



भारत का राजपत्र The Gazette of India

सी.जी.-डी.एल.-सा.-13122025-268470
CG-DL-W-13122025-268470

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY
साप्ताहिक
WEEKLY

सं. 48] नई दिल्ली, दिसम्बर 7—दिसम्बर 13, 2025, शनिवार/अग्रहायण 16—अग्रहायण 22, 1947
No. 48] NEW DELHI, DECEMBER 7—DECEMBER 13, 2025, SATURDAY/AGRAHAYANA 16—AGRAHAYANA 22, 1947

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

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

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

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 3 दिसम्बर, 2025

का.आ. 2112.—केन्द्रीय सरकार, श्री चंद्रदीप कुमार झा, उप महानिदेशक, वित्तीय सेवाएं विभाग, वित्त मंत्रालय, भारत सरकार को भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 45-झक की उप-धारा (7) के उपबंधों के अंतर्गत गैर-बैंकिंग वित्तीय कंपनियों द्वारा की गई अपीलों पर निर्णय लेने के लिए नामोदिष्ट करती है। इसे आम सूचना के लिए प्रकाशित किया जाता है।

[ई. फा. सं. 1/27/2019-बीओए-II]

ज्ञानतोष राय, अवर सचिव

MINISTRY OF FINANCE
(Department of Financial Services)

New Delhi, the 3rd December, 2025

S.O. 2112.—Shri Chandradeep Kumar Jha, Deputy Director General in the Department of Financial Services, Ministry of Finance, Government of India is designated by the Central Government to decide appeals preferred by non-banking financial companies under the provisions of sub-section (7) of section 45-IA of the Reserve Bank of India Act, 1934 (2 of 1934). This is published for general information.

[e. F. No. 1/27/2019-BOA.II]

JNANATOSH ROY, Under Secy.

विदेश मंत्रालय
(सी.पी.वी. प्रभाग)

नई दिल्ली, 4 दिसम्बर, 2025

का.आ. 2113.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, केंद्र सरकार, दिसंबर 4, 2025 से कांसुलर सेवाएं के निर्वहन करने के लिए विदेश में भारतीय मिशनों/पोस्टों में सहायक कांसुलर अधिकारियों के रूप में इस मंत्रालय के निम्नलिखित 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 प्रवीण देवड़ा, सहायक अनुभाग अधिकारी	भारत के प्रधान कौंसलावास, लॉस एंजिल्स
2	श्री आदर्श कुमार झा, सहायक अनुभाग अधिकारी	भारतीय दूतावास, डमस्कस
3	श्री देवेन्द्र, सहायक अनुभाग अधिकारी	भारतीय दूतावास, कोपेनहेगन

[फा. सं. टी.4330/01/2025(39)]

तरुण कुमार, अवर सचिव [सीपीवी-II]

MINISTRY OF EXTERNAL AFFAIRS
(CPV Division)

New Delhi, the 4th December, 2025

S.O. 2113.—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 December 4, 2025:

S. No.	Name & Rank of the Officer	Mission/Post wherein appointed as Assistant Consular Officer
1	Mr. Praveen Devra, Assistant Section Officer	Consulate General of India, Los Angeles
2	Mr. Adarsh Kumar Jha, Assistant Section Officer	Embassy of India, Damascus
3	Mr. Devender, Assistant Section Officer	Embassy of India, Copenhagen

[F. No. T.4330/01/2025 (39)]

TARUN KUMAR, Under Secretary (CPV-II)

परमाणु ऊर्जा विभाग

नई दिल्ली, 7 अक्टूबर, 2025

का.आ. 2114.—सार्वजनिक परिसर (अनाधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार एतद्वारा नीचे दी गई तालिका के कॉलम (1) में उल्लिखित अधिकारी को, जो सरकार का राजपत्रित अधिकारी है, उक्त अधिनियम के प्रयोजन के लिए संपदा अधिकारी नियुक्त करती है, जो उक्त तालिका के कॉलम (2) में संगत प्रविष्टियों में निर्दिष्ट सार्वजनिक परिसरों के संबंध में उक्त अधिनियम द्वारा या उसके अधीन प्रदत्त शक्तियों का प्रयोग करेगा और संपदा अधिकारी के कर्तव्यों का पालन करेगा।

अधिकारी का पदनाम (1)	सार्वजनिक परिसर की श्रेणियाँ और अधिकार क्षेत्र की स्थानीय सीमाएँ (2)
श्री सुरिंदर कुमार, वैज्ञानिक अधिकारी/जी, ग्लोबल सेंटर फॉर न्यूक्लियर एनर्जी पार्टनरशिप (जीसीएनईपी), परमाणु ऊर्जा विभाग, बहादुरगढ़, हरियाणा -124505	ग्लोबल सेंटर फॉर न्यूक्लियर एनर्जी पार्टनरशिप (जीसीएनईपी), परमाणु ऊर्जा विभाग, बहादुरगढ़, हरियाणा -124505 के प्रशासनिक नियंत्रण में या उससे संबंधित परिसर

[फा. सं. 44017/2/2025/GCNEP/R&D-1/13245]

एच. एल. जाधव, अवर सचिव

DEPARTMENT OF ATOMIC ENERGY

New Delhi, the 7th October, 2025

S.O. 2114.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officer mentioned in column (1) of the Table below, being a Gazetted Officer of the Government, to be the Estate officer for the purpose of the said Act who shall exercise the powers conferred and perform the duties of Estate Officer, by or under the said Act, in respect of Public Premises specified in the corresponding entries in column (2) of the said Table.

Designation of the Officer (1)	Categories of Public Premise & local limits of jurisdiction (2)
Shri. Surinder Kumar, Scientific Officer/G, Global Centre for Nuclear Energy Partnership (GCNEP), Department of Atomic Energy, Bahadurgarh, Haryana -124505	Premises belonging to or under the administrative control of Global Centre for Nuclear Energy Partnership (GCNEP), Department of Atomic Energy, Bahadurgarh, Haryana -124505

[F. No. 44017/2/2025/GCNEP/R&D-1/13245]

H. L. JADHAV, Under Secy.

नई दिल्ली, 12 नवम्बर, 2025

का.आ. 2115.—सार्वजनिक स्थान (अनाधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, नीचे दी गई सारणी के स्तंभ (1) में उल्लिखित अधिकारियों को, जो सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के प्रयोजन के लिए संपदा अधिकारी नियुक्त

करती है, जो उक्त सारणी के स्तंभ (2) की तत्स्थानी प्रविष्टियों में विनिर्दिष्ट सार्वजनिक स्थान के संबंध में उक्त अधिनियम द्वारा या उसके अधीन संपदा अधिकारी को प्रदत्त शक्तियों का प्रयोग करेंगे और उस पर अधिरोपित कर्तव्यों का पालन करेंगे।

अधिकारी का पदनाम (1)	सार्वजनिक स्थान की श्रेणियाँ और अधिकार क्षेत्र की स्थानीय सीमाएँ (2)
1. अपर निदेशक (प्रचालन-I)/ निदेशक (कार्मिक एवं प्रशासन)/ मुख्य प्रशासनिक एवं लेखा अधिकारी, परमाणु खनिज अन्वेषण एवं अनुसंधान निदेशालय (एएमडी), परमाणु ऊर्जा विभाग, 1-10-153-156, बेगमपेट, हैदराबाद- 500016 तेलंगाना	हैदराबाद, तेलंगाना में परमाणु ऊर्जा विभाग के एएमडी के प्रशासनिक नियंत्रण के अंतर्गत या उससे संबंधित परिसर।

[फा. सं. 12/2(9)/2022-I&M(AMD/14920)]

सुरेश एन.एम., अवर सचिव

New Delhi, the 12th November, 2025

S.O. 2115.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officers mentioned in column (1) of the Table below being Gazetted Officer of the Government, to be the Estate officers for the purpose of the said Act who shall exercise the powers conferred and perform the duties imposed on Estate Officer, by or under the said Act, in respect of Public Premises specified in the corresponding entries in column (2) of the said Table.

Designation of the Officer (1)	Categories of Public Premised & local limits of jurisdiction (2)
1. Additional Director (Operations-I)/ Director (Personnel & Administration)/ Chief Administrative and Accounts Officer, Atomic Minerals Directorate for Exploration and Research (AMD), Department of Atomic Energy, 1-10-153-156, Begumpet, Hyderabad- 500 016, Telangana.	Premises belonging to or under the administrative control of AMD, Department of Atomic Energy in Hyderabad, Telangana.

[F. No. 12/2(9)/2022-I&M(AMD/14920)]

SURESH N. M., Under Secy.

सड़क परिवहन और राजमार्ग मंत्रालय
(राजभाषा अनुभाग)

नई दिल्ली, 26 नवम्बर, 2025

का.आ. 2116.—केंद्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10 के उपनियम (4) के अनुसरण में क्षेत्रीय कार्यालय, भारतीय राष्ट्रीय राजमार्ग प्राधिकरण, ओडिशा, जिसके 80% से अधिक कर्मचारियों ने हिंदी में कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[फा. सं. ई.-12012/1/2023-विविध/हिंदी]

सी. एन. सिंह, संयुक्त सचिव

MINISTRY OF ROAD TRANSPORT AND HIGHWAYS
(Official Language Section)

New Delhi, the 26th November, 2025

S.O. 2116.—In pursuance of Sub Rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notify Regional Office, National Highway Authority of India, Odisha, where more than 80% staff have acquired the working knowledge of Hindi.

[F. No. E. 12012/1/2023-Misc. /Hindi]

C.N. SINGH, Jt. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय
(खाद्य और सार्वजनिक वितरण विभाग)

नई दिल्ली, 26 नवम्बर, 2025

का.आ. 2117.—केंद्रीय 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 कार्यालय, 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 वाला कार्यालय
1.	भारतीय खाद्य निगम, मंडल कार्यालय, कोकराझार

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

राजेन्द्र कुमार, संयुक्त सचिव

MINISTRY of Consumer Affairs, Food and Public Distribution
(Department of Food & Public Distribution)

New Delhi, the 26th November, 2025

S.O. 2117.—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 office 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.	Office to be notified
1.	Food Corporation of India, Divisional Office, Kokrajhar

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

RAJENDER KUMAR, Jt. Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 2 दिसम्बर, 2025

का.आ. 2118.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सतना सीमेंट वर्क्स के प्रबंधन के संबद्ध नियोजकों और श्री कन्हैया सिंह, सतना सीमेंट फैक्ट्री और कुंवारी मजदूर कांग्रेस; श्री अश्विनी कुमार सिंह, श्री शशि कुमार सिंह, श्री ब्रह्मानंद सिंह, श्री राम नक्षत्र सिंह, श्री अशोक सिंह, श्री अभिनव सिंह, श्री अनिल सिंह, श्री राज गोविंद सिंह, श्री जुगनू सिंह और श्री सत्य नारायण महतो के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 11/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 02.12.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-160]

सलोनी, उप निदेशक

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 2nd December, 2025

S.O. 2118.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 11/2017**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Satna Cement Works and Shri Kanahiya Singh, Satna Cement Factory & Quwari Mazdoor Congress; Shri Ashwani Kumar Singh, Shri Sashi Kumar Singh, Shri Bramhanand Singh, Shri Ram Nakshtra Singh, Shri Ashok Singh, Shri Abhinav Singh, Shri Anil Singh, Shri Raj Govind Singh, Shri Jugnu Singh and Shri Satya Narayan Mahtoo** which was received along with soft copy of the award by the Central Government on 02.12.2025.

[No. Z-16025/04/2025-IR(M)-160]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/A/11/2017Present: P.K.SrivastavaH.J.S.(Retd.)

1. The General Secretary,
Kanahiya Singh,
Satna Cement Factory &
Quwari Mazdoor Congress,
Office Sagmaniya Colony, Satna (MP)
2. Ashwani Kumar Singh,
Mining Engineer,
Satna Cement Factory, Satna
3. Sashi Kumar Singh,
Clerk, Satna Cement Factory, Satna
4. Bramhanand Singh, Fitter,
Satna Cement Factory, Satna

5. **Ram Nakshtra Singh,**
Driver, Satna Cement Factory, Satna
6. **Ashok Singh,**
Seezer fetter, Satna Cement Factory, Satna
7. **Abhinav Singh,**
Pump Operator, Satna Cement Factory, Satna
8. **Anil Singh,**
Attend Stores, Satna Cement Factory, Satna
9. **Raj Govind Singh, Badli Attender,**
Satna Cement Factory, Satna
10. **Jugnu Singh,**
Pump Operator, Satna Cement Factory, Satna
11. **Satya Narayan Mahtoo,**
Attender Badli, Satna Cement Factory
Satna, [All employee resident at
Sagmaniya Colony, District Satna (M. P.)]

Workman

Versus

Satna Cement Works, Satna M.P.

Management

(J U D G M E N T)

(Passed on this 8th day of October, 2025)

The applicants who were originally ten in numbers but since three of them i.e., **Applicant No. 1 (Ashwani Kumar Singh), Applicant No. 2 (Sashi Kumar Singh) and Applicant No. 4 (Ram Nakshtra Singh), have raised a separate dispute also, on the basis of which three separate references are pending before this Tribunal which are R/12/2020, R/13/2020 and R/14/2020, hence their claims are not being considered in this case, they will be considered in their respective cases mentioned above, which are pending before this Tribunal.**

This is the petition under **Section 33A of the Industrial Disputes Act, 1947** (in short '**the Act**'), filed by the Secretary of Satna Cement Factory & Quwari Mazdoor Congress through its General Secretary and the applicant workman against M/s Satna Cements with a case that the case of these applicants was espoused by the Secretary of Union and Reference Case No. R/34/2010 had been pending before this Tribunal with respect to their claims on the basis of reference made by the Central Government to this Tribunal after conciliation failed between the applicants Union and management.

The management terminated the services of the applicants' workmen by way of an oral order during pendency of the said dispute which is in violation of Section 33A of the Act, hence is unjust, illegal and arbitrary.

It has been prayed that holding this action of management of M/s Satna Cement, against law because it was without the approval of this Tribunal, the petition be allowed.

Case of the management is that during the said case R/34/2010 has been finally decided by this Tribunal by its judgment and award dated 15.09.2021 and a writ petition has been filed by the management against the said judgment and award before Hon'ble High Court of M.P. which is pending. The operation of the judgment and award has been stayed by Hon'ble High Court.

Also, it is the case of the management that the applicants in the present case were not a party to the dispute in the said case R/34/2010, hence, their termination is not in violation of Section 33A of the Act, also, it has been pleaded that this petition has been filed after 4^{1/2} years of their termination, hence it is barred by unexplained delay and laches on the part of applicants.

Both the sides have filed photocopy documents and affidavits, to be referred to as and when required.

I have heard arguments of the Learned Counsel for the applicants Mr. R. K. Soni and Learned Counsel, Mr. R.

B. Tiwari for the Management. The management has filed written submission also. I have gone through written submission and the record as well.

As it is apparent from perusal of the record that objection of management is on two points, *firstly*, that the petition is barred by unexplained delay and latches on the part of petitioners and *secondly*, the petitioners were not a party in the dispute concerned as R/34/2010.

As regards, Section 33A of the Act, provides as under:-

33A. Special provision for adjudication as to whether conditions of service, etc., changed during pendency of proceedings.—Where an employer contravenes the provisions of section 33 during the pendency of proceedings before a conciliation officer, Board, an arbitrator, a Labour Court, Tribunal or National Tribunal, any employee aggrieved by such contravention, may make a complaint in writing, in the prescribed manner,—

(a) to such conciliation officer or Board, and the conciliation officer or Board shall take such complaint into account in mediating in, and promoting the settlement of, such industrial dispute; and

(b) to such arbitrator, Labour Court, Tribunal or National Tribunal and on receipt of such complaint, the arbitrator, Labour Court, Tribunal or National Tribunal, as the case may be, shall adjudicate upon the complaint as if it were a dispute referred to or pending before it, in accordance with the provisions of this Act and shall submit his or its award to the appropriate Government and the provisions of this Act shall apply accordingly.

A bare perusal of this section states that there is no limitation provided in the Act for filing of the petition, hence, the ground of delay cannot be accepted and relief cannot be denied to the petitioner only on this ground, if their case and claim is otherwise found just and proper.

As regards, the second ground, management has filed photocopy notices, which were issued to them by the Assistant Labour Commissioner during conciliation proceedings, according to management none of these notices contained the name of petitioners.

According to the petitioners, the dispute in case R/34/2010 was raised by the Secretary of the Union who is an applicant in the present case also. List of the workmen affected in the said case was adjudication. A copy has been filed by the petitioners which is a certified copy obtained by them from the file of case R/34/2010. This list contains the name of the applicants also.

The management does not denied that services of the petitioners were terminated by them in 2013, when the reference case was pending before this Tribunal, the reference case is still pending before Hon'ble High Court in the aforesaid writ.

In light of these facts the action of the management of Satna Cement Factory in terminating the services of the petitioners without approval of this Tribunal is held in violation of Section 33A of the Act and petitioners are held to be reinstated to their original posts on which they were working and also held entitled to all the attendant benefits with regard to back wages and other benefits, treating them to be in continuous service of management.

Hence, on the basis of above discussion and findings, the petition is disposed with following directions.

ORDER

The action of management of Satna Cement Factory in dismissing the applicant workmen except applicants No. 1, 2 & 4 (whose claims are pending adjudication in other separate cases mentioned earlier), during the pendency of case R/34/2010 without approval of this Tribunal is held in violation of Section 33-A of the Act. The applicants are reinstated in service and shall be deemed to be in continuous service of the management. They are further held entitled to all the backwages and consequential benefits from the date of their termination till the date of execution of award, to be paid by management within 30 days from the date of publication of the award, failing which interest @ 6% p.a. from the date of award till payment.

No order as to cost.

DATE:- 08-10-2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 2 दिसम्बर, 2025

का.आ. 2119.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट अथॉरिटी ऑफ़ इंडिया; अपशॉट यूटिलिटी सर्विसेज़ के प्रबंधन के संबद्ध नियोजकों और श्रीमती कविता बगन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 48/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 02.12.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-161]

सलोनी, उप निदेशक

New Delhi, the 2nd December, 2025

S.O. 2119.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 48/2020) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Airport Authority of India; Upshot Utility Services** and **Shrimati Kavita Baggan** which was received along with soft copy of the award by the Central Government on 02.12.2025.

[No. Z-16025/04/2025-IR(M)-161]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/48/2020Present: P.K.SrivastavaH.J.S.(Retd.)

1. Shrimati Kavita Baggan,
House No.1105, Shivaji Ward,
Gandhi Nagar,
Bhopal (Madhya Pradesh)

Workman

Vs

1. The Terminal Manager,
Airports Authority of India,
O/o The Airport Director,
Raja Bhoj Airport,
Bhopal (Madhya Pradesh) - 462 03
2. The General Manager,
Upshot Utility Services, H-20,
Jeevanandam Salai, 13th Sector,
K.K. Nagar, Chennai (Tamil Nadu)-600 078

Management

(JUDGMENT)(Passed on this 9th day of October, 2025)

As per letter dated 31/07/2020 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(1-38)/2020-IR dt. 31/07/2020. The dispute under reference relates to:

“क्या नियोजक अपसोट यूटिलिटी सर्विसेस, भोपाल (जो कि भारतीय विमानपत्तन प्राधिकरण, भोपाल की स्थापना में कार्यरत है) द्वारा कर्मकार श्रीमती कविता बग्गन पत्नी स्वर्गीय संजय बग्गन को दिनांक 08.06.2019 से नौकरी से बर्खास्त किया जाना, विधिक उप से न्यायोचित है? यदि नहीं तो, वह किस लाभ को और कब से पाने की अधिकारी है?”

