway Yantrik Karkhana,

Gorakhpur (U.P)

.....Respondent No.1

Proprietor/Manager, M/s Fighting

Four Security Services Pvt. Ltd,

F.F. 98-88 Khajana Shopping Complex,

Ashiyana Lucknow-226012

.....Respondent No.2

Branch Manager, Union Bank Of India,

Near Railway Yantrik Karkhana, Gorakhpur.

.....Respondent No.3

JUDGMENT

Present I.D case has been filed by appellant Shri Jai Ram Yadav, u/s 2A of the Industrial Disputes Act 1947, here an after referred as Act.

CASE OF WORKMAN

Shri Jai Ram Yadav/Workman submits as under:-

- 1) Workman/claimant was working on the post of Guard Gunman, w.e.f 30-10-2013, with the respondent No.1, engaged through respondent No.2, as such respondent No.1, is principal employe.
- 2) That the workman concerned has completed his services w.e.f. 30- 10-2013 to 22-10-2017. Continuously without any gap and breaks.
- 3) That employer's have terminated the services of workman w.e.f. 23-10-2017, orally and no written order was given in him.

- 4) After removal from the services applicant demanded and requested again and again re engage in services but no success was obtained by any method. Employees have killed time only by giving assurance only.
- 5) According to Industrial disputes Act workman concerned comes under the definition of "Workman" and opposite parties comes under to the purview of "Employer" and workman concerned has completed more than 240 days of his services in a calendar year so all provisions of I.D. Act is applicable in this case.
- 6) Further, since the date of appointment till the date of termination my work performance, behavior and conduct was precious, this was the reason why he was never been charge-sheeted and blamed in his whole service life and his service was not removed on the ground of misconducts, So such termination comes under the definition of "Retrenchment".
- 7) He further submits that Employer have not followed the principle of law and condition president for retrenchment as described under sect. 25 F and 25H of Industrial Dispute Act 1947, while terminating/retrenchment of his services on 23.10.2017.

Accordingly, he prays for the following relief:-

- (a) Applicant may kindly be reinstated on his post with continuity of his services.
- (b) Applicant may kindly be granted back-wages from the date of illegal termination i.e. 23-10-2017.
- (c) Cost of case, with other benefits, may also awarded.

Thereafter, on behalf of workman, document and evidence on affidavit filed in support of his case.

Further from the Perusal of record it transpire that, on behalf of respondent No.2 Shri Arvind Singh, Assistant Operations Manager filed letter of authorization and in spite of service respondent No.1 none is appeared.

On, 23.12.2020, an order was passed that as written statement was not filed for the respondent, so are to proceed ex parte against opposite parties.

On, 09.12.2022, an application moved by Shri Jai Ram Yadav, that as Andhra Bank respondent No.2, is merged into Union Bank Of India, as such he may be permitted to implied.

“Branch Manager, Union Bank Of India, Yantrik Karkhana, Gorakhpur” as respondent No.3, the same was allowed.

And notice were issued to respondent No.3, that is Branch Manager Union Bank Of India, near railway Yantrik Karkhana, Gorakhpur.

On 25.09.2024, a letter of authorization issued by Manish Pratap Singh, Regional Office, Gorakhpur, 466/2/3, Harihar Prasad Dubey Marg, Daudpur, Gorakhpur- 273001, reads as under:-

ROGOR:HR: 2889:2024

Date: 25-09-2024

Before,

Hon'ble Central Government

Industrial Tribunal

Cum Labour Court

Kendriya Bhawan, 8th Floor

Hall No -1 Sec-H, Aliganj, Lucknow

In the matter of

Case No. Appeal No. 86/2019

Sub: Jai Ram Yadav VS UBI & Another

Respected Sir,

I do hereby authorize Mr. Abhimanyu Sharma, Manager (LAW), Emp No. 713826 as our authorized representative in the above noted case to represent us on 01-10-2024.

Yours faithfully,

For Union Bank of India

(Manish Pratap Singh)

Regional Head

Regional Office Gorakhpur

Further, 30.09.2024 Regional Office, Gorakhpur, 466/2/3, Harihar Prasad Dubey Marg, Daudpur, Gorakhpur- 273001, issued a letter authorization filed, quoted as under:-

ROGOR:HR: 29915:2024**Date: 30-09-2024****Before,****Hon'ble Central Government****Industrial Tribunal****Cum Labour Court****Kendriya Bhawan, 8th Floor****Hall No -1 Sec-H, Aliganj, Lucknow****In the matter of****Case No. Appeal No. 86/2019****Sub: Jai Ram Yadav VS UBI & Another****Respected Sir,****I do hereby authorize Mr. Gaurav Gunjan, Advocate as our authorized representative to represent the Bank in the above noted case.****Yours faithfully,****For Union Bank of India****(Manish Pratap Singh)****Regional Head****Regional Office Gorakhpur**

On 30.05.2025, on the request for counsel for respondent No.3, matter was adjourned and next date is fixed for 04.07.2025.

On 04.07.2025, none appeared on behalf of Respondent No.2, and Shri Anshuman Singh on behalf of respondent No. 3, appeared.

Accordingly, notice were issued to respondent No.3, for appearance and case which listed for hearing on 18.08.2025.

Today, Shri Jai Ram Yadav was present and Shri A.K. Singh Advocate, holding brief of Shri Gaurav Gunjan Advocate, learned counsel for respondent No3, submits that he has no instruction in the matter.

None appeared for respondent No.2, in spite of notice.

In view of the said factual background, I have heard Shri Jai Ram Yadav, perused the record.

After hearing the workman and going through the record, following points are to be considered:-

(1). whether the workman has completed 240 days continuously in the last 12 calendar months in the preceding year as worker, on 23.10.2017, prior to terminated/retrrenched without following the provision of section 25F of the Industrial Disputes Act, or not?

(2). If the workman/Jai Ram Yadav has completed 240 days continuously in the last 12 calendar month prior the date of his termination/retrrenchment, on 23.10.2017, without the following provision with section 25F of the Act, his services was retrrenched then for what relief he is entitled?

POINT No. (1).

Whether the workman has completed 240 days continuously in the last 12 calendar months in the preceding year as worker, on 23.10.2017, prior to terminated/retrrenched without following the provision of section 25F of the Industrial Disputes Act, or not?

In order to decide the point in question it is appropriate to have a glance of Section 2(oo), 2(s) and Section 25-F of I.D. Act, 1947 which reads as under:-

"2. (00) "retrrenchment" 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;

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

(i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957), or

(ii) who is employed in the police service or as an officer or other employee of a prison, or

(iii) who is employed mainly in a managerial or administrative capacity, or who, being employed in a supervisory capacity, draws wages exceeding ten thousand rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.

25F. Conditions precedent to retrenchment of workmen.-

No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice,

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette."

ID.NO. 38/2009. Hon'ble Delhi High Court in the case of **Sarita Tiwari Versus Aastha Garments reported in 2024 (180) FLR 649** after taking into consideration the definition of retrenchment read with provisions as provided under Section 25-F of the Act, held as under:-

"20. 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 judgement 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 By:MANISH KUMAR W.P.(C) 5369/2019 8 of 16 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."

21. These principles were reiterated by the Hon'ble Supreme Court in *Krishna Bhagya Jala Nigam Ltd. v.*

Mohd. Rafi, (2009) 11 SCC 522, and the law on this subject was traced as under in paragraphs 8 to 10:

"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 By:MANISH KUMAR W.P.(C) 5369/2019 10 of 16 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."

10. 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. [...]"

22. In light of the law laid down by the Hon'ble Supreme Court, the initial question to be examined is whether the petitioner discharged her burden of proving that she was in continuous employment for at least 240 days in the year preceding her date of termination."

Accordingly, in view of the above state facts workman/Jai Ram Yadav has prove that he has work continuously 240 days in last preceding calendar year prior to retrenched of his service, he has filed documents as exhibit No. W7 to W9, that is member passbook of Employee Provident Fund Organization and also filed the passbook issued by the Oriental Book Of Commerce, Gorakhpur, Mewa from the perusal of the same as well as taking to consideration the evidence on affidavit filed by him in support of his case which has not been contradicted by the respondent which is clearly established that Shri Jai Ram Yadav/workman, is continuously work 240 days in last preceding calendar year prior to termination/retrenchment of his services on 23.10.2017.

As, the respondents, have not filed written statement and any documentary that i.e attendant register, wages register etc, that workman has not work continuously 240 days in last 12 months in the preceding calendar year prior to retrenchment/termination service, thus taking into consideration above said fact and the law down by The Hon'ble Apex Court in the case of **Nayan Bhagwantroo Gosavi Balajiwale Vs. Gopal Vinayak Gosavi & Ors, AIR 1960 SC 100** held that admission is best piece of evidence that opposite party can rely upon if the same is not denied by the person who is made the same. See also **Dharmarathmakara Raibahadur Arcot Ramashwamy Mudaliar Educational Institution Vs. Education Appellate Tribunal & Anr. (199) 7 SCC 332**, held that if the facts are

admitted by a party and same is not denied in any manner then same is binding on it and on the basis of averments if an order is passed there is no violation of principle of natural justice.

Point No. (2).

If the workman/Jai Ram Yadav has completed 240 days continuously in the last 12 calendar month prior the date of his termination/retranchment, on 23.10.2017, without the following provision with section 25F of the Act, his services was retrrenched then for what relief he is entitled?

In order to decide the point in question, the answer filed place in the given by The Hon'ble Madhya Pradesh High Court in the case of **Branch Manager, Central Bank of India Tilak Chowk Vidisha Versus Pradeep Kumar Sen reported in 2024 (181) FLR 809** held as under:-

"22. 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."

23. 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.

24. 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."

4. Jagbir Singh has been applied very recently in *Telegraph Deptt. v. Santosh Kumar Seal*, wherein this Court stated: (SCC p. 777, para 11)

11. In view of the aforesaid legal position and the fact that the workmen were engaged as daily-wagers about 25 years back and they worked hardly for 2 or 3 years, relief of reinstatement and back wages to them cannot be said to be justified and instead monetary compensation would subserve the ends of justice"

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

I would not be entitled to reinstatement....."

25. 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."

A division Bench of Hon'ble Gujarat High Court in the case of **Range Forest Officer Versus Virjibhai Ranchhodbhai & another** reported in 2024 (182) FLR 179 has held as under:-

6.3. In *Uttaranchal Forest Development Corporation Vs. M.C.Joshi* [(2007) 9 SCC 353], the Supreme Court held that the question of grant of compensation in place of relief of reinstatement could be guided by relevant factors to be that whether the appointment was made in accordance with the statutory Rules or not.

6.4. It is to be observed that the decisions of the Supreme Court have carved out the circumstances and aspects which may guide the discretion of the court in awarding lump-sum compensation instead of granting relief of reinstatement even if there is a breach of Section 25F, 25G and 25H of the Industrial Disputes Act

6.5. These factors were highlighted in *Bantva Municipality Vs. Amritlal Harji Chauhan* being Special Civil Application No. 9135 of 2013 decided on 31.3.2014 as under-

"(1) The fact that the workman is daily-rated workmen, not permanently employed; (ii) He is not holding a permanent post, (iii) Nature of his employment; (iv) Span of service, viz. The period during which he worked upto the date of termination of services; (v) Manner and method of

appointment. Whether it was a backdoor entry; (vi) The time gap from the date of termination; (vii) Delay in raising the Reference is also considered to be a germane factor, (viii) Any special feature peculiar to the facts of the particular case.

For instance, in Bhurumal (supra), the Supreme Court noticed that post which the workman held was of Lineman in the Telephone Department, and that the work of Lineman was drastically reduced in view of advancement of the technology."

6.6. In the case of BSNL v. Bhurumal, reported in (2014) 7 SCC 177, it was categorically observed that even after reinstatement, it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation. Even as a daily-wage worker, no useful purpose is going to be served in reinstating such a workman and he can be given monetary compensation by the Court itself."

And, the **Hon'ble Apex Court in the matter of Gopal Krishnaj Ketkar vs. Mohamed Haji Latif and others, AIR 1968 SC 1413** has held that, if a party in possession of best evidence, which would throw a light on the issue in controversy withheld the same, Court ought to draw an adverse inference against the party notwithstanding that onus of proof does not lie on him. The party who is in possession of best evidence cannot rely on abstract doctrine of onus of proof or on the fact that he was not called upon to produce it.

The Hon'ble Madhya Pradesh High Court in the case of **Chairman, Institute of Engineers, Jabalpur Versus Kailash Sen reported in 2024(181) FLR 300**, it has been held that it is not in dispute that workman was in employment with respondent since the date of engagement and prior to retrenchment of his services he has continuously worked for 240 days in the last preceding 12 months. The said plea taken by the workman has to be categorically denied and disproved by the respondent who has sufficient documentary evidence to demonstrate that employee has not worked for more than 240 days in a

calendar year by producing attendance and payment register. If same is not done, it will be presumed that the respondent has failed to dislodge the claim of the workman that he has worked for more than 240 days in last preceding 12 months.

A Division Bench of Hon'ble Telangana High Court in the case of **S. Srinivas Versus The Union of India & others reported in 2024 LLR 860**, it has been held that it is trite law that a party invoking/relying on certain plea has to make an averment with details to sustain such a plea and has to adduce material to establish allegations made and the burden is on the party to lead and prove that it is right. (see State of Uttar Pradesh v. Kartar Singh, AIR 1964 SC 1135).

Hon'ble the Apex Court in the case of **Pradeep v. Manganese Ore (India) Limited & ors. 2022 (3) SCC 683** has held that as per section 106 of Indian Evidence Act, the burden lies on a party to prove and establish the plea taken by it.

Taking into consideration the position of law on point in issue as well as the fact that the workman has established that he worked more than 240 days in 12 months in preceding calendar year prior to date of his retrenchment/termination on 23.10.2017.

Accordingly, workman Shri Jai Ram Yadav, is entitled for retrenchment compensation but not for reinstatement in service.

AWARD

For the foregoing reasons I.D case filed by workman/Jai Ram Yadav, u/s 2A of the Industrial Disputed Act 1947, is partly allowed and workman is entitled for retrenchment compensation as his service was retrenched on 23.10.2017, with complying the provision of Section 25F of the Act amounting of Rs. 2 Lakhs.

However, he is not entitled of reinstatement in service.

Lucknow

Date: 19.08.2025

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 13 अक्टूबर, 2025

का.आ. 1819.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ बड़ोदा के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (24/2009) प्रकाशित करती है

[सं. एल – 12012/45/2004- आई आर (बी -II)]

सलोनी, उप निदेशक

New Delhi, the 13th October, 2025

S.O. 1819.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 24/2009) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda and their workmen.

[No. L-12012/45/2004- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, LUCKNOW

PRESENT

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I.D. No. 24/2009

Reference No. L-12012/45/2004-IR(B-II) dated 22.05.2009

BETWEEN

Sh. Kamal Prakash S/o Shri Banwari Lal, 384, Gangapur, Bareilly.

Versus

The Dy. General Manager, Bank of Baroda, 129-D, Civil Lilnes, Bareilly - 243 001.

Judgment

By means of order/reference no. L-12012/45/2004-IR(B-II) dated 22.05.2009, the Central Government considered it desirable to refer the dispute for adjudication to the following effect:-

“Whether the action of the management of Bank of Baroda in terminating the services of Shri Kamal Prakash S/o Shri Banwari Lal w.e.f. 19.1.2002 from the post of Typist Cum Data Entry Operator is legal and justified? What relief the workman concerned is entitled to?”

Accordingly, an ID case No. 24/2009 has been registered.