After registering the case on the basis of reference, notices were issued to the parties. They appeared and filed their respective statement of claim in defense.

According to the workman, she was appointed in place of her deceased husband who was earlier working with the management and continued in service of the management from 06 October, 2017 to 08 June, 2019, she was dismissed on 08.06.2019 by management without any notice or compensation, which is in violation of Section 25-F and 25-G of the Act. The workman has further prayed that holding her termination is against law, she be reinstated with back wages and benefits.

The case of the Airport Authority is that they had not appointed the workman at any point of time. They have granted contract for mechanized environment support services in the Bhopal Airport premise to the management No. 2, M/s Up-Shorts Utility Services, their agreement period was to expire on 36 months from the date of agreement i.e., 01.08.2018. Infact, the workman was employed by the Contractor Agency.

The contractor M/s Up-Shorts Utility Services, did not appear inspite of services, hence case proceeded *ex-parte* against them.

In evidence, the workman has filed her affidavit as her Examination-in-chief, she has been cross-examined by Airport Authority. Airport Authority has filed affidavit of its witness, Mr. Dharam Raj Verma as his Examination-in-chief. He has been cross-examined by workman side. Management has filed and proved Ex-M/1, which is the appointment letter of the workman and Ex-M/2 the agreement. The workman has filed and proved certified statement of her bank account. No evidence has been adduced by the outsourcing agency, M/s Up-Shorts Utility Services.

I have heard argument of Learned Counsel for workman Mr. Ravish Devaliya and Mr. Pranay Choubey, Learned Counsel for Airport Authority of India. None appeared for the outsourcing agency. I have gone through the argument and record as well.

The reference itself is the issue for determination in the case in hand.

Both the sides have corroborated their pleadings in their affidavit as their Examination-in-chief.

The statement of account of the workman shows that money has been transferred in her account on regular basis by the outsourcing agency and not from the account of Airport Authority of India. The appointment letter to the workman has been issued by the outsourcing agency.

The management as Airport Authority does not dispute the allegation of the workman that she worked for 240 days and more in every year. The workman has corroborated her this allegation in her statement which is supported by her statement of account.

From above discussion, it is established that the workman was infact employed by the outsourcing agency in 2018 and not by the management of Airport Authority of India, hence, there is no employer-employee relation between the workman and Airport Authority rather the workman is held to be employee of the outsourcing agency, M/s Up-Shorts Utility Services.

Since, it is not disputed that the workman worked for more than 240 days in the year preceding her date of termination and also that she was not paid any compensation, her termination is held in violation of Section 25-F and 25-G of the Act.

Regarding relief, keeping in view the fact that the workman worked only for two years as an employee of outsourcing agency, this contract was to expire after 36 months of its execution, which was in 2018, ***a lump sum compensation of Rs. 50,000/- in lieu of the claims of the workman to be paid to her by the outsourcing agency within 30 days from the date of publication of award, failing which interest @ 6% per annum from the date of award till payment will meet the ends of justice, to which the workman is held entitled.***

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

AWARD

Holding the action of the management in dismissing workman Smt. Kavita Baggan from the job of employer M/s Up-Shorts Utility Services, Bhopal (establishment of Airport Authority of India) w.e.f. 08.06.2019 is illegal and unjustified, she is entitled to lump sum compensation of Rs. 50,000/- in lieu of all her claims to be paid within 30 days from the date of publication of award, failing which interest @ 6% per annum from the date of award till payment.

DATE:- 09-10-2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 2 दिसम्बर, 2025

का.आ. 2120.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार गुरप्रीत सिंह बेदी सिक्योरिटी एजेंसी बीएसपी; भिलाई स्टील प्लांट, सेल के प्रबंधन के संबद्ध नियोजकों और श्री अजय कुर्रे के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 28/2025) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 02.12.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-163]

सलोनी, उप निदेशक

New Delhi, the 2nd December, 2025

S.O. 2120.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 28/2025**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Gurpreet Singh Bedi Security Agency BSP; Bhilai Steel Plant, SAIL** and **Shri Ajay Kurre** which was received along with soft copy of the award by the Central Government on 02.12.2025.

[No. Z-16025/04/2025-IR(M)-163]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/28/2025Present: P.K.SrivastavaH.J.S.(Retd.)

Ajay Kurre

H.No. 24, Dixit Colony, Kosa Nagar

Bhilai, Street No. 10, Near Badminton Court

Durg, Chhattisgarh - 490020

Workman

Versus

1. Gurpreet Singh Bedi Security Agency BSP,
Office No. 5, 4th Floor Rio Complex Laalpur
Raipur, Chhattisgarh – 492015
2. The Director Incharge
Bhilai Steel Plant, Steel Authority of India
Bhilai, District – Durg (CG) - 490001

Management

AWARD(Passed on this 09th day of October - 2025.)

As per letter dated 27/12/2024 by the Deputy Chief Labour Commissioner (Central) Raipur, 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(3-20) /2024-ES-III(ID) dt. 27/12/2024**. The dispute under reference related to :-

“Whether the demand of the workman for lumpsum relief compensation of Rupees Fifty Thousand only (Rs 50K) is justified ? If yes, to what all remedies, is the workman entitled to in relation to the present industrial disputes ?”

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

Since the initial burden to prove the case lies with the workman, and he has failed to discharge this burden, the claim is held to be not proved. Accordingly, the reference is answered against the workman.

DATE: 09/10/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 2 दिसम्बर, 2025

का.आ. 2121.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार गुरप्रीत सिंह बेदी सिक्योरिटी एजेंसी बीएसपी; भिलाई स्टील प्लांट, सेल के प्रबंधन के संबद्ध नियोजकों और श्री मुरली कृष्ण वी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 29/2025) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 02.12.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-164]

सलोनी, उप निदेशक

New Delhi, the 2nd December, 2025

S.O. 2121.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 29/2025**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Gurpreet Singh Bedi Security Agency BSP; Bhilai Steel Plant, SAIL** and **Shri Murli Krishna V** which was received along with soft copy of the award by the Central Government on 02.12.2025.

[No. Z-16025/04/2025-IR(M)-164]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/29/2025

Present: P.K.Srivastava

H.J.S.(Retd.)

Murli Krishna V,

H.No. 24, Dixit Colony, Kosa Nagar

Bhilai, Street No. 10, Near Badminton Court

Durg, Chhattisgarh - 490020

Workman

Versus

- 1. Gurpreet Singh Bedi Security Agency BSP,
Office No. 5, 4th Floor RIO Complex Laalpur
Raipur, Chhattisgarh – 492015**
- 2. The Director Incharge
Bhilai Steel Plant, Steel Authority of India
Bhilai, District – Durg (CG) - 490001**

Management

AWARD**(Passed on this 09th day of October - 2025.)**

As per letter dated 27/12/2024 by the Deputy Chief Labour Commissioner (Central) Raipur, 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(3-21) /2024-ES.III dt. 27/12/2024**. The dispute under reference related to :-

“Whether the demand of the workman for lumpsum relief compensation of Rupees Fifty Thousand only (Rs 50K) is justified ? If yes, to what all remedies, is the workman entitled to in relation to the present industrial disputes ?”

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

Since the initial burden to prove the case lies with the workman, and he has failed to discharge this burden, the claim is held to be not proved. Accordingly, the reference is answered against the workman.

DATE: 09/10/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 2 दिसम्बर, 2025

का.आ. 2122.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भिलाई स्टील प्लांट, सेल; श्री दुर्गा कंस्ट्रक्शन के प्रबंधन के संबद्ध नियोजकों और श्री राम लाल साहू के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (**रिफरेन्स नं.- 30/2025**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 02.12.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-165]

सलोनी, उप निदेशक

New Delhi, the 2nd December, 2025

S.O. 2122.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 30/2025**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Bhilai Steel Plant, SAIL; Sri Durga Contruction and Shri Rum Lal Sahu** which was received along with soft copy of the award by the Central Government on 02.12.2025.

[No. Z-16025/04/2025-IR(M)-165]

SALONI, Dy. Director

ANNEXURE**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR****NO. CGIT/LC/R/30/2025****Present: P.K.Srivastava****H.J.S.(Retd.)****Rum Lal Sahu****Lodhipara, Ramnagar, Muktidham****Durg, Chhattisgarh - 490026****Workman**

Versus**1. The Director Incharge****Bhilai Steel Plant,****Steel Authority of India****Bhilai, Dist. Durg (CG)-490001****2. Sri Durga Contruction****Sangram Chowk, Bhilai****Durg, Chhattisgarh-490001****Bhilai, Dist. Durg (CG) - 490001****Management****AWARD****(Passed on this 09th day of October - 2025.)**

As per letter dated 23/01/2025 by the Deputy Chief Labour Commissioner (Central) Raipur, 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-08(3-3)/2025-ES dt. 23/01/2025**. The dispute under reference related to :-

“Whether the demand of the workman for lumpsum relief compensation of Rupees One Lakhs only (Rs 1 Lakh) is justified ? If yes, to what all remedies, is the workman entitled to in relation to the present industrial disputes ?”

After registering a case on the basis of the reference, notices were sent to the parties and served. Learned Counsel Mr. Sahil Bahadur Singh filed his Vakalatnama on behalf of the Management of Bhilai Steel Plant. None of the parties filed any Statement of Claim or Written Statement of Defense. The workman side never appeared.

Since the initial burden to prove the case lies with the workman, and he has failed to discharge this burden, the claim is held to be not proved. Accordingly, the reference is answered against the workman.

DATE: 09/10/2025**P.K.SRIVASTAVA, Presiding Officer****नई दिल्ली, 2 दिसम्बर, 2025**

का.आ. 2123.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भिलाई स्टील प्लांट, सेल; मेसर्स रोहिणी ट्रांसपोर्ट, के प्रबंधन के संबद्ध नियोजकों और श्री शकील खान के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (**रिफरेन्स नं.- 32/2025**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 02.12.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-166]**सलोनी, उप निदेशक****New Delhi, the 2nd December, 2025**

S.O. 2123.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 32/2025**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Bhilai Steel Plant, SAIL; M/s Rohini Transport, and Shri Shakeel Khan** which was received along with soft copy of the award by the Central Government on 02.12.2025.

[No. Z-16025/04/2025-IR(M)-166]**SALONI, Dy. Director**

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/32/2025Present: P.K.SrivastavaH.J.S.(Retd.)

Shakeel Khan

Ward No. 62, New Market Station

Maroda, Civic Centre, Bhilai

District Durg, Chhattisgarh - 490006

Workman

Versus

1. The Director Incharge

Bhilai Steel Plant,

Steel Authority of India

Bhilai, Dist. Durg (CG) - 492006

2. M/s Rohini Transport, BSP

T & D Division, Bhilai

Durg, Chhattisgarh - 490006

Management

AWARD(Passed on this 09th day of October - 2025.)

As per letter dated 23/01/2025 by the Deputy Chief Labour Commissioner (Central) Raipur, 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(3-2) /2025-ES.III dt. 23/01/2025**. The dispute under reference related to :-

"Whether the demand of the workman for lumpsum relief compensation of Rupees One Lakhs only (Rs 1 Lakh) is justified ? If yes, to what all remedies, is the workman entitled to in relation to the present industrial disputes ?"

After registering a case on the basis of the reference, notices were sent to the parties and served. Learned Counsel Mr. K.B. Singh filed his Vakalatnama on behalf of the Management of M/s. Rohini Transport. None of the parties filed any Statement of Claim or Written Statement of Defense. The workman side never appeared.

Since the initial burden to prove the case lies with the workman, and he has failed to discharge this burden, the claim is held to be not proved. Accordingly, the reference is answered against the workman.

DATE: 09/10/2025

P.K.SRIVASTAVA, Presiding Officer

नई दिल्ली, 2 दिसम्बर, 2025

का.आ. 2124.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स उबलगुडी आयरन ओर माइंस (एमएमएल) के प्रबंधन के संबद्ध नियोजकों और श्री मनसैय्या, अध्यक्ष, बेल्लारी जिला गंज कर्मचारी संघ के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलूर, कैप कोर्ट हैदराबाद, पंचाट (रिफरेन्स नं.- 24/2016) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 02.12.2025 को प्राप्त हुआ था।

[सं. एल-26011/17/2016-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 2nd December, 2025

S.O. 2124.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 24/2016**) of the **Central Government Industrial Tribunal cum Labour Court, Bangalore, Camp Court at Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s. Ubbalgudi Iron Ore Mines (MML)** and **Sh. Manasaiah, President, Bellary Zilla Ganj Karmikara Sangh** which was received along with soft copy of the award by the Central Government on 02.12.2025.

[No. L-26011/17/2016-IR(M)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE, CAMP COURT At HYDERABAD

DATED : 18th NOVEMBER 2025

PRESENT : **Smt. K P INDIRA B.A., LLB.**

Presiding Officer

C R No. 24/2016

I Party

Sh. Manasaiah, President,
Bellary Zilla Ganj karmikara Sangh,
Shanthi Nivas, 1st Ward, Anand Bazar,
SANDUR -583 119.

II Party

The Manager,
M/s. Ubbalgudi Iron Ore Mines (MML),
PWD Quarter, Taranagar,
Sandur, BELLARY – 583 119.

Appearances

I Party : **Sri Sivamanithan S**

Advocate

II Party **Sri L Venkatarama Reddy**

Advocate

1. The Government of India, Ministry of Labour vide Order No. L-26011/17/2016-IR(M) dated 09.06.2016 in exercise of the power conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as “The Act”) (14 of 1947) referred the following Industrial Dispute to this Tribunal for adjudication:

SCHEDULE

“Whether the action of the management of M/s Mysore Minerals Limited (Ubbalagundi Iron ore Mines), Sandur, Bellary in not giving relief/not paid the terminal benefits, to the workers Smt. Renuka and 18 others (as per Annexure-D) working under M/s. Mysore Minerals Ltd (Ubbalagundi Iron ore mines), Sandur, Bellary, is fair, legal, proper & justified? If not, to what relief the said workmen are entitled to?”

2. After registering the case the date of hearing was fixed as 12.08.2016. Notices were issued to both the parties. Advocate Maitreyi Krishnan filed vakalath for I Party along with Claim Statement. Advocate L Venkatarama Reddy filed vakalath for II Party and filed their Counter Statement on 11.05.2017.

3. Based on the rival pleadings and the schedule the matter came to be posted for Evidence of II Party. On 22.05.2019, the II Party management examined one witness as MW 1 and fully cross-examined by the I Party counsel. Ex M-1 to Ex M-3 were marked and closed the II Party evidence. Thereafter several opportunities were afforded to I Party to adduce evidence but the I Party did not avail so.

4. In the meantime, Advocate Sivamanithan S filed vakalath for I Party along with NOC of previous counsel on record. Even though NOC vakalath was filed and sufficient time was afforded to the I Party and his counsel and notices were sent and served. On their continued absence, the opportunity to adduce evidence was not availed by the 1st Party.

5. Barring the list bearing the names of 19 workmen received with the Central Reference. The addresses of the individual workmen are not provided to this tribunal. Ergo individual notice to the workmen is not made feasible in the given case. Thus, the case set forth in the Claim Statement is not proved by the 1st Party workmen represented by the Union President. Under these circumstances, the only course left with is to pass a default award in the matter, hence, the following Award is passed.

AWARD

Reference is dismissed for non-prosecution. Transmit.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 18.11.2025)

K P INDIRA , Presiding Officer

नई दिल्ली, 2 दिसम्बर, 2025

का.आ. 2125.—औद्योगिक विवाद अधिनियम, 1957 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स आर.आर. पैंगुइंकर एंड कंपनी के प्रबंधन के संबद्ध नियोजकों और श्री सदा राम डोइफोडे के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, मुंबई, पंचाट (रिफरेन्स न.- 11/2009) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 02.12.2025 को प्राप्त हुआ था।

[सं. एल-29012/95/2008-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 2nd December, 2025

S.O. 2125.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 11/2009**) of the **Central Government Industrial Tribunal cum Labour Court-2, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s. R.R. Painguinkar & Co.** and **Shri Sada Rama Doifode** which was received along with soft copy of the award by the Central Government on 02.12.2025.

[No. L-29012/95/2008-IR(M)]

SALONI, Dy. Director

ANNEXURE

BEFORE JUSTICE RETIRED SHIV SHANKER PRASAD

PRESIDING OFFICER/LINK OFFICER

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT

JUSTICE RETIRED SHIV SHANKER PRASAD

Presiding Officer/Link Officer

REFERENCE NO. CGIT-2/11 of 2009

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

Party No.1 M/s. R. R. Painguinkar & Co.,

The Managing Director,

M/s. R. R. Painguinkar & Co.,

Chiraband Mines, UguemSanguem,

Goa.

**AND
THEIR WORKMEN.**

Party No.2 (Mr. Sada Rama Doifode)

R/o, H.No. 27, Chiraband,
Uguem, Sanguem,
Goa.

APPEARANCES:

Management

Mr. M. S. Bandodkar

Advocate

Workmen

No appearance.

At Camp Goa

AWARD

(Delivered on 19-11-2025)

1. This Reference has been made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, vide Government of India, Ministry of Labour & Employment, New Delhi, order No. L-29012/95/2008 (IR(M) dated 04.02.2009. The terms of reference given in the schedule are as follows:

“Whether the action of the management of M/s. R. R. Painguinkar in terminating the employment of Shri Sada Rama Doifode, Clerk w.e.f. 09/01/2007 is legal and justified? To what relief the workman is entitled for?”

2. The case is called out today. No one is present on behalf of the petitioner. The Learned Counsel Mr. M. S. Bandodkar Advocate is present on behalf of the respondent. Mr. P. Gaonkar, the General Secretary of the Union is present before the Court and stated before the court that, he wants to withdraw his authority. Today, the case is fixed for cross-examination of the workman but neither the representative of petitioner nor he himself is present before the court. From perusal of record, it is apparent that, the petitioner is not coming to the Court since long back. Although, the Statement of Claim & the Written Statement have been filed by the parties respectively. Petitioner has also filed his affidavit as an evidence but, petitioner has not come to the court to prove the contents of the affidavit as well as the contents of the Statement of Claim. No other evidence has been filed by the petitioner to prove his case. The claim of the petitioner is not proved. So, the case is closed.

Hence, it is ordered.

ORDER

The action of the management of M/s. R. R. Painguinkar in terminating the employment of Shri Sada Rama Doifode, Clerk w.e.f. 09/01/2007 is legal and justified. The workman is not entitled to any relief.

At Camp Go

Sd/-

Date: 19-11-2025

Justice SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 2 दिसम्बर, 2025

का.आ. 2126.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स वी.एम. सालगांवकर एंड ब्रो. प्राइवेट लिमिटेड; मेसर्स विष्णुप्रशांत एस. तार के प्रबंधन के संबद्ध नियोजकों और गोवा माइनिंग लेबर वेलफेयर यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, मुंबई, पंचाट (रिफरेन्स नं.- 23/2011) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 02.12.2025 को प्राप्त हुआ था।

[सं. एल-29011/21/2010-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 2nd December, 2025

S.O. 2126.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 23/2011**) of the **Central Government Industrial Tribunal cum Labour Court-1, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s. V.M. Salgaocar & Bro. Pvt. Ltd; M/s. Vishnuprashant S. Tar and Goa Mining Labour Welfare Union** which was received along with soft copy of the award by the Central Government on 02.12.2025.

[No. L-29011/21/2010-IR(M)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,

MUMBA

(CAMP COURT GOA)

Present

JUSTICE ANIL KUMAR

Presiding Officer

REFERENCE NO.CGIT-23 of 2011

Parties: Employers in relation to the management of

The Managing Director,

M/s. V.M. Salgaocar & Bro. Pvt. Ltd,

Salgaocar House, Vaco-Da-Gama,

Goa-403802.

2. M/s. Vishnuprashant S. Tar

Vishnu Smruti Building, Opp. Mapusa Judicial Court,

Attinho Mapusa, Bardez- Goa.

And

The General Secretary,

Goa Mining Labour Welfare Union,

Velho's Building

2nd Floor, Opp. Municipal Garden,

Panji, Goa-403001.

Appearances:

For the first party Management : M.S. Bandonkar(Adv.)

For the second party workmen : Absent

Goa, dated the 12th day of November, 2025.

AWARD

1. The present reference has been made by the Central Government by its order No. L-29011/21/2010(IR(M)) dated 21/07/2011 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. V.M. Salgaoncar & Bro. Pvt. Ltd./ their Contractor M/s. Vishnuprashant S. Tar in refusing employment to S/Shri Kalkappa Vishappa Virshetty, Imran Issac Patel and Rajeasab Daulsab Muzawar who were working as “ Dumper Operators” in the Shigao Mine of M/s. V.M. Salgaocar Bro. Pvt. Ltd, w.e.f. 9/3/2010 is legal and justified? To what relief the workman is entitled for?”

In view of the above said facts the claimant/workman has not field any rejoinder/evidence in support of his case on affidavit, in spite of several opportunities given to him and taking into consideration 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 has not filed any affidavit (examination-in-chief), so it is a case of no evidence filed on behalf of workman in support of case set up by her, 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.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 2 दिसम्बर, 2025

का.आ. 2127.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स वी.एम. सालगांवकर एंड ब्रो. प्राइवेट लिमिटेड; मेसर्स विष्णुप्रशांत एस. तार के प्रबंधन के संबद्ध नियोजकों और गोवा माइनिंग लेबर वेलफेयर यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, मुंबई, पंचाट (रिफरेन्स न.- 24/2011) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 02.12.2025 को प्राप्त हुआ था।

[सं. एल-29011/20/2010-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 2nd December, 2025

S.O. 2127.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 24/2011) of the **Central Government Industrial Tribunal cum Labour Court-1, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s. V.M. Salgaocar & Bro. Pvt. Ltd; M/s. Vishnuprashant S. Tar** and **Goa Mining Labour Welfare Union** which was received along with soft copy of the award by the Central Government on 02.12.2025.

[No. L-29011/20/2010-IR(M)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,

MUMBA

(CAMP COURT GOA)

Present

JUSTICE ANIL KUMAR

Presiding Officer

REFERENCE NO.CGIT-24 of 2011**Parties:** Employers in relation to the management of

1. The Managing Director,
M/s. V.M. Salgaocar & Bro. Pvt. Ltd,
Salgaocar House, Vaco-Da-Gama,
Goa-403802.

2. M/s. Vishnuprashant S. Tar
Vishnu Smruti Building, Opp. Mapusa Judicial Court,
Attinho Mapusa, Bardez- Goa.

And

The General Secretary,
Goa Mining Labour Welfare Union,
Velho's Building
2nd Floor, Opp. Municipal Garden,
Panji, Goa-403001.

Appearances:

For the first party Management : M.S. Bandonkar(Adv.)

For the second party workmen : Absent

Goa, dated the 12th day of November, 2025.**AWARD**

1. The present reference has been made by the Central Government by its order No. L-29011/20/2010(IR(M)) dated 21/07/2011 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. V.M. Salgaoncar & Bro. Pvt. Ltd./ their Contractor M/s. Vishnuprashant S. Tar in refusing employment to Shri Sharda Rama Kesarkar "Wheel Loader Operator" in the Shigao Mine of M/s. V.M. Salgaocar Bro. Pvt. Ltd, w.e.f. 21/2/2010 is legal and justified?" in the shigao Mine of M/s. V.M. Salgaocar Bro, Pvt. Ltd, w.e.f. 21/2/2010 is legal and justified?" To what relief the workman is entitled for?"

In view of the above said facts the claimant/workman has not filed any rejoinder/evidence in support of his case on affidavit, in spite of several opportunities given to him and taking into consideration 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 has not filed any affidavit (examination-in-chief), so it is a case of no evidence filed on behalf of workman in support of case set up by her, 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.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 2 दिसम्बर, 2025

का.आ. 2128.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स वी.एम. सालगांवकर एंड ब्रो. प्राइवेट लिमिटेड; मेसर्स विष्णुप्रशांत एस. तार के प्रबंधन के संबद्ध नियोजकों और गोवा माइनिंग लेबर वेलफेयर यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, मुंबई, पंचाट (रिफरेन्स नं.- 25/2011) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 02.12.2025 को प्राप्त हुआ था।

[सं. एल-29011/19/2010-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 2nd December, 2025

S.O. 2128.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 25/2011**) of the **Central Government Industrial Tribunal cum Labour Court-1, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s. V.M. Salgaocar & Bro. Pvt. Ltd; M/s. Vishnuprashant S. Tar and Goa Mining Labour Welfare Union** which was received along with soft copy of the award by the Central Government on 02.12.2025.

[No. L-29011/19/2010-IR(M)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,

MUMBA

(CAMP COURT GOA)

Present

JUSTICE ANIL KUMAR

Presiding Officer

REFERENCE NO.CGIT-25 of 2011

Parties: Employers in relation to the management of

1. The Managing Director,
M/s. V.M. Salgaocar & Bro. Pvt. Ltd,
Salgaocar House, Vaco-Da-Gama,
Goa-403802.
2. M/s. Vishnuprashant S. Tar
Vishnu Smruti Building, Opp. Mapusa Judicial Court,
Attinho Mapusa, Bardez- Goa.
And
The General Secretary,
Goa Mining Labour Welfare Union,
Velho's Building
2nd Floor, Opp. Municipal Garden,
Panji, Goa-403001.

Appearances:

For the first party Management : M.S. Bandonkar(Adv.)

For the second party workmen : Absent

Goa, dated the 12th day of November, 2025.

AWARD

1. The present reference has been made by the Central Government by its order No. L-29011/19/2010(IR(M)) dated 21/07/2011 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. V.M. Salgaoncar & Bro. Pvt. Ltd./ their Contractor M/s. Vishnuprashant S. Tar in refusing employment to Shri Venkatesh M. Rathod “Excavator Operator” in the Shigao Mine of M/s. V.M. Salgaocar Bro. Pvt. Ltd, w.e.f 15.2.2010 is legal and justified? To what relief the workman is entitled for?”

In view of the above said facts the claimant/workman has not field any rejoinder/evidence in support of his case on affidavit, in spite of several opportunities given to him and taking into consideration 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 has not filed any affidavit (examination-in-chief), so it is a case of no evidence filed on behalf of workman in support of case set up by her, 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.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 2 दिसम्बर, 2025

का.आ. 2129.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स वी.एम. सालगांवकर एंड ब्रो. प्राइवेट लिमिटेड; मेसर्स विष्णुप्रशांत एस. तार के प्रबंधन के संबद्ध नियोजकों और गोवा माइनिंग लेबर वेलफेयर यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, मुंबई, पंचाट (रिफरेन्स नं.- 27/2011) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 02.12.2025 को प्राप्त हुआ था।

[सं. एल-29011/18/2010-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 2nd December, 2025

S.O. 2129.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 27/2011**) of the **Central Government Industrial Tribunal cum Labour Court-1, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s. V.M. Salgaocar & Bro. Pvt. Ltd; M/s. Vishnuprashant S. Tar** and **Goa Mining Labour Welfare Union** which was received along with soft copy of the award by the Central Government on 02.12.2025.

[No. L-29011/18/2010-IR(M)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,

MUMBA

(CAMP COURT GOA)

Present

JUSTICE ANIL KUMAR

Presiding Officer

REFERENCE NO.CGIT-27 of 2011

Parties: Employers in relation to the management of

The Managing Director,

M/s. V.M. Salgaocar & Bro. Pvt. Ltd,

Salgaocar House, Vaco-Da-Gama,

Goa-403802.

2. M/s. Vishnuprashant S. Tar

Vishnu Smruti Building, Opp. Mapusa Judicial Court,

Attinho Mapusa, Bardez- Goa.

And

The General Secretary,

Goa Mining Labour Welfare Union,

Velho's Building

2nd Floor, Opp. Municipal Garden,

Panji, Goa-403001.

Appearances:

For the first party Management : M.S. Bandonkar(Adv.)

For the second party workmen : Absent

Goa, dated the 12th day of November, 2025.

AWARD

The present reference has been made by the Central Government by its order No. L-29011/18/2010(IR(M)) dated 04/08/2011 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 charter of demands dated 30/11/2009(Annexure-IA) served on the management of M/s. V.M. Salgaocar & Bro. Pvt. Ltd., By the Goa Mining Labour Welfare Union is legal and justified? If yes, to what relief the Union is entitle for?"

In view of the above said facts the claimant/workman has not field any statement of claim /evidence in support of his case on affidavit, in spite of several opportunities given to him and taking into consideration 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 has not filed any statement of claim, so it is a case of no statement of claim filed on behalf of workman in support of case set up by her, 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.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 2 दिसम्बर, 2025

का.आ. 2130.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स बी.एम. सालगांवकर एंड ब्रो. प्राइवेट लिमिटेड; मेसर्स विष्णुप्रशांत एस. तार के प्रबंधतंत्र के संबद्ध नियोजकों

और गोवा माइनिंग लेबर वेलफेयर यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, मुंबई, पंचाट (रिफरेन्स न.- 38/2011) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 02.12.2025 को प्राप्त हुआ था।

[सं. एल-29011/27/2010-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 2nd December, 2025

S.O. 2130.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 38/2011**) of the **Central Government Industrial Tribunal cum Labour Court-1, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s. V.M. Salgaocar & Bro. Pvt. Ltd; M/s. Vishnuprashant S. Tar** and **Goa Mining Labour Welfare Union** which was received along with soft copy of the award by the Central Government on 02.12.2025.

[No. L-29011/27/2010-IR(M)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,

MUMBA

(CAMP COURT GOA)

Present

JUSTICE ANIL KUMAR

Presiding Officer

REFERENCE NO.CGIT-38 of 2011

Parties: Employers in relation to the management of

The Managing Director,

M/s. V.M. Salgaocar & Bro. Pvt. Ltd,

Salgaocar House, Vaco-Da-Gama,

Goa-403802.

2. M/s. Vishnuprashant S. Tar

Vishnu Smruti Building, Opp. Mapusa Judicial Court,

Attinho Mapusa, Bardez- Goa.

And

The General Secretary,

Goa Mining Labour Welfare Union,

Velho's Building

2nd Floor, Opp. Municipal Garden,

Panji, Goa-403001.

Appearances:

For the first party Management : M.S. Bandonkar(Adv.)

For the second party workmen : Absent

Goa, dated the 12th day of November, 2025.

AWARD

The present reference has been made by the Central Government by its order No. L-29011/27/2010(IR(M)) dated 25/11/2011 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. V.M. Salgaoncar & Bro. Pvt. Ltd./ their Contractor M/s. Vishnuprashant S. Tar in refusing employment to S/Shri Yaseen Azad Shirkole w.e.f. 1/12/2009 is legal and justified? To what relief the workman is entitled for?”

In view of the above said facts the claimant/workman has not filed any evidence in support of his case on affidavit, in spite of several opportunities given to him and taking into consideration 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 it 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 has not filed any affidavit (examination-in-chief), so it is a case of no evidence filed on behalf of workman in support of case set up by her, 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.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 2 दिसम्बर, 2025

का.आ. 2131.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स वी.एम. सालगांवकर एंड ब्रो. प्राइवेट लिमिटेड; मेसर्स विष्णुप्रशांत एस. तार के प्रबंधन के संबद्ध नियोजकों और गोवा माइनिंग लेबर वेलफेयर यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, मुंबई, पंचाट (रिफरेन्स नं.- 39/2011) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 02.12.2025 को प्राप्त हुआ था।

[सं. एल-29011/30/2010-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 2nd December, 2025

S.O. 2131.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 39/2011**) of the **Central Government Industrial Tribunal cum Labour Court-1, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s. V.M. Salgaoncar & Bro. Pvt. Ltd; M/s. Vishnuprashant S. Tar and Goa Mining Labour Welfare Union** which was received along with soft copy of the award by the Central Government on 02.12.2025.

[No. L-29011/30/2010-IR(M)]

SALONI, Dy. Director

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1,
MUMBA
(CAMP COURT GOA)

Present

JUSTICE ANIL KUMAR

Presiding Officer

REFERENCE NO.CGIT-39 of 2011

Parties: Employers in relation to the management of

The Managing Director,

M/s. V.M. Salgaocar & Bro. Pvt. Ltd,

Salgaocar House, Vaco-Da-Gama,

Goa-403802.

2. M/s. Vishnuprashant S. Tar

Vishnu Smruti Building, Opp. Mapusa Judicial Court,

Attinho Mapusa, Bardez- Goa.

And

The General Secretary,

Goa Mining Labour Welfare Union,

Velho's Building

2nd Floor, Opp. Municipal Garden,

Panji, Goa-403001.

Appearances:

For the first party Management : M.S. Bandonkar(Adv.)

For the second party workmen : Absent

Goa, dated the 12th day of November, 2025.

AWARD

The present reference has been made by the Central Government by its order No. L-29011/30/2010(IR(M)) dated 25/11/2011 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. V.M. Salgaoncar & Bro. Pvt. Ltd./ their Contractor M/s. Vishnuprashant S. Tar in refusing employment to S/Shri Sandeep Ramakant Dalvi w.e.f. 19/10/2009 is legal and justified? To what relief the workman is entitled for?”

In view of the above said facts the claimant/workman has not filed any Rejoinder/evidence in support of his case on affidavit, in spite of several opportunities given to him and taking into consideration 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 it 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 has not filed any affidavit (examination-in-chief), so it is a case of no evidence filed on behalf of workman in support of case set up by her, 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.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 2 दिसम्बर, 2025

का.आ. 2132.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स बी.एम. सालगांवकर एंड ब्रो. प्राइवेट लिमिटेड; मेसर्स विष्णुप्रशांत एस. तार के प्रबंधन के संबद्ध नियोजकों और गोवा माइनिंग लेबर वेलफेयर यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, मुंबई, पंचाट (रिफरेन्स नं.- 40/2011) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 02.12.2025 को प्राप्त हुआ था।

[सं. एल-29011/28/2010-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 2nd December, 2025

S.O. 2132.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 40/2011**) of the **Central Government Industrial Tribunal cum Labour Court-1, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s. V.M. Salgaocar & Bro. Pvt. Ltd; M/s. Vishnuprakash S. Tar** and **Goa Mining Labour Welfare Union** which was received along with soft copy of the award by the Central Government on 02.12.2025.

[No. L-29011/28/2010-IR(M)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,

MUMBA

(CAMP COURT GOA)

Present

JUSTICE ANIL KUMAR

Presiding Officer

REFERENCE NO.CGIT-40 of 2011

Parties: Employers in relation to the management of

The Managing Director,

M/s. V.M. Salgaocar & Bro. Pvt. Ltd,

Salgaocar House, Vaco-Da-Gama,

Goa-403802.

2. M/s. Vishnuprashant S. Tar

Vishnu Smruti Building, Opp. Mapusa Judicial Court,

Attinho Mapusa, Bardez- Goa.

And

The General Secretary,

Goa Mining Labour Welfare Union,

Velho's Building

2nd Floor, Opp. Municipal Garden,

Panji, Goa-403001.

Appearances:

For the first party Management : M.S. Bandonkar(Adv.)

For the second party workmen : Absent

Goa, dated the 12th day of November, 2025.

AWARD

The present reference has been made by the Central Government by its order No. L-29011/28/2010(IR(M)) dated 25/11/2011 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. V.M. Salgaoncar & Bro. Pvt. Ltd./ their Contractor M/s. Vishnuprashant S. Tar in refusing employment to Mr. Mohammad Shahanavaz Sidiqqi w.e.f. 30/11/2009 is legal and justified? To what relief the workman is entitled?”

In view of the above said facts the claimant/workman has not field any evidence in support of his case on affidavit, in spite of several opportunities given to him and taking into consideration 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 has not filed any affidavit (examination-in-chief), so it is a case of no evidence filed on behalf of workman in support of case set up by her, 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.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 2 दिसम्बर, 2025

का.आ. 2133.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स वी.एम. सालगांवकर एंड ब्रो. प्राइवेट लिमिटेड; मेसर्स विष्णुप्रशांत एस. तार के प्रबंधन के संबद्ध नियोजकों और गोवा माइनिंग लेबर वेल्फेयर यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, मुंबई, पंचाट (रिफरेन्स नं.- 41/2011) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 02.12.2025 को प्राप्त हुआ था।

[सं. एल-29011/29/2010-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 2nd December, 2025

S.O. 2133.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 41/2011**) of the **Central Government Industrial Tribunal cum Labour Court-1, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s. V.M. Salgaocar & Bro. Pvt. Ltd; M/s. Vishnuprashant S. Tar** and **Goa Mining Labour Welfare Union** which was received along with soft copy of the award by the Central Government on 02.12.2025.

[No. L-29011/29/2010-IR(M)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,

MUMBA

(CAMP COURT GOA)

Present

JUSTICE ANIL KUMAR

Presiding Officer

REFERENCE NO.CGIT-41 of 2011

Parties: Employers in relation to the management of

The Managing Director,

M/s. V.M. Salgaocar & Bro. Pvt. Ltd,

Salgaocar House, Vaco-Da-Gama,

Goa-403802.

2. M/s. Vishnuprashant S. Tar

Vishnu Smruti Building, Opp. Mapusa Judicial Court,

Attinho Mapusa, Bardez- Goa.

And

The General Secretary,

Goa Mining Labour Welfare Union,

Velho's Building

2nd Floor, Opp. Municipal Garden,

Panji, Goa-403001.

Appearances:

For the first party Management : M.S. Bandonkar(Adv.)

For the second party workmen : Absent

Goa, dated the 12th day of November, 2025.

AWARD

The present reference has been made by the Central Government by its order No. L-29011/29/2010(IR(M)) dated 25/11/2011 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. V.M. Salgaoncar & Bro. Pvt. Ltd./ their Contractor M/s. Vishnuprashant S. Tar in refusing employment to Shri Sushat Usapkar w.e.f. 19/10/2009 is legal and justified? To what relief the workman is entitled for?””

In view of the above said facts the claimant/workman has not field any evidence in support of his case on affidavit, in spite of several opportunities given to him and taking into consideration 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 has not filed any affidavit (examination-in-chief), so it is a case of no evidence filed on behalf of workman in support of case set up by her, 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.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 3 दिसम्बर, 2025

का.आ. 2134.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मुख्यालय पश्चिमी नौसेना कमान के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई- 1, के पंचाट (27/2023) प्रकाशित करती है।

[सं. एल-42011/07/2023-आईआर(बी-1)]

सलोनी, उप निदेशक

New Delhi, the 3rd December, 2025

S.O. 2134.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 27/2023) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Mumbai -1* as shown in the Annexure, in the industrial dispute between the management of Headquarter Western Naval Command and their workmen.

[No. L-42011/07/2023- IR (B-I)]

SALONI, Dy. Director

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1
MUMBAI

Present
JUSTICE ANIL KUMAR
Presiding Officer

REFERENCE NO.CGIT-1/27 of 2023

Parties : Employers in relation to the management of

Headquarter Western Naval Command

And

Their Workmen

Appearances:

For the first party Management : Mr. B.K. Ashok, Adv.