This Tribunal after hearing the parties, on 11.09.2012, passed an award, relevant portion as under:

“16. Thus, in view of the discussions made above, it comes out that the workman was not engaged by the bank following the procedure, but rather as per his own admission was sent through an agency viz. M/s Balaji Computers. He was simply a casual labour and called upon to make entry of the computer data as and when required. In case of casual labour in order to get some relief he has to prove that he has worked continuously for 240 days uninterruptedly in a year preceding his termination, as observed by Hon'ble Supreme Court in Surenderanagar Panchayat and another v. Jethabhai Pitamberbhai 2005 (107) FLR 1145 (SC). In the present case, the initial burden of establishing the fact of continuous work for 240 days in preceding twelve months from the date of alleged termination i.e. 19.01.2002 was on the workman but he has utterly failed to prove that he had worked for 240 days, as such, he could not discharge the burden. Under the facts and circumstances, I am of the opinion that the alleged action of the management in terminating the services of the workman w.e.f. 19.01.2002 was neither illegal nor unjustified.

17. Accordingly, the reference is adjudicated against the workman Kamal Prakash; and in my opinion he is not entitled to any relief.”

Workman, Sri Kamal Prakash has challenged the award dated 11.09.2012 before the Hon'ble High Court by filing Writ Petition No. 5760(MS)/2013, in which an order was passed, quoted hereunder:

"12. Mere failure on the part of the petitioner to summon the original record from the Bank through the Tribunal ought not to have been an obstruction in the way of the Tribunal to ask the custodian of the original record (Bank) to produce the said evidence.

13. As against this, it is argued from the side of the respondent that the chart as given in the impugned order itself goes to show that the petitioner had not worked for 240 days in a year preceding his termination and, therefore, the petitioner was not entitled to benefit of Section 25-F of the Industrial Disputes Act, 1947.

14. In support of his arguments, learned counsel for the petitioner has relied upon the case law reported in (1985) 4 SCC 201; H. D. Singh vs. Reserve Bank of India and others, wherein Hon'ble the Apex Court has ruled that when the employer was having the custody of the attendance register, the failure of the employer to produce the said register to controvert the workman's claim, gives rise to an adverse inference against the employer.

15. The chart as shown in the impugned order is based only on narration of rival parties and obviously is not based upon the original register available with the Bank. The statement of the workman/petitioner that he used to give written details of the days he worked and after verification he was paid by the Bank through cheque has not specifically been controverted by the respondent bank. In such circumstances, the original record showing payment for the days worked for, which was in bank, was the best exclusive custody of the respondent evidence to show the number of working days of the petitioner with the Bank in a year preceding his date of termination. This cum register was not produced before the learned Tribunal Labour Court and no plausible reason for withholding this evidence has been given in the counter affidavit also by the respondent-bank.

16. In view of the aforesaid circumstance and the principle laid down in the case cited above (H. D. Singh supra), the finding of the Tribunal to the effect that the petitioner had not worked for 240 days in a year preceding to his date of termination cannot be upheld. This finding obviously suffers from apparent error and is, therefore, liable to be set aside.

17. Taking into account the aforesaid discussion, the writ petition is allowed and the award passed by the learned Central Government Industrial Tribunal-Cum-Labour Court, Lucknow dated 11.09.2012 is hereby quashed. The matter is remanded back to the learned Industrial Tribunal -Cum Labour Court, Lucknow with directions to hear both the parties afresh and to summon the original record from the respondent bank to ascertain the actual number of working days of the petitioner with the bank for the period preceding one year of the date of termination of the services of the petitioner. The learned Tribunal cum Labour Court shall after hearing the parties decide the matter afresh."

In view of the above said facts, the matter again came up for consideration before this Tribunal in the light of direction given by the Hon'ble High Court vide judgment dtd 27.11.2017, passed in Writ Petition No. 5760(MS)/2013.

Thereafter, on behalf of workman, Kamal Kishore evidence on affidavit (examination-in-chief) was filed on 23.09.2019 (W-27) and in the said affidavit he has stated as under:

"4. That the petitioner is filing following documents showing the working of the work man from 26.03.2001 to 19.01.2002. The petitioner is filing the duty list of his working days and also the payments made through cheque. A copy of duty list and summary of cheques is ANNEXURE NO. A-1.

5. That the workman also worked for this Bank for 26.03.2001 to 05.05.2001 through Balaji Company. The work man got this payment from Balaji Company. In fact this workman performed his duty for the Bank from 26.03.2001 to 05.05 2001. The workman also worked for employer bank for 14.01.2002 to 19.01 2002. Hence these periods of service will also be included.

6. That workman is filing the list of working for bank from 26.03.2001 to 19.01.2002. In these periods the payment was made through cheque from 11.05.2001 to 12.01 2002. A copy of list of working days is being filed herewith as ANNEXURE NO. A-2."

Further, workman, Kamal Prakash has been cross-examined on 18.02.2022 and in his cross-examination he has categorically stated that he has not been engaged through Bala Ji Contractor but has been engaged by the Bank and further has proved the documents i.e. annexure no. A-1, page 26-37, which is filed by him in support of his case that he has worked for more than 240 days in last 12 months preceding the date of his alleged termination.

Thereafter on 29.11.2023 this Tribunal, after hearing the parities, passed an order, quoted herein below:

"Sri A.N. Singh for claimant. Sri A.K. Singh for respondent.

Heard counsel for parties.

In the present case, initially by order dated 22.05.2009, following reference was made:

"Whether the action of the management of Bank of Baroda in terminating the services of Shri Kamal Prakash S/o Shri Banwari Lal w.e.f. 19.1.2002 from the post of Typist Cum Data Entry Operator is legal and justified? What relief the workman concerned is entitled to?"

Accordingly, an ID case no. 24/2009 was registered before this Court on 11.09.2012 an award was passed, challenged by workman in W.P. No. 5706(MS)/2013, which was allotted by means of order dated 27.11.2017.

In pursuance to order passed by Hon'ble High Court, the matter again came up for consideration. In order to decide the controversy in pursuance to the order dated 23 27.11.2017. respondent was directed to produce the original record.

As per case of the applicant, he has worked as casual employee through an agency which was hired by Bank of Baroda w.e.f. 26.03.2001 and his services were disengaged on 19.01.2002. As per the case of the workman, he has worked for 260 days the said facts have been disputed by the Bank; however, during course of proceeding, the officer concerned Dr. Sandeep Kr. Srivastava, Chief Manager (HRM), ZO, submits that the case of the employee can be sympathetically considered and if the Tribunal deems fit in view of the facts which are available on record, which after hearing may come out, may award adequate compensation.

Accordingly, matter is adjourned today, parties are directed to file affidavit in this regard whether the matter can be decided on the basis of the proposal as put forward by respondent. "

In compliance of said order, on behalf of respondent, Sri Sandeep Kumar Srivastava, Chief Manager (HR), Bank of Baroda, Zonal Office, Bareilly has filed an affidavit dated 14.12.2023 and in the said affidavit it is stated as hereunder:

"1. That the deponent is presently posted as Chief Manager H.R., Bank of Baroda, Zonal Office, Bareilly and fully conversant with the facts deposed in the present affidavit.

2. That as per the bank internal guidelines/procedure/policy of weeding out the records, the bank records are liable to be weeded out in accordance with the bank "POLICY ON PRESERVATION AND DESTRUCTION OF RECORD AND DOCUMENT HANDLING" approved by the board on 20.07.2014. The copy of bank policy dated 20.07.2014 is attached herewith as Annexure No.1 to this affidavit.

3. That the above policy dated 20.07.2014 at page no. 30, Srl No. 8, provides the retention of statement of account in inoperative/closed accounts for maximum 10 years and retention of clearing cheque register at Page No. 37, Srl No. 58 and 59 mentioned as 10 years.

4. That the keeping the copy of cleared cheque and vouchers has been mentioned at page No. 31, Srl No. 44 for the period of 10 years and also a copy of local cheque register was required to be retained for 10 years as per srl. No. 35 at page No. 31 of the policy."

In spite of affidavit filed by Sri Sandeep Kumar Srivastava, Chief Manager (HR) the request made by the learned counsel for respondent, Sri S.K. Shukla time was granted to produce some material on the basis of documents available to them in regard to the number of working days of the workman; however, the respondent did not file any response/document in this regard.

In view of above said factual background, I have heard the learned counsel for parties and gone through the records.

From the material on record the position which emerged out that the workman, Sri Kamal Prakash was initially appointed on the post of Data Entry Operator on 26.03.2001 and he worked in the said capacity till 19.01.2002.

On 19.01.2002 his services were retrenched.

Further, from the documents which are annexed by the parties it clearly borne out that the applicant, worked for more than 240 days continuously as part time sweeper in the last 12 preceding months from the date of retrenchment and his services were terminated/retrenched without following provisions of section 25 F of the Industrial Disputes Act, 1947, so, what relief he is entitled?

Answer to said question finds place in the case of [Hari Nandan Prasad & Another reported in 2013 \(139\) FLR 125 \(SC\)](#), wherein the appellants, who was engaged on a daily wage basis, has been terminated from service, the industrial dispute was referred to the Central Government -cum- Industrial Tribunal (CGIT). The proceedings in the CGIT culminated in the termination of appellants being held to be illegal and they were directed to be reinstated and the service being regularized, in terms of a circular issued by the FCI, wherein any temporary worker employed for more than 90 days was entitled to be regularized.

In the case of **Assistant Engineer, Rajasthan State Agriculture Marketing Board, Sub-Division, Kota vs. Mohan Lal reported in (2013) 14 SCC 543**, the respondent was engaged as a Mistri on muster roll basis, whose services were terminated. The workman was neither given one month's notice nor one month's salary was given in lieu of that notice, prior to termination of his service and he was also not paid retrenchment compensation. The industrial dispute, which was referred to the Labour Court culminated with the award made by the Labour Court, holding that as the workman had completed more than 240 days in a calendar year and his services were being terminated in violation of [Section 25-F](#) of the Industrial Dispute Act, 1947, the workman was entitled to be reinstated with continuity in service.

The Single Judge of the Hon'ble High Court set aside the award and the Division Bench reinstated the award passed by the Labour Court. The Hon'ble Supreme Court observed that the workman had worked for 286 days from 01.11.1984 to 17.02.1986 and though the service of the workman was terminated w.e.f. 18.02.1986, the industrial dispute was raised by the workman after six years. The Supreme Court thus held that the judicial discretion exercised by the Labour Court was flawed and unsustainable, in view of the delay of six years in raising the industrial dispute. However, the Supreme Court held that the interest of justice would be sub-served, if in lieu of reinstatement, compensation @ Rs.1 Lakh was paid to the workman.

In the case of **U.P. State Road Transport Corporation vs. Man Singh reported in 2006 (111) FLR 323(SC)**, the service of the respondent, who was appointed on temporary basis, was terminated. The industrial dispute referred to the Labour Court culminated with the termination of the workman being set aside, in view of [Section 25-F](#) of the Industrial Dispute Act, 1947, not being complied with. However, the workman was granted only back wages. The Hon'ble Supreme Court, on considering the fact that there was nothing to show that the workman had been appointed in accordance with the Recruitment Rules for filling up a vacancy, in terms of [Article 14](#) and [16](#) of the Constitution, besides the fact that the dispute was raised after 12 years, the Hon'ble Supreme Court held that the interest of justice would be sub-served, if the Corporation was made to pay a sum of Rs. 50,000/- to the workman.

In the case of **Nand Kumar vs. State of Bihar and others reported in (2014) 5 SCC 300**, the Hon'ble Supreme Court considered the judgment of the Constitution Bench in the case of **State of Karnataka vs. Uma Devi reported in (2006) 4 SCC 1**, where it had held that while directing the appointments, temporary or casual, be regularized or made permanent, the Courts are swayed by the fact that the concerned person had worked for some time. It is not as if the person who accepts an engagement either temporary or casual in nature, is not aware of the nature of his employment. He accepts the employment with eyes open. It may be true that he is not in a position to bargain since he might have been searching for some employment so as to eke out his livelihood and accepts whatever he gets. But on that ground alone, it would not be appropriate to jettison the constitutional scheme of appointment and to take the view that a person who has temporarily or casually got employed should be directed to be continued permanently. By doing so, it would be creating another mode of public appointment which is not permissible.

In the case of **State of Orissa vs. Mamata Mohanty reported in (2011) 3 SCC 436**, the Hon'ble Supreme Court has held that the appointment made without advertisement was in violation of [Article 14](#) and [16](#) of the Constitution. Para 35 and 36 of [the said judgment](#) is reproduced below as follows:-

"35. At one time this Court had been of the view that calling the names from Employment Exchange would curb to certain extent the menace of nepotism and corruption in public employment. But, later on, came to the conclusion that some appropriate method consistent with the requirements of [Article 16](#) should be followed. In other words there must be a notice published in the appropriate manner calling for applications and all those who apply in response thereto should be considered fairly. Even if the names of candidates are requisitioned from Employment Exchange, in addition thereto it is mandatory on the part of the employer to invite applications from all eligible candidates from the open market by advertising the vacancies in newspapers having wide circulation or by announcement in Radio and Television as merely calling the names from the Employment Exchange does not meet the requirement of the said Article of the Constitution. (Vide: [Delhi Development Horticulture Employees' Union v. Delhi Administration, Delhi & Ors.](#), AIR 1992 SC 789; [State of Haryana & Ors. v. Piara Singh & Ors.](#), AIR 1992 SC 2130; [Excise Superintendent Malkapatnam, Krishna District, A.P. v. K.B.N. Visweshwara Rao & Ors.](#), (1996) 6 SCC 216; [Arun Tewari & Ors. v. Zila Mansavi Shikshak Sangh & Ors.](#), AIR 1998 SC 331; [Binod Kumar Gupta & Ors. v. Ram Ashray Mahoto & Ors.](#), AIR 2005 SC 2103; [National Fertilizers Ltd. & Ors. v. Somvir Singh](#), AIR 2006 SC 2319; [Telecom District Manager & Ors. v. Keshab Deb](#), (2008) 8 SCC 402; [State of Bihar v. Upendra Narayan Singh & Ors.](#), (2009) 5 SCC 65; and [State of Madhya Pradesh & Anr. v. Mohd. Ibrahim](#), (2009) 15 SCC 214).

Therefore, it is a settled legal proposition that no person can be appointed even on a temporary or ad hoc basis without inviting applications from all eligible candidates. If any appointment is made by merely inviting names from the Employment Exchange or putting a note on the Notice Board etc. that will not meet the requirement of [Articles 14](#) and [16](#) of the Constitution. Such a course violates the mandates of [Articles 14](#) and [16](#) of the Constitution of India as it deprives the candidates who are eligible for the post, from being considered. A person employed in violation of these provisions is not entitled to

any relief including salary. For a valid and legal appointment mandatory compliance of the said Constitutional requirement is to be fulfilled. The equality clause enshrined in [Article 16](#) requires that every such appointment be made by an open advertisement as to enable all eligible persons to compete on merit."

Further the Madhya Pradesh Hon'ble High Court in the case of **Branch Manager, Central Bank of India Tilak Chowk Vidisha Versus Pradeep Kumar Sen reported in 2024 (181) FLR 809** held as under:-

"22. 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."

23. 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.

24. 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."

4. Jagbir Singh has been applied very recently in *Telegraph Deptt. v. Santosh Kumar Seal*, wherein this Court stated: (SCC p. 777, para 11)

11. In view of the aforesaid legal position and the fact that the workmen were engaged as daily-wagers about 25 years back and they worked hardly for 2 or 3 years, relief of reinstatement and back wages to them cannot be said to be justified and instead monetary compensation would subserve the ends of justice."

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....."

25. 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."

A division Bench of Hon'ble Gujarat High Court in the case of **Range Forest Officer Versus Virjibhai Ranchhodbhai & another** reported in 2024 (182) FLR 179 has held as under:-

6.1. The shift in law on this count was highlighted by the Supreme Court in *Bhopal Vs. Santosh Kumar Seal* [(2010) 6 SCC 773] relying on its own another decision in *Jagbir Singh Vs. Haryana State Agriculture Marketing Board* [(2009) 15 SCC 327], observing that the relief of payment of lump-sum compensation could be a proper relief in a given set of facts and circumstances.

"In the last few years it has been consistently held by this Court that relief by way of reinstatement with back wages is not automatic even if termination of an employee is found to be illegal or is in contravention of the prescribed procedure and that monetary compensation in lieu of reinstatement and back wages in cases of such nature may be appropriate. (See *U.P. State Brassware Corpn. Ltd. v. Uday Narain Pandey* [2006 (1) SCC 479], *Uttaranchal Forest Development Corpn. v. M.C. Joshi* [2007 (9) SCC 353], *State of M.P. v. Lalit Kumar Verma* [2007 (1) SCC 575], *M.P. Admn. v. Tribhuban* [2007 (9) SCC 748], *Sita Ram v. Moti Lal Nehru Farmers Training Institute* [2008 (5) SCC 75], *Jaipur Development Authority v. Ramsahai* [2006 (11) SCC 684], *GDA v. Ashok Kumar* [2008 (4) SCC 261] and *Mahboob Deepak v. Nagar Panchayat, Gajraula* [2008 (1) SCC 575].)"

6.2. In subsequent decision in *Rajasthan Development Corporation Vs. Gitam Singh* [(2013) 5 SCC 136], the Supreme Court stated,

"From the long line of cases indicated above, it can be said without any fear of contradiction that this Court has not held as an absolute proposition that in cases of wrongful dismissal, the dismissed employee is entitled to reinstatement in all situations. It has always been the view of this Court that there could be circumstance(s) in a case which may make it inexpedient to order reinstatement. Therefore, the normal rule that the dismissed employee is entitled to reinstatement in cases of wrongful dismissal has been held to be not without exception. Insofar as wrongful termination of daily-rated workers is concerned, this Court has laid down that consequential relief would depend on host of factors, namely, manner and method of appointment, nature of employment and length of service. Where the length of engagement as daily wager has not been long, award of reinstatement should not follow and rather compensation should be directed to be paid. A distinction has been drawn between a daily wager and an employee holding the regular post for the purposes of consequential relief."

6.3. In [Uttaranchal Forest Development Corporation Vs. M.C.Joshi](#) [(2007) 9 SCC 353], the Supreme Court held that the question of grant of compensation in place of relief of reinstatement could be guided by relevant factors to be that whether the appointment was made in accordance with the statutory Rules or not.

6.4. It is to be observed that the decisions of the Supreme Court have carved out the circumstances and aspects which may guide the discretion of the court in awarding lump-sum compensation instead of granting relief of reinstatement even if there is a breach of [Section 25F](#), [25G](#) and [25H](#) of the Industrial Disputes Act.

6.5. These factors were highlighted in *Bantva Municipality Vs. Amritlal Harji Chauhan* being Special Civil Application No.9135 of 2013 decided on 31.3.2014 as under :-

"(i) The fact that the workman is daily-rated workmen, not permanently employed; (ii) He is not holding a permanent post; (iii) Nature of his employment; (iv) Span of service, viz. The period during which he worked upto the date of termination of services; (v) Manner and method of appointment. Whether it was a backdoor entry; (vi) The time gap from the date of termination; (vii) Delay in raising the Reference is also considered to be a germane factor; (viii) Any special feature peculiar to the facts of the particular case.

For instance, in *Bhurumal* (supra), the Supreme Court noticed that post which the workman held was of Lineman in the Telephone Department, and that the work of Lineman was drastically reduced in view of advancement of the technology."

6.6. In the case of *BSNL v. Bhurumal*, reported in (2014) 7 SCC 177, it was categorically observed that even after reinstatement, it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation. Even as a daily-wage worker, no useful purpose is going to be served in reinstating such a workman and he can be given monetary compensation by the Court itself."

In view of above said facts as well as law as laid down by the Hon'ble Apex Court in the matter of [Gopal Krishnaji Ketkar vs. Mohamed Haji Latif and others](#), AIR 1968 SC 1413 has held that, if a party in possession of best evidence, which would throw a light on the issue in controversy withheld the same, Court ought to draw an adverse inference against the party notwithstanding that onus of proof does not lie on him. The party who is in possession of best evidence cannot rely on abstract doctrine of onus of proof or on the fact that he was not called upon to produce it.

The Hon'ble Madhya Pradesh High Court in the case of ***Chairman, Institute of Engineers, Jabalpur Versus Kailash Sen reported in 2024(181) FLR 300***, it has been held that it is not in dispute that workman was in employment with respondent since the date of engagement and prior to retrenchment of his services he has continuously worked for 240 days in the last preceding 12 months. The said plea taken by the workman has to be categorically denied and disprove by the respondent who has sufficient documentary evidence to demonstrate that employee has not worked for more than 240 days in a calander year by producing attendance and payment register. If same is not done, it will be presumed that the respondent has failed to dislodge the claim of the workman that he has worked for more than 240 days in last preceding 12 months.

A Division Bench of Hon'ble Telangana High Court in the case of ***S. Srinivas Versus The Union of India & others reported in 2024 LLR 860***, it has been held that it is trite law that a party invoking/relying on certain plea has to make an averment with details to sustain such a plea and has to adduce material to establish allegations made and the burden is on the party to lead and prove that it is right. (see *State of Uttar Pradesh v. Kartar Singh*, AIR 1964 SC 1135).

Hon'ble the Apex Court in the case of ***Pradeep v. Manganese Ore (India) Limited & ors. 2022 (3) SCC 683*** has held that as per section 106 of Indian Evidence Act, the burden lies on a party to prove and establish the plea taken by it.

Reverting to the facts of the present case, the evidence which is filed by the workman on affidavit, W-7, especially annexure no. A-2, it is clearly established that the workman has worked for 240 days in last 12 months preceding the date of his alleged termination and the said fact has been categorically established by way of pleading and cross-examination.

At this stage it is relevant to mention herein that on behalf of the respondent nether any document has been filed nor any material brought on record that the averment as made by the workman in respect to the fact (in regard to working in the Bank) prior to his retrenchment i.e. he has worked for 240 days in last 12 months preceding the date of his alleged termination. Even the respondent has not denied the documents which were filed by the workman in support of his case that he has worked for 240 days in last 12 months preceding the date of his alleged termination.

Further, as stated herein above, in compliance of the order dated 29.11.2023, passed by this Tribunal, quoted herein above, on behalf of respondent an affidavit was filed of Sri Sandeep Kumar Srivastava and in the said affidavit he has stated that as per the bank internal guidelines/procedure/policy of weeding out the records, the bank records are liable to be weeded out in accordance with the bank "POLICY ON PRESERVATION AND DESTRUCTION OF RECORD AND DOCUMENT HANDLING" approved by the board on 20.07.2014.

Accordingly, as it is clearly established by the parties that Sri Kamal Prakash was engaged in the Bank on the post of Typist cum Data Entry Operator and his services were retrenched on 19.01.2002. As such, as per law which are referred herein above the workman Sri Kamal Prakash is entitled for compensation as his service was retrenched without complying the provisions of Section 25-F of Industrial Disputes Act 1947 but he is not entitled for reinstatement as prayed by him.

AWARD

For the foregoing reasons as the services of Sri Kamal Prakash was engaged as part time sweeper on 26.03.2001 and his services were retrenched w.e.f. 19.01.2002 without following the provisions of Section 25-F of Industrial Disputes Act 1947, hence, he is entitled for compensation amounting to Rs. Twenty Five Thousand only; but not for reinstatement in services.

The reference No. L-12012/45/2004-IR(B-II) dated 22.05.2009 is answered accordingly.

Lucknow.

25th July, 2025

Justice ANIL KUMAR) Presiding Officer

नई दिल्ली, 13 अक्टूबर, 2025

का.आ. 1820.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (38/2009) प्रकाशित करती है

[सं. एल – 12012/40/2009- आई आर (बी -II)]

सलोनी, उप निदेशक

New Delhi, the 13th October, 2025

S.O. 1820.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.38/2009) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow* as shown in the Annexure, in the industrial dispute between the management of Bank of India and their workmen.

[No. L-12012/40/2009- IR(B-II)]

SALONI, Dy. Director

ANNEXURE
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT LUCKNOW

PRESENT

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I.D. No. 38/2009

No. L-12012/40/2009-IR(B-II) dated 22.09.2009

BETWEEN

Shri Ram Murti S/o Shri Ganga Prasad, Village Virampur

Post - Pareli, Hardoi (Distt.)

Vs

1. The Branch Manager, Bank of India, Branch Harpalpur, Hardoi (Distt.)

2. The Zonal Manager, Bank of India, Lucknow Zone

Star House Vibhuti Khand, Gomti Nagar, Lucknow

AWARD

By order No. L-12012/40/2009-IR(B-II) dated 22.09.2009, the Central Government, the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (hereinafter referred to as the Act) referred this industrial dispute for adjudication with following schedule:

“Whether the action of the management of Bank of India in terminating the services of Shri Ram Murti S/o Shri Ganga Prasad w.e.f. 26.10.2008 without complying the provisions of Section 25F of the Industrial Disputes Act, 1947 is legal and justified? To what relief the workman concerned is entitled?”

In response to the same claimant, Ram Murti filed his statement of claim on 28.10.2009, relevant para quoted hereunder:

1. The applicant was appointed as Safai karamchari on the basis of vacancies advertised and on the basis of interview and he was issued an appointment letter in this respect on 23.12.1997 to join his services.
2. The applicant has followed the instructions and approached to join at the appointed place he was allowed to work and he continues there for some time but he for the reasons best known to the officers concerned he was neither allowed to sign and also not paid wages for the work. After some time he was verbally said that the Hon'ble High Court has cancelled the Appointment letter of the applicant and he therefore allowed to join on his work on part time daily wages in the branch Harpalpur Hardai on 3.11.1998.
3. The applicant was made a daily wager he accepted the work and started his work on the basis of the instructions and orders of the officers of the bank and he was paid his wages on vouchers.
4. The applicant was also allowed to work as peon/ Safai Karamchari time to time and paid accordingly on daily wage basis regularly on vouchers.
5. After the death of a part time permanent employee of the bank 1994, all the work and duties of a permanent Safai Karamchari as well as a peon were given to the applicant as per schedule of the bank and the applicant has performed his job diligently and honestly without any complaint to Bank officers faithfully.
6. The applicant has therefore completed more than 10 years of service as daily wager Safai/ peon in the said branch of bank faithfully in the manner as stated above.
7. The applicant was in full hope that he will be regularized in the tune of his original appointment letter but when vacancies occur he was thrown again out of way saying that the he was overage and not entitled to be appointed as permanent workman instead he was deprived his part time daily rated employment illegally and unjustifiably.
8. The services of the applicant were terminated w.e.f. 26.10.2008 without any notice and without compliance of provisions of section 25 of Industrial Disputes Act, 1947, he was not paid any sort of compensation and no reasons of termination of services is given.

Accordingly, he has prayed following relief:

"It is therefore prayed that the Hon'ble Court may kindly be pleased to answer the order of reference in favor of the applicant and further be pleased to grant reinstatement to the applicant on his job and with continuity of service and with full back wages or allow other relief which the court may deem fit in the facts of the case."

In rebuttal, respondent has filed written statement denying claim of the workman, with following submissions:

- The claimant Shri. Ram Murti is not a workman. No employer -employee relationship exists between the Bank and the claimant. The claimant is not a workman as defined in Section 2 (s) of the Industrial Disputes Act. 1947. As such the reference is not maintainable. In view of this, the reference is liable to be dismissed without Merit-
- An interview was held on 3-11-1997 for the post of part time Safai Karmchhari. The claimant Shri. Ram Murti was selected for the post of safai. Karamchhari in the bank and an intimation regarding his selection was issued to him vide letter Date. 23-12-1997. However one of the candidates filed a writ petition before the Hon'ble High Court. Allahabad, as a result the bank cancelled the selection process. It was also communicated to all concerned including the employment exchange authority.
- The claimant was not allowed to work for some time but he was neither allowed to sign nor he was paid wages for the work. In fact an intimation of selection was issued. The appointment letter was not issued therefore the question of his joining duties does not arise. It is also wrong and baseless to suggest that he was allowed on 3-11-1998 to work on part time daily wages.
- The name of the claimant Shri Ram Murti was sent by the Employment Exchange in the year 1997. But the entire selection process was cancelled. Therefore the claimant was not appointed. There is no malafide or malice in it. Since the applicant was not appointed there arise no question of his termination or consideration for permanent appointment. It is submitted that there is no unfairness or malafide in it.

On 06.05.2010 rejoinder affidavit has been filed. In rejoinder affidavit the plea taken by workman is as under:

The opposite party are denying employment only with a view to harass the applicant workers, the papers on which the applicant has worked and as he has already stated in his written statement he has performed duty in the bank as Daftary, Safai Karamchhari and also Misc work which was directed and he will prove it through some primary some primary evidence which are in the possession and custody of the opposite party and also some secondary evidence which will prove the case of employment of the applicant but the concealment through bank is not fair and just.

Thereafter, documents and evidence has been exchanged between the parties.

Finding & conclusion:

In spite of notice none appeared on behalf of workman.

Heard Smt. Neeta Mathur and perused the record.

First point to be considered in the present case, as per the objection taken by the respondent in their written statement whether Sri Ram Murti falls within the definition of 'workman' as given in the section 2 's' of the Act or not?

From perusal of the records the position which emerged out that in the year 1997 an exercise was conducted for appointment of 'part time sweeper' in the Harpalpur, Hardoi branch of the Bank of Baroda in which the applicant has submitted his candidature.

In response to the application submitted by workman, on 08.01.1998, Branch Manager of the said branch issued a letter to the claimant in which he stated that on 03.11.1997 the applicant has appeared for interview along with relevant documents. In said letter, in clause 8 it is also mentioned that prior to 07.10.1998 the applicant should come to the Bank and complete all formalities in regard to his appointment on the post of part time sweeper in Harpalpur, Hardoi branch, Bank of Baroda (paper no. 3/15); however, the said selection process was stayed by the Hon'ble High Court.

Thereafter, the authority concerned/Branch Manager of Harpalpur, Hardoi branch allowed the applicant to work on the post of part time sweeper in the Harpalpur, Hardoi branch. The said fact is evident from letter which are brought on record as paper no. 10/1 and 10/2 filed by the workman, not denied by respondent, quoted herein below:

Paper No. 10/1:

"संदर्भ/ Ref No.: हरपाल / दि.वा. शि/ दिनांक/ Date: 20.08.07

हरपालपुर शाखा के लिए स्थायी अंशकालिक सफाई कर्मचारी नियुक्ति हेतु

आपके विज्ञापन के अनुसार हमें उपरोक्त पद के लिए श्री राममूर्ति s/o गंगा प्रसाद का आवेदन प्राप्त हुआ है। हम इस

आवेदन के साथ राममूर्ति द्वारा दी गयी घोषणा एवं एक दस्तावेजों की फोटो कापी प्रेषित कर रहे हैं।

श्री राममूर्ति हमारी शाखा में पिछले कई वर्षों से सफाई का काम सुचारु रूप से कर रहे हैं।

कृपया उनके आवेदन के संदर्भ में आवश्यक कार्यवाही करें।”

Paper No. 10/2:

“संदर्भ / Ref No.: हरपालपुरा पी के टी

दिनांक / Date: 29.04.08

अधीनस्थ अंशकालिक सफाई कर्मचारी के पद पर नियुक्ति विज्ञापन के संदर्भ में श्री राममूर्ति पुत्र श्री गंगा प्रसाद से प्राप्त अभ्यावेदन

हम श्री राममूर्ति द्वारा उपरोक्त के संदर्भ में अभ्यावेदन प्राप्त हुआ है जिसे अग्रसारित कर रहे हैं

शाखा में कोई अधीनस्थ कर्मचारी न होने के कारण श्री राममूर्ति आकस्मिक मजदूर के रूप में कार्य कर रहे हैं। हम श्री मूर्ति के अभ्यावेदन का सहानुभूति पूर्ण विचार किए जाने की अनुसंधान करते हैं।”

Thus, in view of the above piece of document it is clear that Sri Ram Murti was working as part time sweeper with the Bank.