For the second party workmen : Absent

State :Maharashtra

Mumbai, dated the 13th day of August, 2025

AWARD

1. The present reference has been made by the Central Government by its Order dated 09.03.2023 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:

“1. Whether the demand raised by Indian Navel Employees Union, Mumbai vide letter dated 20.11.2021 against the action of Management (Headquarter Western Naval Command) for conducting elections for the Works Committee When the sanctioned post of workmen is more than 100 (i.e. 124) and the actual strength was less than 100 workmen is legal, proper and justified? If yes, what reliefs the workmen are entitled to and what other directions, if any, are necessary in this respect?”

2. Whether the demand raised Indian Navel Employees Union, Mumbai vide letter dated 20.11.2021 against action of Management (Headquarter Western Navel Command) in not providing formation, meetings and functioning of the statutory body elected through due course of election as provided under the Industrial Disputes Act, 1949 in the guise of actual and sanctioned strength is proper, legal and justified? If Yes, what relief the workers are entitled to and what other directions, if any, are necessary in this respect?”

Accordingly present ID case registered before this Tribunal on 6.9.2021

From the perusal of the record, it transpired that in spite of repeated

Opportunity till date the claim statement has not been filed by the second

Party.

For the foregoing reasons, the present case is dismissed for want of

Prosecution.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 3 दिसम्बर, 2025

का.आ. 2135.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स ओरिएंट फ्रेट सर्विस, मेसर्स एपीएम टर्मिनल इंडिया प्राइवेट लिमिटेड के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई- 2, के पंचाट (68/2018) प्रकाशित करती है।

[सं. एल-34025/01/2018-आईआर(बी-II)]

सलोनी, उप निदेशक

New Delhi, the 3rd December, 2025

S.O. 2135.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.68/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Mumbai -2* as shown in the Annexure, in the industrial dispute between the management of M/s. Orient Freight Service, M/s APM Terminal India Pvt. Ltd and their workmen.

[No. L-34025/01/2018- IR (B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE JUSTICE RETIRED SHIV SHANKER PRASAD

PRESIDING OFFICER/LINK OFFICER

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT

JUSTICE RETIRED SHIV SHANKER PRASAD

Presiding Officer/Link Officer

REFERENCE NO. CGIT-2/68 of 2018

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

Party No.1 **M/s. Orient Freight Services.,**
Maersk India Limited, CFS (Old),
Plot No. 100, Block No.5,
Navi Mumbai – 400707.
M/s. APM Terminal India Pvt. Ltd.,
The West Region Head,
M/s. APM Terminal India Pvt. Ltd
CFS Division, Plot No.5-18, Sector-6,
Dronagiri,
Navi Mumbai – 400707.

AND

THEIR WORKMEN.

Party No.2 **(Transport and Dock Workers' Union)**
The Secretary,
Transport and Dock Workers' Union,
P.D' mello Bhawan, P.D' mello Road,
Carnac Bunder,
Mumbai- 400038.

APPEARANCES:

Management	:	Mr. G.S. Desai
		Advocate
Workmen	:	Absent.

AWARD

(Delivered on 10-10-2025)

1. This Reference has been made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, vide Government of India, Ministry of Labour & Employment, New Delhi, order No. L-34025/01/2018 (IR(B-II) dated 13.12.2018. The terms of reference given in the schedule are as follows:

“Whether the action of the management of M/s. Orient Freight Services, Mumbai, a contractor employed by M/s. APM Terminals India Pvt. Ltd., Container Freight Department, Mumbai, the Principal Employer, in retrenching Shri Sumit C. Patil and 98 others, cargo handling workmen, employed at its Container Freight Station at JNPT with effect from 05.02.2018 is just and proper? If not, what relief the workmen concerned are entitled to?”

2. The case is called out today. The Learned Counsel for the First Party No.2 Mr. G.S. Desai is present before the Court, but none is present on behalf of the petitioner. From perusal of record, it is apparent that, the petitioner is not responding and attending the Court since 01.04.2020 i.e., more than four years. Although, Statement of Claim and Written Statement have been filed by the parties respectively, but the petitioner has not filed any evidence to prove his case. One application dated 09.02.2024 has been moved by the First Party for withdrawal of the case. No objection has been filed by the petitioner against this application. The petitioner has not come to the Court since long back. It appears that, the petitioner is not interested to contest the case furthermore. The claim of the petitioner is not proved. So, the case is closed.

Hence, it is ordered.

ORDER

The action of the management of M/s. Orient Freight Services, Mumbai, a contractor employed by M/s. APM Terminals India Pvt. Ltd., Container Freight Department, Mumbai, the Principal Employer, in retrenching Shri Sumit C. Patil and 98 others, cargo handling workmen, employed at its Container Freight Station at JNPT with effect from 05.02.2018 is just and proper. The workmen are not entitled to any relief.

Date: 10-10-2025

Justice SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 4 दिसम्बर, 2025

का.आ. 2136.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अखिल भारतीय आयुर्विज्ञान संस्थान (एम्स)के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय नं. II, नई दिल्ली के पंचाट (आई डी नम्बर 114/2021) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/11/2025 को प्राप्त हुआ था।

[सं. एल-20013/01/2025-आईआर(सी. एम-1)]

सलोनी, उप निदेशक

New Delhi, the 4th December, 2025

S.O. 2136.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**ID No. 114/2021**) of the **Central Government Industrial Tribunal-cum-Labour Court NO.II, New Delhi** as shown in the Annexure, in the industrial dispute between the Management of **All India Institute of Medical Science(AIIMS)** and their workmen, received by the Central Government on **27/11/2025**

[No. L-20013/01/2025 – IR (CM-I)]

SALONI, Dy. Director

ANNEXURE

BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM – LABOUR COURT NO. II, NEW DELHI

I.D. No. 114/2021

Sh. Omprakash vs. A.I.I.M.S.

Sh. Om Prakash, S/o Late Sh. Bihari Lal,

R/o Village Sharanwas, Ward No.-06,

District & Tehsil Rewari, Haryana-123401.

...Applicant/Claimant

Versus

Dr. D.K. Sharma, Medical Superintendent,
All India Institute of Medical Science (A.I.I.M.S.),
 Ansari Nagar, New Delhi-110029.

...Management/respondent

Counsels:

For Applicant/ Claimant:

Sh. B.K. Sharma, Ld. AR.

For Management/ Respondent:

Sh. Kautilya, Ld. AR.

AWARD**06.11.2025**

1. In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India, through the Ministry of Labour and Employment, vide its Order No. F. No. ND. 96 (20)/ID (2A) 2021-DY. CLC dated 27.05.2021, has been pleased to refer the following dispute between and for adjudication by this Tribunal in the following terms:

“Whether the action of the management of AIIMS to terminate the services of Shri Om Prakash illegally without any reasonable grounds is correct, if not what other relief he is entitled to?”

2. The facts disclosed in the claim statement reveal that this is a second round of litigation, the first having been filed before the State Labour Court, whereindespite the management raising an objection regarding lack of jurisdiction, the claimant did not withdraw the claim and proceeded with the matter. The claim was ultimately dismissed vide order dated 27.03.2014. The claimant then preferred a writ petition before the Hon’ble High Court, W.P.(C) No. 996/2015, challenging the said award. The High Court dismissed the petition, holding that the claim suffered from delay and laches, it was not a case of retrenchment but of non-renewal of a contract upon expiry and since the workman had not completed 240 days in the year prior to his termination, and he was not entitled to retrenchment compensation. The Court, therefore, rejected his claim for reinstatement with full back wages. Thereafter, the claimant preferred a Special Leave Petition before the Hon’ble Supreme Court which was dismissed *in limine*.

3. Subsequently, the claimant approached the Central Labour Commissioner for conciliation, stating that he had earlier chosen the wrong forum lacking jurisdiction. In his fresh claim statement, he asserted that he was appointed with effect from 01.07.1990 as a “Nursing Orderly” through the employment exchange (Reg. No. RMR-2767/90, R.K. Puram) and worked as a Ward Attendant for five years, up to 31.03.1995, with commercial breaks. The periods of his alleged engagement are as under:

Sl. No.	Date of Engagement	Date of Disengagement	Total Days Worked
1	01-07-1990	30-09-1990	92
2	04-10-1990	31-12-1990	89
3	01-01-1991	31-03-1991	45
4	04-04-1991	30-06-1991	88
5	01-08-1991	30-09-1991	61
6	11-01-1992	30-03-1992	80
7	10-04-1992	31-07-1992	113
8	01-10-1992	31-12-1992	92
9	01-10-1993	31-12-1993	92
10	01-01-1995	31-03-1995	90
Total			885

4. The claimant states that he was disengaged as a casual labourer on 31.03.1995. According to him, thousands of daily wage employees recruited during that period were regularised by AIIMS after being granted temporary status

(Ref. Memo dated 28.07.1999), but he was excluded despite being similarly placed. He narrates having made numerous representations since 10.10.1995 to the management, the Ministry of Health and Family Welfare, the Regional Commissioner, the SC/ST Commission, MLA, speaker etc. He relies particularly on the Ministry of Health and Family Welfare's recommendation dated 02.03.2000 (F. No. 06/Health-P/99-SSW-II) for his re-appointment, which AIIMS declined on the ground that he had already served for five years and had become overage for absorption. Therefore, the claimant seeks directions to the management for payment of back wages from the date of alleged illegal termination till the date of retirement, with interest.

5. The claimant also assailed the award dated 27.03.2014 passed by the labour court, opposing that it failed to consider his total service of 880 days between 01.07.1990 and 30.03.1995 as evidenced by certificates issued by the respondent, that his termination was effected without notice and was thus arbitrary and unlawful, that he was deliberately not informed about the 1997 interview, that his candidature was wrongly rejected in 1999 on the ground of overage, and that his case warranted sympathetic consideration, being from a weaker section and having family responsibilities.

6. In response, the management submitted its written statement asserting that the claimant, Sh. Om Prakash, was employed as a hospital attendant on a daily wage basis in the Main Hospital during intermittent spells between 01.07.1990 and 31.03.1995, performing in total 880 days of service over several intermittent periods. It is submitted that in no calendar year to the last engagement the claimant had served 240 days of continuous service as explained in Section 25(B)(2) of the Industrial Disputes Act, 1947, and during the twelve months immediately before 31.03.1995, he had actually worked only 90 days. The management stated that no break in his service by reason of any situation in Section 25(B)(1) like illness, sanctioned leave, accident, judicial strike or lock-out not traceable to the workman. On this premise, the management opposes that the statutory requirement of continuous service is not met, and therefore, no right to regularization or re-employment arises in favour of the claimant.

7. It is also asserted that in August 1995 the Institute made a policy decision that no new individuals would be employed on daily wages and only those persons who were already in service on the cut-off date would be kept. Any further engagement would be done from among individuals who had worked earlier in the Institute. This policy was also maintained by the Hon'ble High Court of Delhi on 02.02.1999, because the claimant was not in contract on the date of cut-off, he had no benefit under it. The contention made by the claimant that the act of the management was discriminatory and against Articles 14 and 16 of the Constitution are met with denial, the management arguing that the record itself shows that the service of the claimant was intermittent, and that even assuming the collective days worked as pleaded, the failure to complete 240 continuous days of continuous service in any single year renders him ineligible for the relief sought.

8. The management contradicts the claim that juniors to the claimant were hired or recommended for employment while the claimant himself was denied. It is asserted that no documentary evidence has been provided to support that the individuals mentioned such as Sh. Giri Raj, Sh. Dai Chand, Sh. Bhupender, and Sh. MukutBihari were in a similar position. Even if suggestions had been given by the Medical Superintendent or by the Ministry of Health & Family Welfare, the same would not prevail over the statutory eligibility criteria or the recruitment rules framing engagement.

9. In connection with the later recruitment exercise in July 1997, it is alleged that some daily wage posts fell vacant in the Sanitation Department against leave vacancies, applications were sought, and the claimant applied. On closer examination, however, he was proven to be two and a half years overage even after taking advantage of the admissible age relaxation of five years granted in favour of Scheduled Caste candidates. Being born on 10.03.1962, his candidature was not accepted as per the recruitment rules prevailing at the time. This, in the view of the management, was a case of scrupulous compliance with terms of eligibility and had no chance of arbitrariness.

10. Another pre-preliminary objection taken by the management is that the current proceedings stand barred by the doctrine of *res judicata* under Section 11 of the Code of Civil Procedure, 1908. The same cause of action and questions, it is submitted, have been directly and substantially in question between the parties in previous proceedings before the proper forums and have been determined against the claimant. In the initial round of litigation, W.P.(C) No. 40/2002 filed with the Hon'ble High Court of Delhi against his rejection for re-engagement on the basis of being overage was rejected on 07.01.2005. Subsequently, ID No. 542/2010 with the Labour Court, Karkardooma, was rejected on 27.03.2014, declaring that the workman is not eligible for any relief. The claimant then approached the Hon'ble High Court again in W.P.(C) No. 996/2015 seeking reinstatement, which too was dismissed on 22.04.2015. The management asserts that these decisions attained finality and conclusively adjudicated the matter, and that the present proceedings are nothing but an attempt to re-litigate an issue already settled on merits.

11. It is argued that the rule of *res judicata* is in pursuit of imparting finality to judgments and has the effect to preclude a second suit or action where the matter directly and substantially in controversy has already been adjudicated between the same parties, or those under whom they claim, by a court capable of trying the subsequent case. As the prior judgments already established the claimant's right and qualification, the same cannot be reopened.

12. Effectively, the management asserts that the claimant's employment was never continuous under the statutory requirement; that he was not in service on the cut-off date for the 1995 policy nor was he eligible in the 1997

recruitment exercise on account of overage; that discriminatory or selective regularisation allegations lack foundation; and that consecutive rejection by the courts of his claims illustrates that the current dispute lacks merit and is barred in law. On these grounds, the management prayed for dismissal of the claim.

13. It is also important to mention here that, as per the record from the Labour Commissioner, Assistant Labour Commissioner, Ms. Sakshi Chugh, while dealing with the claim of the claimant, has opined that further reference for adjudication in the present dispute is against the principle of *res judicata*, as enunciated by the Hon'ble Supreme Court in the matter of **Chairman and Managing Director, The Fertilizers and Chemicals Travancore Ltd. & Anr. vs. General Secretary FACT Employees Association & Ors. (Civil Appeal No. 3803/2019)**, considering the fact that matter has attained finality after the dismissal of the SLP preferred by the claimant against the order of the Hon'ble High Court of Delhi. However, despite this, the matter has been referred to this Tribunal for fresh adjudication on the ground that the Central Government is the appropriate authority.

14. Considering the fact that the same matter between the same parties has already attained finality, the principle of *res judicata* is applicable in the present case. Moreover, it would be a waste of time for this Tribunal to allow the matter to be contested again, because of the fact that matter has already been adjudicated before the competent Labour Courts of the Government of Delhi, where this matter was filed earlier. It was the management that raised the objection regarding lack of jurisdiction. However, instead of withdrawing the claim, the claimant preferred to continue the proceedings before the appropriate Court/Tribunal. Therefore, he has assumed the jurisdiction of that Court. Moreover, if the petition is allowed to continue, the evidence would be the same which had been led before the earlier Courts/Tribunal. Entertaining the same dispute again would amount to waste of the valuable time of this Tribunal.

15. In view of the above discussion, claim is not maintainable as it is barred by the principles of *res judicata*. Hence, claim stands dismissed. Award is passed accordingly. A copy of this award is sent to appropriate government for notification under section 17 of the I.D. Act. File is consigned to record room.

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 4 दिसम्बर, 2025

का.आ. 2137.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार चाइना सदर्न एयरलाइंस कंपनी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार आद्योगिक अधिकरण - सह - श्रम न्यायालय नं. II, नई दिल्ली के पंचाट (आई डी नम्बर 112/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/11/2025 को प्राप्त हुआ था।

[सं. एल-20013/01/2025-आईआर(सी. एम-1)]

सलोनी, उप निदेशक

New Delhi, the 4th December, 2025

S.O. 2137.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**ID No. 112/2014**) of the **Central Government Industrial Tribunal-cum-Labour Court NO.II, New Delhi** as shown in the Annexure, in the industrial dispute between the Management of **China Southern Airlines Co.Ltd.** and their workmen, received by the Central Government on **27/11/2025**.

[No. L-20013/01/2025 – IR (CM-I)]

SALONI, Dy. Director

ANNEXURE

BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM – LABOUR COURT NO. II, NEW DELHI

ID No. 112/2014

Sh. Nitin Kohli

R/o- Flat No. 96, Priyadarshni Apartment,

A-4, Paschim Vihar,

New Delhi-110063.

...Applicant/Claimant

Versus

1. **Mr. Chen Yong Guang, General Manager-India,**
China Southern Airlines Co. Ltd.,
118, New Delhi House,
27, Barakhamba Road,
Connaught Place, New Delhi.
2. **Mr. Yan Cheng Ming, Station Manager,**
China Southern Airlines Co. Ltd.,
IGI Airport-Terminal-3, New Delhi.

...Management/Respondents

Counsels:

For Applicant/ Claimant:

None.

For Management/ Respondent:

None.

AWARD

06.10.2025

1. This is an application **under section 2A of the Industrial Disputes Act, 1947 (hereinafter referred to as “the Act”)** filed by the claimant stating that he was appointed by the management as Assistant Station Manager on 01.09.2009 and posted to IGI Airport Terminal-3. He worked with the management diligently and honestly and sincerely to the entire satisfaction of the managements and has never given any chance for complaint. He was illegally terminated on 21.01.2014 without assigning any reason which is a violation of section 25F of the ID Act. He has gone to the conciliation officer. During the course of conciliation before ALC, Delhi on last date i.e. 07.11.2014, management fraudulently and mischievously produced fabricated documents and obtained false complaints against him. Hence, he filed the present claim with the prayer that he be reinstated with full back wages.
2. Management has filed the reply/written statement. He has taken various preliminary objections, stating that claimant is not the “workman” within the provision of the Industrial Disputes Act; present case is not maintainable, as the respondent does not fall under the definition of “management” within the Act; present claim is not maintainable as there is no industrial disputes arises; present claim is not maintainable as the services of the workman was terminated in accordance with the terms and conditions stipulated in the appointment letter dated 26.08.2009. He further submitted that the last drawn salary of the workman was Rs. 45,000/- per month. He submitted that a lot of complaints received against the claimant regarding his behavior. He submitted that claim be dismissed.
3. After completion of the pleadings vide order dated 01.07.2015, following issues have been framed:
 - (I) Whether claimant is workman as per provisions of section 2(s) of the ID Act? If so, its effect?
 - (II) Whether there is industrial Disputes between the parties under the provisions of Industrial Disputes? If so, its effect?
 - (III) Whether the services of Sh. Nitin Kohli were illegally terminated by management? If so, its effect?
 - (IV) Whether the workman Sh. Nitin Kohli was not gainfully employed after alleged termination of him/after leaving services of the respondent as alleged by management? If so, its effect?
 - (V) Whether the workman is entitled to be reinstated with full back wages and all consequential benefits alongwith cost?
4. Matter is listed for cross-examination of the workman. Despite repeated opportunities, no one appeared on behalf of the management to cross-examine the workman.
5. I have gone through the record and found that, this case has been listed for arguments since 02.07.2025, on the maintainability of the claim, in view of the preliminary objections raised by the management regarding status of the workman. According to the management, claimant does not fall within the definition of the “workman” as defined **under section 2(s) of the Act**. However, since July, 2025, claimant was given three opportunities to advance his argument for clarification on the maintainability of his claim, but he is not appearing for arguing the matter, even today, after availing three opportunities.

6. It is also the matter of fact that the claimant has tried to amend the claim after framing of issues, by stating that he was designated as an Assistant Station Manager, however, the designation of manager was merely a Sham or Camouflage. He was having no managerial, administrative or supervisory powers and was a workman within the meaning of Section 2(S) of the ID Act. His application was rejected by this Tribunal, so, the claimant cannot say that he was not the Assistant Station Manager at that time.

7. To invoke the jurisdiction of this tribunal, first the claimant has to assert that he was a workman within the definition of Section 2(s) of the Industrial Disputes Act, 1947. Section 2(s) is required to be reproduced herein:

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.]

8. Definition of the workman as provided U/s 2(s) is wide enough to include any person as workman in respect of his earning; however, section has itself carved out the exception as Clause-(i), (ii), (iii) and (iv). Clause-(iii) specifically debarred the person, claiming to a workman if he is employed mainly in a managerial or administrative capacity.

9. In this regard, the appointment issued on 26.08.2009 is important. In the said appointment letter, it has been mentioned that claimant was appointed by the management as **Assistant Airport Manager, at IGI Airport Terminal-II, New Delhi-110037**. He was given the salary of **Rs. 40,000/-** per month. It was also mentioned in his salary slip that he can be terminated any time on 7 days notice on either side.

10. In the order dated 17.04.2025, he himself admitted in response to the court query that he had completed his Master's degree in Tourism Management in 2006 and his job was to manage the affairs at the site. He also stated before this Tribunal that he had been supervising three employees at that time.

11. All these facts establish that the claimant is not the “workman” as defined under section 2(s) of the ID Act. Hence, his claim stands dismissed. Award is passed accordingly. A copy of this award is sent to the appropriate government for notification as required under section 17 of the I.D Act, 1947. Record of this file is consigned to record room.

ATUL KUMAR GARG, Presiding Officer

Date: 06.10.2025

नई दिल्ली, 4 दिसम्बर, 2025

का.आ. 2138.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन एल सी लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, चेन्नई के पंचाट (सन्दर्भ संख्या 52/2022) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/11/2025 को प्राप्त हुआ था।

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

सलोनी, उप निदेशक

New Delhi, the 4th December, 2025

S.O. 2138.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Reference.I.D.No.52/2022) of the Central Government Industrial Tribunal-cum-Labour Court, CHANNAI as shown in the Annexure, in the industrial dispute between the Management of NLC Ltd, and their workmen, received by the Central Government on 27/11/2025.

[No. L-22013/01/2025 – IR (CM-II)]

SALONI, Dy. Director

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL- CUM - LABOUR COURT
CHENNAI

ID No. 52/2022

Present: SUSHIL KUMAR, PRESIDING OFFICER

Date: 28-10-2025

Sh. K. Balu,

S/o Kanagaraj,

240, Navalar Street,

Block-21, Neyveli,

Cuddalore, Tamil Nadu – 607 807

:

1st Party/Petitioner

AND

1. The Managing Director

Tentacle Square Squads Pvt. Ltd.

MIG-306, TNHB, Phase-II, 3rd Main Road

Nolambur, Chennai 600037

:

First Respondent

2. The General Manager

M/s. NLC India Limited

Township Administration

Neyveli – 607801

:

Second Respondent

Appearance:

For the 1st Party/Petitioner

:

None

For the Respondent No.2

:

M/s. N. Nithianandam

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. 01/23/2021/PDY/ADJ/A1 dated 30.06.2022 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the claim of Shri K. Balu alleging termination of employment w.e.f. 18.08.2020 by the management of Tentacle Sequare Squads P Ltd (NLC Contractor) is legal and justified? *If not, to what relief the workman is entitled to?*”

2. On receipt of the above reference dated 30.06.2022 from the appropriate Government, the dispute was registered as ID No. 52/2022 and due notices were issued to both the parties for their appearance fixing the case to 01.09.2022. Neither the Petitioner nor any Counsel / Authorized Representative turned up resulting further adjournments to 17.10.2022, 28.11.2022, 01.02.2023, 22.03.2023, 01.06.2023 and 02.08.2023. The Petitioner did not turn up whereas the Second Respondent filed Vakalat Nama. It reveals from the body of reference that while the appropriate Govt. sent the reference dated 30.06.2022 to this Tribunal for adjudication, copies of the reference were sent to the Petitioner and all the opposite parties. It is therefore well presumed that both parties must have received the reference. Even then, in the interest of justice, the Petitioner was once again directed to appear and to file claim statement fixing the case to 15.07.2025 and 25.08.2025. The Petitioner did not turn up nor was any authorized representative of the counsel on his behalf present. The claim statement was not furnished in any manner by the Petitioner. The R1 was not present, whereas R2 was present. It reveals the Petitioner, despite of sufficient opportunity choose not to appear or to file claim statement and documents.

3. In the circumstance it deems proper not to re-list the case for the same purpose to any other date which would be wastage of the valuable time of this Tribunal. The case was reserved for Final Order.

4. In view of the discussion held supra, it is crystal clear that the petitioner has got no interest to proceed with the case. Thus, the Tribunal is not in a position to adjudicate the dispute as referred by the Appropriate Government, as there exists no Industrial Dispute for adjudication as per the reference.

5. In the result the reference is answered against the petitioner.

An Award is passed accordingly.

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 4 दिसम्बर, 2025

का.आ. 2139.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन एल सी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, चेन्नई के पंचाट (सन्दर्भ संख्या 46/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/11/2025 को प्राप्त हुआ था।

[सं. एल-22012/30/2014-आईआर(सी. एम-II)]

सलोनी, उप निदेशक

New Delhi, the 4th December, 2025

S.O. 2139.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Reference.I.D.No.46/2014) of the Central Government Industrial Tribunal-cum-Labour Court, CHANNAI as shown in the Annexure, in the industrial dispute between the Management of NLC Ltd, and their workmen, received by the Central Government on 27/11/2025.

[No. L-22012/30/2014 – IR (CM-II)]

SALONI, Dy. Director

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL- CUM – LABOUR COURT, CHENNAI**

Date: 18-11-2025

Present: SUSHIL KUMAR-II,

PRESIDING OFFICER

I.D. No.46/2014

BETWEEN

Jeeva Oppandha Thozhilalar Sangam,

Rep. by its General Secretary,

D-13, Mahatma Gandhi Road,

Block-24, Neyveli-607 801.

: 1st Party/ Petitioner

AND

1.The Chairman-cum-Managing Director

M/s. NLC Limited, Corporate Office,

Neyveli-607 801.

2. The General Secretary,

Builders Association of India,

No.104, MRK Salai, Indira Nagar,

Neyveli-607 801.

3. The General Secretary

NLC Contractor's Association,
No.46, PTR Mannan Nagar,
Gandhi Gram Post,
Neyveli-607 801.

4. HOWSICOS

Represented by its Managing Director,
Respondent / proposed
Opp.to TPS-I
Neyveli-607 807.

5. Industrial Co-operative Service Society Ltd,

Rep. by its Managing Director,
(shortly INDCOSERVE), Old CMC Complex,
Opposite to TPS-I
Neyveli-607 807.

2ⁿ Party/Respondents**Appearance:**

For the 1st Party/ Petitioner : M/s.V.Ajoy Khose, Advocates
For the 2nd Party/ Respondent No.1 : M/s. N.A.K.Sarma, Advocates
For the 2nd Party/ Respondent No.2 : None
For the 2nd Party/ Respondent No.3 : None
For the 2nd Party/ Respondent No. 4 & 5 : M/s. T.S.Gopalan, Advocates

The Central Government, Ministry of Labour & Employment vide its Order No.L-22012/30/2014-IR(CM-II) dated 03-06-2014 referred the following Industrial Dispute to this Tribunal for adjudication:-

2. The schedule mentioned in that order is:

“Whether the demand of the unions in demanding maximum Bonus of 20% and ex-gratia from the management of M/s. NLC Ltd., is legal and justified? If not, to what relief the workmen are entitled to?”

3. The substance of the claim petition is that the II Party/Management maintains two different conditions of service in the matter of pay and allowances. After the year 2005-06, the Respondent is paying minimum bonus @ 8.33% restricted to salary ceiling and payment ceiling and announced small amount of ex-gratia and it was revised and increased year to year and the minimum bonus @ 8.33% is restricted for payment ceiling upto Rs.3,500/-. Therefore, it is alleged that the Respondent has committed large scale disparity in payment of bonus and incentives between the regular employees and contract employees.

4. The 1st Party/Petitioner union had made a demand vide letter dated 08.11.2013 requesting to pay bonus and incentives to contract labourers at par with the regular employees. The Assistant Labour Commissioner (Central), Puducherry and the conciliation officer took up the said dispute for conciliation.

5. The II Party/Management came up with a plea that any demand for payment of bonus has to be made only to the contractors, who are the immediate employers of the contract labourers. While the number of contract labourers employed by the II Party/Management has out numbered, the regular workers belonging to labour and non-executive category. The contract labourers are doing the same work as that of regular employees. Therefore, contract labourers are not only entitled to same wages and allowances and other benefits on the ‘principle of equal pay for equal work’ but also bonus and incentives at par with regular employees and failure to extend the same is amounting to violation of Article 14,16 and 21 of the Constitution of India.

6. The Petitioner union pleads that this Tribunal may be pleased to pass an Award holding that demand of 1st Party/Union for payment of maximum bonus of 20% and ex-gratia for the contract labourers from the II Party/Management is legal and justified and consequently, direct the II Party/Management to pay maximum bonus of 20% to the contract labourers without reference to the salary ceiling and payment ceiling and ex-gratia amount so as to make bonus and ex-gratia equal to the QPPR and PLI as given to regular employees and also to pay bonus and incentives to the contract employees in future on par with the regular employees.

7. The Respondent in its reply stated that 1st Party Union has no *logus standi* to maintain the industrial dispute, since it is settled legal position in service jurisprudence that payment of bonus to an individual is a personal dispute. The case of each individual would be different and it may not be identical and depends on its own facts and circumstances of the case, then the concerned individual can raise dispute regarding bonus and other allowances.

8. The contract workers are not employees of the II Party/Corporation. The employer of the contract workers are their respective private contractors. So any claim for bonus and other entitlements has to be made to the respective contractor /employer. The Respondent Corporation is not the employer of the contract workers.

9. It is further stated that none of the regular employees of the II Party/Management fall within the ambit and scope of the provisions of Payment of Bonus Act, 1965 for the reason that no employee satisfies the condition of wage ceiling prescribed u/s.2(13) of the Bonus Act, 1965. The II Party is not paying any bonus in terms of Bonus Act, 1965 to its employees. Similarly, no amount towards ex-gratia are paid to regular employees.

10. The Respondent further stated that the II Party/Management engaged private contractors for executing various types of work for which purpose contractors engaged contract workers. The respective private contractors are employers of the contract workers and have their own common code allotted by the PF authorities and the contract workers are paid wages by the respective contractors.

11. The Respondent further stated that regular workers of the II Party/Corporation and contract workers do not perform the same work. The nature of work is entirely different and their work are not permanent in nature. Therefore, the contract workers are not entitled to receive bonus @ 20% and ex-gratia.

12. The Respondents No.4 & 5 stated in the reply statement that they supplied all manpower for housing keeping services and service in maintenance of work inside the factory and mines area respectively and no demand has been made against the 4th & 5th Respondents. Therefore, they pleaded that the dispute raised against the 4th & 5th Respondents are liable to be dismissed as not maintainable.

13. In the rejoinder, the Petitioner Union has stated that 50% of labourers are members of the 1st Party Petitioner union. The Hon'ble High Court of Madras has already given a direction for absorption of contract labourers based on their seniority with reference to their membership in INDCOSERVE society.

Witnesses Examined:

For the First Party Petitioner : WW1 Shri K.Venkatesan

For the 2nd Party/Management : MW1 Shri C.Thiagaraju, General Manager, HR

Documents Marked:

On the Petitioner's side:

Ex.No.	Date	Description
Ex.W1	05.09.2013	Minutes of Understanding between NLC and recognized unions
Ex.W2	08.11.2013	Representation given by 1 st Party Union
Ex.W3	10.02.2014	Remarks filed by II Party Management before ALC(Chennai)
Ex.W4	25.02.2014	Failure report
Ex.W5	03.06.2014	Order of reference
Ex.W6	-	Form E and membership Register
Ex.W7	-	Resolution and Bye law of I Party Union
Ex.W8	28.02.2007	Award in ID No.306/2004
Ex.W9	13.08.2007	Payment of monthly wages increased by II Party
Ex.W10	07.09.2007	Order issued by II Party/Management
Ex.W11	10.09.2007	Order issued by II Party/Management
Ex.W12	10.09.2007	Order issued by II Party/Management
Ex.W13	18.10.2007	Order issued by II Party/Management

Ex.W14	20.09.2007	Order issued by II Party/Management
Ex.W15	28.09.2007	Order issued by II Party/Management
Ex.W16	20.11.2007	Order issued by II Party/Management
Ex.W17	22.01.2008	Letter given by Mr.Venkatesan under RTI Act to II Party
Ex.W18	05.04.2008	Reply given by II Party
Ex.W19	25.11.2014	12(3) Settlement
Ex.W20	07.05.2002	Order issued by the II Party/Party No.1 increasing the rate of daily minimum wages with effect from 1.2.2002
Ex.W21	29.05.2008	The order issued by the II Party/Party No.1 regarding payment of bonus to the contract workmen
Ex.W22	13.10.2008	The order issued by the II Party/Party No.1 regarding payment of bonus to the contract workmen
Ex.W23	05.11.2009	Order issued by the II Party/Party No.1 for payment of Rs.500/- as a goodwill amount to the contract workmen
Ex.W24	29.10.2010	Order issued by the II Party/Part No.1 regarding payment of ex-gratia/bonus and advance to the contract workmen
Ex.W25	30.10.2010	12(3) settlement regarding revision of wages and other conditions of service to the contract workmen
Ex.W26	30.11.2010	Order issued by the II Party/Party No.1 for payment of additional wages to the contract workmen
Ex.W27	26.06.2012	Order issued by the II Party/Party No.1 payment of a lump sum one time pay the contract workmen
Ex.W28	25.11.2015	12(3) settlement regarding revision of wages and other conditions of service to the contract workmen
Ex.W29	26.11.2015	Order issued by the II Party/Party No.1 for payment of minimum bonus, ex-gratia and lump sum amount
Ex.W30	03.01.2015	The order issued by the II Party/Part No.1 notifying the revised daily rated wages to the contract workmen
Ex.W31	23.01.2015	Appointment order issued by the II Party/party No.1 to one of the contract workmen who was absorbed into the services of the II Party/party No.1
Ex.W32	21.05.2015	Order issued by the II Party/Party No.1 for part payment of new performance linked incentive to the regular unionized category workers
Ex.W33	28.05.2025	Balance sheet for the year 2012-13
Ex.W34	-	Chart showing the 10 years physical performance of the II Party/Party No.1
Ex.W35	-	Chart showing the 10 years financial performance of the II Party/Part No.1
Ex.W36	16.06.2008	12(3) settlement regarding revision of wages and other conditions of service of the contract workmen
Ex.W37	27.10.2009	12(3) settlement with regard to quarterly plant performance award
Ex.W38	23.10.2013	Order introducing new performance linked incentive to the regular unionist workers
Ex.W39	30.03.2015	12(3) settlement with regard to revision of OPPI and NPLI
Ex.W40	-	Log Sheet

Documents Marked:On behalf of Respondent/Management

Ex.No.	Date	Description
Ex.M 1	2011	Claim Statement filed in I.D.No.24 of 2011 by I Party (disposed of).
Ex.M 2	08.07.2012	Proof Affidavit of Mr.Venkatesan, General Secretary of Jeeva Oppanda Thozhilalar Sangam in I.D.No.24 of 2011 (disposed of).
Ex.M3	29.05.2008	Circular No.CORP/P&A/709/0931/2008 issued by NLC relating to payment of statutory bonus and ex-gratia to contract workmen engaged by Contractors.
Ex.M4	24.06.2008	Award in ID No.58 of 2002
Ex.M5	16.09.2009	Award in ID No.81 to 99 of 2005
Ex.M6	04.09.2010	Memorandum of Settlement under Sec. 12 (3) of Act, 1947 entered into between Management of NLC and the recognized Unions of NLC.-
Ex.M7	06/17.09.2012	Cross Examination of Mr. Venkatesan, General Secretary of Jeeva Oppanda Thozhilalar Sangam in I.D.No.24 of 2011 (disposed of).
Ex.M8	11.04.2013	One of Notice Inviting Tender and the Letter of Award of Contract issued by NLC.
Ex.M9	09.10.2013	Circular No.CORP/HR/709/0931/2013 of NLC relating to payment of statutory bonus to contract workmen engaged by Contractors.
Ex.M10	18.10..2013	Circular No.CORP/HR/709/8051/2013 of NLC relating to payment of ex-gratia to 1 contract workmen engaged by Contractors.
Ex.M11	18.03.2014	Award in I.D No.24 of 2011
Ex.M12	30.09.2015	Wage slip for the month of Sept 2015 as last grade of the Corporation

14. Heard the learned counsels appeared on either side and perused the records. The question that arises for consideration is whether the contract labourers is entitled to get maximum bonus @ 20% of the salary/wages and ex-gratia?

15. The Payment of Bonus Act, 1965 provides statutory rights to employees to claim bonus. The minimum bonus as per section 10 of the Act is payable to @ 8.33% and as per section 31A of the Act, it shall not exceed 20% of salary/wages of the employee.

16. The Contract Labour (Regulation & Abolition) Act, 1970, provides for registration and licensing in case one employs more than 20 contract labourers in the organization. This Act also provides various rights to the contract labourers such as to get wages, overtime wages and allowances, according to Minimum Wages Act. Section 8 of the Contract Labour (Regulation & Abolition) Act, 1970, provides that any employee who has worked for 30 days or more shall be entitled to get bonus from the employer. Now the question arises is that who is liable to pay bonus and ex-gratia to contract labourers. Admittedly, the Respondent is paying bonus to the contract labourers also @ 8.33%, but, the Claimant union claims that bonus to be paid @ 20% along with ex-gratia.

17. In the case of J.K.Ginning & Pressing Factory Vs. P.O Second Labour Court, Akola & Others, where the factory had employed 10 seasonal workers and the question arose as to their eligibility for bonus, wherein the Hon'ble Bombay High Court held that Act does not exclude such seasonal workers. In the case of Arun Mills Ltd. Vs Dr.Chandra Parshad C.Trivedi (1976) 32 FLR 323, it was held that employees working on a part-time basis are eligible for bonus. In light of the above judgements, it may be concluded that contract labourers also entitled to get bonus. Simply the question remains who is liable to pay bonus to contract labourers.

18. In the case of Cominco Binanao Zinc vs Pappachand (1989) 1 LLJ 452, a factory had hired contract labourers to run the management canteen. The dispute arose regarding payment of bonus to contractual labourers, wherein the Hon'ble Kerala High Court held that contractual labour does not become employee of the company merely because they were managing canteen on behalf of the management and as per section 21(4) of the Contract Labour (Regulation & Abolition) Act, 1970, principal employer is liable to pay arrears of wages, however, wages do not include gratuity and bonus and thus, held that principle employer cannot be held to be liable to pay bonus to contract workers.

19. In the case of Kerala State Civil Supplies Corporation Vs Industrial Tribunal (2007) (I) KLJ 522, the Appellant a PSU had hired contractual labour and no bonus was paid to these workers on the ground that Bonus Act does not include contractual labour. The Hon'ble Court held that workers do not fall within the definition of employees under the Bonus Act.