Keeping into consideration the above said facts and definition of workman given in section 2 ‘s’ of the Act and in view of the following judgement:

- a) All India Reserve Bank Employees Association Versus Reserve Bank of India reported in AIR 1966 SC 305.
- b) H.R. Adyanthaya & others Versus Sandoz India Ltd. reported in (1994) 5 SCC 373.
- c) C.G. Gupta Versus Glaxo Smith Klin Pharmaceutical Limited reported in (2007) 7 SCC 171.
- d) Chauharya Tripathi & others Versus L.I.C. of India & others reported in 2015 (7) SCC 263.
- e) Om Carrying Corporation Versus Tilock Narang & others reported in 2016(148) FLR 915.
- f) T. Bobby Francis Versus Lucy Varghese & others reported in 2016(149) FLR 866.
- g) agdish Prasad Sharma Versus Presiding Officer, Industrial Tribunal-cum-Labour Court-I, Gurugram & another reported in 2023 (178) FLR 565.
- h) M/s. S.K. International & another Versus Ashok Tanaji Tambe & another reported in 2024 (180) FLR 994.
- i) M/s S.K. International & another v. Ashok Tanaji Tambe & another 2024 (180) FLR 994.
- j) M/s. Bharat Airtel Limited Versus A.S. Raghavendra passed in Civil Appeal No.5187 of 2023 (2024 INSC 265).
- k) Godrej and Boyce Manufacturing Company Ltd. Vs. Shivkranit Kamgar Sanghatana & others 2024 LLR 492.

wherein it is held that a person working as part time worker is ‘workman’, the objection taken by the respondent is rejected.

Now next point to be considered on the basis of pleadings, that whether the workman completed 240 days in twelve calendar months prior to retrenchment of his services or not?

So far as the matter in relation to the fact that whether the workman completed 240 days in twelve months preceding to retrenchment of his services on 26.10.2008 is concerned, on the basis of evidence documentary and oral, filed by the parties, the position which emerged out that from the documents filed by the workman as well as on the basis of evidence on affidavit filed on behalf of respondent of Sri Kuldeep Kumar, Branch Manager of the branch in question, relevant portion quoted thereunder:

“1. यह की शपथकर्ता वर्तमान में बैंक की शाखा में शाखा प्रबन्धक के पद पर नियुक्त है। शपथकर्ता को वाद से संबन्धित सभी तथ्यों की भली भांति जानकारी है।

2. यह की इस ताह में पूर्व में बैंक का साक्ष्यशपथपत्र प्रस्तुत किया जा चुका उसी क्रम में यह साक्ष्य शपथपत्र प्रस्तुत है।

3. यह की राममूर्ति व बैंक के बीच कभी नौकर मालिक का संबंध नहीं रहा।

4. गृह की दिनांक 03.11.1997 को बैंक में पार्ट टाइम सफाई कर्मचारी पद की भर्ती के लिए इंटरव्यू लिया गया था जिसमें राममूर्ति को सेलेक्ट किया गया था लेकिन किसी अन्य आवेदनकर्ता ने माननीय उच्च न्यायालय में रिट पिटीशन लगा

दी थी, इसलिए बैंक द्वारा उक्त सेलेक्शन प्रोसेस को कैन्सल कर दिया गया था एवं इसकी सूचना सभी आवेदनकर्ता व रोजगार कार्यालय को दे दी गयी थी। दिनांक 03.11.1997 को इंटरव्यू के तहत राममूर्ति को कभी कोई नियुक्ति पत्र नहीं दिया गया।

5. यह की राममूर्ति को बैंक द्वारा न कभी कार्य पर रखा गया न हटाया गया।

6. यह की राममूर्ति द्वारा अपने शपथपत्र दिनांक 10.01.2017 के द्वारा जो अभिलेख लगाए हैं उन्हें वादी ने पूर्व में कभी नहीं लगाए। अभिलेख भी पुराने होने के कारण बैंक के रिकॉर्ड में नहीं है।”

Further, from the documents which are annexed by the parties it clearly borne out that the applicant, worked for more than 240 days continuously as part time sweeper in the last 12 preceding months from the date of retrenchment and his services were terminated/retrenched without following provisions of section 25 F of the Industrial Disputes Act, 1947, so, what relief he is entitled?

Answer to said question finds place in the case of [Hari Nandan Prasad & Another reported in 2013 \(139\) FLR 125 \(SC\)](#), wherein the appellants, who was engaged on a daily wage basis, has been terminated from service, the industrial dispute was referred to the Central Government -cum- Industrial Tribunal (CGIT). The proceedings in the CGIT culminated in the termination of appellants being held to be illegal and they were directed to be reinstated and the service being regularized, in terms of a circular issued by the FCI, wherein any temporary worker employed for more than 90 days was entitled to be regularized.

In the case of *Assistant Engineer, Rajasthan State Agriculture Marketing Board, Sub-Division, Kota vs. Mohan Lal reported in (2013) 14 SCC 543*, the respondent was engaged as a Mistri on muster roll basis, whose services were terminated. The workman was neither given one month's notice nor one month's salary was given in lieu of that notice, prior to termination of his service and he was also not paid retrenchment compensation. The industrial dispute, which was referred to the Labour Court culminated with the award made by the Labour Court, holding that as the workman had completed more than 240 days in a calendar year and his services were being terminated in violation of [Section 25-F](#) of the Industrial Dispute Act, 1947, the workman was entitled to be reinstated with continuity in service.

The Single Judge of the Hon'ble High Court set aside the award and the Division Bench reinstated the award passed by the Labour Court. The Hon'ble Supreme Court observed that the workman had worked for 286 days from 01.11.1984 to 17.02.1986 and though the service of the workman was terminated w.e.f. 18.02.1986, the industrial dispute was raised by the workman after six years. The Supreme Court thus held that the judicial discretion exercised by the Labour Court was flawed and unsustainable, in view of the delay of six years in raising the industrial dispute. However, the Supreme Court held that the interest of justice would be sub-served, if in lieu of reinstatement, compensation @ Rs.1 Lakh was paid to the workman.

In the case of [U.P. State Road Transport Corporation vs. Man Singh reported in 2006 \(111\) FLR 323\(SC\)](#), the service of the respondent, who was appointed on temporary basis, was terminated. The industrial dispute referred to the Labour Court culminated with the termination of the workman being set aside, in view of [Section 25-F](#) of the Industrial Dispute Act, 1947, not being complied with. However, the workman was granted only back wages. The Hon'ble Supreme Court, on considering the fact that there was nothing to show that the workman had been appointed in accordance with the Recruitment Rules for filling up a vacancy, in terms of [Article 14](#) and [16](#) of the Constitution, besides the fact that the dispute was raised after 12 years, the Hon'ble Supreme Court held that the interest of justice would be sub-served, if the Corporation was made to pay a sum of Rs. 50,000/- to the workman.

In the case of [Nand Kumar vs. State of Bihar and others reported in \(2014\) 5 SCC 300](#), the Hon'ble Supreme Court considered the judgment of the Constitution Bench in the case of [State of Karnataka vs. Uma Devi reported in \(2006\) 4 SCC 1](#), where it had held that while directing the appointments, temporary or casual, be regularized or made permanent, the Courts are swayed by the fact that the concerned person had worked for some time. It is not as if the person who accepts an engagement either temporary or casual in nature, is not aware of the nature of his employment. He accepts the employment with eyes open. It may be true that he is not in a position to bargain since he might have been searching for some employment so as to eke out his livelihood and accepts whatever he gets. But on that ground alone, it would not be appropriate to jettison the constitutional scheme of appointment and to take the view that a person who has temporarily or casually got employed should be directed to be continued permanently. By doing so, it would be creating another mode of public appointment which is not permissible.

In the case of [State of Orissa vs. Mamata Mohanty reported in \(2011\) 3 SCC 436](#), the Hon'ble Supreme Court has held that the appointment made without advertisement was in violation of [Article 14](#) and [16](#) of the Constitution. Para 35 and 36 of [the said judgment](#) is reproduced below as follows:-

"35. At one time this Court had been of the view that calling the names from Employment Exchange would curb to certain extent the menace of nepotism and corruption in public employment. But, later on,

came to the conclusion that some appropriate method consistent with the requirements of [Article 16](#) should be followed. In other words there must be a notice published in the appropriate manner calling for applications and all those who apply in response thereto should be considered fairly. Even if the names of candidates are requisitioned from Employment Exchange, in addition thereto it is mandatory on the part of the employer to invite applications from all eligible candidates from the open market by advertising the vacancies in newspapers having wide circulation or by announcement in Radio and Television as merely calling the names from the Employment Exchange does not meet the requirement of the said Article of the Constitution. (Vide: [Delhi Development Horticulture Employees' Union v. Delhi Administration, Delhi & Ors.](#), AIR 1992 SC 789; [State of Haryana & Ors. v. Piara Singh & Ors.](#), AIR 1992 SC 2130; [Excise Superintendent Malkapatnam, Krishna District, A.P. v. K.B.N. Visweshwara Rao & Ors.](#), (1996) 6 SCC 216; [Arun Tewari & Ors. v. Zila Mansavi Shikshak Sangh & Ors.](#), AIR 1998 SC 331; [Binod Kumar Gupta & Ors. v. Ram Ashray Mahoto & Ors.](#), AIR 2005 SC 2103; [National Fertilizers Ltd. & Ors. v. Somvir Singh](#), AIR 2006 SC 2319; [Telecom District Manager & Ors. v. Keshab Deb](#), (2008) 8 SCC 402; [State of Bihar v. Upendra Narayan Singh & Ors.](#), (2009) 5 SCC 65; and [State of Madhya Pradesh & Anr. v. Mohd. Ibrahim](#), (2009) 15 SCC 214).

Therefore, it is a settled legal proposition that no person can be appointed even on a temporary or ad hoc basis without inviting applications from all eligible candidates. If any appointment is made by merely inviting names from the Employment Exchange or putting a note on the Notice Board etc. that will not meet the requirement of [Articles 14](#) and [16](#) of the Constitution. Such a course violates the mandates of [Articles 14](#) and [16](#) of the Constitution of India as it deprives the candidates who are eligible for the post, from being considered. A person employed in violation of these provisions is not entitled to any relief including salary. For a valid and legal appointment mandatory compliance of the said Constitutional requirement is to be fulfilled. The equality clause enshrined in [Article 16](#) requires that every such appointment be made by an open advertisement as to enable all eligible persons to compete on merit."

Further the Madhya Pradesh Hon'ble High Court in the case of **Branch Manager, Central Bank of India Tilak Chowk Vidisha Versus Pradeep Kumar Sen** reported in 2024 (181) FLR 809 held as under:-

"22. 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."

23. 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.

24. 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."

4. *Jagbir Singh* has been applied very recently in *Telegraph Deptt. v. Santosh Kumar Seal*, wherein this Court stated: (SCC p. 777, para 11)

11. In view of the aforesaid legal position and the fact that the workmen were engaged as daily-wagers about 25 years back and they worked hardly for 2 or 3 years, relief of reinstatement and back wages to them cannot be said to be justified and instead monetary compensation would subserve the ends of justice."

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....."

25. 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."

A division Bench of Hon'ble Gujarat High Court in the case of **Range Forest Officer Versus Virjibhai Ranchhodbhai & another** reported in 2024 (182) FLR 179 has held as under:-

6.1. The shift in law on this count was highlighted by the Supreme Court in [Bhopal Vs. Santosh Kumar Seal](#) [(2010) 6 SCC 773] relying on its own another decision in [Jagbir Singh Vs. Haryana State Agriculture Marketing Board](#) [(2009) 15 SCC 327], observing that the relief of payment of lump-sum compensation could be a proper relief in a given set of facts and circumstances.

"In the last few years it has been consistently held by this Court that relief by way of reinstatement with back wages is not automatic even if termination of an employee is found to be illegal or is in contravention of the prescribed procedure and that monetary compensation in lieu of reinstatement and back wages in cases of such nature may be appropriate. (See [U.P. State Brassware Corpn. Ltd. v. Uday Narain Pandey](#) [2006 (1) SCC 479], [Uttaranchal Forest Development Corpn. v. M.C. Joshi](#) [2007 (9) SCC 353], [State of M.P. v. Lalit Kumar Verma](#) [2007 (1) SCC 575], [M.P. Admn. v. Tribhuban](#) [2007 (9) SCC 748], [Sita Ram v. Moti Lal Nehru Farmers Training Institute](#) [2008 (5) SCC 75], [Jaipur Development Authority v. Ramsahai](#) [2006 (11) SCC 684], [GDA v. Ashok Kumar](#) [2008 (4) SCC 261] and [Mahboob Deepak v. Nagar Panchayat, Gajraula](#) [2008 (1) SCC 575].)"

6.2. In subsequent decision in [Rajasthan Development Corporation Vs. Gitam Singh](#) [(2013) 5 SCC 136], the Supreme Court stated,

"From the long line of cases indicated above, it can be said without any fear of contradiction that this Court has not held as an absolute proposition that in cases of wrongful dismissal, the dismissed employee is entitled to reinstatement in all situations. It has always been the view of this Court that there could be circumstance(s) in a case which may make it inexpedient to order reinstatement. Therefore, the normal rule that the dismissed employee is entitled to reinstatement in cases of wrongful dismissal has been held to be not without exception. Insofar as wrongful termination of daily-rated workers is concerned, this Court has laid down that consequential relief would depend on host of factors, namely, manner and method of appointment, nature of employment and length of service. Where the length of engagement as daily wagger has not been long, award of reinstatement should not follow and rather compensation should be directed to be paid. A distinction has been drawn between a daily wagger and an employee holding the regular post for the purposes of consequential relief."

6.3. In [Uttaranchal Forest Development Corporation Vs. M.C. Joshi](#) [(2007) 9 SCC 353], the Supreme Court held that the question of grant of compensation in place of relief of reinstatement could be guided by relevant factors to be that whether the appointment was made in accordance with the statutory Rules or not.

6.4. It is to be observed that the decisions of the Supreme Court have carved out the circumstances and aspects which may guide the discretion of the court in awarding lump-sum compensation instead of granting relief of reinstatement even if there is a breach of [Section 25F](#), [25G](#) and [25H](#) of the Industrial Disputes Act.

6.5. These factors were highlighted in [Bantva Municipality Vs. Amritlal Harji Chauhan](#) being Special Civil Application No.9135 of 2013 decided on 31.3.2014 as under :-

"(i) The fact that the workman is daily-rated workmen, not permanently employed; (ii) He is not holding a permanent post; (iii) Nature of his employment; (iv) Span of service, viz. The period during which he worked upto the date of termination of services; (v) Manner and method of appointment. Whether it was a backdoor entry; (vi) The time gap from the date of termination; (vii) Delay in raising the Reference is also considered to be a germane factor; (viii) Any special feature peculiar to the facts of the particular case.

For instance, in [Bhurumal](#) (supra), the Supreme Court noticed that post which the workman held was of Lineman in the Telephone Department, and that the work of Lineman was drastically reduced in view of advancement of the technology."

6.6. In the case of [BSNL v. Bhurumal](#), reported in (2014) 7 SCC 177, it was categorically observed that even after reinstatement, it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation. Even as a daily-wage worker, no useful purpose is going to be served in reinstating such a workman and he can be given monetary compensation by the Court itself."

In view of above said facts as well as law as laid down by the Hon'ble Apex Court in the matter of [Gopal Krishna Ketkar vs. Mohamed Haji Latif and others](#), AIR 1968 SC 1413 has held that, if a party in possession of best evidence, which would throw a light on the issue in controversy withheld the same, Court ought to draw an adverse

inference against the party notwithstanding that onus of proof does not lie on him. The party who is in possession of best evidence cannot rely on abstract doctrine of onus of proof or on the fact that he was not called upon to produce it.

The Hon'ble Madhya Pradesh High Court in the case of **Chairman, Institute of Engineers, Jabalpur Versus Kailash Sen reported in 2024(181) FLR 300**, it has been held that it is not in dispute that workman was in employment with respondent since the date of engagement and prior to retrenchment of his services he has continuously worked for 240 days in the last preceding 12 months. The said plea taken by the workman has to be categorically denied and disproved by the respondent who has sufficient documentary evidence to demonstrate that employee has not worked for more than 240 days in a calendar year by producing attendance and payment register. If same is not done, it will be presumed that the respondent has failed to dislodge the claim of the workman that he has worked for more than 240 days in last preceding 12 months.