20. In the case of Shachindra Kumar Vs. State of Karnataka (2013) LLR 595 (Kar HC), where the labour department penalized the factory on the ground that contractual labour was not paid bonus equal to regular employees of the company. In this case, the contract labourers were paid minimum bonus as per section 10 of the Payment of Bonus Act. The labour department demanded that contract labour should be paid bonus at par with the regular employees as per provisions of section 11 of the Act. The Hon'ble Court held that contract labour cannot be treated on par with the regular employees for the purpose of payment of bonus and the Court quashed the proceedings against the factory and stated that when contract labourers are not employees as defined under Payment of Bonus Act, there is no obligation on the part of the employer to pay bonus on par with the regular employees.

21. Thus, the above judgements clearly describe that contractual employees will not be entitled to get bonus from the II Party /Corporation. Admittedly, the Respondent company is paying bonus to contract labourers @ 8.33%.

AWARD

As per discussion above, the claim petition filed by the Petitioner Union is liable to be dismissed.

The reference is answered accordingly.

Record be consigned to the record room.

SUSHIL KUMAR-II, Presiding Officer

Copy forwarded to:-

1. Jeeva Oppandha Thozhilalar Sangam,
Rep. by its General Secretary,
D-13, Mahatma Gandhi Road,
Block-24, Neyveli-607 801.
2. The Chairman-cum-Managing Director
M/s. NLC Limited, Corporate Office,
Neyveli-607 801.
3. The General Secretary,
Builders Association of India,
No.104, MRK Salai, Indira Nagar,
Neyveli-607 801.
4. The General Secretary
NLC Contractor's Association,
No.46, PTR Mannan Nagar,
Gandhi Gram Post,
Neyveli-607 801.
5. HOWSICOS
Represented by its Managing Director,
Respondent / proposed
Opp.to TPS-I
Neyveli-607 807.
6. Industrial Co-operative Service Society Ltd,
Rep. by its Managing Director,

(shortly INDCOSERVE), Old CMC Complex,
Opposite to TPS-I
Neyveli-607 807.

7.Guard File . . .

नई दिल्ली, 4 दिसम्बर, 2025

का.आ. 2140.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्लू सी एल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 23/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/11/2025 को प्राप्त हुआ था।

[सं. एल-22012/118/2003-आईआर(सी. एम-II)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 4th December, 2025

S.O. 2140.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 23/2003**) of the **Central Government Industrial Tribunal-cum-Labour Court, Nagpur** as shown in the Annexure, in the industrial dispute between the Management of **WCL** and **their workmen** received by the Central Government on 27/11/2025

[No. L-22012/118/2003 – IR (CM-II)]

Deputy Director/Link officer

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/23/2003

Date: 13.10.2025.

Party No.1: The Sub Area Manager,
Rayatwari Sub area of Western Coalfields
Limited, P. O. Rayatwari,
District Chandrapur – (M.S.)

V/s.

Party No.2: 1. The General Secretary,
Koyla Shramik Sabha (HMS), C/o C.G. Khandre
Near Mahakali Mandir, Chandrapur
Chandrapur (M.S.)
2. Shri. Shyamlal Chittu
3. Smt. Asha W/o Shankar Mondhare
4. Shri. Ravindra Mandhare
5. Shri. Khushal Mandhare

AWARD

(Dated: 13th October, 2025)

In exercise of the powers conferred by Clause (d) of sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of The Sub Area Manager, Rayatwari Sub area of Western Coalfields Limited, P. O. Rayatwari, District Chandrapur – (M.S.) & and the applicant, Shri. Mukhalal Dharmu & others for adjudication No. L-22012/118/2002 (IR(CM-II)) dt. 23.12.2002, with the following issues framed: -

“Whether the action of the management of Mahakali Colliery of Rayatwari Sub Area of WCL, Dist. Chandrapur (M.S.) in converting S/Sh. Mukhalal Dharmu, Shymal Chitu and Shankar Mandhare from loader category to time rate category and fixing their wages at the middle of commensurate category of time rate without giving pay protection of loader wages is legal, proper and justified? If not, to what relief are the workmen entitled and from what date?”

2. On receipt of the reference, parties were noticed to file their respective Statement of Claim and Written Statement. In response to which, the workmen Shri. Mukhalal Dharmu & others filed the Statement of Claim and the management of Western Coalfields Limited (“Party No. 1” in short) filed the Written Statement. Both parties lead respective evidence and cross-examined the witnesses, and filed their written notes of arguments.

Ministry time to time encourages settling the cases pending before the court by means of mediation or by presenting the cases before Lok Adalat. In the present case during the course of argument efforts were made by this court to settle the case in hand. Both the parties after brief discussion agreed to settle the matter amicably. Both parties have settled the dispute in terms and conditions mentioned in the memo of compromise.

Hence, it is ordered.

ORDER

“The reference is answered in favor of the workmen in terms of the settlement mentioned in the memo of compromise. The memo of settlement dt. 13.10.2025 is made part of the award.”

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

BEFORE THE HON'BLE PRESIDING OFFICER, CGIT
CUM LABOUR COURT AT NAGPUR

Case No. CGIT/23/2003

Party No. 1:

The Sub Area Manager

Rayatwari Sub area of Western Coalfields
Limited

P. O. Rayatwari,

District Chandrapur-(M.S.)

//Versus//

Party No. 2:

A) Koyla shramik sabha
B) Shyam Lal Chitlu
C) Asha w/d. Shamkar Mandhare
D) Ravindra s/o. Shamkar Mandhare
E) Ishwari s/o. Shamkar Mandhare

JOINT PURSIS

The Party No. 1 and Party No. 2 named above respectfully
submit as under:

1. The present claim has been preferred by the Party No. 2
Workmen (represented by General Secretary Koyla

Shramic Sabha (HMS)), seeking pay protection after conversion from Piece rated to time rated category as per his statement of claim.

2. That, the case of one of the workmen, i.e., Mr. Mukhlal Dharmu, stands abated due to his demise, and the same is recorded by this Hon'ble Tribunal vide order dated 29.08.2022.
3. The present matter is currently at the stage of Final Arguments of both parties. Further, this Hon'ble Tribunal has advised both parties to explore the possibility of amicable settlement.
4. In view of the above direction, Party No. 1 Management submitted its proposal dated 28.07.2025 along with the calculation sheet reflecting the entitlement of the employees towards full and final satisfaction of all their claims in the present matter strictly in terms of 'Office Memorandum' dated **31.07.2017** which is determined as under -
 - a) Shri Shyamlal Chittu: **Rs. 8,36,451/-**
 - b) Legal heirs of Late Shri Shankar Tanba Mandhare: **Rs. 7,48,417/-**

However, the actual amount would be paid after deduction of the employee's contribution towards PF and Pension.

5. That on 05.08.2025, Party No. 2 (workmen and the Union) accepted the proposal dated 28.07.2025 submitted by Party No. 1 and have agreed to receive the amount reflected in the calculation sheet towards full and final satisfaction of all their claims in the present proceeding. Pertinently, this calculation sheet is also filed on record of this Hon'ble court.
6. It is agreed between the parties that the amounts agreed to be disbursed to the workmen (Party No.2) as above shall be paid by the Party No.1 towards full and final settlement of the claims arising out of the present matter, within 30 days from the date of executing this settlement deed.
7. It is agreed between the parties that the payment due to the Party No. 2 workmen under this settlement shall be disbursed as follows:

In respect of Late Shri Shankar Mandhare, the amount shall be disbursed in the name of his wife, Smt. Asha

Mandhare, which may be apportioned amongst his legal heirs. The other two legal heirs shall not to raise any objection, dispute, or claim in respect of the said payment, now or in the future from the party no 1.

Further, the amount due to Shri Shyamlal Chittu shall be disbursed to him.

8. Prior to such disbursement, the Party No. 1 Management shall deduct and deposit the applicable employee contributions towards the Provident Fund (PF) and Pension Scheme. After deducting the employee's share of PF and Pension, the remaining amount will be paid to the claimants. Also, the difference of Gratuity in view of the revised fixation strictly based on the present calculation will be paid to the claimants.
9. In view of that, the parties have agreed that Party No. 2 shall unconditionally withdraw the present proceedings before this Hon'ble Tribunal and undertake not to file any further case in any court of law in respect of the subject matter and claim herein in future or raise any objection of whatsoever nature to the present settlement either by themselves or through any Union. The parties agree that

this amount is being paid towards full and final satisfaction of all their claims arising in the present case.

10. That, the parties agree that they have entered into this settlement voluntarily, without any coercion, undue influence, or misrepresentation, and that they shall be bound by the terms of this Joint pursis.
11. The Party No. 2 workmen and Legal representatives of Shri Mandhare on record state that they have informed the Union i.e., Koyla Shramik Sabha Chandrapur, through its General Secretary, who is representing them in the present matter about the present settlement. They further state that the Representing Union has no objection for the present settlement. It is agreed between the parties that in the event of any objection being raised by the Union in future regarding the present settlement, all the workmen who are signatory to the present settlement agreement shall keep the management indemnified against any action from any entity including the aforesaid union.
12. It is therefore prayed that the Hon'ble Tribunal may kindly be pleased to pass the appropriate order in terms

of the present Joint pursis containing settlement as amicably arrived at between both the Party No. 1 and Party No. 2.

Hence, this pursis.

Vamsi Krishna Banavath
वरिय प्रबंधक (मा.सं.)
Sr. Manager (P.N.)
रयलवारी उपबन्ध
Rajawari Subbandh
Sr. Manager (HR),
(Party No. 1)

Mr. G. Venkatesh

C.F. Party No. 1

Smt. Asha Shankar Mandhare

Smt. Asha Shankar Mandhare
W/o. late Shamkar Mandhare
(Party No. 2)

Mandhare

Shri Ravindra Shankar Mandhare
Elder Sp. (late Shamkar Mandhare)
(Party No. 2)

Chandru Kant Ichandhe
(Party No. 2)
Kalyan Shramik Sabha
(CHMS)
(Ex- General Secretary)

Nagpur

Date: 13.10.2025

Shri Khushal Shankar Mandhare
Youngest S/O. late Shamkar Mandhare
(Party No. 2)

श्याम लाल चित्तु

Shri Shyamlal Chittu

(Party No. 2)

C.F. Party No. 2

नई दिल्ली, 4 दिसम्बर, 2025

का.आ. 2141.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एचसीसी प्राइवेट लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण -सह - श्रम न्यायालय, चंडीगढ़-II के पंचाट (संदर्भ संख्या 03/2024) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30/11/2025 को प्राप्त हुआ था।

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

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 4th December, 2025

S.O. 2141.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 03/2024**) of **the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh-II** as shown in the Annexure, in the industrial dispute between the Management of **HCC Pvt.Ltd.** and **their workmen** received by the Central Government on **30/11/2025**

[No. L-22013/01/2025 – IR (CM-II)]

Dy. Director/Link officer

ANNEXURE

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

(Presided over by Mr. Kamal Kant).

ID No.03/2024

Registered on:-15.05.2024

Chenab Valley Hydro Power Projects Workers Union, H E Project Sawla Kot Ramban, Ramban, Jammu & Kashmir-182144.

----- Workman

Versus

1. General Manager, NHPC Sawalkot H E Project.
2. Project Manager, M/s HCC Pvt. Ltd. H E Project Sawla Kot Ramban, Ramban, Jammu & Kashmir-182144.

----Respondents

Present:- None for Worker Union.

Sh. Tarun Gupta, AR for respondent no.1.

Sh. Samay, proxy for Ms. Apoorva Kinra, AR for respondent no.2.

Award : 08.09.2025

Central Government vide Notification No.08(29)/2023/RLC/JMU Dated 19.04.2024, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the Project Manager,M/s Hindustan Construction Company, Sawalakote, Tunnel Project, Village Tanger, Post Office Dharmakund, Tehsil and District Ramban-182144 (J&K), contractor and General Manager, NHPC Sawalkote, HE Project, Sawalkote, Tunnel Project, Village Tanger, Post Office Dharmakund, Tehsil and District Ramban-182144 (J&K) not paying retrenchment benefit, leave encashment, payment of bonus to 64 workmen is legal and justified, if not, then to what relief the concerned workman are entitled to and from which date?”

1.After receipt of reference, notice was issued to the parties for 23.07.2024. Respondent no.1 and 2 made appearance through their AR on 23.07.2024, however, no one turned up on behalf of worker union and fresh notices were issued to the worker union on 23.07.2024, 19.11.2024, 05.02.2025 and 15.04.2024 and the matter was fixed for 08.09.2025 for appearance of workman as well as for filing claim statement. However, the notice sent to the worker union received back with remark “refused” and refusal is deemed service as per law. In view of the above, it is presumed that the worker union is not interested in filing any claim statement.

2.In such circumstances, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 5 दिसम्बर, 2025

का.आ. 2142.—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 जबलपुर के पंचाट (93/2014) प्रकाशित करती है।

[सं. एल-12011/233/2001-आईआर(बी-1)]

सलोनी, उप निदेशक

New Delhi, the 5th December, 2025

S.O. 2142.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 93/2014) 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-12011/233/2001- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/93/2014Present: P.K.SrivastavaH.J.S.(Retd.)

Shri Beniram Sahu,
S/o Shri Sukhlal Sahu,
R/o Ward No. 4, Near Sindhipara,
PO. Bemetra,
Distt. Durg (CG)

Workman

Versues

The Dy. General Manager,
State Bank of India,
Zonal Office,
Byron Bazar,
Raipur (CG)

Management

(JUDGMENT)(Passed on this 14th day of October - 2025)

As per letter dated 12/12/2014 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-12011/233/2001 (IR(B-1))** dt. 12/12/2014. The dispute under reference relates to:

"Whether the action of the Management of State Bank of India, Raipur in terminating the services of Shri Beni Ram Sahu w.e.f. 12.08.2000 is justified? If not, to what relief the Workman is entitled for?"

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 was initially appointed as temporary part-time General Attendant with the Bank w.e.f. 20.12.1993 and worked continuously without any break till 12.08.2000. Prior to 1993, he had worked as Badli watchman and waterman with the Bank for intermittent period. He was appointed to the post of General Attendant on the basis of interview in which he has been found suitable. His services were terminated by

Management Bank w.e.f. 12.08.2000. He had worked for more than 240 days in every year and it thus qualified to be permanent employee by the Bank on regular basis. By not granting him permanent status after engaging him as temporary attendant from 1993 to 2000 Bank has adopted unfair labour practice. It is further his case that, he was working as against vacant post and also that, after his disengagement his post was filled by one Shri Ramchandran. According to the Workman, this action of Management Bank is unjust, illegal and arbitrary. He has requested that holding is disengagement against law, he be held entitled to be reinstated with back wages and benefits.

Case of the Management Bank is mainly that, the Workman was engaged on temporary basis as part-time General Attendant vide order dated 20.12.1993. His engagement was contractual on temporary basis. His services were terminated vide letter dated 12.08.2000 after compliance of section 25F of the Act, he was paid Rs. 7084/- as compensation and Rs. 810/- for 12 days service in August. He was also paid an amount of Rs. 1024 towards one month salary in lieu of notice period. The Management has thus requested that, there is no illegality in their action.

In evidence, the Workman has filed and proved his interview letter, appointment letter, salary slips. He has also filed his affidavit as his examination in chief. He has been cross-examined by Management. He has also examined his witness Nakul who is also been cross-examined by Management. Management has filed affidavit of his witness as his examination-in-chief. He has been cross-examined by Workman. Management has proved termination letter dated 12.08.2020, interview letter and appointment letters of different persons with respect to different Branches for the post of part-time Temporary General Assistance.

I have heard argument of Learned Counsel for Workman Mr. Neeraj Kewat. None appeared for Management. I have gone through the record as well.

The reference itself is the issue for determination.

On perusal of record, in the light of arguments it comes out that, the engagement of the Workman by Bank for the period between 1993 to 2000 is not disputed by Bank. According to the Bank they have paid one month salary in lieu of notice and compensation in form of 15 days salary for every year he has worked. **Hence their action in disengaging him is fully legal and justified in law.**

According to workman side, by engaging the Workman as temporary part-time General Assistance Attendant for as many as 7 years, the Bank has adopted unfair labour practice. Unfair Labour practice is defined under Section 2(r)(a) read with Schedule 5(10) of the Act, according to which engaging a person as temporary employee for a long time amounts to unfair labour practice on the part of employee. Hence, by engaging the Workman as temporary and part time worker for about 8 years the Bank is held to have adopted unfair labour practice in the case in hand.

Unfair labour practice is prohibited under the Act and is a punishable offence. Their civil consequences are not mention in the Act, but it does not deny the Courts and Tribunals in adopting the civil consequence of unfair labour practice adopted by employees.

Much time has been lapsed in the case in hand and Workman would have attained the age of superannuation also. **Hence, a lump sum compensation will meet the end of justice in case in hand. Keeping all the facts in view, a lump sum compensation of Rs. 2,00,000/- (Rupees Two Lakhs) to be paid by the Bank to the Workman within 30 days from the date of publication of Award. Failing which interest @6%, in lieu of all his claims will meet the ends of justice in case in hand to which the Workman is held entitled.**

The reference stands answered accordingly.

DATE:- 14/10/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 5 दिसम्बर, 2025

का.आ. 2143.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (55/2018) प्रकाशित करती है।

[सं. एल-12012/28/2018-आईआर(वी-1)]

सलोनी, उप निदेशक

New Delhi, the 5th December, 2025

S.O. 2143.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 55/2018) 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 India and their workmen.

[No. L-12012/28/2018- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/55/2018Present: P.K.SrivastavaH.J.S..(Retd)

1. Shri Narayan Prasad Balmiki,
S/o Shri Deepchand Balmiki,
R/o House No. 77, Tegore Bard,
Grahakota, Sagar (M.P) -470229

Workman

Vs

1. The Regional Manger,
State Bank of India,
Ashok Vihar Colony,
Tili Bard, Sagar,
Dist. Sagar (M.P) – 470229
2. Branch Manager,
State Bank of India,
Branch Garhakota,
tokej choraya garhakota,
Disst. Sagar (M.P) - 470229

Management

(JUDGMENT)(Passed on this 10th day of October, 2025)

As per letter dated 01/11/2018 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-12012/28/2018 (IR(B-I))** dt. 01/11/2018. The dispute under reference relates to:

“क्या प्रबंधन शाखा प्रबंधक, भारतीय स्टेट बैंक गढ़ाकोटा ब्रांच जिला सागर म०प्र० क्षेत्रीय प्रबंधक, भारतीय स्टेट बैंक, क्षेत्रीय व्यवसाय कार्यकाल क्षेत्र ५, अशोक विहार कॉलोनी, तिली रोड, सागर म०प्र० के दुवरा श्री नारायण प्रसाद बाल्मिकी आत्मज श्री दीपचन्द बाल्मिकी, भूतपूर्व दैनिक वेतन भोगी चपरासी संदेशवाहक, को 1.8.1993 से 1.11.2017 तक नियोजित में रखने पश्चात् उसकी सेवाएं 1.11.2017 से समाप्त किये जाने की कार्यवाही नययोचित है? यदि नहीं तो, सम्बंधित आवेदक किस अनुतोष के हकदार है?”

Case of the workman is mainly that, he worked with the Bank from 01.08.1993 to 30.11.2017 continuously as a Peon/Messenger, his services were dispensed with by the Bank without any notice or compensation which is unjust, illegal and arbitrary.

The **case of management** is that the applicant never worked continuously at any point of time and did not complete 240 days in any year, he was disengaged by Bank and just to avoid complications was paid notice pay and compensation as provided under **Section 25-F of The Industrial Disputes Act, 1947** [in short 'the Act'].

Both the sides have filed their respective affidavits as their Examination-in-chief, they have been cross-examined by opposite party, they have filed and proved documents also, to be referred to as and when required.

I have heard argument of the Learned Counsel for workman Mr. Rajneesh Sharma and Mr. Vijay Tripathi, Learned Counsel for Management. Management has preferred written submission also. I have gone through the written submission and record as well.

From perusal of the record, it is established that workman was retrenched on 01.11.2017, whereas the notice pay and compensation was given to him by the Bank on 30.11.2017, the issue thus arises for determination is, whether by payment of notice pay and compensation after one month from the date of retrenchment, as the management Bank acted in violation of Section 25-F of the Act. For the sake of convenience, Section 25-F is 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.”

A bare perusal of provision makes it clear that the notice pay and compensation is required to be paid at the time of retrenchment i.e., on the date of retrenchment, since in case in hand, the payment has been made after one month of retrenchment, it is in violation of Section 25-F of the Act.

The reference and judgment of *Hon'ble Supreme Court in the case of Pramod Jha & Ors. v/s State of Bihar, (2003) 4 SCC 619*, has been made by Learned Counsel for workman, paragraphs 10 to 15 of the said judgment are being reproduced as follows:-

“10. We have given our anxious consideration to submission and counter-submission made before us in the light of the pleadings and undisputed documents available on record. We are of the opinion that the appeals are devoid of any merit and liable to be dismissed. The underlying object of Section 25F is two-fold. Firstly, a retrenched employee must have one month time available at his disposal to search for alternate employment, and so, either he should be given one month 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 25F 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 of 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 would result in nullifying the retrenchment.

11. Compliance with clauses (a) and (b) of Section 25F strictly as per the requirement of the provision is mandatory. However, compliance with clause (c) is directory, as held in Gurmail Singh and Ors. vs. State of Punjab and Ors- (1991) 1 SCC 189 and a substantial compliance would be enough.

12. Gammon India Limited vs. Niranjana Dass (1984) 1 SCC 509, relied on by Shri Mishra, the learned senior counsel for the appellants, has no application to the facts of the present case. There the notice under Section 25F (a) stated the reason for retrenchment as "due to the reduction of the volume of work of company as a result of the recession". However, the real reason was closure of company s Delhi office and there was not even a whisper in the notice of this real reason and the same was sought to be disclosed by leading evidence before the Industrial Tribunal which was not countenanced by this Court.

13. In Gurmail Singh & case (supra) a three-Judge Bench of this Court examined the question of compliance of Section 25F(b). It was contended on behalf of the workers that the State had not furnished the details of the amounts of compensation determined in the case of each employee and that the State had not taken steps to deliver the amount in respect of each employee at his doorsteps by the

relevant date. It was urged that the tender of compensation under Section 25F, in order to be valid, should be of the precise amount and should be made simultaneously with termination of the service. It was found that the bank drafts in respect of individual employees were dispatched in time so as to reach Divisional/Sub-Divisional Offices of the employer well in advance of the date of expiry of the notice period and the date on which the retrenchment was to be effective. The amounts were not actually paid or tendered to the workers directly but a method for disbursement of compensation was evolved in the interest of workers convenience. Instead of the workers, spread out all over the State, being asked to come to the Head Office to collect the amount of compensation and the difficulty of the employer in making available the compensation at the doorstep of each employee, an arrangement was made whereby the workers could go to the nearest Divisional/Sub-Divisional Office and collect the amount of compensation due to them. None of the workers ascertained whether the amounts sent by the Head Office to the Divisional/Sub-Divisional Offices were the correct amounts. No instance was pointed out to show that the bank drafts were not for the correct amounts. The High Court felt satisfied that the individual compensation drafts were sent to the various subordinate offices ready for disbursement to the concerned workers on or before the relevant date. It was held that there was sufficient compliance with the provisions of clause (b) of Section 25F. This Court agreed with the view of the High Court.

14. In *The Management of Delhi Transport Undertaking vs. The Industrial Tribunal, Delhi and Anr.* (1965) 1 SCR 998 *pari materia* provision as to payment of compensation equivalent to one month wages to workmen contained in proviso to sub-section (2) of Section 33 of ID Act came up for the consideration of this Court. It was held that the proviso did not mean that the wages for one month have to be actually paid; the employer is expected to tender the amount before the dismissal but cannot force the employee to receive the payment before dismissal becomes effective. The making of the tender of the amount, before the order of dismissal becomes effective, would be sufficient compliance.

15. In *Sain Steel Products (supra)*, which is a two-Judge Bench decision of this Court, the worker was informed "to collect what is due to him without spelling out whether or not it included the amount as contemplated under Section 25F. It was in such peculiar facts and circumstances of the case that this Court refused to accept the offer in the terms in which it was made and quoted hereinabove as amounting to making an offer in terms of Section 25F of the Act. Both the Labour Court and the High Court had recorded a finding of fact that Section 25F (b) was not complied with. *Sain Steel Products Case (supra)* is clearly distinguishable and has no application to the facts of the present case."

In another reported decision, in the case of *Krishi Upaj Mandi Samiti, Rewa v/s Jaiprakash Mishra*, decided by Hon'ble High Court of M.P., 2000 (Supreme) MP 880, the same principle has been followed. The relevant portions of the said judgment are being reproduced as follows:-

"In my opinion, it is clear from reading of written statement (P-2) filed by *Krishi Upaj Mandi Samiti* that workman has rendered the services from September, 1990 till December 1991. This fact has not been disputed, rather asserted by *Krishi Upaj Mandi Samiti*, there is no plea taken that there was any interruption in the services in the above period for 15 months, thus petitioner has rendered the services at least for 15 months even as per the case set up by *Krishi Upaj Mandi Samiti*, thus, Labour Court has rightly come to the conclusion that termination is illegal and void for want of compliance of section 25F of ID Act.

Section 25F of the ID Act was considered by the apex Court in *M/s National Iron and Steel Co. Ltd. and others v. The State of West Bengal and another* [AIR 1967 SC 1206] and it was held by the Apex Court that if workman is retrenched without giving one month's notice, his wages for period of notice must be paid before he is asked to go. The apex Court has emphasized on the payment of compensation at the time of retrenchment.

The apex Court in *Workmen of Subong Tea Estate, represented by the Indian Tea Employees Union v. Outgoing Management of Subong Tea Estate and another* [AIR 1967 SC 420], has laid down that non-compliance of section 25 or section 230 renders the retrenchment invalid.

The Apex Court in *Mohan Lal v. The Management of Mis Bharat Electronics Ltd.* [AIR 1981 SC 1253] has followed its earlier decision in *State of Bombay v. The Hospital Mazdoor Sabha* [AIR 1960 SC 610] and has held in para 9 thus:

9. Reverting to the facts of this case, termination of service of the appellant does not fall within any of the excepted, or to be precise, excluded categories. Undoubtedly, therefore, the termination would constitute retrenchment and by a catena of decisions it is well settled that where prerequisite for valid retrenchment as laid down in section 25F has not been complied with, retrenchment bringing about termination of service it ab initio void. In *The State of Bombay v. The Hospital Mazdoor Sabha*, [(1960) 2 SCR 866 at p. 872 AIR 1966 SC 610 at p. 613], this Court held that failure to comply with the requirement of section 25F which prescribes a condition precedent for a valid retrenchment renders the order of

retrenchment invalid and inoperative. In other words, it does not bring about a cessation of service of the workman and the workman continues to be in service. This was not even seriously controverted before us." In Gammon India Ltd. v. Niranjan Dass [AIR 1984 SC 5001, it has been emphasized by the apex Court that when the prerequisite for a valid retrenchment as laid down in section 25F was not complied with, the retrenchment bringing about termination of service of employee would be ab initio void.

In H.D. Singh v. Reserve Bank of India and others [AIR 1986 SC 132], law to the same effect has been laid down in Ratan Singh v. Union of India and another ((1997) 11 SCC 396], it has been laid down by the apex Court that section 25F is applicable to termination of even a daily-rated workman who had continuously served for the requisite statutory minimum period in a year, and termination of service of such a workman without compliance of section 25-F was held to be illegal.

In Management of MCD v. Premchand Gupta and another [AIR 2000 SC 454], it has been held by the apex Court that if retrenchment compensation has not been paid, termination is null and void.

In Rajkumar v. Union of India and others [(1975) 3 SCC 458] considering the similar provision, the apex Court has held that pay and allowances should be paid on the day the order of termination is served. Delay in payment of saine was held to be fatal.

In Smt. Kusum Gupta Kusum Bansal v. Haryana State Small Industries and Export Corporation, Chandigarh [(1986) 3. SCC 506], the apex Court has laid down considering the similar provision that payment of salary in lieu of notice is mandatory. Employer is not entitled to withhold the payment on the ground of non-production of "no dues certificate" by the employee. Termination without such payment was held to be invalid."

Hence, in light of the aforesaid proposition of law, **the retrenchment of the applicant workman in case in hand, is held in violation of Section 25-F of the Act and is held against law.**

Now the question arises as to what relief the workman is entitled to when retrenchment has been found against law and in violation of the Act?

The Learned Counsel for workman has referred to judgment of *Hon'ble Supreme Court in the case of Tapash Kumar Pal v/s BSNL & Ors, (2014) 15 SCC 313*, wherein it has been held that the order of retrenchment can be substituted by awarding compensation only on certain justifiable grounds and has submitted that keeping in view the tenure of the workman, he deserves to be reinstated with backwages and benefits.

Learned Counsel for management Bank has opposed this argument and has submitted that the workman was not appointed against a sanctioned vacancy, following retrenchment process. He was a daily wager engaged on as and when required basis who was paid for that. Hence, he does not deserve to be reinstated or regularized. Learned Counsel has referred to following judgments:-

- i. *State of Karnataka v/s Umadevi, (2006) 4 SCC 1*
- ii. *Himanshu Kumar Vidyarthi & Ors. v/s State of Bihar, AIR 1997 SC 3657*
- iii. *B.S.N.L. v/s Bhuramal, AIR 2014 SC 1188*
- iv. *State of Haryana & Ors. v/s Piara Singh & Ors, (1994) 4 SCC 118*

Though, the management has denied the tenure engagement of the workman but it is established that he was paid Rs. 5,372/- as notice pay which is his one month salary and Rs. 55,786/- as compensation.

As per Section 25-F of the Act, the workman is entitled to compensation, wages of 15 days for one year of service he has spent, on this basis when he was admittedly paid compensation of Rs. 55,786/- @ 15 days for every year of service, it implies that he had spent more than 20 years, which corroborates the case of the workman that he had worked with the Bank, if not from 01.08.1993 to 01.01.2017 then atleast more than 20 years.

Had he not been retrenched, the workman would have earned about Rs. 5 Lac/- approximately as a salary and bonus of a temporary part time employee within the period starting from date of his retrenchment in 2017 till date. He would have also been eligible to be considered for appointment as temporary full time worker and permanent worker keeping in view his tenure during this period and thereafter post retiral benefits. Keeping these facts in view, a lump sum amount of Rs. 10 Lac/- to be paid by Bank within 30 days from the date of publication award, failing which interest @ 6% p.a. from the date of award till payment, in lieu of all his claims will meet the ends of justice.

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

AWARD

Holding the action of management of State Bank of India in retrenchment of Narayan Prasad Balmiki unjust and illegal, he is held entitled to a lump sum amount of Rs. 10 Lac/- to be paid by Bank within 30 days from the date of publication award, failing which interest @ 6% p.a. from the date of award till payment, in lieu of all his claims.

DATE:- 10/10/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 5 दिसम्बर, 2025

का.आ. 2144.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (128/2017) प्रकाशित करती है।

[सं. एल-12012/86/2016-आईआर(बी-1)]

सलोनी, उप निदेशक

New Delhi, the 5th December, 2025

S.O. 2144.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 128/2017) 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-12012/86/2016- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/128/2017

Present: P.K. Srivastava

H.J.S.(Retd.)

General Secretary,

Denik Vetanbhogi Bank Karamchari,

Sanghatan Kendriya Karalaya,

F-1, Karambhumi Tripti Vihar,

Ujjain (M.P.)

Workman

Versues

The Branch Manager,

State Bank of India,

Slamatpur,

Raisen (M.P.)

Management

(JUDGMENT)

(Passed on this 10th day of October - 2025)

As per letter dated 07/09/2017 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-12012/86/2016-(IR(B-I)) dt. 07/09/2017. The dispute under reference relates to:

“Whether in the light of Desai Award recommendations contained under Chapter-16 Item No.14 Para No. 16.9 cited by the Management of State Bank, Raisen MP, the 9th Pay Revision Bi-partite settlement dated 27.04.2010 isb applicable in the case of Shri Vijay Kumar Lohat, Safai Karamchari, SBI Branch Slamatpur? If yes, what benefits/relief the workman 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 was first appointed as a Sweeper on 01.10.1985 in the Slamatpur Branch of the Bank having area of 1936.27 Sq. ft. on monthly wages of Rs. 20 per month. His wages were extended up to Rs. 190 per month. He used to work more than one hour daily in the Branch for cleaning. Bank had formed a policy with respect to creation of posts of part-time sweepers and payment to them with respect to the total area which they cleaned. It was provided that, for a total area of 1200 sq. ft. and above but less than 2000 sq. ft. the sweeper was required to work six hours to thirteen hours per week and was entitled to 1/3 of scale wages as part-time worker. The local head office at Bhopal sent a communication to all the Branches on 18.02.1997. The Branches were asked to review after six months and simultaneously, norms for creation of post of General Attendant (sweepers-cum-Farrash), where considered necessary, shall also be framed in consultation with the Union. Another communication by the Local Head Office at Bhopal to the Deputy General Manager of Zonal Office was sent on 25.02.1997 in this reference requesting them to give their priority to the matter and ensure that their recommendations for sanction of post of sweepers accordingly reaches to the Local Head Office positively before 10.03.1997, so that further action can be taken.

It is further the case of the Workman that, the applicant workman was appointed on permanent basis as a sweeper in the Branch from 12.05.1999 vide letter of the Bank dated 13.02.2001 and hence, was entitled to 1/3 of the salary as permanent part-time sweeper, according to the Memorandum of the Agreement, as referred to above, on 07.02.1997. According to the Workman, the Management did not grant him 1/3 salary which he was entitled to from 08.05.1999 and issued another appointment letter dated 10.05.2016 appointing him as permanent part-time Messenger-cum-Farrash in the Bank on 1/3 of the scale. The Workman has thus prayed that, he is entitled to 1/3 of the pay of scale in the light of settlement dated 07.02.1997 from the date of his permanent appointment as part-time sweeper which is 08.05.1999 and other consequential benefits.

The case of Management is mainly that, the Workman was engaged as a daily wager on temporary basis in the Slamatpur Branch and used to work as a sweeper accordingly, on as and when required basis. He was appointed as a permanent part-time sweeper vide order dated 10.5.2016 on the terms and conditions mentioned in his appointment letter which he accepted. He was entitled to 1/3 of the scale, as his wages. Before this date, no appointment was made after following any recruitment procedure nor was he engaged against any vacancy, also he did not work continuously. The appropriate Government has made this reference regarding entitlement of the Workman to receive benefits of 9th Pay Revision by Bi-partite Settlement dated 24.10.2010. The Workman has claimed benefits before this period from the date of his initial engagement which is beyond the scope of the reference and is barred by unexplained delay and laches on his part. The said settlement is applicable only with respect to the permanent workers mentioned in the Para 16.9 of Chapter 16 of the Desai Award.

According to the Bank, the Settlement dated 07.02.1997 and Circulars dated 18.02.1997 and 25.02.1997 are applicable only for permanent part-time employees, and not on persons engaged on temporary basis. Hence, according to the Management, workman is not entitled to the relief claimed by him. Also, it has been pleaded that his appointment was made by Branch Manager who is not a competent authority to issue an appointment letter. Management has thus prayed that reference be answered against the Workman.

In evidence, the workman has filed his affidavit as his examination in chief. He has been cross-examined by Management. He has filed and proved the Memorandum of 07.02.1997, Circulars dated 18.02.1997 and 25.02.1997 which are Ex. W-1 to W-3. The workman has also filed and proved his appointment as permanent part time sweeper in compliance of letter of Zonal Office No. RI/SC/3014 dated 19.06.1999. Also, he has filed and proved his appointment letter dated 10.05.2016 and photocopy statement of his account, transfer order.

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

I have heard argument of Learned Counsel for the Workman Mr. Arun Patel and Mr. Vickram Johri Learned Counsel for the Bank. Both the sides have filed written submissions also. I have gone through the written submissions as well.

The **first argument** raised from the side of Management is that, this Tribunal is not required to travel beyond the reference. The reference has been produced earlier. The Bi-partite Settlement dated 27.04.2010, Chapter 16, Item No. 14 (Para 16.9) states that it shall apply only to the permanent employees. According to the Management, the Workman was first appointed as a permanent part-time sweeper on 10.05.2016 before this date, he was a daily wager employee.

Case of the Workman is that he was appointed as the permanent part-time sweeper, w.e.f. date of his reemployment dated 12.05.1999 vide appointment letter issued by the Branch Manager on 13.02.2001. As the letter reads, his appointment is in the light of instructions received from Zonal Office letter No. RI/SC/314 dated 19.06.1999. Photocopy of this letter is also on record. It states that, that with reference to the letter No. BIO/RI/SC 156 dated 08.05.1999, the workman was directed by the Zonal Office, to be given permanent appointment effective from date of his re employment and direction was issued to issue appointment letter accordingly. It is established from this document which is (Ex. W-8 Appointment Letter) that Letter of Assistant General Manager issuing

instructions that the Workman was appointed as a permanent part-time sweeper in the Bank w.e.f. 12.05.1999. His statement is on oath also corroborates his case.

On the other hand, the Management witness states and it is the case of the Management that the Branch Manager, who issued the appointment letter appointing the workman from 12.05.1999 did not have authority to do so. This argument cannot be accepted because this letter itself shows that, this appointment letter was issued in compliance of the instructions of the Zonal Officer vide its letter dated mentioned in the appointment letter itself. The instructions letter also corroborates this fact. Hence the argument from the side of the Management that the workman was appointed by the Branch Manager who did not have authority to appoint him fails, and it is held that in fact the Branch Manager issued only the appointment letter and the instructions to the appointment as well the decision to appoint the Workman as permanent part-time sweeper was in fact done by the Zonal Officer of the Bank, hence this appointment of the workman w.e.f. 12.05.1999 is not illegal, rather it is perfectly legal. Arguments from the side of the Management that, the said settlement dated 27.04.2010 will not apply in the case of the Workman fails because the Workman was a permanent part-time sweeper on the date on which the settlement came into force. **He is held entitled to benefit of Item No. 14 (Para 16.9) Chapter 16 of the settlement.**

As regards, the other arguments from the side of Management that, the Court should not travel beyond the terms of the reference. This argument also cannot be accepted. Normally Courts and Tribunals do not travel beyond the scope of reference, but they are within their powers to mould the relief and grant reliefs if it is required to meet the ends of justice. Section 10 (4) of the Act is being reproduced as follows-

10(4) Where in an order referring an industrial dispute to a Labour Court, Tribunal or National Tribunal under this section or in a subsequent order, the appropriate Government has specified the points of dispute for adjudication, the Labour Court or the Tribunal or the National Tribunal, as the case may be, shall confine its adjudication to those points and matters incidental thereto.

Case of the workman is mainly that, in spite of being appointed as a permanent part-time sweeper in the Bank he has been not paid 1/3 of pay scale which he was entitled to meet under the Settlement dated 07.02.1997 and Communications dated 17.02.1997 and 25.02.1997. It is further his case that the total area of the Bank is 1936.27 sq. ft., as per the Settlement dated 07.02.1997 a cleaner is required to work i.e. of 13 hours per week and is entitled to receive 1/3 of the pay scale admissible to a permanent full time sweeper from the date of his appointment i.e. 12.05.1999. The area of Bank has not been disputed. It has been held proved that the workman was lawfully appointed as permanent part time employee as cleaner for the first time 12.05.1999 and the Management Bank is held under obligation to pay the Workman one third of scale pay admissible to permanent cleaner from the date his this appointment was made effective in his appointment letter dated 12.05.1999.