A Division Bench of Hon'ble Telangana High Court in the case of **S. Srinivas Versus The Union of India & others reported in 2024 LLR 860**, it has been held that it is trite law that a party invoking/relying on certain plea has to make an averment with details to sustain such a plea and has to adduce material to establish allegations made and the burden is on the party to lead and prove that it is right. (see *State of Uttar Pradesh v. Kartar Singh*, AIR 1964 SC 1135).

Hon'ble the Apex Court in the case of **Pradeep v. Manganese Ore (India) Limited & ors. 2022 (3) SCC 683** has held that as per section 106 of Indian Evidence Act, the burden lies on a party to prove and establish the plea taken by it.

Further, in view of the said pleading/evidence as well argument, advanced by the Learned Counsel for the respondent Smt Neeta Mathur that workman has not worked for 240 days in preceding 12 months from the date of alleged termination, as no cogent evidence has been filed before this Tribunal, by the respondent, in order to prove the same, on one hand and on other hand the said plea taken by workman that his services were retrenched by respondent is clearly established by the pleadings/evidence filed by the workman, Sri Ram Murti that he has worked for more than 240 days in the last preceding 12 months prior to date of his oral termination on 26.10.2008.

Also, as it is clearly established by the parties that Sri Ram Murti was engaged in the Bank on the post of part time sweeper and his services were retrenched on 26.10.2008. As such, as per law which are referred herein above the workman Sri Ram Murti is entitled for compensation as his service was retrenched without complying the provisions of Section 25-F of Industrial Disputes Act 1947 but he is not entitled for reinstatement as prayed by him.

Award

For the foregoing reasons as the services of Sri Ram Murti was engaged as part time sweeper on 23.10.1997 and his services were retrenched w.e.f. 26.10.2008 without following the provisions of Section 25-F of Industrial Disputes Act 1947, hence, he is entitled for compensation amounting to Rs. 2 Lakh (Rupees Two Lakh only) but not for retrenchment in services.

The reference No. L-12012/40/2009-IR(B-II) dated 22.09.2009 is answered accordingly.

Lucknow.

15th July, 2025

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 14 अक्तूबर, 2025

का.आ. 1821.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब एंड सिंध बैंक के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़-2** के पंचाट (188/2024) प्रकाशित करती है।

[सं. एल - 39025/01/2025- आई आर (बी -II)-31]

सलोनी, उप निदेशक

New Delhi, the 14th October, 2025

S.O. 1821.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 188/2024) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-2* as shown in the Annexure, in the industrial dispute between the management of **Punjab & Sind Bank** and their workmen.

[No. L-39025/01/2025- IR (B-II)-31]

SALONI, Dy. Director

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH****(Presiding Officer:- Mr. Kamal Kant).****ID No.188/2024**

Surinder Singh @ Sonu S/o Sh. Meeha Singh, R/o Balmik Basti, Street No.2 Near Bus Stand Rampuraphul, Tehsil Phul, Distt. Bathinda-151103.

.....Workman

Versus

1. The Chairman cum Managing Director, Punjab & Sind Bank, # Head Office 7th floor, 21 Rajendra Place, New Delhi-110008.
2. Zonal Manager, Punjab & Sind Bank, #100 Feet Road, Model Town Phase-II, Shant Nagar, Near Dhobiana Road, Bathinda, Punjab-151001.
3. Chief Manager, Punjab & Sind Bank, Branch Rampuraphul, Arya High School Road, Tehsil Phul, Distt. Bathinda, Punjab-151103

.....Respondents

Present: Sh. Krishan Lal, AR for workman.

Respondents no.1 to 3 already ex parte.

AWARD**Dated : 04.08.2025**

1. The workman has filed the present claim statement directly under Section 2A of the Industrial Disputes Act, 1947 (hereinafter called as ID Act) for reinstatement in service along with consequential benefits.
2. Brief facts of the case as stated by the applicant are that he was working as Peon cum Daftri in the office of respondent no.3 w.e.f. December 2010 to 24.08.2018. On 25.08.2018, he was told orally that he should not come present for work. He worked without any gap from December 2010 to 24.08.2018 and had completed 240 days of regular work for each calendar year. No charges of misconduct, indiscipline have been reported by any officer or any person in respect of him. Other workmen, who were junior to him are still working with the bank and have been regularized by the employer. He was not paid any amount of compensation, gratuity, leave encashment for his retrenchment. One Sh. Harjinder Singh, who was working as Chief Manager with respondent no.3 was having malafide intention against him as firstly, the chief manager wanted that he should give him massage free of cost, but he refused. Secondly, he wanted to adjust his own person namely Sahil Kumar. Sh. Sahil Kumar was having good relations with Sh. Harjinder Singh. Sh. Harjinder Singh is a homosexual man, who wanted to hire Sh. Sahil Kumar as he is consensual with the homosexual behavior of Sh. Harjinder Singh. The workman was paid Rs.6,000/- per month approx. for his services and now the workman is unemployed. The workman approached the Assistant Labour Commissioner, Jalandhar (hereinafter called as ALC, Jalandhar) on 18.12.2018 but proceedings failed as employer was adamant not to reinstate the services of the workman. Therefore, the office of ALC, Jalandhar issued a certificate dated 22.08.2019 enabling the workman to approach this Tribunal for adjudication of the said dispute. Hence, the workman filed the present claim petition directly under Section 2A of the ID Act. It is prayed that his claim petition be allowed and he be reinstate in service.
3. Respondents no.1 to 3 filed written statement, alleging therein that the workman never remained employed with the respondents on temporary or permanent basis at any time. Therefore, there was no question to terminate his services. The workman never worked with the respondents since the year 2010 nor he continued to work for more than 240 days on all calendar years up to the date of his alleged termination. The workman has leveled the allegations against the chief manager only to harass and humiliate him and these allegations have been leveled in an afterthought manner by him after filing two litigations i.e. the application before the ALC, Jalandhar and an application under Section 340 Criminal Procedure Code. No person named Sahil Kumar is working with the branch and there is no temporary workman employed by the branch as claimed by the workman. Since, there was no relationship of employer and employee between the parties, as such there is no question to conciliate the matter or to employ the workman. It is prayed that the application under Section 2A of the ID Act is not maintainable and the same be dismissed.

4. A rejoinder was also filed by workman contravening the facts taken in written statement as reiterating the facts as stated in claim petition.
5. In order to prove his case, the workman has filed his affidavit on 04.01.2023 and has also examined one Sh. Tarsem Singh, who has filed his affidavit. In the affidavit filed by the workman, it is stated that he has worked with the respondents continuously from 10.11.2010 to 24.08.2018 and completed 240 days of service in each calendar years with the principle employer and performed all the official duties honestly and sincerely with full dedication. He has also placed on record one agreement of service executed (Annexure A/1) on 06.11.2013 between the workman and respondent, which was duly notarized at New Delhi. He has also placed on record medical treatment record Annexure A/7. He has also placed on record various letters dated 06.12.2013, 21.01.2014, 19.05.2015, 01.07.2016 and 19.08.2017 (Annexure A/2 to Annexure A/6). Similarly, Sh. Tarsem Singh in his affidavit also stated that the workman worked from 2010 till 24.08.2018.
6. No one turned up on behalf of the respondents nor they led any evidence, so respondents were proceeded ex parte on 23.07.2025.
7. The issue before this Tribunal is whether the service of workman were terminated on 25.08.2018 by respondent without adhering Section 25F of the ID Act.
8. The claim of the workman is this that he worked from December 2010 till 24.08.2018 and in each year, he has completed 240 days of service, but his services were dispensed with without adhering to Section 25-F of the ID Act orally on 25.08.2018 .
9. It is settled principle of law that onus to prove is always on the workman that he was in the employment of management and it is for the workman to adduce evidence to prove factum of his employment with the management. Such evidence may be in the form of receipt of salary of wages for 240 days or record of his/her appointment or engagement for that year to show that he/she has worked with the employer for 240 days or more in a calendar year preceded his termination. In this regard, reference may be made to Batala Co-Op. Sugar Mills Ltd. vs. Sowaran Singh (2005) 8 supreme Court cases 481 as well as Director Fisheries Terminated Division versus Bhikubhai Meghajibhai Gadva (2012) 1 SCC 47.
10. So it was incumbent upon the workman to prove that he has worked 240 days prior to 24.08.2018. But the workman in order to prove his case placed on record some letters written by Chief Manager on various dates i.e. 06.12.2013, 21.01.2014, 19.05.2015, 01.07.2016 and 19.08.2017 (Annexure A/2 to Annexure A/6). A perusal of all these letters (Annexure A/2 to Annexure A/6) reveals that Chief Manager has written to Zonal Manager of the bank that there is no peon on roll in his branch and therefore, applicant be appointed as part time peon on bank roll and may be posted at branch office at Rampuraphul. The wording of all these letters (Annexure A/2 to Annexure A/6) is almost similar. He also placed on record an agreement dated 06.11.2013 executed between him and the bank. But perusal of the said agreement reveals that workman shall be a whole time servant of the bank and the relevant para of the said letter is reproduced as below:

E) That the employee shall be a whole time servant of the bank and shall not, so long he holds and appointment in the bank engage other directly or indirectly in any employment/business/trade or speculation of any kind.

The said agreement is not signed by the bank at any level. Thus, it appears that the workman has prepared the same in order to create evidence.

11. Not only this, in case the workman was appointed through the said agreement dated 06.11.2013, then what was the necessity of the writing all these letters (Annexure A/2 to Annexure A/6), which commence from 06.11.2013 onwards by the Chief Manager to the Zonal Manager for appointing applicant as part time peon, whereas as per aforesaid agreement, he was appointed as a whole time servant of bank. No inference can be drawn from the letters (Annexure A/2 to Annexure A/6) that workman worked with the respondent during the entire period December 2010 to 24.08.2018. So far as Annexure A/7 is concerned, it is some medical certificate and it is own case of the workman that expenditure incurred by the workman for his treatment was not reimbursed to him. Thus, how the medical certificate is relevant to his case is not at all proved when the medical reimbursement was not made to the workman. This clearly shows that the workman never worked with the respondent, merely because respondent has been proceeded ex parte does not give the right to the workman to get his case succeeded. In this way, no other evidence has been placed on record by the workman that he worked for 10.11.2010 to 24.08.2018 by way of any attendance or any bank record that regular salary was paid to the workman in his account. Rather it appears that the agreement prepared by the workman is

false document and it was never executed between workman and the bank. The workman has miserably failed to prove his case. Thus it would be a futile exercise to proceed further in this case.

12. Hence, the application under Section 2A of the ID Act is not maintainable and hence dismissed with the above observations.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 15 अक्टूबर, 2025

का.आ. 1822.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 धनबाद के पंचाट (43/2003) प्रकाशित करती है।

[सं. एल – 12011/23/2003- आई आर (बी -II)]

सलोनी, उप निदेशक

New Delhi, the 15th October, 2025

S.O. 1822.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 43/2003) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No. 1,Dhanbad as shown in the Annexure, in the industrial dispute between the management of Bank of India their workmen.

[No. L-12011/23/2003- IR(B-II)]

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. 43/2003

Employer in relation to the management of Bank of India, Pootki Branch, Dhanbad.

AND.

Their workman.

Present: **Shri Sachindra Kumar Pandey**

Presiding Officer

Appearances:

For the Employers :- None.

For the workman. :- None.

State : Jharkhand.

Industry:-Bank

Dated 13/08/2025

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-12011/23/2003 (IR(B-II)) dated 05/05/2003 has been pleased to refer the following dispute between the employer i.e. management of Bank of India, Pootki Branch, Dhanbad and their workman through General Secretary, Bank of India Empls. Asson., Bihar, Patna for adjudication by this Tribunal:

SCHEDULE

“Whether the action of the management of Bank of India, Pootki Branch in not paying the Special Allowance (Teller allowance) w.e.f. 12.8.1996 to 25.2.2001 to Shri S.C. Mohanty is fair and justified? If not, what relief the concerned workman is entitled to?”

2. On receiving order no. L-12011/23/2003 (IR(B-II)) dated 05/05/2003 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 43 of 2003 was registered on 20.05.2003 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents in support of their claims and the witnesses.

3. After issuance of notice, Sri S.K. Sinha, Zonal Secretary of the union appeared on 29.12.2003 and filed written statement but no one appeared on behalf of the management. The case record shows that this case was put up after a long gap on 17.08.2021 and regd. notices were issued to both parties but both the parties failed to appear before this Tribunal and the notice of the workman/union returned.

4. It transpires from the case record that both the parties neither appeared before the Tribunal since the year 2021 nor any step were taken on their behalf which makes it clear that they have lost their interest in this case and therefore, this Tribunal is of the opinion that this case deserves to be dismissed for non prosecution.

5. Hence,

ORDERED

that this case is hereby dismissed 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, 15 अक्टूबर, 2025

का.आ. 1823.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ओरिएण्टल बैंक ऑफ कॉमर्स के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 धनबाद के पंचाट (08/2020) प्रकाशित करती है।

[सं. एल – 12011/57/2019- आई आर (बी -II)]

सलोनी, उप निदेशक

New Delhi, the 15th October, 2025

S.O. 1823.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 08/2020) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No. 1,Dhanbad* as shown in the Annexure, in the industrial dispute between the management of Oriental Bank of Commerce their workmen.

[No. L-12011/57/2019- IR(B-II)]

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. 08/2020

Parties:

Employers in relation to the management of Oriental Bank
Of Commerce, Circle Office, Ranchi

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- None.

For the workman :- None.

State : Jharkhand.

Industry:-Bank

Dated 23/09/2025

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government Of India through the Ministry of Labour, vide its Order No.L-12011/57/2019 (IR(B-II)) dated 04/02/2020 has been pleased to refer the following dispute between the employer i.e. management of Oriental Bank of Commerce, Ranchi and their workman through General Secretary, Oriental Bank of Commerce Employees Union for adjudication by this Tribunal:

SCHEDULE

“Whether the allegation leveled by Oriental Bank of Commerce Employees Union, Jharkhand against the management of Oriental Bank of Commerce, Circle Office, Ranchi, Jharkhand regarding transfer to Sh. Satyendra Prasad, SWO-A, Barhi Branch, Hazaribagh, to Chatra Branch, is legal and justified? If yes, what relief the workman is entitled to?”

2. On receiving order no. L-12011/57/2019 (IR(B-II)) dated 04/02/2020 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 08 of 2020 was registered on 25.02.2020 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents in support of their claims and the witnesses.
3. Even after issuance of notice, none appeared from either side. The case record shows that the regd. notices which was issued to both the parties on 28.09.2020, the notice of management was returned with endorsement “अधूरा पता वापस” after a long gap on 27.06.2025 second regd. notices were issued to both parties but even then no one appeared.
4. It transpires from the case record that both the parties neither appeared before the Tribunal since the year 2020 nor any step were taken on their behalf which makes it clear that they have lost their interest in this case and therefore, this Tribunal is of the opinion that this case deserves to be dismissed for non prosecution.
5. Hence,

ORDERED

that this case is hereby dismissed 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, 15 अक्टूबर, 2025

का.आ. 1824.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 धनबाद के पंचाट (16/2007) प्रकाशित करती है।

[सं. एल – 12011/95/2006- आई आर (बी -II)]

सलोनी, उप निदेशक

New Delhi, the 15th October, 2025

S.O. 1824.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 16/2007) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No. 1,Dhanbad* as shown in the Annexure, in the industrial dispute between the management of Central Bank of India their workmen.

[No. L-12011/95/2006- IR(B-II)]

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. 16/2007**Parties:**

Employers in relation to the management of Central Bank
Of India, Regional Office, Muzaffarpur.

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri R.R. Prasad, Ld. Advocate.

For the workman :- None.

State : Jharkhand.

Industry:-Bank

Dated 23/09/2025

AWARD.