No other point was pressed.

In the light of above findings reference is answered as follows.

AWARD

Workman is held entitled to benefit of Bi-partite Settlement dated 27.04.2010 Chapter 16 (Item No. 14) Para 16.9. He is also held entitled to benefits of Settlement dated 07.02.1997 and is held entitled to receive 1/3 of pay scale admissible to permanent full time sweepers from the date his appointment as permanent part-time sweeper, was made effective vide his appointment letter dated 12.05.1999. Management Bank is directed to pay the arrears to be calculated on this basis after adjusting the wage paid already, within 30 days from the date of publication of Award, failing which interest @6% per annum from the date of Award till payment.

No order as to cost.

DATE:- 10/10/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 8 दिसम्बर, 2025

का.आ. 2145.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक नोट प्रेस, देवास के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (17/2025) प्रकाशित करती है।

[सं. एल-12025/01/2025-आईआर(बी-I-141)]

सलोनी, उप निदेशक

New Delhi, the 8th December, 2025

S.O. 2145.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 17/2025) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Bank Note Press, Dewas and their workmen.

[No. L-12025/01/2025- IR(B-I)-141]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/17/2025

Present: P.K. Srivastava

H.J.S.(Retd.)

The General Secretary

Bank Note Mundralay Karmchari Congress INTUC

Dewas, Qtr. No. 1085, BNP, Dewas

Madhya Pradesh - 450001

Workman

Versus

The Joint General Manager

Bnk Note Press, Dewas

Dewas (MP) - 455001

Management

AWARD

(Passed on this 09th day of October - 2025.)

As per letter dated 28/01/2025 by the Deputy Chief Labour Commissioner (Central) Jabalpur, 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 **RLC-16(01) 2024 dt. 28/01/2025**. The dispute under reference related to :-

“Whether reduction in the target allowance of the employees by the management of Bank Note Press, Dewas is justified ? If not, what relief the employees are entitled to ?”

After registering a case on the basis of the reference, notices were sent to the parties and served. Mr. Naveen Kumar Salunke learned Counsel filed his Vakalatnama for management. The workman side never appeared. They did not file even any statement of claim. None of the parties filed any pleadings or evidence.

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

DATE: 09/10/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 8 दिसम्बर, 2025

का.आ. 2146.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूको 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 (68/2019) प्रकाशित करती है।

[सं. एल-39025/01/2025-आईआर(बी-II)-38]

सलोनी, उप निदेशक

New Delhi, the 8th December, 2025

S.O. 2146.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 68/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of UCO Bank and their workmen.

[No. L-39025/01/2025- IR(B-II)-38]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/ R/68/2019Present: P.K.SrivastavaH.J.S..(Retd)

1. Shri Arun Pratap Singh,
S/o Shri Chudamani Singh,
R/o 716, Professor Colony,
Suhagi, Adhartal,
Jabalpur (Madhya Pradesh)

Workman

Vs

1. The Branch Manager,
UCO Bank, Krishi Nagar, Adhartal,
Jabalpur (Madhya Pradesh)
2. The Regional Manager,
UCO Bank, Regional Office,
Bhopal (Madhya Pradesh)

Management

(JUDGMENT)(Passed on this 16th day of October, 2025)

As per letter dated 15/10/2019 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(2-5)/2019-IR** dt. 15/10/2019. The dispute under reference relates to:-

“क्या प्रबंधन क्षेत्रीय प्रबंधक, यूको बैंक, क्षेत्रीय कार्यालय, भोपाल (म०प्र०) / शाखा प्रबंधक, यूको बैंक, कृषि नगर, अधारताल, जबलपुर (मध्य प्रदेश) के प्रबंधन द्वारा श्री अरुण प्रताप सिंह आत्मज श्री चूडामणि सिंह, भूतपूर्व कैशियर को दिनांक 16.11.2018 से अनिवार्य सेवानिवृत्त किये जाने की कार्यवाही न्यायोचित है? यदि नहीं तो, संबंधित आवेदक किस अनुतोष के हकदार है?”

After registering the case on the basis of reference, notices were issued to the parties. They appeared and filed their respective statement of claim in defense.

In his statement of claim, the workman has alleged that the management issued charge-sheet against him on 18.04.2018 with respect to charges of alleged misconduct viz; disobedience of order and mismanagement of cash/shortage of cash, as well misbehaviour with customers. The management conducted a departmental inquiry, which was a mere formality. The inquiry was conducted illegally without following principles of natural justice and without giving the workman opportunity to cross examine management witnesses, examined during the inquiry, in the light of documents filed by the management. It is also alleged that the Inquiry Officer acted with partiality while conducting inquiry and acted like a prosecutor, he himself examined the witnesses, the statements of witnesses were recorded in absence of workman and he was asked to cross examine such witnesses on their pre-recorded statement. The Inquiry Officer permitted leading questions by the Presenting Officer, while examining the management witnesses, documents

and materials used against the workman in evidence were not supplied to him. Inquiry Officer relied on CCTV footage, which was not provided to the workman inspite of his demand. It is has been further alleged that on 10.07.2018, after management had examined its witnesses, the Inquiry Officer permitted the management to produce documents, which were admitted on record by the Inquiry Officer inspite of objection. The workman was not given opportunity to further cross examine the management witnesses in the light of documents filed later and also the workman was not given sufficient time to produce evidence in rebuttal. The charges were held wrongly proved and the punishment is also disproportionate.

The case of management on this issue is that, there is no procedural illegality or material irregularity in conducting the inquiry, the workman was issued a charge-sheet of misconduct on 18.04.2018. Before that, a show cause notice was issued against him with respect to the allegations and he had submitted his reply dated 18.03.2017 suppressing the material facts. It was after that the charge-sheet leveling charges of misconduct were issued against the workman on 18.04.2018. The workman was given full opportunity to defend himself during the inquiry. He pleaded not guilty. The charges were rightly held proved and punishment is not disproportionate.

Following preliminary issue was framed on the basis of pleadings-

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

On the basis of evidence on record, this preliminary issue was decided vide order dated 04.10.2024, the departmental enquiry was held just legal and proper.

Following Additional Issues were framed, thereafter:-

- 1) ***Whether the findings of the enquiry officer with respect to charges can be held perverse?***
- 2) ***Whether the punishment awarded is disproportionate to the charges proved?***

Parties were given opportunity to lead evidence on additional issues. They did not lead any evidence.

I have heard Learned Counsel for workman Mr. Neeraj Kewat and Mr. Sushil Dubey for management Bank. I have gone through the record as well.

Additional Issue No.1,

The Charge against the workman is that he committed misconduct by way of keeping with him Rs. 500/- out of Rs. 55,000/-, which were given to him by the account holder Mohd. Rafiq on 22.09.2007 to be deposited in his account, on protest the workman indulged in argument with the account holder, he was seen concealing Rs. 500/- currency note and unnecessary argued with the account holder as seen in the CCTV footage. Another charge was on 24.10.2007, the cash could not be compared till 09:00 pm because it was Rs. 2,000/- more than what it showed in the records. It was due to wrong entry made by the workman in the voucher in which he mentioned Rs. 14,000/- in place of Rs. 16,000/-. The third charge was that the workman used to work slowly than normal speed and used to misbehave with the staff and account holders. Another charge was that he kept Rs. 5,000/- with himself on 10.10.2017, which he had received to deposit in bank and deposited it when this default was noticed. Thus according to the management, he thus committed misconduct in clause 5(e), 5(g), 5(j) and 5(q) of memorandum of statement dated 10.04.2002.

It is settled proposition of law that the nature of evidence required to prove the charge is not it is required to prove in a criminal trial, there is on record statements of the witnesses affected, who are members of staff and account holders who have corroborated the charges. Reproduction of their statements is not required, the workman side has cross-examined these witnesses but there is nothing to discredit them in their cross-examination. Hence, keeping in view the nature of evidence collected during the enquiry which is supported by documents also, the finding of enquiry officer that the charges are proved is held not perverse.

Additional Issue No. 1 is answered accordingly.

Issue No. 2,

The nature of the charges proved is such that they are acts of moral turpitude; they attract the punishment of dismissal from service also. The workman has been ex-serviceman, management has considered the point of punishment in light of these facts and awarded him compulsory retirement.

The settled proposition of law is that until and unless the punishment awarded is so disproportionate to the charge proved that it shocks the conscious of the Court, it need not be interfered with.

In light of nature of charges proved, it cannot be said that the punishment is shockingly harsh. Hence, holding the punishment awarded, not disproportionate to the charges proved.

Issue No. 2 stands answered accordingly.

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

AWARD

Holding the action of the Management of Regional Manager, UCO Bank, Regional Office, Bhopal (MP) / Branch Manager, UCO Bank, Krishi Nagar, Adhartal, Jabalpur (MP) in compulsorily retiring Shri Arun Pratap Singh, former Cashier, w.e.f. 16.11.2018 is legal and justified, he is held entitled to no relief."

No order as to cost.

DATE:- 16-10-2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 9 दिसम्बर, 2025

का.आ. 2147.—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 **जबलपुर** के पंचाट (01/ 2020, 02/2020, 03/ 2020, 04/2020, 05/2020) प्रकाशित करती है।

[सं. एल-39025/01/2025-आईआर(बी-II)-40]

सलोनी, उप निदेशक

New Delhi, the 9th December, 2025

S.O. 2147.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 01/2020, 02/2020, 03/2020, 04/2020, 05/2020) of the Cent.Govt.Indus.Tribunal-cum-Labour Court **Jabalpur** as shown in the Annexure, in the industrial dispute between the management of **Bank of Baroda** and their workmen.

[No. L-39025/01/2025- IR(B-II)-40]

SALONI, Dy. Director

ANNEXURE**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR****1. NO. CGIT/LC/RC/01/2020**

Present: P.K.Srivastava

H.J.S.(Retd.)

Khilleshwar Shrivasa,
Age-41 years S/o Shri Radhelal Shrivasa
Address-PG College Road,
Ratna Bandha P.O.-Loharsingh,
Dhamtari, District Dhamtari
(Chhattisgarh) 493773
Post- Driver Dena Bank,
(Now Bank of Baroda) Sector 10,
Zonal Market, Bhilai Nagar
Tehsil and District Durg (CG)

Workman

Versues

Bank of Baroda,
Sector 10 Zonal Market,
Bhilai Tehsil & District Durg (C.G.)
by Dr. R.K. Mohanty,
Regional Manager.

Management

With

2. NO. CGIT/LC/RC/02/2020

Satyendra Ukey,
Age-47 years, S/o Late Dashrath Ukey,
R/o - Ward No.-11,
Gali No.-2, Rajendra Prasad Ward
Station Para, Rajnandgaon
Tehsil and District Rajnandgaon (C.G.)-491 441
Post- Driver Dena Bank, (Now Bank of Baroda)
Sector 10 Zonal Market,
Bhilai Nagar,
Tehsil and District Durg (C.G.)

Workman

Versues

Bank of Baroda,
Sector 10 Zonal Market,
Bhilai Tehsil & District Durg (C.G.)
by Dr. R.K. Mohanty,
Regional Manager.

Management

3. NO. CGIT/LC/RC/03/2020

Mangal Nag,
Age-23 years S/o Shri Ganesh Nag
Address - M.No.-93, Shivaji Nagar,
Atal Awas, Ward No.-38,
Khursipar, Bhilai,
Tehsil & District Durg (C.G.) – 490011
Post- Driver Dena Bank, (Now Bank of Baroda)
Sector 10 Zonal Market, Bhilai Nagar,
Tehsil & District Durg (C.G.)

Workman

Versues

Bank of Baroda,
Sector 10 Zonal Market,
Bhilai Tehsil & District Durg (C.G.)
by Dr. R.K. Mohanty,
Regional Manager.

Management

4. NO. CGIT/LC/RC/04/2020

Rahul Upadhyay,
Age-27 years, S/o Late Ashok Upadhyay

Address - Sheetla Para, Bhilai-3,
Ward No.-08, Tehsil and District Durg (C.G.) 490021
Post- Driver Dena Bank, (Now Bank of Baroda)
Sector 10 Zonal Market, Bhilai Nagar
Tehsil and District Durg (C.G.)

Workman

Versues

Bank of Baroda,
Sector 10 Zonal Market,
Bhilai Tehsil & District Durg (C.G.)
by Dr. R.K. Mohanty,
Regional Manager.

Management

5. NO. CGIT/LC/RC/05/2020

Mangal Yadav,
Aged about 32 years old,
S/o Shri Shyamu Yadav
Address - Borsi Sunder Nagar
Dhanora Road, Virat Property Dealer,
Ward No.-52, Tehsil & District Durg (CG) 491001
Post- Driver Dena Bank,
(Now Becomes Bank of Baroda) Sector 10
Zonal Market, Bhilai Nagar
Tehsil & District Durg (CG)

Workman

Versues

Bank of Baroda,
Sector 10 Zonal Market,
Bhilai Tehsil & District Durg (C.G.)
by Dr. R.K. Mohanty,
Regional Manager.

Management

(JUDGMENT)

(Passed on this 10th day of October - 2025)

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

In the RC/01/2020 case of the petitioner Workman is that, he was appointed as a Driver in the Bank in Sector-10 Bhilai Branch since 05.04.2014 and has been continuously working as Driver since then. He has been driving Vehicle No. CG/04/KS/4448 Scorpio on requisition of the Bank and has been used by the Bank in its work.

In the RC/02/2020 case of the petitioner Workman is that, he was appointed as a Driver in the Bank in Sector-10 Bhilai Branch since 19.08.2015 and has been continuously working as Driver since then. He has been driving Vehicle No. CG/04/KS/4460 Scorpio on requisition of the Bank and has been used by the Bank in its work.

In the RC/03/2020 case of the petitioner Workman is that, he was appointed as a Driver in the Bank in Sector-10 Bhilai Branch since 09.11.2015 and has been continuously working as Driver since then. He has been driving Vehicle No. CG/04/KS/4426 Scorpio on requisition of the Bank and has been used by the Bank in its work.

In the RC/04/2020 case of the petitioner Workman is that, he was appointed as a Driver in the Bank in Sector-10 Bhilai Branch since 09.06.2016 and has been continuously working as Driver since then. He has been driving Vehicle No. CG/04/HA/9266 Sumo (Cash Van) on requisition of the Bank and has been used by the Bank in its work.

In the RC/05/2020 case of the petitioner Workman is that, he was appointed as a Driver in the Bank in Sector-10 Bhilai Branch since 01.10.2014 and has been continuously working as Driver since then. He has been driving Vehicle No. CG/07/AT/7654 Swift on requisition of the Bank and has been used by the Bank in its work.

The Workmen used to maintain the logbook in this respect. Bank used to bear the petrol and other expenses with respect to the vehicle. The vehicle was registered in the name of Bank; their wages were paid by the Bank and also their bonuses. The Bank merged with Bank of Baroda with all its assets and liabilities and even after the petitioners has been working as Drivers of these vehicles. They were disengaged by the Bank on 31.08.2019 without any notice or compensation which is unjust, illegal and arbitrary and is in violation of the Section 25F and 25G of the Industrial Dispute Act, 1947 (in short the 'Act'). They raised a dispute with Labour Commissioner (Central) at Raipur in this respect, which could not be conciliated within 45 days. Hence, they have filed these petitions under Section 2-A (2&3) of the Act, seeking relief of setting-aside their termination and thier reinstatement with all back wages and benefits.

In all these cases, the case of Management taken by them in their written statement of defense is mainly that, there was no sanction vacancy of any Driver in the Dena Bank and in Bank of Baroda after merger of Dena Bank with Bank of Baroda vide notification dated 02.01.2019. The petitioners were not appointed by Bank under any recruitment process. According to Bank, the vehicles are provided to certain Officers and petrol expenses as well Driver expenses incurred by the Officers are reimbursed by the Bank. It is further the case of the Management Bank that, the Petitioners were engaged by the concerned officers who used these Bank vehicles for Bank purposes and paid these petitioners their wages which was later on to them reimbursed by Bank. Hence, according to the Bank there was no employee and employer relationship between petitioner and the Bank. Hence, there is no question of disengagement of the petitioners by the Management Bank. In their rejoinders filed by the petitioner in response to the written submissions by Bank, they have mainly reiterated their case.

In all these cases, the petitioners filed their affidavits as their examination-in-chief, wherein they mainly reiterated their allegations in the petition. They were cross-examined by the Management, they admitted in their cross-examination that no formal appointment letter was issued to them, no recruitment process was organized for their appointment and their attendance was never marked in the attendance register of Bank employees.

In all these cases, the Bank has also filed affidavit of its witness as his examination-in-chief. Petitioners have not cross-examined the witness in these cases.

No documentary evidence have been filed by the petitioners in any of these cases. The Bank has filed a copy of circulars collectively marked as M-1.

I have heard **argument** of Mr. N.L. Shrivastava Learned Counsel for the Workman and Mr. Anoop Nair Learned Counsel for the Management Bank, assisted by Learned Counsel Mr. Neeraj Kewat in all these cases and I have gone through the record.

Since, the facts as well the nature of dispute and evidence in all these cases is identical these cases are being disposed by the Common Judgment and Award.

On perusal of record, in the light of rival arguments following issues arises for determination –

1. ***Whether there exists employer-employee relationship between the petitioners and the Bank at any point of time?***
2. ***Subject to finding on Issue No.1, whether the petitioners are entitled to relief sought?***

Issue No. 1 –

Pleadings of the parties on these issues have been elaborated earlier. Except affidavits of the petitioners, there is no document on record to corroborate their cases. There are some photocopy documents filed by them but not proved. These documents show that the petitioners were the personal drivers of the Officers. Their admission in their cross-examination that they did not undergo any recruitment process and that they were not issued any formal appointment letter also militates against their case.

On the other hand, there is uncontroverted affidavit of the Management witness who has not been cross-examined by the petitioner's side, which corroborates the case of the Management. Thus, circular filed show that

certain Officers are provided Bank vehicles for which they were reimbursed the expenses on drivers engaged by them and petrol etc.

In the judgment of Hon'ble Supreme Court in the *Case of Bank of Baroda V.s. Ghemarbhair Harjibhai Rabari 2005 SCC (L&S) 963*, three judge bench of the Hon'ble Supreme Court held that, the onus of prove that the claimant was in employment of Management lies on the person to show claims.

Hence, in the light of above discussion and findings, it is held that the petitioners have failed in proving employer and employee relationship between them and the Bank.

Issue No. 1 is answered accordingly.

Issue No. 2 –

In the light of aforesaid findings, the **Issue No. 2** is answered accordingly.

The judgments of *Ghaziabad Development Authority V.s. Vikram Chaudhary MPWN (1995) SC 179*, *Tularam V.s. State of M.P. 2013 (1) MPWN 27*, *Ramdayal Jat V.s. Laxmi Prasad 2010 (III) MPJR (SC) 1*, *Smita Shrivastava V.s. State of M.P. 2024 (2) JJL 635 SC*, will not apply in the cases in hand. In the light of findings there is no employee – employer relationship between the parties.

No other point was pressed.

In the light of above discussion and findings, the aforesaid petitions are sans merit and are liable to be dismissed.

ORDER

Petitions dismissed.

Copy of order to be placed on the files all the cases.

No order as to cost.

DATE:- 10/10/2025

P.K. SRIVASTAVA, Presiding Officer