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government Of India through the Ministry of Labour, vide its Order No.L-12011/95/2006 (IR(B-II)) dated 15/02/2007 has been pleased to refer the following dispute between the employer i.e. management of Central Bank of India, Muzaffarpur and their workman through General Secretary, Bihar State Central Bank Employees Association, Patna for adjudication by this Tribunal:

SCHEDULE

“Whether the action of the management of Central Bank of India, Regional Office, Muzaffarpur in not regularising the services of S/Shri Vijay Kumar & Suresh Kumar Rajak, both casual workers working in Amgola Branch, Central Bank of India is legal or justified? If not, what relief S/Shri Vijay Kumar & Suresh Rajak are entitled to ?”

2. On receiving order no. L-12011/95/2006 (IR(B-II)) dated 15/02/2007 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 16 of 2007 was registered on 01.05.2007 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents in support of their claims and the witnesses.

3. After issuance of notice, none appeared on behalf of both the parties. It further transpires from the case record, when the case record was put up after a long gap on 06.01.2022, registered notices were sent to both the parties and notice of the union returned with endorsement “Left”. However Sri R.R. Prasad, Ld. Advocate for the management appeared but the workman/union failed to appear before this Tribunal.

4. On perusal of the entire case record it is transpires that workman/union did not appear before this Tribunal for a period of 18 years which shows that workman/union has lost his interest in this case and therefore, for the ends of justice, this case deserves to be dismissed for non prosecution.

5. Hence,

ORDERED

that this case is hereby dismissed 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, 15 अक्टूबर, 2025

का.आ. 1825.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 धनबाद के पंचाट (12/2007) प्रकाशित करती है।

[सं. एल – 12011/93/2006- आई आर (बी -II)]

सलोनी, उप निदेशक

New Delhi, the 15th October, 2025

S.O. 1825.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 12/2007) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No. 1, Dhanbad* as shown in the Annexure, in the industrial dispute between the management of Central Bank of India their workmen.

[No. L-12011/93/2006- IR(B-II)]

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. 12/2007**Parties:**

Employers in relation to the management of Central Bank
Of India, Zonal Office, Patna

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri R.R. Prasad, Ld. Advocate

For the workman :- None.

State : Jharkhand.

Industry:-Bank

Dated 23/09/2025

AWARD.

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government Of India through the Ministry of Labour, vide its Order No.L-12011/93/2006 (IR(B-II)) dated 12/02/2007 has been pleased to refer the following dispute between the employer i.e. management of Central Bank of India, Patna and their workman through General Secretary, Bihar State Central Bank Employees Association, Patna for adjudication by this Tribunal:

SCHEDULE

“Whether the action of the management of Central Bank of India, Patna Zonal Office/Purnea Regional Office in not regularising the services of Shri Panna Lal Das, in subordinate cadre as Part time safai karamchari in the Central Bank of India, Kishanganj branch is legal and or justified? If not, to what relief Shri Panna Lal Das is entitled to?”

2. On receiving order no. L-12011/93/2006 (IR(B-II)) dated 12/02/2007 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 12 of 2007 was registered on 01.05.2007 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents in support of their claims and the witnesses.

3. After issuance of regd. notice, none appeared on behalf of both the parties. It further transpires from the case record, when the case record was put up after a long gap on 06.01.2022, registered notices were sent to both the parties and thereafter no step was taken from both sides. Thereafter, Sri R.R. Prasad, Advocate for the management appeared on 18.07.2022 without authority and thereafter failed to appear till 28.03.2025. Though on 27.06.2025 and 25.07.2025 Sri R.R. Prasad, Advocate appeared for the management but union/workman failed to appear before this Tribunal.

4. On perusal of the entire case record it is transpires that the workman/union never appeared before this Tribunal for a period of 18 years which shows that the workman has lost his interest in this case and therefore, for the ends of justice, this case deserves to be dismissed for non prosecution.

5. Hence,

ORDERED

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

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 15 अक्टूबर, 2025

का.आ. 1826.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय पटना के पंचाट **13 (C) of 2023**) प्रकाशित करती है।

[सं. एल – 39025/01/2025- आई आर (बी -II)-33]

सलोनी, उप निदेशक

New Delhi, the 15th October, 2025

S.O. 1826.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 13 (C) of 2023) of the *Indus.Tribunal-cum-Labour Court Patna* as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and their workmen.

[No. L-39025/01/2025- IR(B-II)-33]

SALONI, Dy. Director

ANNEXURE

Before the Presiding Officer

Industrial Tribunal, Patna.

Reference Case No.:-13 (C) of 2023

Between the management of (1) Circle Head, Punjab National Bank, Circle Office, Naulakha Apartment, S.N. Singh Road, Opp. DIG Office, Khanjarpur, Bhagalpur-812001 (2) Branch Manager, Punjab National Bank, At Jairampur, PO-Dharampur Ratti, PS- Bihar, Dist.- Bhagalpur-853201 And their workman Shri Ranjit Kumar Mandal, S/O- Bhikari Mandal, Vill.- & PO-Bihpur, PS- Bihpur, Dist.- Bhagalpur-853201.

For the management:- Mr. Hemant Kumar Karan, Advocate.

For the workman:- Mr. Bindeshwar Prasad, Advocate.

Present:- Manoj Kumar Sinha
Presiding Officer,
Industrial Tribunal, Patna.

AWARD

Patna, dated- 11th September, 2025

By the adjudication order no.- 1/ID(15)/2023/Dy CLC dated- 31.07.2023 / 03.08.2023 the Govt. of India, Ministry of Labour & Employment, Office of the Dy. Chief Labour Commissioner (Central), Maurya Lok Complex, A Block, 2nd Floor, Room No.-6,16,& 17, Patna-800001 has referred under sub-section-(5) of the section-12 and Sub-section-2(A) of section-10 of the Industrial Dispute Act, 1947, (hereinafter to be referred to as “the Act”), the following dispute Between the management of (1) Circle Head, Punjab National Bank, Circle Office, Naulakha Apartment, S.N. Singh Road, Opp. DIG Office, Khanjarpur, Bhagalpur-812001 (2) Branch Manager, Punjab National Bank, At Jairampur, PO-Dharampur Ratti, PS- Bihar, Dist.-

Bhagalpur-853201 And their workman Shri Ranjit Kumar Mandal, S/O- Bhikari Mandal, Vill.- & PO-Bihpur, PS- Bihpur, Dist.- Bhagalpur-853201 for adjudication to this tribunal:-

SCHEDULE

“Whether the action of the Circle Head, Punjab National Bank, Circle Office, Bhagalpur and the Branch Manager, Punjab National Bank, Jairampur Branch, Bhagalpur is not regularizing the services of workman Sh. Ranjit Kumar Mandal working as a part time sweeper and terminating him from the services of Bank w.e.f 06.10.2022, is correct, legal and justified. If not, then what relief the workman is entitled to and from which date?”

2. After issuance of notice, both parties appeared. Statement of claim on behalf of the workman has been filed on 25.09.2023 by his representative / advocate where as the management has filed his written statement on 10.01.2024. The rejoinder on behalf of the workman to the reply of written statement of management has also been filed on 01.07.2024.

3. The short facts of the case of workman is that he was orally appointed by the management of United Bank of India (after merger, now Punjab National Bank) at Jairampur branch w.e.f 04.04.2012 for discharging the duties of part time sweeper. After joining the workman was discharging the duties of opening and closing of bank gate, cleaning and sweeping of the branch, taking out registers, files from the Almirah and placing on the tables, stitching of currency notes and vouchers, post of mails, serving water, tea to the staff and customers of the branch, taking out cash box from the strong room and the placing same on the counter and vice versa and his duties hour 9 A.M to 6 P.M regularly on the instruction of the branch manager. Initially Rs. 50/- per day was paid as wages, which was subsequently raised to Rs. 250/- per day and subsequently Rs. 300/- per day but after merger of the wages of workman was reduced to Rs. 190/- and 197/- per day. Further case of the workman is that the branch manager of Jairampur branch had forwarded his name with details of his working in response to the instruction of Circle Office, Punjab National Bank, Bhagalpur. The workman was called for interview on 04.07.2022 for fresh appointment but even after appearance, he was not considered and fresh hands were appointed for filling of the vacant posts though the duties of the workman were utilized as badli worker for more than 10 years, which is unfair labour practice. The workman has further asserted that his services were terminated w.e.f 06.10.2022 without giving any notice or notice pay or any compensation which is gross violation of the provisions of Industrial Dispute Act, 1947. Accordingly, it has been prayed to reinstate him in service of bank as part time sweeper with back wages, further it has been prayed to regularize his services and a cost of Rs. 25,000/- for contesting the dispute may be granted.

4. The written statement of the management reflects that their contention is that there does not exist the relationship of employer and employee. The workman was never appointed on the post of part time sweeper in the branch and as such he has no right to claim regularization in any manner. Besides, these facts the management has denied the contention of the workman described his statement of claim and accordingly it has been prayed that the dispute raised by the workman be rejected and closed.

5. The rejoinder of the workman reflects that he has contended that while working with the bank, Ranjit Kumar Mandal has attained the status of workman and certain rights accrued in his favour, the workman has worked for more than 10 years and has become over age and is in his midstream of his life and as such he is entitled to be reinstated and regularization of his service in the bank with all consequential benefits.

6. It is relevant to mention here that after completion of the pleading of the parties, they were directed to file their list of witnesses and as well as documents. The management has filed the same on 02.05.2024. The workman has not filed the list of witnesses and documents and no specific reason has been assign for non filling of the same. The record reveals that more than 10 adjournments were given in this case for filling of list of witnesses and documents on behalf of the workman but despite number of opportunities the same has not been filed. It would be out of place to mention here that the representative / advocate of the workman has submitted orally in this case on 07.05.2025 that the workman has lost his interest in this case so a “ No Dispute Award” may be kindly be passed.

7. Now taking into consideration the above facts altogether it is obvious that the workman has lost his interest in this case and has preferred to keep himself away from this tribunal without any cogent reason and as such this tribunal is left with no option except to pass an award of “ No Dispute. Accordingly “ No Dispute Award” is being passed in this case and the same shall be applicable after its publication in the gazette.

Award accordingly.

Dictated & Corrected by me.

Sd/- 11.09.2025

MANOJ KUMAR SINHA, Presiding Officer

नई दिल्ली, 15 अक्टूबर, 2025

का.आ. 1827.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **पंजाब नैशनल बैंक** के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय **पटना** के पंचाट **13 (C) of 2018** प्रकाशित करती है।

[सं. एल – 12011/77/2018- आई आर (बी -II)]

सलोनी, उप निदेशक

New Delhi, the 15th October, 2025

S.O. 1827.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 13 (C) of 2018) of the *Indus.Tribunal-cum-Labour Court Patna* as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and their workmen.

[No. L-12011/77/2018- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

Reference Case No.- 13(C) of 2018

Before The Presiding Officer,

Industrial Tribunal, Patna.

Reference Case No.- 13 (C) of 2018

Between the management of General Manager, Punjab National Bank, Head office, Personnel Deptt., 7, Bhikaji Cama Place, New Delhi-110066 And The General Secretary, PNB Staff Union (Bihar), 2nd Floor, Saboo Chamber, Near Hotel Republic, Exhibition Road, Patna (Bihar).

For the management:- Sri Tarun Prakash, Law Officer, C.O, Ara, PNB.

For the workman:- Sri B. Prasad, General Secretary, PNB
Staff Union (Bihar)

Present:- **Manoj Kumar Sinha**
Presiding Officer,
Industrial Tribunal, Patna.

AWARD

Patna,dt- 16th May,2025.

By the adjudication order no.- L-12011/77/2018-IR(B-II) New Delhi, dated- 06.11.2018 the Govt. of India Ministry of Labour New Delhi has referred under clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Dispute Act, 1947, (hereinafter to be referred to as “ the Act”) the following dispute between the management of General Manager, Punjab National Bank, Head office, Personnel Deptt., 7, Bhikaji Cama Place, New Delhi-110066 And The General Secretary, PNB Staff Union (Bihar), 2nd Floor, Saboo Chamber, Near Hotel Republic, Exhibition Road, Patna (Bihar) for adjudication to this tribunal.

SCHEDULE

“ Whether the claim of Sri Uday Radha Krishna, Clerk in Rampur Branch, PNB that the action of the management of PNB to impose the punishment of dismissal dated 21/3/14 is in violation of Natural justice is legal and justified? If so, what relief the workman is entitled to?”

2. The record is put up for award of on the point of quantum of punishment. Its seems expedient in the interest of justice to note here that by the order dated- 03.07.2023 passed in this reference case by this tribunal, the domestic enquiry conducted against the charge sheeted employee / workman namely Sri Uday Radha Krishna has been held fair and proper followed by the principle of natural justice and as such it will be a futile exercise to reproduce the entire case again. The said order shall be part of this award.

3. The representative of the management has submitted that the workman had approached the Hon'ble Patna High Court vide C.W.J.C No.- 1877 of 2024 which was disposed of vide order dated- 07.03.2024 by the Hon'ble Court. He has further submitted that the punishment imposed was in proportionate to the offence committed. He has referred the judgement laid down by the Hon'ble Supreme Court reported in **(i) (2003) 4 SCC 364 Chairman Managing Director, United**

Commercial Bank Versus P.C Kakkar and (2018) 18 SCC21M. L. Singla Versus Punjab National Bank. He has also submitted that employee of a bank is required to display utmost integrity and honesty as he is dealing with public money, in the case on hand the workman has diluted it and has committed gross misconduct and this tribunal has also held that the domestic enquiry conducted by the enquiry officer against the charge sheeted employee was fair and proper and he followed the principle of natural justice. Accordingly he has prayed to confirm the quantum of punishment of the workman i.e dismissal without notice. Per contra representative of the workman has submitted that the workman has joined the bank in September 1991 and has performed his duty satisfactorily till he was put under suspension and subsequently dismissed from the service. He has further submitted that the enquiry officer deliberately overlooked the facts that the entire amount of alleged fraudulent transactions was deposited by the Branch Manager.

He has further submitted that the punishment awarded to the workman by the disciplinary authority is in violation of principle of natural justice and the same is neither legal nor justified as the workman was denied sufficient opportunity by the enquiry officer. It has also been submitted by the representative of the workman that the workman made entries of vouchers and the same were posted and verified by two other officers and thereafter transactions was completed but only the workman was made scapegoat. He has referred the judgement of **Hon'ble Apex Court dated- 6th March, 1973, Workmen of Messrs Firestone Tyre...Vs. Management & Others** and has submitted to award a lesser punishment invoking power given u/s-11(A) of the Industrial Dispute Act, 1947 to meet the ends of justice.

4. Having heard both the representative of the management as well as workman on the point of punishment, I have occasions to perused the entire records and on perusal of the same, it is evident that the reference was made by the competent authority vide order dated-06.11.2018 and subsequently the proceeding under the Industrial Dispute Act, 1947 has been initiated by this tribunal. During the proceeding the statement of claim of workman and the written statement on behalf of the management was filed on 31.12.2018 and 05.02.2019 respectively.

Two witnesses namely Sri Uday Radha Krishna (W.W-1) and Umesh Kumar Verma (W.W-2) were examined and cross-examined. Subsequently two witnesses namely Binod Kumar Singh (M.W-1) and Barun Kumar Sinha (M.W-2) were examined and cross-examined on behalf of the management. The enquiry report dt- 05.01.2014 (Ext.-M), the enquiry proceeding (Ext.-M/1) and the charge sheeted dt- 24.09.2012 (Ext.-M/2) has been placed on record on behalf of the management where as letter dt- 23.05.2013 (Ext.-W) was brought on record on behalf of the workman during the cross-examination of M.W-2.

5. It would not be out of place to mention here that having heard both the sides and considering the facts and circumstances of the case and materials available on record as well as submissions advanced on behalf of the both the sides this tribunal has passed the order dt- 03.07.2023 that the “ **the**

domestic enquiry is conducted by the enquiry officer against the charge sheeted employee (workman) was fair and proper and he followed the principle of natural justice.”The record was placed for hearing on the point of quantum of punishment. The order dt- 03.07.2023 shall be a part of this award.

It is reasonable as well as fair to note here that awarding punishment is an important task in the matter of proved misdeed or unlawful Act. Awarding punishment is to be fair not only to the guilty but also to the society as it is the heard of justice delivery system. Of course, Section-11(A) of the Industrial Dispute Act, 1947 empowers this tribunal to securitize domestic enquiry similarly to that of an appellate court which includes interference with the quantum of punishment.

It is equally fair to note here that the workman has joined the bank on 30.09.1991 as clerk and has performed duty at different places. He has made entry of the vouchers in the system by his ID and the same were verified by the another officers through their IDs. The workman was charge sheeted on 24.09.2012 and the enquiry report was submitted on 05.01.2014 after lapse of more than a year. The reference by the competent authority has been made to this tribunal vide order dt- 06.11.2018 and the proceeding took place and subsequently vide order dt- 03.07.2023 the proceeding comes to threshold of an end and the domestic enquiry was held to be fair and proper and in the accordance with principle of natural justice. The workman has attended the proceeding regularly before the tribunal for last more than six years.

Now taking note of the above materials along with the circumstantial factors on record it is obvious that the factual matrix of this case demands less deterrence in awarding punishment to the wrong doer workman and as such the misdemeanour workman namely Uday Radha Krishna is awarded with the punishment of removal from the service with superannuation benefits i.e **Bipartite Settlement dated- 10th April, 2002 of 6(b) “ be removed from service with superannuation benefits i.e Pension and / or Provident Fund and Gratuity as would be due otherwise under the Rules or Regulations prevailing at the relevant time and without disqualification from future employment;**

This award shall be effected after date of publication in the gazette.

Award accordingly.

Dictated &Corrected by me.

Sd/- 16.05.2025

MANOJ KUMAR SINHA, Presiding Officer

ORDER

03.07.2023 Case record is put up for order on the point of fairness of domestic enquiry.

Heard both the sides.

Matter under is “ Whether the claim of Sri Uday Radha Krishna, Clerk in Rampur Branch, PNB that the action of the management of PNB to impose the punishment of dismissal dated- 21.03.2014 is in

violation of Natural justice is legal and justified? If not, what relief the workman is entitled to?"

Brief facts of this case of workman, Uday Radha Krishna joined the services of the Punjab National Bank as a clerk and reported for duties at Zonal Training Centre, Pandu Nagar, Kanpur on 30.09.1991 where from he was posted at Tamkuni Road Branch, Deoria (U.P.). It is further asserted that the workman was transferred to Rampur Branch, P.S.- Rajpur, Dist.- Buxar in the year 1997. During course of working at Rampur Branch, workman was designated as Single window operator 'B' during the year 2008-09. It is further asserted that the genesis of the problem was refusal of the oral instruction of the branch manager Sri J.L.Gupta and the Circle Head Sri K.L. Baraja to accept the counterfeit notes of Sri Satyendra Kunwar (a petrol pump owner and customer of the Branch)and for circulating the same through cash counter. It is further asserted that the workman confiscated the forged notes deposited by the Sri Satyendra Kunwar in different denomination for several time and he reported the same to the Branch Manager several times and he also writing on 26.08.2009 and 01.09.2009 but no action taken by the branch manager. It is further asserted that the persistent refusal of order by the workman infuriated the branch manager and other officers of the bank hatching a conspiracy against the workman culminating in dismissal from the services of the bank. It is further asserted that the workman was placed under suspension from 27.07.2010 at Rampur Branch. The management issued a show cause notice dated- 30.05.2011

thereafter workman asked certain documents from the bank on 10.06.2011 but most of which were not supplied to him. It is further asserted that the workman was issued a charge sheet vide order dt- 24.09.2012 and the workman has sent the reply of the charge sheet. Management also lodged the FIR on 02.11.2011 at Rajpur P.S, Buxar. On the other hand the workman had filed ainformatory petition before the CJM, Buxar against Sri Satyendra Narain Kumar, owner of two petrol pumps. The police registered a FIR on 07.12.2012 following an instruction from the CJM, Buxar in which branch manager Sri S.N.P Singh, Chief Manager, circle office, Arrah, Sri K.L. Bareja, Circle Head, Punjab National Bank, Circle Office, Arrah and Sri K.R. Kamath, Chairman and Managing Director of PNB were made the parties. Ultimately management decided to institute domestic enquiry against the workman and accordingly, enquiry officer and presenting officer were appointed on 16.12.2012.

The representative of the workman has submitted before this tribunal that the management has totally failed to conduct the enquiry fairly and properly as the workman suddenly placed under suspension vide order dt- 26.07.2010 without asking any explanation and show cause this was violation principles of natural justice. Further workman was not supplies documents by the management for submitting reply to the show cause notice dt- 30.05.2013 as workman had asked some documents vide letter dt- 10.06.2011. It was also violation of principle of natural justice. It is further submitted that after two years of the suspension, the management framed charges against the workman i.e also violation of principle of natural justice. During course of the enquiry, the enquiry officer marked the documents without applying proper procedures and during the course of enquiry, enquiry officer allowed the examination of management witness Sri Umesh Kumar Gond in the absence of defence representative Sri Umesh Kumar Verma. It is also submitted by representative of the workman that during enquiry defence representative asked for certain documents i.e mentioned of at page-74 of domestic enquiry proceedings of the register but the same was disallowed by the enquiry officer. It is also submitted that Sri Barun Kumar Sinha, Manager Koilwar PNB branch was appointed as a enquiry officer and even after transfer to Gauhati, he was allowed to continue as enquiry officer. It is also submitted that enquiry officer did not considered the inconvenience of the workman and held the enquiry at Gauhati. During course of the enquiry proceeding the workman had representation before enquiry officer vide letter dt- 09.02.2013, 16.02.2013, 17.02.2013, 25.03.2013 & 19.10.2013 for changingthe enquiry officer but he was unheard and no step has been taken by the disciplinary authority. It is further submitted that the enquiry officer fixed the date of enquiry on 4th & 5th October, 2013 at LDMO Arrah but due to sudden illness, the workman failed to attend the enquiry and his defence representative also could not reach before the enquiry officer and without considering in lenient view, the enquiry officer initiate ex-party enquiry this was against the principle of natural justice. The enquiry officer failed to discharged the duty as a quasi-judicial authority acted with closed mind and without application of proper and independent mind and prepared his report that suffers from the perversity of findings and passed the impugned order dt- 21.03.2014. It is further submitted that the disciplinary authority also violated the principle of natural justice by not supplying copy of recommendation of CVO, Head Office, Patna office at the time 2nd show cause notice. This was in violation of Central Vigilance Commission guidelines. It is further submitted that the entire proceeding commencing from suspension, non supply of documents, holding ex-parte enquiry and submission of findings by the enquiry officer thereafter non-supply of recommendation of CVO by a disciplinary authority and passing the final order dt-21.03.2014 suffer from unfairness, impropriety and perverse findings.

On the other hand management also filed details written statement in this case and defended the punishment od dismissal of workman Uday Radha Krishna on the ground that he was duly punished only after conducting the domestic enquiry which was fair and proper following the principle of natural justice. It is submitted on behalf of the management side that workman Uday Radha Krishna had join the management

bank as a clerk on 30.09.1991 and while being posted at clerk at Rampur branch, Buxar, he was put under suspension vide order dt- 26.07.2010 and thereafter charge sheet was served upon him on 24.09.2012. It is further submitted that workman has committed fraudulent withdrawal from interest accrued, interest paid on FD, Sundry TDS, Expenditure, postage, water light and cash order etc after stealing the CBS password of manager /officer of the branch. It is further submitted that workman was given 15 days time for verification of relevant records and submission of his statement of defence. The workman submitted his statement of defence vide letter dt- 08.10.2012. That was found unsatisfactory and thereafter management decide to hold a departmental enquiry vide disciplinary authority order dt-16.10.2012 to look into the truth of imputation as contained in the in charge sheet. Accordingly Barun Kumar Sinha a Senior Manager of Koilwar branch and Sri Binod Kumar Singh, Manager, branch office, Buxar were appointed as enquiry officer and presenting officer respectively. The preliminary hearing was conducted on 29.10.2012 in the presence of charge sheet employee and presenting officer. The presenting officer submitted as many as 103 documents before the enquiry officer which were marked as Ext.- ME-1 to ME-103. On the other hand charge sheet employee has also submitted 125 defence documents which were marked Ext- DE-1 to DE-125. Further enquiry proceeding were held on 14.11.2012, 01.12.2012, 20.12.2012, 11.01.2013, 21.01.2013, 04.02.2013, 18.02.2013, 25.02.2013, 26.02.2013, 28.02.2013, 02.03.2013, 13.03.2013, 05.04.2013, 16.04.2013, 16.05.2013, 17.05.2013, 21.05.2013, to 23.05.2013, 21.06.2013, 25.06.2013 to 29.06.2013, 28.08.2013, 24.09.2013, 25.09.2013, 04.10.2013 and finally concluded on 05.10.2013. Enquiry authority has submitted his enquiry report vide letter dated- 05.01.2014 and copy of enquiry report was sent to CSE on 07.01.2014 for submission of his comments. Thereafter CSE submitted his reply on enquiry report dt-27.01.2014. It is further submitted that the workman after securitizing the enquiry report made his submission on 05.01.2014 which were duly considered by the disciplinary authority before passing the order. The disciplinary authority considered the enquiry proceeding oral and documentary evidence and the submission made before the enquiry officer by both the sides and after considering the materials evidence on record arrived with the findings of the enquiry officer and there by disciplinary authority issued a show cause notice dt- 04.03.2014 to workman were by the punishment of “ to be dismissed without notice” was proposed against the workman and he was given an opportunity of personal hearing on 11.03.2014. The charge sheet employee requested to defer the date of personal hearing till 27.03.2014 but the disciplinary authority has requested the charge sheet employee (CSE) to appear for personal hearing on 15.03.2014. On that date charge sheet employee (CSE) and defence representative were present before the disciplinary authority for personal hearing. After hearing disciplinary authority found arguments / submissions of charge sheet employee are devoid of merit and finally he has imposed the punishment to be dismissed without notice on dt- 21.03.2014 under the head 6(a) of the Bi-partite Settlement dated- 10.04.2022. It is further submitted that by the management side and impartial and proper domestic enquiry was conducted complying with the principle of natural justice, reasonable and sufficient opportunity were given to the charge sheet employee at each stage of enquiry to defend his case and on the basis of the enquiry and its findings the disciplinary authority has imposed upon workman appropriate punishment in terms of gravity of misconduct.

In support of the contention, the domestic enquiry was fair and proper following the principle of natural justice, the management side produced two witnesses namely M.W-1 Binod Kumar Singh, the branch manager of PNB and M.W-2 Sri Barun Kumar Sinha the enquiry officer.

On the other hand to defend his contention the domestic enquiry was not fair and proper. The workman also produced two witnesses namely W.W-1 Uday Radha Krishna workman himself and W.W-2 Umesh Kumar Verma before this tribunal.

First of all this tribunal securitizes the evidence of Barun Kumar Sinha (M.W-2) the enquiry officer who deposed before this tribunal that he has conducted the departmental enquiry of workman Uday Radha Krishna who was posted as a clerk cum cashier at Rampur branch, Buxar. This witness also stated that the workman was under suspension at the time of enquiry. This witness further stated that disciplinary authority has entrusted him to conduct the enquiry after submission of charge sheet. This witness also stated the main charge against the workman Uday Radha Krishna was fraudulent withdrawal from different accounts. This witness also stated that the workman has engaged one defence representative during course of enquiry and this witness also stated that all the documents as asked from the defence representative was handed over to him during course of enquiry. This witness also stated that the workman also deposed in his defence and he followed the procedure of domestic enquiry as per the Bi-partite settlement. This witness further stated that the workman did not co-operate me during the course of conducting enquiry and when the workman did not turn up on the fixed date he initiate ex-parte proceeding and on 05.01.2014. He has submitted his enquiry report to the disciplinary authority. He further prove the enquiry report marked as Ext.- M. This witness also proved the enquiry proceeding register i.e in his pen his signature which has been marked as Ext.- M/1. This witness also prove the copy of the charge sheet that he received from the disciplinary authority for the conducting enquiry as Ext.- M/2.

In cross-examination this witness categorically stated that in para-5 this first sitting of the enquiry was on 29.10.2012 on the same day he has explain the charges to the workman and also asked the workman

whether he wants to engage any defence representative. This witness further admitted that the presenting officer produced the documents on the 2nd sitting on 14.11.2012 and that got to be exhibited. Presenting officer furnished list of seven witness from the management side out of seven witness 5 are 6 witnesses has been examined by the presenting officer. This witness also admitted in cross-examination that the function of enquiry officer is quasi-judicial. This witness also admits that on 23.05.2013 the workman has given an application addressing to the disciplinary authority and the same is proved as Ext.-W. At the same time this witness admits that he has not mentioned about this letter (Ext.-W) in the enquiry proceeding. This witness further admits that no one turn-up on behalf of the workman for the cross-examining of four witnesses produced by the presenting officer, hence they have been discharged. This witness also admits in cross-examination after initiating of enquiry. In para 60 from examination this witness admits that preliminary investigation vogue was filed after initiation of enquiry. In para-7 of the cross-examination this witness categorically admits that witnesses produced by the either sides, there statement has been recorded by him according to enquiry procedure. This witness also admits that the presenting officer has produced the documents after the verification got to be allowed the same during course of enquiry. In para-9 of the cross-examination this witness categorically admits that who so ever were present on the proceeding date of enquiry their attendance marked by him. In para-12 of the cross-examination this witness admits that there was not question raised about tally of daily voucher. The preliminary objection investigation report was placed by the presenting officer after the examination of Umesh Gond. M.W-1 In para-13 of the cross-examination this witness categorically stated that the other sides did not get opportunity to cross-examination of M.W-4 Mahendra Singh, this is clean from the proceeding report. In para-14 of his cross-examination this enquiry officer (M.W-2) categorically admits that he has mentioned in his report of dated- 12.12.2009 that branch manager, officer and other clerical staff were absent but charged employee was present. In para-15 this witness admits that the workman has given an application to the disciplinary authority on 23.05.2023 for changing the enquiry officer but disciplinary authority intimating him to continue the enquiry and this witness categorically denied that this is not fact he has fixed the date 05.10.2013 after the application filed by the workman regarding changing the enquiry officer and when the workman did not turn-up on 05.10.2013. He initiated the proceeding ex-parte. This witness also stated that this is not fact that he deliberately closed the evidence to satisfy his to him and this also not fact that he has recorded biased evidence.

M.W-1 B.K.Singh who was deputed as presenting officer in the domestic enquiry of Uday Radha Krishna conducted by the Barun Kumar Sinha (M.W-2). This witness stated before this tribunal that Uday Radha Krishna was posted at cashier in PNB, Rampur Branch, Buxar. This witness also admits that he joined the same branch on 27.10.2010 as branch manager. This witness further stated that the charges was against the workman Uday Radha Krishna is fraudulent withdrawal different heard.

In cross-examination this witness categorically admits in para-3 he has been remained in the Rampur Branch from 27.10.2010 to June 2014. This witness also stated that he does not remember the date of the occurrence. This witness also admits he does not know whether show cause was served upon the workman or not but the served charge sheet was complete. This witness also stated in cross-examination that he has submitted his brief before the enquiry officer and he has examined four witnesses during the course of the enquiry and he has produced the relevant document during the course of enquiry but he does not remember how many documents asked by the defence representative how many documents he has produced to the defence representative. This witness categorically denied that he always seek instruction from the enquiry officer and disciplinary authority during the course of enquiry. In para-5 of the cross-examination this witness categorically admits that he has mentioned in the last para of his brief that charges proved subject to further detection and he also admits that he has submitted the brief after the conclusion of enquiry.

On the other hand workman side Uday Radha Krishna deposed before this tribunal as W.W-1. Who has stated that before this tribunal that he had not received any show cause explanation from the bank prior to his suspension and when he received the charge sheet that was without the copy of preliminary investigation report. This witness further stated that he had receive the copy of show cause after 09 month of suspension period and he received the charge sheet after 02 years 02 month of the suspension period. This witness further stated that on receiving the show cause memo he has asked some documents but he was not supplied the documents by the bank. This witness further stated that Four Lakhs Forty Four Thousand Thirty Three Hundred Thirty Seven was shown as defalcated amount in the charge sheet but the amounts as shown in the charge sheet when the added it appears One Lakh Ninety Thousand Seventy Five only. This witness further stated that the occurrence of PNB, Rampur branch, Dist-Buxar. The bank had served charge sheet to the manager J.K. Gupta, Officer, Bihari Lal and to him but he was only suspended from bank. This witness also admits the bank has lodged FIR against him G.L. Gupta and Bihari Lal. This witness further stated that J.K.Gupta the branch manager was transferred but officer Bihari Lal was remained in the same branch 4-5 months after the serving of the charge sheet from the bank side. This witness further stated that Bihari Lal deliberately left with the same branch just to detach the relevant documents from the records bank and just to save the real culprits. This witness further stated that complete charge sheet was not served. This witness also stated that one Satyendra Krishna Kumar the owner of petrol pump wanted to circulate the fake currency

through Rampur Branch as the Satyendra Kumar and his brother came to deposit fake currency on 26.02.2009 and 01.02.2009 that was detected by him. This witness further stated he has informed to the management about the fake currency and also reported to the SHO but the SHO intimate this the duty of the branch manager to registered FIR then he informed to the Circle Head about the fake currency brought by the Satyendra Kumar Narain and brother but circle head instructed do not intervened and proceed with the deposit. This witness further stated that he filed aninformatory petition to the CJM, Buxar later on his complaint on the order of the CJM, Buxar a FIR has been registered in Rajpur Police Station for the fake currency against manager, officer, Chief Manager, circle head, Satyendra Narain Kumar and his brother. This witness further stated that after all this incident bank decided to conduct domestic enquiry against him. This witness further stated that on 16.12.2012 disciplinary authority appointed enquiry officer and presenting officer and during course of the enquiry whatever the documents produced by the presenting officer that got to be marked Exts. This witness further stated that he has deputed Sri Umesh Kumar Verma as defence representative. This witnesses further stated that he has given 8-9 letters to the disciplinary for change the enquiry officer but disciplinary did not consider about his complaint letters. This witness further stated that on 04.05.2013 the enquiry officer fixed the enquiry at LDMO, PNB, Arrah. On that date he has could not present personally but his representative was present. This witness further stated that he has informed to the enquiry officer to fix another date through e-mail and from his mobile but the enquiry officer did not came and consider and initiated ex-parte enquiry and concluded the same. This witness also stated that the enquiry officer has clearly mentioned in his findings that all the charges prove subject to further detection. This witness also stated that no CVO recommendation has been given to him at the time of serving second show cause from the bank and without given opportunity to him the order of dismissal has been passed by the bank. This witness also stated that the appellate authority also did not securitize the entire facts of the case and passed the dismissal order. This witness further stated that the enquiry officer did not conduct and unbiased enquiry and his reported is totally prejudiced and unfair and did not followed the principle of natural justice.

In cross-examination this witness categorically stated in para-17 that he fully co-operated to the enquiry officer during the course of enquiry. This witness categorically denied this is not facts that he was not present on the first date of enquiry proceeding. In para-20 of his cross-examination, this witness also admits that bank has called explanation on 31.05.2011 prior to the charge sheet and on the basis of call for explanation, he asked documents from the bank to submit his reply but documents were not provided to him so he could file the reply of show cause. This witness also admits in cross-examination that on 07.09.2011 he has received written advised from the circle officer to collect documents from the bank and when he asked documents in writing from the branch manager, document was not supplied to him. In para-22 of the cross-examination this witness categorically stated that this is not fact that the manager had intimated him on telephone on 28.09.2011 to collect the document. In para-23 this witness stated that he does not remember bank manager issue a letter on 04.10.2011 to collect the document. In para- 24 of the cross-examination this witness categorically stated that this is not fact that he has collect the documents from the branch on 17.10.2011 and the same is initiated by the branch manager to the circle head on 18.10.2011. In para-25 of the cross-examination this witness admits that the he had received charge sheet on 24.09.2012 with direction to furnish reply within 15 days but he does not remember it was on 08.10.2012. In 27 of the cross-examination this witness admits that after his reply, departmental enquiry has been initiated and on several dates of enquiry proceeding and he and his defence presentative were absent. This witness further stated that when the defence representative did not get any relief from the enquiry officer he could not make his presence. In para-28 of the cross-examination this witness admits that management had produced four witnesses during the course of enquiry even after objection the management did not produced the witness Mahendra Pratap Singh M.W-4 that why he could not examine the M.W-4. In para-29 of the cross-examination this witness admits that the presenting officer submitted affidavited evidence before the enquiry officer and enquiry officer discharged the witness. In para-30 this witness categorically stated that is not fact enquiry officer has given the proposed order of dt-04.03.2014 but at the same breath this witness admits that he has receive enquiry report then he had submitted his reply of the enquiry report. In 31 of cross-examination, this witness categorically admits that he has received the final report of disciplinary authority on 21.03.2014 and he preferred appeal against the said order before the appellate authority on 03.04.2014. This witness also admits in para-33 of cross-examination is that 18.01.2015 was fixed for the hearing of his appeal and this witness categorically stated in para-34 stated that false to say that bank has given ample opportunity during the course of enquiry and also wrong to say that he has not assisted to the enquiry officer and that forged enquiry officer to initiate ex-parte proceeding. In para-36 this witness categorically stated that the domestic enquiry and appellate authority have passed biased order against him. In para-38 of cross-examination this witness categorically stated this is not fact he was not bonafede of his part that's why he did not assist the bank and he again denied that bank has followed the principle of natural justice during the course of enquiry.

W.W-2 Umesh Kumar Verma who was defence representative of CSE Uday Radha Krishna in the departmental proceeding. Who stated before this tribunal that he participated in domestic enquiry as defence representative from 02.03.2013 and before participating in the enquiry as defence representative. Management has examined two witnesses and this witness also stated that enquiry officer did not call M.W-4 for cross-

examination. On putting question from this tribunal this witness categorically stated that he has reported to the enquiry officer to call M.W-4 for cross-examination but he had not given written petition to the enquiry officer. This witness stated that till examination of M.W-2 no copy of preliminary investigation report given to the charge sheet employee from the bank but yet he has cross-examined the M.W-2. This witness further stated that the enquiry officer did not discharged the witness M.W-4. This witness further stated that on 04.01.2013, 05.10.2015 enquiry was conducted as LDM office, Arrah. On 04.10.2013 the workman was not present before enquiry officer because of illness and he was reported to the enquiry officer. On 05.10.2013 the workman was absent before the enquiry officer and it was reported to the enquiry officer through e-mail with medical proof. He has also stated that workman was also assigned as witness during the course of enquiry. This witness further stated that enquiry officer report he will wait the workman till 1.30P.M and he moved to the chamber of LDM and his he was waiting for the enquiry officer till 5.30P.M but enquiry officer did not come out the chamber and later on he came to know the enquiry was concluded without taking his signature on the departmental enquiry proceeding. This witness further stated that enquiry officer did not conduct the enquiry properly and so a petition was also filed to the enquiry officer not to conduct the enquiry further. This witness further stated that enquiry officer conducted the enquiry at koilwar branch LDM Office, Arrah and gudari branch at Guwahati. This witness further stated enquiry officer did not given proper opportunity to the workman to defend himself and he has violated the principle of natural justice. This witness also stated that the workman was not supplied definite charge sheet. Whatever the procedure adopted by the enquiry officer was faulty and all the action taken against the workman from the enquiry to the disciplinary authority was not proper.

In cross-examination this witness categorically admits that he has participated in domestic proceeding as defence representative on 02.03.2013. This witness also admits in para-19 there is a provision of punishment if the charges against bank employee is proved. In para-20 of his cross-examination this witness admits that 3-4 charges have shown against Uday Radha Krishna but not proved and he again say charges are proved because enquiry was not conducted properly. In para-22 of his cross-examination this witness categorically stated that this is not fact that he has deliberately absent during the course of enquiry proceeding and he was advised to workman also to remain absent. This witness categorically denied that this is not fact that five opportunity to cross-examine to Mahabir Prasad was given 26.02.2013, 28.02.2013, 02.03.2013, 13.03.2013 and 05.04.2013 and he further stated that this facts is the witness was not produced. In para-24 of his cross-examination this witness categorically stated that this is not facts that he and his defence representative also did not assist the enquiry officer on the fixed date of proceeding and that's why enquiry officer initiated ex-parte proceeding. In para-25 of his cross-examination this witness categorically stated that this is false to say that he was well aware that the workman has committed fraud and his punishment was dismissal only. This witness also denied he did not play his duty has defence representative and also denied that appropriate opportunity have been given from the enquiry officer.

From perusal of the case record it appears that Chief Manager cum Disciplinary Authority vide order dated- 16.10.2012 appointed Sri Barun Kumar Sinha, Senior Manager, B.O- Koilwar as a enquiry authority and Sri Binod Kumar Singh, manager at B.O-Rampur Buxar as the presenting officer. Sri Uday Radha Krishna workman charge sheeted was served with charge sheet dt- 24.09.2012 under para 5(j) of the Bipartite Settlement and he was given 15 days time for verification of relevant records and submission of his statement of defence. The charge sheeted employee submitted his statement of defence vide his letter dt- 08.10.2012. The departmental enquiry started on 29.10.2012 in the presence of charge sheeted employee and the presenting officer. Initially the enquiry officer read out the charges to the charge sheeted employee as charges have been drawn in charge sheet regarding fraud of Rs. 4,44,327/- (Rs. Four Lakhs Forty Four Thousand Three Hundred Twenty Seven) (subject to further detection of if any) by fraudulently debiting various head (Ext.-M/2). During course of enquiry proceeding, presenting officer as any as 103 documents on different dated which were marked as ME-1 to ME-103 and charge sheeted employee also submitted 125 defence documents on different date which were marked marked as DE-1 to DE-125. The enquiry proceeding began on 29.10.2012 and it was conducted on 14.11.2012, 01.12.2012, 20.12.2012, 11.01.2013, 21.01.2013, 04.02.2013, 18.02.2013, 25.02.2013, 26.02.2013, 28.02.2013, 02.03.2013, 13.03.2013, 13.03.2013, 05.04.2013, 16.04.2013, 16.05.2013, 17.05.2013, 21.05.2013, 23.03.2013, 21.06.2013, 25.06.2013, 25.06.2013 to 29.06.2013, 28.08.2013, 24.09.2013, 25.09.2013, 04.10.2013 an finally concluded on 05.10.2013. The enquiry authority has submitted his enquiry report vide letter dt- 05.01.2014. A copy of enquiry was sent to the charge sheet employee on 07.01.2014 for submission of his comments. The charged employee has submitted his written brief on his enquiry report vide letter dt-27.01.2014. The enquiry officer, on the basis of oral and documentary evidence found all the charges as levelled against charge sheeted employee proved excepting charge no.-1 (f) holding not proved. Charge sheet no.-1 sub-clause (g) and charge no.-(iv) hold partly proved and the enquiry officer proposed to impose major penalty against the charge sheeted employee for his “ be dismissal without notice” for gross misconduct under the head 6(a) of Bipartite Settlement dt- 10.04.2002. Upon the findings arrived at by the enquiry officer the charge sheeted employee submitted his show cause and for personnel hearing on 15.04.2014 accordingly charge sheeted employee and his defence assistant were present. Thereafter, the disciplinary authority after considering the material and record agreed with the findings of the enquiry officer and passed the order against the charge

sheeted employee (be dismissed without notice under hear 6(a) of the Bi-partite Settlement dt- 10.04.2002) vide order dt- 21.03.2014.

The learned representative of the workman argued that enquiry was not conducted fairly and properly as the workman was not supplied documents with charge sheet also and some documents as asked by the workman sides during domestic enquiry were also not supplied. It is has also argued that the workman demanded the change of enquiry officer but no speaking order to his complaint was passed by the disciplinary authority. It is also argued that the M.W-4 Mahendra Singh was examined but not produced for cross-examine and so evidence is of no value. It has been also argued that the learned enquiry officer lastly hold enquiry at LDMO, Arrah. The workman, due to his illness and disruption of train service demanded short adjournment through E-mail but the learned enquiry officer conducted enquiry secretly even without defence assistant who has signed the EPR at the commencement of enquiry and he remained present but defence representative was ignored y the enquiry officer. It has been also argued that the disciplinary authority and the appellate authority did not apply proper and independent mind and passed there order agreeing with perversed order and the findings of the enquiry officer. Accordingly departmental enquiry was not proper and fairly conducted by the enquiry officer and arrived at perverse findings.

On the other hand the representative of the management argued that domestic enquiry was conducted fairly and properly following the principles of natural justice as the charge sheeted employee was given full ample opportunity to defence his case during the course of enquiry. It has been also argued that the charge sheet employee deliberately did not appoint his defence representative when the time is given by the bank while supplying the charge sheet but yet the enquiry officer has given ample opportunity to depute his defence representative ultimately charge sheeted employee appointed his defence representative Sri Umesh Kumar Verma. After having ample opportunities given by the enquiry officer it was deliberately delaying tactics adopted the charge sheeted employee not to depute defence representative just to linger the enquiry at his will but yet enquiry officer has given so many opportunities to depute his defence representative. It is also argued that in spite having knowledge of adjournment of enquiry proceeding some time charge sheeted employee and his defence representative deliberately did not participated in the proceeding and they became absent and some time defence representative became absent at there calculated move. The charge sheet employee deliberately did not cross-examine of M.W-4. However, charge sheeted employee has given opportunities four times on 26.02.2013, 28.02.2013, 02.03.2013, and 05.04.2013 of the departmental proceeding. It is also argued that on 05.04.2013 the defence representative was present and the charge sheeted employee was absent, even then the defence representative did not cross examine the appeared witness M.W-7 Nirmala Roy and also did not make sign over the enquiry proceeding. Then on the same date the enquiry officer was bound to conclude the enquiry. Accordingly the claim of the workman sides, the enquiry was not conducted in fair and proper manner is totally baseless and vague because workman and his representative themselves tried to flout the enquiry officer by the frivolous letters and demand of documents that was meted out by the enquiry officer during the departmental proceeding.

Having gone through all the facts and circumstances of the case and the material available on the record and submissions as advanced on behalf of both the sides and the discussions as made, and on scrutinizing the enquiry proceeding, this tribunal finds that enquiry officer has given full and proper opportunity to the charge sheeted employee and his representative on each date of proceeding i.e supported and corroborated of the enquiry officer himself before this tribunal and his witness too. Moreover, enquiry officer as the witness appeared before this tribunal has been cross-examined at length by the workman sides but failed to sate his veracity that could show the enquiry has not conducted in fair manner. Moreover, this tribunal further finds the workman while deposing as the witness before this tribunal failed to establish his claim that the enquiry was not fair and proper. This tribunal further finds that the enquiry officer has given ample opportunity to the charge sheeted employee and his defence representative. However, the charge sheeted employee and his representative deliberately did not follow the direction of the enquiry officer and they became absent on few date of the enquiry proceeding to disturb the enquiry proceeding, even then the enquiry officer has given ample opportunity to the charge sheeted employee to defend his charges. Thus this tribunal does not find any force in the contention of the learned representative of the workman rather the argument as placed by the management side before this tribunal vide its evidence has forced to establish, the domestic enquiry was conducted in fair and proper manner by the enquiry officer following the principles of natural justice. Accordingly on the carefully securitizing the material available on the record as discussed above this is the considered opinion of this tribunal, the domestic enquiry is conducted by the enquiry officer against the charge sheeted employee (workman) was fair and proper and followed the principle of natural justice. Now the case is fixed on 28.08.2023 for hearing on the point of quantum of punishment and office is directed to inform this order to both parties.

Dictated

Sd/- 03.07.2023

P.O, I.T, Patna.